

**PARK DEVELOPMENT AGREEMENT FOR  
HP2/CO64 CITY-WIDE PARK SITE IMPROVEMENTS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Roseville, a municipal corporation (“CITY”) and BBC Roseville Oaks, LLC, an Illinois limited liability company (“DEVELOPER”), and

W I T N E S S E T H:

WHEREAS, DEVELOPER is the owner and developer of subdivisions within the Campus Oaks Property development located in the HP/Campus Oaks Master Plan Area; and

WHEREAS, DEVELOPER, through the approved Campus Oaks Development Agreement and subsequent Campus Oaks Development Agreement amendments thereto (collectively, the “Development Agreement”), has agreed to construct park improvements (“Park Improvements”) on Lots HP-2 of the HP Property and CO-64 of the Campus Oaks Property (the “Park Site”) on a “turn-key” basis; and

WHEREAS, DEVELOPER and CITY desire to develop the Park Improvements on a turn-key basis, provided that the Park Improvements accommodate the cost estimates for the Park Improvements under the Park Financing Plan, as adjusted under the Development Agreement from the Effective Date thereof to the date of commencement of construction thereof (the “Cost Estimate”). As of July 1, 2021, and subject to adjustment at the time of commencement of construction, the Cost Estimate for the Park Improvements to be constructed by DEVELOPER consistent with the Park Financing Plan is Three Million Seven Hundred Forty-Eight Thousand Nine Hundred Eighty-Two Dollars (\$3,748,982); DEVELOPER is solely responsible for funding the 79.5% City-wide Park Fee portion thereof (i.e., \$2,980,441), in lieu of the Campus Oaks Property having to pay a City-wide Park Fee under the Development Agreement, and shall be reimbursed as provided herein for funding the remaining 20.5% Neighborhood Park Fee portion thereof (i.e., \$768,541) from the Neighborhood Park Fees collected from the Campus Oaks development.

NOW, THEREFORE, CITY and DEVELOPER agree as follows:

1. Master Plan. DEVELOPER shall cause the preparation of a master plan for the Park Site, which is shown in Exhibit "A," attached hereto and incorporated by this reference. The master plan shall be subject to approval by the Parks & Recreation Commission and the City Council. This process shall include, to the extent required, environmental clearance in compliance with the California Environmental Quality Act (CEQA). DEVELOPER and CITY shall use good faith efforts to provide copies of the draft master plan to the owner of the HP Property for review and input by such owner, provided final approval thereof shall be made by the CITY.

2. Construction Documents. DEVELOPER shall cause the preparation of a HP2/CO64 Master Plan, construction plans and specifications for the Park Improvements ("Construction Documents"). The Construction Documents shall be consistent with the approved HP2/CO64 Master Plan and with CITY's Park and Public Works Construction Standards. The Construction Documents shall be subject to review and approval by the Department of Parks, Recreation & Libraries ("Department") and other applicable City departments prior to the issuance of the 207<sup>th</sup> building permit for a single family dwelling to be constructed in Phases B and C of the Campus Oaks Property, as such Phases are defined in the Development Agreement. So long as this Agreement and the HP2/CO64 Master Plan are approved prior to the issuance of the building permit for the 207<sup>th</sup> residential unit within Phases B and C of the Campus Oaks Property, as such Phases are defined in the Development Agreement, and so long as a complete set of Construction Documents are submitted to the CITY for review within sixty (60) days of the Effective Date of this Agreement and DEVELOPER diligently processes such Construction Plans with the CITY for approval (including promptly resubmitting revised Construction Documents on a timely basis in response to CITY comments thereto), DEVELOPER shall be deemed to be in substantial compliance with the requirements of this Section and DEVELOPER may continue obtaining building permits for residential units within Phases B and C, even if the aggregate number thereof exceeds 207 units, during the additional period required to obtain City approval of the Construction Documents.

3. Bid Documents. DEVELOPER shall prepare the bid documents for the Park Improvements, with the intent to advertise for bids in January/February 2022 and be ready to award the contract and commence construction of the Park Improvements in April 2022. The Department shall review and approve the bid documents prior to the issuance of a notice of, and invitation to, bid by DEVELOPER. Invitations to bid shall only be issued to contractors on the City list of prequalified park contractors provided by the CITY. Bids shall be lump sum with an itemized unit summary to be used for additions and deletions only. The Department shall also review the bids received by DEVELOPER and shall approve DEVELOPER's selection of the most appropriate bid prior to the award of contract, which approval shall not be unreasonably withheld. All bids shall require the contractors to comply with prevailing wage laws, including the payment of prevailing wage rates. The Department shall have ten (10) working days to review the bids and, in the event the Department concludes the bids are unacceptably high and not to budget, to notify DEVELOPER of required modifications to the Park Improvements or the need to solicit additional bids. If the bid amount for the work, together with all design and other Park Improvement costs then incurred by DEVELOPER, exceeds the then adjusted Cost Estimate by more than eight percent (8%), then the CITY shall either (i) agree to defer the installation of certain Park Improvements within the Park Site to reduce the cost of the work to be installed by DEVELOPER to 108% of such adjusted Cost Estimate or (ii) agree to pay its share of the cost of the Park Improvements in excess of 108% of such adjusted Cost Estimate, as such costs are incurred by DEVELOPER.

