Santaquin City Resolution 03-10-2021

A RESOLUTION APPROVING A PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION AND REALIGNMENT OF THE HIGHLAND DRIVE - CANYON ROAD INTERSECTION WITH FORESTAR (USA) REAL ESTATE GROUP, INC.

WHEREAS, the City of Santaquin is a fourth class city in the State of Utah with the responsibility of providing transportation infrastructure to its residents; and

WHEREAS, Santaguin City, for the purposes of connectivity, access and safety, desires the connection of the Highland Drive frontage road from I-15 Exit 244 to Exit 242 and assumes the financial responsibility for construction of said facilities for those portions of the project which are outside of the areas currently under private development; and

WHEREAS, in addition to the benefits provided to the City as outlined above, the construction of said facilities will also benefit the owner/developer of the Foothill Village subdivision by providing enhanced access to the site and for the future residents of said development; and

WHEREAS, the owner/developer of the Foothill Village subdivision have contractors already onsite constructing the portion of the future Right of Way (ROW) that is the responsibility of private development; and

WHEREAS, it would be economically beneficial to consolidate the work and thus minimize mobilization costs; and

WHEREAS, the owner/developer of the Foothill Village subdivision is willing to assume the responsibility of constructing the intersection and ROW realignment and front the costs of construction under certain terms and conditions outlined in the attached agreement with a reimbursement schedule from the City for the City's portion of said work;

NOW THEREFORE, be it resolved by the City Council of Santaquin City to approve the attached Public Improvements Reimbursement Agreement (Highland Drive Realignment and Canyon Road Project).

ADOPTED AND PASSED by the City Council of Santaguin City, Utah, this 16th day of March 2021.

SANTAQUIN CITY	Attest:		
Kirk F. Hunsaker, Mayor	K. Aaron Shirley, City Recorder		

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

(Highland Drive Realignment and Canyon Road Project)

THIS PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of ____ , 2021 (the "Effective Date"), by and between the SANTAQUIN CITY, a fourth class city of the State of Utah (the "City"), and FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, (the "Developer"). The City and Developer are sometimes separately referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the City and Developer previously executed that certain Third Amendment to Ahlin Annexation and Development Agreement, dated March 6, 2020 (the "Third Amendment"), which constituted an amendment to that certain Annexation and Development Agreement for the Ahlin Annexation Project Area dated October 18, 2000 (the "Development Agreement"), which was previously amended by that certain First Amendment to the Development Agreement, dated March 5, 2014 (the "First Amendment"), and also previously amended by that certain Second Amendment to the Development Agreement dated January 5, 2019 (the "Second Amendment"); and

WHEREAS, Developer has acquired a title to a portion of the undeveloped real property that is described in the Development Agreement, except for approximately 21.79 acres that contain the City's pressurized irrigation pond (the "Land"); and

WHEREAS, the Development Agreement as previously amended by the First Amendment and by the Second Amendment is referred to herein as the "Amended Agreement"; and

WHEREAS, Developer is not a party to the Amended Agreement, but as a successor or assignee to the Amended Agreement Developer has agreed to cooperate with the City as reasonably necessary to comply with the terms of the Amended Agreement, and Developer has agreed to comply with the terms of the Third Amendment; and

WHEREAS, Developer intends to develop the Land as the Foothill Village Subdivision (the "Subdivision") according to the Amended Agreement and the Third Amendment; and

WHEREAS, Section 1.3 of the Third Amendment provides that the term "**Frontage Road**" means the road that is described in the Development Agreement that is to be constructed on the Land and adjacent to I-15 and which shall run from Center Street/Canyon Road to the South Santaquin Exit of I-15 (Exit 242); and

WHEREAS, Section 2.3 of the Third Amendment provides that, although not part of the Amended Agreement, the construction of that portion of the Frontage Road from the Land to Center Street/Canyon Road (the "North Frontage Road") will significantly benefit both Developer and the City by improving accessibility, traffic flow and the health, safety and welfare of the residents of the City; and

WHEREAS, the City and Developer agreed, pursuant to Section 2.3 of the Third Amendment, to cooperate in the acquisition of property, the design and the construction of the North Frontage Road pursuant to the terms of a separate written agreement, which is defined in the Third Amendment as the "North Frontage Road Agreement"); and

WHEREAS, the City and Developer desire to execute this Agreement, which shall constitute the North Frontage Road Agreement referred to in the Third Amendment.

- **NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
- Project Location and Acquisition of Property Interests. As the City has pursued 1. the planning for the North Frontage Road, the City has determined to designate such project as the "Highland Drive Realignment and Canyon Road Project Phase 1 and Phase 2." Consequently, for purposes of this Agreement, the project identified in the Third Amendment as the North Frontage Road shall be deemed to mean the Highland Drive Realignment and Canyon Road Project, Phase 1 and Phase 2 (collectively referred to herein as the "Project"). As planned and designed by the City, the Project includes the construction, installation and completion of certain underground pipelines and other improvements for culinary water, pressure irrigation water, sanitary sewer and storm drain and also the construction, installation and completion of sidewalk, trail, curb and gutter improvements and roadway improvements consisting of sub-base, road base and asphalt, all as identified in the surveys and drawings for the Project attached hereto as Exhibit A and incorporated herein by this reference (the "Drawings"). The Drawings identify with specificity the location of the improvements ("Improvements") comprising the Project. No later than March 31, 2021, the City shall acquire all necessary real property rights (the "Property Interests"), whether through the acquisition of fee simple title or perpetual rights-of-way and easements, including without limitation all temporary construction easements adjacent to the location of the Project necessary for the construction of the Improvements and the perpetual use of the Project as a public highway. No later than March 31, 2021, the City shall also cause to be prepared all necessary plans, specifications, engineering and design work ("the "Plans") pertaining to the construction, installation and completion of the Improvements in a manner that complies with all applicable federal, state and local laws, ordinances and standards. The City shall be responsible for all the costs and expenses incurred by the City in order to cause the Plans to be prepared and in order for the City to acquire all of the Property Interests necessary for the Project.
- 2. Construction of the Improvements; Reimbursable Costs. Following the acquisition by the City of the Property Interests and the preparation by the City of the Plans, Developer will cause the Improvements for the Project to be constructed, installed and completed pursuant to the Plans at Developer's cost and expense (but subject to the reimbursement to Developer by the City for all of such costs and expenses in accordance with the terms of this Agreement). It is anticipated that construction of the improvements shall be completed no later than September 30, 2021. All costs incurred by Developer for the construction, installation and completion of the Improvements (the "Reimbursable Costs"), shall be reimbursed to Developer by the City in accordance with the terms of this Agreement. The Reimbursable Costs to be reimbursed to Developer by the City for the Improvements are estimated as of the date of this Agreement to be Eight-Hundred-Twenty-Four Thousand Five-Hundred-Eleven Dollars and

Twenty Cents (\$824,511.20), as determined by low bid as set forth in Exhibit B, which is incorporated herein by this reference.

- 3. **City Inspection of the Improvements**. Developer shall construct, install and complete the Improvements in accordance with the Plans. The Improvements shall be inspected and approved by the City to ensure that the Improvements are constructed in compliance with the Plans and City code and development standards.
- 4. **Warranty and Dedication**. Upon completion of the Improvements, Developer shall deliver a certified set of as-built plans along with the verified actual costs and expenses of construction of the Improvements and proof of payment by Developer of such costs and expenses. Upon the completion of the Improvements by Developer and the approval and acceptance of the Improvements in writing by the City, Developer shall also provide to the City a warranty bond (the "**Warranty Bond**") in accordance with the City codes and ordinances to ensure that the Improvements remain in good condition and free from defects for a period of two years (to the extent such warranty period is permitted by state law) following the completion thereof. Upon (a) the completion by Developer of the Improvements, (b) the approval by the City of the Improvements, and (c) the posting of the Warranty Bond by Developer, the City shall accept, own, operate, and maintain the Improvements, and Developer shall dedicate to the City ownership of the Improvements in order to enable the City to operate and maintain the Improvements. Developer will not retain any ownership interest in the dedicated Improvements.
- Payment of Reimbursable Costs. The City is obligated to reimburse Developer for all of the Reimbursable Costs of the Improvements (which is estimated as of the date of this Agreement to be the total amount of \$824,511.20); provided, however, that the total amount to be reimbursed to Developer by the City for the Improvements shall be based on the actual costs and expenses incurred by Developer (not the estimates). After the Improvements have been constructed and installed, the actual costs and expenses incurred by Developer for the Improvements shall be verified, and the City shall reimburse Developer for all of the Reimbursable Costs as follows: (a) first, to the fullest extent possible and without unreasonable delay, the City shall reimburse Developer for the Reimbursable Costs by cash payment no later than 36 months following the completion of the Improvements by Developer and the approval and acceptance of the Improvements by the City; and (b) if any amounts cannot be reimbursed by the City in cash, as determined by the City in its reasonable discretion, to the extent allowed by law, the remaining amount owed to Developer shall be reimbursed by the City providing to Developer a credit against all types of impact fees charged by the City (such as pressure irrigation impact fees, storm drain impact fees, transportation impact fees, etc.), which may be used by Developer with respect to the Subdivision. The full amount of the City's reimbursement obligations shall be satisfied using one or a combination of these methods no later than 36 months following the completion of the Improvements by Developer and the approval and acceptance of the Improvements by the City; provided, however, that for any amount of the City's reimbursement obligations that exceed the total impact fees charges by the City for the Project after the Effective Date, said amount shall be paid to Developer in cash. To the extent Developer has, at any time, unused impact fee credits, such impact fee credits shall be freely assignable by Developer to any person or entity so long as the City is notified of the assignment of the impact fee credits. The impact fee credits granted hereunder shall never expire and shall remain valid until all of the impact fee credits have been used and applied.

For all reimbursements to be paid to Developer under this Agreement, the City shall take reasonable measures, as determined by the City in its sole discretion, to maximize the amount of the cash reimbursements to Developer, recognizing that Developer's preference is to receive cash reimbursements as soon as reasonably possible following completion of the Improvements, rather than receiving impact fee credits. In connection with Developer's development activities with respect to the Subdivision, in the event Developer becomes obligated to pay to the City any impact fees of any nature pertaining to the development of the Property prior to the time of that City has satisfied in full all of the City's obligations to reimburse to Developer all of the Reimbursable Costs, then at the time Developer would otherwise be obligated to pay to the City any impact fees of any nature pertaining to the development of the Subdivision, the City shall allow Developer to satisfy all such impact fees by offsetting as a credit against the unpaid balance of Reimbursable Costs payable by the City to the Developer the entire amount of any such impact fees. To the extent necessary, prior to the issuance of any impact fee credits pertaining to this Agreement the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate the Improvements as part of a funding plan (if the Improvements are not already the subject of the City's IFFPs).

- 6. **Full Compensation**. Developer hereby agrees that the Reimbursable Costs described in this Agreement shall constitute the full and entire amount of the reimbursement obligation payable by the City to Developer for the Improvements. Developer shall not be entitled to any additional reimbursement, compensation, incentive, or other payment related to the Improvements.
- 7. **No Accrual of Interest**. The Parties expressly agree that the Reimbursable Costs to be paid to Developer for the Improvements, as set forth in this Agreement, have not accrued interest and shall not in the future accrue interest.
- 8. **Notices**. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any Party or upon being sent by overnight mail service, by facsimile (with verbal confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to Developer:	Forestar (USA) Real Estate Group Inc. 2221 East Lamar Boulevard, Suite 790 Arlington, Texas 76006 Attn: , Senior Vice PresidentLegal
With a copy to:	D.R. Horton, Inc.
Willia copy to.	12351 Gateway Park Place, Suite D-100
	Draper, Utah 84020
	Attn: Boyd A. Martin, Division President
If to the City:	K. Aaron Shirley
	Santaquin City Recorder
	275 West Main Street
	Santaquin, Utah 84655

ashirley@santaquin.org

With a copy to: Nielsen & Senior

1145 South 800 East, Suite 110

Orem, Utah 84097 Attn: Brett B. Rich

9. **Term of Agreement**. This Agreement shall remain in effect until Developer has been reimbursed in full for all of the Reimbursable Costs.

