

## **ACQUISITION AND DISCLOSURE AGREEMENT**

### **County of El Dorado Community Facilities District No. 2024-1 (Carson Creek Heritage Village 11)**

This Acquisition and Disclosure Agreement (this “Agreement”) is entered into as of August 1, 2025 by and between the COUNTY OF EL DORADO (the “County”), and LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company (the “Developer”).

### **RECITALS**

A. The County has approved the Carson Creek Specific Plan (the “Plan”), and the County and the Developer is the successor party to a development agreement (the “Development Agreement”) respecting development of a portion of the property which is the subject of the Plan known as Carson Creek (commonly referred to and referred to herein as the “Project”). Pursuant to the Development Agreement, the Developer is obligated to construct and install or to cause the construction and installation of certain public improvements, to pay certain development fees and to advance funds for certain public improvements, including payment of certain fees to prescribed public entities other than the County (collectively, the “Carson Creek Project Public Improvements and Fees”).

B. Pursuant to the Development Agreement, the County has agreed to cooperate with the Developer in financing a portion of the cost and expense of the Carson Creek Project Public Improvements and Fees by establishing the County of El Dorado Community Facilities District No. 2024-1 (Carson Creek Heritage Village 11) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”). The purpose of this Agreement is to establish the terms and conditions pursuant to which the Developer will cause the construction and installation of, or the advance of funds for, a prescribed subset of the Carson Creek Project Public Improvements and Fees (the “CFD Public Improvements” and the “CFD Public Fees”) and the County, with the cooperation and assistance of the Developer, and subject to the terms and conditions of this Agreement, will undertake to establish the CFD and to authorize, issue, sell and deliver special tax bonds of the CFD (the “Bonds”) and to utilize a prescribed portion of the proceeds of sale of the Bonds, together with proceeds of the special taxes of the CFD (the “Special Tax Revenues”) which may be available from time to time for such purpose, to acquire that portion of the completed CFD Public Improvements which is intended to be owned and utilized by the County, to reimburse the Developer for the cost of that portion of the completed CFD Public Improvements which will be transferred directly by the Developer to other local agencies and which will be owned and utilized by such other local agencies (the “Non-County Improvements”) and to either pay or reimburse the Developer for any advance payment of CFD Public Fees. The CFD Public Improvements and CFD Public Fees are described in Exhibit A attached hereto and made a part hereof.

C. It is the intention of the County to participate in the financing of the CFD Public Improvements and CFD Public Fees through the Special Tax Revenues and through issuance and sale of the Bonds pursuant to the Act.

D. The Developer agrees that any CFD Public Improvements it builds under this Agreement shall be built according to the standards of the County or other local agency, as the

case may be, subject to the applicable inspection and approval standards, and, subject to the terms and conditions of this Agreement, the Developer agrees to convey those improvements to the County or other local agency, as the case may be, or to a regulated public utility. Payment for completed CFD Public Improvements and transfer of title to the County, to the applicable other local agency or to a regulated public utility, as the case may be, and either payment of or reimbursement for prescribed CFD Fees shall be accomplished as specified herein.

E. This Agreement shall cover all Bonds issued for the CFD, whether for Improvement Area No. 1 or any other improvement area that is designated therein in the future in accordance with the Act.

F. In consideration of the mutual commitments and obligations stated, and upon the conditions set forth, the parties hereto agree as follows:

### **AGREEMENT**

1. Recitals. The above recitals are true and correct, and the parties expressly so acknowledge.

2. Construction Standards. The Developer agrees that any CFD Public Improvements it constructs and installs will be constructed and installed in accordance with the "County of El Dorado, Department of Transportation, Guidelines for Community Facilities District (CFD) Acquisition Projects," (the "Guidelines") a copy of which is attached hereto as Exhibit B and made a part hereof.

3. Reimbursement. To the extent that Special Tax Revenues and/or proceeds of sale of the Bonds are available for such purpose, the County agrees to purchase from the Developer the CFD Public Improvements which are to be owned and utilized by the County, to either pay or reimburse the Developer for the advance funding of the CFD Public Fees, as the case may be, or to reimburse the Developer for the cost of the Non-County Improvements and for the cost of any portion of the CFD Public Improvements to be transferred to a regulated public utility, and the amounts payable on account of such purchases or reimbursements, as the case may be, shall be determined pursuant to the Guidelines. Funds utilized for such purposes shall be limited to the proceeds of the Bonds and/or the Special Tax Revenues, if any, available for such purpose from time to time. The Developer acknowledges that proceeds of the Bonds and special tax collections are available for reimbursement only after the payment, or allowances for payment, has been made of all Bond debt service and reserve fund replenishments and administrative, incidental and issuance costs of the County with respect to the CFD.

4. Transfer of Title. Transfer of title of the various CFD Public Improvements to the County, to the applicable other local agency or to regulated public utility, as appropriate, shall be accomplished in accordance with the Guidelines. The other local agencies are and each of them is a "reviewing agency" under the Guidelines. Anything in the foregoing notwithstanding, however, transfer of title to the CFD Public Improvements may precede reimbursement therefore, and, subject to the provisions of the Rate and Method of Apportionment of the Special Tax, attached to the resolution of formation for the CFD (the "Rate and Method of Apportionment") respecting use of special tax proceeds to acquire CFD Public Improvements on a pay-as-you-go basis, reimbursement may be made annually in partial payments from special tax revenues to the extent the same are available after the payment of scheduled Bond debt service, reserve fund replenishment and all CFD administrative and incidental costs[; provided

that for the ten-year period prescribed by the County for pay-as-you-go acquisition of CFD Public Improvements, the amount of special tax proceeds available annually after the payment of scheduled Bond debt service, reserve fund replenishment and all CFD administrative and incidental costs shall be utilized first to pay any eligible CFD Public Improvements acquisition costs before any such available special tax proceeds shall be used for redemption of any of the Bonds in advance of maturity]].

5. Public Work. The parties acknowledge the requirements of §§ 53313.5 and 53314.9(a)(3) of the Act which require the CFD Public Improvements to be constructed as if they had been constructed under the direction and supervision or under the authority of, the appropriate public agency. The parties agree that compliance with the Guidelines will fulfill that legal requirement.

