

OCT 30 2008



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MEMORANDUM PUBLIC WORKS – COUNCIL MEMO PWE09-004

DATE: OCTOBER 29, 2008

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
PAT MCDERMOTT, ASSISTANT CITY MANAGER
DAVE SIEGEL, MUNICIPAL UTILITIES DIRECTOR

FROM: SHEINA HUGHES, ASSISTANT PUBLIC WORKS DIRECTOR/
CITY ENGINEER

SUBJECT: FILLING OF THE LAKES WITH RECLAIMED WATER IN THE LAYTON LAKES SUBDIVISION

A question was posed by Council at Study Session on October 27, 2007 regarding filling of the lakes with reclaimed water in the Layton Lakes subdivision. The Layton Lakes subdivision, located at the southeast corner of Gilbert Road and Queen Creek Road, was annexed into the City by Council action on February 12, 2001. At the time it was annexed, a pre-annexation development agreement was also approved as Resolution No. 3364. The Layton Lakes subdivision is partially located in Chandler and partially in the Town of Gilbert. However, the subdivision is one development with a central lake system that will be used to irrigate all landscaping both in Chandler and Gilbert. In the pre-annexation agreement, the developer asked that Chandler reclaimed water be provided for irrigation of the entire subdivision

For this consideration, the developer was required to install the reclaimed water mains as established in the original agreement. In exchange, the entire Layton Lakes subdivision would be treated as if it were an "in-City" reclaimed water user. The City entered into an IGA with Town of Gilbert per Resolution No. 3376 and this Resolution was approved by Council March 5, 2001.

The agreement also included provisions that, in the event the ASR well could not be located within the subdivision, the City would accept a payment of \$1,500,000 and would then construct the ASR well at another site. The \$1,500,000 payment was meant to cover

acquisition of another ASR well site as well as design and construction of the ASR well. After review of the initial investigations, City staff met with the developer and agreed that it would be mutually beneficial for the City to accept the lump sum payment for the ASR well and construct it at one of the City's other recharge sites. Additionally, the City asked that the developer provide a site to accommodate a potable water well.

An amendment pre-annexation agreement, Resolution No. 4037 was approved by Council February 8, 2007. This amendment modified the original agreement to allow the City to accept a payment of \$200,000 upon execution of the amendment and a second payment of \$1,300,000 on or before the City commences delivery of reclaimed water to the development. The agreement also sets aside property for potable water well at a cost to the City of \$67,500.



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#40
OCT 30 2008

MEMORANDUM

Public Works Department Memo ENG09-016

DATE: OCTOBER 30, 2008

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER *WMP*
DAVE SIEGEL, MUNICIPAL UTILITIES DIRECTOR *DS*
SHEINA HUGHES, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER *SH*

FROM: CHARLES W. SMITH, ENGINEER *CWS*

SUBJECT: Approval of City Participation Agreement CP09-001 with LH-EH Layton Lakes L.L.C. for installation of a 36" reclaimed water line in Queen Creek Road and a 24" reclaimed water line in Lindsay Road near the Layton Lakes Subdivision in excess of their offsite improvement obligation at a cost to the City not to exceed \$932,404.

RECOMMENDATION: Staff recommends Council approve City Participation Agreement CP09-001 with LH-EH Layton Lakes L.L.C. for installation of a 36" reclaimed water line in Queen Creek Road and a 24" reclaimed water line in Lindsay Road near the Layton Lakes Subdivision in excess of their offsite improvement obligation at a cost to the City not to exceed \$932,404.

BACKGROUND AND DISCUSSION: A residential subdivision to be named Layton Lakes is being developed in the area bounded by Queen Creek Road on the north, Gilbert Road on the west, Lindsay Road on the east, and a short segment of Ocotillo Road on the south. The developer is LH-EH Layton Lakes L.L.C. One requirement associated with this development is installation of reclaimed water lines in the major arterial streets surrounding the perimeter of the development.

A developer's obligation for installation of reclaimed water lines in major arterial streets is limited to 12" mains. Anything larger than that is the City's obligation. The design of the reclaimed water system in the area of this development required installation of a 36" main along Queen Creek Road and a 24" main along Lindsay Road. Because installation of the 36" and 24" mains exceed the developer's obligation, a City Participation Agreement has been prepared that will reimburse the developer for the additional costs of upsizing these mains.

