

Location: Northwest corner of Sublett Road and US Highway 287

Property Owner: Kroger Texas, LP

751 Freeport Parkway

Coppell TX

About the Project

Kroger Texas LP will develop and construct a 123,000 square foot store at the northwest corner of US Hwy 287 and Sublett Road in 2016, and is required to make certain road and deceleration lane improvements to service the entrances to the development from both the highway and from Sublett Road. Kroger has agreed to construct the entire four lane roadway along with their project, the cost of which is estimated to be \$2,665,442. The City's portion of the roadway cost is estimated to be \$2,220,419. Kroger will be responsible for roadway improvement costs related to their development, estimated to be \$445,023. The City will reimburse Kroger for the costs associated with the construction of the entire four lane roadway section of Sublett Road, except for the cost of roadway improvements Kroger is obligated to pay for in order to develop their site.

Goals of the Project

Use of impact fees to fund infrastructure; establish new grocery/retail in rapidly growing area

Current Status

The developer has broken ground and construction is currently underway.

Benefit to City

250 jobs created; development of 123,000 square foot new Kroger market facility to serve south Arlington

Year Approved by Council	2015
Base Year	2015
Beginning Year	2016
Ending Year	2018
Duration	4 years
Base Year Value	\$ 708,868
Property Tax Account Number(s)	TBD
Total Rebate Allowed	\$ 2,220,419
Total Estimated Investment by Company	\$ 22,500,000
Paid to Date	\$ -

Criteria Evaluated Owner shall complete Roadway Improvements and Project by obtaining a certificate of occupancy for the Project by no later than December 31, 2017.

Owner shall advance all costs of the Roadway Improvements and construction thereof shall occur pursuant to a construction contract between Owner and qualified contractor. Owner shall ensure that the Contractor acquires the necessary permits and enter into the necessary third party contracts for public improvements that shall govern the construction of the Roadway Improvements in accordance with City Ordinances and policies.

Owner's completion of the Project must result in Added Taxable Value of at least \$8m for the tax year beginning January 1, 2018.

Owner shall not fail to render for taxation any business personal property owned by Owner and located within the City of Arlington.

Owner shall not allow the ad valorem taxes owed to City on any property owned by Owner and located within the City of Arlington to become delinquent.

Owner shall not employ any undocumented workers.

Incentives Allowed City agrees to pay Owner one or more grant payments not to exceed in total \$2,220,419 for real and substantiated costs associated with the construction of the Roadway Improvements.

Resolution No. 15-307

A resolution authorizing the execution of a Chapter 380 Program Agreement by and between Kroger Texas, L.P., and the City of Arlington, Texas, relative to the cost of developing the property located at the northwest corner of Sublett Road and U.S. Highway 287, specifically the construction of Sublett Road to a four lane roadway with related improvements west of U.S. Highway 287 in Arlington, Texas

WHEREAS, CITY has found that providing a program consisting of grant payments and other incentives to Kroger Texas, L.P., (hereinafter referred to as "OWNER") in exchange for OWNER's completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity within the City of Arlington (hereinafter referred to as "PROGRAM"); and

WHEREAS, Chapter 380 of the Texas Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; and

WHEREAS, CITY has determined that the PROGRAM will directly establish public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contains controls likely to ensure that the public purpose is accomplished; and

WHEREAS, OWNER has requested assistance from the CITY to offset costs of developing the property, specifically, the construction of Sublett Road to a four lane roadway with related improvements west of U.S. Highway 287; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is hereby authorized to execute a Chapter 380 Program Agreement for Economic Development Incentives with OWNER to provide

certain economic incentives associated with the development of the OWNER's property located at the northwest corner of Sublett Road and U.S. Highway 287, City of Arlington, Tarrant County, Texas

III.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101. 0215 of the Texas Civil Practices and Remedies Code.

IV.

