

# ORIGINAL

## AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS FOR CLASS 1 SUBDIVISION BETWEEN COUNTY AND OWNER

**THIS AGREEMENT**, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as “County”), and **LENNAR HOMES OF CALIFORNIA, INC.**, a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1420 Rocky Ridge Drive, Suite 320, Roseville, California 95661 (hereinafter referred to as “Owner”); concerning **HAWK VIEW – UNIT 2, TM 00-1371-R/TM 00-1371-E** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

### RECITALS

Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as Hawk View – Unit 2, TM 00-1371-R/TM 00-1371-E. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County’s Board of Supervisors of the Conditions of Approval, and the Final Map to be filed and recorded, the parties agree as follows:

### AGREEMENT

#### **OWNER WILL:**

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as “Code”) and shown or described in the improvement plans, specifications and cost estimates entitled Improvement Plans for Hawk View – Unit 2, TM 00-1371-R/TM 00-1371-E, which were approved by the County Engineer, Department of Transportation, on February 27, 2018. Attached hereto is Exhibit A, marked “Hawk View – Unit 2, Bond Estimate;” and Exhibit B, marked “Certificate of Partial Completion of Subdivision Improvements,” both exhibits which are incorporated herein and made by reference a part hereof. Exhibit A describes quantities, units, and costs associated with the improvements to be made.

2. Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way and obtain any necessary permits from any outside agencies.

3. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.

4. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and County's Grading, Erosion, and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

5. Post security acceptable to County as provided in Section 120.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.

6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

7. Provide deposit for and pay to County all costs of construction oversight, inspection, administration, and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of the Board of Supervisors of El Dorado County.

8. Have as-built plans prepared by a civil engineer acceptable to County's Department of Transportation and filed with the Department of Transportation Director as provided in Section 120.16.060 of the Code.

9. Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.

10. To the fullest extent allowed by law, defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any contractor(s), subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees, and representatives, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.

12. Provide continuous, sufficient access to County, Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

13. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of Owner.

**COUNTY WILL:**

14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 120.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

15. Upon receipt of a Certificate from County Engineer stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 120.16.040 of the Code.

16. Release the security posted in accordance with Sections 120.16.040 and 120.16.052 of the Code.

17. Require Owner to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the plans, specifications, and cost estimates as may be deemed by County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated.

18. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications, and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by County Engineer to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements, and County's Grading, Erosion, and Sediment Control Ordinances.

19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's road system for maintenance.

20. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

21. Require Owner to pay County for costs, expenses, and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

**ADDITIONAL PROVISIONS:**

22. The estimated cost of installing all of the improvements is **Two Million One Hundred Ninety-Six Thousand Eight Hundred Eighty-Three Dollars (\$ 2,196,883.00)**.

23. Owner shall conform to and abide by all Federal, State, and local building, labor and safety laws, ordinances, rules, and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to the improvement plans and specifications and cost estimates, is to be construed to permit work not conforming to these codes.

24. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

25. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

26. Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.

27. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn.: Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn.: Adam Bane, P.E.  
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Lennar Homes of California, Inc.  
1420 Rocky Ridge Drive, Suite 320  
Roseville, California 95661  
Attn.: Mr. Sean MacDiarmid  
Project Manager

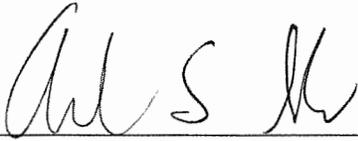
or to such other location as Owner directs.

28. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, P.E., Deputy Director, Development/ROW/ Environmental, Department of Transportation, or successor.

29. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

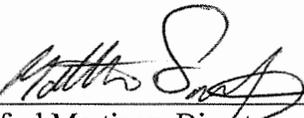
30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Division and Contract Administrator Concurrence:**

By:   
Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental  
Department of Transportation

Dated: JUNE 24, 2019

**Requesting Department Concurrence:**

By:   
Rafael Martinez, Director  
Department of Transportation

Dated: 6/24/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:

James S. Mitrison

Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

Dated: \_\_\_\_\_

--LENNAR HOMES OF CALIFORNIA, INC.--

By: \_\_\_\_\_

Larry Gualco  
Vice President

Dated: 5/31/19

*Notary Acknowledgment Attached*

OWNER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

SACRAMENTO

On MAY 31, 2019 before me, ROSA CATANZARO, NOTARY PUBLIC,  
(here insert name and title of the officer)

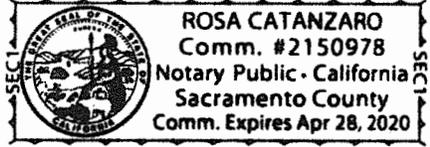
personally appeared LARRY GUALDO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rosa Catanzaro



(Seal)



Traci Williams &lt;traci.williams@edcgov.us&gt;

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**[td-all-m] Out of Office June 24 - 28, 2019**

1 message

**Rafael Martinez** <rafael.martinez@edcgov.us>

Mon, Jun 24, 2019 at 8:04 AM

To: td-all-m@edcgov.us, Donald Ashton &lt;don.ashton@edcgov.us&gt;, Joe Harn &lt;joe.harn@edcgov.us&gt;

