

RESOLUTION NO. 24-URA08

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION REIMBURSEMENT AGREEMENT FOR THE MAIN STREET REHABILITATION PROJECT ("REIMBURSEMENT AGREEMENT") BETWEEN THE CITY OF KETCHUM AND THE KETCHUM URBAN RENEWAL AGENCY; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID REIMBURSEMENT AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE REIMBURSEMENT AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REIMBURSEMENT AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation, or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the City Council, of the city of Ketchum (the "City"), by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "2006 Plan") to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the Ketchum Urban Renewal Plan 2010 (the "2010 Plan");

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the “Project Area”);

WHEREAS, the 2010 Plan identified improvement to sidewalks, streets, rights-of-way, pedestrian and bicycle access, crosswalks, and safety as important objectives of the 2010 Plan;

WHEREAS, the 2010 Plan and the Project Area terminate November 15, 2030, recognizing the Agency shall receive its allocation of revenues in 2031, pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed improvements identified in the 2010 Plan have not been completed and continue to suffer from certain deteriorating conditions;

WHEREAS, the City has requested funding participation from the Agency for pedestrian and transit improvements as part of the rehabilitation of Main Street between River Street and 6<sup>th</sup> Street (“Rehabilitation Project”);

WHEREAS, these street projects will greatly enhance safety and pedestrian access along one of the busiest streets in Ketchum;

WHEREAS, the Idaho Transportation Department has agreed to fund certain roadway improvements associated the Rehabilitation Project, which will include rehabilitation of roadway sections between River Street to Knob Hill Inn, or in the alternative, River Street through the 6<sup>th</sup> Street intersection;

WHEREAS, the City received an estimate for the costs of improving the roadway, sidewalks, ADA access, bus stops, lighting and street trees for the Rehabilitation Project Street from Idaho Materials & Construction identifying two million four hundred ninety nine dollars (\$2,499,000) for sidewalk, lighting, street trees and other pedestrian and transit improvements not funded and completed by Idaho Transportation Department, which estimate is included in the Reimbursement Agreement attached as Exhibit A;

WHEREAS, the Agency agreed at its Agency Board meeting on April 15, 2024, to fund fifty percent (50%) of the two million four hundred ninety nine dollars (\$2,499,000) cost estimate, for a total not to exceed of one million two hundred and fifty dollars (\$1,250,000) for the Rehabilitation Project as the scope of Rehabilitation Project was approved by the City Council on April 15, 2024;

WHEREAS, the Agency Board finds it in the best interests of the Agency to continue to enhance the development within the Project Area and in the best interests of the public to provide financial support for the Rehabilitation Project;

WHEREAS, the City and the Agency hereby find and determine that this Reimbursement Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

WHEREAS, the ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code § 50-2015;

WHEREAS, in consideration of the payment by the Agency for costs, as more specifically defined in this Reimbursement Agreement, the City hereby agrees to serve and perform as project manager for the design, engineering, and construction of the Project;

WHEREAS, Agency staff has reviewed the Reimbursement Agreement and recommends approval of the Reimbursement Agreement subject to certain conditions;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Reimbursement Agreement and to authorize the Chair or Vice-Chair to execute and attest the Reimbursement Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Reimbursement Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections may be required prior to execution of the Reimbursement Agreement.

Section 3: That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Reimbursement Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Reimbursement Agreement subject to representations by the Agency staff and Agency legal counsel, that all conditions precedent to and any necessary technical changes to the Reimbursement Agreement or other documents are acceptable upon advice from the Agency's legal counsel, that said changes are consistent with the provisions of the Reimbursement Agreement and the comments and discussions received at the May 20, 2024 Agency Board meeting, including any substantive changes discussed and approved at that meeting.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED By the Urban Renewal Agency of Ketchum, Idaho, on May 20, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on May 20, 2024.

URBAN RENEWAL AGENCY OF KETCHUM

By Susan Scovell - CHAIR  
Susan Scovell, Chair

ATTEST:

By

Secretary



**KURA AGREEMENT 50091  
CITY OF KETCHUM AGREEMENT 24912  
PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION REIMBURSEMENT  
AGREEMENT FOR THE MAIN STREET REHABILITATION PROJECT**

THIS PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION REIMBURSEMENT AGREEMENT FOR THE MAIN STREET REHABILITATION PROJECT (the "Reimbursement Agreement") is made and entered into this 20<sup>th</sup> day of May, 2024, by and between the city of Ketchum, Idaho, a municipal corporation of the state of Idaho (the "City"), and the Urban Renewal Agency of the city of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body corporate and politic (the "Agency"), individually referred to as "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation, or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the City Council, of the city of Ketchum (the "City"), by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "2006 Plan") to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the Ketchum Urban Renewal Plan 2010 (the "2010 Plan");