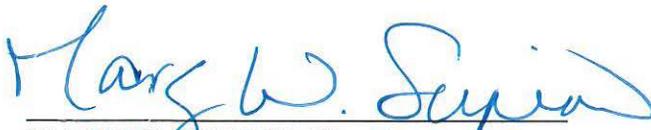
A substantial copy of the Chapter 380 Program Agreement for Economic Development Incentives is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 15th day of December, 2015, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

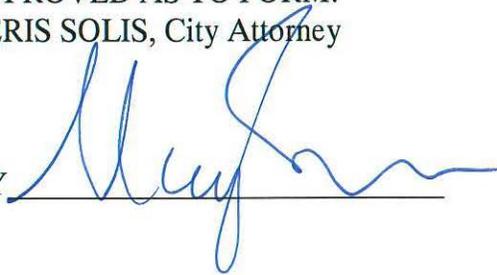
ATTEST:



MARY W SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY



THE STATE OF TEXAS § CHAPTER 380 PROGRAM AGREEMENT
 § FOR ECONOMIC DEVELOPMENT
COUNTY OF TARRANT § INCENTIVES

THIS AGREEMENT is executed by and between **KROGER TEXAS, L.P.**, an entity authorized to do business in Texas (hereafter referred to as “OWNER”), its address being 751 Freeport Parkway, Coppell, Texas and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “CITY”).

W I T N E S S E T H:

- WHEREAS, OWNER has entered into a contract to purchase vacant land generally located at the northwest corner of Sublett Road and US Highway 287, Arlington, Texas and intends to develop the site as a retail development; and
- WHEREAS, OWNER has requested assistance from the CITY to offset costs of developing the site, specifically the construction of a four lane roadway; and
- WHEREAS, CITY has found that providing a program consisting of grant payments and other incentives to OWNER in exchange for OWNER’S completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity and create jobs within the City of Arlington (hereafter referred to as “PROGRAM”); and
- WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and
- WHEREAS, Chapter 380 of the Texas Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual covenants and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

- A. “Added Taxable Value” is defined as the taxable value of the Improved Premises above the Base Year Value, as determined by the Tarrant Appraisal District, on January 1 of the applicable tax year.
- B. “Base Year Value” is defined as the taxable value of the Premises on January 1 of 2015, as determined by the Tarrant Appraisal District. The parties agree that the Base Year Value shall be seven hundred and eight thousand, eight hundred and sixty-eight dollars (\$708,868) for purposes of this Agreement.
- C. “Improved Premises” are defined as the real property (land and improvements) located of Lot 1, Block 1, as defined by the Preliminary Plat of the KROGER-SUBLETT ADDITION, City of Arlington, Texas, after construction of the Project is complete.
- D. “Premises” are defined as the real property as described in **Exhibit “A.”**
- E. “Project” is defined as OWNER’S construction of an approximately 123,000 square foot retail store.
- F. “Roadway Improvements” are defined as construction of approximately 1,300 linear feet of a typical four lane divided concrete roadway at Sublett Road from US 287 to the west and transition with 300 feet of asphalt pavement to the west property line of the Kroger-Sublett Addition plat. The roadway shall include a four feet median and a six feet wide bike lane all constructed to City specifications, as generally depicted on the attached **Exhibit “B”**.

II.
Term

This Agreement shall be effective as of the date of execution by all parties (the “Effective Date”). This Agreement will terminate on the complete performance of all obligations and conditions precedent by the parties, unless sooner terminated in accordance with this Agreement.

III.
General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.

IV.
Project Conditions and Requirements

The payment of the incentives described in Section V. below are subject to the following conditions:

- A. OWNER shall complete the Roadway Improvements and Project by obtaining a certificate of occupancy for the Project by no later than December 31, 2017; provided that such date may be extended upon mutual written agreement of both parties.
- B. OWNER shall advance all costs of the Roadway Improvements and construction thereof shall occur pursuant to a construction contract between OWNER and qualified contractor (the "OWNER's Contractor"). OWNER shall ensure that the OWNER's Contractor acquires the necessary permits and enters into the necessary three party contracts for public improvements that shall govern the construction of the Roadway Improvements in accordance with City Ordinance and policies.
- C. OWNER's completion of the Project must result in Added Taxable Value of at least eight million dollars (\$8,000,000) for the tax year beginning January 1, 2018.
- D. OWNER shall not fail to render for taxation any business personal property owned by OWNER and located within the City of Arlington.
- E. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.
- F. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with section 2265.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 1324a(f), OWNER shall repay to the CITY the full amount of the incentives provided under Section V. of this Agreement, plus 10% per annum from the date the incentive payment(s) was made. Repayment shall be paid within 120 days after the date OWNER receives notice of violation from the CITY.

