

ROAD IMPROVEMENT AGREEMENT  
FOR MERCY HOUSING SUNSET LANE APARTMENTS, OFFSITE IMPROVEMENTS  
BETWEEN THE COUNTY AND THE DEVELOPER

AGMT #13-53705

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 Mercy Housing California 55, a California Limited Partnership duly qualified to conduct business in the State of California, whose principal place of business is 2512 River Plaza Drive, Suite 200, Sacramento, California 95833 (hereinafter referred to as "Developer") concerning the road, drainage and road related improvements for the Mercy Housing Sunset Lane Apartments, Offsite Improvements (hereinafter referred to as "Project") in accordance with the improvement plans entitled "IMPROVEMENT PLANS FOR MERCY HOUSING SUNSET LANE APARTMENTS OFFSITE IMPROVEMENTS SHINGLE SPRINGS, CALIFORNIA" and cost estimates prepared by Stantec Consulting Services, Inc., Mark L. Pekarek, P.E., Registered Civil Engineer, and approved by Steve P. Kooyman, P.E., Acting Deputy Director, Engineering Transportation Planning & Land Development Division (hereinafter referred to as "County Engineer"), County of El Dorado Community Development Agency, Transportation Division (hereinafter referred to as "Transportation Division").

RECITALS

WHEREAS, Developer has prepared improvement plans and cost estimates for the construction of the Project in accordance with the improvement plans entitled "Improvement Plans for Mercy Housing Sunset Lane Apartments Offsite Improvements Shingle Springs, California," Project #CG 204912, that have been approved by County Engineer;

WHEREAS, the Developer shall provide County satisfactory security in the form of cash payments or Performance Bond and Laborers and Materialmens Bonds ("Bonds") for the Project work prior to advertisement for bids;

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 its own cost and expense, in a workmanlike manner, faithfully and fully design and construct or cause to be constructed all of the road improvements as required under the Findings/Conditions of Approval #DR11-0001 ("Final Findings/Conditions of Approval") for the Project, inclusive of but not limited to, road structure, road drainage and frontage improvements, along



and at Becken Lane as required by the Conditions of Approval and shall perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by County and hereby made a part of this Agreement for all purposes as if fully incorporated herein. The Developer shall build the structural section of Becken Lane, add curb and gutter, install storm drain lines, and striping the road. All construction work shall be in accordance with all applicable state and local rules, regulations, and County policies. Developer's obligations herein are for the completion of the improvements and shall not be relieved by contracting for the improvements.

An itemized account of the estimated cost of the Project improvements is set forth in Exhibit A, marked "Engineer's Opinion of Probable Costs;" which the Exhibit is 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 County Engineer 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 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 work, Developer shall provide proof of adequate professional liability insurance of the engineer running this to Project, and in favor of County. Developer shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of County.

**SECTION 2.            TRAFFIC CONTROL**

A Traffic Control Plan that meets County Standards shall be prepared by the Developer's Registered Civil Engineer and included within the improvement plans as submitted to the Transportation Division 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 travel ways open to traffic. The Plan shall also include any proposed staging of the improvements.

**SECTION 3.            TIME**

Developer shall cause the commencement of items of work after approval of the plans for the Project by the Transportation Division (which plans were approved on March 23, 2012) and shall complete the Project no later than two (2) years from the date of approval of the plans, subject to extensions for delays not within the control of the Developer. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays.

agreement execution,





#### **SECTION 4. WARRANTY**

Developer warrants the materials and workmanship utilized on this Project for a period of one (1) year from the date of County's acceptance of the Project 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 Transportation Division a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **One Hundred Seventy-One Thousand One Hundred One Dollars and Ninety-Five Cents (\$171,101.95)** conditioned upon the faithful performance of Developer's obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

Developer shall deliver to Transportation Division a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **One Hundred Seventy-One Thousand One Hundred One Dollars and Ninety-Five Cents (\$171,101.95)**, conditioned upon the faithful performance of Developer's obligation for the full construction of the road improvements for the Project as required under 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 shall provide Payment and Performance 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 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 economic or consequential losses, which are claimed to or in any way arise out of or are connected with Developer's funding, work, design, operation, construction of the improvements, the Project 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, agents, employees and representatives, 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 its Contractor provide proof of a policy of insurance satisfactory to County's 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 (CGL) Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, blanket contractual and independent contractors liability and a Two Million Dollar (\$2,000,000) aggregate limit.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Developer 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, on an additional insured endorsement 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 general and excess 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 policy naming County as 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 Developer 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 prior written notice to County at the office of the Transportation Division, 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 Transportation Division, either independently or in consultation with County's 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 County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Developer's insurance and shall not contribute with it.

