

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 **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, Suite 100, El Dorado Hills, California 95762 (hereinafter referred to as “Owner”); concerning **SERRANO VILLAGE K1/K2, UNIT 4, TM01-1377R** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 21st day of September, 2022.

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 Serrano Village K1/K2, Unit 4, TM01-1377R. 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 Plans for the Improvement of Serrano Village K1/K2, Unit 4 (TM01-1377R), which were approved by the County Engineer, Department of Transportation, on June 11, 2020. Attached hereto is Exhibit A, marked “Improvement Plans for Serrano Village K1/K2, Unit 4 (TM01-1377R) Engineer’s Opinion of Probable Construction Costs,” and Exhibit B, marked “Certificate of Partial Completion of Subdivision Improvements,” all of which exhibits are incorporated herein and made by reference a part hereof. The Exhibit 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 incurred by the County in conjunction with this Agreement.

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 provided the amount of such changes in the improvements does not exceed ten percent (10%) of the total estimated cost of the public improvements.

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. If any legal action, including arbitration or an action for declaratory relief, is brought by either party to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party, in addition to any other relief to which that party is entitled.

ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is **THREE MILLION FIVE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND TWENTY-THREE CENTS (\$3,546,839.23).**

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:

Serrano Associates, LLC
4525 Serrano Parkway, Suite 100
El Dorado Hills, California 95762

Attn.: Thomas M. Howard
Vice President of Construction/Project Manager

or to such other location as Owner directs.

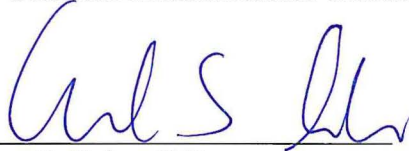
28. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, P.E., Deputy Director, Development/ROW/ Environmental, Department of Transportation, or successor.

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. This document and the documents referred to herein and exhibits attached hereto are the entire Agreement between the parties concerning the subject matter hereof.


31. 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 Contract Administrator Concurrence:

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

Dated: 3/26/2021

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 3/17/21

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: 
Board of Supervisors
"County"

Dated: 9-21-21

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 9-21-21

--SERRANO ASSOCIATES, LLC--
a Delaware Limited Liability Company

By: Parker Development Company
a California Corporation
its Managing Member

By: 
L. Clark Winn
Chief Financial Officer
"Owner"

Dated: 02-17-21

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 El Dorado

On 2-17-21 before me, Florence Tanner, Notary Public,
(here insert name and title of the officer)

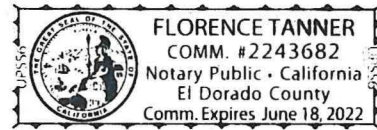
personally appeared L. Clark Winn,

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 Florence Tanner



(Seal)

Serrano Associates, LLC

Exhibit A

**Improvement Plans for Serrano - Village K1/K2 Unit 4 (TM #01-1377R)
Engineer's Opinion of Probable Construction Cost**

Job number: 2677.236
Date: 6/3/2020
Plan Set Date: 6/5/2020
Prepared by: GC
Reviewed by: DDS

RE.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303
www.reyengineers.com



Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
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EROSION CONTROL

1	Erosion Control Measures & SWPPP Compliance	1	LS	\$30,000.00	\$30,000.00
2	Fugitive Dust Control	1	LS	\$20,000.00	\$20,000.00
Erosion Control Subtotal					\$50,000.00

STREET IMPROVEMENTS

3	3" AC	136,383	SF	\$2.35	\$320,500.05
4	8" AB	136,383	SF	\$2.00	\$272,766.00
5	6" AB - Access/Maintenance Road	10,105	SF	\$1.25	\$12,631.25
6	Type 1 - Rolled Curb & Gutter (Modified)	6,446	LF	\$22.50	\$145,035.00
7	Sawcut Existing Pavement	1,627	LF	\$2.25	\$3,660.75
8	Pavement Removal (Includes 10" line in Raphael Drive)	726	SF	\$5.00	\$3,630.00
9	Raphael Dr. Pavement Restoration for 10" Line (3"AC/8"AB)	691	SF	\$7.50	\$5,182.50
10	Traffic Barricade w/ W31 Sign (3)	38	LF	\$43.00	\$1,634.00
11	Construction Area Signs	1	LS	\$3,000.00	\$3,000.00
Street Improvements Subtotal					\$768,039.55

