

**FUNDING AND IMPROVEMENT AGREEMENT FOR THE THIRD RIGHT-TURN LANE AND
BICYCLE AND PEDESTRIAN IMPROVEMENTS FOR THE EASTBOUND APPROACH ON
MARSH ROAD AT BAYFRONT EXPRESSWAY
(T-Intersection)**

This Funding and Improvement Agreement ("**Agreement**") is made this ___ day of _____, 2017 ("**Execution Date**") by and among Menlo Gateway, LP, a California limited partnership ("**Bohannon**"), and the City of Menlo Park ("**City**"), each referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

WHEREAS, in 2013, the City evaluated a traffic mitigation measure as part of its Housing Element Update that called for the addition of a third right turn lane for the eastbound approach on Marsh Road at Bayfront Expressway, which is identified as a recommended improvement in the City's Transportation Impact Fee Study;

WHEREAS, in 2014, the City approved an application from Sobrato Interests 4, a California limited partnership, formerly known as Murphy Road Apartments - San Jose ("**Sobrato**") to redevelop the property located at 151 Commonwealth Drive and 164 Jefferson Drive by demolishing the existing buildings and developing the Property with two four-story office buildings (the "**Commonwealth Project**");

WHEREAS, the conditional development permit for the Commonwealth Project requires Sobrato to fund and construct a third right-turn lane on eastbound Marsh Road at Bayfront Expressway and bicycle/pedestrian improvements for the eastbound approach on Marsh Road (the "**Marsh Road Improvements**") as a condition of project approval, and provided that Sobrato would receive a credit against the Transportation Impact Fees ("**TIF**") owed to the City for the Commonwealth Project for the costs of designing and constructing the Marsh Road Improvements;

WHEREAS, Bohannon is in the process of developing the first phase of the Menlo Gateway Project, which is in the vicinity of the Commonwealth Project, and involves the redevelopment of two sites located at 100-190 Independence Drive (the "**Independence Phase**") and 101-155 Constitution Drive (the "**Constitution Phase**");

WHEREAS, the Section 8.45 of the conditional development permit and the Project Approvals for the Menlo Gateway Project requires Bohannon to construct a bike/pedestrian path on Marsh Road from Constitution Drive to Bayfront Expressway along the eastbound approach of Marsh Road (the "**Bohannon Streetscape Improvements**") for which Bohannon would receive a credit against the TIF for the Constitution Phase of the Menlo Gateway Project;

WHEREAS, Bohannon desires to improve the vehicular access from Marsh Road to Constitution Drive in order to ensure a sufficient turning radius for fire trucks and larger trucks to access the Menlo Gateway Project site, which required modifying the original design for the Marsh Road Improvements;

WHEREAS, Bohannon developed an interim solution to the design of the Marsh Road Improvements, referred to as the "**Local T -Intersection**," which would involve converting a section of Constitution Drive into a one-way street and realigning the entry to Bohannon Park,

and subsequently worked collaboratively with the City and Sobrato to finalize a design for the Local T-Intersection;

WHEREAS, The design for the Local T-Intersection improvements will also include landscaping improvements which include installation of low growing landscaping, and installation of pedestrian signage delineating no crossing along the frontage of the 104 Constitution Drive property, in coordination with the property owner and subject to City approval;

WHEREAS, Bohannon agrees that the Local T-Intersection improvements are an interim solution and that Constitution Drive will return to a two way street once a permanent solution (currently contemplated as a realignment of the northwestern section of Independence Drive adjacent to Marsh Road, also known as the "Arc of Independence," further eastward from Marsh Road) is approved by the City;

WHEREAS, the Parties desire to implement the Local T-Intersection improvements on Marsh Road at Constitution Drive, subject to the conditions set forth in this Agreement;

WHEREAS, Bohannon has agreed to design and construct the Marsh Road Improvements, the Local T-Intersection improvements (including demolition of the existing intersection at Marsh Road and Independence Drive), and the Bohannon Streetscape Improvements as shown on Exhibit A attached hereto (collectively the "**Work**") in order to minimize construction interference and maximize coordination and efficiency;