6. Default of Developer. Without obligating the County to take over construction of any portion of the CFD Public Improvements under any circumstances, the County reserves the right to take over construction of any portion of the CFD Public Improvements, and to assume responsibility for the work to be performed with respect to such portion of the CFD Public Improvements if the County provides written notice to the Developer that the work is not being performed in a satisfactory manner and the Developer does not commence actions to cure any such defects within 60 days after such notice and does not diligently pursue to completion the cure of any such defects as determined by the County. The County will send copies of any such notice, or any notice hereunder to Developer's construction lender, if any.

Notwithstanding the foregoing, failure of the County to provide notice to Developer's construction lender, if any, shall in no way restrict or limit the County's rights or authority as provided under these provisions or otherwise in this agreement.

In such event, and in the event that the County so assumes responsibility for any CFD Public Improvement:

- a. The Developer will assign all pertinent contracts, rights of entry, and rights of way, to the County if requested to do so by the County;
- b. The County will use reasonable efforts to see that the subject CFD Public Improvements are completed within a reasonable period of time; and
- c. From the time of the written notice, first call on funds of the CFD shall be the County's costs incurred in the completion of the specified CFD Public Improvements. Upon the completion of the specified CFD Public Improvements, the Developer may apply for and receive reimbursement pursuant to the Guidelines for its previously unreimbursed work on the CFD Public Improvements to the extent of remaining bond proceeds or special tax proceeds of the CFD.
- d. The remedies provided in this paragraph 6 are cumulative, and are in addition to all other rights and remedies, in law or in equity, available to the County and/or other public agencies upon the default of the Developer.

Without limiting the generality of the County's reservation of rights in this paragraph 6, nothing herein shall be construed to obligate the County to take over construction of any portion of the CFD Improvements, including but not limited to the Non-County Improvements.

7. Developer Warranties. The Developer hereby makes the following warranties as of the time of any payment hereunder for any CFD Public Improvement:

a. The CFD Public Improvements for which payment is being made are free of mechanic's and materialmen's liens, stop notices and other claims of any kind, and the Developer has the legal authority to transfer to the County, any applicable other local agency or to any applicable regulated public utility, as the case maybe, clear title to the CFD Public Improvements free and clear of any and all encumbrances; and

b. The Developer has no knowledge of any claim or proceeding challenging the Developer's right to transfer title to the CFD Public Improvements.

8. No General Obligation of the County. The Developer agrees that the County shall have no liability for payment of any amount under this Agreement except (after deduction of all necessary financing costs) from the proceeds of bonds and/or special tax proceeds of the CFD. This Agreement shall not constitute a debt or liability of the County nor of any other public agency. The Developer acknowledges that reimbursement hereunder shall be solely from special tax bond proceeds and/or special tax proceeds of the CFD, and that Developer may not look to the general fund, the assets or the taxing power (other than the special taxing power pursuant to the CFD) of the County, nor of any other public agency for payment for sums advanced or expenditures made by the Developer for development of the Project.

9. Inspection of Developer's Records. The County, acting through the Chief Administrative Officer, the County Director of Transportation, or any person designated by either officer in writing, shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer in constructing any of the CFD Public Improvements.

10. County Obligations. Subject to the provisions of the Development Agreement regarding the County's discretion on the issuance of bonds, the County agrees to proceed with all due diligence in conducting proceedings leading to issuance and sale of the Bonds to accomplish payment of all sums to be paid to the Developer under this Agreement.

11. Developer Information. The County shall be entitled to receive from the Developer, in confidence to the extent permitted by law, such appraisal reports, Developer financial information, and related information as the County (or its financial advisor, disclosure counsel or underwriter) deems material in determining the feasibility of the proposed special tax bond issue and in establishing appropriate terms and conditions of its proposed sale of the subject bonds. The County shall also be entitled to receive from the Developer such appraisal reports, Developer financial information, indemnification and other information and assurances as the County (or its financial advisor, disclosure counsel or underwriter) deems necessary in preparing an appropriate disclosure document to accompany distribution and sale of the Bonds.

12. Disclosure. The Developer agrees to comply with all disclosure requirements of the Act, specifically including the notice to prospective purchasers under Section 53341.5.

13. Indemnification/Insurance. The Developer shall indemnify, defend and hold harmless the County, the CFD and each other local agency accepting CFD Improvements and their officers, employees and agents from and against all actions, damages, claims, losses or expenses of every kind, nature and description (1) arising out of the design, engineering and

construction of the CFD Public Improvements, including, but not limited to, any claims of persons employed to construct the CFD Public Improvements except to the extent limited by Civil Code Section 2782(b); or (2) arising out of any alleged misstatements of fact or alleged omission of fact made by the Developer, its officers, directors, employees or agents to the County's underwriters, appraiser, special tax consultant, market absorption analyst or bond counsel or underwriter's or disclosure counsel regarding the Developer, its proposed developments, its property ownership and its contractual arrangements with respect to the preparation of the Official Statement for any bond issue of the CFD. The indemnification obligation in (1) above, covers claims arising out of work performed during the period up to the acceptance of the subject CFD Public Improvement by the appropriate public agency regardless of when such claim is asserted, provided that nothing herein shall limit the rights of any public agency against any of the Developer's architects, engineers, contractors or other consultants or the Developer itself.

With respect to each joint community facilities financing agreement ("JCFFA") entered into by the County with another public agency ("Agency") pursuant to Section 53316.2 of the Act to finance certain CFD Public Improvements to be owned by such Agency and/or the payment of certain CFD Public Fees thereto, the Developer shall assume the defense of, indemnify and save harmless, County, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the Agency with respect to such JCFFA; provided, however, that Developer shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

The Developer shall maintain and provide during the term of this Agreement, and shall require any contractors for construction or design services for any CFD Public Improvements to be constructed in connection herewith to maintain and provide, general liability and automobile liability insurance policies in a form acceptable to County which shall name the County, each other local agency accepting CFD Improvements and their respective officers, agents, and employees as additional insureds for any claims arising out of work performed under this agreement. Said insurance policies and coverage shall conform to the County standard insurance provisions set forth in Exhibit C attached hereto and made a part hereof.

