

## INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS AGREEMENT (Agreement) for is made and entered into \_\_\_\_\_, 2025 (Effective Date), by and between the City of Fresno, a California municipal corporation (CITY) and Fancher Creek Town Center, LLC, a California limited liability company, together with its predecessor in interest, Fancher Creek Properties, LLC, a California limited liability company (DEVELOPER).

### RECITALS

WHEREAS, the City entered into that certain Development Agreement dated as of July 21, 2010, for the Town Center portion of the Fancher Creek Project as a mixed use, master-planned project that will include residential communities, a town center, retail, and a village center with senior housing, a business park, and park space (Project), which was recorded on July 30, 2010, in the Official Records of Fresno County, California, as Document No. 2010-0097084 (Development Agreement); and

WHEREAS, the Development Agreement requires the DEVELOPER to construct certain off-site improvements, pursuant to the description and timing provided in Exhibit F to the Development Agreement; and

WHEREAS, the DEVELOPER is constructing the required improvements, as described in Exhibit F, Section B, Item No. 1 Clovis Avenue, Item No. 6 Fancher Creek Trail, Item No. 7, CFD Annexation, and the Traffic Signalization Plan – Attachment 4 of Exhibit F to the Development Agreement (Improvements); and

WHEREAS, the DEVELOPER and CITY agree that the dedication and construction of park improvements between Sarah's Court and Brand Haven (Park) will be eligible for park development impact fee credits, as described in Section A, No. 5 and No. 9 of Exhibit F to the Development Agreement (Improvements); and

WHEREAS, pursuant to Section 202.1.2 and 202.1.3, the DEVELOPER is responsible for financing the construction of all off-site Improvements and will only receive reimbursements or credits from the City for certain off-site Improvements to the extent they are expressly provided in Exhibit F of the Development Agreement subject to the terms and conditions set forth therein; and

WHEREAS, the Development Agreement specifies for the Clovis Avenue and Traffic Signalization Plan improvements, only improvements and work related to the traffic signal portion of the work are eligible for any reimbursement or credits and are available only from the Citywide Traffic Signal Charge Fee program; and

WHEREAS, the Development Agreement specifies for the Fancher Creek Trail and Park improvements, the DEVELOPER to receive a dollar-for-dollar credit for eligible costs, which eligible costs shall be determined by the Director of Parks and Recreation and Community Services Department; and

WHEREAS, the Development Agreement specifies for the CFD Annexation, DEVELOPER shall be entitled to reimbursement of cost related to annexation into or formation of the applicable CFD to the extent permitted by law; and

WHEREAS, the CITY and DEVELOPER are entering into this Agreement to effectuate the terms of the Development Agreement respecting the subject as more specifically described in the Development Agreement.

### **AGREEMENT**

THEREFORE, IN CONSIDERATION of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept performed by the respective parties, it is mutually agreed as follows:

1. **Recitals.** Each and all of the foregoing recitals of background facts are incorporated herein by this reference as set forth herein.

2. **Obligations of the Developer.**

2.1 The Scope of this Agreement is the CITY's obligation to reimburse the DEVELOPER for the cost of constructing the Improvements eligible for reimbursement and/or credits, subject to the terms and limitations set for in this Agreement. Nothing in this Agreement is intended to alter or waive any obligations or duties of the DEVELOPER to comply with existing CITY ordinances, policies, procedures, plans and specifications related to the construction of the Improvements, including any requirements to obtain approval of construction plans or obtain necessary building, street-work, encroachment or other permits

or to comply with any requirements or conditions placed on the issuance of those permits (e.g. insurance, improvement security, etc.).

2.2 Nothing in this Agreement is meant to alter, amend, or otherwise modify the terms of the Development Agreement, dated July 21, 2010, between the CITY and DEVELOPER. In the event of a conflict between this Agreement and the terms of the Development Agreement, the Development Agreement shall control.

2.3 As the CITY is reimbursing the DEVELOPER the Eligible Construction Costs to construct the Improvements, the Improvements is a "Public Work" as defined by California Labor Code, section 1720(a). DEVELOPER agrees (a) to pay, and shall cause its contractors and subcontractors to pay, prevailing wages for the construction of the Improvement and (b) comply with the other applicable provisions of Labor Code, section 1720 et seq., and implementing regulations of the Department of Industrial Relations, necessary to determine that prevailing wages have been paid as required by law. During the construction of the Improvements, DEVELOPER shall, or shall cause its contractor, to post at the Project area the applicable prevailing rates of per diem wages. DEVELOPER shall indemnify, hold harmless and defend (with legal counsel reasonably acceptable to the CITY) the CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including DEVELOPER, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code sections 1720 et seq., and/or the implementing regulations of the Department of Industrial Relations in connection with construction of the Improvement.

