RESOLUTION NO. 2019-22R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT WITH URBAN MINING COMPANY AND URBAN MINING DEVELOPMENT, LLC TO **PROVIDE FOR THE MUTUAL PARTICIPATION IN THE COST** OF CONSTRUCTING THE RATTLER ELECTRIC SUBSTATION OFF OF CLOVIS BARKER ROAD NEAR LEAH AVENUE; AND **DECLARING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The attached Contribution in Aid of Construction Agreement with Urban Mining Company and Urban Mining Development, LLC is hereby approved.

PART 2. The City Manager is authorized to execute the Agreement on behalf of the City.

PART 3. This resolution shall be in full force and effect from and after its passage.

ADOPTED on January 29, 2019.

Jane Hughson

Mayor

Attest:

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amie Lee Case Citv-Clerk

AGREEMENT FOR CONTRIBUTION IN AID OF CONSTRUCTION OF ELECTRIC UTILITY FACILITIES

This Agreement for Contribution In Aid of Construction of Electric Utility Facilities (the "Agreement") is entered into between the City of San Marcos, Texas (the "City"), a Texas municipal corporation, Urban Mining Company, a Delaware corporation ("UMC") and Urban Mining Development, LLC, a Delaware limited liability company ("UMC Development"). UMC and UMC Development may also be collectively referred to as the "Developers." The City and the Developers may also be referred to collectively as the "Parties" or individually as a "Party."

ARTICLE I RECITALS

Section 1.01. The City and Developers previously entered into a Chapter 380 Economic Development Incentive Agreement under which UMC agreed to build certain high technology manufacturing facilities and to create jobs and UMC Development agreed to develop land adjacent to UMC's facilities in accordance with certain conditions, all as set forth in said agreement.

Section 1.02. UMC's facilities are currently under construction and will require, before completion, the extension of electric service by the City. Future development of UMC Development's adjacent land is also dependent upon the extension of electric service to such land.

Section 1.03. The San Marcos Electric Utility Rules and Regulations allow the City to participate in the cost of electric service extensions when it can be determined that annual revenues to be paid by a large commercial or industrial electric customer (excluding pass through Fuel and Power Cost Recovery) will generate margins above the cost of constructing the extensions.

Section 1.04. Based on projections for future electric consumption by UMC the City has determined that UMC's electric consumption would generate annual revenues exceeding the cost of constructing the extensions.

Section 1.05. For these reasons and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties are entering into this Agreement for the purposes of outlining the terms under which the City will participate in the cost to extend electric service to Developers' respective property.

ARTICLE II DEFINITIONS

Section 2.01. *"Affiliate"* means any entity that directly or indirectly controls, is controlled by, or is under common control with, Developers.

Section 2.02. "Business" means the production of magnets from recycled rare earth materials to support a wide range of industrial sectors, including high performance electric motors, energy generation, transportation and military/defense and all related activities on Parcel 4 as shown in Exhibit A. "Business" shall, otherwise, have the same meaning as provided in the Chapter 380 Agreement.

Section 2.03. "Chapter 380 Agreement" means that certain Chapter 380 Economic Development Incentive Agreement between the City and Developers dated April 18, 2017, together with any amendments or modifications thereto.

Section 2.04. "*Effective Date*" means the date that UMC begins drawing permanent electric power at its facilities on Parcel 4 of Exhibit A through the Electric Service.

Section 2.05. "*Electric Service*" means the electric power service infrastructure constructed by the City to provide permanent electric service to UMC based on the electric usage projections provided by UMC as outlined in Exhibit B, and a 138kV electric substation to be constructed on an approximately 2.4 acre tract as shown in Exhibit A from which the Land and other areas within the City's ETJ may be provided with electric service as it develops.

Section 2.06. "Force Majeure Event" means any event or occurrence that is not within the control of City and prevents it or its contractor from completing the construction of the Electric Service including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of City or its contractor); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority other than the City; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency, other than the City, having jurisdiction over the City or the City's operations.