14. Relationship to Public Works. The parties hereto agree that this Agreement is for the acquisition of certain public facilities, the reimbursement of the cost of constructing certain other public facilities to be transferred to and owned and utilized by other local agencies and possibly regulated public utilities and the payment of or reimbursement for certain advance funding from the Developer of certain fees paid to the County, other local agencies or regulated public utilities, and the levy of special taxes and/or sale of Bonds for the payment of the acquisition or reimbursement cost of such facilities, fees and such other amounts as are herein provided, is not and is not intended to be a public works contract. In performing this Agreement, the Developer is an independent contractor and not the agent of the County, the CFD or other local agency accepting any CFD Improvements. The County, the CFD and other local agencies accepting any CFD Improvements and each of them shall have no responsibility for payment to any contractor or supplier of the Developer.

15. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer from any condition of development or requirement imposed by any other agreement with the County, and, in the event of a conflicting provision, such other

agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the County.

16. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval, discretion or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

17. Notices. Any notice, payment or instrument required or permitted by the Agreement to be given or delivered to either party shall be effective upon receipt when personally delivered or when sent through any established private delivery or overnight mail service or when sent through the auspices of the United States Post Office Department, registered or certified, postage prepaid, addressed as follows:

Developer: Lennar Homes of California, LLC  
1025 Creekside Ridge Drive, Suite 240  
Roseville, CA 95678  
Attn: Jack Sevey

County: County of El Dorado  
Chief Administrative Officer  
330 Fair Lane  
Placerville, CA 95667

and:

County of El Dorado  
Director of Transportation  
Building C, 2850 Fairlane Court  
Placerville, CA 95667

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

18. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

19. Successors and Assigns. This Agreement shall be-binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Developer may assign its rights and obligations hereunder as security to lenders for the purpose of obtaining loans to finance development within the CFD, but no such assignment shall release the Developer from its obligations hereunder to the County and other local agencies accepting any CFD Improvements, which the Developer shall remain obligated to perform.

20. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

21. Waiver. Failure by a party or a third party beneficiary to insist upon performance of any of the provisions of this Agreement by another party, or the failure by such a party to exercise its rights upon the default of another party; shall not constitute a waiver of such party's right to insist upon and demand strict compliance by another party with the terms of this Agreement thereafter.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

COUNTY OF EL DORADO

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By \_\_\_\_\_

LENNAR HOMES OF CALIFORNIA, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Larry Gualco, Vice President

## **EXHIBIT A**

### **County of El Dorado Community Facilities District No. 2024-1 (Carson Creek Heritage Village 11)**

#### **List of CFD Improvements and CFD Fees**

Authorized facilities that may be funded through County of El Dorado Community Facilities District No. 2024-1 (Carson Creek Heritage Village 11) include the following public improvements:

#### **Roadway and Transportation Improvements**

On-site and off-site facilities required to meet the needs of development within the Community Facilities District. Eligible improvements include, but are not limited to: Acquisition of land and easements; design; project management; clearing, grubbing, and demolition; grading, soil import/export; paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; bridge crossings and culverts; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site); enhanced fencing, and access ramps; street lights; intersections, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, Bus Rapid Transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto where required.

#### **Potable Water System Improvements**

On-site and off-site facilities required to meet the storage and conveyance needs of development within the Community Facilities District. Eligible improvements include, but are not limited to: Acquisition of land and easements; design; project management; water lines, transmission mains, valves, trenching, backfill, storage reservoirs and all necessary appurtenances thereto where required.

#### **Drainage System Improvements**

On-site and off-site facilities required to meet the storage and conveyance needs of development within the Community Facilities District. Eligible improvements include, but are not limited to: Acquisition of land and easements; design; project management; mains, pipelines and appurtenances; outfalls and water quality measures; temporary drainage facilities; detention/retention basins and drainage pretreatment facilities; drainage ways/channels; pump stations; landscaping and irrigation; access roads, gates, and fencing; striping and signage; and other improvements related thereto where required.



### **Wastewater System Improvements**

On-site and off-site facilities required to meet the storage and conveyance needs of development within the Community Facilities District. Eligible improvements include, but are not limited to: Acquisition of land and easements; design; project management; pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements; and other improvements related thereto where required.

### **Park, Trails, Landscaping and Open Space Improvements**

On-site and off-site facilities required to meet the needs of development within the Community Facilities District; eligible improvements include, but are not limited to: acquisition of land and easements; design; project management; grading; turf and irrigation; trees and shrubs; sidewalks pathways and trails; masonry sound walls; entry monumentation and signage; other related hard and soft-scape improvements along roadways and adjacent to or within parks, open space, drainage channels and detention basins; bike trails, bike/pedestrian bridges; storm drain crossings; wetland mitigation, tree mitigation, off-site hawk mitigation, and/or agricultural mitigation; endowment payments for open space management; landscaping and irrigation, access gates and fencing and related open space improvements.

### **Development Impact Fees**

Authorized fees including impact fees levied by the County or any other eligible public agency at the time of the issuance of a building permit, final map or improvement plans as required for the development of the property.

### **Other Public Improvements**

Other Public Improvements. Any and all other public improvements authorized under the Mello-Roos Community Facilities Act of 1982 and otherwise necessary to meet the needs of development within the Community Facilities District.

### **Incidental Expenses**

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the Community Facilities District and the issuance of bonds, determination of the amount of taxes, collection of taxes; payment of taxes; or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and any other expenses incidental to the construction, completion, and inspection of the facilities and related expenses associated with any of the foregoing.

## **EXHIBIT B**

### **COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION GUIDELINES FOR COMMUNITY FACILITIES DISTRICT (CFD) ACQUISITION PROJECTS**

#### **INTRODUCTION**

The Board of Supervisors (the "Board") of the County of El Dorado (the "County") authorizes the Department of Transportation (DOT) and the Auditor-Controller to oversee the acquisition and reimbursement of Community Facilities Districts, including without limitation Community Facilities Districts established by the County.

