

5:00 pm  
2/27/14

**UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE  
CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS  
ACT, 2013 (DIVISION F, TITLE I, Pub. L. 113-6, MARCH 26, 2013)  
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS  
DISCRETIONARY GRANT PROGRAM  
(FY 2013 TIGER DISCRETIONARY GRANTS)**

**CITY OF FRESNO**

**FULTON MALL RECONSTRUCTION PROJECT**

**FHWA FY 2013 TIGER Grant No. 18**

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of City of Fresno ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2013 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

**SECTION 1. TERMS AND CONDITIONS OF THE GRANT**

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled TIGER 2013 Application for the Fulton Mall Reconstruction Project, and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.
- 1.3 The Government, having reviewed and considered the Grantee's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of Fifteen Million Nine Hundred Twenty Four Thousand Six Hundred Twenty Dollars (\$15,924,620), for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided by the

Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than Three Million Nine Hundred Eighty One Thousand One Hundred Fifty Five Dollars (\$3,981,155) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at: [http://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2013\\_gr\\_exhbt\\_tmp/index.htm](http://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2013_gr_exhbt_tmp/index.htm)

- Exhibit A Legislative Authority
- Exhibit B General Terms and Conditions
- Exhibit C Applicable Federal Laws and Regulations
- Exhibit D Grant Assurances
- Exhibit E Responsibility and Authority of the Grantee
- Exhibit F Reimbursement of Project Costs
- Exhibit G Grant Requirements and Contract Clauses
- Exhibit H Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

- Attachment A Statement of Work
- Attachment B Estimated Project Schedule
- Attachment C Estimated Project Budget
- Attachment D Performance Measurement Table

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

## SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

### 2.1 Project's Statement of Work Summary (for further information see Attachment A):

The Fulton Mall Reconstruction Project will reconstruct Fulton Mall in downtown Fresno as a two-way, two-lane complete street combining automobile, pedestrian, bicycle, and transit elements, as well as streetscape improvements on eleven city blocks in Fresno where a pedestrian mall currently exists.

### 2.2 Project's Schedule Summary (for further information see Attachment B):

Planned Completion of NEPA:	May 16, 2014
Planned Completion of Final Design:	June 2, 2014
Planned PS&E Approval:	June 15, 2014
Planned Construction Start Date:	March 31, 2015
Planned Project Construction Substantial Completion and Open to Traffic Date:	July 31, 2016

### 2.3 Project's Budget Summary (for further information see Attachment C):

#### TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$15,924,620	79.7%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds (if any):	\$3,800,000	19%
Other Funds (if any):	\$250,000	1.3%
Total Project Cost:	\$19,974,620	100%

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

### 2.4 Project's State and Local Planning Requirements: The project was included in the Fresno Council of Governments Amendment #11 to the 2013 Fresno Council of Governments FTIP.

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date: Environmental Assessment with independent 4f document (May 2014)

Environmental Decision Type and Date: Finding of No Significant Impact (May 2014)

Name of Agency and Office Approving each Environmental Decision Document:

Caltrans Central Region QA/QC Branch

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 07-188-7855

Name of any First-Tier Sub-Grantees or Sub-Recipients: N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient: N/A

2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Grantee Official Designated as Official Contact:

Scott L. Mozier, PE, TE  
Public Works Director  
City of Fresno  
2600 Fresno Street, Fresno, CA 93721  
(559) 621-8811  
Scott.mozier@fresno.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

### SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according to the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
- 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by **May 31, 2015**. Grantee shall represent that the data in the Pre-project Report is current as of **February 28, 2015**.
- 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
- 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by **September 30, 2022** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of **July 31, 2022**.
- 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to [outcomes@dot.gov](mailto:outcomes@dot.gov). The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: FHWA FY 2013 TIGER Discretionary Grant No. 20 - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

FHWA Field Division Contact Designated as Official Contact:

TIGER Coordinator  
Federal Highway Administration  
California Division  
650 Capital Mall, Suite 4-100  
Sacramento, CA 95814  
(916) 498-5001

and

FHWA TIGER Program Manager  
Federal Highway Administration  
Office of Freight Management and Operations  
1200 New Jersey Avenue, SE  
Room E84-444  
Washington, DC 20590  
(202) 366-0857  
[FHWA-TIGER.Reports@dot.gov](mailto:FHWA-TIGER.Reports@dot.gov)

and

OST TIGER Discretionary Grants Coordinator  
United States Department of Transportation  
Office of the Secretary  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
(202) 366-8914  
[TIGERGrants@dot.gov](mailto:TIGERGrants@dot.gov)

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

#### **SECTION 4. SPECIAL GRANT REQUIREMENTS**

There are no special grant requirements for this Project.