The work covered by this Agreement has been completed. The cost for installing the upsized mains along Queen Creek and Lindsay Roads was \$1,450,956. If a 12" main had been installed, the estimated cost would have been \$518,552, resulting in a difference of \$932,404. That is the amount included in the Agreement.

FINANCIAL IMPLICATIONS:

Cost Not to exceed \$932,404

Savings N/A

Long Term Costs Normal pipeline operation and maintenance.

Fund Source

<u>Account No.</u>	<u>Fund Name</u>	<u>Program Name</u>	<u>CIP Funded</u>	<u>Amount</u>
606.3910.0000.6817.9WW192	Reclaimed Water	Effluent Reuse - Transmission Mains	FY08/09	\$932,404

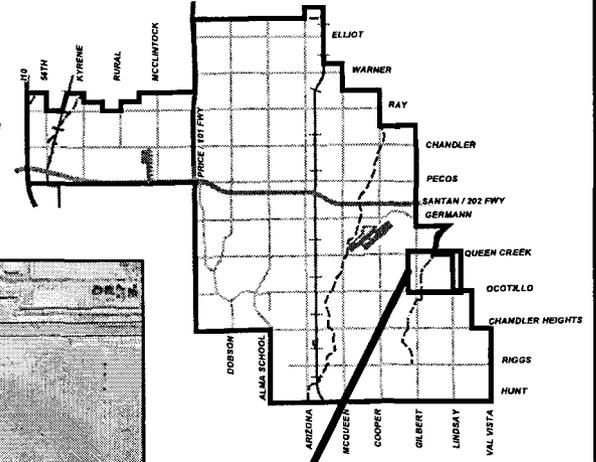
Costs for this work were evaluated and found to be consistent with those listed in recent City capital projects.

PROPOSED MOTION: Move that Council approve City Participation Agreement CP09-001 with LH-EH Layton Lakes L.L.C. for the installation of a 36” reclaimed water line in Queen Creek Road and a 24” reclaimed water line Lindsay Road near the Layton Lakes Subdivision in excess of their offsite improvement obligation at a cost to the City not to exceed \$932,404, and authorize the Mayor to sign the Agreement.

Attachments: Agreement No. CP09-001
 Location Map



LOCATION MAP FOR LAYTON LAKES CITY PARTICIAPTION AGREEMENT NUMBER CP09-001



MEMO NO. ENG09-016



**AGREEMENT FOR CITY PARTICIPATION IN
OFFSITE CONSTRUCTION COSTS
AGREEMENT NUMBER CP09-001
(Reclaimed Water Line Upsize)**

THIS AGREEMENT, made and entered into this ___ day of _____, 200_, by and between the CITY OF CHANDLER, a municipal corporation of the State of Arizona, hereinafter designated as "City", and LH-EH Layton Lakes L.L.C. ("Developer").

RECITALS:

- A. Developer desires to construct certain offsite improvements as required by the City in connection with development of the following described property:

SEE EXHIBIT "A", LEGAL DESCRIPTION, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

- B. A Benefit Study has been performed which determined the Developer's obligation to provide offsite improvements.
- C. The value of the improvements constructed by Developer exceeds the Developer's offsite improvement obligation.
- D. City funds have been budgeted and are available to pay that part of the cost of construction of these improvements which exceed the Developer's obligation.
- E. Existing Development will preclude reimbursement of these costs from other property owners.
- F. Developer desires to enter into an agreement with City for City participation for reimbursement of costs incurred by Developer for construction of offsite improvements bordering existing development that does not belong to Developer, whose value exceeds the Developer's offsite improvement obligation.
- G. Chandler City Code Section 47-11.6 and 47-11.7 authorize the City Council to enter into an agreement providing for City participation for reimbursement to Developer from City funds when requested by developers.

NOW, THEREFORE, it is agreed as follows:

1. Code Compliance. Developer agrees to construct improvements as required by the Chandler City Code. Construction shall be in accordance with plans approved by the City Engineer.
2. Construction Costs. Developer agrees to pay all construction costs including, but not limited to, right-of-way, easement, legal, engineering, and energization, which are required to complete the work. The improvements eligible for cost reimbursement are described as follows: the difference in costs for installing a 36" reclaimed water line in Queen Creek Road and a 24" reclaimed water line in Lindsay Road in place of the required 12" reclaimed water lines as shown in Exhibit "B".
3. Ownership. City shall acquire ownership of said improvements, including those eligible for reimbursement, when completed, approved and accepted by written notification to

Developer from the City Engineer. Following acceptance, all costs for maintenance and power shall become the responsibility of the City.