The purpose of these guidelines is to describe the process of administration, construction, acceptance, and reimbursement for CFD Acquisition Projects. It is recognized that special circumstances may require deviation and/or modification of these guidelines to satisfactorily complete the projects in compliance with applicable Federal, State, and Local law, previous Agreements, environmental concerns, or other criteria which are equally important and consistent with sound public policy and prudent engineering judgment. The affected County Agency/Department(s) may suggest and the County Bond Screening Committee may approve any deviation and/or modification to these guidelines. It is understood that any applicable agreement including an Acquisition and Disclosure Agreement (A&DA) takes precedence over the guidelines included herein in any area of conflict.

The responsibility within the County for Acquisition Projects is assigned as follows:

- a. Formation of Special District – Auditor-Controller and DOT
- b. Plan and Bid Document review and approval - DOT/Development Services and District Engineer
- c. Construction Inspection - DOT/Construction Unit
- d. Preparation of Acquisition Reports – District Engineer
- e. Engineering Review of Acquisition Reports - DOT/Construction Unit
- f. Financial Review of Acquisition Reports - DOT/Administration Division
- g. Reimbursement - Auditor-Controller

#### **1.0 Definitions**

- a. Acquisition and Disclosure Agreement (A&DA) - An agreement between a Developer and the County of El Dorado, providing the terms and conditions upon which the County will establish a CFD, issue and sell limited obligation bonds (the "Bonds") on behalf of the CFD District, and acquire certain public facilities from the Developer.

- b. Acquisition Facility - Those certain public facility improvements and impact fees which are described in the A&DA.
- c. Acquisition Facility Number - Sequential numbers which have been assigned by the District Engineer to each Acquisition Facility in order to correlate them with the Facilities listed in the Proceedings Report and the Acquisition Report.
- d. Acquisition Projects - As defined by these guidelines, is an Acquisition Facility or a set of Acquisition Facilities within an approved CFD constructed and installed by a Developer for reimbursement under the provisions of these guidelines and pursuant to the applicable A & D A.
- e. Acquisition Report - A summary report submitted by the District Engineer containing submittals from a Developer and the review, analysis and recommendation of the District Engineer regarding a Developer's request for reimbursement for an Acquisition Facility.
- f. Advertisement - Published public notice soliciting bids for the Project, in accordance with public contract law.
- g. Bid Documents - Plans, specifications, and proposal documents prepared by/under the supervision of the Design Engineer conforming with policies, rules, regulations and laws applicable to the County, suitable for the solicitation and submittal of bids by contractors for construction of the Acquisition Project.
- h. Community Facilities Districts (CFDs) - Districts legally formed by the County pursuant to the Mello-Roos Community Facilities Act of 1982.
- i. Completed Facilities - Those certain facilities which were completed prior to the date of formation of the Special Infrastructure Finance District CFD and deemed eligible as an Acquisition Facility.
- j. Construction Security - Performance bonds and labor and material bonds or other security provided by the contractor to the Developer, or Developer to County which guarantee that the contractor / Developer will meet all contractual obligations, and which will be in a form assignable to the County.
- k. Contractor - A contractor who possess the appropriate California contractor license(s) for the work required to be performed in the Acquisition Project.
- l. Design Engineer or Engineer of Work - A licensed California Civil Engineer who has been retained by the Developer for the purpose of designing and preparing the plans and bid documents and/or supervising construction of the facilities included in the Special District.
- m. Developer - An individual, group, corporation, partnership, etc., which meets the requirements of the policies and procedures of the County and which has applied to and has been approved by the County to form a CFD Special Infrastructure Finance District.
- n. District Engineer - County Engineer, County of El Dorado.

- o. Engineer's Estimate - A cost estimate prepared by the Design Engineer and approved by the District Engineer.
- p. Equivalent Dwelling Units (EDUs) - A method used to relate the fee costs of multi-family units and non-residential properties to single family units.
- q. Facility - The term "Facility", if used by itself, shall be taken to mean "Acquisition Facility". Facility shall be eligible for acquisition at such time as they are substantially complete and available for public benefit.
- r. Guidelines for CFD Acquisition Projects – this document.
- s. Plans - Final bid drawings prepared by the Design Engineer and its consultants and approved by the County for construction of the Acquisition Project.
- t. Proceedings Report – The written hearing report required by statute with respect to the formation of the CFD Special Infrastructure Finance District, whether a written engineer's report for an assessment district proceeding or a written hearing report for a CFD proceeding.
- u. Purchase Price - The amount to be paid by a District for the Acquisition Facilities in accordance with the provisions of the A&DA.
- v. Reviewing Agencies – Those public entities responsible for reviewing, approving and accepting for maintenance, facilities or portions of facilities constructed under the CFD, usually through a Joint Facilities Agreement.
- w. Special Assessment District - A special assessment district created under the Municipal Improvement Act of 1913 or any similar statutory procedure of general application.
- x. Specifications - Documents prepared by the Design Engineer or its consultants which describe in detail for construction contract purposes the material and workmanship required to complete the Acquisition Project, including but not limited to, the Standard Specifications for Public Works Construction (APWA), the Uniform Building Code (UBC), applicable DOT Standard Plans and Caltrans standard plans and standard specifications, and the contract Special Provisions prepared by the Design Engineer, which describe in detail for contract purposes, the materials and workmanship required to be performed on the Acquisition Project.
- y. Surety Bonds - Subdivision or construction securities in the form of bonds which provide a financial guarantee that the obligations required by a contract or agreement will be fulfilled in conformance with state law and County policy; rules and regulations and ordinances.
- z. Subdivision Security – Improvement Security(s) as required by Section 66462.c of the California Government Code (Subdivision Map Act).
- aa. Working Days – Any day except Saturday s, Sundays and Legal Holidays.

## **2.0 Pre-Advertisement Procedures**

.1 Developer shall submit project schedules to the DOT/ Development Services and District Engineer.

.2 Design Engineer prepares bidding documents for Acquisition Project. As applicable, the Developer or County obtains necessary R/W and negotiates all utility relocations/installations.