**PREMIUM PAYMENTS:** The insurance companies shall have no recourse against County, 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 and make available to County an individual or firm acceptable by the County Engineer to provide responses to contractor and construction inspector requests for information, and to provide requisite design revisions as requested by County Engineer before, during and close out of construction, and through the one-year warranty period of the Project. County Engineer shall be notified by Developer one (1) month in advance of terminating the services of the individual or firm accepted by County Engineer and shall employ a comparable replacement individual or firm acceptable by County Engineer simultaneously to the termination notice date. 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. County Engineer shall have full access to the individual or firm to ensure that the Project is being constructed in accordance with the approved plans and County specifications. The cost associated with County's utilization of the individual or firm shall be a Project cost for which Developer is responsible.

**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 2010. 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 Transportation Division at the completion of the work.

**SECTION 12. FEEES**

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

**SECTION 13. DEFAULT, TIME TO CURE, AND REMEDY**

Developer's failure to perform any obligation at the time specified in this Agreement will constitute a default and County will give written notice of said default ("Notice") in accordance with the notice provisions of this Agreement. Notice shall specify the alleged default and the applicable Agreement provision Developer shall cure the default within ten (10) days ("Time to Cure") from the date of the Notice. In the event that the Developer fails to cure the default within the Time to Cure, Developer shall be deemed to be in breach of this Agreement.

**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. To the extent possible all utility considerations will be incorporated into the Final Improvement Plan.

**SECTION 15. RIGHT-OF-WAY CLEARANCE**

Developer shall provide County updated accurate and sufficient legal descriptions prepared by a Civil Engineer or Land Surveyor of all rights of way, easements or other property interests needed to construct the improvements contemplated by the Project. Each legal description shall be accompanied by a map showing the property to be acquired. To the extent applicable, separate legal descriptions shall be provided for rights of way which fall within any currently existing, non-exclusive road easement and for rights of way which fall outside any such easement of record.

A Road and Public Utilities Easement (Easement), the purpose of which is to show the Easement granted to County, shall be filed with County Surveyor upon completion of the Easement. The legal description and depiction shall show the Easement areas granted to County.

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 or to stage construction.

**SECTION 16. NO DEVELOPER REIMBURSEMENT**

The Parties agree and acknowledge that the Project costs associated with the improvements contemplated herein are not eligible for reimbursement under County's traffic impact fee programs and all costs shall be funded by Developer.



**SECTION 17. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Bard R. Lower, Transportation Division Director, Community Development Agency or successor.

**SECTION 18. ACCEPTANCE**

The Project will be deemed complete upon County’s engineer certifying to the Board of Supervisors that work has been completed and County’s Board of Supervisors approval of the Notice of Acceptance.

**SECTION 19. 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 20. THE PROJECT/ DEVELOPER STATUS**

Developer is providing financing for the construction of the Project improvements as set forth herein, and is acting as an independent agent and not an agent of County. The obligations of Developer as provided in this Agreement are binding upon and inure to the benefit of heirs, successors and assigns of Developer and shall run with the land.

**SECTION 21. 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  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, CA 95667

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

With a Copy to:

County of El Dorado  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, CA 95667

Attn.: Gregory Hicks  
Senior Civil Engineer

or to such other location as County directs.



Notices to Developer shall be addressed as follows:

Mercy Housing California 55  
2512 River plaza Drive, Suite 200  
Sacramento, California 95833


Attn.: Jeff Riley, Project Developer

or to such other location as Developer directs.

**SECTION 22. AUTHORIZED SIGNATURES**

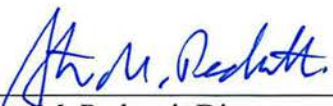
The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Contract Administrator Concurrence:**

By:   
Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental  
Community Development Agency

Dated: Dec 7, 2015

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 12/8/15



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Ron Mikulaco  
Board of Supervisors  
"County"

Dated: 1/5/16

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors


By:   
Deputy Clerk

Dated: 1/5/16

-- MERCY HOUSING CALIFORNIA 55 --  
A California Limited Partnership

By: Sunset Lanes Apartments, LLC  
Its: General Partner

By: Mercy Housing Cal West,  
A California Non-Profit Public Benefit Corporation  
Its: Manager

By:   
Stephan Daues  
Vice President  
"Developer"

Dated: 10/08/2015



PRINCIPAL

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 October 8, 2015 before me, Maria J. Acuna-Feldman, Notary Public,  
(here insert name and title of the officer)

personally appeared Stephan Dawes  
\_\_\_\_\_  
\_\_\_\_\_

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 Maria J. Acuna-Feldman



(Seal)



# SURETY

## ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

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.