4. Commencement of Improvements. DEVELOPER shall commence construction of the Park Improvements in accordance with the approved Construction Documents within the later of (i) sixty (60) calendar days after CITY's approval of the Construction Documents, including the selection of the bidder and the construction contract for the work, or (ii) April 16, 2022, subject to any additional applicable enforced delays described in Section 14 below. So long as the Construction Documents are approved and the notice and invitation to bidders with bid documents approved by the City, are issued prior to the issuance of the building permit for the 282<sup>nd</sup> residential unit within Phases B and C of the Campus Oaks Property, as such Phases are defined in the Development Agreement, then the foregoing

extension of the time to commence work (and any other such extension due to enforced delays described in Section 15) shall not affect or impair DEVELOPER's right to continue obtaining building permits for residential units within Phases B and C, even if the aggregate number thereof exceeds 282 units during the additional period that the commencement of such construction is delayed as provided herein. After commencement of construction, DEVELOPER shall diligently proceed with such construction and use its best, commercially reasonable efforts, subject to the enforced delay provisions above and in Section 15 below, to complete the construction of the Park Improvements within one hundred fifty (150) business days of the date of commencement of such Park Improvements, not including the establishment period as defined in the City's Park Construction Standards.

If CITY is in a Stage 2 or higher drought mandate, all improvements except turf may be constructed. In lieu of installing the turf, DEVELOPER shall provide to CITY the funds to install the turf as a condition of acceptance of the Park Improvements; CITY shall thereafter be responsible for turf installation once the mandated drought stage drops below Stage 2.

Notice of satisfaction of DEVELOPER's construction obligations shall be evidenced by a written acceptance of the Park Improvements by CITY. Upon acceptance of the Park Improvements by CITY, CITY shall accept the irrevocable offers of dedication for Lots HP-2 and CO-64 previously dedicated to the CITY by the owners thereof and the CITY shall assume all rights, title, interests, responsibilities and obligations in and to the improved Park Site as the owner thereof.

5. Timeframes. DEVELOPER acknowledges that, as provided in the Development Agreement, development of Phases B and C of the Campus Oaks Property is dependent upon compliance with the design and construction timeframes set forth in this Agreement. Accordingly, if the design and construction schedule for the Park Improvements provided herein is not timely satisfied, unless otherwise expressly excused or delayed by the terms of this Agreement, CITY may deny issuance of building permits within Phases B and C of the Campus Oaks Property. CITY acknowledges and agrees that any failure to comply with such timeframes shall not affect the rights of DEVELOPER or its successors to proceed with the construction of units for which building permits have been issued by CITY within

Phases B and C of Campus Oaks and shall not limit the rights of DEVELOPER to develop within any other Phase of the Campus Oaks Property.

6. Change Orders. DEVELOPER shall submit a written request for approval of any change orders to the CITY at least ten (10) working days prior to proceeding with any change order. DEVELOPER shall not issue any change orders on such construction contract without first obtaining CITY's written consent, which consent shall also address and/or confirm the portion, if any, of the increased costs associated with such change order to be reimbursed by CITY where such change order will cause the total cost to exceed 108% of the adjusted Cost Estimate. DEVELOPER acknowledges **failure to obtain such written consent from CITY will result in DEVELOPER's sole responsibility to pay for such change orders without reimbursement or credit from CITY. Any change in design in the Park Improvements must have CITY's pre-approval.**

7. Payments. DEVELOPER shall be responsible for all payments associated with the Park Improvements. **This includes but is not limited to, contractor's work, electric and water bills, storm water pollution prevention measures, consultant construction assistance, CITY inspections, permits, and fees.** DEVELOPER shall provide to CITY a monthly accounting summary outlining project costs to date. DEVELOPER will include copies of invoices paid. DEVELOPER will provide copies of cancelled checks if requested by CITY.

8. Warranty. DEVELOPER shall provide CITY a warranty for the Park Improvements for a period of one year from the date of acceptance of the Park Improvements by CITY. Any warranty repairs performed shall be the responsibility of DEVELOPER and shall not be subject to the reimbursement provisions of this Agreement.

9. Cost of Park Improvements. The total cost of the Park Improvements in accordance with an approved master plan shall be no greater than Three Million Seven Hundred Forty-Eight Thousand Nine Hundred Eighty-Two Dollars (\$3,748,982), **as shown in Exhibit "B," attached hereto and incorporated by this reference, subject to adjustment as provided below (the "Cost Estimate").** The total cost shall be inclusive of consultant construction assistance (landscape architectural, architectural,