- 10. **Validity and Severability**. If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.
- 11. **Amendments**. This Agreement may be amended only in writing signed by the Parties hereto.
- 12. **No Joint Venture**. This Agreement does not create, and shall not be construed to create, a joint venture by the Parties, and no separate government entity is established by this Agreement.
- 13. **Incorporation of Recitals**. The Recitals above are incorporated herein by this reference as a part of this Agreement.
- 14. **Binding Effect**. Nothing in this Agreement shall be deemed to modify, affect, or supersede the terms or provisions of the Amended Agreement or the Third Amendment or other Subdivision approvals. Rather, this Agreement is intended to effectuate and implement the reimbursement obligations of the City as set forth in the Third Amendment pertaining to the Improvements and shall be construed and performed accordingly.
- 15. **Assignment**. Developer may assign the rights and obligations of Developer under this Agreement to a third party ("**Assignee**") provided that: (a) the City approves such assignment in writing, and such approval shall not be unreasonably withheld, conditioned or delayed, and (b) a written instrument is executed by Developer and the Assignee clearly indicating the rights and obligations assigned to and assumed by the Assignee and clearly indicating Developer's continuing rights and obligations, if any, following such assignment.
- 16. **Remedies; Attorneys' Fees**. In any action related to the obligations contained in this Agreement, the Parties' remedy for breach shall be limited to specific performance only, provided, however, that the successful Party in any litigation pertaining to the enforcement of this Agreement shall be entitled to recover from the unsuccessful Party all costs and expenses, including without limitation attorneys' fees, incurred by the successful Party in enforcing its rights and pursuing its remedies under this Agreement. Developer may not claim individual liability on the part of any City officer, employee, or official, and the City may not claim individual liability on the part of any of Developer's shareholders, officers, or employees.

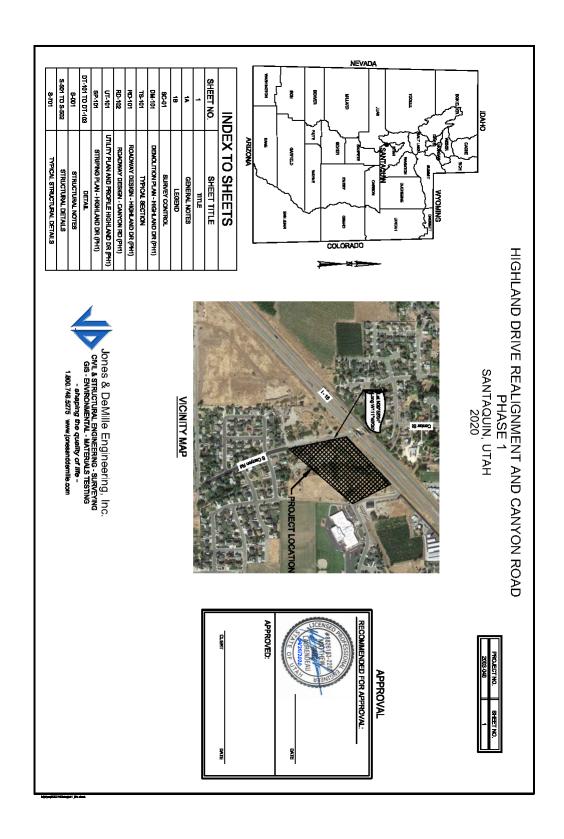
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

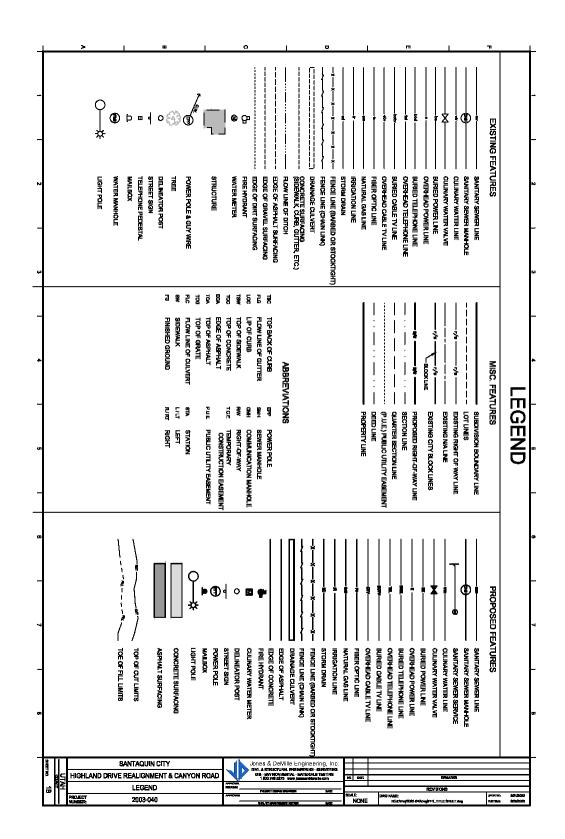
SANTAQUIN CITY
By: Name:
Title: Mayor
"DEVELOPER"
FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation
By: Name: Title:

EXHIBIT A

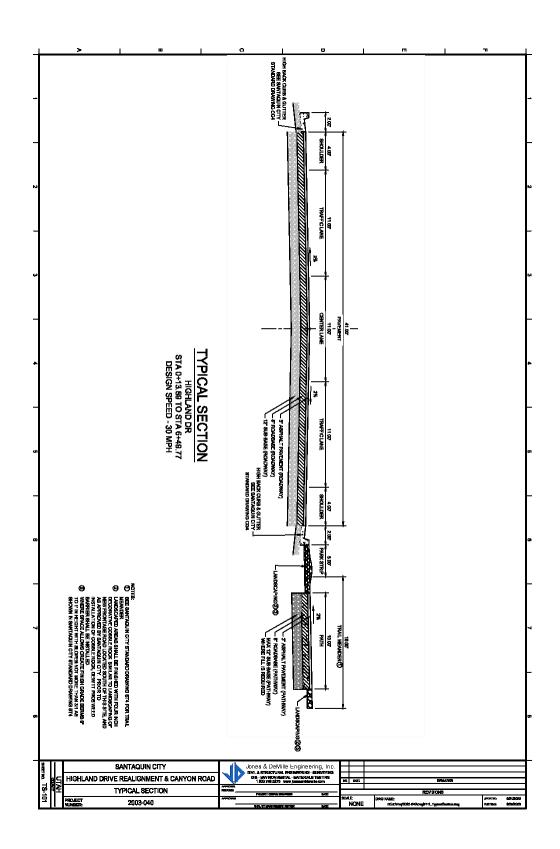
Drawings Depicting the Location and Final Design of the Project

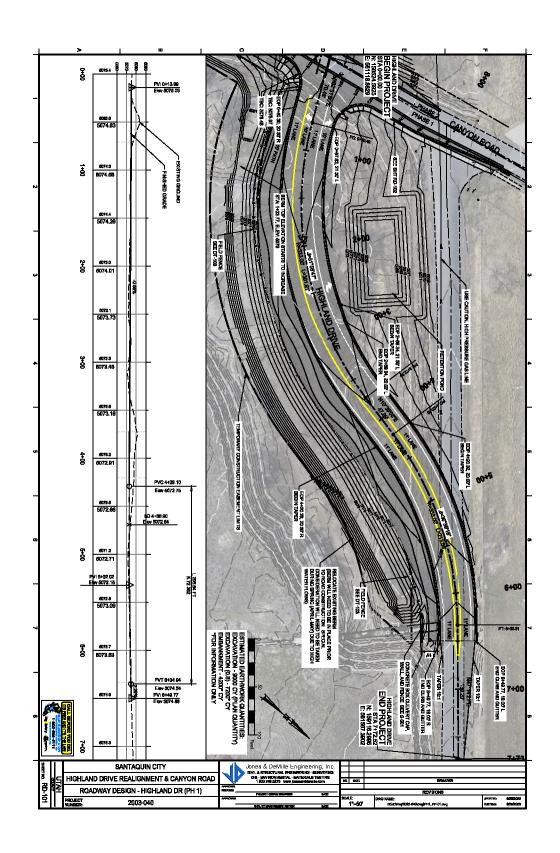


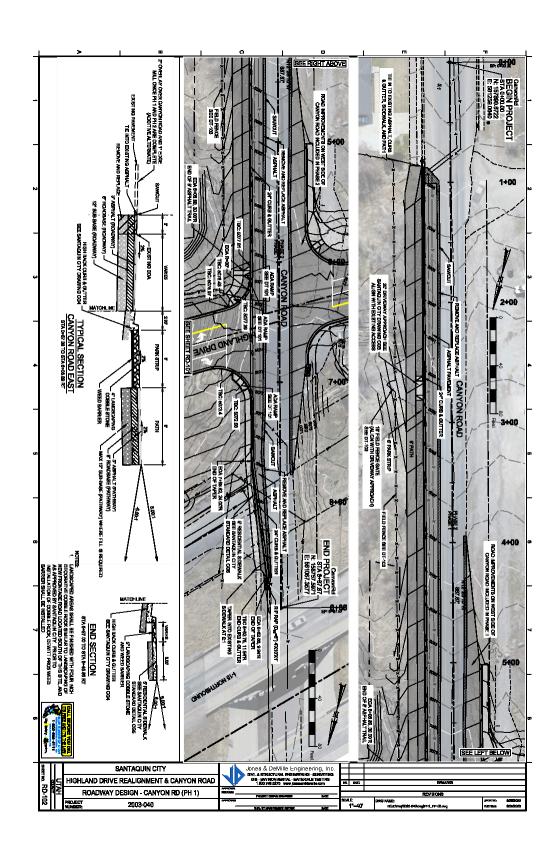
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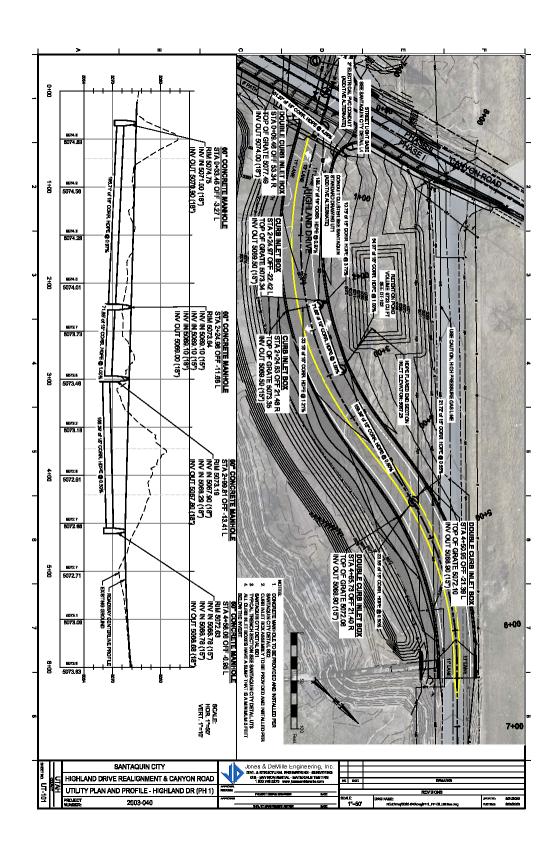