V.
Incentives

In exchange for OWNER's completion and compliance with the Project Conditions and Requirements set forth in Section IV. above, CITY shall do the following:

CITY agrees to pay to OWNER one or more grant payments not to exceed in total Two Million Two Hundred and Twenty Thousand Four Hundred and Nineteen Dollars and Ninety Nine Cents (\$2,220,419) for real and substantiated costs associated with the construction of the Roadway Improvements. Construction costs incurred by OWNER that qualify for grant payment reimbursement include the costs listed on the Engineers' Opinion of Probable Construction Costs attached as **Exhibit "C"**, other than the costs listed for "Kroger Decel Lanes and Drive Approaches" and "Kroger Left Turn Lanes." OWNER may satisfy its obligation to substantiate costs qualifying for grant payment reimbursements by submitting to CITY detailed periodic and final billings, no more frequently than monthly, received from its general contractor together with proof that OWNER has paid such billings.

- A. Commencing after the Effective Date, OWNER may submit to CITY after the close of each calendar quarter a request for a grant payment equal to the amount of any qualifying and substantiated construction costs incurred and not previously reimbursed by CITY. Subject to CITY's review and verification of the grant payment request, CITY shall make the requested grant payment to OWNER within thirty days after CITY's receipt of the grant payment request. OWNER shall submit a reconciling and substantiated request for any final grant payment due after the Roadway Improvements have been completed and finally accepted by CITY.
- B. Such incentives shall be subject to annual appropriation by the City Council of the CITY in the annual budget and the CITY's obligations under this Agreement shall not constitute general obligations of the CITY or indebtedness under the constitution or laws of the State of Texas.

VI.
**Procurement of Goods and Services from Arlington Businesses
and/or Historically Underutilized Businesses**

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality and price. As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least 51% of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic

minorities or women. In the selection of subcontractors, suppliers or other persons or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

VII.

Default and Termination

- A. OWNER is considered to be in default under this Agreement if OWNER fails to fulfill its obligations under Section IV. of this Agreement. The CITY is considered to be in default under this Agreement if CITY fails to fulfill its obligations under Section V. of this Agreement. If either OWNER or CITY defaults (a "Default"), the defaulting party shall cure such Default within 30 days after the delivery of written notice of such Default from the other party, or if such failure cannot be cured within such 30-day period in the exercise of all due diligence, then if defaulting party commences an attempt to cure within such 30-day period, such longer period as the party thereafter continues diligently to prosecute the cure of such Default. Notice of a Default shall be in writing and shall be delivered by personal delivery or certified mail to the defaulting party at its address provided in Section X. of this Agreement.
- B. If OWNER does not cure a Default of Sections IV. in the time period allowed by this Agreement the CITY may terminate this Agreement and may seek repayment by OWNER of incentives paid. It shall be the duty of the CITY to determine whether to require repayment of incentives paid and demand payment by OWNER of such. Repayment of incentives paid shall become due 60 days following receipt of such demand. The CITY's right to require repayment and demand payment of incentives paid and OWNER's obligation to repay such shall survive the termination of this Agreement.

VIII.

Effect of Sale or Lease of Property

The incentives authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises, unless such assignment is approved in writing by CITY. OWNER may at any time assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without approval of CITY so long as the Affiliate executes an agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of OWNER under this Agreement. "Affiliate" for purposes of this section means all entities, incorporated or otherwise, under common control with, controlled by or controlling OWNER, where "control" means fifty percent (50%) or more of ownership determined by either value or vote.

IX.
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: Kroger Texas L.P.
Attn: Real Estate Manager
Kroger Texas L.P.
751 Freeport Parkway
Coppell, TX 75019

CITY: City of Arlington
City Manager's Office
Attn: Economic Development Manager
P.O. Box 90231
Arlington, Texas 76004-3231

X.
City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

XI.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XII.
No Third-Party Beneficiaries

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the Agreement only affects matters/disputes between the parties to this Agreement (other than as specifically set forth herein with respect to assignment of this Agreement by OWNER to an affiliate of OWNER), and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or OWNER or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or OWNER.

XIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XIV.
Estoppel Certificate

From time to time upon written request of the OWNER the CITY will execute a written estoppel certificate, in a form acceptable to the City Manager or his designee, identifying any obligations of the OWNER under this Agreement that are in default, or with the giving of notice or the passage of time, would be in default; and stating, to the extent true, that to the best of knowledge and belief of the CITY, the OWNER is in compliance with its duties and obligations under this Agreement.

XV.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XVI.
Indemnification

It is understood and agreed between the parties that OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any claims, damages, verdicts or judgments arising out of actions or omissions by OWNER or caused by OWNER in breach of this Agreement. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and OWNER assumes no responsibility or liability to third parties in connection therewith, and CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XVII.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the obligations of this Agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature.