2.4 To the furthest extent allowed by law, including California Civil Code section 2782, DEVELOPER shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract.

DEVELOPER's obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, DEVELOPER, whenever there is any causal connection between the DEVELOPER's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, DEVELOPER expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by DEVELOPER expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to DEVELOPER as reasonably determined by CITY.

Upon the tender by CITY to DEVELOPER, DEVELOPER shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by DEVELOPER that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and DEVELOPER fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and DEVELOPER shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance DEVELOPER may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If DEVELOPER should subcontract all or any portion of the work to be performed under this Contract, DEVELOPER shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

(a) Throughout the life of this Agreement, DEVELOPER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY's Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, DEVELOPER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period

satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve DEVELOPER of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by DEVELOPER shall not be deemed to release or diminish the liability of DEVELOPER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of DEVELOPER, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage

\$1,000,000 per occurrence for personal and advertising injury

\$2,000,000 aggregate for products and completed operations

\$2,000,000 general aggregate applying separately to work performed under the Agreement

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYEE LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 diseased each employee.

#### UMBRELLA OR EXCESS INSURANCE

In the event DEVELOPER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

DEVELOPER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and DEVELOPER shall also be responsible for payment of any self-insured retentions.

#### OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice has been given to the CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the DEVELOPER shall furnish the CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the CITY, the DEVELOPER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form.

The General Liability and Automobile Liability insurance policies shall name the CITY, its officers, officials, agents, employees, and volunteers as an additional insured for ongoing and completed operations. All such policies of insurance shall be endorsed so the DEVELOPER's insurance shall be primary and no contribution shall be required of the CITY.

The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents, and volunteers.

If the DEVELOPER maintains higher limits of liability than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits of liability maintained by the DEVELOPER.

All insurance policies required including the Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers.

The DEVELOPER shall furnish the CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY's Risk Manager or his/her designee before work commences. Upon request of the CITY, the DEVELOPER shall immediately furnish the CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Agreement and the final acceptance by the CITY of the work or materials to be performed or supplied thereunder, the DEVELOPER shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the DEVELOPER or his/her insurance

company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of this Agreement.

## SUBCONTRACTORS

If DEVELOPER subcontracts any or all of the services to be performed under this Agreement, DEVELOPER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the CITY to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, DEVELOPER will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

2.5 DEVELOPER shall maintain written documentation evidencing the Eligible Construction Costs the DEVELOPER incurred in constructing of the Improvements for submittal to the CITY at the time DEVELOPER seeks reimbursement for the eligible costs of constructing the Improvements. DEVELOPER's failure to provide the necessary documentation evidencing certain eligible construction costs will result in the CITY not reimbursing the DEVELOPER for those otherwise eligible construction costs.

2.6 "Eligible Costs" or "Eligible Construction Costs" means actual costs incurred by the DEVELOPER for the following:

2.6.1 the design, engineering, and construction of the Improvements on or related to Clovis Avenue (Exhibit F, Section B, Item No. 1);

2.6.2 work related to the Traffic Signalization Plan portion and/or

2.6.3 related Fancher Creek Trail; and Plan (Attachment 4 of Exhibit F)

2.6.4 Park Improvements, which eligible costs shall be determined by the Director of PARCS, in conjunction with the Public Works Department; and

2.7 Acceptable documentation of Eligible Construction Costs includes invoices for construction materials used to construct the Improvement and invoices from contractors clearly identifying the labor and materials expended to construct the Improvement. A

preliminary engineer's estimate of the Eligible Costs attached hereto as Exhibit A. Invoicing must clearly identify each specific line item as presented in Exhibit A for which a reimbursement/credit is being claimed.

2.8 Fee credits and reimbursements for Eligible Costs and Improvements herein shall be administered from the appropriate fee programs as provided in the Fresno Municipal Code and/or adopted CITY policies for those fee programs.

2.9 Within 90 days of the CITY's acceptance of the Improvements, the DEVELOPER shall submit to the Department of Public Works - all documentation evidencing the Eligible Costs of constructing the Improvement. If the DEVELOPER fails to submit the documentation evidencing the eligible construction costs by this deadline, CITY shall have the option of refusing to reimburse DEVELOPER for any of the otherwise eligible costs of construction.