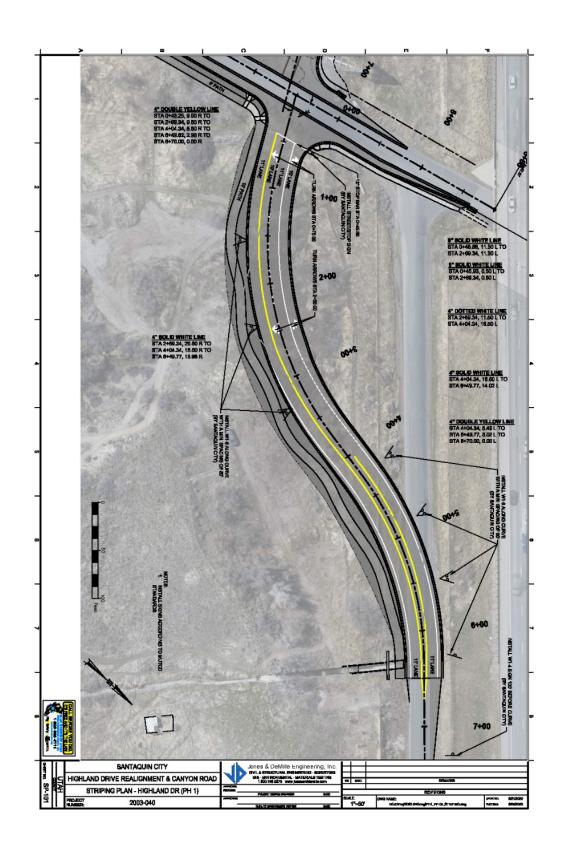


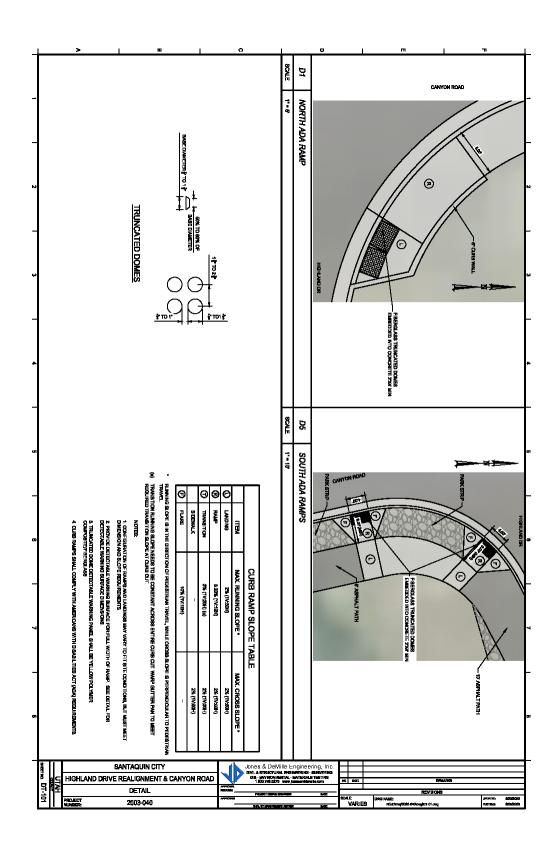


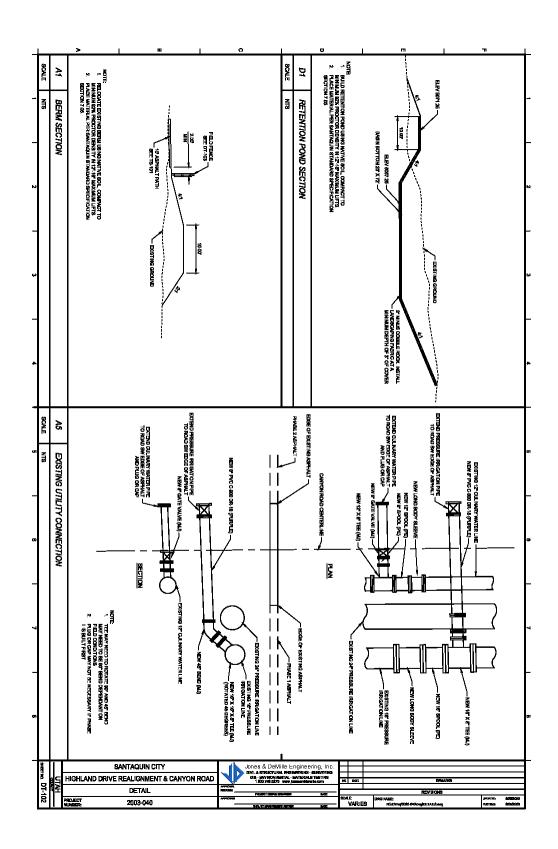


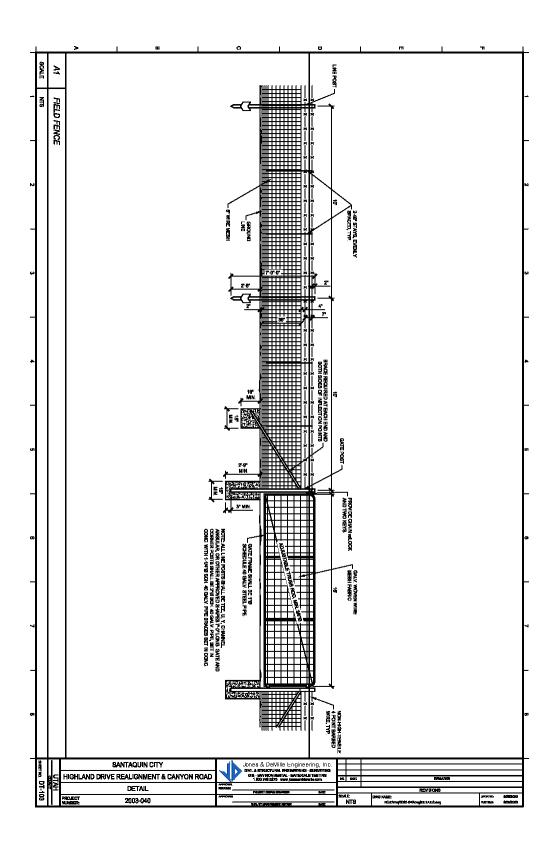


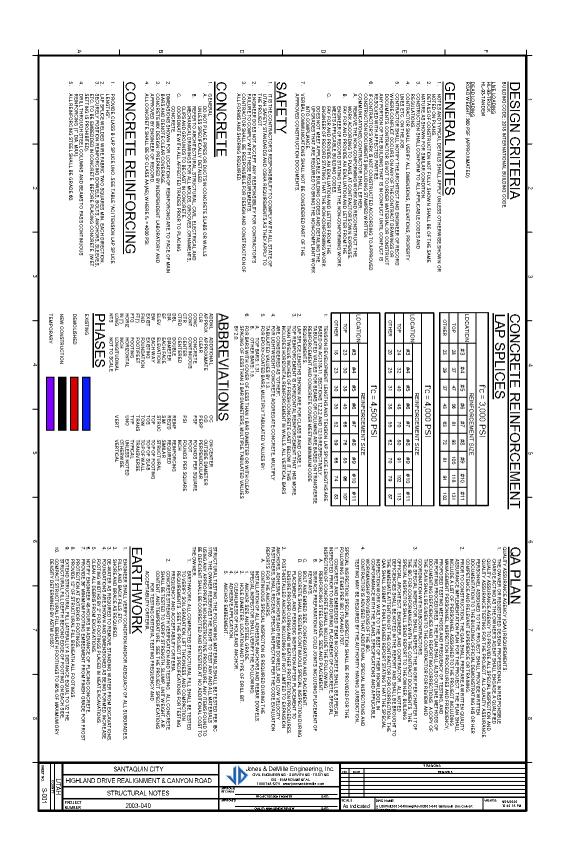


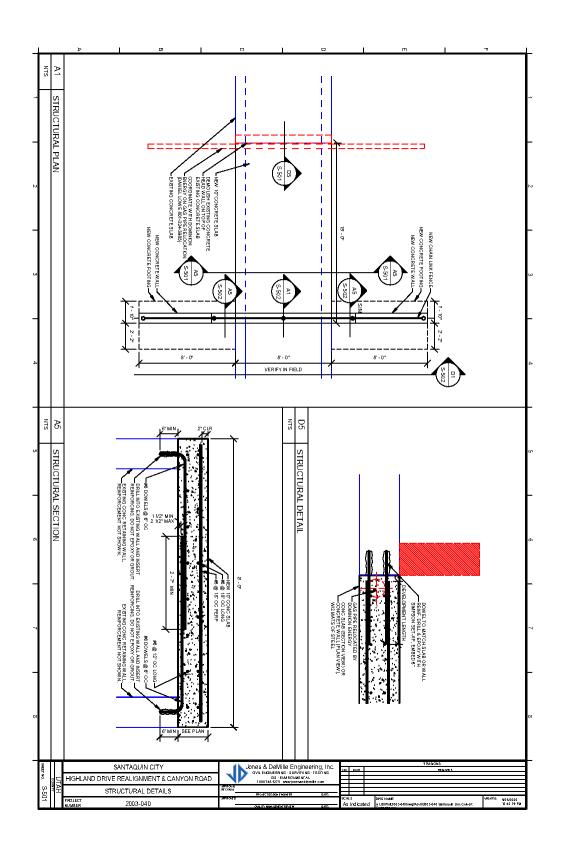


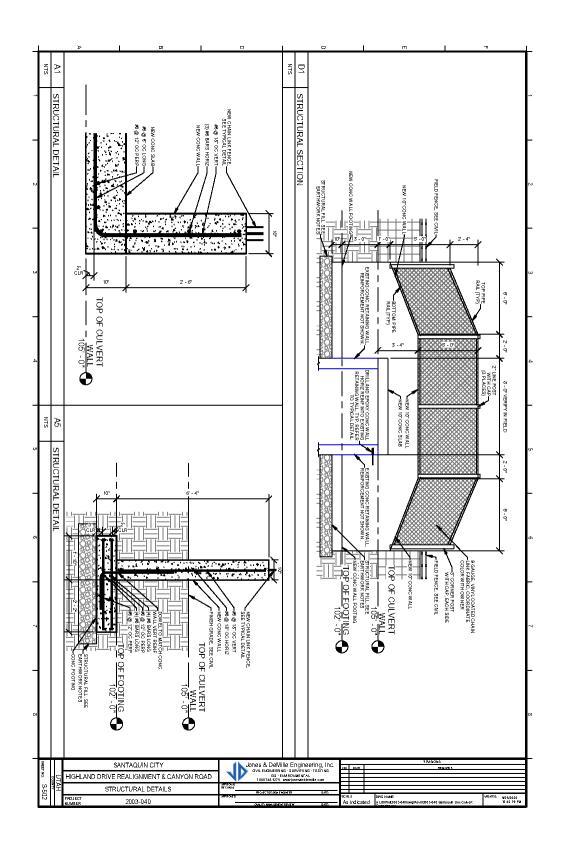


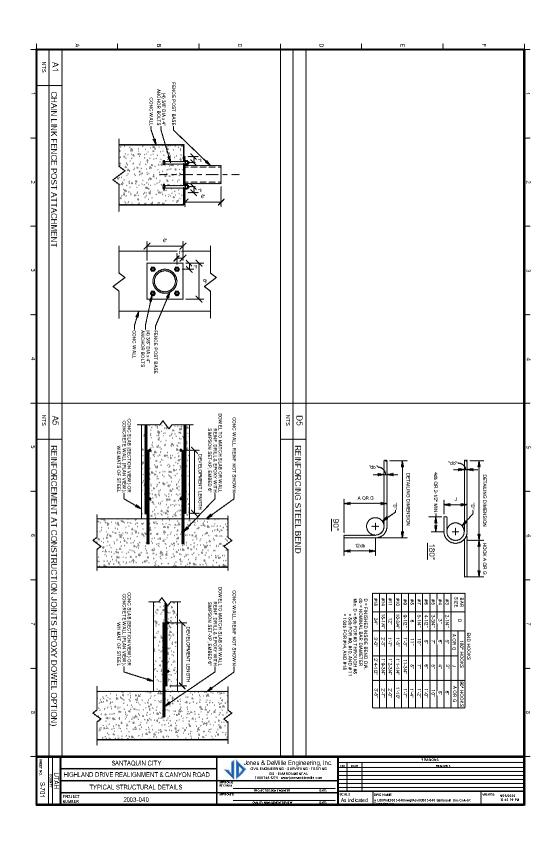


