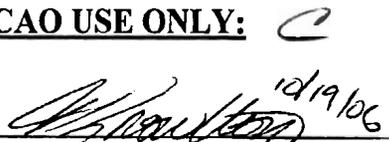


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of October 31, 2006**

AGENDA TITLE: Silver Springs, LLC – Road Improvement Agreement #AGMT 06-1111

DEPARTMENT: Transportation	DEPT SIGNOFF: 	CAO USE ONLY: 
CONTACT: Jim Ware		
DATE: 10/05/06	PHONE: 621-7533	

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The El Dorado County Department of Transportation recommends the Board of Supervisors:

1. Approve the Road Improvement Agreement with Silver Springs, LLC for funding of design and construction costs for the intersection and signalization improvements to the Green Valley Road/Silver Springs Parkway intersection and for the intersection and turning lanes improvement project at the Green Valley/Deer Valley Road (West) intersection.
2. Authorize Chairman of the Board to execute the Road Improvement Agreement.

Board approved subdivision Improvement Agreement for Silver Springs on 9/26/06

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Gilo 10/20/06*

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Funding Source: <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other
BUDGET SUMMARY:		Other: Developer Funds
Total Est. Cost	\$1,695,801	CAO Office Use Only:
Funding		4/5's Vote Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Budgeted	_____	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding	_____	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings	_____	CONCURRENCES:
Other	\$1,695,801	Risk Management <input checked="" type="checkbox"/>
Total Funding	\$1,695,801	County Counsel <input checked="" type="checkbox"/>
Change in Net County Cost	-0-	Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or _____
Ayes: _____
Noes: _____
Abstentions: _____
Absent: _____

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION



El Dorado Hills Office:
4950 Hillside Circle
El Dorado Hills, CA 95762
Phone: (530) 621-5988
Fax: (916) 941-8910

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



October 5, 2006

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: Silver Springs, LLC – Road Improvement Agreement #AGMT 06-1111

Meeting Date: October 31, 2006

District/Supervisor: Districts I & IV - Supervisor Rusty Dupray

Dear Members of the Board:

Recommendation:

The Department of Transportation (DOT) recommends the Board of Supervisors:

1. Approve the Road Improvement Agreement with Silver Springs, LLC for funding of design and construction costs for the intersection and signalization improvements to the Green Valley Road/Silver Springs Parkway intersection and for the intersection and turning lanes improvement project at the Green Valley/Deer Valley Road (West) intersection.
2. Authorize Chairman of the Board to execute the Road Improvement Agreement.

Reason for Recommendation:

Pursuant to the Subdivision Improvement Agreement for the Silver Springs Unit 1 subdivision, the Developer was conditioned to enter into a Road Improvement Agreement to fund the design and construction costs at the Green Valley Road/Silver Springs Parkway intersection and for the intersection and turning lanes improvement project costs at the Green Valley/Deer Valley Road (West) intersection.

The Board approved the Final Map and the Subdivision Improvement Agreement for Silver Springs Unit 1 on September 26, 2006.

Fiscal Impact:

Based on the Improvement Schedules provided for these two intersections, the cost to complete the work is \$1,695,801.00, to be paid for by the Developer. Per the Conditions of Approval for the Final Subdivision Map, up to 50% of the costs incurred, as advanced by the Developer, are eligible for reimbursement from the TIM fee program for the Green Valley Road/Silver Springs Parkway intersection, and up to 100% of the costs are eligible for reimbursement for the Green Valley/Deer Valley Roads (West) intersection. Eligible reimbursements will be included in a subsequent agreement.

Net County Cost:

There is no net cost to the County.

Action to be Taken Following Approval:

1. The Chairman of the Board will execute Road Improvement Agreement #AGMT 06-1111 with Silver Springs, LLC on behalf of the County of El Dorado.
2. The Department will forward a fully executed Agreement to Silver Springs LLC.

