

# ORIGINAL

## AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS FOR CLASS 1 SUBDIVISION BETWEEN COUNTY, OWNERS AND SUBDIVIDER

**THIS AGREEMENT**, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as “County”), and **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, Suite 100, El Dorado Hills, California, 95762; **CAL ATLANTIC GROUP, INC.**, a Delaware corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1420 Rocky Ridge Drive, Suite 320, Roseville, California, 95661; and **WOODSIDE 05N, LP**, a California limited partnership, duly qualified to conduct business in the State of California, whose principal place of business is 111 Woodmere Road, Suite 190, Folsom, California 95630 (hereinafter referred to as “Owners”); and **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, Suite 100, El Dorado Hills, California, 95762 (hereinafter referred to as “Subdivider”), concerning **SERRANO – VILLAGE J6 PHASE 1 – UNIT 1, TM 13-1511** (hereinafter referred to as “Subdivision”); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 18th day of December, 2018.

### RECITALS

Owners are vested with fee title to the Subdivision, a tract of land located in the County of El Dorado, State of California, and described as **SERRANO – VILLAGE J6 PHASE 1 – UNIT 1, TM 13-1511**. Owners desire Subdivider to construct on said property certain public improvements as hereinafter described in connection with the Subdivision.

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

### AGREEMENT

#### **SUBDIVIDER WILL:**

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as “Code”) and shown or described in the improvement plans, specifications and cost estimates entitled **PLANS FOR THE IMPROVEMENT OF SERRANO VILLAGE J6 – PHASE 1 UNIT 1**, which were approved by the County Engineer, Community Development Services, Department of Transportation, on March 27, 2018. Attached hereto is Exhibit A, marked “Improvement Plans for Serrano – Village J6 Phase 1, Unit 1(TM #13-1511) Engineer’s Opinion of Probable Construction Cost – Based on 3<sup>rd</sup> Submittal Improvement Plans \*\*Bass Lake Road Only\*\*,” and “Improvement Plans for Serrano – Village J6 Phase 1, Unit 1(TM #13-1511) Engineer’s Opinion of Probable Construction Cost – Based on 3<sup>rd</sup> Submittal Improvement Plans \*\*Does not include Bass Lake Road Improvements\*\*,” and Exhibit B, marked “Certificate of

Partial Completion of Subdivision Improvements;” all of which Exhibits are incorporated herein and made by reference a part hereof. The Exhibits describe quantities, units, and costs associated with the improvements to be made.

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

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

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

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

6. Provide for and pay the costs of (a) related civil engineering services, including the costs of inspection and utility relocation when required, and (b) attorneys’ fees, costs, and expenses of legal services incurred by County in conjunction with this Agreement.

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

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

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

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

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

**OWNERS WILL:**

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

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

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

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

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

**COUNTY WILL:**

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

16. Upon receipt of a certificate from the County Engineer stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally

the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 120.16.040 of the Code.

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

18. Require Owners and/or Subdivider to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the plans, specifications, and cost estimates as may be deemed by the County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated, provided the amount of such changes in the improvements does not exceed ten percent (10%) of the total estimated cost of the public improvements.

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

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

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

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

**ADDITIONAL PROVISIONS:**

23. The estimated cost of installing all of the improvements is **THREE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND TWENTY-NINE CENTS (\$3,462,177.29)**.

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

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

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

27. Neither this Agreement, nor any part thereof may be assigned by Owners or Subdivider without the express written approval of County.

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

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

County of El Dorado  
Community Development Services  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

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

County of El Dorado  
Community Development Services  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

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

or to such other location as County directs.

Notices to Owners shall be addressed as follows:

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

Attn.: Tom Howard  
Vice President of Construction/Project Manager, Serrano Associates

Cal Atlantic Group, Inc.  
1420 Rocky Ridge Drive, Suite 320  
Roseville, California 95661

Attn.: Larry Gualco  
Senior Vice President, Cal Atlantic Group

Woodside 05N, LP  
111 Woodmere Road, Suite 190  
Folsom, California 95630

Attn.: Scott A. Hoisington  
Vice President

or to such other location as Owners direct.

