

OVERSIZED IMPROVEMENTS REIMBURSEMENT AGREEMENT TRACT 3105

24-Inch Ductile Iron Recycled Water Line

This Oversized Improvements Reimbursement Agreement ("Agreement") is made this _____ day of _____, 2024, by and between the City of Paso Robles, California ("City"), a California municipal corporation, and River Oaks Reserve LLC ("Developer"), a limited liability company. City and Developer may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

A. Developer obtained approval for a tentative map relating to a subdivision of Tract 3105 known as River Oaks 2 (the "Project").

B. The Project is being developed in phases by different parties. Relevant to this Agreement is Tract 3105 Phases 3-5.

C. As a condition of approval for the Project, the City required Developer to install certain improvements to mitigate the impacts of the Project.

D. The City has requested that the Developer install improvements with capacity greater than that needed to serve only the Project, which improvements will benefit both the Project and the City.

E. Specifically, the Project's demands for recycled water would require the installation of 3,250 linear feet of 8" C900 PVC recycled waterline for Tract 3105. The City has requested that the Developer instead install 3,250 linear feet of 24" ductile iron recycled waterline (the "Oversized Recycled Waterline"), based on Vesting Tentative Map 3105, which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

F. The Oversized Recycled Waterline is required to be constructed and completed in two segments as follows: (1) approximately 1,130 linear feet from N. River Road to Clubhouse Drive ("Oversized Segment 1 Recycled Waterline") prior to the occupancy of the first unit in Tract 3105 Phase 1; and (2) approximately 2,120 linear feet from Clubhouse Drive to the Cuesta College property boundary along the southern boundary of Phase 5 prior to the grading final of Tract 3105 Phase 5 ("Oversized Segment 4 Recycled Waterline"), as shown on the map attached hereto as **Exhibit "B"** and incorporated herein by reference. The Oversized Segment 1 Recycled Waterline has been completed by the Developer and the bluff and River Road section is being completed by the City.

G. Developer is responsible for constructing, installing, and inspecting the Oversized Segment 4 Recycled Waterline and is willing to pay for the costs of

constructing, installing, and inspecting the Oversized Segment 4 Recycled Waterline pursuant to the City-provided plans and specifications, subject to the City's agreement to reimburse Developer for the difference in cost between the 8-inch waterline and the 24-inch waterline, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. **Incorporation of Recitals.** The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement.

2. **Reimbursable Improvements; Phasing of Improvements.**

2.1. The Oversized Segment 4 Recycled Waterline improvements subject to this Agreement are shown and described in the Carollo Specifications, on file with the City Engineer and provided to the Developer and incorporated herein by reference.

2.2. Developer shall construct and install the Oversized Segment 4 Recycled Waterline consistent with the Carollo Specifications on file with the City Engineer and provided to the Developer. To the extent that any provision in the Carollo Specifications conflicts with this Agreement, the provisions of this Agreement govern.

2.3. The Oversized Segment 4 Recycled Waterline improvements are herein identified as "the Reimbursable Improvements."

3. **Reimbursable Improvements Are Public Works.**

3.1. Developer understands that the Reimbursable Improvements are public works within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following). Accordingly, the specifications shall include language referencing Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on public works projects. Since the construction of the Reimbursable Improvements is a public work as defined in the Prevailing Wage Laws, and since the total cost of the work will exceed \$1,000 or more, Developer agrees to fully comply with and to require its contractors and consultants to fully comply with such Prevailing Wage Laws. In addition, Developer agrees to keep, and require its contractors, subcontractors, and consultants to keep accurate payroll records available for inspection in accordance with all provisions of the Labor Code's Prevailing Wage requirements. Developer shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Developer or its

contractors, subcontractors, and consultants to comply with the Prevailing Wage Laws and implementing regulations of the Department of Industrial Relations, including payroll record retention requirements, in connection with construction of the Reimbursable Improvements identified in this Agreement. The foregoing indemnity shall survive any termination of this Agreement.