4. Bankruptcy. Should Developer be adjudged bankrupt or make an assignment for benefit of creditors prior to the completion of the construction of the work to be performed under the terms of this Agreement, all rights under the reimbursement provisions hereof, if any, shall be null and void and without force or effect, and facilities constructed prior to bankruptcy become the property of the City in fee simple, free and clear of any and all encumbrances, claims or liens whatsoever of Developer.
 5. City Participation. The City's participation in the Project shall be limited to the actual cost of the items included in the Project, up to an amount not to exceed Nine Hundred Thirty Two Thousand, Four Hundred Four Dollars and No Cents (\$932,404.00), and the unit costs for those improvements for which the City is providing reimbursement shall not exceed the unit cost for the entire offsite improvements.
 6. Inspection. Offsite inspection of the construction will be performed by City staff. Any additional inspection required for the construction shall be performed by the Developer's engineer at the Developer's sole expense.
 7. As-Built Drawings. As-built drawings shall be prepared and certified by Developer's engineer prior to final acceptance of the Project by the City.
 8. Enforcement. In the event of any enforcement action relating to this Agreement, the prevailing party shall be entitled to recover all costs, expenses and fees, including reasonable attorney's fees, incurred by it should litigation be instituted to enforce any term or provision of this Agreement or any portion of the amount payable under this Agreement.
 9. Governing Law. This Agreement shall be governed by the laws of the State of Arizona and may be executed in counterparts, each of which shall constitute the original. There are no understandings or agreements except as expressly stated herein.
 10. Waiver. No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.
 11. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law, except if the remaining portions of the Agreement do not provide one or both of the parties with the essential consideration for entering into this Agreement.
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12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and the Developer has signed the same, on or as of the day and year first above written.

CITY OF CHANDLER, a municipal corporation of the State of Arizona

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney *GAB*

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 200_ by _____, Mayor of the City of Chandler, who acknowledges that he signed the foregoing instrument on behalf of the City of Chandler.

Notary Public

My Commission Expires:

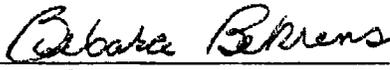
LH-EH LAYTON LAKES L.L.C.

By: 

Its: MARICOPA MEMBER

STATE OF ARIZONA)
)ss
County of Maricopa)

On this 23rd day of September, 2008 before me the undersigned Notary Public, personally appeared _____, of _____, and that he/she being authorized so to do, executed the foregoing Agreement in the capacity therein stated and for the purposes therein contained.


Notary Public

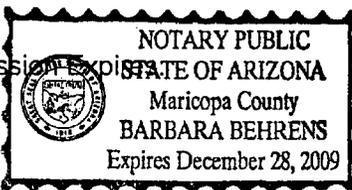
My Commission Expires 

EXHIBIT "A"
LEGAL DESCRIPTION FOR
LAYTON LAKES PHASES 2, 3 & 4

Those parts of Section 18, Township 2 South, Range 6 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in a handhole marking the Northeast Corner of said Section 18, from which the 3/4 inch diameter Iron Pipe marking the North Quarter Corner of said Section 18 bears South 89°11'29" West, a distance of 2,659.15 feet;

Thence South 00°02'02" East, along the East line of the Northeast Quarter of said Section 18, a distance of 110.31 feet to the True Point of Beginning;

Thence continuing South 00°02'02" East, along said East line, a distance of 2,502.95 feet to a point on a line which is parallel with and 20.00 feet Northerly, as measured at right angles, from the South line of the Northeast Quarter of said Section 18;

Thence South 89°01'26" West, along said parallel line, a distance of 2,659.55 feet to a point on the West line of the Northeast Quarter of said Section 18 and to a point of intersection with a line which is parallel with and 20.00 feet Northerly, as measured at right angles, from the South line of the Northwest Quarter of said Section 18;