.3 Design Engineer prepares and submits plans and bid documents to appropriate DOT Divisions for approval. The plans shall indicate a reference to the special district(s) in which the facilities are included and a note indicating the general category of improvement eligible for CFD reimbursement. The reference to special district facilities on the plans is to assist County staff and other responsible parties with an understanding that some or all of the improvements shown on the plans may be eligible for CFD reimbursement of costs. However, the reference to CFD facilities indicated on the plans is for general information only and does not constitute approval or disapproval of project eligibility for cost reimbursement. The actual CFD reimbursement eligibility is determined independent of plan notes and plan approval.

.4 Developer pays DOT plan check and inspection fees (normal and special) in accordance with normal subdivision/permit process.

.5 Developer provides suitable Construction Security. Construction security may be waived on Acquisition Projects subject to the following conditions:

a. The County has agreed to waive the Construction Security in the A&DA or other applicable agreement directly related to the CFD.

b. The Facilities for which the Construction Security is required are Acquisition Facilities included in the Proceedings Report and eligible for reimbursement from funds of a CFD, and,

c. The County is in receipt of CFD bond proceeds for those specific Acquisition Facilities, and,

d. The contract for construction of the facilities includes a provision that ten percent (10%) of the value of the work performed is withheld from progress payments until the project is completed and the work accepted by the reviewing agencies.

.6 Design Engineer prepares bidding documents and submits to DOT Development Services for review and comment as appropriate. The bidding documents must be in conformance with ordinances, law, policies, rules and regulations applicable to the County including but not limited to the following provisions:

a. Compliance with all applicable provisions of the Public Contracts Code, including Labor Codes for Public Works Contracts and Prevailing Wage Statement.

b. Contract will be publicly advertised.

c. Non-collusion affidavit.

.7 DOT Development Services reviews the Bidding Documents for the following requirements:

a. Scope of Work is uniquely described and unambiguous and is included within District Engineer's Report and the Project has been designated and approved by DOT as an Acquisition Project.

b. Engineers estimate is reasonable and consistent with District Engineers report and/or applicable A&DAs.

c. Bidding procedures consistent with Public Contracts Code advertising and bid opening procedures and bid forms clearly describe each bid item and are formatted substantially similar to the Engineer's Report Cost Breakdown.

d. Contract requires payment of prevailing wages.

e. Proposal includes a non-collusion affidavit.

f. The Bid Documents are otherwise consistent with all applicable provisions of the Public Contracts Code.

g. The number of allotted working days specified in the contract documents are reasonable for the proposed work.

h. Liquidated damage clauses, if any, are consistent with County policy.

i. Two originals of the Bid documents shall be signed and sealed by the Design Engineer, and a place shall be provided for signature and seal of the District Engineer.

j. Developer will deliver seven copies and one original of the approved bid documents to the District Engineer prior to bid opening.

### **3.0 Advertisement and Bid Opening Procedures**

.1 After plans and bid documents have been approved by DOT and the District Engineer, Developer may advertise project.

.2 Developer shall advertise project in accordance with applicable sections of the public contracts code.

.3 Developer shall conduct a bid opening in location open to the public. Sealed bids will be required to be submitted on or before the specified date and time and will be publicly opened and the bidder's name and total bid announced at the bid opening in the presence of any interested party.

.4 Developer shall notify DOT/Construction Unit and the District Engineer a minimum of 10 days prior to the bid openings and provide the District Engineer a copy of the public advertisement(s) and all final bid documents. The addenda to the bid documents shall be included in the final bid documents.

.5 District Engineer or his representative will be notified and provided the opportunity to attend any pre-bid meetings(s) and the public bid opening for project.

#### **4.0 Acquisition Project Award**

.1 Design Engineer shall provide District Engineer a summary of all bids and a copy of the low bid proposal submitted for project and a recommendation for award. Included in the recommendation the Design Engineer shall provide the following information:

- a. That there are no pending disputes over the bidding procedures.
- b. That all bidders received the same set of bid documents and all of the addenda issued.
- c. That all applicable County or other agency approvals for the work have been obtained.
- d. That the bid proposal has not been conditioned in any way.
- e. A written statement from the Design Engineer that the contract award amount is within the estimates included in the Engineers Report of the applicable Acquisition and Disclosure Agreement and does not exceed the overall funds available from the Special District. Should the Project bid exceed the aforementioned estimate or available funds the District Engineer shall specify that other funds (specify amount and source) are available for all/or portions of the work.

Developer shall retain the original of all bids received for a minimum of four years.

Any modifications, additions, or deletions to the bid shall be fully explained, and subject to District Engineer concurrence.

.2 Within five working days of receipt of the bid material in Section 4.1, the District Engineer shall review the bid summary and a copy of the low bid and concur in the Design Engineer recommendation, or advise the developer that additional review time will be required.

.3 In the event the low bidder, is not recommended, or the District Engineer cannot concur with the Design Engineer recommendation, or the District Engineer is aware of any irregularities or possible disputes over the bidding procedure the District Engineer may require, and the Design Engineer / Developer shall provide any additional information in support of the recommendation which would allow the District Engineer to concur.

The District Engineer shall have sole authority in determining the adequacy of the bid documents and procedures in conformity with all laws, ordinances, rules and regulations required to allow reimbursement from the District.

.4 No individual bids will be rejected by the developer without concurrence of the District Engineer. However, the Developer may at his discretion, reject all bids received for a project.

.5 Prior to award of contract, Developer shall obtain written concurrence for award from the District Engineer.

.6 Developer shall award contract within 30 days after bid opening with concurrence of the District Engineer. This time-period may be extended for such further period as may be agreed upon by the District Engineer, Developer, and the bidder concerned.

.7 Bid security(s) must be returned to the unsuccessful bidders within 60 Days in accordance with Section 20129 of the Public Contracts Code.

.8 The Developer shall allow reasonable time for the apparent successful low bidder to execute the contract, and provide any documentation, bonds, or other information required by the contract documents precedent to the execution thereof. A period of 10 working days is suggested.

.9 The Developer shall submit a copy of the executed contract and required contractor submittals to the District Engineer within 10 working days of execution.

.10 The Developer shall authorize the contractor to proceed with the work by issuing a "Notice to Proceed" in writing to the contractor. A Copy of the Notice to Proceed will be provided to the District Engineer and DOT Construction Unit. The Developer may not issue the Notice to Proceed until the contract has been properly executed by the Developer and Contractor.