### 3. **CITY's Obligations.**

3.1 The Engineer's Estimate of the Eligible Construction Costs of constructing the Improvements shall be a total reimbursement amount not to exceed \$3,500,000. Upon the DEVELOPER's compliance with Section 2.6 to the reasonable satisfaction of the Director of Public Works (Director), and upon confirmation of the Eligible Construction Costs, the CITY shall reimburse the DEVELOPER for Eligible Costs incurred for the design and construction of the eligible Improvements by the DEVELOPER.

3.2 Fee credits and reimbursements for eligible Improvements herein shall be administered from the appropriate fee programs as provided in the Fresno Municipal Code and/or adopted CITY policies for those fee programs.

3.3 CITY shall use its best efforts to review the documentation of Eligible Construction Costs, and if the documentation is determined to be sufficient, issue the reimbursement check within 60 days of receiving, from the DEVELOPER, all of the documentation of Eligible Costs.

### 4. **Miscellaneous Terms.**

4.1 **Binding upon Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their predecessors; successors; assigns; past, present or future affiliated and related entities; officers; members; agents; employees; and

representatives.

4.2 **Integration.** This Agreement constitutes the complete and final agreement of the parties with respect to the subject matters referred to in the Agreement.

4.3 **Modification.** Any modifications of the Agreement must be in writing and signed by all parties. No oral modifications shall be effective to vary or alter the terms of this Agreement.

4.4 **Severability.** If any provision or any part of any provision of the Agreement shall, for any reason, be held invalid, unenforceable, or contrary to public policy or law, the remainder of the Agreement shall not be affected thereby and shall continue to be valid and enforceable.

4.5 **Counterparts.** This Agreement may be executed in counterparts, including true and accurate copies of the original, all of which, when taken together, shall be deemed on original agreement. Any executed copy shall not be binding upon any party until all parties have duly executed a copy of this Agreement.

4.6 **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the party its reasonable attorney's fees and legal expenses.

4.7 **Waiver of Terms.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

4.8 **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any legal action arising under this Agreement shall be brought exclusively in the state courts located in Fresno, California

4.9 **Assignment.** DEVELOPER shall not assign, transfer or convey any of its rights, duties or obligations under this Agreement without the prior written approval of CITY. CITY shall not unreasonably withhold approval of any assignment. Any other assignment shall be null and void.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this Agreement, at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

FANCHER CREEK TOWN CENTER, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

By: FANCHER CREEK PROPERTIES, LLC, a  
California limited liability company, its sole  
member

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: KASHIAN ENTERPRISES, A LIMITED  
PARTNERSHIP, a California limited  
partnership, its Member

By: Sukhman Sekhon  
Sukhman S. Sekhon Date  
Deputy City Attorney

By: LANCE-KASHIAN & COMPANY,  
a California corporation, its General Partner

By: Edward M. Kashian  
Edward M. Kashian, its  
Chief Executive Officer

ATTEST:  
TODD STERMER, MMC  
City Clerk

By: AFRICAL DEVELOPMENT, L.P.,  
a California limited partnership, its Member

By: \_\_\_\_\_  
Deputy Date

By: THE PENSTAR GROUP, a California  
corporation, its General Partner

By: Thomas G. Richards  
Thomas G. Richards, its  
Chief Executive Officer

Addresses:  
CITY:  
City of Fresno  
Attention: Harmanjit Dhaliwal, PE  
Assistant Director of Public Works  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-8694  
E-mail: Harmanjit.dhaliwal@fresno.gov

DEVELOPER:  
Fancher Creek Town Center, LLC  
Attention: Salvador Gonzales  
255 E River Park Circle, Suite 120  
Fresno, CA 93720  
Phone: (559) 438-4800  
E-mail: sgonzales@lance-kashian.com

Attachment: Exhibit A

Exhibit A – Eligible Construction Cost

<b>EXHIBIT A</b>		
<b>SUMMARY</b>		
<b>#</b>	<b>Item</b>	<b>Amount</b>
1	Clovis/Tulare Traffic Signal	\$ 1,012,265.65
2	Fancher Creek Park	\$ 1,616,334.32
3	Fancher Creek Trail	\$ 608,391.71
	<b>Total</b>	<b>\$ 3,236,991.68</b>