Sincerely,



Richard W. Shepard, P.E.
Director of Transportation

RWS/JWW:kaw

ROAD IMPROVEMENT AGMT & BONDS

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
Dept. Contact: Tim Prudhel
Phone: x5974
Department Head
Signature: J. Prudhel 08-21-06
Tim C. Prudhel
Contract Services Officer

DEVELOPER:

Name: Silver Springs LLC
Sorrento, Inc.
Address: 2999 Oak Rd, Suite 400
Walnut Creek, CA 94597
Phone: (925) 933-1405

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: N/A No: _____
Compliance verified by: N/A

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Conid Disapproved: _____ Date: 8/24/06 By: Jush Beck
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

DATE: 8/24/06
ATTORNEY: 306900
DEPT./INDEX NO: 66114A
BY: SLP

Conditioned approval! DOT must retain ins cert for Silver Springs - this one is Cambray group & also need a signature is not current! (see remarks for ag 06-1060)

REVISED CD# rec'd 9.6.06 SLP

SIGNATURE AUTHORITY 8/25/06 SLP

Please forward to Risk Management upon approval.

Index Code: 306900 User Code: 66114A

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 8/24/06 By: Hostello
Approved: _____ Disapproved: _____ Date: _____ By: _____

AUG 24 2006

Sorrento is a residential land development entity for The Cambray Group. Insurance cert ok

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract)

Department(s): _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
AUG 21 PM 4:11
DORADO COUNTY COUNSEL

RECEIVED
AUG 25 PM 4:15

ROAD IMPROVEMENT AGREEMENT FOR INTERSECTION AND TRAFFIC SIGNALS AT GREEN VALLEY ROAD AND SILVER SPRINGS PARKWAY AND GREEN VALLEY ROAD AND DEER VALLEY ROAD BETWEEN COUNTY AND SILVER SPRINGS, LLC

AGMT #06-1111

THIS ROAD IMPROVEMENT AGREEMENT, hereinafter called “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 **SILVER SPRINGS, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 2999 Oak Road, Suite 400, Walnut Creek, CA 94597 (hereinafter referred to as “Developer”) concerning the construction of traffic signals and road improvements on Green Valley Road at Silver Springs Parkway and Deer Valley Road (hereinafter referred to as “Project”) in accordance with the improvement plans entitled **Green Valley Road / Silver Springs Parkway Intersection and Green Valley Road / Deer Valley Road Turn Lanes**, and cost estimates prepared by Stantec Consulting Inc., Cariann E. Oliver, P.E., Registered Civil Engineer, and approved by Richard W. Shepard, P.E., Director of Transportation (hereinafter referred to as “Director”) El Dorado County Department of Transportation (hereinafter referred to as “Department”).

RECITALS

WHEREAS, Developer has prepared improvement plans, cost estimates and contract documents for the construction of the Project that have been approved by Director; and

WHEREAS, it is the intent of the parties hereto that the performance of Developer’s obligations shall be in conformance with the terms and conditions of this Agreement and shall be in conformity with all applicable state and local laws, rules and regulations;

NOW, THEREFORE, the parties hereto in consideration of the recitals, terms and conditions herein, do hereby agree as follows:

SECTION 1. THE WORK

Developer will, at his own cost and his expense, in a workmanlike manner, faithfully and fully construct or cause to be constructed traffic signals and road improvements at the intersections of Green Valley Road with Silver Springs Parkway and Deer Valley Road and will perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by Director and hereby made a part of this Agreement for all purposes as if fully incorporated herein. All construction work shall be in accordance with all applicable state and local rules, regulations, and ordinances, including but not limited to, applicable Public Contract Code sections and County bidding requirements, Labor Code requirements inclusive of prevailing wage, State licensing regulations and County policies.

An itemized account of the estimated cost of said improvements is set forth in Exhibit A, marked "Silver Springs, LLC Green Valley/Silver Springs Intersection Opinion of Probable Cost," and Exhibit B, marked "Silver Springs, LLC Green Valley Road / Deer Valley Road Turn Lanes Opinion of Probable Cost" attached hereto and incorporated by reference herein.