WHEREAS, Sobrato has agreed to pay its fair share of the actual costs associated with the Work, as set forth on "Exhibit B" attached hereto, which were previously estimated to be One Million One Hundred and Seventy Four Thousand Four Hundred and Fifty Dollars (\$1,174,450.00) (the "**Sobrato Funds**"),

WHEREAS, the City has agreed to collect and hold the Sobrato Funds pursuant to a separate agreement between the City and Sobrato;

WHEREAS, it is currently contemplated that the actual amount of Sobrato's fair share responsibility may be higher than shown on "Exhibit B" attached hereto;

WHEREAS, Bohannon has agreed to pay for its fair share of the remainder of the costs associated with the Work, including the Bohannon Streetscape Improvements, the demolition of the existing intersection, and construction of the Local-T Intersection Improvements;

WHEREAS, Bohannon and City agree that the total current cost estimate for the Work is \$1,577,800, and that the formula for allocating Sobrato's and Bohannon's fair share responsibility for the actual costs of performing the Work are as set forth in "Exhibit B," attached hereto, which identifies (i) those costs that are exclusively the responsibility of Sobrato, (ii) those costs that are exclusively the responsibility of Bohannon, and (iii) those costs that are to be shared equally by Sobrato and Bohannon;

WHEREAS, the City has agreed that Bohannon shall be entitled to a credit against TIF for the Constitution Phase for its fair share of the actual costs of the Work; and

WHEREAS, following completion of the Work, Bohannon has agreed to accept responsibility for maintenance of the bike/pedestrian path improvements that are in Caltrans' and

City's jurisdiction as required by Section 8.45 of the conditional development permit for the Menlo Gateway Project.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: Scope of Work and Reporting

1.1 **Scope of Work.** Bohannon shall be responsible for the completion of the construction of the Work as shown on Exhibit A, attached hereto. Bohannon shall be responsible for procuring and administering any professional service and/or other contracts entered into in connection with the Work. Bohannon shall oversee completion of the Work. Bohannon may appoint a designee or engage contractor(s) to perform work necessary to complete the Work, but Bohannon remains responsible to the City for the completion of the Work. Bohannon also agrees to grant a public access license across 101-155 Constitution Drive for the purpose of allowing vehicles to turn around, in a form to be agreed upon by Bohannon and the City; and which shall be recorded until such time as access is no longer required though completion of the long term solution. Following completion of the Work, Bohannon shall be responsible for maintenance of the bike/pedestrian path improvements that are in Caltrans' and City's jurisdiction as required by Section 8.45 of the conditional development permit for the Menlo Gateway Project, including maintenance of the landscaping within the area depicted on Exhibit C attached hereto.

1.2 **Required Approvals; Compliance with Laws.** Prior to commencement of the Work, Bohannon or its designee will obtain all applicable local, state and federal approvals and permits for the Work. It is further understood that the plans will need Caltrans approval and that Caltrans will dictate what final improvements will be required. In addition, Bohannon must comply with all applicable federal, state and local laws and regulations applicable to the Work. If Bohannon is unable to obtain permits or approvals from outside agencies by December of 2017 or if the Work is rejected for reasons beyond Bohannon's control, then Bohannon's obligations to construct the Work under this Agreement shall terminate, and Bohannon shall only be responsible for the Bohannon Streetscape Improvements as required by the conditional development permit for the Menlo Gateway Project.

1.3 **Access to Records and Record Retention.** At all reasonable times, Bohannon will permit, upon request, City access to and use of all reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the Work by Bohannon or any contractor or consultant of Bohannon. Bohannon will provide copies of any documents and Autocad drawings described in this Section to the City upon request and the City may use them for construction of the Work without further approval from Bohannon or its consultants. Bohannon will retain all records pertaining to the Work for at least three years after completion of the Work.

