

EXHIBIT

"A"

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROUND ROCK, TEXAS AND UNITED PARCEL SERVICE

This Development Agreement is made and entered into this ____ day of ____, 2017, by and between the City of Round Rock, Texas (the "City" or "CORR"), a political subdivision of the State of Texas, and United Parcel Service, Inc., an Ohio corporation ("UPS").

WHEREAS, UPS has announced the location of a new distribution warehouse within the City limits; and

WHEREAS, the City and UPS desire to cooperate in the construction of certain roadway and waterline improvements ("Improvements") servicing the Development; and

WHEREAS, the purpose of this Agreement is to outline each party's duties and obligations;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

I.

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further determined that both parties have authorized and approved this Agreement, and that this Agreement will be in full force and effect when executed by each party.

2. **Property Description.** The property ("Property") owned by UPS is shown on Exhibit "A", attached hereto.

3. **Project Definition.** The "Road Project" shall be comprised of both the "UPS Road Project" and the "Roundville Lane Project". The "UPS Road Project" shall be the (i) new construction of approximately eight hundred and twenty (820) linear feet of Roundville Lane, as depicted in Exhibit "B", attached hereto, which consists of the construction of a thirty-six (36) foot (measured face-of-curb to face-of-curb), three lane concrete roadway from existing Roundville Lane to the access road of SH 45, (ii) the design and construction of two (2) right turn deceleration lanes ("Deceleration Lanes") along northbound A.W. Grimes Blvd. at Roundville Lane and along the eastbound SH 45 frontage road at the proposed Roundville Lane intersection, (iii) a traffic signal, as described in Section 6.C., below, (iv) the design and construction of a waterline within Roundville Lane, as described in Section 6.D. and 6.E., (v) the design and construction of a wastewater line as described in Section 6.F, and (vi) stormwater mitigation as described in Section 6.G, all as shown on Exhibit "B".

The "Roundville Lane Project" shall be the (i) re-construction of approximately two thousand (2,000) linear feet of the existing Roundville Lane, including stormwater mitigation,

which is shown in red on Exhibit "B", (ii) the design and construction of a waterline within Roundville Lane, as described in Section 6.D. and 6.E., and (iii) the design and construction of a wastewater line as described in Section 6.F.

4. **Project Costs.** "UPS Road Project" and "Roundville Lane Project" costs shall include all reasonable, competitively bid, third-party costs for the design and construction of Roundville Lane. The "UPS Road Project" costs shall be limited to the design and construction of the extension of Roundville Lane to the SH 45 access road, as shown in yellow and labeled UPS Road Project on Exhibit "B", the Deceleration Lanes, the pro-rata share of the traffic signal, the reimbursement of the City of Round Rock for the purchase of certain lands as described in Section 6.A., the waterline as provided for in Section 6.D., and the wastewater line as provided for in Section 6.F.

5. **City Participation.**

A. The City shall be wholly responsible for the design and construction of the Roundville Lane Project and the UPS Road Project.

B. Subject to force majeure, the City shall (i) design and engineer the UPS Road Project and Roundville Lane Project on or before November 30, 2017 pursuant to the initial plans as attached hereto as Exhibit C and made a part hereof; (ii) acquire such land not currently owned by UPS or its affiliate at the time of this Agreement including without limitation all necessary drainage and slope easements and right-of-way on or before December 31, 2017 (iii) commence construction of the Road Project by December 31, 2017 (iv) substantially complete construction by September 30, 2018 and (v) accept such Road Project as public improvements no later than fourteen (14) days after final punch-list items are completed. Time is of the essence with respect to the foregoing obligations.

C. City represents and warrants that it has obtained all necessary approvals to execute this Agreement and to commence the Roundville Lane Project and UPS Road Project.

D. City agrees, to the maximum extent allowed by law, to indemnify and hold UPS harmless from and against any and all damages, fines, expenses (including reasonable attorney's fees and consultant's fees), and claims for personal injury and/or property damage arising out of any work performed pursuant to this Agreement on UPS Property. Prior to City's and/or City's contractor's entry onto the Property, City shall provide UPS with evidence of insurance (or shall cause City's contractors to do so), including the following coverage:

(i) Comprehensive Automobile and Vehicle Liability insurance covering claims for injuries to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned and non-owned or hired vehicles, with \$3,000,000 combined single limits. UPS and BT-OH, LLC, a Delaware limited liability company, shall be named as additional insureds on such auto and vehicle liability policy and City and/or City's contractors shall provide satisfactory evidence to UPS of such additional insured status.

(ii) Commercial General Liability insurance covering claims for injuries to members of the public or damage to property arising out of any covered negligent act or omission of City and any of its employees, agents, or subcontractors with \$3,000,000 per occurrence and in the aggregate. UPS and BT-OH, LLC, a Delaware limited liability company, shall be named as

additional insureds on such general liability policy and City and/or City's contractors shall provide satisfactory evidence to UPS of such additional insured status.