County will require Developer 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 reasonably deemed by the Director to be necessary or advisable for the proper completion or construction of the whole work contemplated. Developer shall be responsible for all design and engineering services of the Project, at the location and as generally depicted in the plans, specifications and contract documents ultimately approved by the County. The design shall be prepared in accordance with all applicable laws, statutes, orders, map conditions, and with County standards for the Project. Upon completion of the whole work by Developer, or the submittal of the improvement plans with a bid ready package as provided hereinbelow, Developer shall provide proof of adequate professional liability insurance of the engineer running to this Project, and in favor of the County. Developer shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of the County.

SECTION 2. TRAFFIC CONTROL

A Traffic Control Plan that meets County Standards shall be prepared by a Registered Civil Engineer and submitted to the Department for review and approval prior to the start of work on the Project.

The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area. Road closure will not be permitted, and two (2) lanes of traffic must be open at the end of each working day. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of the travel ways open to traffic. The Plan shall also include the proposed staging of the improvements.

SECTION 3. TIME

Developer shall cause the commencement of items of work after receiving a Notice to Proceed from the Department and shall complete the Project no later than one (1) year from the Notice to Proceed, subject to extensions for delays not within the control of Developer. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 9:00 a.m. and 5:00 p.m. on Saturdays.

SECTION 4. WARRANTY

Developer warrants the materials and workmanship utilized on this Project for a period of one (1) year and shall make such replacements and repairs during such one (1) year period, at its sole cost and expense, as are necessary due to defects. County will retain a portion of the security posted in the amount of ten percent (10%) of the total value of work performed, in the form of a Performance Bond 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.

SECTION 5. PERFORMANCE AND LABORERS AND MATERIALMENS BONDS

Developer shall deliver to Department a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **One Million Six Hundred Ninety Five Thousand Eight Hundred One dollars (\$1,695,801.00)**, conditioned upon the faithful performance of this Agreement on or before the completion date specified above, and in the form approved by County.

Developer shall deliver to Department a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **One Million Six Hundred Ninety Five Thousand Eight Hundred One dollars (\$1,695,801.00)**, conditioned upon the faithful performance of this Agreement on or before the completion date specified above, and in the form approved by County.

The Bonds required by this Section are a condition precedent to County entering into this Agreement. Developer shall ensure that the contractor awarded the work provide Performance and Labor and Materialmens Bonds that name County as an additional obligee, and that include a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship. The forms shall be County's approved forms and shall be included in bid specifications. After contract award, Developer shall submit for County's review and approval the executed bonds together with certificates of insurance from the contractor naming County as an additional named insured.

SECTION 6. INDEMNIFICATION

To the fullest extent allowed by law, Developer shall defend, indemnify and hold County 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 economic or consequential losses, which are claimed to or in any way arise out of or are connected with Developer or Developer's contractors, subcontractors, consultants, agents, or representative's design, work, operation, and/or construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Developer, any Contractor(s), Subcontractor(s),

and employee(s) of any of these, except for the sole or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Developer to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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

SECTION 7. ATTORNEY FEES

Developer shall pay costs and reasonable attorney fees should County be required to commence an action to enforce the provisions of this Agreement or in enforcing the security obligations provided herein.

SECTION 8. INSURANCE

GENERAL INSURANCE REQUIREMENTS: Developer shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Developer maintains insurance that meets the following requirements. In lieu of this requirement, Developer may have Contractor provide proof of a policy of insurance satisfactory to the Risk Management Division and documentation evidencing that Contractor maintains said insurance so long as Contractor's insurance meets these same requirements and standards, and subject to Contractor assuming the same obligations as Developer as follows:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.

2. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverages: premises, personal injury, operations, products and completed operations, blanket contractual and independent contractors liability.

3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Developers in performance of the Agreement.

4. In the event Developer or its agent(s) are licensed professionals and are performing professional services under this contract, Professional Liability Insurance is required, with a limit of liability of not less than One Million Dollars (\$1,000,000).

5. Explosion, Collapse, and Underground (XCU) coverage is required when the scope of work includes XCU exposure.

PROOF OF INSURANCE REQUIREMENTS:

1. Developer shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement inclusive of the obligation to design and construct the Project are concerned. This provision shall apply to all liability and automobile policies except Workers' Compensation and Professional Liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to the insurance policies naming County an additional insured.