SECTION 2: Reimbursement; TIF Credit

2.1 Payment of Funds.

- a) Upon commencement of construction of the Work, Bohannon shall provide the City with monthly invoices for the costs incurred by Bohannon during the previous calendar month for its performance of the Work. Each invoice shall itemize and allocate costs consistent with the line item breakdown on Exhibit B, and identify which costs are the responsibility of Sobrato. Within thirty (30) days of its receipt of each monthly invoice from Bohannon, the City shall reimburse Bohannon for the costs reflected on such

invoice that are Sobrato's responsibility solely from the Sobrato Funds. Any dispute regarding the Work and/or fair share cost of the improvements required of Sobrato or Bohannon shall be determined by the City in its reasonable discretion and in a timely fashion. In the event that the Sobrato Funds held by the City are less than Sobrato's fair share of the actual costs of the Work, the City shall use its best faith efforts to collect additional funds from Sobrato sufficient to reimburse Bohannon for the actual costs incurred in performing the Work that are Sobrato's fair share responsibility. The City further agrees that if such efforts are unsuccessful, the City will assign its rights to collect such funds under the City's agreement with Sobrato to Bohannon.

- b) In the event there are unforeseen conditions that occur during the construction of the Work, the City will determine whose cost they are attributed to depending on where the unforeseen conditions occur. If the unforeseen conditions occur in or are attributable to the area of Bohannon's required improvements, then Bohannon will be fully responsible for any cost increases associated with such unforeseen conditions. If the unforeseen conditions occur in or are attributable to Sobrato's area of required improvements, then Sobrato will be fully responsible for the cost increases associated with such unforeseen conditions. If the unforeseen conditions occur across or are attributable to areas where both Bohannon and Sobrato are responsible for costs, then the City will apportion any cost increases associated with such unforeseen conditions between Sobrato and Bohannon using the same cost-sharing formula identified on Exhibit B. The City shall reasonably apply any available contingency to costs associated with unforeseen conditions so as to ensure that contingency funds remain available and are equitably applied to cover unforeseen costs arising in different areas of responsibility.

2.2 TIF Credit

- a) The City shall provide a credit to Bohannon against the TIF for the Constitution Phase for actual costs incurred by Bohannon for its fair share of the Work as shown on Exhibit B attached hereto, with the exception of landscaping associated with the Work which shall not be eligible for a TIF credit, and further provided, the credit for "Webcor indirect" shall be limited to eight percent (8%). Notwithstanding anything to the contrary in this Agreement, this paragraph shall survive the Term (as defined below) of this Agreement.

SECTION 3: Term and Time of Performance

3.1 Term. The term of this Agreement will commence on the Execution Date and conclude upon the City's acceptance of the Work to the extent such Work is within the City's jurisdiction or Caltrans acceptance for work within its jurisdiction (the "Term").

3.2 Time of Performance. The Work must be completed prior to occupancy of the first Constitution Drive office building as part of the Menlo Gateway Project.

SECTION 4: Indemnification and Insurance

4.1 Indemnity by Bohannon. Bohannon agrees, while engaged in the Work provided for in this Agreement, to place and maintain suitable safeguards sufficient to prevent injury to any persons and to indemnify, defend and save harmless the City, its officers, representatives, and employees from and against any and all claims for loss, injury or damage (the "Claims") resulting

from the prosecution of said work except to the extent any Claim arises out of the negligence or willful misconduct of the City

4.2 Insurance. Bohannon agrees to maintain comprehensive public liability and property damage insurance naming the City, its officers, agents, and employees as additional insured in a combined single limit of \$2,000,000 for the death and injury of any persons in any one occurrence; and for property damage in any one occurrence. A certificate of said insurance policy shall be filed with the City.

SECTION 5: Miscellaneous

5.1 Notices. All notices required or permitted to be given under this Agreement must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices are deemed received upon delivery if personally served, one day after mailing if delivered via overnight courier, or two days after mailing if mailed as provided above.