Cc: Cindy Munt &lt;cindy.munt@edcgov.us&gt;, Elaine Gelber &lt;elaine.gelber@edcgov.us&gt;, Kathy Witherow

&lt;kathy.witherow@edcgov.us&gt;, Marcie MacFarland &lt;marcie.macfarland@edcgov.us&gt;, Karen Feathers

&lt;karen.feathers@edcgov.us&gt;, Jennifer Franich &lt;jennifer.franich@edcgov.us&gt;, Shelley Wiley &lt;shelley.wiley@edcgov.us&gt;, Kathy

Flessing &lt;kathy.flessing@edcgov.us&gt;, Becky Morton &lt;becky.morton@edcgov.us&gt;

Hello,

I will be out of the office June 24 - June 28, 2019. During my absence, I am delegating signature authority to Matt Smeltzer, Deputy Director. If you need immediate assistance, please contact Transportation at 530-621-5900 or road.maintenance@edcgov.us.

**Rafael Martinez**

Director

**County of El Dorado**

Department of Transportation

2850 Fairlane Court

Placerville, CA 95667

(530) 621-7533 / FAX (530) 626-0387

rafael.martinez@edcgov.us



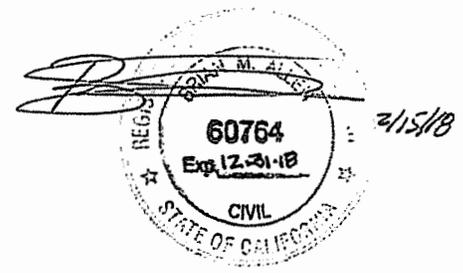
**HAWK VIEW - UNIT 2**  
**BOND ESTIMATE**  
**FEBRUARY 14, 2018**

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
<b>EROSION CONTROL</b>					
1	Erosion Control Measures & SWPPP Compliance	3.3	ac	\$6,200.00	\$20,460
2	Fugitive Dust Control	3.3	ac	\$2,000.00	\$6,600
				<b>Subtotal</b>	<b>\$27,060</b>
<b>STREETS &amp; MISCELLANEOUS</b>					
3	3" A.C.	79,815	sf	\$1.75	\$139,676
4	5" A.B.	43,110	sf	\$1.10	\$47,421
5	6" A.B. Service Road (To SSMH #14)	1,230	sf	\$1.30	\$1,599
6	8" A.B.	36,705	sf	\$1.75	\$64,234
7	Curb and Gutter Type 1 & 2	4,566	lf	\$20.00	\$91,320
8	Barrier Curb, Type 3	32	lf	\$16.00	\$512
9	4" PCC Sidewalk/ 4" AB	18,431	sf	\$5.10	\$93,998
10	Pedestrian Ramps	3	ea	\$1,190.00	\$3,570
11	Remove Street Barricade	4	ea	\$350.00	\$1,400
12	Remove E Storm Drain Line	52	lf	\$20.00	\$1,040
13	Stop Sign	1	ea	\$380.00	\$380
14	Stop Sign w/ Street Sign	1	ea	\$1,000.00	\$1,000
15	Street Signs	2	ea	\$380.00	\$760
16	Fire Lane Entrance Sign	1	ea	\$350.00	\$350
17	Stop Bar Striping	1	ea	\$300.00	\$300
18	No Parking Striping	1,857	lf	\$0.43	\$799
19	Excavation (Sections S1-S3, Sheet 9)	76	cy	\$15.25	\$1,159
				<b>Subtotal</b>	<b>\$449,518</b>
<b>DRAINAGE IMPROVEMENTS</b>					
20	12" Storm Drain	81	lf	\$35.00	\$2,835
21	18" Storm Drain	1,450	lf	\$45.00	\$65,250
22	24" Storm Drain	281	lf	\$61.00	\$17,141
23	18" FES	1	ea	\$900.00	\$900
24	CalTrans Type "GO" Drop Inlet Incl. Gutter Depression	9	ea	\$3,600.00	\$32,400
25	Flexstorm Post Construction PC Filter Bag	9	ea	\$750.00	\$6,750
26	48" Storm Drain Manhole	10	ea	\$4,700.00	\$47,000
27	48" Storm Drain Manhole w/ Bolt Down Grate	1	ea	\$5,000.00	\$5,000
28	RSP No. 3 Backing Incl Fabric	11.1	cy	\$81.30	\$902
29	Connect to E Storm Drain	3	ea	\$1,500.00	\$4,500
30	T.V. Storm Drain	1,812	lf	\$2.05	\$3,715
				<b>Subtotal</b>	<b>\$186,393</b>