POTABLE WATER IMPROVEMENTS

12	6" Fire Hydrant Line (DR-14)	149	LF	\$62.00	\$9,238.00
13	6" PVC C900, DR-14	235	LF	\$62.00	\$14,570.00
14	8" PVC C900, DR-14	669	LF	\$54.00	\$36,126.00
15	8" PVC C900, DR-18	1,712	LF	\$54.00	\$92,448.00
16	10" PVC C900, DR-14	1,106	LF	\$65.00	\$71,890.00
17	10" DIP, CL350	272	LF	\$85.00	\$23,120.00
18	6" Gate Valve	1	EA	\$1,729.00	\$1,729.00
19	8" Gate Valve	10	EA	\$1,922.00	\$19,220.00
20	10" Gate Valve	7	EA	\$2,457.00	\$17,199.00
21	8" to 6" Reducer	2	EA	\$750.00	\$1,500.00
22	10" to 8" Reducer	1	EA	\$950.00	\$950.00
23	2" Blow Off	2	EA	\$2,087.00	\$4,174.00
24	1" Air Release Valve	1	EA	\$2,977.00	\$2,977.00
25	2" Air Release Valve	1	EA	\$4,877.00	\$4,877.00
26	Fire Hydrant Assembly	9	EA	\$6,149.00	\$55,341.00
27	1" Service	43	EA	\$1,521.00	\$65,403.00
28	Pressure Reducing Station	1	EA	\$50,000.00	\$50,000.00
29	Connect to Existing 10" Line by Cut-In Tee	1	EA	\$7,500.00	\$7,500.00
30	Remove Ex. BO & Connect to Existing 6" Line	2	EA	\$2,000.00	\$4,000.00
Potable Water Subtotal					\$482,262.00

AGMT 21-54970
Exhibit A

DRAINAGE IMPROVEMENTS

31	12" HDPE	134	LF	\$47.00	\$6,298.00
32	18" HDPE	1,705	LF	\$60.00	\$102,300.00
33	24" HDPE	108	LF	\$82.00	\$8,856.00
34	Type 'B' Drainage Inlet	6	EA	\$3,350.00	\$20,100.00
35	Reinforced Type 'B' Drainage Inlet	5	EA	\$3,600.00	\$18,000.00
36	Type 'GO' Inlet	1	EA	\$4,800.00	\$4,800.00
37	Pelican Gallery Santa Rosa Inlet	1	EA	\$2,450.00	\$2,450.00
38	48" Manhole	11	EA	\$6,300.00	\$69,300.00
39	Adjust Drainage Inlet to Grade	1	EA	\$750.00	\$750.00
40	Adjust Storm Drain Manhole Rim to Grade	1	EA	\$750.00	\$750.00
41	TV Inspection	1,947	LF	\$2.30	\$4,478.10
Drainage Subtotal					\$238,082.10

SEWER IMPROVEMENTS

42	6" PVC, SDR-26	3,716	LF	\$71.00	\$263,836.00
43	48" Manhole	10	EA	\$7,057.00	\$70,570.00
44	48" Manhole with Lining	5	EA	\$10,368.00	\$51,840.00
45	Sewer Service - Gravity	24	EA	\$1,950.00	\$46,800.00
46	Sewer Service - Pump to Gravity	19	EA	\$2,519.00	\$47,861.00
47	TV Camera Inspection	3,716	LF	\$2.30	\$8,546.80
48	6" Sewer Clean Out	3	EA	\$911.00	\$2,733.00
49	Line Existing 48" Manhole	1	EA	\$3,000.00	\$3,000.00
50	Repair Lining to Existing 60" Manhole	1	EA	\$1,500.00	\$1,500.00
51	Adjust Existing 60" Manhole Rim to Grade	1	EA	\$1,000.00	\$1,000.00
52	Remove Ex. Sewer Stub & Connect to Ex. 48" Manhole	1	EA	\$2,000.00	\$2,000.00
53	Remove Ex. Sewer Stub & Connect to Ex. 60" Manhole	1	EA	\$3,000.00	\$3,000.00
Sewer Subtotal					\$502,686.80