environmental, inspection, engineering), storm water pollution prevention measures, utility bills (electric, water), CITY inspections, CITY project management and plan review time, permits and fees, design/drafting fees, fencing, maintenance and miscellaneous costs such as photocopying and printing. The total cost and Cost Estimate, and allocations thereof between the City-wide and Neighborhood Park Fees, shall be subject to adjustment at the time of commencement of construction of the Park Improvements, based on the change in the ENR Construction Cost Index after July 1, 2021. CITY and DEVELOPER acknowledge that the actual construction costs of the Park Improvements may vary from the estimated costs used to establish the list of Park Improvements to be constructed by DEVELOPER hereunder. However, the parties will make every effort to enumerate the Park Improvement costs up front, including reasonable contingencies therefor, as part of the Cost Estimate. The Park Improvement costs that will be subject to reimbursement in accordance with Section 11 below shall consist of (i) the amount equal to twenty and one-half percent (20.5%) of the total approved Park Improvement costs, up to, but not in excess of, \$768,541 of Neighborhood Park Fees collected from development of the Campus Oaks Property (subject to adjustment based on commencement of construction), (ii) the amount, if any, agreed to be reimbursed by CITY under Section 3 for its share of the total cost of the Park Improvements in excess of 108% of the adjusted Cost Estimate at the time of commencement thereof (including available contingencies included in such Cost Estimate), and (iii) any change orders, approved by CITY pursuant to Section 6 above (including CITY approval/confirmation of the share of increased costs due to such change order to be reimbursed by CITY in connection with its approval thereof), which cause the total cost of the Park Improvements to exceed 108% of the adjusted Cost Estimate, including contingencies.

10. Fee Credit for Park Improvements. In consideration for the Park Improvements to be constructed by DEVELOPER in accordance with the Development Agreement and this Agreement, CITY has granted and shall continue to grant for all dwelling units, with the exception of very low affordable housing units, to be developed within the Campus Oaks Property a full credit toward the City-wide Park Fee, including any and all adjustments thereto. DEVELOPER shall remain responsible for the payment of all Neighborhood Park Fees on residential units to be developed on DEVELOPER's portion of the

Campus Oaks Property as provided under the Development Agreement. In the event that actual construction, design, and related costs for the Park Improvements, as approved by CITY, total less than the adjusted Cost Estimate, DEVELOPER shall pay the amount equal to 79.5% of such difference to CITY prior to acceptance of the Park Improvements by CITY and/or instruct the CITY to deduct such amount from the Neighborhood Park Fee reimbursement payable to DEVELOPER hereunder.

11. Reimbursement for Park Improvement Costs. As DEVELOPER incurs Park Improvement costs, including any such costs in excess of 108% of the adjusted Cost Estimate at the time of commencement of construction, if such excess costs are agreed to be paid by the CITY pursuant to Section 3 above and/or pursuant to Section 6 above in connection with change orders approved by CITY, DEVELOPER shall provide invoices, not more frequently than monthly, documenting the actual costs thereof, lien releases and such other documents and information as desired by the CITY to confirm the actual Park Improvement Costs **and DEVELOPER'S compliance with the terms of this Agreement related** to such construction. Upon receipt thereof, the excess amounts and/or change order amounts agreed to be paid by CITY shall be paid by the CITY to DEVELOPER within sixty (60) days after the CITY's receipt of such invoice(s), subject to the availability of funds. Similarly, as such invoices are received and approved by the CITY, the CITY may elect, in its sole discretion, to pay DEVELOPER from available Campus Oaks Neighborhood Park Fees the 20.5% Neighborhood Park Fee portion of the approved Park Improvement costs within said 60-day invoice approval period; in any event, upon completion of the Park Improvements, the 20.5% Neighborhood Park Fee portion of the approved Park Improvement costs, up to, but not in excess of, \$768,541 of Neighborhood Park Fees (subject to adjustment based on commencement of construction) collected from development of the Campus Oaks Property, and less any portion thereof previously reimbursed to DEVELOPER, shall be paid to DEVELOPER within sixty (60) days after CITY acceptance of the Park Improvements, subject to the availability of funds.

12. Reimbursement Rights Personal to DEVELOPER. The rights to reimbursement pursuant to Section 11, for which provision is made in the Agreement, shall be personal to DEVELOPER and shall

not run to any successor in interest without prior written consent of CITY, which consent shall not be unreasonably withheld.

13. Prevailing Wages and Contractor Registration. For purposes of this Agreement, contractors and subcontractors retained to construct the Park Improvements shall comply with all applicable prevailing wage laws, including but not limited to California Labor Code Section 1770 et seq. In addition, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. DEVELOPER is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. Payment Bond. Prior to the commencement of the Park Improvements, DEVELOPER shall procure, or cause its general contractor to procure, a Payment Bond securing the payment of the claims of laborers, mechanics or materialmen employed to construct the Park Improvements. The Payment Bond shall be in the amount of the general contractor's **bid amount for cost of the Park Improvements**. If, at the time of approval of any change orders, the then remaining cost to be paid or incurred to complete the Park Improvements increases by the issuance of such change orders to be greater than the amount of the Payment Bond, upon request of the CITY at the time of its approval of the change order, the penal amounts of the Payment Bond required shall increase accordingly. The surety on the Payment Bond shall be satisfactory to the CITY.

15. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations which render performance by DEVELOPER impossible or impracticable, new or supplementary environmental regulation, litigation, or similar bases for excused performance. Performance by DEVELOPER shall also be excused for any delay caused by the owner of Lot HP-2 if such owner fails or refuses to timely offer to dedicate or dedicate Lot HP-2 in

fee to the CITY and/or refuses to give DEVELOPER timely construction access onto Lot HP-2 to investigate, design and construct the Park Improvements in breach of such owner's obligations under its Development Agreement with the CITY; in particular, DEVELOPER shall not be obligated to commence construction of the Park Improvements unless and until the CITY confirms that Lot HP-2 has been offered for dedication to the CITY such that, upon completion of the Park Improvements, CITY will have the authority to accept the dedication of Lot HP-2 and assume ownership of Lot HP-2 and the Park Improvements completed by DEVELOPER thereon. If written notice of such delay is given to CITY within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted for the period of the enforced delay, or longer as may be mutually agreed upon. During any such enforced delay, so long as DEVELOPER is in compliance with all other provisions of this Agreement, DEVELOPER shall be deemed in compliance with the timing requirements of the Development Agreement and this Agreement and the CITY will not refuse to issue building permits for development within Phases B and of Campus Oaks due to any failure to commence construction of the Park Improvements caused by such delay, even if the total number thereof exceeds the 282 number of residential units allowed to be constructed before such commencement under the Development Agreement and this Agreement.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Integrated Agreement: Consistency with Development Agreement. This is an integrated agreement and, together with the provisions of the Development Agreement related to the design and construction of the Park Improvements for the Park Site, contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole, provided in the event of any inconsistency between the terms of this Agreement and the terms of the Development Agreement applicable to such design and construction of the Park Improvements, the terms of the Development Agreement shall control.

[Signatures on Following Page]

IN WITNESS WHEREOF, the CITY OF ROSEVILLE, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE,  
a municipal corporation

BBC ROSEVILLE OAKS, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

By:  \_\_\_\_\_  
Name: Brett R. Baumgarten  
Title: Authorized Representative


ATTEST:

By: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
JILL GELLER  
Director of Parks, Recreation & Libraries

**EXHIBIT A**

**Map of Park Site**

[See Attached Map]



**EXHIBIT B**

**Total Estimated Cost of Park Improvements**

[See Attached Cost Estimate]

Preliminary Opinion of Probable Cost  
 CO-64/HP-2 Citywide Park  
 Roach + Campbell Landscape Architecture

Project 20018  
 Date 8/2/2021

Description	Unit	Quantity	Est. Unit Price (\$)	Est. Subtotal
<b>Site Preparation and Grading</b>				
Temporary fence	lf	5,870	\$ 4.00	\$ 23,480
Erosion control (DI protection, filter rolls, washout, entrance)	ls	1	\$ 14,000.00	\$ 14,000
Clearing and grubbing	ls	1	\$ 4,000.00	\$ 4,000
Demo misc. site elements (ex. curb, etc.)	ls	1	\$ 2,000.00	\$ 2,000
Demo ex. concrete curb at private driveway (east side)	lf	2,242	\$ 5.00	\$ 11,210
Construction area sign	ea	1	\$ 500.00	\$ 500
Pothole existing utilities	allow	1	\$ 15,000.00	\$ 15,000
Construction staking	ls	1	\$ 8,000.00	\$ 8,000
Earthwork (assume 6" across site, excludes import/export)	cy	8,410	\$ 6.00	\$ 50,460
<b>Subtotal</b>				<b>\$ 128,650</b>
<b>Site Utilities (Wet)</b>				
Site Drainage (lines and structures)	ac	10.7	\$ 24,000.00	\$ 256,800
Sanitary Sewer maintenance hole (service point N. of 'D' St.)	ea	1	\$ 4,000.00	\$ 4,000
Sanitary Sewer line, PVC (to Restroom, drink.ftn, & dog park)	lf	180	\$ 40.00	\$ 7,200
Sanitary Sewer cleanouts	ea	4	\$ 1,400.00	\$ 5,600
Tap 6" RW line at Blue Dog, street, curb, gutter repair	ea	1	\$ 4,000.00	\$ 4,000
Install RW meter, 3"	ea	1	\$ 1,900.00	\$ 1,900
Install potable meter, backflow, and enclosure, 1"	ea	1	\$ 3,200.00	\$ 3,200
Potable water line, 1.5" PVC	lf	420	\$ 30.00	\$ 12,600
RW usage/meter charges (per month; grow-in)	ea	6	\$ 4,000.00	\$ 24,000
<b>Subtotal</b>				<b>\$ 319,300</b>
<b>Electrical</b>				
Metered pedestal	ea	1	\$ 18,000.00	\$ 18,000
Adjust ex. electrical vaults to grade	ea	2	\$ 800.00	\$ 1,600
Conduit/conductor for secondary service (est; location unknown)	lf	60	\$ 340.00	\$ 20,400
Conduit/conductor (inc. extension to pickleball courts)	lf	1,200	\$ 50.00	\$ 60,000
Pullbox (#3.5: qty. est.)	ea	6	\$ 600.00	\$ 3,600
Pullbox (#5: qty. est.)	ea	4	\$ 800.00	\$ 3,200
Security light - City standard (at main plaza)	ea	1	\$ 3,300.00	\$ 3,300
Security light - within shelter	ea	1	\$ 2,200.00	\$ 2,200
Convenience outlet (at main plaza)	ea	2	\$ 800.00	\$ 1,600
<b>Electrical Subtotal</b>				<b>\$ 113,900</b>
<b>SITE WORK SUBTOTAL</b>				<b>\$ 561,850</b>
<b>Site Paving and Hardscape</b>				
Site concrete (City std, 5" w/ fibermesh)	sf	24,769	\$ 8.00	\$ 198,152
City std. curb/gutter at east boundary	lf	2,242	\$ 30.00	\$ 67,260
Class I bicycle path (10' wide AC, w/ 2' AB shoulder)	sf	25,006	\$ 7.00	\$ 175,042
Class I bicycle path decomposed granite shoulder	sf	5,064	\$ 12.00	\$ 60,768
Class I bicycle path rwd header at DG shoulder	lf	2,532	\$ 15.00	\$ 37,980
Curbing, mowband (12" wide)	lf	732	\$ 40.00	\$ 29,280
Accessible ramp (Caltrans type A/C)	ea	2	\$ 3,000.00	\$ 6,000
Accessible ramp (Caltrans type F)	ea	1	\$ 2,500.00	\$ 2,500
Striping at 135 on-street parallel stalls	lf	405	\$ 10.00	\$ 4,050
<b>Subtotal</b>				<b>\$ 581,032</b>