XVIII.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XIX.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

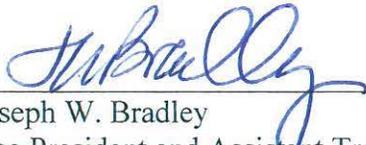
No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY.

XXI.
Execution of Agreement

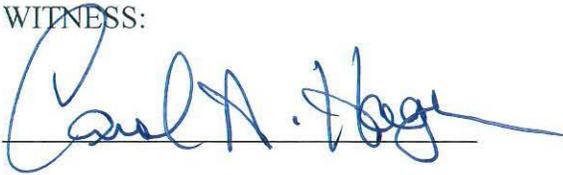
This Agreement must be executed within 60 days after the date this Agreement is authorized by the City of Arlington City Council and presented to OWNER for signature. This Agreement has been authorized by City Council on December 15, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 21st day of March, 2016.

KROGER TEXAS L.P.

BY 
Joseph W. Bradley
Vice President and Assistant Treasurer

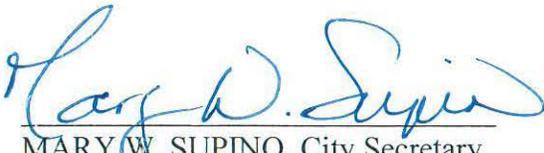
WITNESS:



CITY OF ARLINGTON, TEXAS

BY 
JIM PARAJON
Deputy City Manager

ATTEST:


MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE STATE OF OHIO §
§
COUNTY OF HAMILTON §

KROGER TEXAS L.P.
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Joseph W. Bradley, who is known to me or who was proved to me on the oath of Carol A. Hager (*name of person identifying the acknowledging person*) or who was proved to me through _____ (*description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person*) to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **KROGER TEXAS L.P.**, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of March, 2016.



CAROL A. HAGER
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
Nov 26, 2017

Carol A. Hager
Notary Public in and for

The State of ~~Texas~~ Ohio
CAROL A. HAGER
Notary's Printed Name

November 26th, 2017
My Commission Expires

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON**, a municipal corporation of Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of April, 2016.

7/1/18
My Commission Expires

Ann Cheryl Riney
Notary Public in and for
The State of Texas
ANN CHERYL RINEY
Notary's Printed Name



Exhibit "A"
Premises

**Being all of Lot 1, Block 1 of the KROGER-SUBLETT ADDITION, out of the J.C.
Houston Survey, Abstract No. 720, City of Arlington, Tarrant County, Texas**

Exhibit "B"
Premises

Depiction of Roadway Improvements

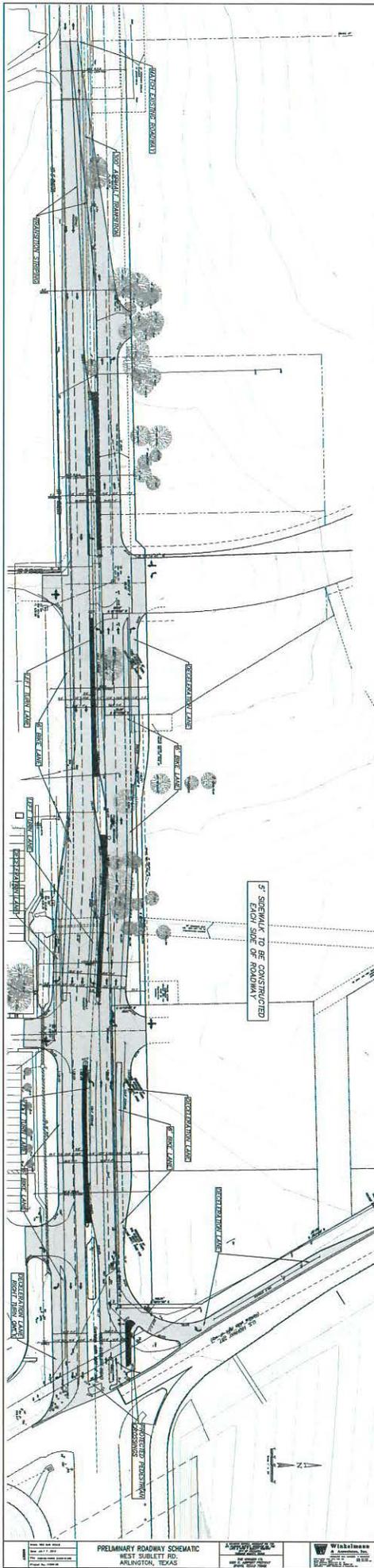


Exhibit "C"
Engineers' Opinion of Probable Construction Costs

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
WEST SUBLETT ROAD ~ ARLINGTON, TX**