#### **SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION**

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:
- 5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;
  - 5.1.2 The Grantee fails to begin construction before **May 31, 2015**;
  - 5.1.3 The Grantee fails to begin expenditure of Grant funds by **July 15, 2015**;
  - 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee a reasonable opportunity to cure such failure; or,
  - 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by DOT on or before September 30, 2014. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2019, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.

5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

## **SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT**

6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in quadruplicate; each countersigned original shall be treated as having identical legal effect.

6.2 **Effective Date:** The Agreement shall be effective when fully executed by authorized representatives of the Grantee and the Government; provided, however, that the Grantee shall execute this Agreement, and then submit four (4) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

6.3 **Survival:** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

**EXECUTION BY THE GOVERNMENT**

Executed this 30<sup>TH</sup> day of JUNE, 2014.

  
Signature of Government's Authorized Representative

VINCENT MAMMAMO  
Name of Government's Authorized Representative

Federal Highway Division Administrator  
Title

**EXECUTION BY CITY OF FRESNO**

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this 25<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Signature of Grantee's Authorized Representative

Scott Mozier  
\_\_\_\_\_  
Name of Grantee's Authorized Representative

City of Fresno, Director of Public Works Department  
\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
CITY OF FRESNO, CITY ATTORNEY'S OFFICE

By:  6/25/14  
Deputy Assistant

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By:  6/25/14  
Deputy

**EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION**

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Grantee to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Grantee at Grantee's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this 27<sup>th</sup> day of June, 2014.

Cristiana Rojas for:  
Signature of State Department of Transportation Designated  
Official Representative

Cristiana Rojas for:  
Name of State Department of Transportation Designated Official  
Representative

Caltrans, Director  
Title

## **ATTACHMENT A STATEMENT OF WORK**

The City of Fresno, located in Fresno County, California, proposes to reconstruct Fulton Mall as a complete street by reintroducing two-way vehicle traffic lanes to the existing pedestrian mall. The Project will restore critical elements of the disconnected street grid in an 18-square-block area of Downtown Fresno. Improvements will serve automobile, pedestrian, bicycle, and public transit modes through the introduction of “complete streets” on eleven city blocks where a pedestrian mall currently exists. The affected mall blocks being converted to streets are Fulton Mall between Tuolumne and Inyo Streets (approximately 2,800 feet), Merced Mall between Congo Alley and Federal Alley (approx. 380 feet), Mariposa Mall between Broadway Plaza and Federal Alley (approx. 620 feet), and Kern Mall between Fulton Street and Federal Alley (approx. 200 feet). Typical street transition modifications to support the conversion of the mall back to two-way streets will also occur on Fulton Street north of Tuolumne Street and south of Inyo Street, Merced Street east of Federal Alley, Fresno Street on both sides of Fulton Street, Mariposa Street and Broadway Plaza intersection, Tulare Street on both sides of Fulton Street, and Kern Street east of Federal Alley. In addition, approx. 150 feet of the existing Kern Mall west of Fulton Street will be reconstructed as pedestrian-only, as will approx. 150 feet of the existing Mariposa Mall east of Federal Alley.

The “Mall” refers specifically to the pedestrian areas between adjoining buildings located on the former City streets of Fulton, Mariposa, Merced and Kern, which function as an integrated pedestrian Mall. Fresno Street and Tulare Street, which do allow vehicle traffic, run through the Mall and divide it into three roughly equal sections. Mall landscaping elements include fountains, planters, benches, sculptures, electrical systems, irrigation systems and two “tot lots.” The Mall does not include the adjoining buildings or their facades.

