

**REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF COSTA MESA AND
THE CITY OF NEWPORT BEACH FOR
15TH STREET PAVEMENT REHABILITATION PROJECT**

This Reimbursement Agreement ("Agreement") is made and entered into this 10th day of JULY, 2012 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("Newport Beach") and the CITY OF COSTA MESA, a California municipal corporation and general law city ("Costa Mesa"):

RECITALS

- A. The Newport Beach Capital Improvement Program (CIP) serves as a plan for the provision of public improvements. Street improvements on 15th Street from Old Newport Blvd. to Redlands Avenue are pavement improvements scheduled in Newport Beach's CIP ("Project").
- B. The boundary line between Newport Beach and Costa Mesa exists through the center of 15th Street.
- C. Newport Beach will take the lead on the Project and design, construct and manage the administrative parts of the Project.
- D. Costa Mesa agrees to reimburse Newport Beach for the portion of the design, construction and administrative costs ("Costs") associated with the portion of the Project that is within the City limits of Costa Mesa under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the above written date, and shall terminate sixty (60) days after the acceptance of the work performed on the Project by Newport Beach and Costa Mesa or on July 1, 2013, whichever is sooner, unless terminated earlier as set forth herein.

2. SCOPE

The terms and conditions of this Agreement shall provide the administrative and funding responsibilities of the parties with regard to the Project.

3. PLANS

Newport Beach agrees that the Project shall be completed pursuant to approved Project plans and specifications (the "Plans and Specifications") which shall be approved by Newport Beach and Costa Mesa and used in awarding the construction contract. Prior

to commencement of preparation of the Plans and Specifications, Newport Beach shall submit its design engineer's proposal for the design of the Project. Costa Mesa will have a period of five (5) calendar days from the submittal date of such design proposal to review and either indicate its approval or request changes in writing. Newport Beach shall cause its design engineer to review and respond to any requested changes made by Costa Mesa. The Plans and Specifications shall be deemed to incorporate the applicable portions of the guidelines established by *Standard Specifications of Public Works Construction* (2012 Edition with the latest supplements)

4. BIDDING AND AWARD

4.1 The parties agree that the Project includes the 15th Street right of way located within the boundaries of Costa Mesa and shall be included in Newport Beach's contract awarded for the Project. During the bidding process, Newport Beach shall deliver to Costa Mesa one (1) complete set of the bid documents that includes the work in the Costa Mesa right of way including all related addenda concurrently with the distribution thereof to prospective bidders. Upon opening of bids by Newport Beach, Newport Beach will submit the bids or a spread sheet summary of the bids to Costa Mesa. Costa Mesa will have a period of ten (10) calendar days from its receipt of the bid results for review and approval of bid item(s) submitted by the bidder identified to Costa Mesa by Newport Beach as Newport Beach's proposed successful bidder. Newport Beach agrees that bids received shall be subject to the written approval of Costa Mesa prior to award of the Project construction contract(s); and further agrees that in the event Costa Mesa does not approve such bids, either party may terminate this Agreement upon twenty-four (24) hours' prior written notice, in which event Newport Beach shall have no further obligation to construct the improvements in the Costa Mesa right of way, and Costa Mesa may elect to improve the Costa Mesa right of way with its own contractor. Within ten (10) calendar days of termination under this Section, Costa Mesa shall reimburse Newport Beach for all costs incurred to date on behalf of Costa Mesa. If Costa Mesa approves of the bid item(s) of Newport Beach's successful bidder, Newport Beach agrees to cause the Costa Mesa right of way to be constructed as part of the contract awarded to such bidder.

4.2 The total estimated construction costs for the Costa Mesa right of way improvements is **One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00)**, which includes a fifteen percent (15%) contingency to cover the cost of unforeseen expenses, in accordance with the Engineer's project cost Estimate attached hereto as Exhibit A. However, the actual amount to be reimbursed to Newport Beach by Costa Mesa shall be based on the actual costs incurred by Newport Beach on Costa Mesa's behalf under this Agreement.

4.3 Upon award of the construction contract, Newport Beach shall provide Costa Mesa with one (1) original copy of the fully executed contract documents and one (1) copy of the bid package received from the successful bidder.