4. Construction of Reimbursable Improvements.

- 4.1. Developer shall be solely responsible for securing appropriate bid(s) and awarding contracts for construction and installation of the Reimbursable Improvements in compliance with applicable federal, state, and local laws, rules and regulations. Developer shall exercise due diligence in contracting for construction and installation of the Reimbursable Improvements within a reasonable period of time following execution of this Agreement. Developer shall defend, indemnify, and hold City free and harmless from any and all alleged and actual claims, actions, or liability whatsoever (collectively, "Damages"), including attorneys' fees and other related costs and expenses arising out of or in connection with the bidding and awarding of the contracts for the Reimbursable Improvements, except for such Damages attributable to the City's sole active negligence. Copies of all contracts associated with the Reimbursable Improvements shall be provided to the City prior to commencement of construction, and as a condition of reimbursement.
- 4.2. City shall be notified a minimum of forty-eight (48) hours prior to the commencement of construction. All construction of the Reimbursable Improvements shall meet or exceed industry standards, be lien free, and in compliance with the plans and specifications. All construction of the Reimbursable Improvements shall comply with all necessary governmental requirements including, but not limited to, obtaining all engineering, plan checks, permits, geotechnical reports, tests, and inspections required in order to complete the project in accordance with the plans and specifications.
- 4.3. All work on the Reimbursable Improvements shall be performed by Developer or under its supervision. Developer and its consultants and contractors will determine the means, methods, and details of performing the work subject to the requirements of this Agreement. Developer is conducting this work as part of its development and not as an employee of the City. Developer retains the right to perform similar or different work during the term of this Agreement. Any additional personnel performing the work under this Agreement on behalf of Developer shall also not be employees of City, and shall at all times be under the exclusive direction and control of Developer or its consultants and contractors. All wages, salaries, and other amounts due such personnel in connection with their performance of work under this Agreement and as required by law shall be paid by Developer or its consultants and contractors. Such entities shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income

tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 4.4. Developer shall complete construction of Reimbursable Improvements in a timely manner. The Reimbursable Improvements shall not be deemed complete until approved and accepted by the City Council. Approval will be subject to the work complying with the plans and specifications for the work, and applicable governmental requirements. Developer shall, and hereby does, provide a warranty for all work to be free from defects in materials and workmanship for a period of one year after the date of substantial completion of all Reimbursable Improvements. Upon Developer's reasonable determination of date of substantial completion, Developer shall contact the City in writing specifying the date of substantial completion for purposes of this section of the Agreement. City Engineer shall confirm in writing to Developer its acceptance of the date of substantial completion, which shall not be unreasonably withheld. The one-year warranty will be triggered upon the City Engineer's confirmation.
5. **Acquisition of Right-of-Way.** Except as required under Section 66462.5 of the Subdivision Map Act, to the extent that City does not already possess sufficient rights-of-way or other interests in land necessary to complete the Reimbursable Improvements and for the City to operate, maintain, and replace the Reimbursable Improvements, the acquisition of such right-of-way or other appropriate interests in land shall be the sole responsibility of Developer. Acquisition of rights-of-way for the Reimbursable Improvements shall also comply with the Conditions of Approval for Tract 3105, including the requirement to provide and grant to the City minimum 25-foot easements where public or private right-of-way does not already exist to accommodate the Reimbursable Improvements. Where public or private right-of-way exists that allow for the Reimbursable Improvements, the Reimbursable Improvements shall be constructed within such existing rights-of-way.
6. **Documentation of Costs.** Within ninety (90) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide the necessary documentation as defined in **Exhibit "C,"** which is attached hereto and incorporated by reference, in order to allow City to reconcile the Engineer's current estimate of costs and the actual costs. City shall be relieved from its reimbursement obligations for costs that are not substantiated in accordance with this Section. Within eight weeks of receipt of documentation, the City shall provide notice to Developer that the documentation is complete, or, if incomplete, which documentation is still required.
7. **Reimbursement.** The City shall reimburse Developer its costs for the Reimbursable Improvements via check within thirty (30) calendar days after acceptance of the Reimbursable Improvements by the City and Developer's provision of all documents and information required under this Agreement, as set forth in Section 6, up to a not to exceed total of **\$1,202,589.09** (the "Maximum Reimbursement"). The Parties