Section 2.07. *"Incentive"* means the City's participation in the amount of \$546,630.38 in the cost of extending Electric Service to UMC and the Land as outlined in Exhibit B, attached hereto and made a part hereof.

Section 2.08. "Incentive Repayment" means a payment in the amount of \$641,422.31 to be paid by UMC to City under Section 5.03 of this Agreement if UMC fails to use at least 152,424,000 kWh of electric power for operation of the Business during the Term of this Agreement or fails to maintain an annual average Power Factor of at least 97 percent, leading or lagging, in any year during the Term hereof.

Section 2.09. "*Land*" means those tracts of land identified in Exhibit A as Parcels 1, 2, 4, 5, 6 and 7, and the tract identified for "Proposed Storm Water Detention (3.12 Acres) and for an "Electric Service Sub-Station (2.4 Acres).

Section 2.10. "*Power Factor*" is the ratio of kilowatts to kilovolt-amperes (kW/kVA). kW (true power) is the demand; kVA is the apparent power.

Section 2.11. The "*Term*" of this Agreement shall commence on the date this Agreement is executed by all Parties and shall continue for a period of five years from the Effective Date unless sooner terminated under Section 5.03. However, the Term of this Agreement shall be continued for the limited purpose of Developers making the Incentive Repayment if one is required under Section 5.03.

ARTICLE III PRELIMINARY MATTERS

Section 3.01. Subject to Approvals. The provision of the Electric Service is dependent upon the construction by the City of a 138kV electric substation on an approximately 2.4 acre tract as identified in Exhibit A. The substation is subject to the approval of both the Electric Reliability Council of Texas ("ERCOT") and the Lower Colorado River Authority ("LCRA"). The City shall be responsible for processing all necessary requests to ERCOT and LCRA for such approvals. If the City's requests approvals of the substation are not approved by both ERCOT and LCRA, this Agreement shall terminate effective as of the date of the first denial. Notwithstanding the foregoing, UMC shall pay for costs of electric utility line extensions to the City's Redwood Road or McCarty Lane substations, together as with the City's costs to provide the service to UMC, i.e., prorated amounts of any substation transformers, expansions, etc., and such payment obligation will survive termination of this Agreement.

Section 3.02. Easements and Dedication of Land. The extension of electric utility service by the City to the Land will require Developers, at no cost to the City, to grant to the City electric utility and drainage easements across portions of the Land, and to convey to the City, in fee simple, approximately 2.4 acres of land for a 138 kV electric substation.

a. Easements. The required easements shall be generally located in the areas

as shown in red on Exhibit A. Following execution of this Agreement, UMC or UMC Development, as applicable will grant to the City, and its assigns, easements across their respective individually or jointly owned portions of the Land having a minimum width of five feet in each direction from the edges of any installed ductbanks or any other associated electric utility facilities, equipment or appurtenances using the standard form of easement promulgated by the City's Electric Utility Department. The City will obtain and pay for the cost of any as-built surveys necessary to delineate the final boundaries of the easements. The easements granted under this section shall additionally provide for rights of ingress and egress between Clovis Barker Road and the electric substation of sufficient width for the safe operation of the City's construction and maintenance vehicles as may be utilized for both construction and continuing maintenance of the substation and associated electric infrastructure.

b. Substation Tract. The portion of the Land required for location of the 138kV electric substation component of the Electric Service is shown in Exhibit A. Within 60 days following the last of the approvals of ERCOT and LCRA under Section 3.01, UMC Development shall convey to the City approximately 2.4 acres of land upon which the City may construct the electric substation. The conveyance to the City shall be by special warranty deed using the form of deed promulgated by the State Bar of Texas. The survey of the land to be conveyed shall be obtained and paid for by the City, but shall be subject to final mutual approval by the Parties.

i. Substation Drainage Easement. The substation requires drainage capacity outside the substation site. UMC agrees that, concurrently with the execution of the special warranty deed to the City under this subsection, UMC shall

grant a non-exclusive drainage easement to the City to allow storm water runoff from the substation site to flow into the detention facilities on the adjacent 3.12 acre "Drainage Easement" tract shown in Exhibit A.

c. Lienholders. Both the easements and the deed to the City under this article shall be free and clear of all liens, or any such liens shall be subordinated to the City's interests therein as evidenced by a duly executed release of lien or subordination agreement from each affected lienholder. Neither the easements nor the deed under this article shall be effective unless accepted in writing by the City.

