



**NOTICE OF A MEETING OF THE VINEYARD
REDEVELOPMENT AGENCY BOARD
240 East Gammon Road, Vineyard, Utah
November 09, 2016 – 6:00PM**

Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, November 09, 2016, starting at approximately 6:00PM or as soon thereafter as possible following the Town Council meeting in the Vineyard Town Hall; 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

Agenda

1. CONSENT AGENDA:

- a) Approval of the October 26, 2016 minutes

2. BUSINESS ITEMS:

2.1 DISCUSSION AND ACTION – Public Facilities Reimbursement Agreement -The Forge Business Park Development

Town attorney David Church will present the proposed reimbursement agreement for The Forge Business Park development. The RDA Board will take appropriate action.

3. ITEMS REQUESTED FOR FUTURE AGENDAS: no items were submitted

(Requests for future agenda items are to be submitted to the Town Clerk/Recorder the Friday before a Town Council meeting. If there will be a cost to the town, project and event requests must be submitted with a fiscal impact analysis or report.)

The Walmart incentive and funding of infrastructure requests by Anderson Geneva are postponed to a future RDA meeting to be determined by staff.

4. ADJOURNMENT

The Public is invited to participate in all Vineyard Redevelopment Agency meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Town Clerk at least 24 hours before the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for the Town of Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Daily Herald, posted at the Vineyard Town Hall, the Vineyard Town website, the Utah Public Notice website, delivered electronically to town staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: November 8, 2016

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, TOWN CLERK/RECORDER

**PUBLIC FACILITIES REIMBURSEMENT AGREEMENT
THE FORGE BUSINESS PARK DEVELOPMENT**

This REIMBURSEMENT AGREEMENT, (the “Agreement”), is entered into on November ____, 2016 between the VINEYARD REDEVELOPMENT AGENCY, (the “Agency”), a Utah body corporate established pursuant to the Utah Community Development and Renewal Agencies Act, as amended, (“Act”), whose address is 240 E. Gammon Road, Vineyard Utah 84058, and Cottonwood Geneva, LLC, (the “Developer”), a Delaware Limited Liability Company, whose address is 2750 E. Cottonwood Parkway, Suite 560, Cottonwood Heights, Utah 84121.

RECITALS

- A. Vineyard Town (the “Town”) has adopted an urban renewal plan and budget, pursuant to the provisions of Act; and
- B. The Agency and the Town have determined that redevelopment constitutes the performance of an essential public purpose, which protects and promotes the public health, safety, and welfare; and
- C. Developer owns property commonly known as The Forge, (the “Property”), located in the Town, and consisting of approximately 45 acres; and
- D. The Developer is redeveloping prior uses of the Property, and developing additional and new uses of the Property to have mixed commercial, and retail uses of the Property (the “Development”); and
- G. The Development is expected to continue to create construction, direct and indirect jobs, and significantly increase taxable values for the Town, Agency and other applicable taxing jurisdictions; and
- H. Public improvements are required for the development of the Property consisting of a new public road and related utility infrastructure which will benefit both the project and other properties in the area; and
- I. The urban renewal plan which has been approved by the Agency anticipates the use of Agency funds to aid landowners in building public infrastructure that benefits more than the landowner’s development; and
- J. The Developer has applied to the Agency for a grant of Agency Funds to assist it in building a public improvement known generally as the 650 North roadway including related public improvements consisting of water, sewer and storm drain infrastructure more particularly described in Exhibit A hereto and is hereinafter referred to in this Agreement as the “Reimbursable Public Infrastructure ” and the Agency has approved this grant; and
- K. The purpose of this Agreement is to state the obligations of the parties to this Agreement for reimbursement of the costs incurred for the Reimbursable Public Infrastructure as approved by the Agency.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the Developer and the Agency, agree as follows:

1. **Development of the Property.** Developer agrees to develop the Property consistent with this Agreement, the development plan and site plans, which have already, or may be from time to time, approved by the Town for the Property and consistent with applicable zoning, building and land use laws. As a general matter, the intent of this Agreement is for the Developer to develop the Property for the uses consistent with the approved zone and plan for The Forge Mixed Use District.

2. **Reimbursement for Approved Reimbursable Public Infrastructure, and Amendments to Work Plans:**

2.1 The Agency shall reimburse the Developer for its costs actually incurred for any Reimbursable Public Infrastructure at the Property, in an amount not to exceed one million thirty-seven thousand six hundred seventy- one dollars (\$1,037,671.00).