REIMBURSEMENT TRACKING SHEET - TULARE/CLOVIS DUAL LEFT						
#	ITEM	CONTRACTOR	Quantity	Unit	Unit Price	Total
1	Excavation & Grading	Tri County	36,747	SF	1.43	52,548.21
2	Subgrade Prepaation	Tri County	36,747	SF	0.56	20,578.32
3	Asphalt Paving	Tri County	1,702	TN	109.00	185,518.00
4	Base Rock	Tri County	3,743	TN	37.30	139,613.90
5	Striping & Signage	California Striping	50.0%	LS	84,600.00	42,300.00
6	Median Curb	1 Oak	2,313	LF	23.50	54,355.50
7	Median Cap	1 Oak	2,685	SF	9.60	25,776.00
8	Return with Landing	1 Oak	664	SF	6.10	4,050.40
9	USA & Pot Hole to Locate all Utilities	A-C Electric	1	EA	23,601.36	23,601.36
10	Bore in & Install all 4" GRC	A-C Electric	265	FT	121.86	32,292.90
11	Bore in & Install all 2" GRC	A-C Electric	280	FT	85.66	23,984.80
12	Install 2" PVC	A-C Electric	12	FT	89.08	1,068.96
13	Install 3" PVC	A-C Electric	5	FT	161.07	805.35
14	Install 1" GRC	A-C Electric	5	FT	275.31	1,376.55
15	Concrete & Asphalt Demo	A-C Electric	1	EA	288.25	288.25
16	1 A Pole Base	A-C Electric	1	EA	\$ 3,571.34	3,571.34
17	PPB Base	A-C Electric	1	EA	\$ 1,614.32	1,614.32
18	# 5 Pull Box	A-C Electric	3	EA	\$ 3,106.34	9,319.02
19	# 6 Pull Box	A-C Electric	2	EA	\$ 4,611.49	9,222.98
20	Install & Relocate TS Equipment	A-C Electric	1	EA	\$ 57,993.42	57,993.42
21	Controller Cabinet Mods	A-C Electric	1	EA	\$ 4,103.35	4,103.35
22	# 6 THHN Wire	A-C Electric	1440	FT	\$ 2.89	4,161.60
23	#8 THHN Wire	A-C Electric	2180	FT	\$ 2.20	4,796.00
24	Cat 5 Cable	A-C Electric	235	FT	\$ 5.24	1,231.40
25	3C TS Cable	A-C Electric	617	FT	\$ 2.84	1,752.28
26	5C TS Cable	A-C Electric	820	FT	\$ 2.98	2,443.60
27	7C TS Cable	A-C Electric	1115	FT	\$ 3.21	3,579.15
28	Type C DLC Cable	A-C Electric	6805	FT	\$ 1.27	8,642.35
29	Pre Emp Cable	A-C Electric	575	FT	\$ 4.31	2,478.25
30	Cut in and splice loops	A-C Electric	1	EA	\$ 36,524.54	36,524.54
31	Demo	A-C Electric	1	EA	\$ 7,143.53	7,143.53
32	Temp Intersection	A-C Electric	1	EA	\$ 12,933.70	12,933.70
33	RELOCATE EXISTING MAIN PULL BOX	A-C Electric	1	EA	\$ 11,386.00	11,386.00
34	ADDITIONAL PPB ON NE CORNER	A-C Electric	1	EA	\$ 4,751.00	4,751.00
35						-
						<b>795,806.33</b>
		Project Costs Total			<b>\$ 795,806.33</b>	
		<b>Soft Costs</b>				
		Plan Review 2.1%			\$ 16,711.93	
		Inspection 4.1%			\$ 32,628.06	
		Engineering 6%			\$ 47,748.38	
		Ancillary Cost 15%			\$ 119,370.95	
		Soft Costs Subtotal			<b>\$ 216,459.32</b>	
<b>REIMBURSEMENT TOTAL</b>						<b>\$ 1,012,265.65</b>