RECYCLED WATER IMPROVEMENTS

54	8" PVC, C900, DR-14	3,697	LF	\$48.00	\$177,456.00
55	8" Gate Valve	9	EA	\$1,894.00	\$17,046.00
56	2" Blow Off	3	EA	\$1,850.00	\$5,550.00
57	1" Air Release Valve	2	EA	\$2,891.00	\$5,782.00
58	1" Service	43	EA	\$1,514.00	\$65,102.00
59	8" to 6" Reducer	2	EA	\$750.00	\$1,500.00
60	Remove Ex. BO & Connect to Existing 6" Line	2	EA	\$2,000.00	\$4,000.00
Recycled Water Subtotal					\$276,436.00

DRY UTILITY COSTS

61	Includes- Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	46	LOT	\$7,900.00	\$363,400.00
Dry Utility Subtotal					\$363,400.00

Total Construction Cost **\$2,680,906.45**

Mobilization (5% of Estimated Direct Construction Cost) **\$134,045.32**

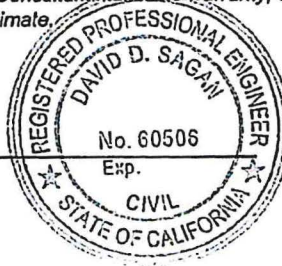
Total Hard Cost **\$2,814,951.77**

SOFT COSTS

A	Bond Enforcement Costs	2%		\$56,299.04
B	Construction Staking	4%		\$112,598.07
C	Construction Management & Inspection	10%		\$281,495.18
D	Contingency	10%		\$281,495.18
Subtotal Soft Cost				\$731,887.46
Total Estimated Cost				\$3,546,839.23

In providing construction cost estimates, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's construction cost estimates are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's cost estimate.

R.E.Y. Engineers, Inc.



6/5/2020
Date

EID: No Exceptions Taken

6/10/20
Date

EDC-CDA-TD: No Exceptions Taken

6/10/2020
Date

Serrano Associates, LLC
Exhibit B

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Serrano Village K1/K2, Unit 4 (TM 01-1377R) have been completed, to wit:

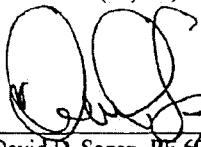
	Total Amount	Percent Completed	Remaining Amount
Erosion Control and Fugitive Dust	\$ 50,000.00	45%	\$ 27,500.00
Street Improvements	\$ 768,039.55	0%	\$ 768,039.55
Potable Water Improvements	\$ 482,262.00	85%	\$ 72,339.30
Drainage Improvements	\$ 238,082.10	90%	\$ 23,808.21
Sewer Improvements	\$ 502,686.80	85%	\$ 75,403.02
Recycled Water Improvements	\$ 276,436.00	85%	\$ 41,465.40
Dry Utilities	\$ 363,400.00	0%	\$ 363,400.00
Mobilization (5%)	\$ 134,045.32		\$ 68,597.77
Bond Enforcement (2%)	\$ 56,299.04		\$ 28,811.07
Construction Staking (4%)	\$ 112,598.07		\$ 57,622.13
Construction Management & Inspection (10%)	\$ 281,495.18		\$ 144,055.33
Contingency (10%)	\$ 281,495.18		\$ 144,055.33
Total	\$ 3,546,839.23		\$ 1,815,097.10

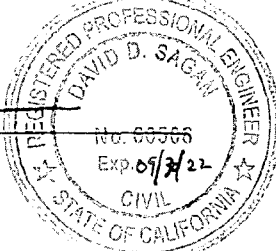
I estimate the total cost of completing the improvements agreed to be performed by the Subdivider to be **Three Million Five Hundred Forty-Six Thousand Eight Hundred Thirty-Nine Dollars and Twenty-Three Cents (\$3,546,839.23)**.

The amount of the Performance Bond is **One Million Eight Hundred Fifteen Thousand Ninety-Seven Dollars and Ten Cents (\$1,815,097.10)**, representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is **One Million Seven Hundred Seventy-Three Thousand Four Hundred Nineteen Dollars and Sixty-Two Cents (\$1,773,419.62)**, which is 50% of the Total Cost of the Improvements.

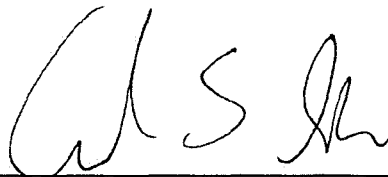
DATED: 2/9/2021


 David D. Sagan, PE 60506
 R.E.Y. Engineers, Inc.
 905 Sutter Street, Suite 200
 Folsom, CA 95630



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 2/9/2021


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