Thence South 89°00'59" West, along said parallel line, a distance of 1,775.47 feet to a point on a 1,422.41 foot radius non-tangent curve, whose center bears South 74°16'12" East, said curve being on the Easterly right-of-way line of Parcel 2 in Section 18, as recorded in Document No. 97-0211750, Maricopa County Records, said right-of-way line being concentric with and 30.00 feet Easterly of the centerline of the Eastern Canal;

Thence Northeasterly, along said curve and along said Easterly right-of-way line, through a central angle of 22°28'50", a distance of 558.10 feet;

Thence North 38°12'38" East, along said Easterly right-of-way line, a distance of 1,476.92 feet;

Thence South 51°47'22" East, a distance of 323.57 feet;

Thence North 38°44'44" East, a distance of 163.77 feet;

Thence North 43°32'00" East, a distance of 314.68 feet;

Thence North 35°19'08" East, a distance of 531.26 feet;

Thence North 54°41'22" East, a distance of 73.58 feet;

Thence North 62°50'02" East, a distance of 44.96 feet;

Thence South 89°05'37" East, a distance of 81.77 feet;

Thence South 63°10'35" East, a distance of 65.09 feet;

Thence South 51°15'16" East, a distance of 72.98 feet;

Thence South 43°34'45" East, a distance of 137.67 feet;

Thence North 84°44'44" East, a distance of 137.67 feet;

Thence South 73°18'06" East, a distance of 80.81 feet;

Thence South 70°02'05" East, a distance of 80.53 feet;

Thence South $66^{\circ}27'35''$ East, a distance of 96.02 feet;
Thence South $67^{\circ}06'38''$ East, a distance of 104.84 feet;
Thence South $64^{\circ}44'42''$ East, a distance of 66.00 feet;

Thence North $25^{\circ}15'18''$ East, a distance of 83.07 feet to the beginning of a tangent curve of 733.00 foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of $19^{\circ}36'48''$, a distance of 250.92 feet;

Thence North $12^{\circ}13'50''$ East, a distance of 53.25 feet to a point on a 741.00 foot radius non-tangent curve, whose center bears North $88^{\circ}27'06''$ West;

Thence Northerly, along said curve, through a central angle of $02^{\circ}21'24''$, a distance of 30.48 feet;

Thence North $00^{\circ}48'31''$ West, a distance of 201.20 feet;

Thence North $44^{\circ}11'29''$ East, a distance of 28.28 feet to a point on a line which is parallel with and 65.00 feet Southerly, as measured at right angles, from the North line of the Northeast Quarter of said Section 18;

Thence North $89^{\circ}11'29''$ East, along said parallel line, a distance of 940.20 feet;

Thence South $00^{\circ}48'31''$ East, a distance of 10.00 feet to a point on a line which is parallel with and 75.00 feet Southerly, as measured at right angles, from the North line of the Northeast Quarter of said Section 18;

Thence North $89^{\circ}11'29''$ East, along said parallel line, a distance of 290.47 feet;

Thence South $45^{\circ}25'17''$ East, a distance of 49.16 feet;

Thence North $89^{\circ}27'41''$ East, a distance of 65.00 feet to the True Point of Beginning.

TOGETHER WITH THE FOLLOWING;

Commencing at the Brass Cap flush marking the West Quarter Corner of said Section 18, from which the Brass Cap in a handhole marking the Northwest Corner of said Section 18 bears North $00^{\circ}12'46''$ West, a distance of 2,648.75 feet;

Thence North $00^{\circ}12'46''$ West, along the West line of the Northwest Quarter of said Section 18, a distance of 20.00 feet to the True Point of Beginning;

Thence continuing North $00^{\circ}12'46''$ West, along the West line of the Northwest Quarter of said Section 18, a distance of 2,519.42 feet;

Thence North $89^{\circ}47'14''$ East, a distance of 65.00 feet;

Thence North 44°29'29" East, a distance of 49.75 feet to a point on a line which is parallel with and 75.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 18;

Thence North 89°11'44" East, along said parallel line, a distance of 84.39 feet;

Thence South 00°48'16" East, a distance of 4.00 feet to a point on a line which is parallel with and 79.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 18;

Thence North 89°11'44" East, along said parallel line, a distance of 30.00 feet;

Thence North 00°48'16" West, a distance of 4.00 feet to a point on a line which is parallel with and 75.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 18;

Thence North 89°11'44" East, along said parallel line, a distance of 50.25 feet;