Notwithstanding the foregoing, City may self-insure the coverages specified in (i) and (ii) immediately above. In addition, City shall require City's contractors to maintain Workers' Compensation and Employers' Liability insurance as required by Texas law. City and/or City's contractors shall cause its carrier to waive all subrogation rights against UPS and UPS's affiliated and related companies.

6. UPS Participation.

A. By the execution of this Agreement, UPS or its affiliate agrees to (i) convey to the City certain right-of-way by special warranty deed (in the form annexed hereto as Exhibit "D") consisting of approximately 1.1003 acres of land as shaded in red on Exhibit "E" annexed hereto, and (ii) (a) reimburse the City for the cost of certain right-of-way to be acquired by the City located at Roundville Lane and A.W. Grimes Boulevard, consisting of approximately .0062 acres of land as shaded in orange and labeled "INSET "A" PARCEL #1" on Exhibit "F" attached hereto, and (b) reimburse the City for the cost of certain right-of-way to be acquired by the City consisting of approximately .0237 acres of land and labeled "INSET "B" PARCEL #2" as shaded in orange on Exhibit "G" annexed hereto, and UPS agrees to convey to the City certain nonexclusive temporary construction easements, in the form attached hereto as Exhibit "H", to allow the City to commence design of and complete the Road Project. The right-of-way and easements conveyed to the City shall be on an "As-Is, Where-Is, With All Faults" basis (except for the limited warranty of title in the special warranty deed and as otherwise required in the easements) and subject to all matters of record. Reimbursement shall include "settled" land value, surveying, and legal fees.

B. City agrees to cause the Road Project work to be submitted for competitive bids in compliance with the Texas competitive bidding statute but to no less than three (3) independent contractors. The lowest cost bid shall be selected. UPS agrees to be solely responsible for 100% of the UPS Road Project Costs, including design and construction costs, but only to the extent of the outline costs set forth in Exhibit I that are chargeable to UPS as UPS Road Project Costs. UPS acknowledges that final UPS Road Project costs shall be based upon actual costs and actual bid items; Exhibit I is subject to change. UPS shall not be liable for any additional costs unless UPS agrees in writing to such costs.

C. UPS will be responsible for paying a 20.3% pro rata share of a traffic signal at the intersection of A.W. Grimes Blvd. and Roundville Lane, up to and no more than \$60,900.00 which amount shall be payable upon thirty (30) days after notice from the City that such traffic signal's installation is completed and is operational.

D. UPS will be responsible for 100% of the reasonable out-of-pocket costs for a competitively bid waterline down the Roundville Lane ROW to the edge of the UPS property line. Except as stated below, the City will design and construct the waterline concurrently with the construction of the Road Project which design shall be acceptable to UPS, with UPS paying 100% of all design and construction costs associated with the construction. In the event an eight (8) inch diameter waterline is required to meet fire flow demand; CORR will reimburse at date of acceptance of the Roundville Lane Project costs associated with upsizing the line to a twelve (12)

inch diameter waterline at the standard rate established by City Ordinance. If a waterline greater than eight (8) inch is required by the UPS site for fire flow demand, then UPS will be responsible for 100% of all design and construction costs associated with the required waterline.

E. In addition to Subsection D above, UPS at its sole option, may elect to construct an additional waterline for added capacity by tying onto an existing connection on the SH 45 access road, subject to UPS acquiring all necessary TxDOT permits and easements. If the City is requested by UPS to include this waterline with the construction of the waterline noted in Subsection D, UPS will be responsible for 100% of all design and construction costs associated with the waterline.

F. Concurrent with the other work, the City will install a wastewater line down a portion of Roundville Lane as shown in Exhibit B. The City shall design and construct the wastewater line and wastewater service stub-out to the edge of the UPS property line. UPS has agreed to contribute to the cost of the wastewater line installation in the amount of \$83,000.00, which does not include costs associated with connecting to CORR infrastructure. The City will fund the remaining portion of the cost to run the wastewater line to the UPS property.

G. UPS agrees to participate in the mitigation of stormwater runoff; either through onsite detention, participation in the City's Regional Stormwater Management Program (RSMP), or other approved equivalent. If UPS, as part of the design and construction for their site, proposes to participate in the City's RSMP, UPS will be responsible for 100% of all design and construction costs associated with the storm line and drainage infrastructure included within either the UPS Road Project or the Roundville Lane Project. The cost participation amount is to be agreed upon by both the City and UPS prior to design and construction.

H. Except as otherwise provided for above, all of the above-referenced UPS participation payments shall be due and owing to the City within thirty (30) days after receipt of written notice from City that such work is substantially complete. UPS shall be responsible for 100% of all UPS Road Project Costs for change orders required and approved by UPS related to UPS participation.