## **5.0 Construction**

.1 The District Engineer may require the Developer to provide full-time contract administration and oversight by, or under the responsible charge of, a licensed Civil Engineer. The decision to require such contract administration and oversight will be based on the complexity of the work, method of payment specified in the contract documents, or other issues as determined by the District Engineer.

.2 Developer or the Design Engineer shall schedule and conduct a pre-construction meeting prior to beginning work on the Project. The pre-construction meeting will be attended by the Developer, the Design Engineer, District Engineer or his representative, the Contractor, agencies issuing permits, affected utilities, and other interested parties. The District Engineer and DOT/Construction Unit shall receive written notification five days prior to the meeting setting a mutually agreeable time, place, and date.

.3 District Engineer and/or DOT Construction Unit shall review the construction progress monthly and shall meet monthly with representatives to discuss project status.

.4 Contractor shall coordinate all inspections on Acquisition Projects in accordance with normal DOT/Construction Unit procedures.

.5 Developer shall provide District Engineer with copies of all progress payments to the Contractor.

.6 If the Developer desires to be reimbursed for any change order, the Developer shall, prior to undertaking such work, obtain the written acknowledgment of the DOT/Construction Unit Field Representative overseeing such work as to the need to perform the work in order to satisfactorily complete the project. The written acknowledgment shall be



documented on the attached form, Schedule A, entitled "Potential Change of Work Acknowledgement (PCOWA) Mello Roos Community Facilities District (CFD) Project".

.7 The District Engineer shall subsequently determine if any of the adjustments shall be made to the Reimbursement Amount as a result of such change order. The District Engineer's approval shall be obtained on the attached form, Schedule B, entitled "Change of Work Eligibility and Value for Mello-Roos Reimbursement (CWEVR)" and/or supplemental correspondence by the District Engineer.

.8 Contractor and all subcontractors shall pay prevailing wages for all work performed on the project. Developer shall provide certification to the District Engineer that all contractors have complied with the Labor Code including prevailing wage requirements. Copies of certified payrolls shall be provided to the District Engineer upon request.

.9 Revisions to the plans shall be reviewed and approved by the District Engineer in accordance with the normal permit procedure.

.10 For the purposes of these guidelines, the construction shall be considered complete at such time as the Facility is substantially complete and available for public benefit and when the Developer has obtained the following as applicable:

- a. Approval of DOT/Construction Unit.
- b. Approval of all facilities shown on the Plans or included in the Acquisition Projects by the affected utility companies, other affected County Departments, and / or other affected public entities.
- c. Approval of DOT/Construction Unit of all erosion control improvements required by the Plans, grading permit or other regulatory requirements.
- d. Approval by the County Surveyor and / or DOT of all monumentation.
- e. Approval of DOT/Construction Unit of all street improvements, storm drains, street lighting, traffic signals, etc., shown on the plans.

## **6.0 Reimbursement**

.1 Developer submits a request for reimbursement to the District Engineer after the completion of the Project or any portion thereof (as indicated in Section 5.8). The request shall follow the format provided in Schedule C, "Developer Reimbursement Request Format", and shall contain, but not be limited to, the following:

- a. Final quantities and final costs on each contract item, certified by the Engineer of Work, and the total of all construction costs for the Project accompanied by copies of the general contractors construction contract and any other supporting documentation necessary to justify reimbursement.
- b. Approved contract change orders with final quantities and/or final costs, including final pay estimate and final balancing change order.

- c. Certification that the Contractor and all Subcontractors have complied with the labor code “public works” provisions, including prevailing wages on the Project.
- d. Itemized breakdown of other reimbursable costs as delineated in the applicable Acquisition and Disclosure Agreement.
- e. Copies of invoices, vouchers, canceled checks, etc. to support all expenditures by the Developer to be reimbursed.
- f. Copies of Notice of Completion (recorded).
- g. Certification or proof of advertisement as required by sections 3.0 of DOT Guidelines.
- h. Copies of Final Mechanics Lien Release for the facility.
- i. Documentation that right-of-way has been transferred to the County, or at the discretion of the County offered to the County by an Irrevocable Offer of Dedication (IOD).
- j. Copies of the recorded transfer of title to the property or copies of the recorded Irrevocable Offer of Dedication (IOD), as appropriate.
- k. Submittal of written certification from other agencies or utilities involved in the reimbursement request, that the facilities were inspected and completed according to approved plans and specifications, and that any utilities or agency cost reimbursements are disclosed in the CFD reimbursement requests.
- l. Final Inspection Report – The Design Engineer shall prepare a final inspection report containing a statement that the Design Engineer inspected the project on (date) and that all work authorized under the contract has been completed.

In addition, the Developer submits to District Engineer a finalized copy of Official Project Plans which incorporates all approved changes, and a copy of the recorded tract map(s).

.2 At the discretion of the District Engineer, incomplete submittals may be returned to the Developer for completion as specified in this section. Any time limits for review of the request for reimbursement shall not commence until a complete submittal is received.

.3 District Engineer reviews the request for reimbursement and all supporting data in accordance with review procedures, as previously submitted and approved by the Auditor Controller. The District Engineer shall be entitled to rely on the authenticity of all supporting data, documents, representations and certifications provided by the Developer and the respective Design Engineers without independent verification by the District Engineer. All funds reimbursable from other entities shall be itemized and estimated as part of the submittal.

If additional information is required during the review process to comply with Subsection 6.1, District Engineer requests in writing that the Developer supply the supplemental data.

.4 District Engineer provides the following upon completion of Subsection 6.2:

a. Upon receipt of all supporting information, District Engineer prepares the “draft” Acquisition Reports, within thirty (30) working days, based on the requirements outlined in Schedule D, “Standard Acquisition Report Format”.

b. District Engineer prepares separate Acquisition Reports based on the documentation received from the Developer for each of the following:

1. Community Facilities District (CFD) roadway and drainage acquisition.
2. Non-roadway and non-drainage facility acquisition.
3. Formation and study cost reimbursement.