August 26, 2014

Update December 15, 2014, Revised December 30, 2014, Revised May 20, 2015, Updated June 17, 2015, Updated June 26, 2015, Updated July 15, 2015, Updated July 24, 2015, Updates July 27, 2015

For construction of US287 Right Turn Lane, Traffic Signal work, 4 lanes to west property line, plus bike lanes to Joplin Rd.

QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL
MAIN ROADWAY LESS KROGER ITEMS BELOW (CITY PORTION NORTH OF CENTER LINE)				
1.0	LS	MOBILIZATION	\$ 10,000.00	\$ 10,000.00
1.0	LS	DEMOLITION	\$ 50,000.00	\$ 50,000.00
5,000.0	CY	EXCAVATION	\$ 20.00	\$ 100,000.00
4,430.0	SY	9" CONCRETE PAVEMENT	\$ 45.00	\$ 199,350.00
4,764.0	SY	12" LIME STABILIZED BASE	\$ 4.50	\$ 21,528.00
88.6	TN	LIME	\$ 160.00	\$ 14,208.00
1,385.0	SY	TRANSITION ASPH PAVMT	\$ 28.00	\$ 38,780.00
1,766.0	SF	MEDIAN PAVERS	\$ 7.50	\$ 13,395.00
3.0	EA	MONOLITHIC NOSE	\$ 1,000.00	\$ 3,000.00
6.0	EA	BARRIER FREE RAMPS	\$ 1,000.00	\$ 6,000.00
6,225.0	SF	5 FL CONCRETE SIDEWALK (SOUTH SIDE)	\$ 4.50	\$ 28,012.50
3,500.0	SY	4" TOP SOIL	\$ 10.00	\$ 35,000.00
1.0	LS	SEEDING	\$ 7,500.00	\$ 7,500.00
1.0	LS	EROSION CONTROL	\$ 7,500.00	\$ 7,500.00
3,273.0	LF	PVMT MARKING	\$ 10.00	\$ 32,730.00
1.0	LS	TRAFFIC CONTROL	\$ 25,000.00	\$ 25,000.00
1.0	LS	SIGNAL ADJUSTMENT @ 287	\$ 60,000.00	\$ 60,000.00
100.0	FT	21" RCP	\$ 40.00	\$ 4,000.00
100.0	FT	24" RCP	\$ 50.00	\$ 5,000.00
175.0	FT	30" RCP	\$ 65.00	\$ 11,375.00
100.0	FT	36" RCP	\$ 80.00	\$ 8,000.00
3.0	EA	10' INLETS	\$ 4,000.00	\$ 12,000.00
70.0	LF	2- 8'X4' CULVERT	\$ 650.00	\$ 45,500.00
5.0	EA	FIRE HYDRANTS	\$ 3,000.00	\$ 15,000.00
1.0	LS	UTILITY ADJUSTMENTS	\$ 15,000.00	\$ 15,000.00
4.0	EA	STREET LIGHTS	\$ 4,500.00	\$ 18,000.00
800.0	LF	CONDUIT	\$ 12.00	\$ 9,600.00
800.0	LF	WIRE	\$ 8.00	\$ 6,400.00
		Sub-Total	\$	\$ 801,878.50
		10% Contingencies	\$	\$ 80,187.85
		Sub-Total Construction Cost	\$	\$ 882,066.35
		8% Design	\$	\$ 70,565.31
		2% Staking	\$	\$ 17,641.33
		Construction Services	\$	\$ 6,350.00
		TOTAL	\$	\$ 976,622.99
MAIN ROADWAY LESS KROGER ITEMS BELOW (CITY PORTION SOUTH OF CENTER LINE)				
1.0	LS	MOBILIZATION	\$ 10,000.00	\$ 10,000.00
1.0	LS	DEMOLITION	\$ 50,000.00	\$ 50,000.00
5,000.0	CY	EXCAVATION	\$ 20.00	\$ 100,000.00
6,370.0	SY	9" CONCRETE PAVEMENT	\$ 45.00	\$ 286,650.00
6,880.0	SY	12" LIME STABILIZED BASE	\$ 4.50	\$ 30,960.00
127.0	TN	LIME	\$ 160.00	\$ 20,320.00
1,750.0	SF	MEDIAN PAVERS	\$ 7.50	\$ 13,125.00
2.0	EA	MONOLITHIC NOSE	\$ 1,000.00	\$ 2,000.00
500.0	SY	4" TOP SOIL	\$ 10.00	\$ 5,000.00
1.0	LS	SEEDING	\$ 7,500.00	\$ 7,500.00
1.0	LS	EROSION CONTROL	\$ 7,500.00	\$ 7,500.00
3,000.0	LF	PVMT MARKING	\$ 10.00	\$ 30,000.00
1.0	LS	TRAFFIC CONTROL	\$ 25,000.00	\$ 25,000.00
100.0	FT	21" RCP	\$ 40.00	\$ 4,000.00