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_

(Seal)

Exhibit A  
Engineer's Opinion of Probable Costs



06/19/13  
Job #1847 10177

**ENGINEER'S OPINION OF PROBABLE COSTS  
FOR  
SUNSET LANE APARTMENTS  
OFFSITE IMPROVEMENTS - PHASE 2  
SHINGLE SPRINGS, CALIFORNIA**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
<b>A. SITE PREPARATION</b>					
1.	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
2.	FINISH GRADING	LS	1	\$3,000.00	\$3,000.00
3.	ROUGH GRADING	CY	1,400	\$20.00	\$28,000.00
			<b>SUB-TOTAL</b>		<b>\$51,000.00</b>
<b>B. STORM DRAINAGE</b>					
1.	CURB INLET (TYPE B)	EA	3	\$1,016.00	\$3,048.00
2.	12" STORM PVC	LF	36	\$50.80	\$1,828.80
			<b>SUB-TOTAL</b>		<b>\$4,876.80</b>
<b>C. CONCRETE</b>					
1.	VERTICAL CURB AND GUTTER WITHOUT SIDEWALK (OVER 4" AB OR SAND)	LF	451	\$30.50	\$13,755.50
			<b>SUB-TOTAL</b>		<b>\$13,755.50</b>
<b>D. PAVING</b>					
1.	3" AC/7" AB	SF	10,582	\$4.45	\$47,089.90
2.	REMOVE TOP 3" AB	SF	4,356	\$1.25	\$5,445.00
3.	BARRICADE	LF	35	\$50.80	\$1,778.00
4.	VEHICLE BARRIER	LF	100	\$15.00	\$1,500.00
5.	AC DIKE	LF	35	\$10.00	\$350.00
6.	STRIPING AND SIGNAGE	LS	1	\$2,000.00	\$2,000.00
			<b>SUB-TOTAL</b>		<b>\$58,162.90</b>
<b>E. MISCELLANEOUS</b>					
1.	GRADING & HAUL PERMITS, SOIL TESTING	LS	1	\$4,000.00	\$4,000.00
2.	SURVEYING/STAKING	LS	1	\$2,000.00	\$2,000.00
3.	SWPPP	LS	1	\$2,000.00	\$2,000.00
			<b>SUB-TOTAL</b>		<b>\$8,000.00</b>
			<b>CONSTRUCTION TOTAL</b>		<b>\$135,795.20</b>
			10% CONTINGENCY		\$13,579.52
			2% BOND ENFORCEMENT		\$2,715.90
			10% CONSTRUCTION MANAGEMENT		\$13,579.52
			4% INSPECTION		\$5,431.81
			<b>GRAND TOTAL</b>		<b>\$171,101.95</b>





Exhibit A  
Engineer's Opinion of Probable Costs

**NOTES:**

1. THIS ENGINEER'S OPINION IS BASED ON A SET OF APPROVED IMPROVEMENT PLANS. CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES MAY OCCUR PRIOR TO CONSTRUCTION.
2. STANTEC ASSUMES NO LIABILITY FOR CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES.
3. UNIT PRICES ARE BASED ON REVIEW OF RECENT BIDS ON SIMILAR PROJECTS. NO WARRANT IS EXPRESSED OR IMPLIED AS TO THE ACCURACY OF SAID PRICES AS APPLIED TO THIS PROJECT.
4. THIS ENGINEER'S OPINION DOES NOT INCLUDE DRY UTILITIES.

**Certificate Of Partial Completion Of Improvements**

I hereby certify that the following improvements for the Mercy Housing Sunset Lane Apartments Offsite Improvements Shingle Springs, California have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
Site Preparation	\$ 51,000.00	0%	\$ 51,000.00
Storm Drainage	\$ 4,876.80	0%	\$ 4,876.80
Concrete	\$ 13,755.50	0%	\$ 13,755.50
Paving	\$ 58,162.90	0%	\$ 58,162.90
Miscellaneous	\$ 8,000.00	0%	\$ 8,000.00
<b>Construction Total</b>	<b>\$135,795.20</b>	<b>0%</b>	<b>\$135,795.20</b>
Contingency 10%	\$ 13,579.52	0%	\$ 13,579.52
Bond Enforcement 2%	\$ 2,715.90	0%	\$ 2,715.90
Construction Management 10%	\$ 13,579.52	0%	\$ 13,579.52
Inspection 4%	\$ 5,431.81	0%	\$ 5,431.81
<b>Project Total</b>	<b>\$171,101.95</b>	<b>0%</b>	<b>\$171,101.95</b>

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **One Hundred Seventy-One Thousand One Hundred One Dollars and Ninety-Five Cents (\$171,101.95)**.