The Project reconstructs the Mall using “complete streets” design concepts. Complete streets are those designed to function as shared public space, or as “living streets” – for pedestrians, cyclists, outdoor businesses, and slow-moving, cautiously driven vehicles. Complete streets may include narrow roadways, corner bulb-outs, winding streets, and other traffic calming measures to lower driving speeds; street trees and other landscape elements; wide pedestrian sidewalks and crosswalks; and bicycle accommodations. The purpose of incorporating these design concepts into the proposed project is to retain portions of the historic fabric and character of the Mall, while maintaining the key elements, feeling and unique experience of a pedestrian mall in downtown Fresno.

The Project will reintroduce two-way traffic, with one lane in each direction, along the length of the Fulton Mall and three cross streets as described. The street will include narrow lanes and is envisioned as a slow speed street. The Project will include parallel on-street parking spaces on the restored streets. Existing sidewalks would be removed and replaced to meet current standards and to accommodate the reinvented space. Mid-block pedestrian crossings and construction of streetscape improvements would optimize the streets for the new blend of travel modes. Like the existing mall, the Project will feature artworks, water features, seating, and trees and would allow for walking and pedestrian-only seating, landscaping, and lighting. Pedestrians would be separated from vehicles.

While some fountains need major repair, the Fulton Mall art collection, over 50 fountains, sculptures, and benches by local and internationally renowned artists, will be woven into the redesign of Fulton Street. The Project will keep in place some of the landscape features which helped earn the Mall a determination of eligibility for the National Register of Historic Places in 2010.

Major construction activities for the Project would include:

1. **Mobilization-** This would include all typical mobilization items per Caltrans specifications.
2. **Environmental Commitments-** This would include tasks such as preparing and implementing the Storm Water Pollution Prevention Plan, preparing and implementing dust control plan, performing miscellaneous environmental mitigation measures, protecting existing landscaping or features in place, etc.
3. **Traffic Control-** This would include tasks such as vehicle traffic control, pedestrian traffic control, temporary phasing facilities, creating and implementing project phasing plans, etc.
4. **Demolition, Clearing and Grubbing-** This would include tasks for removing any existing landscaping, site feature or underground facility that is not to remain.
5. **Underground Utilities and Adjusting Utilities to Grade-** This would include all utility relocations, reconnections and adjustments to grade.
6. **Paving, Surface Treatments, and Signing and Striping-** This would include all tasks related to permanent surfaces such as asphalt concrete paving, concrete paving, concrete curb and gutter, Signing and Striping, etc.
7. **Site Furnishings, Water Features, and Art Features-** This would include all benches, bike racks, water features, art restoration and placement, etc.
8. **Site Electrical-** This will include all site electrical including street lighting, pedestrian lighting, controllers, conduits, speaker components, etc.
9. **Traffic Signalization and ITS Facilities-** This will include all traffic signal poles and components, ITS conduits and cables, and infrastructure.
10. **Landscaping and Irrigation-** This will include all landscaping and irrigation components.
11. **Construction Contingency-** This includes a planned 10% construction contingency for unforeseen items.
12. **Construction Engineering-** This includes all construction management items, environmental mitigation consultants and engineering support.

**ATTACHMENT B  
ESTIMATED PROJECT SCHEDULE**

Planned Completion of NEPA: May 16, 2014

Actual Start of Right of Way Acquisition: N/A  
Actual End of Right of Way Acquisition: N/A

Actual Start of Preliminary Engineering: October 1, 2012  
Planned End of Preliminary Engineering: June 30, 2014

Planned Start of Final Design: May 2, 2014  
Planned Completion of Final Design: June 2, 2014

Planned PS&E Approval June 15 2014

Planned Construction Contract Award Date: December 18, 2014

Planned Construction Start Date: March 31, 2015

Major Construction Activity	Start Date	End Date
1. Mobilization	March 31, 2015	February 29, 2016
2. Environmental Commitments	March 31, 2015	July 29, 2016
3. Traffic Control	March 31, 2015	July 29, 2016
4. Demolition, Clearing and Grubbing	April 20, 2015	February 12, 2016
5. Underground Utilities and Adjusting Utilities to Grade	April 27, 2015	February 26, 2016
6. Paving, Surface Treatments, and Signing and Striping	May 4, 2015	April 15, 2016
7. Site Furnishings, Water Features and Art Features	April 6, 2015	July 29, 2016
8. Site Electrical	April 27, 2015	May 15, 2016
9. Traffic Signalization and ITS Facilities	April 27, 2015	June 15, 2016
10. Landscaping and Irrigation	April 1, 2016	July 29, 2016