ARTICLE IV CITY'S CONTRIBUTION IN AID OF CONSTRUCTION

Section 4.01. Consideration. City's agreement to make a contribution in aid of construction as provided for in this article is made in consideration for Developers' performance of their obligations under this Agreement.

Section 4.02. City's Capital Contribution. The City agrees to contribute \$572,051.34, the net balance of UMC Initial Cost Participation from Section 5.01, SMEU Incentive Payment identified in Section 2.07, "SMEU Cost" from Exhibit C less medium voltage cabling, and SMEU procurement and installation of the "UMC Cost" medium voltage cables as identified in Exhibits C and D, toward the actual cost of the Electric Service.

Section 4.03. City's Construction Obligation. On or before April 1, 2019, the City shall make its best effort to extend the first phase of Electric Service to UMC for operation of the Business on Parcel 4 of Exhibit A, to accommodate an initial peak usage of 4.0 MVA of electric power with a 60 percent load factor for three years of operation as outlined in Exhibit B. Initial electrical service will be provided through four 2,000 kVA transformers. The City shall be

responsible for procurement, installation, and testing of all medium voltage cabling as indicated on Exhibits C and D. On or before April 1, 2022 the Electric Service will be completed to accommodate a peak usage of 8.5 MVA with a 60 percent load factor for the balance of the Term as outlined in Exhibit B. The City's obligations under this section are subject to Developers' performance of their respective obligations under this Agreement and subject to any delays caused by the occurrence of a Force Majeure Event. If a Force Majeure Event occurs, the completion deadlines in this section shall be extended by a period of time mutually and reasonably agreed upon by the Parties.

ARTICLE V UMC'S OBLIGATIONS

Section 5.01. Initial Cost Participation and Construction. Within 30 days after the date of this Agreement, UMC shall make a cost participation payment to the City in the amount of \$350,000.00 to be applied by the City toward the costs of construction of the Electric Service. The City will advance an additional sum of \$285,000.00 toward the balance of UMC's participation in the cost of the Electric Service. In accordance with the terms of Article X of the Chapter 380 Agreement, UMC agrees that the City shall recover the \$285,000.00 advanced under this section by deducting such amount from one or more Grant Payments as defined in the Chapter 380 Agreement until recovered in full. UMC shall construct all infrastructure components for the extension of initial permanent electric service, including those components labelled as "UMC Cost" and SMEU Cost" in Exhibit C, and as shown in Exhibit D. Construction designs and methods shall comply with SMEU design guidelines and specifications.

Section 5.02. Transformers for Initial Electric Service. UMC shall procure the four 2,000 kVA transformers for the initial electric service referenced in Section 4.03. The assigned

value of these transformers for purposes of this Agreement is \$125,800.00. Such transformers must meet SMEU specifications and design guidelines. When such transformers are upgraded to 2,500 kVA transformers procured by the City, the City will apply a credit against the balance of the cost of the new transformers due from UMC equal to the depreciated value of the 2,000 kVA transformers as of the date the 2,500 kVA transformers are placed in service. The depreciated value of the 2,000 kVA transformers will be calculated using the straight line depreciation method assuming a 25 year life expectancy for the 2,000 kVA transformers starting as of the date they are placed in service.