acknowledge that the Maximum Reimbursement is the current contractor's estimate for the cost of the Reimbursable Improvements based on Developer's contractor estimate and that the actual cost for the Reimbursable Improvements will be based upon an updated construction bid presented to City at least thirty (30) days prior to ordering materials. Once a construction bid has been finalized with updated material costs, the Maximum Reimbursement shall be adjusted by the Parties by way of written change order to this Agreement so long as the amount is substantiated by documentation required by **Exhibit "C"** and does not exceed Fifteen Percent (15%) of the Maximum Reimbursement. In addition, the Parties acknowledge that the costs for the Reimbursable Improvements may increase during the course of construction due to unanticipated market conditions, acts of God, or other force majeure events that are outside the reasonable control of the Developer or its contractor. The Developer shall present the increase to the City in a written change order for review and approval in writing. The City shall not unreasonably withhold approval of a change order but is in no event obligated to approve a change order that exceeds Thirty Percent (30%) of the Maximum Reimbursement. The City shall not compensate Developer for any change orders not approved in advance by the City.

8. **Alterations to Reimbursable Improvements.** This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter, or extend the Reimbursable Improvements, if necessary, provided the City shall pay for any additional improvement costs in the event the City enlarges, relocates, alters, or extends the Reimbursable Improvements. This Agreement shall not be construed as a grant to the Developer of any right to any exclusive use or specific capacity in or to the Reimbursable Improvements.

9. **Binding on Successors in Interest.** Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties.

10. **Indemnity.**

10.1. Developer agrees to save, defend, protect, and hold harmless City and its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees (at market rates), for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with Developer's performance pursuant to this Agreement or performance pursuant to this Agreement by agents, officers, employees, contractors, subcontractors, or independent contractors hired by Developer. The only exemption to Developer's responsibility to save, protect, defend, and hold harmless City is due to the sole negligence or willful misconduct of City. This hold harmless provision applies to all liability regardless of whether any insurance policy applies. The policy limits of such insurance, if any applies, do not limit the amount of indemnification to be provided by Developer.

- 10.2. City shall not be liable for any defect, error, or omission in or relating to the plans and specifications for the Reimbursable Improvements. To the extent that any defect, error, or omission relating to the design or engineering of the Reimbursable Improvements is discovered at any time, the Developer, on behalf of itself and its successors-in-interest, and their respective employees, contractors and agents, hereby releases and absolutely discharges forever, and hereby agrees to indemnify, protect, hold harmless, and defend City (with counsel reasonably acceptable to the City), its elected and appointed officials, officers, agents, and employees, and its successors and assigns, from costs and expenses (including reasonable court costs and market rate attorneys' fees) arising from or relating to such defects. This paragraph 10.2 only applies if Developer alters, changes, or modifies the design of the Reimbursable Improvements in accordance with this Agreement.

11. Insurance.

- 11.1. Types; Amounts. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain during construction of the Reimbursable Improvements pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Agreement, the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.
- 11.2. Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).
- 11.3. Automobile liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto"

(Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.00) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

- 11.4. Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.
- 11.5. Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the public improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the public improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.
- 11.6. Deductibles. Any deductibles or self-insured retentions must be approved by City in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- 11.7. Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 11.8. Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

11.9. Endorsements.

11.9.1. The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

11.9.1.1. Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement, The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

11.9.1.2. Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

11.9.1.3. Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

11.9.1.4. Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

11.9.1.5. Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

11.9.1.6. Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

11.9.2. The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

11.9.2.1. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

11.9.2.2. Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium,

11.9.3. The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

11.9.3.1. Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

12. **Lien Release.** Prior to the release of any funds to Developer from City for the Reimbursable Improvements, Developer must file a Notice of Completion and obtain final lien releases from all contractors, subcontractors, and suppliers that have filed a Preliminary Notice related to the construction of the Reimbursable Improvements.