Thence North 00°48'16" West, a distance of 10.00 feet to a point on a line which is parallel with and 65.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 18;

Thence North 89°11'44" East, along said parallel line, a distance of 1,281.97 feet;

Thence South 00°48'16" East, a distance of 6.00 feet to a point on a line which is parallel with and 71.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 18;

Thence North 89°11'44" East, along said parallel line a distance of 305.00 feet;

Thence South 45°48'16" East, a distance of 28.28 feet;

Thence North 89°11'44" East, a distance of 90.00 feet;

Thence North 00°48'16" West, a distance of 6.00 feet;

Thence North 44°11'44" East, a distance of 28.28 feet to a point on a line which is parallel with and 65.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 18;

Thence North 89°11'44" East, along said parallel line, a distance of 429.64 feet to a point on the Westerly right-of-way line of Parcel 1 in Section 18 as recorded in Document No. 97-0211750, Maricopa County Records, said right-of-way line being parallel with and 30.00 feet Westerly, as measured at right angles, from the centerline of the Eastern Canal;

Thence the following courses along said Westerly right-of-way line;

Thence South 18°24'50" West, a distance of 81.66 feet to the beginning of a tangent curve of 1,382.41 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of $19^{\circ}47'48''$, a distance of 477.65 feet;

Thence South $38^{\circ}12'38''$ West, a distance of 1,982.85 feet to the beginning of a tangent curve of 1,482.41 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of $23^{\circ}10'32''$, a distance of 599.62 feet to a point on a line which is parallel with and 20.00 feet Northerly, as measured at right angles, from the South line of the Northwest Quarter of said Section 18;

Thence departing said Westerly right-of-way line along said parallel line, South $89^{\circ}00'59''$ West, a distance of 656.91 feet to the True Point of Beginning.

TOGETHER WITH THE FOLLOWING;

Commencing at the Brass Cap in a handhole marking the Southwest Corner of said Section 18, from which the Brass Cap flush marking the West Quarter Corner of said Section 18 bears North $00^{\circ}09'38''$ West, a distance of 2,650.81 feet;

Thence North $00^{\circ}09'38''$ West, along the West line of the Southwest Quarter of said Section 18, a distance of 65.01 feet to the True Point of Beginning;

Thence continuing North $00^{\circ}09'38''$ West, along the West line of the Southwest Quarter of said Section 18, a distance of 2,565.80 feet to a point on a line which is parallel with and 20.00 feet Southerly, as measured at right angles, from the North line of the Southwest Quarter of said Section 18;

Thence North $89^{\circ}00'59''$ East, along said parallel line, a distance of 646.59 feet to a point on a 1,482.41 foot radius non-tangent curve, whose center bears South $76^{\circ}34'03''$ East, said curve being on the Westerly right-of-way line of Parcel 1 in Section 18, as recorded in Document No. 97-0211750, Maricopa County Records, said right-of-way line being concentric with and 30.00 feet Westerly of the centerline of the Eastern Canal;

Thence Southwesterly, along said curve, through a central angle of $13^{\circ}44'12''$, a distance of 355.41 feet;

Thence South $00^{\circ}18'15''$ East, continuing along said Westerly right-of-way line, a distance of 2,212.13 feet to a point on a line which is parallel with and 65.00 feet Northerly, as measured at right angles, from the South line of the Southwest Quarter of said Section 18;

Thence South $88^{\circ}49'21''$ West, departing said Westerly right-of-way line along said parallel line, a distance of 1.01 feet;

Thence North $01^{\circ}10'39''$ West, a distance of 18.00 feet to a point on a line which is parallel with and 83.00 feet Northerly, as measured at right angles, from the South line of the Southwest Quarter of said Section 18;

Thence South $88^{\circ}49'21''$ West, along said parallel line, a distance of 50.00 feet;

Thence South $01^{\circ}10'39''$ East, a distance of 18.00 feet to a point on a line which is parallel with and 65.00 feet Northerly, as measured at right angles, from the South line of the Southwest Quarter of said Section 18;

Thence South $88^{\circ}49'21''$ West, along said parallel line, a distance of 559.65 feet to the True Point of Beginning.