To Bohannon: Menlo Gateway, LP
 Attn: Robert Webster
 Sixty 31st Avenue
 San Mateo, California 94403-3404

To the City: City of Menlo Park,
 Attn: Public Works Director
 701 Laurel Street
 Menlo Park, California 94025-3409

Cc: City Attorney
 City of Menlo Park
 Attn: City Attorney
 110 Alma Street, Suite 210
 Menlo Park, California. 94025

5.2 No Waiver. No waiver of any default or breach of any covenant of this Agreement by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.

5.3 Assignment. The Parties are prohibited from assigning, transferring or otherwise substituting their interests or obligations under this Agreement without the written consent of all other Parties, provided however, Bohannon shall have the right to assign this Agreement to an affiliated entity of Bohannon that is the owner of the Property, without the prior approval or consent of Sobrato or the City.

5.4 Governing Law. This Agreement is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

5.5 Compliance with Laws. In performance of this Agreement, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.

5.6 Modifications. This Agreement may only be modified in a writing executed by both Parties.

5.7 Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees.

5.8 Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractors and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of independent contractor.

5.9 Ownership of Work. All reports, designs, drawings (including Autocad files), plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for, in the process of being assembled or prepared by or for, or furnished to Bohannon under this Agreement are the property of the City. The City may use all reports, designs, drawings (including Autocad files), plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for under this agreement with Sobrato to construct the Work. The Parties are entitled to copies and access to these materials during the progress of the Work and upon completion or termination of the Work or this Agreement. Bohannon may retain a copy of all material produced under this Agreement for its use in its general activities.

5.10 Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.

5.13 Severability. If any portion of this Agreement, or the application thereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.

5.14 Counterparts. This Agreement may be executed in counterparts.

5.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the parties on the same subject.

[Signatures on following page]

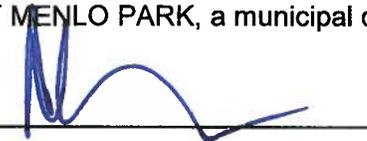
IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

MENLO GATEWAY, LP
a California limited partnership

By: Bohannon Development Company, a California corporation, its General Partner

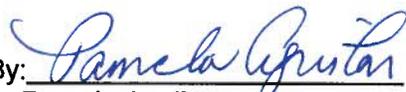
By: 
Name: Robert L. Webster
Title: President and CEO

City: CITY OF MENLO PARK, a municipal corporation

By: 

Alex D. McIntyre
City Manager

Attest:

By: 
Pamela Aguilar
City Clerk, City of Menlo Park

Approved as to Form:

By: 
William L. McClure
City Attorney

Exhibits: A Scope of Work; Location of Improvements
B Color Block Diagram; Color Block Summary Descriptions; Itemized Fair Share Cost
C Landscaping Maintenance Diagram

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On March 23, 2017 before me, Deanna Wright, Notary Public
Date Here Insert Name and Title of the Officer

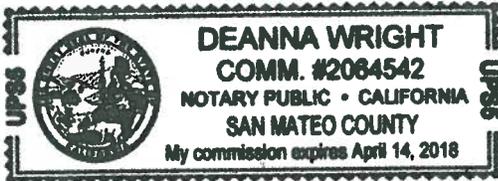
personally appeared *****Robert L. Webster, President & CEO*****
Name(s) of Signer(s)

*****Bohannon Development Company*****

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Deanna Wright*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Menlo-Gateway, L.P.

Title or Type of Document: T-Intersection Agreement Document Date: _____

Number of Pages: 15 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo)

On April 5, 2017 before me, Pamela I. Aguilar, Notary Public
(insert name and title of the officer)

personally appeared Alex D. McIntyre
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela I. Aguilar (Seal)