.5 DOT, EID, and CSD (reviewing agencies) are also responsible for reviewing the Acquisition Report to ensure that:

- a. Work has been completed as defined in paragraph 5.8.
- b. Certification of compliance with the labor code “public works” provisions has been received.
- c. Approved Improvement Plans or Record Drawings have been received and are acceptable.
- d. Final quantities and costs have been reviewed and are acceptable.
- e. Equipment manuals (if applicable) have been received and are acceptable.
- f. Appropriate documentation has been provided (i.e., release of lien, warranty. . .).
- g. District Engineer’s recommendation for reimbursement is acceptable.

If there are questions or problems with the Acquisition Report, the reviewing agency contacts the District Engineer directly.

.6 District Engineer provides Submittal Status Sheet to the reviewing agencies. Upon completion of review, the reviewing agency signs the Submittal Status Sheet indicating concurrence with the Acquisition Report and District Engineer’s recommendation.

Upon receipt of Submittal Status Sheet(s) signed by the reviewing agency(s), the District Engineer submits the final report to DOT Administration Division.

.7 DOT Administration Division and Construction Unit reviews the Acquisition Report to verify compliance with all agreements, and to ensure that copies of all applicable agreements are on file at the Auditor-Controller’s offices.

.8 Upon completion of financial review, DOT Administration Division submits the original Acquisition Report along with originals of supporting documentation, to the Auditor-Controller.

.9 The Auditor-Controller reviews the submitted payment request and accompanying supporting documentation to ensure that fulfillment of all contractual obligations have been properly supported by the District Engineer and DOT Administration Division.

.10 Upon completion of review, Auditor-Controller issues makes payment to the Developer, provided that funds from bonds, proceeds or special tax revenue are available for disbursement.

**SCHEDULE A**  
**POTENTIAL CHANGE OF WORK ACKNOWLEDGEMENT**  
**MELLO-ROOS COMMUNITY FACILITIES DISTRICT (CFD) PROJECT**

CFD: _____	Project ID: _____	Project Description: _____
Owner: _____	_____	_____
Contractor: _____	_____	_____
Design Engineer: _____	_____	_____
_____	_____	_____

  

POTENTIAL CHANGE NUMBER: _____	DATE: _____
PLAN REVISION REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
WORK DESCRIPTION: _____	
_____	
_____	
_____	
_____	

---

**POTENTIAL CHANGE OF WORK**

---

1. Prepared by: \_\_\_\_\_  
OWNER Representative/Date

---

2a. In my opinion the aforementioned work does ☐ does not ☐ qualify as a potential change in work.

2b. DOT/Construction comments (required if representative does not concur with the potential change):  
\_\_\_\_\_  
\_\_\_\_\_

---

2c. Acknowledged by: \_\_\_\_\_  
El Dorado DOT/Construction Representative/Date

---

3. Acknowledged by: \_\_\_\_\_  
CFD District Engineer/Date

---

4. Received and Recorded by: \_\_\_\_\_  
OWNER Office Representative/Date

The above signed DOT/Construction Representative and CFD District Engineer acknowledge that the potential change of work described above is required for this project.

The purpose of this acknowledgement is to allow for continued, timely and thorough completion of the work. Subsequent to this acknowledgement, the contract documents will be reviewed to determine if the above described work represents a change from the contract. If a contract change order is required then the reimbursement value for this change, if any, will be determined and submitted for approval to the District Engineer and the Director of DOT. This acknowledgement does not represent approval of design changes or approval of the value of the change as reimbursable under the Mello-Roos Program.

## SCHEDULE B

### CHANGE OF WORK ELIGIBILITY AND VALUE FOR MELLO-ROOS REIMBURSEMENT

CFD: _____	Project ID: _____	Project Description: _____
Owner: _____	_____	_____
Contractor: _____	_____	_____
Design Engineer: _____	_____	_____
_____	_____	_____

CHANGE OF WORK NUMBERS: _____ DATE: _____	
(Copy of completed POTENTIAL CHANGE OF WORK ACKNOWLEDGEMENT forms attached)	
CHANGE OF WORK VALUE: \$ _____	
CHANGE OF WORK ITEMS: _____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
Detailed Backup Attached <input type="checkbox"/>	
<hr/>	
ELIGIBILITY AND VALUE FOR MELLO-ROOS REIMBURSEMENT	
1. Prepared by:	2. Reviewed by:
_____	_____
OWNER Representative/Date	OWNER Office Representative/Date
3. Submitted by:	4. Recommended by:
_____	_____
OWNER Representative/Date	District Engineer/Date
<hr/>	
The above signed District Engineer recommends that the change of work referenced above is ELIGIBLE for Mello-Roos reimbursement and the indicated VALUE for this work will be funded through CFD as funds are available. The recommendation of the District Engineer does not represent approval of design changes.	

**SCHEDULE C  
DEVELOPER REIMBURSEMENT REQUEST FORMAT**

**[DEVELOPER LETTERHEAD]**

Honest District Engineer  
22 Twain Harte Drive  
Big Town, California 99999  
ATTENTION:

SUBJECT: CFD \_\_\_\_\_, Company \_\_\_\_\_

ROUGH ROAD GRADING AND STREET IMPROVEMENTS  
REIMBURSEMENT REQUEST

Dear \_\_\_\_\_:

As required by the County of El Dorado Guidelines for CFD Acquisition Projects and as authorized by the Acquisition and Disclosure Agreement between the \_\_\_\_\_, Company and the County of El Dorado, dated \_\_\_\_\_, we are submitting this request for reimbursement of eligible project costs from County funds.

The work included under this reimbursement request includes the rough grading, storm drains and sewer, pavement, curbs and sidewalks, and traffic signals. All of the work involved was shown on the drawings, listed in Attachment 1, approved by the County of El Dorado.

The total amount requested for reimbursement for the subject work is \$\_\_\_\_\_. This reimbursement should be taken from County funds as follows:

**Eligible for Reimbursement from**

Contract	County Road Impact Fee Account(s)	CFD	Total
<hr/>			
Public Bid Items			
Other Reimbursable			
Costs			
Total			

A breakdown of costs indicating original contract amounts, change orders, and eligible and non-eligible items for reimbursement are provided on Attachment 2. Detailed cost breakdowns, actual installed quantities and engineering back-up, as well as other required items, are provided as described in the Attachments. In addition, for County Road Impact Fee Projects, a distribution of final project costs broken down by County Road Impact Fee Account, CFD, and /or Developer Funded is provided in the Attachments.