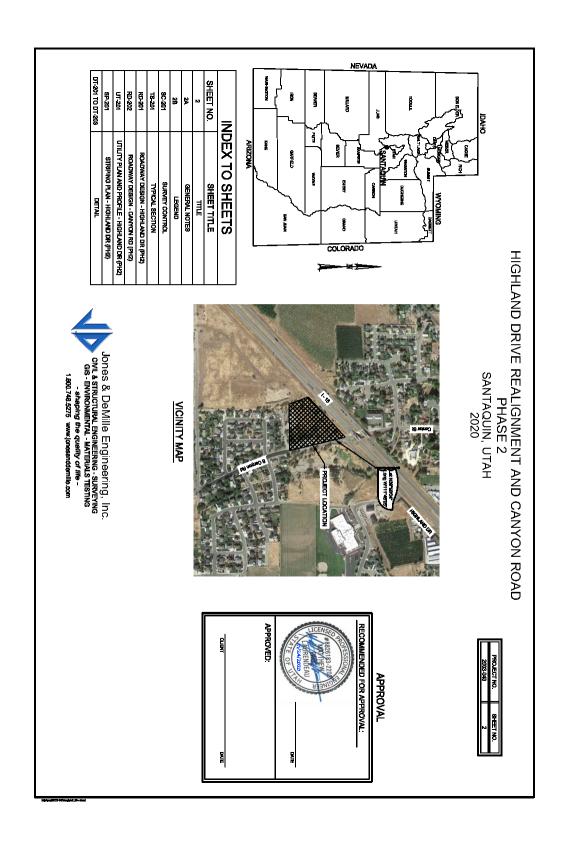




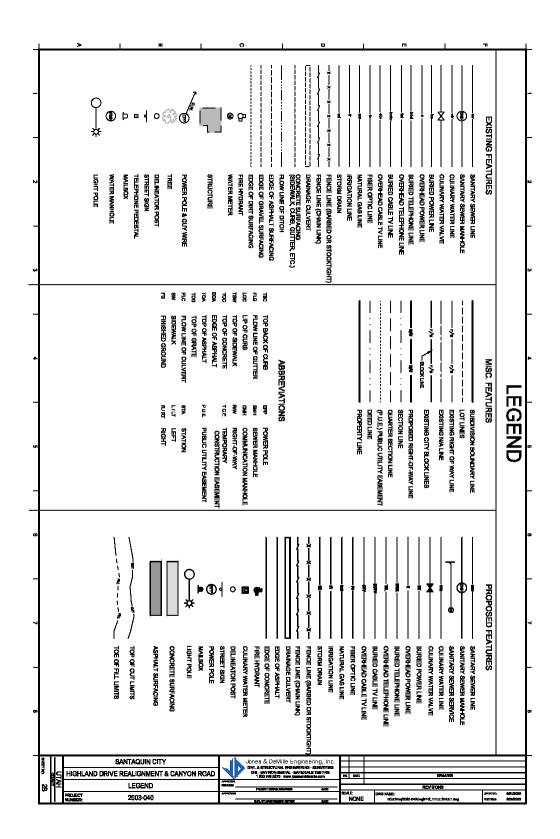


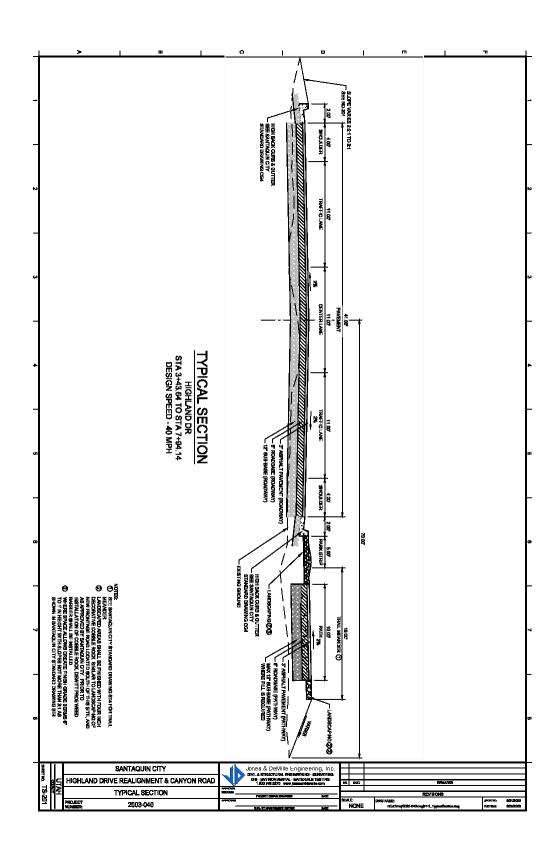


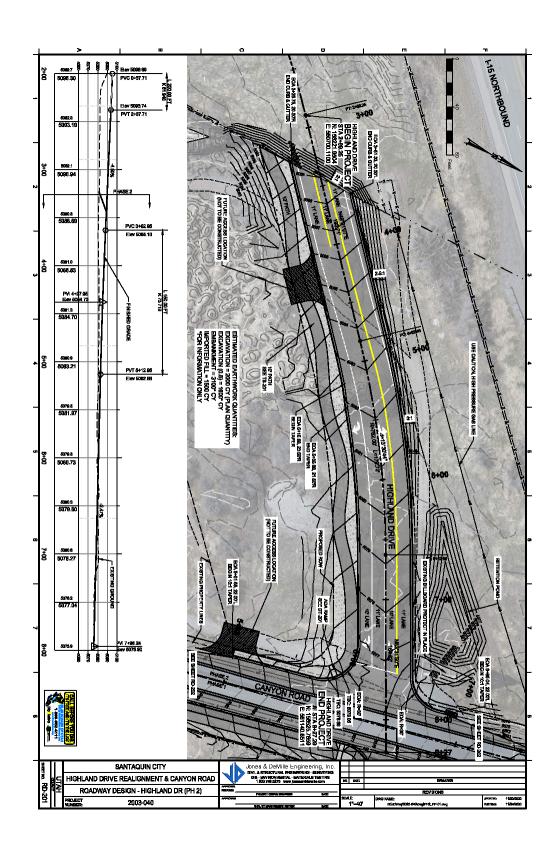


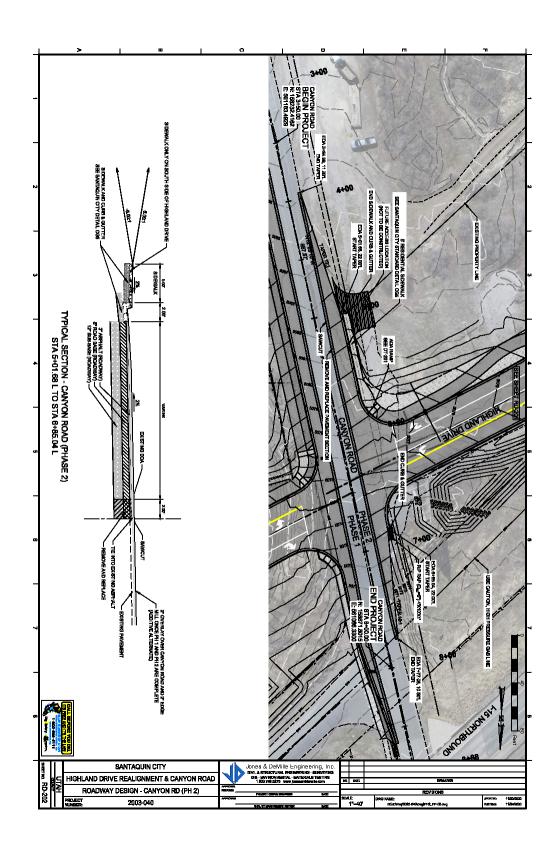


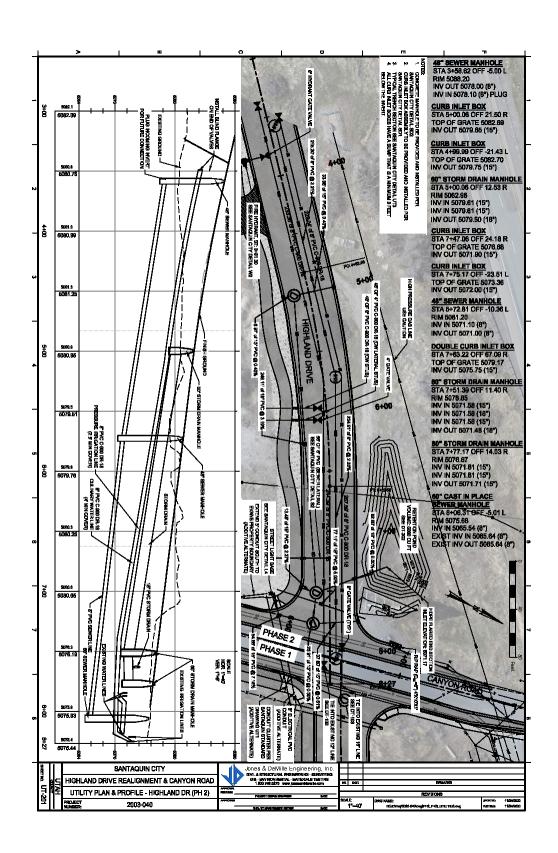
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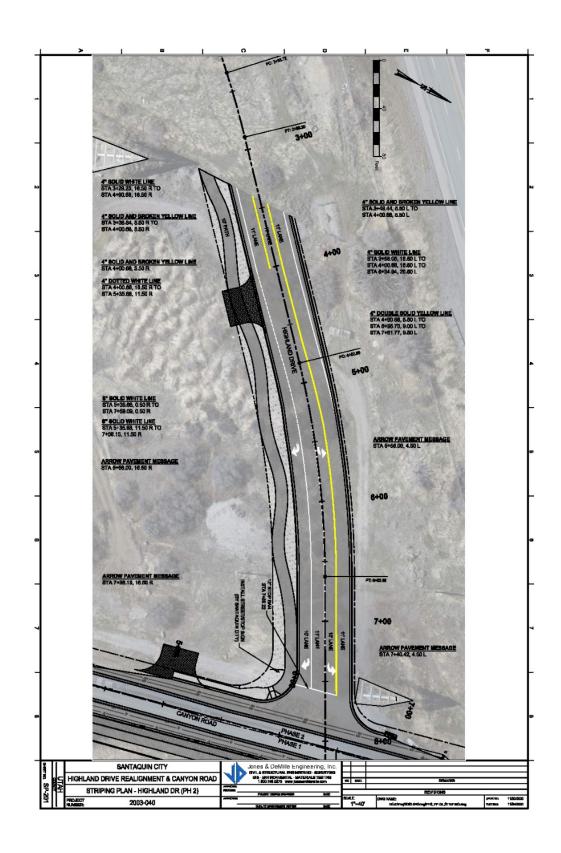