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the "Project Area"), which established an area for redevelopment and anticipated improvement projects;

WHEREAS, the 2010 Plan identified improvement to sidewalks, streets, rights-of-way, pedestrian and bicycle access, crosswalks, and safety as important objectives of the 2010 Plan;

WHEREAS, the 2010 Plan and the Project Area terminate November 15, 2030, recognizing the Agency shall receive its allocation of revenues in 2031, pursuant to Idaho Code § 50-2903(7) (the "Termination Date"). Many of the proposed improvements identified in the 2010 Plan have not been completed and continue to suffer from certain deteriorating conditions;

WHEREAS, the City has requested funding participation from the Agency for pedestrian and transit improvements as part of the rehabilitation of Main Street between River Street and 6<sup>th</sup> Street ("Rehabilitation Project");

WHEREAS, this project will greatly enhance safety and pedestrian access along one of the busiest streets in Ketchum;

WHEREAS, the Idaho Transportation Department has agreed to fund certain roadway improvements associated the Rehabilitation Project, which will include rehabilitation of roadway sections between River Street to Knob Hill Inn, or in the alternative, River Street through the 6<sup>th</sup> Street intersection;

WHEREAS, the City received an estimate for the costs of improving the roadway, sidewalks, ADA access, bus stops, lighting and street trees for the Rehabilitation Project from Idaho Materials & Construction identifying two million four hundred ninety nine dollars (\$2,499,000) for sidewalk, lighting, street trees and other pedestrian and transit improvements not funded and completed by Idaho Transportation Department, see Exhibit A attached;

WHEREAS, the Agency agreed at its Agency Board meeting on April 15, 2024, to fund fifty percent (50%) of the two million four hundred ninety nine dollars (\$2,499,000) cost estimate, for a total not to exceed of one million two hundred and fifty dollars (\$1,250,000) for the Rehabilitation Project as the scope of Rehabilitation Project was approved by the City Council on April 15, 2024;

WHEREAS, the Agency Board finds it in the best interests of the Agency to continue to enhance the development within the Project Area and in the best interests of the public to provide financial support for the Rehabilitation Project;

WHEREAS, the City and the Agency hereby find and determine that this Reimbursement Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

WHEREAS, the ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code § 50-2015;

WHEREAS, in consideration of the payment by the Agency for costs, as more specifically defined in this Reimbursement Agreement, the City hereby agrees to serve and perform as project manager for the design, engineering, and construction of the Project.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the provisions contained herein and the recitals set forth above, which are a material part of this Reimbursement Agreement, the Parties agree as follows:

1. **Definitions.** As used in this Reimbursement Agreement, the following words, unless the context dictates otherwise, shall have the following meanings:

**Act** shall mean collectively the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and supplemented and the Local Economic Development Act of 1988, title 50, chapter 29, Idaho Code as amended and supplemented.

**Board** shall mean the Board of Commissioners of the Agency as the same shall be duly and regularly constituted from time to time.

**Contract** shall mean the contract through which the general contractor is awarded the construction of the Project.

**Contractor** shall mean the selected general contractor awarded the construction of the Project.

**Rehabilitation Project** shall mean the Main Street Rehabilitation Project from River Street to 6<sup>th</sup> Street in the City of Ketchum.

## **2. Recitals and Purpose**

- 2.1. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.
- 2.2. The purpose of this Reimbursement Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the design services, engineering services, project management services, and construction cost services for this Reimbursement Agreement.

## **3. City Services and Responsibilities for the Main Street Rehabilitation Project.**

City agrees to furnish its skill and judgment necessary to carry out the project administration for the Rehabilitation Project.

3.1 Design, Engineering, and Construction. City shall oversee Idaho Materials & Construction, design, engineering, construction, management, and administration for the Rehabilitation Project. updates on the construction of the Project for Agency review and comment.

3.2 Project Construction Estimates. City has obtained estimates from Idaho Materials & Construction for the Rehabilitation Project.

3.3 Design and Construction. The obligations under this Reimbursement Agreement shall end thirty (30) days after final payment to the Contractor under the Contract has been paid. The City shall:

- a. Provide administration of the Rehabilitation Project in compliance with generally accepted standards recognizing that the Rehabilitation Project is a partially Agency funded project with the City providing project oversight.
- b. Provide necessary project oversight to assure timely progress and process all invoices and payment requests and verify Idaho Materials &

Construction's entitlement to all progress payments or other payments requested by Contractor;

- c. Receive and hold all certificates of insurance required by the Contract;
- d. Provide monthly progress reports to Agency either in writing or by presentation to Agency at Agency's Board meetings;
- e. Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project; and

3.4 City Contribution. A portion of this Rehabilitation Project as described in this Reimbursement Agreement is within the Project Area and is funded through the Agency. The City has budgeted funds for a portion of the work. City shall contribute all funds toward any work or improvements to areas outside the Project Area.