2.2 The Developer shall be responsible to either do the work itself or contract directly with others to build the Reimbursable Public Infrastructure.

2.3 The Developer shall pay and submit an affidavit of payment for the reasonable and necessary costs of the Reimbursable Public Infrastructure that has been approved by the Agency, before requesting any reimbursement. The costs for the Reimbursable Public Infrastructure shall be reimbursed to the Developer pursuant to the submission and reimbursement process set forth in section 6.

2.4 The cost of any infrastructure, whether to be public or privately owned after completion, not specifically described in Exhibit A is not reimbursable. The Agency shall approve or provide written reasons for non-approval of requests for changes to the work described in Exhibit A within thirty (30) business days of receipt of the Work Plan request.

3. **Limitations of Reimbursement.**

3.1 The total amount of reimbursement by the Agency shall not be more than one million thirty-seven thousand six hundred seventy-one dollars (\$1,037,671.00), which is the maximum amount of the grant from the Agency.

3.2 The amount of reimbursement for approved Reimbursable Public Infrastructure is governed by the approved grant request to the Agency Board. The amount eligible for reimbursement may not be increased without prior Agency Board approval.

3.3 The Developer shall assume responsibility for any additional costs for Reimbursable Public Infrastructure in excess of the approved amount. In the event that the amount of the reimbursements provided pursuant to this Agreement is not sufficient to complete the approved Reimbursable Public Infrastructure the Developer may request an amendment, in writing for additional reimbursement. Refusal of the Agency Board to approve such an amendment does not relieve Developer of its obligations to build the infrastructure required for the completion of the Forge Project, as provided herein, at its own cost.

3.4 In addition to any other remedies provided in this Agreement, if any payment made by the Agency is determined by audit, the State of Utah, or a court of appropriate jurisdiction to be improper or outside of the scope of obligations under this Agreement, or in the event of the Developer's breach or default of this Agreement, the Developer shall, at the request of the Agency, repay or return any monies paid by the Agency that are directly related to the breach, default or improper payment, within sixty (60) days of notice, given in writing by the Agency. Failure to remit said funds will result in a late fee penalty in the amount of an additional 10%, accrued annually from the date of notice of the outstanding balance.

3.5 The Parties agree to revise the Agreement within thirty (30) days written notice from the Agency, if required by changes in circumstances imposed by changes in the law through judicial interpretation, legislative action or changes in interpretation of the law by a department of the State of Utah.

3.6 The Agency shall be under no obligation to reimburse, nor shall interest accrue on, any Eligible Costs so long as Developer's property taxes are delinquent on the Property.

4. **Compliance with Approved Work Plans, Laws, Rules and Regulations.**

4.1 Developer shall carry out the work necessary to construct the Reimbursable Public Infrastructure in accordance with the requirements, specifications, and permits issued by the Vineyard Town ordinances and the Town's Engineer and in a reasonable and workmanlike manner.

4.2 Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance or specification for infrastructure that will become a publically owned improvement.

4.3 Non-compliance with this Agreement shall be regarded as material breach of this Agreement. The Agency may do one or more of the following: 1) withhold future payments, or 2) terminate this Agreement. Prior to the Agency taking such action, the Agency shall provide thirty (30) days written notice and provide the Developer an opportunity to cure. If the Developer's non-compliance is not cured within ninety (90) days after receiving the Agency's written notice, the Agency may take action as outlined above.

4.4 Appropriate measures will be taken by the Developer and its contractors to insure that all Town requirements specifications, and requirements of inspection are complied with. Reasonable hours of construction shall be maintained. Adjacent landowners, citizens and visitors shall be provided with reasonable precautions such as fencing. Reasonable efforts shall be taken to limit the impact of the project on local streets and neighbors during construction.

5. **Developer to Provide Information.**

5.1 The Developer shall provide written proof to the Agency of waiver of liens by the

contractors and subcontractors performing services or providing materials for the building of the Reimbursable Public Infrastructure, if requested by the Agency, prior to any reimbursement.