Section 5.03. Incentive Repayment. UMC acknowledges that the City's agreement to cost participate in the construction of the Electric Service is an incentive that is based upon UMC's estimate of the electric power usage for operation of the Business on Parcel 4 of Exhibit A and the resulting revenue to be received by the City over the five year Term of this Agreement based on the current Large General Service-Secondary electric rate. UMC shall make an Incentive Repayment to City in the amount of \$641,422.31 if UMC fails to use at least 152,424,000 kWh of electric power during the five year Term of this Agreement or fails to maintain an annual average Power Factor of at least 97 percent, leading or lagging, during any calendar year within the Term. The Incentive Repayment shall be made by UMC within 30 days of the City's notification to UMC that the payment is due. UMC's failure to make the Incentive Repayment when due shall constitute an event of default under this Agreement and a cross-default under the Chapter 380 Agreement that entitles City to exercise the same rights and remedies for default under Article X of the Chapter 380 Agreement. In addition, the City may deduct the unpaid amount of the Incentive Payment from one or more Grant Payments as defined in the Chapter 380 Agreement as provided in Article X thereof until paid in full. Notwithstanding any remedies for default under the Chapter 380

Agreement, the City may terminate this Agreement and pursue any remedies available at law or in equity for UMC's default under this section.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF DEVELOPERS

As of the Effective Date, Developers represent and warrant to the City, as follows:

Section 6.01. Organization. Developers are duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to conduct business in the State of Texas. The activities that Developers and their Affiliates, successors or assigns propose to conduct on the Land may lawfully be conducted.

Section 6.02. Authority. The execution, delivery and performance by Developers of this Agreement are within Developers' powers and have been duly authorized.

Section 6.03. Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developers, enforceable against Developers in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

Section 6.04. No Defaults. To the actual knowledge of the individual signing this Agreement, the persons authorizing this Agreement, and the representatives that negotiated this Agreement, Developers not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which Developers are parties or by which Developers or any of their property is bound that would have any material adverse effect on Developers' ability to perform under this Agreement.

ARTICLE VII PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 7.01. Personal Liability of Public Officials. No employee or elected official of the City shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 7.02. Limitations on City Obligations. The Incentive Payment and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each fiscal year during the Term by the governing body of the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

ARTICLE VIII MISCELLANEOUS

Section 8.01. Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

Section 8.02. Amendments. This Agreement may only be amended, altered, or terminated by written instrument signed by all parties.

Section 8.03. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Developers may assign this Agreement in whole or in part to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of its assets or any similar transaction; provided that Developers provides the City with written notice promptly after any such assignment. The Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

Section 8.04. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

Section 8.05. Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), personal delivery or email, to the other Party at the addresses or email addresses below. Notice is effective: (a) when delivered personally; (b) three business days after sending by certified mail; (c) on the first business day after delivery by a nationally recognized courier service; or (d) on the first business day after sending by email. A "business day" for purposes of this paragraph is any day between and including Monday through Friday. Each Party may update its contact information by notice to the other. Routine business and technical correspondence must be in English, and may be in electronic form. The contact information for each Party is as follows:

UMC:	Urban Mining Company Attn: Scott Dunn, CEO 8201 E. Riverside Drive, Suite 150 Austin, TX 78744 Ph: (443) 617-9253 Email: scott@urbanminingco.com
UMC Development:	Urban Mining Development, LLC Attn: Eric Dunn, Manager 160 Seneca Shores Road Perryville, MD 21903 Ph: (410) 937-9799 Email: ericdunn6@icloud.com
City:	City of San Marcos, Texas Attn: City Manager 630 E. Hopkins San Marcos, Texas 78666 Ph: (512) 393- 8100 Email: citymanagerino@sanmarcostx.gov

Section 8.06. Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State. Venue for any legal proceedings shall lie in State courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas, Austin Division.

Section 8.07. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 8.08. Third Parties. The City and Developers intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City and Developers or permitted assignees of the City and Developers, except that the indemnification and hold harmless obligations by Developers provided for in this Agreement shall inure to the benefit of the indemnitees named therein.

Section 8.09. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section 8.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

EXECUTED in duplicate originals to be effective as of the date of the last signature below.