4. **Agency and City Obligations.** The purpose of this Reimbursement Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the Rehabilitation Project.

5. **Effective Date.** This Reimbursement Agreement shall be effective upon execution of the Reimbursement Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City and/or the City Administrator, as the case may be, the effective date being the date of last signature.

6. **Method of Reimbursement.**

- a. **Project Costs.** As consideration for the public improvement and value of the Rehabilitation Project set forth above, the Agency shall pay the City one million two hundred fifty thousand dollars (\$1,250,000), toward the Project cost estimate provided by Idaho Materials and Construction, for a total funding contribution by the Agency, not to exceed one million two hundred fifty thousand dollars (\$1,250,000). All project costs related to areas outside of the Project Area will be borne by the City.

In order to provide sufficient documentation to ensure compliance, the City shall provide the Agency with the following information in reimbursement invoices and in a final invoice upon completion of the Rehabilitation Project:

- a. requests for payment for billing invoices received for work related to the Rehabilitation Project with sufficient documentation to ensure accuracy; and
- c. certification by the City that the costs incurred for services are consistent with the scope of the Rehabilitation Project; and
- d. monthly reports on the Rehabilitation Project status as described above.



Upon receipt and approval of the reimbursement invoice, Agency shall remit payment to City for all approved amounts within fifty (50) days of Agency's receipt of an invoice or payment request. If Agency disputes any amount, Agency shall pay the undisputed amount within fifty (50) days and reasonably cooperate with City to resolve the disputed amount. City shall include this payment process within the Contract with the selected contractor.

7. **Records Project Costs.** Costs pertaining to the Rehabilitation Project shall be kept on the basis of generally accepted accounting principles and shall be available to the Agency or the Agency's authorized representative at mutually convenient times.

8. **Insurance.**

- a. The City (either itself, Idaho Materials & Construction, or the selected Contractor) shall purchase and maintain, for the benefit of the City and the Agency, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed on the Rehabilitation Project; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees or of any person while working on the Rehabilitation Project; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Project; and claims arising out of the performance of this Reimbursement Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City, and nothing herein shall be construed as any waiver of any claim or defense by the City or the Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. The amount of insurance shall be in the amounts set forth in the Idaho Tort Claims Act.
- b. The City shall also purchase and maintain for the benefit of the City and Agency property damage insurance for any property damage to the Project, or other property owned by the City.

9. **Indemnity.** Only to the extent permitted by Idaho law, the City shall defend, indemnify, and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable planning, design and engineering fees, and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the planning, design, and engineering of the Project or otherwise arising out of this Reimbursement Agreement. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter

to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

10. **Amendment.** This entire Reimbursement Agreement may be amended at any time and from time to time by the mutual written consent of the City and the Agency.

11. **Severability.** In the event any provision of this Reimbursement Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. **Notice.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Reimbursement Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:

Susan Scovell , Chair  
Ketchum Urban Renewal Agency  
P.O. Box 2315  
Ketchum, ID 83340

To City:

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

13. **Non-Waiver.** Failure of either Party to exercise any of the rights under this Reimbursement Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

14. **Choice of Law.** Any dispute under this Reimbursement Agreement, or related to this Reimbursement Agreement, shall be decided in accordance with the laws of the state of Idaho.

15. **Attorney Fees.** Should any litigation be commenced between the Parties hereto concerning this Reimbursement Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court or arbitrator of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Reimbursement Agreement.

16. **Authority to Execute.** Agency and City have duly authorized and have full power and authority to execute this Reimbursement Agreement.

17. **Assignment.** It is expressly agreed and understood by the Parties hereto that the City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Reimbursement Agreement except upon the prior express written consent of Agency.

18. **Disputes.** In the event that a dispute arises between Agency and City regarding application or interpretation of any provision of this Reimbursement Agreement, the aggrieved Party shall promptly notify the other Party to this Reimbursement Agreement of the dispute within

ten (10) days after such dispute arises. If the Parties have failed to resolve the dispute within thirty (30) days after delivery of such notice, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

**19. Anti-Boycott Against Israel Certification.**

City and Agency hereby certify pursuant to Section 67-2346, Idaho Code, they are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

**20. Government of China Owned Companies Prohibited**

The Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

**21. Entire Agreement.** This Reimbursement Agreement along with any and all exhibits attached hereto and incorporated herein by reference contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Project.

IN WITNESS WHEREOF, the Parties hereto, through their respective governing boards, have executed this Reimbursement Agreement on the date first cited above.