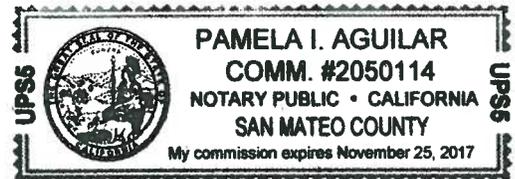
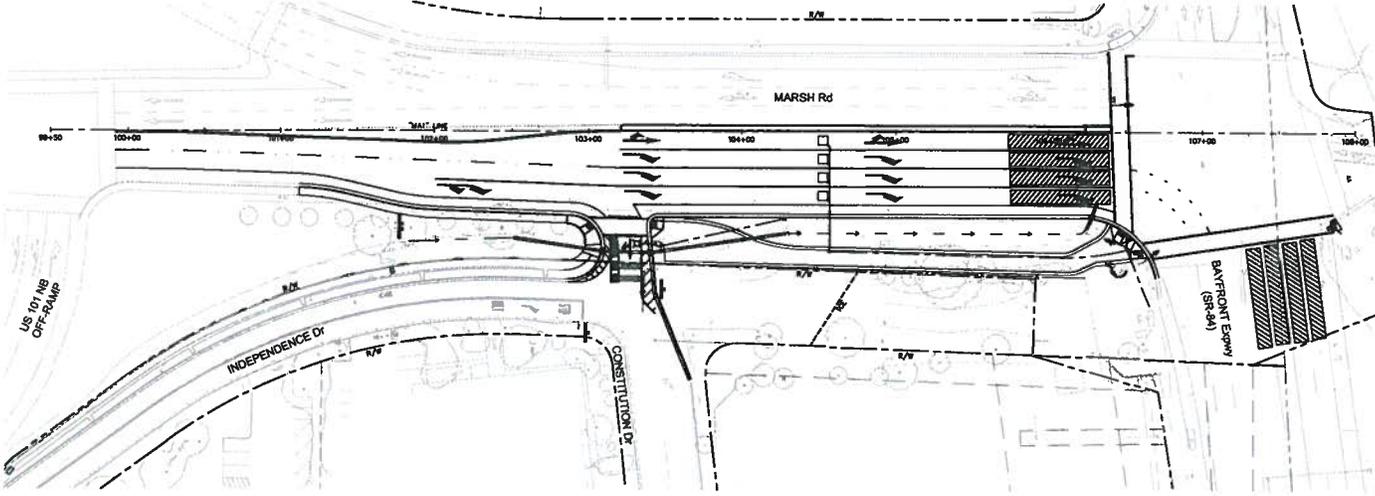


EXHIBIT A
(Scope of Work; Location of Improvements)