5.2 Except as otherwise noted below, documentation related to a request for reimbursement shall be submitted to the Agency upon completion of said approved Reimbursable Public Infrastructure but in no event more frequently than on a monthly basis. Documentation for reimbursable work performed by the Developer prior to this Agreement shall be provided to the Agency within 90 days of the date of this Agreement. Developer shall submit the following documentation:

- a. a written statement detailing the costs;
- b. a written explanation as to why the costs are attributed to the Reimbursable Public Infrastructure;
- c. copies of invoices from contractors, engineers or others who provided such services or, for Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
- d. any other information which may be reasonably required by the Agency or its auditors.

6. **Agency to Determine Amount to be Reimbursed.**

6.1 Within thirty (30) days after the Developer has submitted documentation requesting reimbursement, the Agency shall make a determination as to the eligibility for reimbursement, based upon the reasonable and necessary costs of the Reimbursable Public Infrastructure approved by the Agency, as applicable, and notify the Developer of the determination. The Agency shall not be obligated to pay reimbursement to the Developer until all supporting documentation (as described in section 5.2) has been submitted to the Agency.

6.2 Payments to the Developer shall be made within 30 days from submittal of all supporting documentation to the Agency (as described in section 5.2).

6.3 If the Agency determines that requested costs are inconsistent with the grant approved by the Agency, the Agency shall notify the Developer in writing of its reasons for rejection within the thirty (30) day time period for review. The Developer shall be provided an opportunity to meet with the Agency and provide additional information.

7. **Indemnification.** The Developer shall indemnify, hold harmless, and defend the Agency, the Town, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omission of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in constructing the Reimbursable Public Infrastructure or arising in any way from this Agreement including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person or company for the construction of the Reimbursable Public Infrastructure or the terms of this Agreement, including claims due to

construction delays.

8. **Insurance.** As applicable, the Developer shall purchase and maintain insurance not less than the limits set forth below. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Utah. As applicable, the Developer shall maintain such other insurances as it deems appropriate for its own protection.

8.1 Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Utah.

8.2 Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

8.3 Motor Vehicle Liability Insurance, including Utah No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

8.4 The following shall be inserted in the Developers Certificate of Coverage for the insurance described in 8.2 above: Vineyard Town and the Vineyard Town Redevelopment Agency are additional insureds as their interests may appear.

8.5 It is understood and agreed that Developer shall provide written notice to the Agency within thirty (30) days of Developer becoming aware of cancellation, non-renewal or material change in the coverage listed in 8.2 above.

8.6 Proof of Insurance – The Developer shall provide to the Agency at the time this Agreement is returned by it for execution, certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

8.7 Contractors Bonds- The Developer will require any contractor that it retains to build an roadway or other public facility that will on completion be dedicated to the Town to obtain for the protection of the Town a performance and payment bond in an amount set by the Town's Engineer.

9. **Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the address identified below; or to such other party at such other address as shall be given in writing in accordance herewith

9.1 If to the Agency, to:

Mayor
Vineyard Town Redevelopment Agency
240 E. Gammon Road
Vineyard, Utah, 84058

With copy to:

Mr. David L. Church
Vineyard Town Counsel
5995 S. Redwood Road
Salt Lake City Utah, 84123

9.2 If to Developer, to:

John L. West
Chief Executive Officer
Cottonwood Partners
2750 E. Cottonwood Parkway, Suite 560
Cottonwood Heights, UT 84121

and

Jeffrey L. Gochmour
President - Development Services
Cottonwood Partners
2750 E. Cottonwood Parkway, Suite 560
Cottonwood Heights, UT 84121

With copy to:

Mark Durrant
Dorsey & Whitney, LLP
136 South Main Street, Suite 1000
Salt Lake City Utah, 84101

10. **Dedication to Public Use.** It is expressly understood and agreed that prior to completion of the construction of the Reimbursable Public Infrastructure, the Reimbursable Public Infrastructure shall be dedicated to the Town for public use, at no additional cost to the Town, to become part of the Town's publically owned infrastructure. This dedication shall include all required and necessary rights of way and easements for the future public use and maintenance of the dedicated infrastructure. This dedication shall be conditioned only on the Agency's compliance with this agreement.

10.1 The Town shall have the right to inspect the construction of the Reimbursable Public Infrastructure during construction, at the pleasure and on the schedule of the Town's inspector, to ensure that the standards and specifications of the Town for public infrastructure is being complied with. Developer agrees that it will not be entitled to any reimbursement for any improvement that is not inspected and accepted by the Town's inspector.