3. In the event Developer cannot provide an occurrence policy, Developer shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or Developers shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.

2. Developer agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Developer shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Developer fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division, and Developer agrees that no work or services shall be performed prior to the giving of such approval.

ADDITIONAL STANDARDS: Certificates shall meet such additional standards as may be determined by Department, either independently or in consultation with the Risk Management Division, as essential for protection of County.

COMMENCEMENT OF PERFORMANCE: Developer shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Developer to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

PRIMARY COVERAGE: Developer's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Developers' insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

DEVELOPER'S OBLIGATIONS: Developer's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

SECTION 9. RESPONSIBILITY OF ENGINEER

Developer shall employ an engineer to administer the construction of the Project, which includes, but is not limited to, construction staking, preparing and approving change orders, and keeping abreast of the various construction activities. County's Department of Transportation shall be notified in advance of terminating the services of the engineer. Stakes or marks shall be set by the engineer in accordance with the requirements of the Department in order to complete the work as specified in this Agreement. Changes in the work shall be described by change orders, drawings, and written descriptions, which shall be prepared by the engineer and approved by Department. Developer shall employ an individual or firm acceptable to Department to manage the construction of improvements contemplated herein. The individual or firm so employed shall act as Developer's representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits and any other agreements, notices or directives related to the Project and entered into or issued by other agencies, utilities or firms. The Department shall have full access to the

engineer and the improvement plans to ensure that the Project is being constructed in accordance with the approved plans and County specifications. If County should elect to construct the Project as provided in Section 13, below, County shall utilize its own construction manager, but Developer will cooperate with County to ensure that County has access to the engineer during the course of constructing the Project. The cost associated with County's utilization of the engineer shall be a Project cost for which Developer is responsible in accordance with this Agreement.

SECTION 10. INSPECTION

An authorized representative of County will perform construction inspection and material testing in accordance with the State of California, Department of Transportation, Standard Specifications, dated July 2002. All testing shall be accomplished to the reasonable satisfaction of County.

SECTION 11. RECORD DRAWINGS

Developer shall have an engineer prepare Record Drawings describing the finished work. The Record Drawings shall be submitted to Department at the completion of the work.

SECTION 12. FEES

Developer shall pay all fees in accordance with Department's fee schedules, including but not limited to application, plan checking, construction oversight, inspection, administration and acceptance of the work by County.

SECTION 13. COUNTY CONSTRUCTION OF IMPROVEMENTS

County may, at its sole and absolute discretion, elect to construct the Project on the condition that Developer has obtained all right-of-way in accordance with this Agreement and that Developer remains responsible for the total funding of such construction in accordance with this Section. County shall provide notice to Developer of its intention to undertake the construction of the improvements at any time prior to the commencement of construction by Developer. Once County provides such notice, it shall thereafter be responsible for the management of the construction of the improvements and the management of all contracts and contractors as set forth herein:

1. Developer has caused to be prepared and County has approved the improvement plans for the Project. Developer shall provide to the County all necessary plans, specifications and contract documents in order that the Project will be ready for advertising and bidding as a public project.

2. The entire actual cost of the Project, including design, surveying, inspections, bonding, wetlands, environmental clearances, and County or other agency fees, the actual cost of construction inclusive of change orders, together with construction management, testing, inspections, and a contingency amount, shall be advanced by

Developer to County (hereinafter "Total Funding Obligation"). Developer acknowledges that it has examined to its satisfaction the scope, nature, and estimated cost of the Project, and agrees to advance the Total Funding Obligation, without limitation as to amount, and specifically agrees that its obligations are not limited by any estimates previously made or included in this Agreement.

3. Developer shall initially provide the estimated cost of the Project, as set forth in Exhibit A, plus an additional amount of ten percent (10%) for construction management, testing and inspections (the "Advanced Funds"). If the estimated cost in Exhibit A does not include a contingency amount, an additional ten percent (10%) shall be added to the Advanced Funds. The Advanced Funds shall be provided to the County in the form of a cashier's check or electronically transferred funds on the date directed by County, which date shall be no less than ten (10) days from the date of notice of County's intent to construct the Project. The Advanced Funds shall be deposited in a segregated, non-interest bearing account (the "Trust Account"). Once deposited in the Trust Account, Developer relinquishes all rights to the Advanced Funds, provided that County agrees that said funds shall be utilized solely for the completion of the Project. In the event insufficient funds are available in the Trust Account, Developer shall deposit any shortfall amount within ten (10) days after the request of County.