TOGETHER WITH THE FOLLOWING;

Commencing at the Brass Cap in a handhole marking the Southwest Corner of said Section 18, from which the Brass Cap flush marking the West Quarter Corner of said Section 18 bears North $00^{\circ}09'38''$ West, a distance of 2,650.81 feet;

Thence North $88^{\circ}49'21''$ East, along the South line of the Southwest Quarter of said Section 18, a distance of 670.82 feet to the Easterly right-of-way line of Parcel 2 in Section 18, as recorded in Document No. 97-0211750, Maricopa County Records, said right-of-way line being parallel with and 30.00 feet Easterly, as measured at right angles, to the centerline of the Eastern Canal;

Thence North $00^{\circ}18'15''$ West, along said Easterly right-of-way line, a distance of 33.00 feet to the Northerly boundary line of that parcel as recorded in Book 145 of Deeds, Page 358, Maricopa County Records, said point also being on a line which is parallel with and 33.00 feet Northerly, as measured at right angles, from the South line of the Southwest Quarter of said Section 18 and the True Point of Beginning;

Thence the following courses along said Easterly right-of-way line;

Thence continuing North $00^{\circ}18'15''$ West, a distance of 2,243.22 feet to the beginning of a tangent curve of 1,422.41 foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of $14^{\circ}21'32''$, a distance of 356.47 feet to a point on a line which is parallel with and 20.00 feet Southerly, as measured at right angles, from the North line of the Southwest Quarter of said Section 18;

Thence departing said Easterly right-of-way line along said parallel line, North $89^{\circ}00'59''$ East, a distance of 457.54 feet;

Thence South $00^{\circ}01'25''$ East, a distance of 2,593.97 feet to the Northerly boundary line of that parcel as recorded in Book 145 of Deeds, Page 358, Maricopa County Records, said point also being on a line which is parallel with and 33.00 feet Northerly, as measured at right angles, from the South line of the Southwest Quarter of said Section 18;

Thence South $88^{\circ}49'21''$ West, along said Northerly boundary line and said parallel line, a distance of 489.29 feet to the True Point of Beginning.

EXHIBIT "B"

Table 1

ESTIMATED COSTS FOR INSTALLING 12" RECLAIMED WATER LINES
IN LINDSAY & QUEEN CREEK ROADS

Description	Cost
8,617 LF 12" DIP	379,148.00
137 LF 8" DIP	4,384.00
348 LF 6" DIP	9,744.00
8 EA 12" Gate Valves w/Purple Box & Cover	19,584.00
4 EA 8" Gate Valves w/Purple Box & Cover	6,500.00
4 EA 6" Gate Valves w/Purple Box & Cover	5,900.00
5 EA 12" Vertical Realignments	21,605.00
5 EA Air Releases	19,515.00
7 EA Flushing Valves	9,828.00
77 LF Reclaimed Boring	21,945.00
	Subtotal: 498,153.00
	Sales Tax 20,399.00
	Grand Total: 518,552.00

EXHIBIT "B"

Table 2

ACTUAL COSTS FOR INSTALLING 24" RECLAIMED WATER LINE
IN LINDSAY ROAD & 36" RECLAIMED WATER LINE IN QUEEN CREEK ROAD

Description	Cost
160 LF 36" DIP – CL 54	39,040.00
5,150 LF 36" DIP – CL 250	813,700.00
2,634 LF 24" DIP	239,694.00
673 LF 12" DIP	29,612.00
137 LF 8" DIP	4,384.00
348 LF 6" DIP	9,744.00
5 EA 36" Gate Valves w/Purple Box & Cover	90,790.00
1 EA 24" Gate Valve w/Purple Box & Cover	10,124.00
2 EA 12" Gate Valves w/Purple Box & Cover	4,896.00
4 EA 8" Gate Valves w/Purple Box & Cover	6,500.00
4 EA 6" Gate Valves w/Purple Box & Cover	5,900.00
5 EA 36" Vertical Realignments	88,205.00
5 EA Air Releases	19,515.00
7 EA Flushing Valves	9,828.00
77 LF Reclaimed Boring	21,945.00
	Subtotal: 1,393,877.00
	Sales Tax 57,079.00
	Grand Total: 1,450,956.00

EXHIBIT "B"
Table 3
DIFFERENCE IN COSTS

Line Size	Location	Total Estimated Cost
36" & 24"	Lindsay & Queen Creek	\$1,450,956.00
12"	Lindsay & Queen Creek	\$518,552.00
Difference in Costs		\$932,404.00