10.2 The Developer agrees to provide to the Town a maintenance bond, in the amount of 10% of the actually paid reimbursements, to protect the Town from any latent defects in material and workmanship which may arise in the Reimbursable Public Infrastructure during a one year period following the Town's acceptance of the dedication of the Reimbursable Public Infrastructure. Prior to the Town's formal final inspection and the dedication of the Reimbursable Public Infrastructure to the Town, the Developer shall be responsible for any maintenance, repair of, or defect in any material or workmanship in the Reimbursable Public Infrastructure.

11. **Miscellaneous Provisions.**

11.1 Successors and Assigns; Assignments. There are no other intended Beneficiaries to this Agreement. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, the Developer shall not assign this Agreement without the prior written consent of the Agency. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.

11.2 Entire Agreement. This Agreement represents the entire agreement, as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought agrees in writing.

11.3 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11.4 Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

11.5 Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained in or made pursuant to this Agreement shall survive the execution of this Agreement.

11.6 Effective Date. This Agreement shall become effective when approved and executed by the Agency and the Developer.

11.7 Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.

12. **Force Majeure.** Whenever either party to this Agreement shall be required to perform any contract, work, labor or service, or to comply with this Agreement, or any other laws, rules, orders, ordinances, regulations or zoning regulations, such party shall not be deemed to be in default under this Agreement and the other party shall not enforce or exercise any of its rights under this Agreement with regard to such other party's default if and for so long as such non-performance or default shall be caused by Force Majeure (herein defined); provided, however, that such party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinafter specified. The provisions of this section shall not excuse any failure or delay in the payment of any monetary amount required to be paid in accordance with this Agreement, nor shall it excuse the Agency from performing if the Agency has direct or indirect control over any such Force Majeure event, nor shall it excuse the Developer from performing if the developer has direct or indirect control over any such Force Majeure event. "Force Majeure" shall mean acts of God; acts of public enemies; fire or other casualties; acts, failure to act, orders, restraints or delays of any government or any governmental agency, department, committee, council or other entity; explosions; insurrections; failure or delay in obtaining permits or other approvals required under applicable law; civic disturbances; riots; delays of any contractor, subcontractor or supplier; litigation; strikes; landslides; earthquakes; storms; winds in excess of 75 m.p.h.; hurricanes; tornadoes and floods, and other conditions beyond the reasonable control of the party whose obligations are excused.

13. **Further Assurances.** Each party will, whenever and as often as it shall be

reasonably requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, as may be necessary in order to carry out the terms and conditions of this Agreement. Each Party further covenants that from and after the effective date, each party shall use reasonable efforts to cooperate with each other to secure all consents, approvals, authorizations and otherwise take such further actions necessary to effect the Development and other activities contemplated by this Agreement.

14. **Consents and Approval to be Reasonable.** Except as otherwise specially provided in this Agreement, all consents and approvals required under this Agreement shall not be unreasonably withheld or delayed. To the extent permitted by law, either party shall be entitled to conclusively rely on the consent or approval of the other provided the same is executed by those persons holding the offices or authorized to perform the duties of such offices specified herein.

This Agreement was approved by the Agency and the Chair of the Agency was authorized to sign this agreement on the ____ day of November, 2016 and was signed by the Chair on the ____ of _____, 2016.

SIGNATURE SECTION

For: COTTONWOOD GENEVA, LLC

By: _____ Date: _____

Its: Authorized Representative

For: VINEYARD REDEVELOPMENT AGENCY

By: _____ Date: _____

Its: Chairperson



Kilgore Contracting
P.O. Box 869 Magna, Utah 84044
801-250-0132 Office 801-250-0083 Fax

To:	Cottonwood Partners	Contact:	Jeffery Gochnour
Address:	2750 E Cottonwood Pkwy, Suite 560 Cottonwood Heights, UT 84121	Phone:	
Project Name:	The Forge At Geneva	Fax:	
Project Location:	Vineyard Loop Rd And Main Street, Vineyard, UTAH	Bid Number:	1400872
		Bid Date:	10/6/2016

Bid per civil plans dated August 11, 2016.
Not an actual proposal. This is just the 650 N portion of the Forge at Geneva project.
Surveying and testing are excluded.
Allowances given for dry utilities and lighting.
Waterloops are excluded from bid.
No winter protection is included for concrete work.
Wire and transformers are not included in proposal.
Vineyard allows boxes for manholes. Bid includes manholes in place of some boxes.
Unit Price for earthwork are: cut to fill = \$2.65/CY; import select fill = \$11.50/ton.