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
<b>SANITARY SEWER</b>					
31	6" Gravity Sewer	2,654	lf	\$57.00	\$151,278
32	48" SS Manhole	6	ea	\$6,645.00	\$39,870
33	48" SS Manhole w/Lining	7	ea	\$9,986.00	\$69,902
34	60" SS Manhole	1	ea	\$9,075.00	\$9,075
35	Sewer Cleanout	1	ea	\$848.00	\$848
36	Sewer Services	54	ea	\$1,766.00	\$95,364
37	Connect to E Sewer	2	ea	\$1,500.00	\$3,000
38	T.V. Sewer	2,654	lf	\$2.05	\$5,441
				<b>Subtotal</b>	<b>\$374,778</b>
<b>DOMESTIC WATER</b>					
39	6" Pipe Including Fittings	97	ea	\$52.00	\$5,044
40	8" Pipe Including Fittings	2,104	ea	\$49.00	\$103,096
41	6" Gate Valve	1	ea	\$1,609.00	\$1,609
42	8" Gate Valve	5	ea	\$1,843.00	\$9,215
43	Water Service	55	ea	\$1,452.00	\$79,860
44	2" Blow Off Valve	2	ea	\$1,842.00	\$3,684
45	Fire Hydrant & Appurtenances	5	ea	\$5,855.00	\$29,275
46	Connect to E Water	4	ea	\$1,500.00	\$6,000
				<b>Subtotal</b>	<b>\$237,783</b>
<b>DRY UTILITIES</b>					
47	Includes - Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	55	lot	\$7,000.00	\$385,000
				<b>Subtotal</b>	<b>\$385,000</b>
<b>Subtotal Estimated Direct Construction Cost</b>					<b>\$1,660,531</b>
48	Mobilization (5%)				\$83,027
<b>Total Estimated Direct Construction Cost</b>					<b>\$1,743,558</b>
<b>SOFT COSTS</b>					
A	Bond Enforcement Costs	2%			\$34,871
B	Construction Staking	4%			\$69,742
C	Construction Management and Inspection	10%			\$174,356
D	Contingency	10%			\$174,356
				<b>Total Soft Costs</b>	<b>\$453,325</b>
<b>Total Estimated Cost</b>					<b>\$2,196,883</b>

 2-26-18  
 EDC - CDA - TD: No exceptions taken

  
 EID: No exceptions taken



**Certificate of Partial Completion of Subdivision Improvements**

I hereby certify that the following improvements for Hawk View, Unit 2 - TM 00-1371-R/TM 00-1371-E have been completed, to wit:

	Total Amount	Percent Completed	Remaining Amount
Erosion Control	\$ 27,060.00	0%	\$ 27,060.00
Streets & Misc Improvements	\$ 449,518.00	0%	\$ 449,518.00
Drainage Improvements	\$ 186,393.00	0%	\$ 186,393.00
Sewer Improvements	\$ 374,778.00	60%	\$ 149,911.00
Domestic Water	\$ 237,783.00	0%	\$ 237,783.00
Dry Utilities	\$ 385,000.00	0%	\$ 385,000.00
Mobilization (5%)	\$ 83,027.00		\$ 71,783.00
Bond Enforcement (2%)	\$ 34,871.00		\$ 30,149.00
Construction Staking (4%)	\$ 69,742.00		\$ 60,298.00
Construction Management & Inspection (10%)	\$ 174,356.00		\$ 150,745.00
Contingency (10%)	\$ 174,356.00		\$ 150,745.00
<b>Total</b>	<b>\$2,196,883.00</b>		<b>\$ 1,899,385.00</b>

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be Two Million One Hundred Ninety-Six Thousand Eight Hundred Eighty-Three Dollars and Zero Cents (\$2,196,883.00).

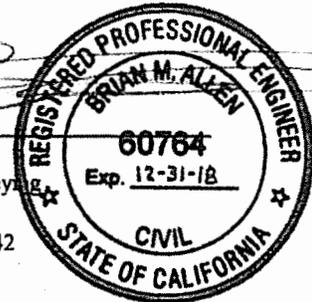
I estimate the total cost of completing the remainder of the improvements to be One Million Eight Hundred Ninety-Nine Thousand Three Hundred Eighty-Five Dollars and Zero Cents (\$1,899,385.00) and the total cost of the completed work to be Two Hundred Ninety-Seven Thousand Four Hundred Ninety-Eight Dollars and Zero Cents (\$297,498.00).

The amount of the Performance Bond is One Million Eight Hundred Ninety-Nine Thousand Three Hundred Eighty-Five Dollars and Zero Cents (\$1,899,385.00), representing 100% of the Total

The amount of the Laborers and Materialmens Bond is One Million Ninety-Eight Thousand Four Hundred Forty-Three Dollars and Fifty Cents (\$1,098,441.50), which is 50% of the Total Cost of the Improvements.

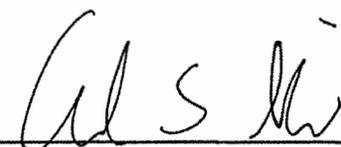
DATED: \_\_\_\_\_

  
 Brian M. Allen, PE 60764  
 CTA Engineering & Surveying  
 3233 Monier Circle  
 Rancho Cordova, CA 95742



**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: 7/12/2018

  
 Andrew S. Gaber, P.E.  
 Deputy Director  
 Development/ROW/Environmental