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100.0	FT	24" RCP	\$ 50.00	\$ 5,000.00
175.0	FT	30" RCP	\$ 65.00	\$ 11,375.00
100.0	FT	36" RCP	\$ 80.00	\$ 8,000.00
2.0	EA	STORM MANHOLES	\$ 5,000.00	\$ 10,000.00
3.0	EA	10' INLETS	\$ 4,000.00	\$ 12,000.00
70.0	LF	2- 8'X4' CULVERT	\$ 650.00	\$ 45,500.00
20.0	LF	10'X4' BOX CULVERT	\$ 10,000.00	\$ 200,000.00
1.0	EA	JUNCTION BOX	\$ 50,000.00	\$ 50,000.00
5.0	EA	FIRE HYDRANTS	\$ 3,000.00	\$ 15,000.00
2.0	EA	WATER MAIN LOWERING	\$ 15,000.00	\$ 30,000.00
1.0	LS	UTILITY ADJUSTMENTS	\$ 10,000.00	\$ 10,000.00
4.0	EA	STREET LIGHTS	\$ 4,500.00	\$ 18,000.00
800.0	LF	CONDUIT	\$ 12.00	\$ 9,600.00
800.0	LF	WIRE	\$ 8.00	\$ 6,400.00
		Sub-Total	\$	1,022,930.00
		10% Contingencies	\$	102,293.00
		Sub-Total Construction Cost	\$	1,125,223.00
		8% Design	\$	90,017.84
		2% Staking	\$	22,504.46
		Construction Services	\$	6,050.00
		TOTAL	\$	1,243,795.30
KROGER DECEL LANES AND DRIVE APPROACHES				
708.0	SY	9" CONCRETE PAVEMENT	\$ 45.00	\$ 31,860.00
765.0	SY	12" LIME STABILIZED BASE	\$ 4.50	\$ 3,442.50
15.0	TN	LIME	\$ 160.00	\$ 2,400.00
1.0	EA	TRAFFIC SIGNAL @ MAIN ENTRY	\$ 200,000.00	\$ 200,000.00
1.0	LS	US267 RIGHT TURN LANE AT SUBLETT RD	\$ 100,000.00	\$ 100,000.00
		Sub-Total	\$	337,702.50
		10% Contingencies	\$	33,770.25
		Sub-Total Construction Cost	\$	371,472.75
		8% Design	\$	29,717.82
		2% Staking	\$	7,429.46
		Construction Services	\$	2,300.00
		TOTAL	\$	410,920.03
KROGER LEFT TURN LANES				
525.0	SY	9" CONCRETE PAVEMENT	\$ 45.00	\$ 23,625.00
567.0	SY	12" LIME STABILIZED BASE	\$ 4.50	\$ 2,551.50
11.0	TN	LIME	\$ 160.00	\$ 1,760.00
		Sub-Total	\$	27,936.50
		10% Contingencies	\$	2,793.65
		Sub-Total Construction Cost	\$	30,730.15
		8% Design	\$	2,458.41
		2% Staking	\$	614.60
		Construction Services	\$	300.00
		TOTAL	\$	34,103.17
		GRAND TOTAL	\$	2,665,441.48
NOTES:				
1	Since there is no control over the cost of labor, materials, and equipment or over contractor's method of determining prices, or over competitor's bidding or market conditions, this Opinion of Probable Construction Cost is made on the basis of our professional experience and represents our best judgment as a firm familiar with the construction industry. We cannot and do not guarantee proposals or bids on the project costs stated will not vary from the above estimate.			
2	Inspection and testing to be provided by the City of Arlington. No fees for these items are included in the above estimates.			

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