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Site And SWPPP						
	10	Mobilization	1.00	LS	\$4,000.00	\$4,000.00
	20	Silt Fence - Allowance	1,300.00	LF	\$2.25	\$2,925.00
	30	Construction Entrance	1.00	EACH	\$1,500.00	\$1,500.00
	40	Inlet Protection	9.00	EACH	\$135.00	\$1,215.00
	50	Demo - Removal Of All Concrete To 10' Outside Of Sidewalk	835.00	CY	\$50.00	\$41,750.00
	52	Demo - Removal And Recompan Of Dirt	1,140.00	CY	\$25.00	\$28,500.00
	60	Site Cut To Fill And Move Trench Spoils Outside Of ROW	1.00	LS	\$27,720.00	\$27,720.00
	70	Site Fill ROW Only	1.00	LS	\$7,085.00	\$7,085.00
	80	Traffic Control	1.00	LS	\$2,000.00	\$2,000.00
	90	Imported Trench Backfill	1.00	LS	\$65,424.00	\$65,424.00
Total Price for above Site And SWPPP Items:						\$182,119.00
Sewer						
	100	Sewer Tie In	1.00	EACH	\$9,500.00	\$9,500.00
	120	Install 8" Sewer Main	1,425.00	LF	\$32.00	\$45,600.00
	130	Install 4' SSMH	4.00	EACH	\$3,100.00	\$12,400.00
	140	Install 5' SSMH	3.00	EACH	\$3,600.00	\$10,800.00
Total Price for above Sewer Items:						\$78,300.00
Water						
	200	Connect To Existing Waterline	1.00	EACH	\$2,500.00	\$2,500.00
	210	Install 12" Watermain	995.00	LF	\$32.50	\$32,337.50
	220	Install 8" Watermain	597.00	LF	\$29.00	\$17,313.00
	230	Install Water Valves	1.00	LS	\$18,000.00	\$18,000.00
	240	Install Water Fittings	1.00	LS	\$10,000.00	\$10,000.00
	250	Install Blow Off	2.00	EACH	\$1,050.00	\$2,100.00
	260	Fire Hydrant	3.00	EACH	\$4,400.00	\$13,200.00
	270	2" Water Service	1.00	EACH	\$3,300.00	\$3,300.00
	280	1.5" Water Service	3.00	EACH	\$3,000.00	\$9,000.00
Total Price for above Water Items:						\$107,750.50