CITY OF SAN MARCOS, TEXAS:

By: City Manager Bert Li inbreras **URBAN MINING COMPANY:** By: Scott Dunn, CEO **URBAN MINING DEVELOPMENT, LLC** By: Name: SIOT DUNA Title: MANAGER

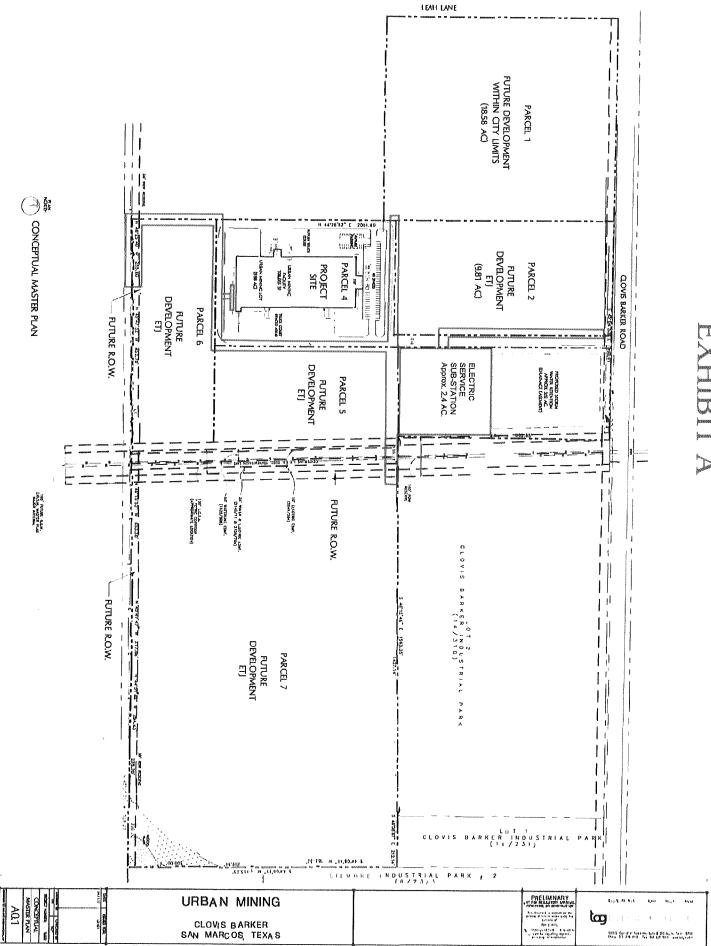


EXHIBIT B

The following assumptions were used in the incentive calculation:

- The electric rate for UMC will be the Large General Services Secondary rate tariff schedule
- For the duration of the incentive period, which is defined as the first five years of operation, the following apply:
 - the minimum monthly rate is \$218.40
 - \circ the cost per kWh is \$0.0102
 - the demand threshold is \$3.44 per kW
- As provided to the City by UMC for the purposes of this incentive calculation, during the first three of operations, the load would be 4,000 kVA with a load factor of 60%
- In years four and five of operation, the load increases to 8,500 kVA with a load factor of 60%
- Throughout the five year initial period, the power factor would be neither less than 0.97 lagging nor 0.97 leading.
- The bond rate is 3.25%.

The investment ratio, defined as the three year average of the ratio of the utility's principal and interest payments to revenue streams less pass through costs, is 19.77%.

The anticipated loads result in energy delivery to UMC of 152,424,000 kWh. The revenue derived by the City from these sales produces \$2,764,948.80. Applying the investment ratio to the revenue derived results in a maximum incentive of \$546,630.38.

The Incentive Repayment shall be calculated as the incentive amount, with compounded interest at the City's bond rate, in the amount of \$641,422.31 shall be paid by UMC to the City if UMC fails to use at least 152,424,000 kWh of electric power during the Term of this Agreement or fails to maintain an annual average power factor of at least 97% in any year during the Term hereof.