REIMBURSEMENT TRACKING SHEET - FANCHER CREEK PARK					
#	ITEM	CONTRACTOR	UNIT	UNIT PRICE	TOTAL
1	Land	Fancher Creek Town Center	30,928 sq	10.18	\$ 314,842.97
<b>PARK IMPROVEMENTS</b>					
2	Rough Grading	Landscape Development		LS	\$ 4,200.00
3	Irrigation	Landscape Development		LS	\$ 94,250.00
4	Landscape	Landscape Development		LS	\$ 63,375.00
5	Maintenance (12 Month)	Landscape Development		LS	\$ 11,700.00
6	Shade Structure	Landscape Development		LS	\$ 49,196.00
7	Site Furnishings	Landscape Development		LS	\$ 38,402.00
8	Finish Grading	Landscape Development		LS	\$ 7,272.00
9	Concrete Work	Landscape Development		LS	\$ 47,988.00
10	Concrete Collars	Landscape Development		LS	\$ 4,292.00
11	Concrete Sealers	Landscape Development		LS	\$ 4,800.00
12	POCs (Electrical & Water)	Landscape Development		LS	\$ 15,600.00
13	Engineering Design (TESCO)	PG&E		INV	\$ 3,000.00
14	TESCO Pedestal	Browning Contractors		LS	\$ 5,000.00
15	Power Supply (Line Voltage)	A-C Electric		LS	\$ 6,000.00
16	Portable Facilities	Fence Factory		INV	\$ 2,696.20
<b>PLAYGROUND EQUIPMENT</b>					
17	Landscape Design	Broussard Associates		LS	\$ 12,000.00
18	Irrigation Demo and Removal	Landscape Development		LS	\$ 40,000.00
19	Play Equipment	GameTime		LS	\$ 350,848.66
20	Safety Surfacing Supply & Installation	GameTime		LS	\$ 160,285.00
21	Sail Shades	GameTime		LS	\$ 54,835.34
22	Installation - Pathways, Equipment, Shades			LS	\$ 150,000.00
					<b>1,440,583.17</b>
		Project Costs Total			<b>\$1,440,583.17</b>
		<b>Soft Costs</b>			
		Plan Review 2.1%	\$	30,252.25	
		Inspection 4.1%	\$	59,063.91	
		Engineering 6%	\$	86,434.99	
		Soft Costs Subtotal	\$	<b>175,751.15</b>	
<b>REIMBURSEMENT TOTAL</b>					<b>\$ 1,616,334.32</b>

REIMBURSEMENT TRACKING SHEET - FANCHER CREEK TRAIL					
#	ITEM	CONTRACTOR	UNIT	UNIT PRICE	TOTAL
<b>CLOVIS AVENUE SEGMENT</b>					
1	Back of Curb Irrigation	Landscape Development		LS	\$ 73,597.00
2	Back of Curb Landscape	Landscape Development		LS	\$ 59,217.00
3	Back of Curb Finish Grading	Landscape Development		LS	\$ 3,349.00
4	Back of Curb DG at Trail	Landscape Development		LS	\$ 13,431.00
5	Back of Curb Maintenance (12 Mo	Landscape Development		LS	\$ 5,760.00
6	Demo Boxes	Tri County		LS	\$ 4,768.00
7	Subgrade Prep and Grading	Tri County		LS	\$ 18,865.28
8	Base Rock	Tri County		LS	\$ 40,559.68
9	Concrete 6"x12"	Tri County		LS	\$ 61,834.08
10	AC Paving	Tri County		LS	\$ 40,302.08
11	Signage/Striping	California Striping		LS	\$ 3,000.00
12	Bollards	1 Oak		LS	\$ 23,284.80
<b>TULARE STREET SEGMENT</b>					
13	Back of Curb Irrigation	Landscape Development		LS	\$ 40,369.00
14	Back of Curb Landscape	Landscape Development		LS	\$ 32,481.00
15	Back of Curb Finish Grading	Landscape Development		LS	\$ 1,837.00
16	Back of Curb DG at Trail	Landscape Development		LS	\$ 7,367.00
17	Back of Curb Maintenance (12 Mo	Landscape Development		LS	\$ 3,160.00
18	Demo Boxes	Tri County		LS	\$ 2,616.00
19	Subgrade Prep and Grading	Tri County		LS	\$ 10,347.75
20	Base Rock	Tri County		LS	\$ 22,247.29
21	Concrete 6"x12"	1 Oak		LS	\$ 33,916.45
22	AC Paving	Tri County		LS	\$ 22,105.99
23	Signage/Striping	California Striping		LS	\$ 15,523.20
24	Bollards	1 Oak		LS	\$ 2,300.00
					<b>542,238.60</b>
Project Costs Total					<b>\$ 542,238.60</b>
Soft Costs					
Plan Review 2.1%					\$ 11,387.01
Inspection 4.1%					\$ 22,231.78
Engineering 6%					\$ 32,534.32
Soft Costs Subtotal					<b>\$ 66,153.11</b>
<b>REIMBURSEMENT TOTAL</b>					<b>\$ 608,391.71</b>