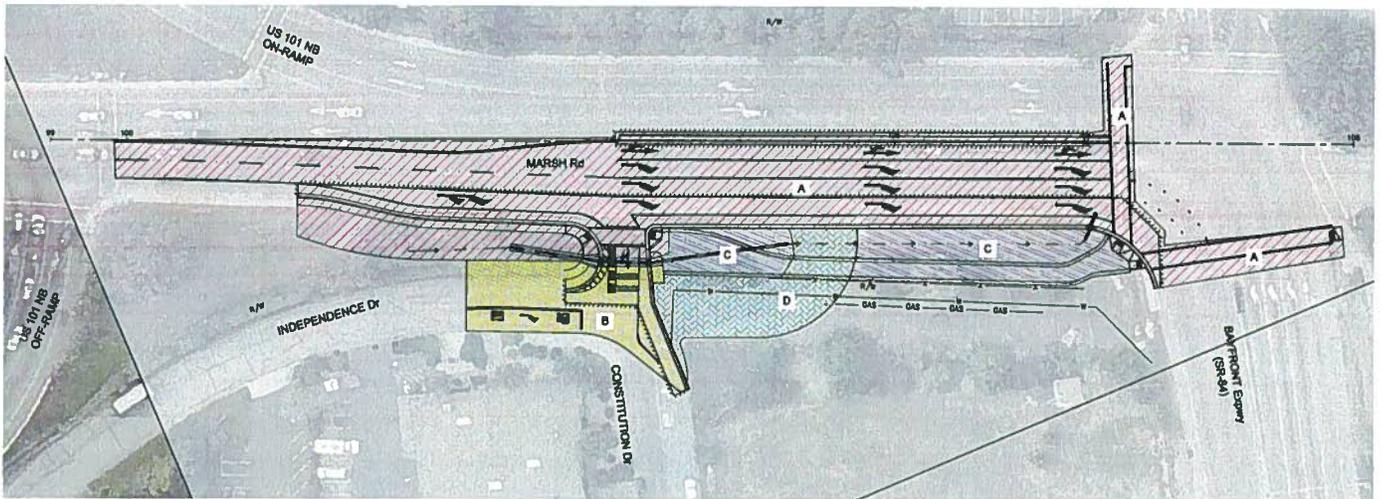
Exhibit A



MARSH WIDENING
PROJECT OVERVIEW

EXHIBIT B
(Color Block Diagram; Color Block Summary Descriptions; Itemized Fair Share Cost)

Exhibit B



LEGEND:

- A TRIPLE RIGHT AND ASSOCIATED SIGNAL AND CROSSWALK CHANGES (SOBRATO)
- B NEW "LOCAL T-INTERSECTION" (BOHANNON)
- C LANDSCAPING & PED/BIKE PATH (SHARED SOBRATO & BOHANNON)
- D DEMOLITION OF EXISTING HOOK INTERSECTION (SHARED SOBRATO & BOHANNON)

MARSH ROAD (SR-84) INTERSECTION IMPROVEMENTS PROJECT
MENLO PARK, CA

(Based on Caltrans Encroachment Permit 95% PS&E Submitted Aug 31, 2016)

Exhibit B

Marsh Rd Widening - Color Block Summary Descriptions Exhibit dated 10/20/16

Red ("A"): Triple right and associated signal and crosswalk (Sobrato)

The area bounded to the south by the northerly east/west crosswalk stripe at the US-101 NB off-ramp intersection; to the west by the westerly limits of improvements; to the east, north of the relocated Constitution Dr intersection by the back of curb (including pavement, curb, gutter and ADA curb ramps at the Constitution Dr and Marsh Road intersection) extending southward toward the US-101 NB off-ramp ending at the southerly limit of work (including pavement, curb, gutter, sidewalk, landscaping, and grading conform); to the north by the limits of improvement (including the east-west crosswalk, the north-south crosswalk, and pedestrian and signal improvements at the southeast and northeast corners of the Marsh Rd/Bayfront Expwy intersection).

Yellow ("B"): New "local t-intersection" (Bohannon)

The area bounded to the south by the limits of improvements; to the west by the proposed easterly top of proposed swale and easterly edge of proposed storm drain culvert; to the east by limits of improvements; to the north by proposed back of curb on Constitution Drive.

Blue ("C"): Landscaping & pedestrian/bicycle path (Shared Sobrato & Bohannon)

The area bounded to the south by the southerly edge of the proposed sidewalk (including the entire limit of the proposed storm drain culvert and flared end sections extending south of Constitution Drive); to the west by the proposed back of curb along Marsh Road; to the east by the Caltrans right of way (including the pedestrian/bicycle path and peddle zones); to the north by the top of ADA curb ramps at Bayfront Expwy.

Green ("D"): Demolition of existing hook intersection (Shared Sobrato & Bohannon)

The area bounded by the existing hook intersection improvements and to the south by the proposed back of curb on Constitution Drive; to the west by the westerly back of curb along Marsh Road within the limits of the existing hook intersection improvements; to the north and east within the limits of the existing hook intersection improvements.