EXHIBIT B

 Operating/Payback in Years	5	
Years at "250T"	3	
Years at "13.5MW"	2	Highlighted cells
250T Demand (kW)	4,000	are inputs from
250T Load Factor (%)	60%	UMC
1000T Demand (kW)	8,500	
1000T Load Factor (%)	60%	

					"6.5 MW" - 25	от		********		 *****
	Usage (kWh)	[Basic (\$)	E	nergy Charge	De	mand Charge	P	CRF (\$/kWh)	Total (\$)
			218.40		0.0102		3.44		0.064754	
Monthly	1,752,000	\$	218.40	\$	17,870.40	\$	13,760.00	\$	113,449.01	\$ 145,297.81
Annual	21,024,000	\$	2,620.80	\$	214,444.80	\$	165,120.00	\$	1,361,388.10	\$ 1,743,573.70
Years at 250T	63,072,000	\$	7,862.40	\$	643,334.40	\$	495,360.00	\$	4,084,164.29	\$ 5,230,721.09
Revenues										\$ 1,146,556.80

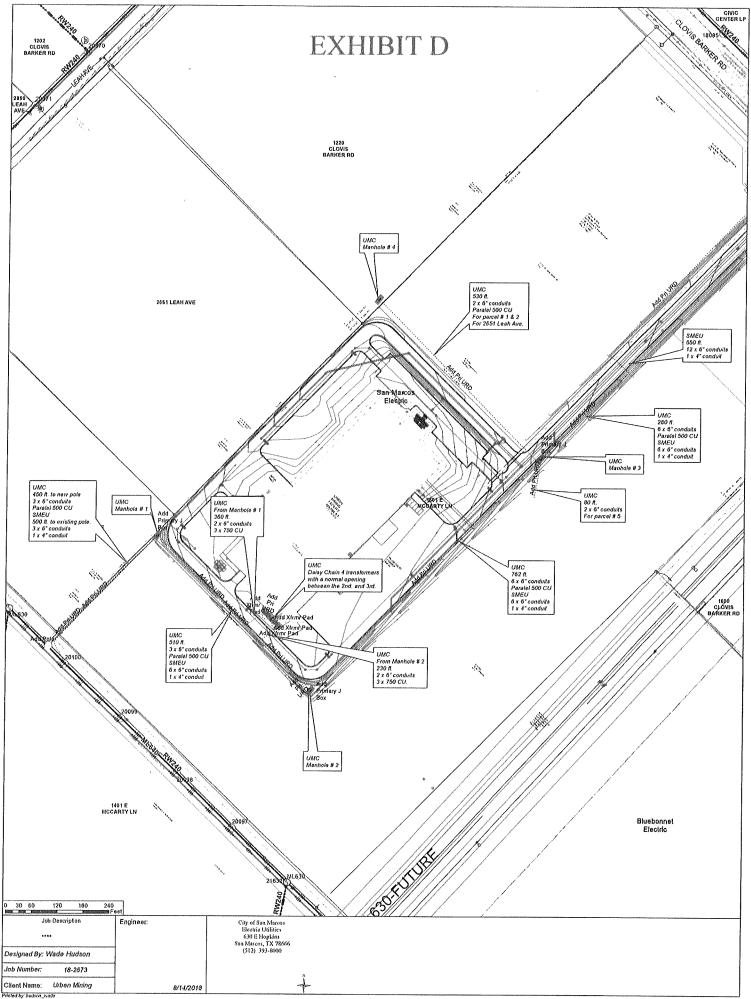
					"13.5 MW" - 10	00T		********		0944203300000000000000000000000000000000
	Usage (kWh)	1	Basic (\$)	E	nergy Charge (\$/kWh)	De	emand Charge (\$/kWh)	P	CRF (\$/kWh)	Total (\$)
			218.40		0.0102		3.44		0.064754	
Monthly	3,723,000	\$	218.40	\$	37,974.60	\$	29,240.00	\$	241,079.14	\$ 308,512.14
Annual	44,676,000	\$	2,620.80	\$	455,695.20	\$	350,880.00	\$	2,892,949.70	\$ 3,702,145.70
Years at 1000T	89,352,000	\$	5,241.60	\$	911,390.40	\$	701,760.00	\$	5,785,899.41	\$ 7,404,291.41
Revenues										\$ 1,618,392.00