CITY OF KETCHUM

ATTEST:

\_\_\_\_\_  
City Clerk



  
\_\_\_\_\_  
Neil Bradshaw, Mayor

KETCHUM URBAN RENEWAL AGENCY

By -CHAIR  
\_\_\_\_\_  
Susan Scovell, Chair

ATTEST:

  
\_\_\_\_\_  
Secretary



**Exhibit A**

**Idaho Materials & Construction Estimate**

## SH-75, RIVER ST TO 10TH ST - MAIN ST

Project No. A022(210)

Unit Price Form - May 2, 2024

## Unit Price Schedule

| Item No.                       | Description                                                     | Estimated Quantity | Unit | IMC Unit Price | IMC Extended Unit Price |
|--------------------------------|-----------------------------------------------------------------|--------------------|------|----------------|-------------------------|
| <b>REMOVALS</b>                |                                                                 |                    |      |                |                         |
| 201-005A                       | CLEARING & GRUBBING                                             | 1                  | ACRE | \$ 12,000.00   | \$ 12,000               |
| 202-005A                       | SELECTIVE REMOVAL OF TREES INCLUDING STUMPS                     | 10                 | EACH | \$ 1,200.00    | \$ 12,000               |
| 203-001A                       | REMOVAL OF OBSTRUCTIONS (PAVERS)                                | 447                | SY   | \$ 68.00       | \$ 30,396               |
| 203-001B                       | REMOVAL OF OBSTRUCTIONS (LANDSCAPE)                             | 71                 | SY   | \$ 110.00      | \$ 7,794                |
| 203-001C                       | REMOVAL OF OBSTRUCTIONS (WOOD SIDEWALK)                         | (19)               | SY   | \$ 55.00       | \$ (1,068)              |
| 203-002A                       | REMOVAL OF OBSTRUCTIONS (LUMINAIRE)                             | 5                  | EACH | \$ 1,000.00    | \$ 5,000                |
| 203-002B                       | REMOVAL OF OBSTRUCTIONS (BIKE RACK)                             | -                  | EACH | \$ 300.00      | \$ -                    |
| 203-002C                       | REMOVAL OF OBSTRUCTIONS (TRASH RECEPTACLE)                      | -                  | EACH | \$ 300.00      | \$ -                    |
| 203-003A                       | REMOVAL OF OBSTRUCTIONS (RETAINING WALL)                        | 142                | FT   | \$ 105.00      | \$ 14,900               |
| 203-005A                       | REMOVAL OF OBSTRUCTIONS (RAMP AND HANDRAILS)                    | -                  | LS   | \$ -           | \$ -                    |
| 203-006A                       | REMOVAL OF SIGN                                                 | 47                 | EACH | \$ 175.00      | \$ 8,225                |
| 203-015A                       | REMOVAL OF BITUMINOUS SURFACE                                   | 14,494             | SY   | \$ 26.00       | \$ 376,856              |
| 203-055A                       | REMOVAL OF CONCRETE PAVEMENT                                    | 23                 | SY   | \$ 55.00       | \$ 1,283                |
| 203-060A                       | REMOVAL OF CONCRETE SIDEWALK                                    | 189                | SY   | \$ 70.00       | \$ 13,207               |
| 203-070A                       | REMOVAL OF CURB & GUTTER                                        | 2,810              | FT   | \$ 13.00       | \$ 36,530               |
| 203-085A                       | REMOVAL OF GUTTER                                               | 41                 | FT   | \$ 25.00       | \$ 1,025                |
| 203-090A                       | REMOVAL OF INLET                                                | 12                 | EACH | \$ 3,000.00    | \$ 36,000               |
| 203-122A                       | REMOVAL OF MISCELLANEOUS ITEMS (POLE FOUNDATION)                | 7                  | EACH | \$ 300.00      | \$ 2,100                |
| 203-122B                       | REMOVAL OF MISCELLANEOUS ITEMS (SIGNAL HEAD)                    | 6                  | EACH | \$ 1,000.00    | \$ 6,000                |
| 203-123B                       | REMOVAL OF MISCELLANEOUS ITEMS (PIPE)                           | 167                | FT   | \$ 35.00       | \$ 5,845                |
| 203-130B                       | REMOVAL OF PAVEMENT MARKINGS                                    | 19                 | SF   | \$ 60.00       | \$ 1,140                |