13. **Notice.** Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:

Attn: City Manager
City of Paso Robles
1000 Spring Street
Paso Robles, California 93446

DEVELOPER:

Attn: Dennis Moresco
River Oaks Reserve LLC
7305 Morro Road, Suite 207
Atascadero, CA 93422

COPY TO:

Best Best & Krieger LLP
Attn: Elizabeth Hull, City Attorney for Paso Robles
18101 Von Karman Ave., Suite 1000
Irvine, California 92612

Either Party may update its address and contact information by providing written notice of the new information to the other Party.

14. **Contact Information for Developer.** It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any reimbursements are due, the City shall hold such fees for the benefit of the Developer or its successor or assignee for a period of one year, commencing upon the date of acceptance of the Reimbursable Improvements by City. Following this one-year period, any fees not reimbursed to the Developer shall escheat to the City and the City shall have no further obligations to Developer pursuant to this Agreement.

15. **Cooperation.** The Parties hereto acknowledge that it may be necessary to execute additional documents in order to complete the design and construction of the Reimbursable Improvements. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably

necessary to complete the design and construction of the Reimbursable Improvements in accordance with the intent of the parties that is evidenced by this Agreement.

16. **Easements.** Consistent with Section 5 of this Agreement and the Conditions of Approval for Tract 3105, Developer shall grant to City, at no cost to City, such easements and rights-of-way within as may be reasonably required by the City, in its sole discretion, for construction, operation, maintenance and replacement of the Oversized Segment 4 Recycled Waterline.
17. **Captions and Counterparts.** The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Waiver.** No covenant, term, or condition of this Agreement shall be deemed to be waived by any party hereto unless such waiver is in writing and executed by the Party making the waiver. No waiver 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.
19. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article, or other 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 full force and effect to the fullest extent permissible by law.
20. **Inconsistencies and Ambiguities.** This Agreement is to be deemed to have been prepared jointly by the Parties hereto with advice of counsel and, if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against any particular party as the drafter.
21. **Applicable Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be deemed made and entered into in San Luis Obispo County; which shall also be deemed to be the sole proper venue for any action or proceeding relating to this Agreement.
22. **No Third-party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and the respective successors and assigns, any rights or remedies under by reason of this Agreement.
23. **Attorneys' Fees.** If any legal action, arbitration, or other proceeding is initiated for the enforcement or interpretation of this Agreement or because of any alleged dispute,

breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

24. **Authority to Contract.** Each party and its respective agents executing this Agreement warrants and represents that it has full power and authority to execute, deliver, and perform the obligations under this Agreement, and that each party's performance hereunder has been duly authorized by all requisite actions on the part of that party.
25. **Entire Agreement; Amendment.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no party, agent, or representative of the other party has made any promise, representation, or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document. No waiver or modification of this Agreement shall be binding unless consented to by both parties in writing.
26. **Force Majeure.** Except for payment obligations, neither party will be liable for failure or delay in performance of any of its obligations under or in connection with this Agreement arising out of any event or circumstance beyond that party's reasonable control, including without limitation an Act of God, fire, flood, war, act of terrorism, riot, civil commotion, adverse weather condition, pandemic, strike, lock-out or other industrial action.
27. **Assignment.** This Agreement shall be binding on the successors and assigns of the Parties. Developer shall have the right to assign and delegate Developer's rights and obligations under this Agreement in connection with the transfer of all or any portion of the Property; provided, however, that Developer's rights under this Agreement shall not be assigned without the concurrent delegation of any and all of Developer's duties and obligations hereunder. Rights to reimbursement due under this Agreement may be assigned after written notice to City by the holder of such rights as shown by the records of the City. Such assignment shall apply only to such reimbursements becoming payable more than thirty (30) days after receipt by City of a written notice of assignment. City shall not be required to make any reimbursement payment to more than a single assignee.
28. **Labor Certification.** By its signature hereunder, Developer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. Developer agrees to comply with such provisions and to require its consultants and contractors to comply with such provisions before commencing any work on the Reimbursable Improvements.