Total Usage	152,424,000
Total Revenues	\$ 2,764,949
Incentive Ratio	19.77%
Max Incentive	\$ 546,630.38

EXHIBIT C

			CC/ L	PTUC/CC/1				A50000400
UMIC	UMC Cost				SMEU Cost			
Description	QTY	Unit	Total	Description	дī	Unit	Total	
Manhole #1 to Manhole #2				McCarty to Manhole #1				Π
6" PVC Purchase & Install	1530	LF	\$ 38,642.00	4" PVC Purchase & Install	500	5	\$ 10.055.00	00
Manhole Purchase	1	EA	\$ 10,000.00	6" PVC Purchase & Install	2850			
Manhole Install	1	SUB	\$ 9,614.00	Manhole Purchase	1	EA	S 10.000.00	00
Manhola #1 to Transformat				Manhole Install	1	SUB		1.00
6" PVC Purchase & Install	014	-						
	120	5	> 18,184.00	Manhole #1 to Manhole #2		1		
Manhole #2 to Transformer				4 rvc rucciase & Install 6" PVC Purchase & Install	015	<u> </u>		8
6" PVC Purchase & Install	460	L	\$ 11,618.00		nenc	5	\$ 11,283.00	3.
				Manhole #2 to Manhole #3				
Manhole #2 to Manhole #3				4" PVC Purchase & Install	762	5	\$ 15,324.00	1.00
6" PVC Purchase & Install	4572	LF	\$ 115,470.00	6" PVC Purchase & Install	4572	5	S 115.470.00	00
Manhole Purchase	1	EA	\$ 10,000.00					
Manhole Install	1	SUB	\$ 9,614.00	Manhole #3 to North				
				4" PVC Purchase & Install	260	EF.	\$ 5,229.00	00.6
Niannoie #3 to Manhole #4				6" PVC Purchase & Install	1560	5	["	8
6" PVC Purchase & Install	1060	Ŀ						T
Manhole Purchase	-1	EA	Ч	North to Clovis Barker				l
Manhole Install		SUB	\$ 9,614.00	4" PVC Purchase & Install	700	5	\$ 11,061.00	00
				6" PVC Purchase & Install	8400	3	1	8
				Manhole Purchase	1	EA	\$ 10,000.00	0.0
o rvc rurchase & Install	160	5	\$ 4,041.00	Manhole Install	1	SUB	\$ 9,614.00	0.0
<u>Manhole #3 to North</u>				Spoils Haud Off		1		6
6" PVC Purchase & Install	1560	г	\$ 39,399.00		+	3	000004/2T ¢	20.7
				Layout				Τ
Spoils Haul Off	-	ง	\$ 6,400.00	68% of conduit	3898	LF	\$ 4,872.50	2.50
Lavout				Addisional & Baartal and Charle				
27% of coordinite		L	İ	Auditional 4 Iviannoles per SivieU	4	EA		8
	+cor	5	NC 267'7 ¢	Install	4	SUB	\$ 38,456.00	8
SUBTOTAL			\$ 321,659.50	SUBTOTAL			S 658 903 50	C S
Contingency	4%		\$ 12,866.38	Contingency	4%			14
SUBTOTAL			\$ 334,525.88	SUBTOTAL			Θ	64
Insurance	0.45%			Insurance	0.45%		\$ 3,083.67	.67
SUBTOTAL SUBTOTAL			\$ 336,031.25	SUBTOTAL			ö	131
Overnead and profit per contract	6.50%			Overhead and profit per contract	6.50%		\$ 44,742.32	.32
<u>UMC TOTAL</u>			\$ 357,873.28	SMEU TOTAL			\$ 733,085.62	53

UMC Cable Portion able 1 and labor 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Cable Cost	a) Antonia Antonia	SMEU Cable Portion			
· · ·	747,414.00			<u>ר</u>	5 75,133.00	00



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