Preliminary Opinion of Probable Cost  
CO-64/HP-2 Citywide Park  
Roach + Campbell Landscape Architecture

Project 20018  
Date 8/2/2021

Description	Unit	Quantity	Est. Unit Price (\$)	Est. Subtotal
<b>Site Amenities (inc. main plaza, etc.)</b>				
Park sign (City std.)	allow	1	\$ 8,000.00	\$ 8,000
Shade structure at main plaza (432sf, standing mtl seam roof)	ea	1	\$ 40,000.00	\$ 40,000
City std. restroom (2-room)	ls	1	\$ 130,000.00	\$ 130,000
Bicycle path signage	allow	1	\$ 4,000.00	\$ 4,000
Retaining Seatwall (+/-16" high)	lf	81	\$ 180.00	\$ 14,580
Boulders (at swale)	ton	40	\$ 300.00	\$ 12,000
Cobble (8-12" deep x 3' wide at swale CL)	ton	80	\$ 200.00	\$ 16,000
Bollards (at class 1 path adj. street)	ea	9	\$ 500.00	\$ 4,500
Post and Cable Fencing (at Ashbrook and Street 'E' frontage)	lf	1,636	\$ 40.00	\$ 65,440
Bicycle rack (2 spaces each)	ea	-	\$ 900.00	\$ -
Picnic table, 4-seat or 3-seat accessible	ea	2	\$ 1,600.00	\$ 3,200
6' bench w/ back, armrest	ea	2	\$ 1,000.00	\$ 2,000
Drinking Fountain (at entry plaza)	ea	1	\$ 11,900.00	\$ 11,900
<b>Subtotal</b>			<b>\$</b>	<b>311,620</b>

**Pickleball courts (two courts, inc. lighting and shade structure)**

Convenience outlet	ea	2	\$ 800.00	\$ 1,600
Sports court lighting (Musco)	allow	1	\$ 75,000.00	\$ 75,000
Sports court paving (assumed 6" reinforced w/ 4" cl 2 agg. base)	sf	3,721	\$ 14.00	\$ 52,094
Sports court surfacing	sf	3,721	\$ 0.60	\$ 2,233
Fencing, 10' high, 3-rail, black vinyl chain link (inc. gates)	lf	240	\$ 185.00	\$ 44,400
Fencing, 4' high, black vinyl chain link (between courts)	lf	40	\$ 65.00	\$ 2,600
Pickleball posts, footings, net, tensioners	ea	2	\$ 4,200.00	\$ 8,400
<b>Subtotal</b>			<b>\$</b>	<b>186,327</b>

**Dog Park**

Storm Drain (add'l)	lf	240	\$ 30.00	\$ 7,200
Area drain in concrete, ADA grate	ea	1	\$ 1,600.00	\$ 1,600
Potable water line (1" or 1.5")	lf	140	\$ 35.00	\$ 4,900
Conduit/conductor (extend conduit to dog park entry)	lf	120	\$ 50.00	\$ 6,000
Convenience outlet	ea	1	\$ 800.00	\$ 800
Site concrete (City std, 5" w/ fibermesh)	sf	674	\$ 8.00	\$ 5,392
Fencing, 6' high, black vinyl chain link (inc. gates)	lf	1,827	\$ 60.00	\$ 109,620
Fencing, 4' wide person/dog gate	ea	4	\$ 500.00	\$ 2,000
Fencing, 6' wide maintenance gate	ea	4	\$ 900.00	\$ 3,600
Bicycle rack (2 spaces each)	ea	2	\$ 1,300.00	\$ 2,600
6' bench w/ back, armrest	ea	2	\$ 2,200.00	\$ 4,400
Hose bib (at entry of both small and large dog areas)	ea	2	\$ 500.00	\$ 1,000
Tree bubblers, system (2/tree; trees in mulch only base areas)	ea	46	\$ 80.00	\$ 3,680
Finish grading (bark area)	sf	80,242	\$ 0.12	\$ 9,630
Wood chips, 2"	cy	545	\$ 70.00	\$ 38,140
Trees (15 gallon)	ea	23	\$ 150.00	\$ 3,450
<b>Subtotal</b>			<b>\$</b>	<b>204,012</b>