I. UPS is solely responsible for ensuring that Fire Code access points are designed to meet all applicable regulatory requirements, specifically separation distances. Any access points cited within this agreement are not a guarantee of meeting any portion of the Fire Code, but the City will reasonably cooperate with UPS in identifying satisfactory Fire Code access points.

II. Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and UPS regarding any other subject or matter, and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties. This Agreement constitutes the entire understanding between the parties concerning

the subject matter. This Agreement may not be amended modified, altered or waived in whole or in part except by a subsequent writing signed by the parties sought to be bound.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties, nor to create any legal rights or claims on behalf of any third party. Neither the City nor UPS waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and UPS, and authorized by their respective governing bodies.

5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

8. **Notice.** All notices shall be in writing and shall be deemed effective upon receipt by the addressee after being sent by certified or registered mail or by UPS Next Day Air to the addresses listed below:

City of Round Rock
Attn: City Manager
City Hall
221 East Main
Round Rock, Texas 78664

United Parcel Service
Real Estate Department
55 Glenlake Parkway NE
Atlanta, GA 30328
Attn: Coordinator

With a copy to-

United Parcel Service
Real Estate Department
55 Glenlake Parkway NE
Atlanta, GA 30328
Attn: Contract Administrator

9. UPS shall have no obligation under this Agreement if any necessary City-issued permits and approvals for the UPS Road Project are not obtained and this Agreement shall be deemed to be terminated and of no further force and effect if such permits and approvals have not been procured on or before _____.

-Signatures on following page-

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

UNITED PARCEL SERVICE, INC.

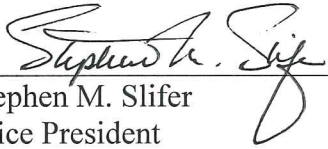
By:  _____
Stephen M. Slifer
Vice President

Exhibit A

(Property Exhibit)



LEGEND:

- UPS Property
- County Property
- Roundville Lane (City Portion)
- Roundville Lane (UPS Portion)

NOTE:
Roadway alignment is approximate
and subject to change.



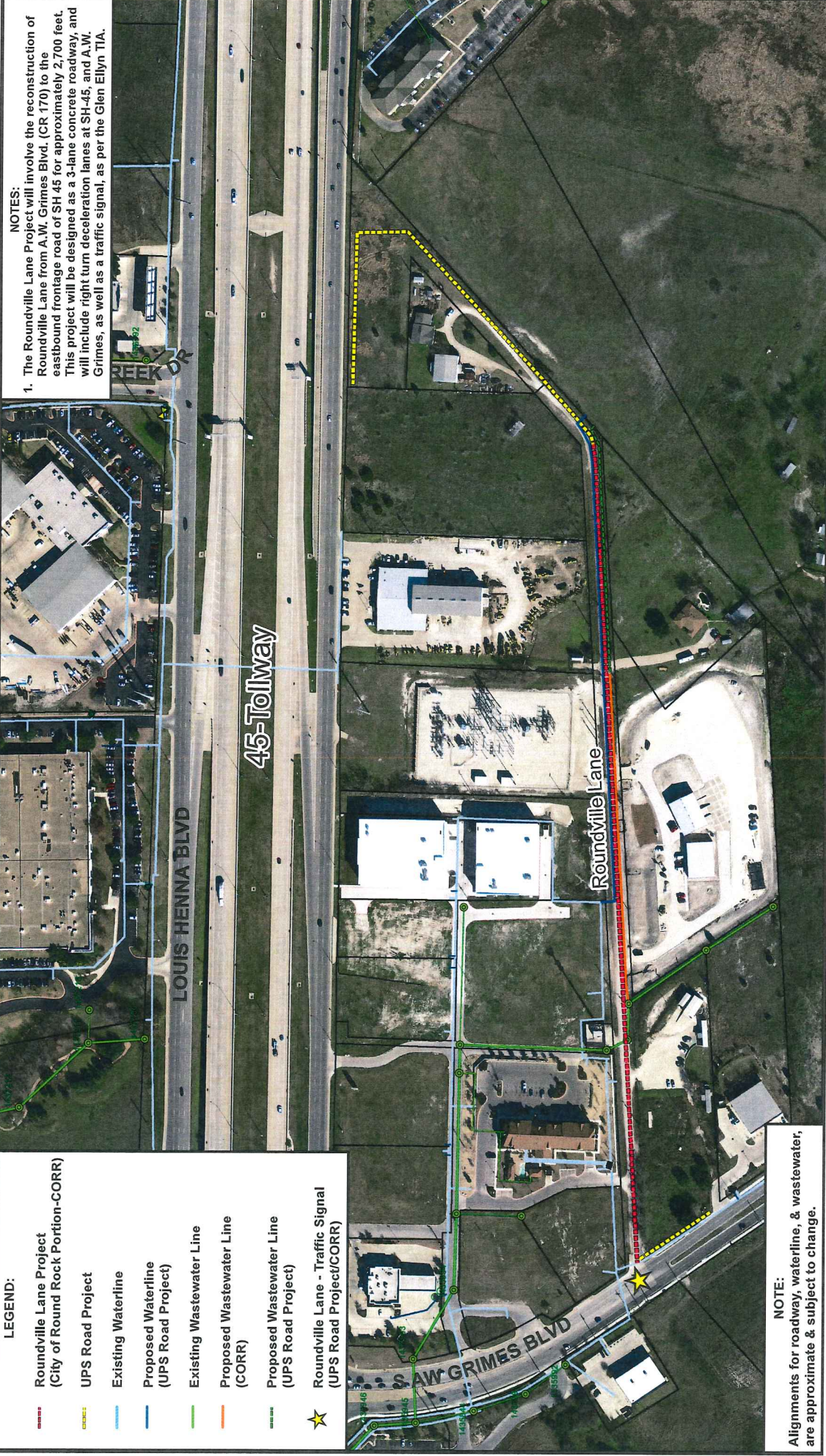
(N.T.S. - Reference Only)