5. DESIGN REVISIONS AND CHANGE ORDERS.

5.1 Costa Mesa agrees to reimburse Newport Beach for any change order(s) for revision(s) requested by Costa Mesa or otherwise required to construct the Costa Mesa

right of way. Unless required by an emergency, Newport Beach shall promptly furnish Costa Mesa with copies of any proposed change order(s) to such contract within five (5) working days of the initiation of the changed conditions to such contract, which shall be subject to Costa Mesa approval if and to the extent the Costa Mesa right of way are affected therefrom.

5.2 Costa Mesa shall promptly review proposed change order(s) and provide Newport Beach with a response within five (5) working days or sooner of receiving proposed change order(s) information from Newport Beach. Costa Mesa agrees not to unreasonably cause delay(s) to the construction schedule of the Project in reviewing proposed change order(s) for the Costa Mesa right of way. Notwithstanding any other provision herein, any approval required to be given by Costa Mesa under this Section shall be deemed given if no response to the Newport Beach's request for such approval is received by the Newport Beach within eight (8) working days following the written request for such approval unless, the parties agree otherwise in a writing executed by both parties.

6. REIMBURSEMENT

6.1 Costa Mesa agrees to reimburse Newport Beach for the following costs (collectively, the "Costs"): (1) the actual costs of design, construction, compaction testing, geotechnical services, permits, bonds, and legal fees (excluding the costs of preparation of this Agreement) incurred by Newport Beach in connection with the design and construction of the Costa Mesa right of way, plus (2) an administration fee which shall be equal to five percent (5%) of the actual cost of construction of the Costa Mesa right of way and which shall be deemed to cover all costs of project administration, including, but not limited to, accounting and inspection.. Newport Beach shall keep a separate accounting of all Costs incurred by Newport Beach in relation to the Costa Mesa right of way.

6.2 Within sixty (60) days of Costa Mesa's acceptance of the Costa Mesa right of way as provided in Section 9, a final accounting of the Costs shall be made by Newport Beach and submitted to Costa Mesa along with an invoice for the Costs and any supporting documentation necessary to show the amounts which represent Costs of Costa Mesa right of way improvements. Amounts paid pursuant to progress payment invoices shall be subject to adjustment in the final accounting. Within thirty (30) calendar days of said final accounting, Costa Mesa agrees to pay to Newport Beach the total amount of the Costs due.

7. LAWS, ORDINANCES, RULES AND REGULATIONS

7.1 Newport Beach shall require in its contract for the improvement of the Costa Mesa right of way that its contractor be fully informed of and comply with all laws, ordinances, rules and regulations, including, but not limited to, all applicable requirements of the California Labor Code, prevailing wage laws, the Construction Manual, and the Rules and Regulations of Costa Mesa, in connection with the improvement of the Costa Mesa right of way.

8. INSPECTION

8.1 Costa Mesa shall have discretion as to all aspects of design and construction of the Costa Mesa right of way improvements, and Costa Mesa shall be entitled to inspect the construction of the Costa Mesa right of way improvements as it deems necessary to assure compliance with the Plans and Specifications, including shop drawing review and material inspection thereof. Costa Mesa will promptly notify Newport Beach of any portion of the work on the Costa Mesa right of way which appears not to conform to the Plans and Specifications. The determination of Costa Mesa as to conformity of the Costa Mesa right of way with the Plans and Specifications shall be made in Costa Mesa's sole and absolute discretion. Costa Mesa agrees not to unreasonably withhold its approval as to such conformity of the Costa Mesa right of way with the Plans and Specifications. Newport Beach shall require its contractor to construct the Costa Mesa right of way so that the Costa Mesa right of way conforms to the Plans and Specifications.

9. ACCEPTANCE

Costa Mesa agrees to accept the Costa Mesa right of way improvements when the Costa Mesa right of way improvements have been completed by Newport Beach in accordance with all requirements of the Plans and Specifications, including any change orders approved by Costa Mesa, or required due to emergency as provided in Section 5 hereof.

10. OWNERSHIP

It is mutually agreed between the parties hereto that notwithstanding the fact that Newport Beach shall accomplish the construction of the Costa Mesa right of way improvements subject to reimbursement, the Costa Mesa right of way improvements to be completed hereunder, together with the necessary franchises, licenses, easements, rights of way, and other privileges, shall at all times be subject to the applicable rates, rules and regulations of Costa Mesa, as modified or amended from time to time. Newport Beach hereby disclaims any interest in the Costa Mesa right of way and does hereby transfer and assign to Costa Mesa any and all right, title, and interest it may have in the Costa Mesa right of way. Costa Mesa shall own, operate and maintain the Costa Mesa right of way following acceptance thereof.