**Preliminary Opinion of Probable Cost**  
**CO-64/HP-2 Citywide Park**  
 Roach + Campbell Landscape Architecture

**Project** 20018  
**Date** 8/2/2021

Description	Unit	Quantity	Est. Unit Price (\$)	Est. Subtotal
<b><u>Irrigation</u></b>				
Small-scale turf irrigaton system (rotary)	sf	17,572	\$ 3.05	\$ 53,600
Small-scale shrub system (rotary)	sf	50,408	\$ 3.15	\$ 158,790
Large area turf system (rotors,over 20' wide)	sf	94,125	\$ 2.65	\$ 249,440
Large area shrub system (rotors, at swale/natural planting)	sf	24,693	\$ 2.75	\$ 67,910
Tree bubblers, system (2/tree; trees in mulch only base areas)	ea	120	\$ 80.00	\$ 9,600
Booster pump	allow	1	\$ 40,000.00	\$ 40,000
Filter (3" steel, w/ cover & pad)	ls	1	\$ 14,000.00	\$ 14,000
Controller assembly (inc. dual flow sensor & master valve)	allow	1	\$ 24,000.00	\$ 24,000
<b>Irrigation Subtotal</b>			<b>\$</b>	<b>617,340</b>
<b><u>Planting</u></b>				
Soil fertility test	ea	1	\$ 250.00	\$ 250
Soil amendments	sf	193,347	\$ 0.42	\$ 81,206
Finish grading	sf	193,347	\$ 0.22	\$ 42,537
Hydroseeded native grass (non-irrigated)	sf	72,101	\$ 0.20	\$ 14,421
Hydroseeded turf	sf	118,039	\$ 0.16	\$ 18,887
Planting, regular intensity (entry/sign areas)	sf	8,913	\$ 4.00	\$ 35,652
Planting, moderate intensity (shrubs/groundcover)	sf	35,343	\$ 3.00	\$ 106,029
Planting, low intensity (swale/buffer areas)	sf	31,052	\$ 1.80	\$ 55,894
Trees (15 gallon)	ea	277	\$ 150.00	\$ 41,550
Linear root barrier (18")	lf	-	\$ 14.00	\$ -
Bark mulch, 3"	cy	767	\$ 80.00	\$ 61,363
Wood chips, 2" (base bid at at skate park and parkour area)	cy	308	\$ 70.00	\$ 21,594
90-day maintenance (inc. 30-day establishment)	ls	1	\$ 17,500.00	\$ 17,500
<b>Planting Subtotal</b>			<b>\$</b>	<b>496,883</b>
<b>Construction Subtotal</b>				<b>\$ 2,959,064</b>
General Conditions (assumed at:)		3.0%	\$	88,800
Mobilization (assumed at:)		2.0%	\$	59,200
<b>CONSTRUCTION TOTAL</b>				<b>\$ 3,107,064</b>

Preliminary Opinion of Probable Cost  
 CO-64/HP-2 Citywide Park  
 Roach + Campbell Landscape Architecture

Project 20018  
 Date 8/2/2021

Description	Unit	Quantity	Est. Unit Price (\$)	Est. Subtotal
<b>Soft/Other Costs</b>				
City Soft Costs (assumed at:)		4.0%	\$	124,300
Design Costs (% of construction cost w/ add alts assumed at:)		5.0%	\$	240,400
Design Contingency		3.9%	\$	121,200
Construction Contingency (held at:)		5.0%	\$	155,400
<b>PROJECT GRAND TOTAL</b>			\$	<b>3,748,364</b>

**Project Maximum:** \$ 3,748,982  
**Variance** \$ (618)

**Proposed Alternates**

**Alternate #1 (Turf at Skate Park and Parkour areas i.l.o wood chips; exclusive w/ Add Alts 2 & 5)**

Large area turf (rotor)	sf	45,431	\$ 2.65	\$ 120,400
Tree bubblers, system (2/tree; trees in mulch only base areas)	ea	(60)	\$ 80.00	\$ (4,800)
Soil amendments	sf	45,431	\$ 0.42	\$ 19,082
Finish grading	sf	45,431	\$ 0.22	\$ 9,995
Hydroseeded turf	sf	45,431	\$ 0.16	\$ 7,269
Wood chips, 2" (at skate park and parkour)	cy	(308)	\$ 70.00	\$ (21,594)
<b>Subtotal Alternate #4 (excludes other costs)</b>			\$	<b>130,352</b>
<b>TOTAL ALT #1 (w/ general conditions, mobilization)</b>			\$	<b>136,870</b>

**Alternate #2 (Add Parkour/Ninja Challenge Area: includes adjacent walks, trees at SW, turf at NE; base bid: wood chips)**