Roundville Lane - Exhibit A -
Property



Exhibit B

(Project Exhibit)



- LEGEND:**
- Roundville Lane Project (City of Round Rock Portion-CORR)
 - UPS Road Project
 - Existing Waterline
 - Proposed Waterline (UPS Road Project)
 - Existing Wastewater Line
 - Proposed Wastewater Line (CORR)
 - Proposed Wastewater Line (UPS Road Project)
 - Roundville Lane - Traffic Signal (UPS Road Project/CORR)

NOTES:

1. The Roundville Lane Project will involve the reconstruction of Roundville Lane from A.W. Grimes Blvd. (CR 170) to the eastbound frontage road of SH 45 for approximately 2,700 feet. This project will be designed as a 3-lane concrete roadway, and will include right turn deceleration lanes at SH-45, and A.W. Grimes, as well as a traffic signal, as per the Glen Ellyn TIA.

NOTE:
Alignments for roadway, waterline, & wastewater, are approximate & subject to change.



(N.T.S. - Reference Only)

Roundville Lane Project - Exhibit B



Exhibit C

(30% Plan Set)

Exhibit D

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

22

2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, the City of Round Rock, Texas is authorized to purchase land and such other property rights deemed necessary or convenient for certain authorized public use (“Project”); and,

WHEREAS, the purchase of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, BT-OH, LLC, a Delaware limited liability company, hereinafter referred to as “Grantor”, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the CITY OF ROUND ROCK, TEXAS all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described in Exhibit “A” attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND SPECIAL WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; all reservations and permitted exceptions contained in Special Warranty Deed dated July 29, 2016, recorded under County Clerks' File No. 2016069631; rights of adjoining owners in any walls and fences situated on a common boundary; any encroachments or overlapping of improvements; and taxes after the date of this deed, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and special warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever; and Grantor, Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and special warranty.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

GRANTOR:

BT-OH, LLC

By: _____,
_____, Vice President

Acknowledgment

State of Georgia §
County of Fulton §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, vice president of BT-OH, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Georgia

EXHIBIT "A" TO SPECIAL WARRANTY DEED

[INSERT LEGAL DESCRIPTION]

Exhibit E

(Conveyed Property)

Exhibit F

(Property Reimbursement - Parcel #1)

Exhibit G

(Property Reimbursement - Parcel #2)

Exhibit H

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That BT-OH, LLC, a Delaware limited liability company, whose address is 55 Glenlake Parkway NE, Atlanta, GA, 30328, Attn: Real Estate Department, and its successors and assigns, (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as "Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT unto Grantee a temporary construction easement to construct, install, operate, maintain, inspect, reconstruct, rebuild, repair, and remove improvements to the roadway known as Roundville Lane (the "Roadway"), which is adjacent to the temporary construction easement, and any necessary accessories, or operations thereto, in, upon, over, under, above and across the following described property:

Being a _____ square feet tract of land situated in the Memucan Hunt Survey, Abstract No. 314, in Williamson County, Texas and being a portion of _____, _____, _____, a _____ of Williamson County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

The easement, rights and privileges granted herein are not exclusive, and Grantor may convey other easements or conflicting rights within the area covered by this grant without the consent of Grantee. Grantor, however, shall take commercially reasonable safeguards to protect the integrity of Grantee's rights of ingress and egress. Except as set forth below, neither Grantor nor Grantee may amend, release, or modify this easement without the express written consent of Grantor and the City of Round Rock, Texas. As required by this paragraph, express written consent of City of Round Rock, Texas shall be requested in writing by certified mail, return receipt requested to: (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664 and (2) Planning Director at 301 West Bagdad, Suite 210, Round Rock, Texas 78664.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction of the Roadway; all upon the condition that upon completion of construction of the Roadway, Grantee shall repair and restore the surface of said premises as nearly as is reasonably possible to the condition which the same was in before the work was undertaken.