Planned Project Construction Substantial Completion and Open to Traffic Date: July 31, 2016

Planned Project Closeout Date: September 30, 2016

**ATTACHMENT C  
ESTIMATED PROJECT BUDGET**

<b>Activity</b>	<b>FY13 TIGER Funds</b>	<b>Local Funds</b>	<b>Other Funds</b>	<b>Planned Project Cost</b>
Mobilization	\$526,181	\$125,559	\$8,260	\$660,000
Environmental Commitments	\$859,644	\$205,132	\$13,496	\$1,078,272
Traffic Control	\$526,180	\$125,560	\$8,260	\$660,000
Demolition, Clearing & Grubbing	\$917,766	\$219,001	\$14,408	\$1,151,175
Underground Utilities and Adjusting Utilities to Grade	\$484,724	\$115,666	\$7,610	\$608,000
Paving, Surface Treatments and Signing and Striping	\$2,512,896	\$599,638	\$39,450	\$3,151,984
Site Furnishings, Water Features, and Art Features	\$3,356,232	\$800,879	\$52,689	\$4,209,800
Site Electrical	\$1,862,359	\$444,404	\$29,237	\$2,336,000
Traffic Signalization and ITS Facilities	\$1,398,671	\$333,756	\$21,959	\$1,754,386
Landscaping and Irrigation	\$825,864	\$197,071	\$12,965	\$1,035,900
10% Construction Contingency	\$1,327,051	\$316,667	\$20,833	\$1,664,551
Construction Engineering	\$1,327,052	\$316,667	\$20,833	\$1,664,552
<b>Total</b>	<b>\$15,924,620</b>	<b>\$3,800,000</b>	<b>\$250,000</b>	<b>\$19,974,620</b>

**ATTACHMENT D  
PERFORMANCE MEASUREMENT TABLE**

**Study Area:** Fulton Street between Tuolumne Street and Inyo Street, Fresno, California

**Table 1: Performance Measurement Table**

Measure	Description of Measure	Measurement Period	Reporting Period
Gross Revenue	Annual gross revenue of retail businesses within project area with comparison to similar corridor (Kings Canyon Boulevard) as point of reference	Baseline Measurement: Annual average, accurate as of February 28, 2015  Interim Performance Measures: Accurate as of July 31, 2017, annually	Baseline Measurement: May 31, 2015  Interim Performance Measures: For a period of 5 years, beginning September 30, 2017, annually
Annual Maintenance Cost	Maintenance cost performed by City forces and contractors to maintain the corridor in a serviceable and operable condition	Baseline Measurement: Annual average, accurate as of February 28, 2015  Interim Performance Measures: Accurate as of July 31, 2017, annually	Baseline Measurement: May 31, 2015  Interim Performance Measures: For a period of 5 years, beginning September 30, 2017, annually

<p>Average Annual Daily Traffic (ADT)</p>	<p>The total volume of vehicle traffic on Fulton Street per day</p>	<p>Baseline Measurement: Annual average, accurate as of February 28, 2015  Interim Performance Measures: Accurate as of July 31, 2017, annually</p>	<p>Baseline Measurement: May 31, 2015  Interim Performance Measures: For a period of 5 years, beginning September 30, 2017, annually</p>
<p>Average Daily Bike and Pedestrian Counts</p>	<p>Average daily bicycle and pedestrian counts using National Bicycle &amp; Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.</p>	<p>Baseline Measurement: Annual average, accurate as of February 28, 2015  Interim Performance Measures: Accurate as of July 31, 2017, annually</p>	<p>Baseline Measurement: May 31, 2015  Interim Performance Measures: For a period of 5 years, beginning September 30, 2017, annually</p>