11. INDEMNIFICATION

11.1 Newport Beach shall indemnify, defend and hold Costa Mesa, its officers, agents, employees, and engineers harmless from any expense, liability or claim for death, injury, loss, damage or expense to persons or property which may arise or is claimed to have arisen during construction of the Costa Mesa right of way improvements as a result of any work or action performed by Newport Beach or on behalf of Newport Beach, save and except to the extent such expense, liability or claim is proximately caused in whole or in part by any act, omission, or negligence of Costa Mesa, its officers, agents, employees or engineers or by any act or omission for which Costa Mesa, its officers, agents, employees or engineers are liable without fault.

11.2 Costa Mesa shall indemnify, defend and hold Newport Beach, its officers, agents, and employees, harmless from any expense, liability or claim for death, injury, loss, damage or expense to persons or property which may arise or is claimed to have arisen either (i) as a result of any acts performed by Costa Mesa, its officers, agents, or employees, with respect to the Costa Mesa right of way improvements construction; or (ii) following Costa Mesa acceptance of the Costa Mesa right of way, with respect to maintenance and operation of the Costa Mesa right of way, save and except to the extent such expense, liability or claim is proximately caused in whole or in part by any negligence of Newport Beach, its officers, agents, employees or engineers, or by any act or omission for which Newport Beach, its officers, agents, employees or engineers are liable without fault.

12. INSURANCE AND BONDING

12.1 Newport Beach shall cause its contractor(s) to provide performance and payment bonds for the construction of the Project and to obtain insurance coverage sufficiently broad to insure the matters set forth in this Agreement and to include Costa Mesa, its officers, agents, employees and engineers, as additional insureds on all insurance policies that Newport Beach requires its contractor(s) to provide. As evidence of such insurance coverage, Newport Beach shall, prior to commencement of construction of the Project, provide Costa Mesa with certificates of insurance and insurance endorsements from Newport Beach's contractor(s).

13. TERMINATION

13.1 Costa Mesa shall have the right to terminate this Agreement at any time, subject to the provisions of this section, by providing five (5) business days' prior written notice to Newport Beach, except as noted in Section 4.1. If at the request or direction of a party other than Newport Beach, the construction of the Costa Mesa right of way improvements is not accomplished or completed, Costa Mesa shall remain obligated for the actual amount of the Costs incurred by Newport Beach to the date of termination.

13.2 If Newport Beach's Project is canceled or modified so as to eliminate the necessity of the construction of the Costa Mesa right of way improvements, Newport Beach shall have the right to terminate this Agreement and thereby terminate its obligation to construct the Costa Mesa right of way improvements, by providing five (5) business days' prior written notice to Costa Mesa. In such case, Costa Mesa will not be obligated for any design or any other Costs incurred by Newport Beach. If Costa Mesa elects to construct the Costa Mesa right of way improvements, Costa Mesa may, but shall not be obligated to, acquire the design or other work from Newport Beach by separate agreement.

13.3 Either party may terminate this Agreement without cause upon seven (7) calendar days notice, provided if Costa Mesa terminates this Agreement it shall reimburse Newport Beach for costs incurred by Newport Beach on Costa Mesa's behalf to date.

14. NOTICE

14.1 Any notice or other written instrument required or permitted by this Agreement to be given to either party shall be deemed received when personally served or twenty-four

(24) hours after being deposited in the U.S. Mail, postage prepaid, registered or certified and addressed as follows:

Costa Mesa: Attention: Ernesto Munoz, Director
Public Works Department
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Phone: (714) 754-5343

Newport Beach: Attn: Dave Webb, City Engineer
Public Works Department
City of Newport Beach
3300 Newport Boulevard
PO Box 1768
Newport Beach, CA 92658
Phone: (949) 644-3321

15. DEEMED APPROVAL

Except as otherwise provided, any approval required to be given by either party pursuant to this Agreement shall be deemed given if no response to the party's request for such approval is received by the requesting party within fifteen (15) calendar days following the written request for such approval.