This Temporary Construction Easement granted herein will automatically terminate and be of no further force or effect at the earlier of the completion of the construction of the Roadway, or _____ months which shall commence on the date the granting of this easement is evidenced by recordation. The term of this Temporary Construction Easement may be extended for an additional period of _____

months if Grantee is unable, after reasonable diligence and effort, to complete the planned improvements to the Roadway during such timeframe. Grantee must provide written notice to Grantor at least sixty (60) days prior to the end of the first _____ months that Grantee must extend the term for an additional period of _____ months. At such time as the Temporary Construction Easement terminates, all rights included herein shall revert to the Grantor and Grantor's successors and assigns, and the land covered thereby shall be free and clear of the Temporary Construction Easement.

Grantee hereby covenants and agrees:

(a) City agrees, to the maximum extent allowed by law, to indemnify and hold UPS harmless from and against any and all damages, fines, expenses (including reasonable attorney's fees and consultant's fees), and claims for personal injury and/or property damage arising out of any work performed pursuant to this Agreement on UPS Property. Prior to City's and/or City's contractor's entry onto the Property, City shall provide UPS with evidence of insurance (or shall cause City's contractors to do so), including the following coverage:

(i) Comprehensive Automobile and Vehicle Liability insurance covering claims for injuries to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned and non-owned or hired vehicles, with \$3,000,000 combined single limits. UPS and BT-OH, LLC, a Delaware limited liability company, shall be named as additional insureds on such auto and vehicle liability policy and City and/or City's contractors shall provide satisfactory evidence to UPS of such additional insured status.

(ii) Commercial General Liability insurance covering claims for injuries to members of the public or damage to property arising out of any covered negligent act or omission of City and any of its employees, agents, or subcontractors with \$3,000,000 per occurrence and in the aggregate. UPS and BT-OH, LLC, a Delaware limited liability company, shall be named as additional insureds on such general liability policy and City and/or City's contractors shall provide satisfactory evidence to UPS of such additional insured status.

Notwithstanding the foregoing, City may self-insure the coverages specified in (i) and (ii) immediately above. In addition, City shall require City's contractors to maintain Workers' Compensation and Employers' Liability insurance as required by Texas law. City and/or City's contractors shall cause its carrier to waive all subrogation rights against UPS and UPS's affiliated and related companies.

(b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and defend, all and singular, the above-described Temporary Construction Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ____ day of _____, 2017.

GRANTOR:

BT-OH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Exhibit I

(Engineer's Opinion of Probable Costs)