Exhibit B

Menlo Park - Marsh Road (SR-84) Widening/T-Intersection Concept Cost Estimate										10/20/2016 Update: No cost estimate update from 6/8/2016 cost. Relabeled colors to include letter designations for colors.			
Encroachment Permit No. 123456													
A&B Bid May 2016 (Concept Design August 2015)										10/20/2016			
ITEM NO.	ITEM	DESCRIPTION	UNIT	ITEM PRICE	(A) RED QUANTITY	(B) YELLOW QUANTITY	(C) BLUE QUANTITY	(D) GREEN QUANTITY	(A) RED TOTAL	(B) YELLOW TOTAL	(C) BLUE TOTAL	(D) GREEN TOTAL	TOTAL
1	129000	TEMPORARY RAILING (TYPE-K)	LF	\$15	610	340	0	0	\$9,150	\$5,100	\$0	\$0	\$14,250
2	120090	CONSTRUCTION AREA SIGNS	EA	\$8,000	1	1	0	0	\$8,000	\$8,000	\$0	\$0	\$16,000
3	120100	TRAFFIC CONTROL SYSTEM	LS	\$12,000	1	1	1	0	\$12,000	\$12,000	\$12,000	\$0	\$36,000
4	128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	\$6,000	1	1	0	0	\$6,000	\$6,000	\$0	\$0	\$12,000
5	129110A	TEMPORARY CRASH CUSHIONS	EA	\$1,000	1	0	0	0	\$1,000	\$0	\$0	\$0	\$1,000
6	130100	JOBSITE MANAGEMENT	LS	\$6,000	1	1	1	1	\$6,000	\$6,000	\$6,000	\$6,000	\$24,000
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	\$2,000	1	1	1	1	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
8	130900	TEMPORARY CONCRETE WASHOUT	LS	\$3,000	1	1	1	1	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
9	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	\$1	3305	0	310	0	\$3,305	\$0	\$310	\$0	\$3,615
10	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	\$3	411	22	0	0	\$1,130	\$61	\$0	\$0	\$1,191
11	150771	REMOVE ASPHALT CONCRETE DIKE	LF	\$3	0	21	0	0	\$0	\$53	\$0	\$0	\$53
12	150810	REMOVE PIPE	EA	\$40	205	0	0	0	\$8,200	\$0	\$0	\$0	\$8,200
13	150827	REMOVE CATCH BASIN	EA	\$2,000	2	0	0	0	\$4,000	\$0	\$0	\$0	\$4,000
14		REMOVE EXISTING AREA LIGHT	EA	\$3,000	0	0	0	2	\$0	\$0	\$0	\$6,000	\$6,000
15	151512	RECONSTRUCT INLET	EA	\$3,000	2	0	0	0	\$6,000	\$0	\$0	\$0	\$6,000
16	153130	REMOVE CONCRETE CURB	LF	\$22	7	65	0	273	\$154	\$1,430	\$0	\$6,005	\$7,589
17	153140	REMOVE CONCRETE SIDEWALK	SQYD	\$10	336	0	0	0	\$3,361	\$0	\$0	\$0	\$3,361
18	153215	REMOVE CONCRETE (CURB AND GUTTER)	LF	\$8	600	0	0	0	\$4,800	\$0	\$0	\$0	\$4,800
19	160102	CLEARING AND GRUBBING (LS)	LS	\$8,000	1	1	1	1	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000
20		REMOVE TREE	EA	\$1,000	13	3	5	0	\$13,000	\$3,000	\$5,000	\$0	\$21,000
21	180101	ROADWAY EXCAVATION	CY	\$25	220	45	0	250	\$5,497	\$1,118	\$0	\$6,258	\$12,873
22	200002	LANDSCAPING AND IRRIGATION	SQFT	\$3	5200	0	8400	0	\$15,600	\$0	\$25,200	\$0	\$40,800
23	260203	CLASS 2 AGGREGATE BASE	TON	\$25	53	12	141	0	\$1,330	\$306	\$3,529	\$0	\$5,166
24	390132	HOT MIX ASPHALT (TYPE A)	TON	\$110	943	105	0	24	\$103,784	\$11,635	\$0	\$2,635	\$117,954
25	568011	ROADSIDE SIGN - ONE POST	EA	\$250	8	4	6	0	\$2,000	\$1,000	\$1,500	\$0	\$4,500