| <b>ROADWAY &amp; HARDSCAPE</b> |                                                                 |                    |      |                |                         |
| 205-005A                       | EXCAVATION                                                      | 1,192              | CY   | \$ 90.00       | \$ 107,279              |
| 205-030A                       | BORROW                                                          | 4                  | CY   | \$ 75.00       | \$ 332                  |
| 301-005A                       | GRANULAR SUBBASE                                                | 616                | TON  | \$ 140.00      | \$ 86,220               |
| 303-022A                       | 3/4" AGGREGATE TYPE B FOR BASE                                  | 1,818              | TON  | \$ 140.00      | \$ 254,464              |
| 401-014A                       | DILUTED EMULSIFIED ASPHALT FOR TACK COAT                        | 1,123              | GAL  | \$ 20.00       | \$ 22,454               |
| 405-240A                       | MISCELLANEOUS PAVEMENT                                          | -                  | SY   | \$ 165.00      | \$ -                    |
| 405-245A                       | APPROACH                                                        | -                  | EACH | \$ 6,000.00    | \$ -                    |
| 405-455A                       | SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-5 | 4,642              | TON  | \$ 190.00      | \$ 881,911              |
| 509-010A                       | NON-STRUCTURAL CONCRETE                                         | -                  | SY   | \$ 785.00      | \$ -                    |
| 614-015A                       | SIDEWALK                                                        | 143                | SY   | \$ 195.00      | \$ 27,809               |
| 614-020A                       | DRIVEWAY                                                        | 59                 | SY   | \$ 265.00      | \$ 15,517               |
| 614-025A                       | CURB RAMP                                                       | 359                | SY   | \$ 335.00      | \$ 120,269              |
| 615-256A                       | CURB TYPE 1                                                     | 301                | FT   | \$ 150.00      | \$ 45,150               |
| 615-257A                       | CURB TYPE 2                                                     | 36                 | FT   | \$ 150.00      | \$ 5,400                |
| 615-331A                       | GUTTER TYPE 1                                                   | 33                 | FT   | \$ 150.00      | \$ 4,950                |
| 615-492A                       | CURB & GUTTER TYPE 2                                            | -                  | FT   | \$ 150.00      | \$ -                    |
| 615-651A                       | TRAFFIC SEPARATOR TYPE 1                                        | 52                 | FT   | \$ 150.00      | \$ 7,800                |
| S605-10A                       | CONC COLLAR                                                     | 1                  | EACH | \$ 950.00      | \$ 950                  |
| S904-05A                       | SP CONCRETE RAMP AND STAIRS                                     | -                  | LS   | \$ -           | \$ -                    |
| S911-05A                       | SP 6" ROLLED CURB & GUTTER                                      | 3,856              | FT   | \$ 79.00       | \$ 304,624              |
| S911-05B                       | SP 6" RIBBON CURB                                               | 140                | FT   | \$ 150.00      | \$ 21,000               |
| S912-05A                       | SP PAVER SIDEWALK                                               | 2,748              | SY   | \$ 188.00      | \$ 516,687              |
| S912-05B                       | SP WOOD SIDEWALK                                                | 37                 | SY   | \$ 700.00      | \$ 25,900               |
| S912-05D                       | SP PAVER CURB RAMP                                              | 59                 | SY   | \$ 716.00      | \$ 42,244               |
| S912-05E                       | SP NEW SNOWMELT                                                 | 60                 | SY   | \$ 75.00       | \$ 4,500                |