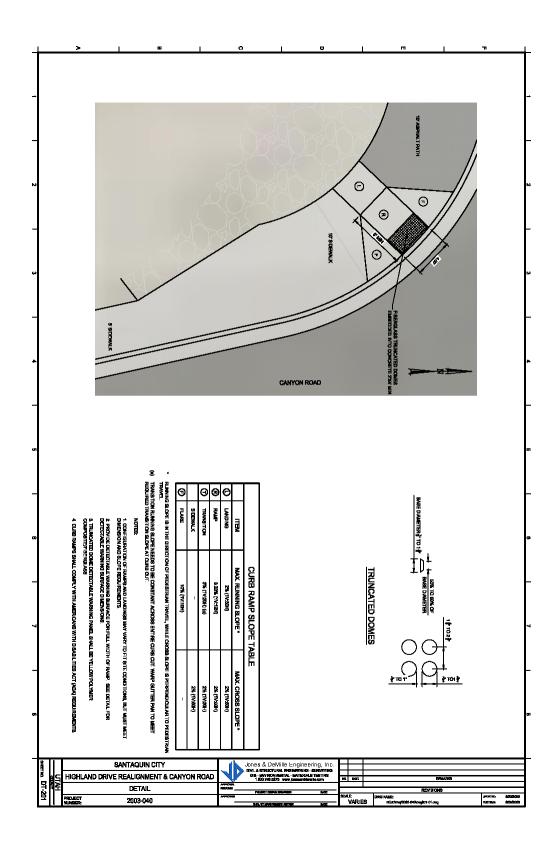


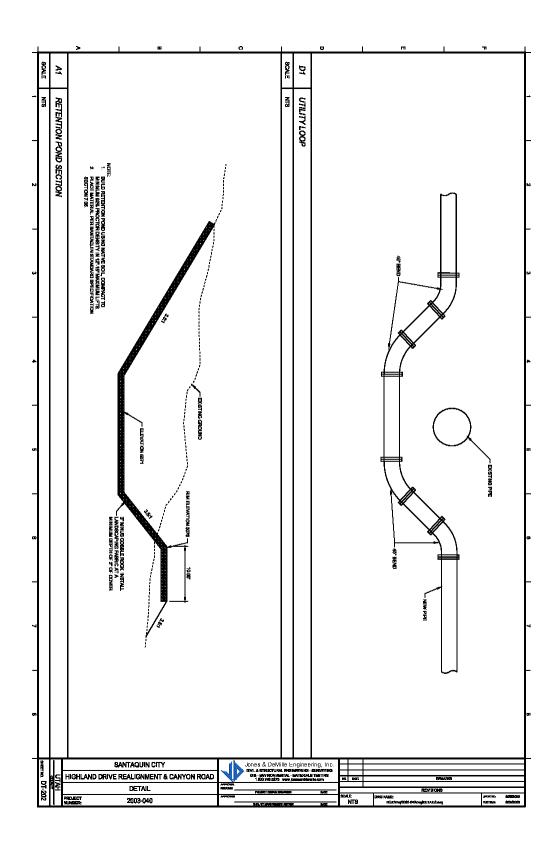












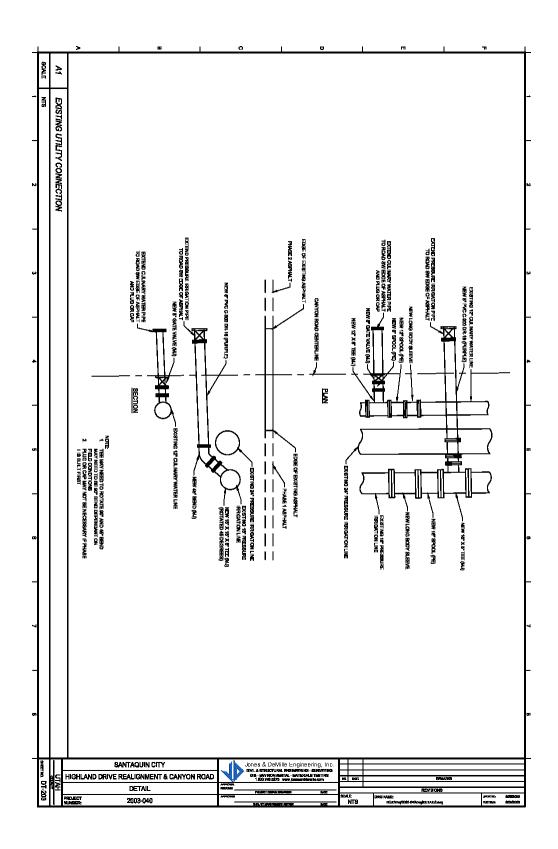


EXHIBIT B

Construction Bids

MITCHELL EXCAVATION, INC.

1455 W 200 S Lindon, UT 84042

Estimate

Date	Estimate #
2/22/2021	3410

Project

Name / Address	
D.R. Horton 12351 S. Gateway Park Place Suite D-100 Draper, Utah 84020	

			Highland Drive	Frontage Road
Description	Unit	Qty	Cost	Total
HIGHLAND DRIVE FRONTAGE ROAD PHASES 1 AND 2				
BID SCHEDULE PHASE I	AMERICAN NEIGHBARE	HER HARDINA		
Mobilization	LS	PROBLEM STATE	12,900.00	12,900.00
Quality Control Testing	LS	1	8,900.00	8,900.00
Traffic Control	LS	\$57E37E38	4,300.00	4,300.00
Clear & Grub	LS	1	12,000.00	12,000.00
Asphalt Removal (3'-5')	SY	1,550	3.55	5,502.50
Excavation and Grading (plan quantity)	CY	9,000	5.80	52,200.00
3" Asphalt	SF	35,000	1.30	45,500.00
8" Basc	SF	35,000	0.79	27,650.00
12" Structural Fill	SF	35,000	0.75	26,250.00
24" Curb & Gutter	LF	1,980	17.00	33,660.00
Sidewalk	SF	900	4.95	4,455.00
ADA Ramps	EA	3	1,650.00	4,950,00
Drive Approaches	EA	0.0000000000000000000000000000000000000	1,700.00	1,700.00
3" Asphalt (Pathway)	SF	11,000	1.61	17,710.00
8" Road Base (Pathway)	SF	11,000	0.85	9,350.00
12" Structural Fill (Pathway)	SF	11,000	0.79	8,690.00
Landscape Cobble (4")	SF	9,800	1.95	19,110.00
Concrete - Concrete Box Cap, Wall and Fence	LS	1	29,500.00	29,500.00
15" A.D.S. Storm Drain	LF	95	42.00	3,990.00
18" A.D.S. Storm Drain	LF	535	44.00	23,540.00
Single Curb Inlet Boxes	EA	2	3,400.00	6,800.00
Double Inlet Box	EA	3	5,980.00	17,940.00
60" Storm Drain Manhole	EA	4	3,650.00	14,600.00
Flared End Section	EA	1	1,700.00	1,700.00
Retention Pond Cobble	SF	8,750	1.25	10,937.50
Field Fencing	LF	1,180	9.00	10,620.00
Field Fence Gate (16')	EA	THE PROPERTY.	2,000.00	2,000.00
Street Light Base	EA	1	950.00	950.00
Paint Striping	LS	DECEMBED)	2,600.00	2,600.00
Subtotal				420,005.00
Estimate		Total		

Page 1

MITCHELL EXCAVATION, INC.

1455 W 200 S Lindon, UT 84042

Estimate

Date	Estimate #
2/22/2021	3410

Name / Address	
D.R. Horton 12351 S. Gateway Park Place Suite D-100 Draper, Utah 84020	

Project			
Highland	Drive Frontage Road		

Description	Unit	Qty	Cost	Total
BID SCHEDULE PHASE 2	and the second		ENTERNA D	
Mobilization	LS	1	12,900.00	12,900.00
Quality Control Testing	LS	ESSENCED S	9,500.00	9,500.00
Traffic Control	LS	1	2,700.00	2,700.00
Clear & Grub	LS	F67900000001	15,600,00	15,600.00
Asphalt Removal (Assume 3"-5")	SY	86	6,45	554.70
Excavation and Grading (Plan Quantity)	CY	2,000	5.95	11,900.00
Imported Fill	TN	2,700	9.75	26,325.00
3" Asphalt (Roadway)	SF	23,000	1.30	29,900.00
8" Road Base (Roadway)	SF	23,000	0.75	17,250.00
12" Structural Fill (Roadway)	SF	23,000	0.75	17,250.00
24" Curb & Gutter	LF	983	17.00	16,711.00
Residential Sidewalk	SF	500	4.95	2,475.00
ADA Ramps	EA	1	1,650.00	1,650.00
3" Asphalt (Pathway)	SF	4,500	1.73	7,785.00
8" Road Base (Pathway)	SF	4,500	0.85	3,825.00
12" Structural Fill (Pathway)	SF	4,500	0.79	3,555.00
Landscape Cobble (4")	SF	4,640	2,50	11,600.00
15" A.D.S. Storm Drain	LF	96	44.00	4,224.00
18° A.D.S. Storm Drain	LF	480	44.00	21,120.00
Single Curb Inlet Boxes	EA	4	3,400.00	13,600.00
Double Curb Inlet Boxes	EA	1	5,980.00	5,980.00
60" Storm Drain Manhole	EA	3	3,650,00	10,950.00
8" Gate Valve	EA	2	1,350.00	2,700.00
8" DR-18 C900 Purple Pipe Pressurized Irrigation	LF	450	35.00	15,750.00
8° C-900 Culinary Water Main	LF	455	35,00	15,925.00
8* Culinary Water Line Stub	EA	FREE CHARLES	3,900.00	3,900.00
4* Culinary Water Line Stub	EA	1	2,500.00	2,500.00
Fire Hydrant	EA	15-11-50 (55-1) 3	5,200.00	5,200.00
8" Sewer Main	LF	451	39.00	17,589.00
6" Sewer Lateral Stub	EA	1878 5 7 8 8 1 2	2,900.00	2,900.00
48" Sewer Manhole	EA	2	3,300.00	6,600.00
60* Cast-in-Place Manhole	EA	1	7,900.00	7,900.00
Estimate		Total		

MITCHELL EXCAVATION, INC.

1455 W 200 S Lindon, UT 84042

Estimate

Date	Estimate #
2/22/2021	3410

D.R. Horton 12351 S. Gateway Park Place Suite D-100 Draper, Utah 84020

	Project	
Highland	Drive Frontage Road	

Description	Unit	Qty	Cost	Total
18" Flared End Section	EA	1	1,700.00	1,700.00
Retention Pond Cobble	SF	6,250	1.25	7,812.50
Street Light Base	EA	1	950.00	950.00
Striping	LS	1	1,500,00	1,500.00
Subtotal			A STATE OF	340,281.20
ADDITIVE ALTERNATIVE NO. I/SCHEDULE 2			14 90 CE	
Tie into existing Culinary Water Line	EA	1	7,700.00	7,700.00
Tie In To Existing Pressurized Irrigation Line	EA	No. of State of	8,790.00	8,790.00
8" C-900 Culinary Water Main	LF	25	75.00	1,875.00
8" DR-18 C900 Purple Pipe Pressurized Irrigation	LF	32	70.00	2,240.00
8" Gate Valve	EA	2	1,350.00	2,700.00
2" Conduit for Street Lights	LF	255	15.00	3,825.00
Conduit City Clusters	LF	170	36.00	6,120.00
2" Overlay on Canyon Road	SF	29,500	1.05	30,975.00

CONTRACT PROPOSAL

	Customer:	DR Horton	Contact:	Dave Martin
ı	Address:		Phone:	385-214-7665
L			Fax:	
Γ	Project:	Santaquin Highland Dr East	Addendum:	1
	Project Location:	Santaquin, UT	Date:	2/12/2021

SUNROC CORPORATION MAY WITHDRAW THIS PROPOSAL IF WRITTEN ACCEPTANCE IS NOT RECEIVED FROM THE BUYER WITHIN 30 DAYS OF THE PROPOSAL DATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
id Sched	dule Phase 1				
30	Mobilization	1.000	L.S.	\$27,350.00	\$27,350.00
40	Quality Control Testing	1.000	L.S.	\$10,615.00	\$10,615.00
50	Traffic Control	1.000	L.S.	\$6,700.00	\$6,700.00
60	Clearing and Grubbing	1.000	L.S.	\$16,000.00	\$16,000.00
70	Asphalt Removal (3"-5")	1,550.000	S.Y.	\$ 3.55	\$5,502.50
80	Excavation and Grading (Plan Quantity)	9,000.000	C.Y.	\$ 5.75	\$51,750.00
90	Asphalt Pavement (3") (Roadway)	35,000.000	S.F.	\$ 1.22	\$42,700.00
100	Roadbase (8") (Roadway)	35,000.000	S.F.	\$ 0.70	\$24,500.00
110	Sub-Base (12") (Roadway)	35,000.000	S.F.	\$ 0.70	\$24,500.00
120	Curb & Gutter	1,980.000	L.F.	\$ 18.75	\$37,125.00
130	Residential Sidewalk	900.000	S.F.	\$ 6.30	\$5,670.00
140	ADA Ramp	3.000	EACH	\$1,425.00	\$4,275.00
150	Driveway Approach	1.000	EACH	\$1,165.00	\$1,165.00
160	Asphalt Pavement (3") (Pathway)	11,000.000	S.F.	\$ 1.50	\$16,500.00
170	Roadbase (8") (Pathway)	11,000.000	S.F.	\$ 0.90	\$9,900.00
180	Sub-Base (12") (Pathway)	11,000.000	S.F.	\$ 0.85	\$9,350.00
190	Landscaping Cobble (4")	9,800.000	S.F.	\$ 2.70	\$26,460.00
200	Concrete Box Culvert Cap, Wall and Fence	1.000	L.S.	\$18,000.00	\$18,000.00
210	Storm Drain 15" Corrugated HDPE	95.000	L.F.	\$ 65.00	\$6,175.00
220	Storm Drain 18" Corrugated HDPE	535.000	L.F.	\$ 64.00	\$34,240.00
230	Single Curb Inlet Box	2.000	EACH	\$3,475.00	\$6,950.00
240	Double Curb Inlet Box	3,000	EACH	\$5,650.00	\$16,950.00
250	Precast 60" Storm Drain Manhole	4.000	EACH	\$5,000.00	\$20,000.00
260	HDPE Flared End Section (18")	1,000	EACH	\$1,300.00	\$1,300.00
270	Retention Pond Cobble	8,750.000	S.F.	\$ 0.90	\$7,875.00
280	Field Fence	1,180.000	L.F.	\$ 9.10	\$10,738.00
290	Field Fence Gate (16')	1.000	EACH	\$1,275.00	\$1,275.00
300	Street Light Base	1.000	EACH	\$1,700.00	\$1,700.00
310	Paint Striping	1.000	L.S.	\$2,500.00	\$2,500.00
		*** Base	Bid Scher	dule 1 Total ***	\$447,765,50