\_\_\_\_\_ Company certifies to Honest District Engineer and the County of El Dorado, that with reference to the subject work of this reimbursement request, that prevailing wages have been paid by all contractors and subcontractors and all other labor code requirements for public works have been complied with.

To the best of the \_\_\_\_\_ Company's knowledge, no mechanics liens exist against the property that the work was performed on and whose title will be (or has) transferred to the County of El Dorado. A Title Insurance Policy is attached in the amount of \_\_\_\_\_ for the property involved, herein.

\_\_\_\_\_ Company warrants to the County of El Dorado that it will repair, at its own expense, any faulty or damaged work originally performed as part of this project. This warranty expires \_\_\_\_\_.

In accordance with Section \_\_\_\_\_ of the above mentioned Acquisition and Disclosure Agreement, \_\_\_\_\_ Company has provided written notification to each and every purchaser of residential homes or commercial property owner which a Special Tax will be levied as a result of work performed under this project.

Please see attachments for pertinent correspondence.

We hope that we have satisfied all of the requirements for receiving reimbursement for our costs associated with this work. We anticipate hearing from you no later than 30 days after you receive this package.

Please contact \_\_\_\_\_ at  
\_\_\_\_\_ if you have any questions.

Sincerely yours,

Best Developer in Town



Schedule C ATTACHMENTS  
CFD # \_\_\_\_\_, \_\_\_\_\_ Company  
Reimbursement Request

The following items are to be provided in the Construction Data Binder except as indicated

<u>Attachments</u>	<u>Description</u>
--------------------	--------------------

- |     |   |
|-----|---|
| 1.  | Project Drawing List  |
| 2.  | Project Location Map  |
| 3.  | Contract Breakdown  |
| 4.  | Other Reimbursable costs Summary  |
| 5.  | ( _____ Sheets) Project contract(s) (fully executed)  |
| 6.  | ( _____ Sheets) Potential Change of Work Acknowledgements (fully completed)   |
| 7.  | ( _____ Sheets) Change of Work Eligibility and Value forms (fully completed)  |
| 8.  | Completed Project Approval letters from various agencies.   |
| 9.  | ( _____ Sheets) Contract Bid Line Items with original and actual installed quantities with original and final costs.      |
| 10. | Developer's certification that contractor paid prevailing wages and complied with applicable provisions of the labor code |
| 11. | Final Cost Breakdown by Road Segments.  |
| 12. | ( _____ Sheets) Engineering Back-Up to Final Quantities and Costs.  |
| 13. | Approved Change Orders (Guidelines Sec. 6 )   |
| 14. | Certification that all approved changes are recorded on official plans  |
| 15. | Copy of recorded tract map.   |
| 16. | Invoice and Payment Summary (included in Invoice Summary Binder)  |
| 17. | ( _____ Sheets) Copies of Paid Invoices (included in Invoice Summary Binder)  |
| 18. | Copies of Canceled Checks (included in Invoice Summary Binder)  |
| 19. | Recorded Notice of Completion   |
| 20. | Approved Improvement Plans or Record Drawings (under separate cover)  |
| 21. | Mechanics Lien Releases   |
| 22. | ( _____ Sheets) Title Transfer Documents or Irrevocable offer of Dedication (IOD) as appropriate.                         |
| 23. | ( _____ Sheets) Title Insurance Policy  |
| 24. | Engineers Verification  |

## **SCHEDULE D**

### **STANDARD ACQUISITION REPORT FORMAT**

- I. Submittal Status Sheet(s)  
The submittal status sheets are prepared by the District Engineer, and provided to the reviewing agencies, signed and returned to the District Engineer, to document acceptance of the acquisition facilities by the reviewing agencies.
- II. District Engineer's Cover Letter  
This section will provide an executive summary identifying the facility being acquired, the CFD, the amount of reimbursement requested by the Developer, and the District Engineer's recommendation for reimbursement.
- III. Introduction  
This section will provide a history of the project including identification of landowners, consultants and contractors, key dates, a project location map or reference thereto, and appropriate definitions.
- IV. Certification of Compliance with the Program  
This section will identify and reference each applicable agreement and any amendments, as well as a certified county minute order or resolution approving each. A detailed analysis will be provided to determine what each agreement requires, and whether or not those requirements have been met. (Exhibit D - Attachment 1: Example).
- V. Developer's Request for Reimbursement  
This section will contain the Developer's letter requesting reimbursement. The request letter will provide a breakdown by line items corresponding to those line items identified in the A & D A as being reimbursable.
- VI. Analysis of Facility Cost  
This section will provide a detailed analysis by the district Engineer of the backup information as provided by the Developer to determine the actual cost of the acquisition. The District Engineer will review all design and construction contracts, change orders, checks, invoices, the CFD Engineer's Report and applicable agreements in accordance with previously submitted and approved review procedures to determine the actual cost of the work. The District Engineer shall certify that review in accordance of his procedures has been completed. A line item breakdown of allowable or adjusted cost will be provided in a format corresponding to both the Developer's request letter and the A & D A. In addition, the District Engineer will review any deficiencies such as major changes or claims to determine the affect on the actual value of the acquisition. In accordance with the A & D A, the District Engineer will recommend that the purchase price (reimbursement) be the lesser of the actual cost or actual value.

VII. Overall District Financial Report

This section will include a financial status report for the CFD.

VIII. Exhibits

This section will contain any exhibits referenced in the body of the report. Some typical exhibits include:

1. Project Location map
2. District Engineer's Standard Procedures
3. Applicable Agreement and Amendments with Certified County Minute Order or Resolution. (This should be on file at the County, however, special circumstances may require them to be submitted with reports.)
4. Certification that Invoices and Checks have been Received and Reviewed, (in accordance with previously submitted and approved District Engineer Procedures).
5. Recorded Notice of Completion
6. Other Pertinent Correspondence.