4. Upon payment of the Advanced Funds by Developer, County shall release the Performance and Laborers and Materialmens Bonds delivered by Developer in accordance with Section 5, provided that Developer provides a Payment Bond in the amount of twenty-five percent (25%) of the Advanced Funds as security for the payment of any shortfall amount.

5. At the completion of the Project by County there shall be a reconciliation of the Trust Account and if the actual costs to County exceeded the amount of the Advanced Funds, Developer shall pay the County the difference between the actual cost of construction and the Advanced Funds within ten (10) days of notice by County. If the Advanced Funds exceeded the actual cost of construction, County shall refund the remainder of the Advanced Funds to Developer.

6. This Agreement is related to the Subdivision Improvement Agreement between the parties for Silver Springs Unit 1, which provides that Developer shall construct Silver Springs Parkway to its intersection with Green Valley Road which intersection is the subject of this Agreement. Failure by the Developer to provide any funds to the County as required under this Agreement at the time specified in the Agreement will constitute a material breach of this Agreement. Developer acknowledges and agrees that in that event, in addition to the County pursuing all of its legal and equitable remedies including immediate demand upon the Developer's security, County may withhold issuance of any and all building permits and certificates of occupancy for Silver Springs Unit 1 subdivision.

SECTION 14. PUBLIC UTILITIES

Developer shall investigate and determine if existing public and private utilities conflict with the construction of the Project. Developer shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. Developer shall pay all costs of protection, relocation, or removal of utilities. In the event that the utility companies do not recognize this Project as a County project for which the utility companies bear one hundred percent (100%) of the cost of relocation, then, as between County and Developer, Developer shall pay all costs of protection, relocation or removal of utilities. Notwithstanding the aforementioned, nothing in this provision shall be construed to prevent Developer from making a claim to owner(s) of said utilities for reimbursement for relocation costs.

SECTION 15. RIGHT-OF-WAY CLEARANCE

Developer shall obtain fee title for right-of-way purposes for the Project and arrange to have ownership of such land granted to County by way of Grant Deeds or Irrevocable Offers of Dedication with definite and certain legal descriptions. Easements may be provided in lieu of fee title when acceptable to County. Said right-of-way and slope easements shall be sufficient to accommodate all cuts, fills, and appurtenances which are included in the Project and are, where applicable, to be accepted for maintenance by County.

A Record of Survey, the purpose of which is to show the right-of-way acquired and granted to County, shall be obtained by Developer and filed with the County Surveyor upon completion of the right-of-way acquisition. The Record of Survey shall show all new property lines and monuments for the tracts granted to County. Monuments will be of the type and placed in locations required by County in accordance with the Land Surveyors' Act.

Developer shall obtain agreements of entry from adjacent property owners for any work that will be performed outside County road right-of-way, such as grading existing driveways to conform with new road grades.

SECTION 16. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Russell A. Nygaard, Deputy Director, Engineering, Department of Transportation, or successor.

SECTION 17. ACCEPTANCE

Upon completion of the Project and upon receipt by County's Board of Supervisors of a certification from Department that all work has been completed and that the conditions of this Agreement have been fulfilled, the Board of Supervisors will accept the Project traffic signals and road improvements for maintenance.

SECTION 18. REIMBURSEMENT TO COUNTY

County shall be entitled to costs and expenses incurred by County for construction oversight, inspection, right-of-way, administration and acceptance of the work performed pursuant to this Agreement.

SECTION 19. THE PROJECT/ DEVELOPER STATUS

Developer is constructing and completing, or providing financing for the Project improvements as described herein and is acting as an independent agent and not an agent of County.