16. TIME OF PERFORMANCE

Each of the parties agrees to perform all conditions of this Agreement in a timely manner reasonably necessary to carry out the spirit, intentions and objectives described in this Agreement whether or not expressly prescribed herein and no consent, agreement, approval, concurrence, decision, determination or action shall be unreasonably withheld by either party.

17. STANDARD CONDITIONS

17.1 Compliance With all Laws. The parties shall at their own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

17.2 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

17.3 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

17.4 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the exhibits attached hereto, the terms of this Agreement shall govern.

17.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

17.6 Amendments. This Agreement may be modified or amended only by a written document executed by both parties and approved as to form by the City Attorney.

17.7 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

17.8 Controlling Law And Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

17.9 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

17.10 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

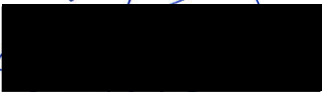
17.11 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF NEWPORT BEACH,
A California municipal corporation

Date: 7/11/12


By: 
Nancy Gardner
Mayor

ATTEST:
Date: 7.12.12

By: 
Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 6/27/12

By: 
Aaron C. Harp
City Attorney




CITY OF COSTA MESA,
A California municipal corporation

Date: 8/16/2012


By: 
Eric Bever
Mayor

ATTEST:
Date: 8-17-12

By: 
Brenda Green
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 10/15/12

By: 
Thomas Duarte
City Attorney



[END OF SIGNATURES]

ATTACHMENTS: Exhibit A: Engineer's Construction Cost Estimate

EXHIBIT A

**CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT**

TITLE: **15th Street Rehab. Const. Costs - Costa Mesa**

CONTRACT NO.: **5077**
 Project Cost: **\$115,000.00**
 PROJECT MANAGER: **Patrick Arciniega**

ITEM	DESCRIPTION	QUANTITY	UNIT	All American	
				UNIT	AMOUNT
1	Mobilization & Demobilization	1.0	LS	\$8,501.00	\$4,250.50
2	Surveying Services	1.0	LS	\$4,000.00	\$1,600.00
3	Traffic Control	1.0	LS	\$22,830.00	\$11,415.00
4	Remove and Reconstruct Curb & Gutter per City of NB STD-182-L.		LF		
5	Remove and Reconstruct Sidewalk per City of NB STD-180-L.		SF		
6	Remove and Reconstruct Alley Approach per City of NB STD-142-L, Type A		SF		
7	Remove and Reconstruct Driveway per City of Costa Mesa STD DWG No. 514 & 811	270	SF	\$10.00	\$2,700.00
8	Remove and Reconstruct Driveway per City of NB STD-162-L		SF		
9	Remove and Reconstruct Cross Gutter Apron per City of NB STD-185-L	215	SF	\$13.00	\$2,795.00
10	Remove and Reconstruct School Entry		SF		
11	Remove and Reconstruct Curb Access Ramp per City of NB STD-181-L	1	EA	\$2,200.00	\$2,200.00
12	Remove Sidewalk and Construct Curb Access Ramp per City of NB STD-181-L		EA		
13	Remove Ramp and Construct Sidewalk per City of NB STD-180-L, Raise Existing Manhole to Grade		SF		
14	Prune Tree Root		EA		
15	Install Root Barrier		LF		
16	Cold Mill Asphalt Pavement (2" Depth)	30,890	SF	\$0.10	\$3,089.00
17	Cold Mill Asphalt Pavement (8" Depth)	840	SF	\$0.88	\$739.20
18	Construct AC Levelling Course Type III-B2-PG 64-10 (1" Thick)	60	TN	\$68.00	\$4,080.00
19	Construct 2" Thick Asphalt Pavement Overlay Course Type ARHM GG	404	TN	\$80.00	\$32,320.00
20	Construct AC Base Course Type III-B2-PG 64-10 (6" Thick)	33	TN	\$68.00	\$2,244.00
21	Construct Median per Detail on Sheet 2 - 8"curb		LF		
22	Construct Median per Detail on Sheet 2 - 6"curb		LF		
23	Construct Median per Detail on Sheet 2 - Pavers		SF		
24	Construct Sidewalk per City of NB STD-180-L.		SF		
25	Protect Existing Utility - Storm Drain Manhole. Raise to Grade as Required.	1	EA	\$495.00	\$495.00
26	Protect Existing Utility - Sewer Manhole. Raise to Grade as Required.	3	EA	\$495.00	\$1,485.00
27	Replace Existing Water Valve Box and Cover. Raise to Grade as Required.		EA		
28	Protect Existing Utility - Water Vault Lid. Raise to Grade as Required.		EA		
29	Traffic Striping & Signage	1	LS	\$11,111.00	\$2,222.20
30	As-Built Plans	1	LS	\$500.00	\$250.00
Subtotal					\$71,884.90
Design					\$25,000.00
Geotechnical					\$4,000.00
Contingency					\$10,733.38
5% Administration					\$3,381.72
Project Cost-CM					\$115,000.00

**CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT**

TITLE: **15th Street Rehab. Const. Costs - Newport Beach**

CONTRACT NO.: **5077**
 Project Cost: **\$321,445.00**
 PROJECT MANAGER: **Patrick Arciniega**

				All American	
ITEM	DESCRIPTION	QUANTITY		UNIT	AMOUNT
1	Mobilization & Demobilization	1.0	LS	\$8,501.00	\$4,250.50
2	Surveying Services	1.0	LS	\$4,000.00	\$2,400.00
3	Traffic Control	1.0	LS	\$22,830.00	\$11,415.00
4	Remove and Reconstruct Curb & Gutter per City of NB STD-182-L.	40	LF	\$38.00	\$1,520.00
5	Remove and Reconstruct Sidewalk per City of NB STD-180-L.	260	SF	\$8.00	\$2,080.00
6	Remove and Reconstruct Alley Approach per City of NB STD-142-L, Type A	470	SF	\$10.00	\$4,700.00
7	Remove and Reconstruct Driveway per City of Costa Mesa STD DWG No. 514 & 811		SF		
8	Remove and Reconstruct Driveway per City of NB STD-162-L	100	SF	\$10.00	\$1,000.00
9	Remove and Reconstruct Cross Gutter Apron per City of NB STD-185-L	215	SF	\$13.00	\$2,795.00
10	Remove and Reconstruct School Entry	2,040	SF	\$14.00	\$28,560.00
11	Remove and Reconstruct Curb Access Ramp per City of NB STD-181-L	8	EA	\$2,200.00	\$17,600.00
12	Remove Sidewalk and Construct Curb Access Ramp per City of NB STD-181-L	1	EA	\$2,200.00	\$2,200.00
13	Remove Ramp and Construct Sidewalk per City of NB STD-180-L, Raise Existing Manhole to Grade	100	SF	\$10.00	\$1,000.00
14	Prune Tree Root	1	EA	\$600.00	\$600.00
15	Install Root Barrier	20	LF	\$3.00	\$60.00
16	Cold Mill Asphalt Pavement (2" Depth)	44,410	SF	\$0.10	\$4,441.00
17	Cold Mill Asphalt Pavement (8" Depth)	14,860	SF	\$0.88	\$13,076.80
18	Construct AC Levelling Course Type III-B2-PG 64-10 (1" Thick)		TN		
19	Construct 2" Thick Asphalt Pavement Overlay Course Type ARHM GG	746	TN	\$80.00	\$59,680.00
20	Construct AC Base Course Type III-B2-PG 64-10 (6" Thick)	567	TN	\$68.00	\$38,556.00
21	Construct Median per Detail on Sheet 2 - 8" curb	100	LF	\$25.00	\$2,500.00
22	Construct Median per Detail on Sheet 2 - 6" curb	100	LF	\$25.00	\$2,500.00
23	Construct Median per Detail on Sheet 2 - Pavers	320	SF	\$20.00	\$6,400.00
24	Construct Sidewalk per City of NB STD-180-L	280	SF	\$8.00	\$2,240.00
25	Protect Existing Utility - Storm Drain Manhole. Raise to Grade as Required.	1	EA	\$495.00	\$495.00
26	Protect Existing Utility - Sewer Manhole. Raise to Grade as Required.	6	EA	\$495.00	\$2,970.00
27	Replace Existing Water Valve Box and Cover. Raise to Grade as Required.	26	EA	\$330.00	\$8,580.00
28	Protect Existing Utility - Water Vault Lid. Raise to Grade as Required.	2	EA	\$330.00	\$660.00
29	Traffic Striping & Signage	1	LS	\$11,111.00	\$8,888.80
30	As-Built Plans	1	LS	\$500.00	\$250.00
				Subtotal	\$231,418.10
				Design	\$37,445.00
				Geotechnical	\$6,000.00
				Contingency	\$35,223.52
				5% Administration	\$11,358.38
				Project Cost-NB	\$321,445.00

**CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT**

TITLE: 15th Street Rehabilitation TOTAL CONSTRUCTION COST
 CONTRACT NO.: 5077
 TOTAL PROJECT COST: \$436,445.00
 PROJECT MANAGER: Patrick Arciniega

ITEM	DESCRIPTION	QUANTITY	UNIT	All American	
				UNIT	AMOUNT
1	Mobilization & Demobilization	1.0	LS	\$8,501.00	\$8,501.00
2	Surveying Services	1.0	LS	\$4,000.00	\$4,000.00
3	Traffic Control	1.0	LS	\$22,830.00	\$22,830.00
4	Remove and Reconstruct Curb & Gutter per City of NB STD-182-L.	40	LF	\$38.00	\$1,520.00
5	Remove and Reconstruct Sidewalk per City of NB STD-180-L.	260	SF	\$8.00	\$2,080.00
6	Remove and Reconstruct Alley Approach per City of NB STD-142-L, Type A	470	SF	\$10.00	\$4,700.00
7	Remove and Reconstruct Driveway per City of Costa Mesa STD DWG No. 514 & 811	270	SF	\$10.00	\$2,700.00
8	Remove and Reconstruct Driveway per City of NB STD-162-L	100	SF	\$10.00	\$1,000.00
9	Remove and Reconstruct Cross Gutter Apron per City of NB STD-185-L	430	SF	\$13.00	\$5,590.00
10	Remove and Reconstruct School Entry	2,040	SF	\$14.00	\$28,560.00
11	Remove and Reconstruct Curb Access per City of NB STD-181-L	9	EA	\$2,200.00	\$19,800.00
12	Remove Sidewalk and Construct Curb Access Ramp per City of NB STD-181-L	1	EA	\$2,200.00	\$2,200.00
13	Remove Ramp and Construct Sidewalk per City of NB STD-180-L, Raise Existing Manhole to Grade	100	SF	\$10.00	\$1,000.00
14	Prune Tree Root	1	EA	\$600.00	\$600.00
15	Install Root Barrier	20	LF	\$3.00	\$60.00
16	Cold Mill Asphalt Pavement (2" Depth)	75,300	SF	\$0.10	\$7,530.00
17	Cold Mill Asphalt Pavement (8" Depth)	15,700	SF	\$0.88	\$13,816.00
18	Construct AC Levelling Course Type III-B2-PG 64-10 (1" Thick)	60	TN	\$68.00	\$4,080.00
19	Construct 2" Thick Asphalt Pavement Overlay Course Type ARHM GG	1,150	TN	\$80.00	\$92,000.00
20	Construct AC Base Course Type III-B2-PG 64-10 (6" Thick)	600	TN	\$68.00	\$40,800.00
21	Construct Median per Detail on Sheet 2 - 8" curb	100	LF	\$25.00	\$2,500.00
22	Construct Median per Detail on Sheet 2 - 6" curb	100	LF	\$25.00	\$2,500.00
23	Construct Median per Detail on Sheet 2 - Pavers	320	SF	\$20.00	\$6,400.00
24	Construct Sidewalk per City of NB STD-180-L	280	SF	\$8.00	\$2,240.00
25	Protect Existing Utility - Storm Drain Manhole. Raise to Grade as Required.	2	EA	\$495.00	\$990.00
26	Protect Existing Utility - Sewer Manhole. Raise to Grade as Required.	9	EA	\$495.00	\$4,455.00
27	Replace Existing Water Valve Box and Cover. Raise to Grade as Required.	26	EA	\$330.00	\$8,580.00
28	Protect Existing Utility - Water Vault Lid. Raise to Grade as Required.	2	EA	\$330.00	\$660.00
29	Traffic Striping & Signage	1	LS	\$11,111.00	\$11,111.00
30	As-Built Plans	1	LS	\$500.00	\$500.00
Subtotal					\$303,303.00
Design					\$62,445.00
Geotechnical					\$10,000.00
Contingency					\$45,956.90
5% Administration					\$14,740.10
Total Project Cost					\$436,445.00

**CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT**

TITLE: **15th Street Rehabilitation TOTAL CONSTRUCTION COST**
 CONTRACT NO.: **5077**
 TOTAL PROJECT COST: **\$436,445.00**
 PROJECT MANAGER: **Patrick Arciniega**

ITEM	DESCRIPTION	QUANTITY	UNIT	All American	
				UNIT	AMOUNT
1	Mobilization & Demobilization	1.0	LS	\$8,501.00	\$8,501.00
2	Surveying Services	1.0	LS	\$4,000.00	\$4,000.00
3	Traffic Control	1.0	LS	\$22,830.00	\$22,830.00
4	Remove and Reconstruct Curb & Gutter per City of NB STD-182-L.	40	LF	\$38.00	\$1,520.00
5	Remove and Reconstruct Sidewalk per City of NB STD-180-L.	260	SF	\$8.00	\$2,080.00
6	Remove and Reconstruct Alley Approach per City of NB STD-142-L, Type A	470	SF	\$10.00	\$4,700.00
7	Remove and Reconstruct Driveway per City of Costa Mesa STD DWG No. 514 & 811	270	SF	\$10.00	\$2,700.00
8	Remove and Reconstruct Driveway per City of NB STD-162-L	100	SF	\$10.00	\$1,000.00
9	Remove and Reconstruct Cross Gutter Apron per City of NB STD-185-L	430	SF	\$13.00	\$5,590.00
10	Remove and Reconstruct School Entry	2,040	SF	\$14.00	\$28,560.00
11	Remove and Reconstruct Curb Access per City of NB STD-181-L	9	EA	\$2,200.00	\$19,800.00
12	Remove Sidewalk and Construct Curb Access Ramp per City of NB STD-181-L	1	EA	\$2,200.00	\$2,200.00
13	Remove Ramp and Construct Sidewalk per City of NB STD-180-L, Raise Existing Manhole to Grade	100	SF	\$10.00	\$1,000.00
14	Prune Tree Root	1	EA	\$600.00	\$600.00
15	Install Root Barrier	20	LF	\$3.00	\$60.00
16	Cold Mill Asphalt Pavement (2" Depth)	75,300	SF	\$0.10	\$7,530.00
17	Cold Mill Asphalt Pavement (8" Depth)	15,700	SF	\$0.88	\$13,816.00
18	Construct AC Levelling Course Type III-B2-PG 64-10 (1" Thick)	60	TN	\$68.00	\$4,080.00
19	Construct 2" Thick Asphalt Pavement Overlay Course Type ARHM GG	1,150	TN	\$80.00	\$92,000.00
20	Construct AC Base Course Type III-B2-PG 64-10 (6" Thick)	600	TN	\$68.00	\$40,800.00
21	Construct Median per Detail on Sheet 2 - 8" curb	100	LF	\$25.00	\$2,500.00
22	Construct Median per Detail on Sheet 2 - 6" curb	100	LF	\$25.00	\$2,500.00
23	Construct Median per Detail on Sheet 2 - Pavers	320	SF	\$20.00	\$6,400.00
24	Construct Sidewalk per City of NB STD-180-L	280	SF	\$8.00	\$2,240.00
25	Protect Existing Utility - Storm Drain Manhole. Raise to Grade as Required.	2	EA	\$495.00	\$990.00
26	Protect Existing Utility - Sewer Manhole. Raise to Grade as Required.	9	EA	\$495.00	\$4,455.00
27	Replace Existing Water Valve Box and Cover. Raise to Grade as Required.	26	EA	\$330.00	\$8,580.00
28	Protect Existing Utility - Water Vault Lid. Raise to Grade as Required.	2	EA	\$330.00	\$660.00
29	Traffic Striping & Signage	1	LS	\$11,111.00	\$11,111.00
30	As-Built Plans	1	LS	\$500.00	\$500.00
	Subtotal				\$303,303.00
	Design				\$62,445.00
	Geotechnical				\$10,000.00
	Contingency				\$45,956.90
	5% Administration				\$14,740.10
	Total Project Cost				\$436,445.00