ROUNDVILLE LANE RECONSTRUCTION - URBAN SECTION						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
CORR	101	PREPARING ROW	STA	27.0	\$ 1,500.00	\$40,500.00
CORR	104-0	REMOVE P.C. CONCRETE CURB AND GUTTER	LF	108	\$ 6.50	\$702.00
CORR	104-1	REMOVE P.C. CONCRETE SIDEWALKS	SF	535	\$ 1.29	\$690.15
CORR	110	STREET EXCAVATION	CY	4,102	\$ 13.00	\$53,326.00
CORR	132	EMBANKMENT	CY	2,373	\$ 17.00	\$40,341.00
CORR	203-0	TYPE B LIME SLURRY	TON	235	\$ 169.00	\$39,741.03
CORR	203-1	LIME TREATED SUBGRADE, (8 IN. THICK)	SY	13,064	\$ 8.00	\$104,512.89
CORR	360	6 IN. CONCRETE PAVEMENT	SY	11,280	\$ 60.00	\$676,813.33
400	6001	STRUCT EXCAV (PIPE)	CY	98	\$ 10.00	\$980.00
402	6001	TRENCH EXCAVATION PROTECTION	LF	150	\$ 10.00	\$1,500.00
465	6002	MANH (COMPL) (PRM) (48IN)	EA	6	\$ 3,700.00	\$22,200.00
465	6024	INLET (COMPL)(PCO)(BOTH)	EA	12	\$ 5,000.00	\$60,000.00
466	6179	WINGWALL (PW-1) (HW=4 FT)	EA	1	\$ 7,000.00	\$7,000.00
466	6102	HEADWALL (CH-PW-0)	EA	1	\$ 5,000.00	\$5,000.00
CORR	430	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	LF	5,362	\$ 20.00	\$107,240.00
CORR	432	NEW P.C. CONCRETE SIDEWALKS (5 IN)	SF	180	\$ 6.00	\$1,080.00
CORR	433	P.C. CONCRETE DRIVEWAY	SF	4,837	\$ 6.50	\$31,440.50
CORR	508	SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	22	\$ 1,250.00	\$27,500.00
CORR	508	SET (TY II)(24 IN)(RCP)(6:1)(P)	EA	6	\$ 2,000.00	\$12,000.00
CORR	510	RC PIPE (CL III)(18 IN)	LF	3,630	\$ 80.00	\$290,400.00
CORR	510	RC PIPE (CL III)(24 IN)	LF	240	\$ 100.00	\$24,000.00
CORR	510	CONC BOX CULV (5'X2')	LF	236	\$ 240.00	\$56,640.00
508	6001	CONSTRUCTING DETOURS	SY	2,833	\$ 60.00	\$169,980.00
531	6010	CURB RAMPS (TY 7)	EA	2	\$ 1,500.00	\$3,000.00
CORR	604	NATIVE SEEDING FOR EROSION CONTROL METHOD	SY	3,723	\$ 4.00	\$14,891.56
CORR	605	SOIL RETENTION BLANKET CLASS I; TYPE A	SY	3,723	\$ 2.50	\$9,307.22
CORR	610	PRESERVATION OF TREES AND OTHER VEGETATION	LF	200	\$ 5.00	\$1,000.00
CORR	641	STABILIZED CONSTRUCTION ENTRANCE	SY	100	\$ 20.00	\$2,000.00
CORR	642	SILT FENCE FOR EROSION CONTROL	LF	5,400	\$ 5.00	\$27,000.00
662	6069	WK ZN PAV MRK REMOV (W) 8" (DOT)	LF	135	\$ 1.00	\$135.00
662	6075	WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	20	\$ 6.00	\$120.00
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	506	\$ 1.00	\$506.00
666	6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	185	\$ 3.75	\$693.75
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	103	\$ 7.00	\$721.00
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	14	\$ 110.00	\$1,540.00
666	6078	REFL PAV MRK TY I (W) (WORD)(100ML)	EA	2	\$ 150.00	\$300.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	5,174	\$ 0.30	\$1,552.20
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	206	\$ 0.85	\$175.10
666	6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	185	\$ 1.75	\$323.75
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	103	\$ 3.50	\$360.50
666	6184	REFL PAV MRK TY II (W) (ARROW)	LF	14	\$ 70.00	\$980.00
666	6192	REFL PAV MRK TY II (W) (WORD)	LF	2	\$ 80.00	\$160.00
666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	1,210	\$ 0.15	\$181.50
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5,647	\$ 0.20	\$1,129.40
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	5,174	\$ 0.36	\$1,862.64
666	6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	1,210	\$ 0.36	\$435.60
666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	5,647	\$ 0.35	\$1,976.45
672	6007	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	EA	26	\$ 3.00	\$78.00
672	6009	REFLECTORIZED PAVEMENT MARKERS (TYPE II-A-A)	EA	137	\$ 3.00	\$411.00
CORR	803	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$ 2,500.00	\$15,000.00
ROUNDVILLE LANE RECONSTRUCTION SUBTOTAL						\$1,859,427.57

ROUNDVILLE LANE RECONSTRUCTION -SH 45 FR						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
CORR	101	PREPARING ROW	STA	7.0	\$ 1,500.00	\$10,500.00
CORR	104-0	REMOVE P.C. CONCRETE CURB AND GUTTER	LF	637	\$ 6.50	\$4,140.50
CORR	104-1	REMOVE P.C. CONCRETE SIDEWALKS	SF	3,822	\$ 1.29	\$4,930.38
CORR	110	STREET EXCAVATION	CY	732	\$ 13.00	\$9,516.00
CORR	203-0	TYPE B LIME SLURRY	TON	10	\$ 169.00	\$1,690.00
CORR	203-1	LIME TREATED SUBGRADE	SY	732	\$ 8.00	\$5,856.00
247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	174	\$ 60.00	\$10,440.00
310	6009	PRIME COAT (MC-30)	GAL	174	\$ 4.00	\$696.00
340	6011	D-GR HMA (SQ) TY-B PG64-22	TON	197	\$ 110.00	\$21,670.00
340	6048	D-GR HMA (SQ) (SAC-B) TY-C PG70-22	TON	56	\$ 111.00	\$6,216.00
400	6001	STRUCT EXCAV (PIPE)	CY	395	\$ 10.00	\$3,950.00
402	6001	TRENCH EXCAVATION PROTECTION	LF	608	\$ 10.00	\$6,080.00
CORR	430	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	LF	754	\$ 20.00	\$15,080.00
CORR	432	NEW P.C. CONCRETE SIDEWALKS (5 IN)	SF	3,470	\$ 6.00	\$20,820.00
CORR	510	RC PIPE (CL III)(18 IN)	LF	630	\$ 80.00	\$50,400.00
465	6024	INLET (COMPL)(PCO)(BOTH)	EA	4	\$ 5,000.00	\$20,000.00
496	6002	REMOVE STR (INLET)	EA	3	\$ 600.00	\$1,800.00
531	6004	CURB RAMPS (TY 1)	EA	2	\$ 1,300.00	\$2,600.00
CORR	604	NATIVE SEEDING FOR EROSION CONTROL METHOD	SY	111	\$ 4.00	\$444.00
CORR	605	SOIL RETENTION BLANKET CLASS 1; TYPE A	SY	111	\$ 2.50	\$277.50
CORR	642	SILT FENCE FOR EROSION CONTROL	LF	600	\$ 5.00	\$3,000.00
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	385	\$ 1.00	\$385.00
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2	\$ 110.00	\$220.00
666	6078	REFL PAV MRK TY I (W) (WORD)(100ML)	EA	2	\$ 150.00	\$300.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	385	\$ 0.85	\$327.25
666	6184	REFL PAV MRK TY II (W) (ARROW)	LF	2	\$ 70.00	\$140.00
666	6192	REFL PAV MRK TY II (W) (WORD)	LF	2	\$ 80.00	\$160.00
672	6007	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	EA	20	\$ 3.00	\$60.00
ROUNDVILLE LANE RECONSTRUCTION SUBTOTAL						\$201,698.63