| SH-75, RIVER ST TO 10TH ST - MAIN ST |                                                                                 |                    |      |                |                         |
|--------------------------------------|---------------------------------------------------------------------------------|--------------------|------|----------------|-------------------------|
| Project No. A022(210)                |                                                                                 |                    |      |                |                         |
| Unit Price Form - May 2, 2024        |                                                                                 |                    |      |                |                         |
| Unit Price Schedule                  |                                                                                 |                    |      |                |                         |
| Item No.                             | Description                                                                     | Estimated Quantity | Unit | IMC Unit Price | IMC Extended Unit Price |
|                                      | <b>DRAINAGE</b>                                                                 |                    |      |                |                         |
| 605-025A                             | 12" STORM SEWER PIPE                                                            | 396                | FT   | \$ 84.00       | \$ 33,264               |
| 605-035A                             | 18" STORM SEWER PIPE                                                            | 66                 | FT   | \$ 140.00      | \$ 9,240                |
| 605-455A                             | MANHOLE TYPE A                                                                  | 1                  | EACH | \$ 9,250.00    | \$ 9,250                |
| 605-500A                             | CATCH BASIN TYPE 1                                                              | 18                 | EACH | \$ 4,750.00    | \$ 85,500               |
| 605-635A                             | ADJUST MANHOLE COVERS                                                           | 16                 | EACH | \$ 3,000.00    | \$ 48,000               |
| 605-640A                             | ADJUST VALVE COVERS                                                             | 11                 | EACH | \$ 3,000.00    | \$ 33,000               |
| 605-655A                             | DRYWELL                                                                         | 3                  | EACH | \$ 8,050.00    | \$ 24,150               |
| 606-110A                             | PIPE UNDERDRAIN                                                                 | 143                | LF   | \$ 120.00      | \$ 17,160               |
|                                      | <b>SIGNAL AND ILLUMINATION</b>                                                  |                    |      |                |                         |
| 587-005A                             | PAINTING STRUCTURAL STEEL                                                       |                    | LS   | \$ -           | \$ -                    |
| 619-010A                             | ILLUMINATION TYPE 2 (Allowance)                                                 | 1                  | LS   | \$ 50,000.00   | \$ 50,000               |
| 656-010A                             | SIGNAL HOUSING (Install price only)                                             | 18                 | EACH | \$ 2,161.76    | \$ 38,912               |
| 656-015A                             | INTERSECTION PREEMPTION DETECTION SYSTEM                                        | 2                  | EACH | \$ 31,234.60   | \$ 62,469               |
| 656-020B                             | INTERSECTION DETECTION SYSTEM - RADAR (Install price only)                      | 3                  | EACH | \$ 24,644.30   | \$ 73,933               |
| 656-020C                             | INTERSECTION DETECTION SYSTEM - VIDEO                                           | -                  | EACH | \$ 25,000.00   | \$ -                    |
| 656-020E                             | INTERSECTION DETECTION SYSTEM - THERMAL                                         | -                  | EACH | \$ 8,000.00    | \$ -                    |
| 656-030A                             | INTERSECTION SIGNAL STRUCTURE (Install price only)                              | 2                  | EACH | \$ 42,732.40   | \$ 85,465               |
| 656-035A                             | INTERSECTION PEDESTRIAN SYSTEM (Install price only)                             | 12                 | EACH | \$ 2,462.66    | \$ 29,552               |
| 656-040A                             | SIGNAL CABINET (Install price only)                                             | 3                  | EACH | \$ 15,666.86   | \$ 47,001               |
| 656-045A                             | SIGNAL CONTROLLER (Install price only)                                          | 3                  | EACH | \$ 778.80      | \$ 2,336                |
| 656-070A                             | ADDITIONAL ELECTRICAL ITEMS (Signals only)                                      | 1                  | LS   | \$ 351,467.84  | \$ 351,468              |
| 657-015A                             | RRFB, AC POWERED (Already procured by City)                                     | 1                  | EACH | \$ 39,488.60   | \$ 39,489               |
| 657-020A                             | RRFB, SOLAR POWERED (Already procured by City)                                  | 1                  | EACH | \$ 37,488.60   | \$ 37,489               |
| S901-05H                             | SP TRAFFIC SIGNAL HOUSE - RESET                                                 | 4                  | EACH | \$ 2,096.86    | \$ 8,387                |
| S901-05J                             | SP BOLT DOWN TUBULAR MARKER                                                     | 18                 | EACH | \$ 605.00      | \$ 10,890               |
| S901-05K                             | SP INSTALL ORNAMENTAL POLE                                                      | 16                 | EACH | \$ 2,000.00    | \$ 32,000               |
| S904-05D                             | SP INTELLIGENT TRANSPORTATION SYSTEM                                            | 1                  | LS   | \$ 203,917.20  | \$ 203,917              |
|                                      | Conduit and Locate Wire                                                         | 3,380              | LF   | \$ 46.38       |                         |
|                                      | Junction Vaults                                                                 | 17                 | EACH | \$ 2,223.12    |                         |
|                                      | Splice Vaults                                                                   | 3                  | EACH | \$ 3,119.92    |                         |
|                                      | <b>SIGNING AND PAVEMENT MARKINGS</b>                                            |                    |      |                |                         |
| 616-010A                             | SIGN TYPE B-1                                                                   | 140                | SF   | \$ 55.50       | \$ 7,770                |
| 616-040G                             | STEEL SIGN POST TYPE B-2                                                        | 100                | FT   | \$ 645.00      | \$ 64,500               |
| 616-040K                             | STEEL SIGN POST TYPE E-2                                                        | 297                | FT   | \$ 72.00       | \$ 21,384               |
| 616-080A                             | REINSTALL SIGN FACE                                                             | 40                 | EACH | \$ 305.00      | \$ 12,200               |
| 616-090A                             | SPECIAL INSTALL SIGN (Procure and Install sign)                                 | 8                  | EACH | \$ 815.00      | \$ 6,520                |
| 616-100A                             | SIGN BRACES                                                                     | 24                 | LB   | \$ 96.50       | \$ 2,316                |
| 630-005A                             | TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - WATERBORNE              | 3,200              | SF   | \$ 5.30        | \$ 16,960               |
| 630-010A                             | TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - PREFORMED THERMOPLASTIC | 4,000              | SF   | \$ 19.00       | \$ 76,000               |
| 630-025A                             | LONGITUDINAL PAVEMENT MARKING - WATERBORNE                                      | 19,300             | FT   | \$ 1.00        | \$ 19,300               |
|                                      | <b>UTILITIES</b>                                                                |                    |      |                |                         |
|                                      | <b>STREETSCAPE AND IRRIGATION</b>                                               |                    |      |                |                         |
| S900-05A                             | CONTINGENCY AMOUNT ADDITIONAL ELECTRICAL WORK                                   | 280,000            | CA   | \$ 1.00        | \$ 280,000              |
|                                      | Conduit and Locate Wire                                                         | (120,000)          | LF   | \$ 46.38       |                         |
|                                      | Junction Vaults                                                                 | 17                 | EACH | \$ 2,223.12    |                         |
|                                      | Splice Vaults                                                                   | 6                  | EACH | \$ 3,119.92    |                         |