Parkour/Ninja Course equipment	allow	1	\$ 110,000.00	\$ 110,000
Parkour/Ninja Course signage	ea	2	\$ 1,400.00	\$ 2,800
Resilient surfacing (Parkour/Ninja Course)	sf	8,684	\$ 24.00	\$ 208,416
Convenience outlet	ea	2	\$ 800.00	\$ 1,600
Site concrete (City std, 5" w/ fibermesh)	sf	2,251	\$ 8.00	\$ 18,008
Fencing, 4' high, black vinyl chain link (at east)	lf	180	\$ 65.00	\$ 11,700
Bicycle rack (2 spaces each)	ea	1	\$ 1,300.00	\$ 1,300
Small-scale turf (rotary)	sf	6,186	\$ 3.00	\$ 18,560
Soil amendments	sf	6,186	\$ 0.42	\$ 2,599
Finish grading	sf	6,186	\$ 0.22	\$ 1,361
Hydroseeded turf	sf	6,186	\$ 0.16	\$ 990
Trees (15 gallon; at SW)	ea	7	\$ 150.00	\$ 1,050
<b>Subtotal (excludes other costs)</b>			\$	<b>378,384</b>
<b>TOTAL ALT #2 (w/ general conditions, mobilization)</b>			\$	<b>397,303</b>

Preliminary Opinion of Probable Cost  
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Description	Unit	Quantity	Est. Unit Price (\$)	Est. Subtotal
<b>Alternate #3 (Add (2) pickleball courts; base bid is planting)</b>				
Convenience outlet	ea	2	\$ 800.00	\$ 1,600
Sports court lighting (Musco)	allow	1	\$ 75,000.00	\$ 75,000
Sports court paving (assumed 6" w/ 4" cl 2 agg. base)	sf	3,751	\$ 14.00	\$ 52,514
Sports court surfacing	sf	3,751	\$ 0.60	\$ 2,251
Site concrete (City std, 5" w/ fibermesh)	sf	435	\$ 8.00	\$ 3,480
Fencing, 10' high, 3-rail, black vinyl chain link (inc. gates)	lf	293	\$ 185.00	\$ 54,205
Fencing, 4' high, black vinyl chain link (between courts)	lf	24	\$ 80.00	\$ 1,920
Pickleball net, posts, tensioners	ea	2	\$ 4,200.00	\$ 8,400
Small-scale shrub (rotary)	sf	(4,186)	\$ 3.15	\$ (13,190)
Soil amendments	sf	(4,186)	\$ 0.42	\$ (1,759)
Finish grading	sf	(4,186)	\$ 0.22	\$ (921)
Planting, moderate intensity (shrubs/groundcover)	sf	(4,186)	\$ 3.00	\$ (12,558)
Subtotal (excludes other costs)				\$ 170,942
<b>TOTAL ALT #3 (w/o general conditions, mobilization)</b>				<b>\$ 179,489</b>
<b>Alternate #4 (Turf i.i.o. native grass at future BMX area)</b>				
Large area turf (rotor)	sf	62,360	\$ 2.75	\$ 171,490
Tree bubblers, laterals (for trees w/in base bid but w/o irr, 2/tree)	ea	(60)	\$ 120.00	\$ (7,200)
Soil amendments	sf	62,360	\$ 0.42	\$ 26,192
Finish grading	sf	62,360	\$ 0.22	\$ 13,720
Hydroseeded turf	sf	62,360	\$ 0.16	\$ 9,978
Temporary rdwd. header (adj. future Class I path extension)	lf	347	\$ 15.00	\$ 5,205
Subtotal (excludes other costs)				\$ 219,385
<b>TOTAL ALT #4 (w/ general conditions, mobilization)</b>				<b>\$ 230,354</b>
<b>Alternate #5 (Skate Park, inc. drinking fountain, shade structure, and electrical)</b>				
Site concrete (surrounding bowls, city std., 5" w/ fibermesh)	sf	7,651	\$ 8.00	\$ 61,208
Skate park: PIP bowls/skate features w/ metal imbeds	sf	5,300	\$ 32.00	\$ 169,600
Med. Shade Structure (432sf, standing mtl seam roof)	ea	1	\$ 40,000.00	\$ 40,000
Bicycle rack (2 spaces each)	ea	1	\$ 1,300.00	\$ 1,300
6' bench w/ back, armrest	ea	4	\$ 2,200.00	\$ 8,800
Sanitary Sewer line (4" PVC, for drinking fountain)	lf	880	\$ 40.00	\$ 35,200
Sanitary Sewer cleanouts	ea	1	\$ 1,400.00	\$ 1,400
Area Drain in concrete, ADA grate (for drinking fountain)	ea	1	\$ 1,600.00	\$ 1,600
Potable water line (1.5")	lf	420	\$ 30.00	\$ 12,600
Drinking Fountain	ea	1	\$ 11,900.00	\$ 11,900
Conduit/conductor (extend conduit to skate park and stub S.)	lf	1,020	\$ 50.00	\$ 51,000
Pullbox (#3.5)	ea	3	\$ 600.00	\$ 1,800
Convenience outlet	ea	2	\$ 800.00	\$ 1,600
Security light - within shelter	ea	1	\$ 2,200.00	\$ 2,200
Small-scale turf (rotary)	sf	15,656	\$ 3.05	\$ 47,760
Tree bubblers, laterals (for trees now in turf w/ add. alt)	ea	(18)	\$ 80.00	\$ (1,440)
Soil amendments	sf	15,656	\$ 0.42	\$ 6,576
Finish grading	sf	15,656	\$ 0.22	\$ 3,445
Hydroseeded turf	sf	15,656	\$ 0.16	\$ 2,505
Trees (15 gallon; at N. and S.)	ea	9	\$ 150.00	\$ 1,350
Subtotal (excludes other costs)				\$ 460,404
<b>TOTAL ALT #5 (w/ general conditions, mobilization)</b>				<b>\$ 483,424</b>