ROUNDVILLE LANE RECONSTRUCTION -A.W. GRIMES						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
CORR	101	PREPARING ROW	STA	3.0	\$ 1,500.00	\$4,500.00
CORR	104-0	REMOVE P.C. CONCRETE CURB AND GUTTER	LF	268.0	\$ 6.50	\$1,742.00
CORR	104-1	REMOVE P.C. CONCRETE SIDEWALKS	SF	919.0	\$ 1.29	\$1,185.51
CORR	110	STREET EXCAVATION	CY	268	\$ 13.00	\$3,484.00
CORR	132	EMBANKMENT	CY	3.00	\$ 17.00	\$51.00
CORR	203	LIME TREATED SUBGRADE	SY	264	\$ 8.00	\$2,112.00
247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	154	\$ 60.00	\$9,240.00
310	6009	PRIME COAT (MC-30)	GAL	45	\$ 4.00	\$180.00
340	6120	D-GR HMA (SQ) TY-D SAC-B PG70-22	TON	20	\$ 125.00	\$2,500.00
400	6001	STRUCT EXCAV (PIPE)	CY	156	\$ 10.00	\$1,560.00
402	6001	TRENCH EXCAVATION PROTECTION	LF	240	\$ 10.00	\$2,400.00
CORR	430	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	LF	148	\$ 20.00	\$2,960.00
CORR	432	NEW P.C. CONCRETE SIDEWALKS (5 IN)	SF	790	\$ 6.00	\$4,740.00
465	6002	MANH (COMPL) (PRM) (48IN)	EA	2	\$ 3,700.00	\$7,400.00
465	6006	JCTBOX (COMPL) (PJB)(4FTx4FT)	EA	2	\$ 4,000.00	\$8,000.00
465	6024	INLET (COMPL)(PCO)(BOTH)	EA	1	\$ 5,000.00	\$5,000.00
496	6002	REMOVE STR (INLET)	EA	1	\$ 600.00	\$600.00
CORR	510	RC PIPE (CL III)(18 IN)	LF	240	\$ 80.00	\$19,200.00
CORR	642	SILT FENCE FOR EROSION CONTROL	LF	20	\$ 5.00	\$100.00
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	90	\$ 1.00	\$90.00
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	1	\$ 110.00	\$110.00
666	6078	REFL PAV MRK TY I (W) (WORD)(100ML)	EA	1	\$ 150.00	\$150.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	90	\$ 0.85	\$76.50
666	6184	REFL PAV MRK TY II (W) (ARROW)	LF	1	\$ 70.00	\$70.00
666	6192	REFL PAV MRK TY II (W) (WORD)	LF	1	\$ 80.00	\$80.00
672	6007	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	EA	5	\$ 3.00	\$15.00
ROUNDVILLE LANE RECONSTRUCTION SUBTOTAL						\$77,546.01