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Storm Drain						
	400	Storm Drain 24" RCP	330.00	LF	\$55.00	\$18,150.00
	410	Storm Drain 18" RCP	1,110.00	LF	\$47.00	\$52,170.00
	420	Storm Drain 15" RCP	145.00	LF	\$52.00	\$7,540.00
	430	Install 2x3 Inlet Catch Basins	4.00	EACH	\$1,800.00	\$7,200.00
	450	Install Inlet Combo Box	5.00	EACH	\$4,000.00	\$20,000.00
	460	Storm Drain 4' Manholes	4.00	EACH	\$2,700.00	\$10,800.00
	470	Storm Drain 5' Manholes	2.00	EACH	\$3,300.00	\$6,600.00
	480	Storm Drain Unistorm Model 6R	1.00	EACH	\$7,000.00	\$7,000.00
	485	Underground Detention Gallery	1.00	LS	\$20,000.00	\$20,000.00
Total Price for above Storm Drain Items:						\$149,460.00
Dry Utilities						
	500	6" Power Conduit - Allowance (2x Per Trench)	1,550.00	LF	\$13.50	\$20,925.00
	500	6" Gas Line - Allowance	1,515.00	LF	\$10.05	\$15,225.75
	510	Conduit Crossings - Allowance	8.00	EACH	\$1,500.00	\$12,000.00
	520	Vineyard Spec Poles	7.00	EACH	\$5,600.00	\$39,200.00
	530	Meter Strong Boxes	1.00	EACH	\$5,975.00	\$5,975.00
Total Price for above Dry Utilities Items:						\$93,325.75
Hardscapes						
	600	2' Collection Curb And Gutter	2,035.00	LF	\$16.65	\$33,882.75
	610	2' Waterways	520.00	LF	\$26.30	\$13,676.00
	625	Box Tie Ins	9.00	EACH	\$375.00	\$3,375.00
	630	6" Curb Wall	550.00	LF	\$23.10	\$12,705.00
	640	10" Barrier Curb	530.00	LF	\$20.00	\$10,600.00
	645	Subgrade Prep Curb To Curb	58,530.00	SF	\$0.09	\$5,267.70
	650	Asphalt: 6" Asphalt Paving- PG64-22, And 13" Roadbase	47,110.00	SF	\$3.18	\$149,809.80
	651	Asphalt: 5.5" Asphalt Paving- PG64-22, And 11" Roadbase (Recommended)	3,755.00	SF	\$2.95	\$11,077.25
	655	Sidewalk	13,020.00	SF	\$4.80	\$62,496.00
	660	Drive Approaches	720.00	SF	\$7.50	\$5,400.00
	665	ADA Imbeds	18.00	EACH	\$250.00	\$4,500.00
	685	Tinted Concrete Crosswalk: 6.5" Concrete, And 6" Roadbase	3,935.00	SF	\$7.55	\$29,709.25
	696	Concrete Joint Seal - Sawcut Green Concrete And Seal With A Two Part Urethane	18,000.00	LF	\$0.59	\$10,620.00
	697	Barriers	4.00	EACH	\$880.00	\$3,520.00
	698	Perimeter Fence (Around Entire Construction Area) - Estimated 6 Months	1.00	LS	\$2,940.00	\$2,940.00
Total Price for above Hardscapes Items:						\$359,578.75
Striping And Signage						
	700	4" Wide Solid White Pavement Marking	2,810.00	LF	\$0.45	\$1,264.50
	710	12" Wide Solid White Stop Bar	115.00	LF	\$0.95	\$109.25
	720	Painted Lane Use Arrows	15.00	EACH	\$15.00	\$225.00
	730	Stop Sign With Street Sign	9.00	EACH	\$450.00	\$4,050.00
	740	Speed Limit Sign	1.00	EACH	\$225.00	\$225.00
Total Price for above Striping And Signage Items:						\$5,873.75
Landscaping						
	810	Landscaping - Allowance	1.00	LS	\$61,263.50	\$61,263.50
Total Price for above Landscaping Items:						\$61,263.50

Total Bid Price: \$1,037,671.25

Notes:

- All grades are plus or minus 0.10 feet.

- Water required for compaction and dust control will be available on-site at no charge.
- This bid proposal excludes winter conditions costs and snow / frost removal.
- This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- This bid is based on the cost of fuel, oil, cement, steel, and PVC on bid day. Any increase in prices will be passed through to the owner.
- This bid must be accepted within 30 days of the Bid Date to be considered valid.
- Contractor License Number is: 7741778-5501
- This ESCALATION CLAUSE will become part of the contract.

The price stated is based on Kilgore Paving's ability to purchase required materials, in particular the asphalt manufacturer's liquid asphalt. At the date of this proposal, Kilgore Paving's purchase price for liquid asphalt oil (PG 64-22 or PG 58-28) is \$ 550.00 per ton. Any increase in price, including freight and taxes, which Kilgore Paving must pay, will be passed on to and paid for by the owner.

- We do not guarantee asphalt drainage on grade if less than 1%. We do not guarantee concrete drainage on grade if less than 0.5%.
- Bid excludes demolition, rock excavation and or blasting, shoring, disposal of un-identified debris, survey, bonds, permits, fees, testing, striping, prime coat, herbicide, sawcutting, traffic control and construction water unless otherwise noted on the proposal.
- Monuments are excluded from the bid.

Payment Terms:

All credit extended shall be on the basis of repayment of all sums due net 30 days from invoice date. All amounts not paid shall be subject to a finance charge of 2% per month on the unpaid balance. Payment by credit card may be accepted.

Oral statements or commitments to extend credit or to alter the terms of this Agreement and any other Agreement between the parties, this Agreement controls. Seller conditions prevail in governing all aspects of this agreement.

Seller may retain an attorney or collection agency to collect amounts that are past due hereunder. Purchaser shall pay all collection costs and reasonable attorney fees incurred by Seller, whether or not suit is brought, to collect any money due hereunder, including post-judgment costs and attorney fees. Any or all aspects of this Agreement shall be governed by the laws of the state in which the credit application is delivered. Seller shall designate the venue of any suit.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Kilgore Contracting Authorized Signature: _____ Estimator: Mike Demke
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