**SH-75, RIVER ST TO 10TH ST - MAIN ST**  
**Project No. A022(210)**  
**Unit Price Form - May 2, 2024**

**Unit Price Schedule**

| Item No.                             | Description                                       | Estimated Quantity | Unit | IMC Unit Price | IMC Extended Unit Price |
|--------------------------------------|---------------------------------------------------|--------------------|------|----------------|-------------------------|
| S901-05A                             | SP TREE IRRIGATION ADJUSTMENT                     | 10                 | EACH | \$ 5,500.00    | \$ 55,000               |
| S901-05B                             | SP ELECTRICAL RECEPTACLE ADJUSTMENT               | 10                 | EACH | \$ 1,000.00    | \$ 10,000               |
| S901-05C                             | SP POST ADJUSTMENT                                | 6                  | EACH | \$ 1,000.00    | \$ 6,000                |
| S901-05D                             | SP TREE GRATES                                    | 30                 | EACH | \$ 3,400.00    | \$ 102,000              |
| S901-05E                             | SP TREE (AUTUMN BLAZE MAPLE)                      | 34                 | EACH |                | \$ -                    |
| S901-05F                             | SP FURNISHING FOOTING                             | -                  | EACH | \$ 450.00      | \$ -                    |
| S904-05B                             | SP IRRIGATION RELOCATION                          | 1                  | LS   | \$ 24,500.00   | \$ 24,500               |
| S912-05C                             | SP ADJUST EXISTING SNOWMELT                       | 595                | SY   | \$ 65.00       | \$ 38,675               |
| S901-05G                             | SP MODULAR SUSPENDED PAVEMENT SYSTEM (SILVA CELL) | 46                 | SY   | \$ 905.00      | \$ 41,630               |
|                                      | <b>TEMPORARY/TRAFFIC CONTROL</b>                  |                    |      |                |                         |
| Z629-05A                             | MOBILIZATION (≤10% OF SCHEDULE BID TOTAL)         | 1                  | LS   | \$ 520,567.18  | \$ 520,567              |
| 675-005A                             | SURVEY                                            | 1                  | LS   | \$ 104,113.44  | \$ 104,113              |
| S904-05D                             | SP EROSION AND SEDIMENT CONTROL                   | 1                  | LS   | \$ 47,000.00   | \$ 47,000               |
| 107-019A                             | SURVEY MONUMENT PRESERVATION                      | 10,000             | CA   | \$ 1.00        | \$ 10,000               |
| 205-060A                             | WATER FOR DUST ABATEMENT                          | 2,000              | MG   | \$ 32.00       | \$ 64,000               |
| 626-005A                             | PEDESTRIAN CHANNELING DEVICES                     | 6,000              | FT   | \$ 8.50        | \$ 51,000               |
| 626-010A                             | TEMPORARY TRAFFIC CONTROL SIGNS                   | 600                | SF   | \$ 25.00       | \$ 15,000               |
| 626-025A                             | BARRICADE                                         | 40                 | EACH | \$ 125.00      | \$ 5,000                |
| 626-080A                             | TEMPORARY CURB RAMP                               | 40                 | EACH | \$ 2,350.00    | \$ 94,000               |
| 626-105A                             | TEMPORARY TRAFFIC CONTROL MAINTENANCE             | 500                | HR   | \$ 65.50       | \$ 32,750               |
| 626-112B                             | FLOOD LIGHTS                                      | 200                | DAY  | \$ 50.00       | \$ 10,000               |
| 626-115A                             | PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)           | 1,000              | DAY  | \$ 60.00       | \$ 60,000               |
| 626-120A                             | FLAGGER CONTROL                                   | 2,000              | HR   | \$ 65.50       | \$ 131,000              |
| 626-125A                             | PILOT CAR                                         | 1,000              | HR   | \$ 92.00       | \$ 92,000               |
| 626-130B                             | TEMPORARY TRAFFIC CONTROL SIGNAL                  | 200                | DAY  | \$ 59.00       | \$ 11,800               |
| 626-135A                             | WEIGHTED BASE TUBULAR MARKERS                     | 200                | EACH | \$ 18.00       | \$ 3,600                |
|                                      |                                                   |                    |      |                |                         |
| <b>Total of Extended Unit Prices</b> |                                                   |                    |      |                | <b>\$ 6,457,502</b>     |