2/12/2021 Page 1 of 4

Bid Schedule Phase 2

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TEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUN
340	Mobilization	1,000	L.S.	\$27,350.00	\$27,350.0
350	Quality Control Testing	1.000	L.S.	\$10,615.00	\$10,615.0
360	Traffic Control	1.000	L.S.	\$2,250.00	\$2,250.0
370	Clearing and Grubbing	1.000	L.S.	\$10,500.00	\$10,500.0
380	Asphalt Removal (Assume 3"-5")	86.000	S.Y.	\$ 13.45	\$1,156.7
390	Excavation and Grading (Plan Quantity)	2,000.000	C.Y.	\$ 8.10	\$16,200.0
400	Imported Fill	2,700.000	TON	\$ 10.60	\$28,620.0
410	Asphalt Pavement (3") (Roadway)	23,000.000	S.F.	\$ 1.22	\$28,060.0
420	Roadbase (8") (Roadway)	23,000.000	S.F.	\$ 0.70	\$16,100.0
430	Sub-Base (12") (Roadway)	23,000.000	S.F.	\$ 0.80	\$18,400.0
440	Curb & Gutter	983.000	L.F.	\$ 18.75	\$18,431.2
450	Residential Sidewalk	500.000	S.F.	\$ 6.30	\$3,150.0
460	ADA Ramp	1.000	EACH	\$1,425.00	\$1,425.0
470	Asphalt Pavement (3") (Pathway)	4,500.000	S.F.	\$ 1.65	\$7,425.0
480	Roadbase (8") (Pathway)	4,500.000	S.F.	\$ 0.90	\$4,050.0
490	Sub-Base (12") (Pathway)	4,500.000	S.F.	\$ 0.85	\$3,825.0
500	Landscaping Cobble (4")	4,640.000	S.F.	\$ 2.70	\$12,528.0
510	Storm Drain 15' Corrugated HDPE	96.000	L.F.	\$ 65.00	\$6,240.
520	Storm Drain 18" Corrugated HDPE	480.000	L.F.	\$ 64.00	\$30,720.
530	Single Curb Inlet Box	4.000	EACH	\$3,475.00	\$13,900.
540	Double Curb Inlet Box	1.000	EACH	\$5,650.00	\$5,650.
550	Precast 60" Storm Drain Manhole	3.000	EACH	\$5,000.00	\$15,000.
560	Gate Valve (8")	2.000	EACH	\$2,400.00	\$4,800.
570	C900 Purple PVC Pressure Irrigation Line (8")	450.000	L.F.	\$ 51.00	\$22,950.
580	C900 Blue Culinary Water Line (8")	455.000	L.F.	\$ 49.50	\$22,522.
590	Culinary Water Line Stub (8")	1.000	EACH	\$6,650.00	\$6,650.
600	Culinary Water Line Stub (4")	1.000	EACH	\$5,400.00	\$5,400.
610	Fire Hydrant	1.000	EACH	\$6,350.00	\$6,350.
620	PVC Sewer Line (8")	451.000	L.F.	\$ 41.85	\$18,874.
630	PVC Sewer Later Stub (6")	1.000	EACH	\$3,450.00	\$3,450.0
640	Precast 48" Sewer Manhole	2.000	EACH	\$4,650.00	\$9,300.0
650	Cast-in-Place 60' Sewer Manhole	1.000	EACH	\$7,425.00	\$7,425.0
660	HDPE Flared End Section (18")	1.000	EACH	\$1,300.00	\$1,300.0
670	Retention Pond Cobble	6,250.000	S.F.	\$ 0.90	\$5,625.0
680	Street Light Base	1.000	EACH	\$1,700.00	\$1,700.0
690	Paint Striping	1.000	L.S.	\$1,800.00	\$1,800.0
		*** Base	Bid Schee	dule 2 Total ***	\$399,742.8
itive A	Alternate No. 1/Schedule 2				
720	Connection to Existing CW Line	1,000	EACH	\$7,275.00	\$7,275.0
730	Connection to Existing PI Line	1.000	EACH	\$7,300.00	\$7,300.0
740	C900 Blue Culinary Water Line (8")	25.000	L.F.	\$ 162.00	\$4,050.0
750	C900 Purple PVC Pressure Irrigation Line (8")	32.000	L.F.	\$ 142.00	\$4,544.0
760	Gate Valve (8")	2.000	EACH	\$2,400.00	\$4,800.
770	Street Light Conduit (2")	255.000	L.F.	\$ 15.95	\$4,067.
780	Conduit Clusters	170.000	L.F.	\$ 27.25	\$4,632.
790	Canyon Road Asphalt Overlay (2")	29,500.000	S.F.	\$ 1.12	\$33,040.
		*** Additive Alternate N			\$69,708.7

2/12/2021 Page 2 of 4

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				Grand Total:	\$917,217.05

NOTES & EXCLUSIONS:

- Proposal is bed per DR Horton's bid schedule.
- Proposal based on plans dated 27 Jan 2021
- Excludes monument survey and installation
- Excludes removal of undocumented fill, pinhole material and non-engineered fill
- Excludes water loops
- Excludes dewatering
- Excludes the purchase of payment or performance bonds
- Excludes purchase or installation of vapor barrier
- Excludes screening and placing of topsoil
- Excludes shoring or bracing of excavation other than trenches

 Sunroc is not responsible for surface drainage issues on grades designed at less than 1.5%

 Proposal for items specifically included as line items above
- Earthwork quantities are based on grades as shown on the drawings. If the onsite grades vary from the grades on the plans, we reserve the right to adjust our pricing accordingly
- Amount paid to be based on actual field installed quantities
- Excludes SWPPP plan/NOI permit/erosion control inspections
- Excludes engineering & surveying
- Excludes material testing (compaction, concrete, asphalt, etc.)
- Excludes city connection fees



ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

- 1. Purchaser represents to be the record owner or authorized agent of the record owner of the real property that shall be improved pursuant to this Agreement (the "Property") with authority to enter into contractual agreements and to grant SUNROC authority to perform the work identified herein. The Purchaser agrees that all materials in this Agreement will be used in the construction. alteration, or improvement of the Property. Purchaser shall not use this document to acquire financing.
- This Contract Proposal/Agreement shall only be modified by written change order signed by SUNROC and Purchaser. Oral requests for change shall not be binding on SUNROC unless reduced to writing by change order.
- 3. Purchaser shall assume full responsibility for the accuracy of all lines, levels, quantities, locations and measurements and their relation to the work to be performed by SUNROC. No representation or warranty, express or implied, is made as to the quantities, sizes, grades, specifications, or other matters relating to the needs of the project. In all cases where dimensions are governed by conditions, already established or otherwise, the responsibility for coordination of such conditions as it relates to SUNROC's work shall rest entirely on the Purchaser. It is the Purchaser's sole responsibility to compare the items on this Contract Proposal/Agreement with plans and specifications for accuracy and completeness. Any variations or modifications from specified lines, grades or dimensions required shall be the responsibility of the Purchaser and subject to a change order should additional work be required of SUNROC.
- In the event the record owner of the Property sells, mortgages, or otherwise transfers or encumbers the Property, the total amount herein provided shall become immediately due and payable as to any and all amounts then unpaid.
- Purchaser agrees that all alleged defects in work, material or labor shall be made in writing to SUNROC within ten (10) calendar days of the date of the billing invoice for the work performed. If said writing has not been made within the time period specified herein, Purchaser waives any right to claim defects and/or offsets for these alleged defects. In the event of defective work, SUNROC's sole and exclusive liability shall be to repair or replace defective work at its discretion. In no event shall SUNROC be liable for special, incidental, or consequential damages, including, but not limited to, loss of good will, loss of profits, or loss of use.
- In the event that material costs on which this Contract Proposal/Agreement is based rise in excess of fifteen percent (15%) during the course of work, Purchaser agrees that these increased costs, in their entirety, shall be billed to Purchaser as an automatic adjustment to the Contract Proposal/Agreement.
- To the extent that the contracted price is based on a specified unit or square foot price, Purchaser agrees that the number of units or square feet indicated is an approximation, and that SUNROC shall be paid in full for the actual units or square feet completed as determined by field measurement by SUNROC.
- SUNROC shall not be liable for failure of performance or failure of delay in delivery by reason of any event beyond the control of SUNROC, including, but not limited to, strikes; labor disputes; fire; flood; weather; embargo; war or other hostilities; government authority or regulation; acts of God; shortage of material or fuel; as a result of actions of Purchaser, record owner, or any other person; or as a result of the extension of time granted by Purchaser. Upon the occurrence of such delay, SUNROC shall receive an equitable extension of time for completion of the Agreement. SUNROC shall not be entitled to any damages or compensation as a result of said delay except to the extent that said delay was caused by the Purchaser, record owner, or persons employed by the Purchaser or record owner.
- SUNROC assumes no risk of non-disclosed or unforeseen conditions of the Property, including, but not limited to, hazardous substances (as defined by applicable law). In the event that hazardous substances are present on the Property (other than hazardous substances introduced by SUNROC), Purchaser agrees to indemnify SUNROC and its officers, directors, employees, agents, representatives, and subcontractors from and against any and all losses, claims, damages, fines, penalties, liabilities, injuries, costs and expenses (including all attorney fees and costs incurred in any civil, criminal, or administrative proceeding) arising from such hazardous substances, including, but not limited to, the presence or use, generation, storage, treatment, containment, release, threatened release, disposal of, exposure, or threatened exposure.
- 10. Unless otherwise noted, all federal, state, and other taxes of any nature related to this Agreement shall be borne by Purchaser.
- 11. SUNROC warrants that all materials covered by this Agreement shall conform to industry standards. No implied warranties of fitness or merchantability are given and are expressly disclaimed by SUNROC.
- 12. The parties agree that the prevailing party in any lawsuit arising from or as a result of this Agreement, whether the action is based on the Agreement's terms and provisions or on any other theory of liability, shall be entitled to an award of attorney fees and costs
- 13. This Contract Proposal/Agreement is the total agreement and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written. This Agreement shall be construed and interpreted as if drafted equally by all Parties hereto.
- 14. This Agreement shall be governed by the laws of the Local State where the project resides, without regard to its choice of law
- PAYMENTS IS TO BE MADE AS FOLLOWS: All accounts due 15th of month following date of billing. In the event payment is not made by the due date, I or we agree to pay if collection is made by suit or otherwise a reasonable attorney's fee, plus a FINANCE CHARGE OF 11/1% per month (ANNUAL PERCENTAGE RATE 18%), and hereby waive all rights to claim exemption under state laws. Signature by owner or agent constitutes acceptance of the above.