Description	Unit	Quantity	Est. Unit Price (\$)	Est. Subtotal
<b>Alternate #6 (Add pump track fence, grade track, and wood chips at perimeter; base bid: rough grade w/native grass)</b>				
6' fencing at pump track (inc. gates)	lf	947	\$ 60.00	\$ 56,820
Signage: use/management	allow	1	\$ 1,200.00	\$ 1,200
Grading allowance (specialized berms, rollers, etc.)	allow	1	\$ 30,000.00	\$ 30,000
Hydroseeded native grass (non-irrigated)	sf	(37,489)	\$ 0.20	\$ (7,498)
Wood chips, 3"	cy	200	\$ 70.00	\$ 13,975
Subtotal (excludes other costs)				\$ 94,497
<b>TOTAL ALT #6 (w/o general conditions, mobilization)</b>				<b>\$ 99,222</b>
<b>Alternate #7 (Concrete Split Rail i.l.o. Post-and Cable fencing at W. side of park)</b>				
Post and Cable Fencing	lf	1,636	\$ (40.00)	\$ (65,440)
Concrete Split Rail Fence (two-rail)	lf	1,574	\$ 125.00	\$ 196,750
Subtotal (excludes other costs)				\$ 131,310
<b>TOTAL ALT #7 (w/ general conditions, mobilization)</b>				<b>\$ 137,876</b>
<b>Alternate #8 (Add shade structure, benches at pickleball courts)</b>				
Site concrete (City std, 5" w/ fibermesh)	sf	270	\$ 8.00	\$ 2,160
6' bench w/ back, armrest	ea	2	\$ 1,000.00	\$ 2,000
Sml. Shade Structure (120sf, standing mtl seam roof)	ea	1	\$ 28,000.00	\$ 28,000
Bicycle rack (2 spaces each)	ea	1	\$ 1,300.00	\$ 1,300
Subtotal (excludes other costs)				\$ 33,460
<b>TOTAL ALT #8 (w/ general conditions, mobilization)</b>				<b>\$ 35,133</b>
<b>Alternate #9 (On-Site Gravel Parking)</b>				
Hydroseeded native grass (non-irrigated)	sf	(16,000)	\$ 0.20	\$ (3,200)
6" Class II aggregate base, over compacted subgrade	sf	16,000	\$ 3.00	\$ 48,000
Road Oil	sf	16,000	\$ 0.15	\$ 2,400
Collapsible bollard at fire access (or chain/sign)	ls	1	\$ 1,500.00	\$ 1,500
Bollards at Class I multi-use path	ea	3	\$ 500.00	\$ 1,500
Knox Box	ea	1	\$ 600.00	\$ 600
Concrete Precast Curb Stops (accessible parking only)	ea	2	\$ 120.00	\$ 240
Accessible Concrete, vehicular (5"/6")	sf	732	\$ 12.00	\$ 8,784
Accessible Striping	ls	1	\$ 800.00	\$ 800
Accessible/Parking Signage	ea	3	\$ 750.00	\$ 2,250
Accessible ramp (sim. to Caltrans type C)	ea	1	\$ 2,000.00	\$ 2,000
Subtotal				\$ 64,874
<b>TOTAL ALT #9 (w/ general conditions, mobilization)</b>				<b>\$ 68,118</b>
<b>Omitted Items</b>				
Redwood header (at south property line)	lf	-	\$ 15.00	\$ -
Trash receptacles (OFOI)	ea	-	\$ -	\$ -
Painted curb (if req'd for fire lane at private drive)	lf	-	\$ 6.00	\$ -
<b>Subtotal omitted items</b>				<b>\$ -</b>

**Notes:**

- Opinion of probable cost does not and cannot reflect contractor's bid pricing, subject to market fluctuations, labor and material availability, and other factors beyond the Landscape Architect's knowledge or control.
- Excludes work within the roadway (including curb, gutter and sidewalk: constructed per separate improvement plans).
- Excludes utility connection fees (i.e., potable water): assumed "no charge" for City project.
- Earthwork excludes import/export (site assumed to balance).
- Based on Draft Master Plan dated March 2021.
- Cost opinion provided for planning only and subject to revisions to the master plan and during detailed design.

**Preliminary Opinion of Probable Cost**  
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Description	Unit	Quantity	Est. Unit Price (\$)	Est. Subtotal
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7. Alternates priced relative to base bid. Combinations of alternates may affect pricing.
8. We recommend a 10% design contingency (at the preliminary phase), and minimum 10% construction contingency. These have been reduced due to budget constraints.