SECTION 20. NOTICE TO PARTIES

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:

To County:

County of El Dorado
Department of Transportation
4950 Hillsdale Circle, Suite 400
El Dorado Hills, CA 95762-5714
Attn: Russell A. Nygaard,
Deputy Director, Engineering

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

To Developer:

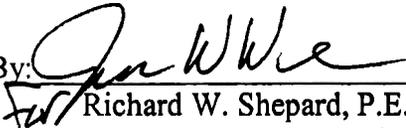
Silver Springs LLC
c/o The Cambay Group
2999 Oak Road, Suite 400
Walnut Creek, CA 94597
Attn: William C. Scott, Jr.
Chief Financial Officer

or to such other location as Developer directs.

SECTION 21. AUTHORIZED SIGNATURES

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 Department Concurrence:

By: 
Richard W. Shepard, P.E.
Director of Transportation

Dated: 8 Sept 2006

IN WITNESS WHEREOF, the parties 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:
Cindy Keck,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SILVER SPRINGS, LLC --

SILVER SPRINGS, LLC
a California limited liability company
By: Sorrento, Inc., a California Corporation,
Its Managing Member

By: 
William C. Scott, Jr.
Chief Financial Officer

Dated: 8-9-06

* * *

STATE OF CALIFORNIA)

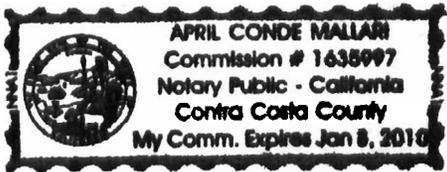
(

COUNTY OF CONTRA COSTA)

On this 9th day of AUGUST 2006, before me, APRIL CONDE MALLARI, a Notary Public,
personally appeared William C. Scott, JR.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged 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.

WITNESS my hand and official seal.



April Conde Mallari, Notary Public for Contra Costa County
CALIFORNIA

Notary Public in and for said County and State



Stantec

**Silver Springs, LLC
Green Valley Road/Silver Springs Parkway Widening**

Exhibit A

Opinion of Probable Costs

Description	Quantity	Unit	Unit Price	Cost	Total
Earthworks					\$116,290
1 Clearing and Grubbing	1	l.s.	\$8,000.00	\$8,000	
2 Import	5,500	yd ³	\$15.00	\$82,500	
3 Mobilization/Demobilization	1	each	\$15,000.00	\$15,000	
4 Keystone retaining Wall	64	ft ²	\$35.00	\$2,240	
5 Rock lined ditch	570	l.f.	\$15.00	\$8,550	
Street					\$518,105
6 Asphalt Concrete (Type A)	1,779	ton	\$90.00	\$160,110	
7 Class 2 Aggregate Base	643	yd ³	\$81.00	\$52,083	
8 Minor Concrete (Sidewalk)	92	yd	\$450	\$41,400	
9 Minor Concrete (Curb and Gutter)	1,225	l.f.	\$30.00	\$36,750	
10 Place Asphalt Concrete Dike (Type A)	200	l.f.	\$2.00	\$400	
11 Saw Cut Asphalt Concrete Pavement	1,222	l.f.	\$2.25	\$2,750	
12 Remove Asphalt Concrete Surfacing	12,007	ft ²	\$1.80	\$21,613	
13 Remove Asphalt Concrete Dike	200	l.f.	\$2.00	\$400	
14 Road Barricade	60	l.f.	\$35.00	\$2,100	
15 Sidewalk Barricade	2	each	\$250	\$500	
16 Traffic Signal ⁽⁴⁾	1	l.s.	\$200,000.00	\$200,000	
Drainage					\$6,785
17 35"x24" CMP	61	l.f.	\$85.00	\$5,185	
18 18" CORRUGATED STEEL PIPE	12	l.f.	\$50.00	\$600	
19 Erosion Control Pipe Discharge	1	each	\$1,000.00	\$1,000	
Water					\$9,400
20 12" PVC C-900 Water Main	80	l.f.	\$55.00	\$4,400	
21 2" Blow off Valve	1	each	\$5,000	\$5,000	
Improvements (misc)					\$21,290
22 Remove Fence	930	l.f.	\$5.00	\$4,650	
23 Fence (Type BW, 5 STRAND, METAL POST)	820	l.f.	\$20.00	\$16,400	
24 Fence (Type WM, METAL) on wall	16	l.f.	\$15.00	\$240	
Striping and Signage					\$49,163
25 Thermoplastic Pavement Marking	620	ft ²	\$1.50	\$930	
26 Remove Pavement Marking	1,483	ft ²	\$1.00	\$1,483	
27 Remove Pavement Marker	2,775	ft	\$3.00	\$8,325	
28 Paint Traffic Stripe	3,260	ft	\$0.13	\$424	
29 Pavement Marker	175	ea	\$4.00	\$700	
30 Object Marker, Type K	1	ea	\$45.00	\$45	
31 Roadside Sign - One Post	5	ea	\$285.00	\$1,425	
32 Remove Roadside Sign	1	ea	\$100.00	\$100	
33 Paint curb red	445	l.f.	\$0.25	\$111	