26	650014	18" REINFORCED CONCRETE PIPE	LF	\$100	79	0	0	0	\$7,900	\$0	\$0	\$0	\$7,900
27	650018	24" REINFORCED CONCRETE PIPE	LF						\$0	\$0	\$0	\$0	\$0
28	730070	DETECTABLE WARNING SURFACE	SQFT	\$30	62	0	0	0	\$1,860	\$0	\$0	\$0	\$1,860
29	731504	MINOR CONCRETE (CURB AND GUTTER) (TYPE CG-3)	CY	\$1,000	31	5	0	0	\$30,546	\$5,375	\$0	\$0	\$36,021
30	731521	MINOR CONCRETE (SIDEWALK)	CY	\$800	11	4	75	0	\$8,771	\$2,914	\$59,752	\$0	\$71,436
31	731628	MINOR CONCRETE (CURB RAMP)	CY	\$755	7	0	0	0	\$5,278	\$0	\$0	\$0	\$5,278
32	750010	MANHOLE FRAME AND COVER	EA	\$500	1	0	0	0	\$500	\$0	\$0	\$0	\$500
33	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	\$1	3454	20	0	0	\$3,454	\$20	\$0	\$0	\$3,474
34	840508	8" THERMOPLASTIC TRAFFIC STRIPE	LF	\$2	1857	111	0	0	\$2,788	\$167	\$0	\$0	\$2,952
35	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	\$5	944	130	0	0	\$4,722	\$650	\$0	\$0	\$5,372
36	846004	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 17-7)	LF	\$1	440	0	0	0	\$440	\$0	\$0	\$0	\$440
37	850101	PAVEMENT MARKER (NON-RETROREFLECTIVE)	EA	\$7	44	613	0	0	\$308	\$4,291	\$0	\$0	\$4,599
38	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	\$4	39	0	0	0	\$0	\$137	\$0	\$0	\$137
39	860521	MODIFY SIGNAL AND LIGHTING (MARSH AND BAYFRONT)	LS	\$225,000	1	0	0	0	\$225,000	\$0	\$0	\$0	\$225,000
SUBTOTAL =									\$518,976	\$82,155	\$126,291	\$39,899	\$767,322
40	999990	MOBILIZATION	LS(10%)						\$52,000	\$9,000	\$13,000	\$4,000	\$78,000
CONSTRUCTION SUBTOTAL =									\$571,000	\$92,000	\$140,000	\$44,000	\$847,000
CONTINGENCY (35%) =									\$200,000	\$32,000	\$49,000	\$15,000	\$296,000
SUBTOTAL =									\$771,000	\$124,000	\$189,000	\$59,000	\$1,143,000
CONSTRUCTION TOTAL =									\$1,143,000				
ENGINEERING (15%) =									\$118,000	\$19,000	\$28,000	\$9,000	\$172,000
ENVIRONMENTAL (5%) =									\$39,000	\$6,000	\$9,000	\$3,000	\$57,000
SUBTOTAL =									\$185,000	\$25,000	\$37,000	\$12,000	\$229,000
DESIGN TOTAL =									\$229,000				
OVERALL SUBTOTAL =									\$926,000	\$149,000	\$226,000	\$71,000	\$1,372,000
WEBCOR INDIRECT (15%) =									\$138,900	\$22,350	\$33,900	\$10,650	\$205,800
SUBTOTAL =									\$1,064,900	\$171,350	\$259,900	\$81,650	\$1,577,800
OVERALL TOTAL =									\$1,577,800				

\$259,900	(C) Blue color block cost	
-\$40,800	MGP Landscaping cost	
\$219,100	(C) Blue color block cost minus MGP landscaping (1/2 each for Sobrato and Bohannon cost)	
\$1,084,900	(A) Red color block cost	
\$109,650	1/2 (C) Blue color block cost minus MGP landscaping	
\$1,174,450	Sobrato Total Cost	
\$109,650	1/2 (C) Blue color block cost minus MGP landscaping	
\$40,800	MGP Landscaping Cost	
\$81,650	(D) Green color block cost	
\$171,350	(B) Yellow color block cost	
\$403,350	Bohannon Total Cost (assuming TIF credit to offset cost)	

EXHIBIT C
(Landscaping Maintenance Diagram)