ACCEPTED:	CONFIRMED:
The above prices and specifications are satisfactory and hereby accepted.	SUNROC CORPORATION
Buyer:	Authorized Signature:
Signature:	Estimator:
Date of Acceptance:	Estimate #: 21UT014

2/12/2021 Page 4 of 4 SUNROC.COM



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Kenny Seng Construction

800 South 3110 West Provo, UT 84601

Office (801) 226.4125 Fax: (801) 226.1513 www.kennyseng.com

To:	DR Horton Homes	Contact:	
Address:	Salt Lake City, UT	Phone:	(801) 571-7101
		Fax:	(801) 571-7102
Project Name:	Highland Drive Realignment And Canyon Road Phase 1	Bid Number:	
Project Location:		Bid Date:	

Excluded: Bond, SWPPP permit/plan/inspections, export of excess grading materials, imported trench backfill, dewatering, rock excavation, topsoil respread, imported top soil, seeding, erosion control blakets,

NOTE: We are using all native material for subgrade cut to fills. NOTE: No soils report was provided.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
PHASE 1					
1-1	Mobilization	1.00	LS	\$22,000.00	\$22,000.00
1-2	Quality Control Testing	1.00	LS	\$8,400.00	\$8,400.00
1-3	Traffic Control (Based On Closing Highland Drive And	1.00	LS	\$19,000.00	\$19,000.00
	Temp Signal Canyon Road)				
1-4	Clearing & Grubbing	1.00		\$13,000.00	\$13,000.00
1-5	Asphalt Removal (3"-5")	1,550.00		\$2.65	\$4,107.50
1-6	Excavation And Grading (Plan Quantity)	9,000.00		\$3.68	\$33,120.00
1-7	Asphalt Pavement (3") Roadway	35,000.00		\$1.34	\$46,900.00
1-8	Road Base 8" Roadbase	35,000.00	SF	\$0.68	\$23,800.00
1-9	Sub-base (12") Roadway	35,000.00	SF	\$1.07	\$37,450.00
1-10	Curb & Gutter	1,980.00	LF	\$22.00	\$43,560.00
1-11	Residential Sidewalk	900.00	SF	\$6.36	\$5,724.00
1-12	ADA Ramp	3.00	EACH	\$1,450.00	\$4,350.00
1-13	Driveway Approach	1.00	EACH	\$1,500.00	\$1,500.00
1-14	Asphalt Pavement (3") Pathway	11,000.00	SF	\$1.45	\$15,950.00
1-15	Road Base (8") Pathway	11,000.00	SF	\$0.68	\$7,480.00
1-16	Sub-base (12") Pathway	11,000.00	SF	\$1.07	\$11,770.00
1-17	Landscaping Cobble (4")	9,800.00	SF	\$1.67	\$16,366.00
1-18	Concrete Box Culvert Cap, Wall And Fence (We Are Removing Just Enough Concrete To Install The New Headwall.	1.00	LS	\$22,500.00	\$22,500.00
1-19	Storm Drain 15" Corrugated HDPE	95.00	LF	\$38.00	\$3,610.00
1-20	Storm Drain 18" Corrugated HDPE	535.00	LF	\$42.00	\$22,470.00
1-21	Single Curb Inlet Box	2.00	EACH	\$2,000.00	\$4,000.00
1-22	Double Curb Inlet Box	3.00	EACH	\$3,900.00	\$11,700.00
1-23	Precast 60" Storm Drain Manhole	4.00	EACH	\$3,500.00	\$14,000.00
1-24	HDPE Flared End Section (18*)	1.00	EACH	\$400.00	\$400.00
1-25	Retention Pond Cobble	8,750.00	SF	\$1.67	\$14,612.50
1-26	Field Fence	1,180.00	LF	\$7.65	\$9,027.00
1-27	Field Fence Gate (16')	1.00	EACH	\$700.00	\$700.00
1-28	Street Light Base	1.00	EACH	\$1,500.00	\$1,500.00
1-29	Paint Striping	1.00	LS	\$2,500.00	\$2,500.00
		Total Price	for above	PHASE 1 Items:	\$421,497.00
PHASE 2					
2-1	Mobilization	1.00	10	\$22,000.00	422 ppp pp
2-1		1.00			\$22,000.00
2-2	Quality Control Testing	1.00	LS	\$6,550.00	\$6,550.00

2/24/2021 9:43:26 AM Page 1 of 3

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2-3	Traffic Control	1.00	LS	\$15,000.00	\$15,000.00
2-4	Clearing & Grubbing	1.00	LS	\$6,500.00	\$6,500.00
2-5	Asphalt Removal (Assume 3"-5")	86.00	SY	\$48.00	\$4,128.00
2-6	Excavation And Grading (Plan Quantity)	2,000.00	CY	\$5.00	\$10,000.00
2-7	Imported Fill	2,700.00	TON	\$8.76	\$23,652.00
2-8	Asphalt Pavement (3") Roadway	23,000.00	SF	\$1.34	\$30,820.00
2-9	Road Base (8") Roadway	23,000.00	SF	\$0.68	\$15,640.00
2-10	Sub-Base (12") Roadway	23,000.00	SF	\$1.07	\$24,610.00
2-11	Curb And Gutter	983.00	LF	\$23.50	\$23,100.50
2-12	Residential Sidewalk	500.00	SF	\$6.37	\$3,185.00
2-13	ADA Ramp	1.00	EACH	\$1,450.00	\$1,450.00
2-14	Asphalt Pavement (3") Pathway	4,500.00	SF	\$1.45	\$6,525.00
2-15	Road Base (8") Pathway	4,500.00	SF	\$0.68	\$3,060.00
2-16	Sub-base (12") Pathway	4,500.00	SF	\$1.07	\$4,815.00
2-17	Landscaping Cobble (4")	4,640.00	SF	\$1.67	\$7,748.80
2-18	Storm Drain 15" Corrugated HDPE	96.00	LF	\$38.00	\$3,648.00
2-19	Storm Drain 18" Corrugated HDPE	480.00	LF	\$42.00	\$20,160.00
2-20	Single Curb Inlet Box	4.00	EACH	\$2,000.00	\$8,000.00
2-21	Double Curb Inlet Box	1.00	EACH	\$3,900.00	\$3,900.00
2-22	Precast 60" Storm Drain Manhole	3.00	EACH	\$3,500.00	\$10,500.00
2-23	Gate Valve (8")	2.00	EACH	\$2,200.00	\$4,400.00
2-24	C900 Purple PVC Pressure Irrigation Line (8")	450.00	LF	\$28.00	\$12,600.00
2-25	C900 Blue Culinary Water Line (8")	455.00	LF	\$27.50	\$12,512.50
2-26	Culinary Water Line Stub (8")	1.00	EACH	\$3,600.00	\$3,600.00
2-27	Culinary Water Line Stub (4")	1.00	EACH	\$2,200,00	\$2,200.00
2-28	Fire Hydrant	1.00	EACH	\$5,000.00	\$6,000.00
2-29	PVC Sewer Line (8")	451.00	LF	\$35.00	\$15,785.00
2-30	PVC Sewer Lateral Stub (6")	1.00	EACH	\$1,800.00	\$1,800.00
2-30	Precast 48" Sewer Manhole	2.00	EACH	\$3,600.00	\$7,200.00
2-31	CIP 60" Sewer Manhole (Includes Asphalt Patch)	1.00	EACH	\$9,500.00	\$9,500.00
2-31	HDPE Flared End Section 18"	1.00	EACH	\$600.00	\$600.00
2-31	Retention Pond Cobble	6,250.00	SF	\$1.67	\$10,437.50
2-32	Street Light Base	1.00	EACH	\$1,500.00	\$1,500.00
2-33	Paint Striping	1.00	LS	\$1,900.00	\$1,900.00
		Total Price	for above	PHASE 2 Items:	\$345,027.30
PHASE 2AI	ternate				
3-1	Connection To Existing CW Line	1.00	EACH	\$6,077.12	\$6,077.12
3-2	Connection To Existing PI Line		EACH	\$7,844.64	\$7,844.64
3-3	C900 Blue Culinary Water Line 8"	25.00		\$109.17	\$2,729.25
3-4	C900 Purple PVC Pressure Irrigation Line 8"	32,00		\$86.51	\$2,768.32
3-5	Gate Valve 8"		EACH	\$2,059.30	\$4,118.60
3-6	Street Light Conduit (2") W/ Road Crossing & Asphalt Patch	255.00		\$21.60	\$5,508.00
3-7	Conduit Cluster - With Road Crossing And Asphalt Patch	170.00	LF	\$55.87	\$9,497.90
3-8	Canyon Road Asphalt Overlay (2")	29,500.00		\$0.95	\$28,025.00
		Total Price for above	PHASE 2	Alternate Items:	\$66,568.83

Total Bid Price: \$833,093.13

- Bid excludes the handling or removal of hazardous waste, (OWNER IS TO NOTIFY US OF ANY CONTAMINATES BEFORE WORK BEGINS WE TAKE NO LIABILITY FOR CLEANUP)
- Bid DOES NOT include modifications of any existing utilities (GAS, POWER, ETC.)
 Bid proposal reflects the current price for Materials. We can only hold the suppliers price for 30 days from the date of this proposal. We reserve the
- right to pass on any increases to owner.

 NO HARD ROCK EXCAVATION IS INCLUDED UNLESS OTHERWISE STATED IN THIS PROPOSAL
- · DEWATERING PUMPING IS NOT INCLUDED UNLESS OTHERWISE STATED IN THIS PROPOSAL

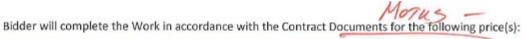
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Page 2 of 3

- Due to unstable energy prices, this contract is subject to a fuel surcharge per ton for all materials included in the contract. Buyer agrees, increases or decreases to fuel costs above or below the listed Bench Mark Price, at the date of this proposal, is cause for adjustment to the contract.
 Kenny Seng Construction Co., shall not be liable for any delay or failure in performance resulting, in whole or in part, from any cause or event of Force Majeure. The term "Force Majeure" means any event or events or any cause or causes which are not within the control of Kenny Seng Construction Co., which make it impossible or commercially impractical for Kenny Seng Construction Co., to perform its obligations within the time (s) contemplated by this agreement, including without limitation events of riot, war, rebellion, blockage, insurrection, interruption of utilities, terrorism, vandalism, fire, acts of God, flood, frost, extreme temperatures, landslide, washout, atmospheric disturbances, lightning, storm, tornado, earthquake, and civil disturbances, availability of materials, strikes, or lockouts, and requirements of law, and acts or orders of governmental authorities. authorities.
- 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 the contract.
 KSC must aquire CAD files and Survey Control at least one week before we can begin a project. Survey Model will be used to validate and compare
- existing and design surfaces from the bidding set. Any changes will be addressed before project can begin.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: Kenny Seng Construction
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Chris Rhoades
	(801) 703-5749 crhoades@kennyseng.com

2/24/2021 9:43:26 AM Page 3 of 3



	BID SCHED	Pide			
Item	Item Description Unit	Bid Unit	Bid Price		
No.			Quantity	Price	بحشور
1-1	Mobilization	L.S.	1 1	\$3750	\$4500
1-2	Quality Control Testing pipe testing only	L.S.	1	\$1200	\$1200
1-3	Traffic Control	L.S.	1	\$4000	\$4000
1-4	Clearing and Grubbing includes demo	L.S.	1	\$8500	\$8500
1-5	Asphalt Removal w/sawcut (3"-5")	S.Y.	15800	\$2.95	\$46610
1-6	Excavation and Grading (Plan Quantity excavation and embankment – does not include import fill)	C.Y.	11400	\$3.50	\$39900
1-7	Asphalt Pavement (3") (Roadway)	S.F.	35000	\$1.38	\$48300
1-8	Roadbase (8") (Roadway)	S.F.	35000	\$0.85	\$29750
1-9	Sub-Base (12") (Roadway)	S.F.	35000	\$0.99	\$34650
1-10	Curb & Gutter	L.F.	1980	\$20.70	\$40986
1-11	Residential Sidewalk	S.F.	900	\$7.95	\$7155
1-12	ADA Ramp	Each	3	\$1800	\$5400
1-13	Driveway Approach	Each	1	\$1100	\$1100
1-14	Asphalt Pavement (3") (Pathway)	S.F.	11000	\$1.74	\$19140
1-15	Roadbase (8") (Pathway)	S.F.	11000	\$0.99	\$10890
1-16	Sub-Base (12") (Pathway)	S.F.	11000	\$1.09	\$11990
1-17	Landscaping Cobble (4")	S.F.	9800	\$2.50	\$24500
1-18	Concrete Box Culvert Cap, Wall and Fence	L.S.	1	\$30000	\$30000
1-19	Storm Drain 15" Corrugated HDPE	L.F.	95	\$35.00	\$3325
1-20	Storm Drain 18" Corrugated HDPE	L.F.	535	\$40.00	\$21400
1-21	Single Curb Inlet Box includes tie in	Each	2	\$2700	\$5400
1-22	Double Curb Inlet Box includes tie in	Each	3	\$3800	\$11400

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1-23	Precast 60" Storm Drain Manhole	Each	4	\$4700	\$18800	
1-24	HDPE Flared End Section (18")	Each	1	\$1250	\$1100	1