TRAFFIC SIGNAL						
ITEM CODE	DESCRIPTION		UNITS	QUANTITY	UNIT COST	TOTAL COST
416	6031	DRILL SHAFT (TRF SIG POLE)(30 IN)	LF	11	\$ 125.00	\$1,375.00
416	6032	DRILL SHAFT (TRF SIG POLE)(36 IN)	LF	26	\$ 150.00	\$3,900.00
618	6023	COND(PVC) (SCH 40) (2")	LF	545	\$ 12.00	\$6,540.00
618	6024	COND(PVC) (SCH 40) (2") (BORE)	LF	90	\$ 35.00	\$3,150.00
618	6029	COND(PVC)(SCH 40)(3")	LF	665	\$ 20.00	\$13,300.00
618	6030	COND(PVC)(SCH 40)(3") (BORE)	LF	180	\$ 40.00	\$7,200.00
618	6033	COND(PVC)(SCH 40)(4")	LF	40	\$ 15.00	\$600.00
620	6007	ELEC CONDR (NO 8) BARE	LF	1,465	\$ 0.90	\$1,318.50
620	6008	ELEC CONDR (NO 8) INSULATED	LF	1,146	\$ 0.90	\$1,031.40
620	6009	ELEC CONDR (NO 6) BARE	LF	115	\$ 1.00	\$115.00
620	6010	ELEC CONDR (NO 6) INSULATED	LF	65	\$ 1.20	\$78.00
624	6010	GROUND BOX TY D(162922) W/ APRON	EA	4	\$ 1,000.00	\$4,000.00
636	6001	ALUMINUM SIGNS (TY A)	SF	26	\$ 35.00	\$892.50
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$ 15,000.00	\$15,000.00
682	6001	VEH SIG SEC (12") LED (GRN)	EA	6	\$ 290.00	\$1,740.00
682	6002	VEH SIG SEC (12") LED (GRN ARW)	EA	1	\$ 290.00	\$290.00
682	6003	VEH SIG SEC (12") LED (YEL)	EA	6	\$ 290.00	\$1,740.00
682	6004	VEH SIG SEC (12") LED (YEL ARW)	EA	1	\$ 290.00	\$290.00
682	6005	VEH SIG SEC (12") LED (RED)	EA	6	\$ 290.00	\$1,740.00
682	6006	VEH SIG SEC (12") LED (RED ARW)	EA	1	\$ 290.00	\$290.00
682	6023	BACK PLATE (12") (3 SEC)	EA	6	\$ 70.00	\$420.00
682	6024	BACK PLATE (12") (4 SEC)	EA	1	\$ 80.00	\$80.00
684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	254	\$ 1.20	\$304.80
684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	603	\$ 1.45	\$874.35
684	6046	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	LF	505	\$ 3.25	\$1,641.25
684	6049	TRF SIG CBL (TY A) (16 AWG) (3 CONDR)	LF	1,069	\$ 1.05	\$1,122.45
686	6029	INS TRF SIG PL AM (S) 1 ARM (28')	EA	1	\$ 5,700.00	\$5,700.00
686	6035	INS TRF SIG PL AM (S) 1 ARM (32')(LUM)	EA	1	\$ 6,200.00	\$6,200.00
686	6047	INS TRF SIG PL AM (S) 1 ARM (44')(LUM)	EA	1	\$ 8,000.00	\$8,000.00
687	6001	PED POLE ASSEMBLY	EA	2	\$ 2,300.00	\$4,600.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	2	\$ 750.00	\$1,500.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$ 3,250.00	\$3,250.00
6002	6001	VIVDS PROCESSOR SYSTEM	EA	1	\$ 5,000.00	\$5,000.00
6002	6002	VIVDS CAMERA ASSEMBLY	EA	4	\$ 1,200.00	\$4,800.00
6002	6003	VIVDS SET-UP SYSTEM	EA	1	\$ 750.00	\$750.00
6002	6005	VIVDS COMMUNICATION CABLE(COAXIAL)	LF	1,069	\$ 2.50	\$2,672.50
NO BID NUMBERS AVAILABLE		ETHERNET CABLE CAT F (FOR RADIO)	LF	79		\$0.00
		TITAN INTEGRATED BROADBAND 2/5.8 GHX RADIO	EA	1		\$0.00
		BROADBAND ANTENNA	EA	1		\$0.00
		OPTICOM DETECTOR-GTT MODEL 722	EA	2		\$0.00
		OPTICOM PHASE SELECTOR-GTT MODEL 764	EA	1		\$0.00
		OPTICOM CARD RACK-GTT MODEL 760	EA	1		\$0.00
		OPTICOM CABLE-GTT MODEL 138	LF	169		\$0.00
		AXIS NETWORK PTX CAMAERA	EA	1		\$0.00
		ETHERNET CABLE CAT 6 (FOR PTZ)	LF	134		\$0.00
		CONNET ETHERNET SWITCH	EA	1		\$0.00
		ITERIS EDGE CONNECT CARD	EA	1		\$0.00
TRAFFIC SIGNAL SUBTOTAL						\$111,505.75
PROJECT TOTAL						\$2,250,177.96
MOBILIZATION (10%)						\$223,517.80
CONTINGENCY (10%)						\$225,017.80
TOTAL						\$2,698,713.55