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**Silver Springs, LLC
Green Valley Road/Silver Springs Parkway Widening**

Exhibit A

Opinion of Probable Costs

Description	Quantity	Unit	Unit Price	Cost	Total
Striping and Signage Cont'd.					
34 Traffic Control	1	each	\$10,000.00	\$10,000	
35 Temporary Railing (Type K)	1,220	l.f.	\$21.00	\$25,620	
Erosion Control					\$6,300
36 Fiber Rolls	1,200	l.f.	\$3.50	\$4,200	
37 Hydroseed	1	l.s.	\$2,000.00	\$2,000	
38 Temporary Gravel Bag Berm	1	each	\$100.00	\$100	
Total					\$727,333
4.0% Construction Survey					\$29,093
10.0% Construction Administration, Management, Testing and Inspection					\$72,733
10.0% Contingency					<u>\$72,733</u>
Grand Total					\$901,893

Note: Earthwork quantities do not account for shrinkage or expansion

Schematic Estimate 50% Estimate 90% Estimate Final Estimate Other

Notes:

- 1 It is recognized that Stantec has no control over the costs of materials, equipment, labor, or the contractor's method of determining bid prices. Prices will vary from any statement of probable costs.
- 2 This opinion of probable cost is based upon the Grading and Improvement Plans for Project #66106, Green Valley Road / Silver Springs Parkway as of March 16, 2006.
- 3 The earthwork and export quantities are based upon the plans and include road undercut. An expansion / shrinkage factor was not applied.
- 4 This cost was provided by Fehr & Peers



Silver Springs, LLC
Green Valley Road / Deer Valley Road Turn Lanes

Stantec

Exhibit B

Opinion of Probable Costs

Description	Quantity	Unit	Unit Price	Cost	Total
Earthworks					\$116,600
1 Clearing and Grubbing	1	l.s.	\$8,000.00	\$8,000	
2 Export	400	yd ³	\$12.00	\$4,800	
3 Earthwork	8,880	yd ³	\$10.00	\$88,800	
4 Mobilization/Demobilization	1	each	\$15,000.00	\$15,000	
Street					\$384,624
5 Asphalt Concrete (Type A)	2,572	ton	\$90.00	\$231,480	
6 Class 2 Aggregate Base	1,114	yd ³	\$81.00	\$90,234	
7 Place Asphalt Concrete Dike (Type A)	3,420	l.f.	\$2.00	\$6,840	
8 Saw Cut Asphalt Concrete Pavement	3,400	l.f.	\$2.25	\$7,650	
9 Remove Asphalt Concrete Surfacing	26,900	ft ²	\$1.80	\$48,420	
Drainage					\$10,875
10 8" corrugated steel pipe downdrain	41	l.f.	\$35.00	\$1,435	
11 24" Corrugated steel pipe	92	l.f.	\$70.00	\$6,440	
12 Erosion Control Pipe Discharge	3	each	\$1,000.00	\$3,000	
Improvements (misc)					\$31,750
13 Remove Fence	1,270	l.f.	\$5.00	\$6,350	
14 Fence (Type WM and BW)	1,270	l.f.	\$20.00	\$25,400	
Striping and Signage					\$88,399
15 Thermoplastic Pavement Marking	715	ft ²	\$5.00	\$3,575	
16 Paint Traffic Stripe	9,800	ft	\$0.13	\$1,274	
17 Pavement Marker	210	ea	\$4.00	\$840	
18 Roadside Sign - One Post	2	ea	\$285.00	\$570	
19 Reset Roadside Sign	8	ea	\$250.00	\$2,000	
20 Traffic Control	1	each	\$10,000.00	\$10,000	
21 K-Rail	3,340	l.f.	\$21.00	\$70,140	
Erosion Control					\$8,000
21 Labor and Materials	1	l.s.	\$8,000.00	\$8,000	
Total					\$640,248
4.0% Construction Survey					\$25,610
10.0% Construction Administration, Management, Testing and Inspection					\$64,025
10.0% Contingency					<u>\$64,025</u>
Grand Total					\$793,908