		Base Bid / S	Schedule 1	- Total	\$474,426.00
1-29	Paint Striping	L.S.	1	\$3150	\$3150
1-28	Street Light Base	Each	1	\$1800	\$1800
1-27	Field Fence Gate (16')	Each	1	\$2000	\$2000
1-26	Field Fence	L.F.	1180	\$11.00	\$12980
1-25	Retention Pond Copple	S.F.	6/50	⊅∠.0U	\$245UU

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Item	BID SCHEE	OULE - Estimate		Bid Unit	Bid Price
No.	Item Description Unit		Quantity	Price	
1-1	Mobilization	L.S.	1	\$5500	\$4500
1-2	Quality Control Testing pipe testing only	L.S.	1	\$2500	\$2500
1-3	Traffic Control	L.S.	1	\$8500	\$8500
1-4	Clearing and Grubbing	L.S.	1	\$7500	\$7500
1-5	Asphalt Removal (Assume 3"-5")	S.Y.	86	\$4.50	\$387
1-6	Excavation and Grading (Plan Quantity excavation and embankment – does not include import fill)	C.Y.	4700	\$3.50	\$16450
1-7	Imported Fill	Ton	2700	\$9.95	\$26865
1-8	Asphalt Pavement (3") (Roadway)	S.F.	23000	\$1.38	\$31740
1-9	Roadbase (8") (Roadway)	S.F.	23000	\$0.85	\$19550
1-10	Sub-Base (12") (Roadway)	S.F.	23000	\$0.99	\$22770
1-11	Curb & Gutter	L.F.	983	\$20.70	\$20348.10
1-12	Residential Sidewalk	S.F.	500	\$7.95	\$3975
1-13	ADA Ramp	Each	1	\$1800	\$1800
1-14	Asphalt Pavement (3") (Pathway)	S.F.	4500	\$1.74	\$7830
1-15	Roadbase (8") (Pathway)	S.F.	4500	\$0.99	\$4455
1-16	Sub-Base (12") (Pathway)	S.F.	4500	\$1.09	\$4905
1-17	Landscaping Cobble (4")	S.F.	4640	\$2.50	\$11600
1-18	Storm Drain 15" Corrugated HDPE	L.F.	180	\$35.00	\$6300
1-19	Storm Drain 18" Corrugated HDPE	L.F.	315	\$40.00	\$12600

1-ZU	Single Curb inlet Box includes tie in	Each	4	\$27UU	\$10800
1-21	Double Curb Inlet Box includes tie in	Each	1	\$3800	\$3800
1-22	Precast 60" Storm Drain Manhole includes collar	Each	3	\$4500	\$13500
1-23	Gate Valve (8")	Each	2	\$1750	\$3500
1-24	C900 Purple PVC Pressure Irrigation Line (8")	L.F.	450	\$38.50	\$17325

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		Base Bid	Schedule	2 - Subtotal	\$353,901.10
1-33	Paint Striping	L.S.	1	\$3150	\$3150
1-32	Street Light Base	Each	1	\$1800	\$1800
1-31	Retention Pond Cobble	S.F.	6250	\$2.50	\$15625
1-30	HDPE Flared End Section (18")	Each	1	\$1250	\$1250
1-29	Cast-in-Place 60" Sewer Manhole includes collar and road cut/repair	Each	1	\$10500	\$10500
1-30	Precast 48" Sewer Manhole includes collar	Each	2	\$5000	\$10000
1-30	PVC Sewer Later Stub (6")	Each	1	\$2500	\$2500
1-29	PVC Sewer Line (8")	L.F.	451	\$38.50	\$17363.50
1-28	Fire Hydrant	Each	1	\$5800	\$5900
1-27	Culinary Water Line Stub (4")	Each	1	\$2500	\$2500
1-26	Culinary Water Line Stub (8")	Each	1	\$2750	\$2750
1-25	C900 Blue Culinary Water Line (8")	L.F.	455	\$37.50	\$17062.50

2-1	Connection to Evicting CW Line	Eook		00000	******
2-1	Connection to Existing CW Line includes road cut/repair	Each		\$6000	\$3800
2-2	Connection to Existing PI Line includes road cut/repair	Each	1	\$8500	\$5900
2-3	C900 Blue Culinary Water Line (8")	L.F.	25	\$42.00	\$1050
2-4	C900 Purple PVC Pressure Irrigation Line (8")	L.F.	32	\$44.00	\$1408
2-5	Gate Valve (8")	Each	2	\$1650	\$3300
2-6	Street Light Conduit (2")	L.F.	255	\$11.75	\$2996.25
2-7	Conduit Clusters	L.F.	170	\$75	\$12750
2-8	Canyon Road Asphalt Overlay (2")	SF	29500	\$1.35	\$39825

Additive Alternate No. 1 / Schedule 2 - Subtotal

Total Bid Price Phase 2

\$75,829.25

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EVANS GRADER AND PAVING

2097 Ironton Blvd Provo, Utah 84606 801-377-7698 Office estimating@evansgrader.com

Bid Proposal

Customer:

DR Horton

Date:

2-Mar-21

Attn:

Dave Martin

<u>Cell:</u> <u>Email:</u> 385-214-7665 dmartin2@drhorten.com

Project Name:

Highland Dr. and Canyon Road Realignment

Santaquin, Utah

Item#	DESCRIPTION	Unit	Quantity	Unit Cost		Total
1-1	Mobilization	Bid Schedule - Phase 1	1	25 000 00	s	
1-2				25,000.00		25,000.0
	Quality Control Testing	L.S.	1	10,000.00	-	10,000.0
1-3	Traffic Control	L.S.	1	20,000.00	\$	20,000.0
1-4	Clearing and Grubbing	L.S.	1	25,000.00	\$	25,000.0
1-5	Asphalt Removal (3"-5")	S.Y.	1,550		\$ 1	13,950.0
1-6	Excavation and Grading (Plan Quantity)	C.Y.	9,000	4.35	s cit	39,150.0
1-7	Asphalt Pavement (3*) (Roadway)	S.F.	35,000	1.25	3 / 1.	43,750.0
1-8	Roadbase (6") (Roadway)	S.F.	35,000	0.90	\$	31,500.0
1-9	Sub-Base (12") (Roadway)	8.F.	35,000	1.00	5	35,000.0
1-10	Curb & Gutter	L.F.	1,980	20.00	\$	39,600.0
1-11	Residential Sidewalk	S.F.	900	6.50	\$	5,850,0
1-12	ADA Ramp	Each	3			7,500.0
1-13	Driveway Approach	Each	1		\$	1,850.0
1-14	Asphalt Pavement (3") (Pathway)	S.F.	11,000		Ś	17,160.0
1-15	Roadbase (8") (Pathway)	S.F.	11,000	1.20	s	13,200.0
1-16	Sub-Base (12") (Pathway)	S.F.			5	
1-17	Landscaping Cobble (4*)	S.F.	11,000		\$	15,950.0
			9,800			16,170.0
1-18	Concrete Box Culvert Cap, Wall and Fence	L.S.	1		\$	20,000.0
1-19	Storm Drain 15" Corrugated HDPE	L.F.	95			5,225.0
1-20	Storm Drain 18" Corrugated HDPE	L.F.	535		\$	27,820.0
1-21	Single Curb Inlet Box	Each	2		\$	7,000.0
1-22	Double Curb Inlet Box	Each	3	6,500.00	\$	19,500.0
1-23	Precast 60" Storm Drain Manhole	Each	4	6,500.00	\$	26,000.0
1-24	HDPE Flared End Section (18")	Each	1	500.00	\$	500.0
1-25	Retention Pond Cobble	8.F.	8,750	1.65	5	14,437.5
1-26	Field Fence	L.F.	1,180		5	8,850.0
1-27	Field Fence Gate (16')	Each	1	1,150.00	S	1,150.0
1-28	Street Light Base	Each	1	1,750.00	ś	1,750.0
1-29	Paint Striping	LS.		2,000.00	ś	2,000.0
			Base Bid / Schedul	100000000000000000000000000000000000000	\$	494,862.50
		Bid Schedule - Phase 2				
1-1	Mobilization	L.S.	1	25,000,00		
1-2	Quality Control Testing				*	25,000.0
		LS.	1	8,000.00	ş	8,000.0
1-3	Traffic Control	L.S.	1	16,000.00	\$	16,000.0
1-4	Clearing and Grubbing	L.S.	1	18,500.00	\$	18,500.0
1-5	Asphalt Removal (Assume 3"-5")	S.Y.	88		\$	1,548.0
1-6	Excavation and Grading (Plan Quantity)	C.Y.	2,000	5.35	5	10,700.0
1-7	Imported Fill	Ton	2,700	15.00	\$	40,500.00
1-B	Asphalt Pavement (3") (Roadway)	8.F.	23,000	1.28	\$	29,440.00
1-9	Roadbase (8") (Roadway)	S.F.	23,000	0.90	5	20,700.00
1-10	Sub-Base (12") (Roadway)	S.F.	23,000	1.00	S	23,000.00
1-11	Curb & Gutter	L.F.	983	20.00	s	19,660.0
1-12	Residential Sidewalk	S.F.	500	6.50	Ś	3,250.00
1-13	ADA Ramp	Each	1	2,500,00	4	2,500.00
1-14	Asphalt Pavement (3") (Pathway)	S.F.	4,500	1.70	ś	7,650.00
1-15	Roadbase (B") (Pathway)	S.F.	4,500		Ś	
1-16	Sub-Base (12") (Pathway)					5,400.00
		S.F.	4,500	1.45	s	6,525.00
1-17	Landscaping Cobble (4")	S.F.	4,640		S.	7,656.00
	Storm Drain 15" Corrugated HDPE	L.F.	96		\$	5,280.00
1-18	Storm Drain 18" Corrugated HDPE	L.F.	480		\$	24,960.00
1-19				3,500.00	5	14,000.00
1-19 1-20	Single Curb Inlet Box	Each	4	-,		
1-19		Each Each	1	6,500.00	\$	6,500.00
1-19 1-20	Single Curb Inlet Box			6,500.00	5	6,500.00
1-19 1-20 1-21	Single Curb Inlet Box Double Curb Inlet Box	Each	1 3	6,500.00	-	

		Project Total			\$	1,007,869.00
		Additive	Alternate / Schedul	e 2 - Subtotal	\$	83,225.00
2-8	Canyon Road Asphalt Overlay (2")	S.F.	29,500	1.50	5	44,250.00
2-7	Conduit Clusters	L.F.	170	50.00	5.5	8,500.00
2-6	Street Light Conduit (2")	L.F.	255	40.00	5-	10,200.00
2-5	Gate Valve (B")	Each	2	2,000.00	\$	4,000.00
2-4	C900 Purple PVC Pressure Irrigation Line (8")	L.F.	32	50.00	5	1,600.00
2-3	C900 Blue Culinary Water Line (8")	LF.	25	55.00	\$	1,375.00
2-2	Connection to Existing PI Line	Each	1	7,000.00	\$	7,000.00
2-1	Connection to Existing CW Line	Each	1	6,300.00	\$	6,300.0
		te No. 1/ Schedule 2				
		Base Bld	/ Schedule 2 - Subi	otal	\$	429,781.50
1-36	Paint Striping	LS.	1	2,000.00	\$	2,000.00
1-35	Street Light Base	Each	1	1,750.00	\$	1,750.00
1-84	Retention Pand Cabble	S.F.	6,250	1.65	5	10,312.50
1-33	HDPE Flered End Section (18")	Each	1	500.00	\$	500.00
1-32	Cast-in-Place 80" Sewer Manhole	Each	1	6,500.00	\$	6,500,0
1-31	Precast 48" Sewer Manhole	Each	2	5,000.00	\$	10,000.0
1-30	PVC Sewer Later Stub (6")	Each	1	2,500.00	5	2,500.0
1-29	PVC Sewer Line (8")	L.F.	451	50.00	\$	22,550.0
1-25	Fire Hydrant	Each	1	6,500.00	\$	6,500.0
1-27	Culinary Water Line Stub (4")	Each	1	5,200.00	\$	5,200.0
1-26	Culinary Water Line Stub (8")	Each	1	5,800.00	s	5,800.0
1-25	C900 Blue Culinary Water Line (8")	L.F.	455	40.00	\$	18,200.0