[SIGNATURE PAGE FOLLOWS]

Exhibit A

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF PASO ROBLES

By: _____
CITY Manager

DEVELOPER

By: _____

Its: VICE PRESIDENT

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT "B"
Map Reflecting Segment 1 Waterline and Segment 4 Waterline

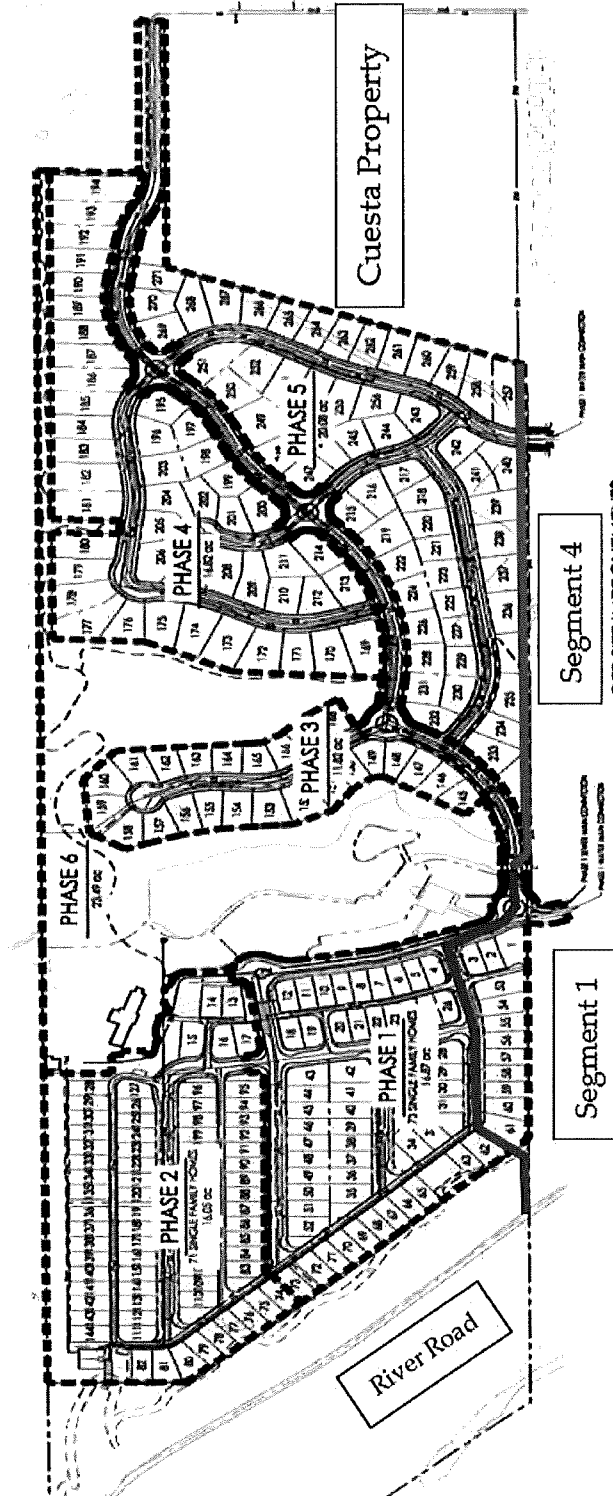


EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist City in determining the costs for the completed Reimbursable Improvements, Developer shall provide the following documents to City:

1. Plans, specifications, and Developer's civil engineer's cost estimate;
2. Construction schedules and progress reports;
3. Contracts, insurance certificates, and change orders with each contractor or vendor;
4. Invoices received from all vendors. All invoices must clearly show the materials, labor and other costs that were supplied for the recycled water line. The amounts shown in each invoice shall not be combined with charges for other non-related charges;
5. Cancelled checks for payments made to contractors and vendors (copy both front and back of cancelled checks);
6. Spreadsheet showing total costs incurred in and related to the construction of the Reimbursable Improvements and the check number for each item of costs and invoice;
7. Final lien releases from each contractor and material supplier;
8. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of costs and invoice.