The Performance Bond and the Laborers and Materialmens Bond are each for the amount of **One Hundred Seventy-One Thousand One Hundred One Dollars and Ninety-Five Cents (\$171,101.95)** (100% of Remaining Amount Total, column 3).

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

\_\_\_\_\_  
Mark L. Pekarek, RCE C70951  
Stantec Consulting Services, Inc.  
2710 Gateway Oaks Dr. Suite 150 N  
Sacramento, CA 95833

**ACCEPTED BY THE COUNTY OF EL DORADO**

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

\_\_\_\_\_  
Andrew S. Gaber, P.E.  
Deputy Director, DRE  
Community Development Agency  
Transportation Division



EXECUTED IN DUPLICATE

Bond No.	<u>CMS0243260</u>
Premium	<u>\$2,567.00</u>

**County of El Dorado**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, MERCY HOUSING CALIFORNIA 55, a California Limited Partnership created pursuant to State law, the Developer in the Contract hereto annexed, as Principal, and

RLI Insurance Company

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum of One Hundred Seventy-One Thousand One Hundred One Dollars and Ninety-Five Cents (\$171,101.95) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: October 13, 2015

The condition of the above obligation is such that if said Principal as Developer in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work for the Road Improvement Agreement for Mercy Housing Sunset Lane Apartments Offsite Improvements between the County and the Developer Agreement #13-53705, in conjunction with the Improvement Plans for Mercy Housing Sunset Lane Apartments Offsite Improvements Shingle Springs, California., in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.


Dated: October 13, 2015

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

RLI Insurance Company  
P.O. Box 3967  
Peoria, IL 61612-3967

Mercy Housing California 55,  
a California Limited Partnership

  
RLI Insurance Company PRINCIPAL

  
Tanya Chinchilla SURETY  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

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 October 20, 2015 before me, Maria J. Acuna-Feldman, Notary Public,  
(here insert name and title of the officer)

personally appeared Stephan Dawes  
\_\_\_\_\_  
\_\_\_\_\_

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 Maria J. Acuna-Feldman



(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Contra Costa )  
On October 13, 2015 before me, Lisa M. Lucas, notary public,  
Date Here Insert Name and Title of the Officer  
personally appeared Tanya Chinchilla  
Name(s) of Signer(s)

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 Lisa M. Lucas  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Bond No.	<u>CMS0243260</u>
Premium	<u>\$2,567.00</u>

**LABORERS AND MATERIALMENS BOND FORM**

Whereas, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **Mercy Housing California 55**, a special district created pursuant to State law (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, \_\_\_\_, and identified as the Road Improvement Agreement for Mercy Housing Sunset Lane Apartments Between the County and the Developer, AGMT # 13-53705, and the **Improvement Plans for Mercy Housing Sunset Lane Apartments Offsite Improvements Shingle Springs, California** are hereby referred to and made part hereof; and

Whereas, under the terms of said Agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, we, the Principal and RLI Insurance Company (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **One Hundred Seventy-One Thousand One Hundred One Dollars and Ninety-Five Cents (\$171,101.95)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing



with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

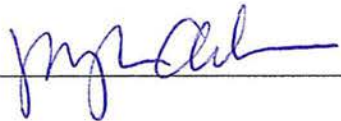
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on October 13, 20 15.

**“Surety”**

RLI Insurance Company

By



Tanya Chinchilla, Attorney-in-Fact

Print Name

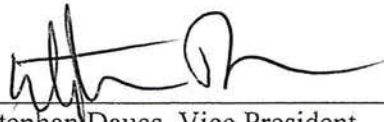
**“Principal”**

**Mercy Housing California 55  
a California Limited Partnership**

**By: Sunset Lanes Apartments, LLC  
Its: General Partner**

**By: Mercy Housing Cal West,  
A California Non-Profit Public Benefit  
Corporation  
Its: Manager**

By



Stephan Daues, Vice President  
Mercy Housing California 55  
2512 River Plaza Drive, Suite 200  
Sacramento, CA 95833

**NOTARY ACKNOWLEDGMENTS ATTACHED**

PRINCIPAL

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 October 20, 2015 before me, Maria J. Acuna-Feldman, Notary Public  
(here insert name and title of the officer)

personally appeared Stephan Daves

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 Maria J. Acuna-Feldman



(Seal)





RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
William Phillips, Jr., Lisa M. Lucas, D. Richard Stinson, Tanya Chinchilla, jointly or severally

in the City of San Ramon, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of March, 2015.



**RLI Insurance Company**

By: [Signature]  
 Roy C. Die Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

On this 20th day of March, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 20th day of October, 2015.

By: [Signature]  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: [Signature]  
 Roy C. Die Vice President