**SH-75, RIVER ST TO 10TH ST - MAIN ST****Project No. A022(210)****2nd-4th Lunceford Scope****Unit Price Schedule**

| Item No.                             | Description                                         | Estimated Quantity | Unit | Unit Price  | Extended Unit Price |
|--------------------------------------|-----------------------------------------------------|--------------------|------|-------------|---------------------|
| <b>REMOVALS</b>                      |                                                     |                    |      |             |                     |
| 202-005A                             | SELECTIVE REMOVAL OF TREES INCLUDING STUMPS         | 12                 | EACH | \$ 400.00   | \$ 4,800            |
| 203-001A                             | REMOVAL OF OBSTRUCTIONS (PAVERS)                    | 648                | SY   | \$ 68.00    | \$ 44,064           |
| 203-001B                             | REMOVAL OF OBSTRUCTIONS (LANDSCAPE)                 | 46                 | SY   | \$ 110.00   | \$ 5,060            |
| 203-001C                             | REMOVAL OF OBSTRUCTIONS (WOOD SIDEWALK)             | 42                 | SY   | \$ 55.00    | \$ 2,310            |
| 203-060A                             | REMOVAL OF CONCRETE SIDEWALK                        | 1,301              | SY   | \$ 70.00    | \$ 91,070           |
| 203-070A                             | REMOVAL OF CURB & GUTTER                            | 824                | FT   | \$ 12.50    | \$ 10,300           |
| <b>ROADWAY &amp; HARDSCAPE</b>       |                                                     |                    |      |             |                     |
|                                      | SIDEWALK (Prep, Agg and Sub Base)                   | 20                 | SY   | \$ 62.00    | \$ 1,240            |
|                                      | DRIVEWAY (Prep, Agg and Sub Base)                   | 13                 | SY   | \$ 62.00    | \$ 806              |
|                                      | CURB RAMP (Prep, Agg and Sub Base)                  |                    | SY   | \$ 126.00   | \$ -                |
|                                      | CURB TYPE 1 (Prep, Agg and Sub Base)                |                    | FT   | \$ 45.00    | \$ -                |
|                                      | CURB TYPE 2 (Prep, Agg and Sub Base)                | 20                 | FT   | \$ 45.00    | \$ 900              |
|                                      | GUTTER TYPE 1 (Prep, Agg and Sub Base)              |                    | FT   | \$ 45.00    | \$ -                |
|                                      | CURB & GUTTER TYPE 2 (Prep, Agg and Sub Base)       | -                  | FT   | \$ 45.00    | \$ -                |
|                                      | SP 6" ROLLED CURB & GUTTER (Prep, Agg and Sub Base) | 1,233              | FT   | \$ 45.00    | \$ 55,485           |
|                                      | SP 6" RIBBON CURB (Prep, Agg and Sub Base)          | 73                 | FT   | \$ 45.00    | \$ 3,285            |
|                                      | SP PAVER SIDEWALK (Prep, Agg and Sub Base)          | 1,323              | SY   | \$ 62.00    | \$ 82,026           |
|                                      | SP PAVER CURB RAMP (Prep, Agg and Sub Base)         | 108                | SY   | \$ 126.00   | \$ 13,608           |
|                                      | SP NEW SNOWMELT (Prep, Agg and Sub Base)            |                    | SY   | \$ 62.00    | \$ -                |
| <b>STREETSCAPE AND IRRIGATION</b>    |                                                     |                    |      |             |                     |
| S900-05A                             | CONTINGENCY AMOUNT ADDITIONAL ELECTRICAL WORK       | 120,000            | CA   | \$ 1.00     | \$ 120,000          |
|                                      | Conduit                                             | 2,500              | LF   | \$ 48.00    |                     |
|                                      | Junction Vaults                                     |                    | EACH |             |                     |
|                                      | Splice Vaults                                       |                    | EACH |             |                     |
|                                      | SP ADJUST EXISTING SNOWMELT (Prep)                  | 165                | SY   | \$ 65.00    | \$ 10,725           |
| S901-05G                             | SP MODULAR SUSPENDED PAVEMENT SYSTEM (SILVA CELL)   | 435                | SY   | \$ 627.59   | \$ 273,002          |
| <b>TEMPORARY/TRAFFIC CONTROL</b>     |                                                     |                    |      |             |                     |
|                                      | TRAFFIC CONTROL SET UP                              | 10                 | WEEK | \$ 1,800.00 | \$ 18,000           |
|                                      | TESTING FOR AGGREGATE BASE (BY OCCURRENCE)          | 12                 | EACH | \$ 710.00   | \$ 8,520            |
| <b>Total of Extended Unit Prices</b> |                                                     |                    |      |             | <b>\$ 745,201</b>   |