Schematic Estimate 50% Estimate 90% Estimate Final Estimate Other

Notes:

- 1 It is recognized that Stantec has no control over the costs of materials, equipment, labor, or the contractor's method of determining bid prices. Prices will vary from any statement of probable costs.
- 2 This opinion of probable cost is based upon the Grading and Improvement Plans for Project #66114 - Green Valley Road / Deer Valley Road Turn Lanes as of March 16, 2006.
- 3 The earthwork and export quantities are based upon the plans and include road undercut. An expansion / shrinkage factor was not applied.

CERTIFICATION OF PARTIAL COMPLETION OF ROAD IMPROVEMENTS

I hereby certify that the following improvements in the **Green Valley Road / Silver Springs Parkway Intersection and Green Valley Road / Deer Valley Road Turn Lanes** Projects have been completed, to wit:

EXHIBIT A – Green Valley Road/Silver Springs Parkway Intersection:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
Earthwork	\$116,290	0%	\$116,290
Street	\$518,105	0%	\$518,105
Drainage	\$6,785	0%	\$6,785
Water	\$9,400	0%	\$9,400
Misc. Improvements	\$21,290	0%	\$21,290
Striping & Signage	\$49,163	0%	\$49,163
Erosion Control	\$6,300	0%	\$6,300
Subtotal	\$727,333		\$727,333
4% Construction Survey	\$29,093	0%	\$29,093
10% Construction Administration, Management, Testing & Inspection	\$72,733	0%	\$72,733
10% Contingency	\$72,733	0%	\$72,733
Totals	\$901,893		\$901,893

EXHIBIT B – Green Valley Road/Deer Valley Road Turn Lanes:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
Earthwork	\$116,600	0%	\$116,600
Street	\$384,624	0%	\$384,624
Drainage	\$10,875	0%	\$10,875
Misc. Improvements	\$31,750	0%	\$31,750
Striping & Signage	\$88,399	0%	\$88,399
Erosion Control	\$8,000	0%	\$8,000
Subtotal	\$640,248		\$640,248
4% Construction Survey	\$25,610	0%	\$25,610
10% Construction Administration, Management, Testing & Inspection	\$64,025	0%	\$64,025
10% Contingency	\$64,025	0%	\$64,025
Totals	\$793,908		\$793,908

Grand Total Exhibits A & B \$1,695,801 \$1,695,801

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner and Subdivider to be **One Million Six Hundred Ninety Five Thousand Eight Hundred One dollars (\$1,695,801.00)**.

The Performance Bond is for the amount of **One Million Six Hundred Ninety Five Thousand Eight Hundred One dollars (\$1,695,801.00)**. (100% of Remaining Amount Total, Column 3)

The Laborers and Materialmens Bond is for the amount of **One Million Six Hundred Ninety Five Thousand Eight Hundred One dollars (\$1,695,801.00)**. (1000% of the Total Amount, Column 1)

DATED: 08.01.06



Cariann E. Oliver

Cariann E. Oliver
Stantec Consulting Inc.
2590 Venture Oaks Way
Sacramento, CA 95833

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 8/17/06

Richard W. Shepard

Richard W. Shepard, P.E.
Director of Transportation