Notices to Subdivider shall be addressed as follows:

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

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

or to such other location as Subdivider directs.

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

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

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

32. 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  
Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental  
Community Development Services  
Department of Transportation

Dated: 8/29/2018


**Requesting Department Concurrence:**

By: Rafael Martinez  
Rafael Martinez, Director  
Community Development Services  
Department of Transportation

Dated: 8/31/18

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

**--COUNTY OF EL DORADO--**

By:   
Board of Supervisors  
"County"

Dated: 12/18/2018

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

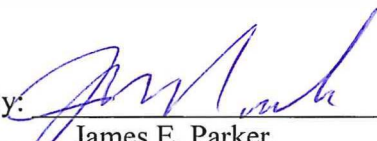
By:   
Deputy Clerk

Dated: 12/18/2018

**OWNERS**

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


By: Parker Development Company  
a California Corporation  
its Managing Member

By:   
James E. Parker  
Vice President  
"Owner"

Dated: 6/21/18



**--CAL ATLANTIC GROUP, INC.--  
--a Delaware Corporation--**

By:   
Larry Gualco  
Senior Vice President  
"Owner"

Dated: 7/16/18

**--WOODSIDE 05N, LP--  
--a California Limited Partnership--**

By: WDS GP, Inc.  
a California Corporation  
its General Partner

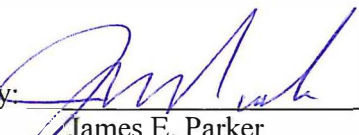
By:   
Scott A. Hoisington  
Vice President  
"Owner"

Dated: 7/3/2018

**SUBDIVIDER**

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

By: Parker Development Company  
a California Corporation  
its Managing Member

By:   
James E. Parker  
Vice President  
"Subdivider"

Dated: 6/21/18

*Notary Acknowledgments Attached*

**OWNER**

**ACKNOWLEDGMENT**

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

State of California

County of El Dorado

On June 21, 2018 before me, Diane Costa, Notary Public  
(here insert name and title of the officer)

personally appeared James E. Parker

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 Diane Costa



(Seal)

**OWNER**

**ACKNOWLEDGMENT**

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

State of California

County of El Dorado

On July 3, 2018 before me, Diane Costa, Notary Public  
(here insert name and title of the officer)

personally appeared Scott A. Haisington

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 Diane Costa

(Seal)

**OWNER**

**ACKNOWLEDGMENT**

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State of California  
County of Placer

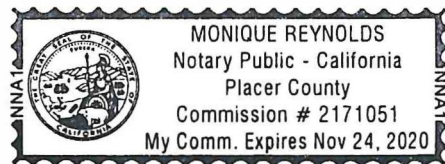
On July 16, 2018 before me, Monique Reynolds, Notary Public,  
(here insert name and title of the officer)

personally appeared Larry Gualco

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 Monique Reynolds

(Seal)

**SUBDIVIDER**

**ACKNOWLEDGMENT**

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

State of California  
County of El Dorado

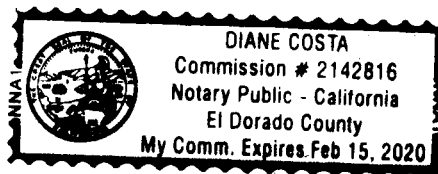
On June 21, 2018 before me, Diane Costa, Notary Public,  
(here insert name and title of the officer)

Personally appeared James E. Parker,

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 Diane Costa

(Seal)

# Exhibit A

**Improvement Plans for Serrano - Village J6 Phase 1, Unit 1(TM #13-1511)**  
**Engineer's Opinion of Probable Construction Cost - Based on 3rd Submittal Improvement Plans**  
**\*\*BASS LAKE ROAD ONLY\*\***

Job number: 2677.219  
 Date: 2/1/2018  
 Plan Set Date: 2/1/2018  
 Prepared by: JRF  
 Reviewed by: DTM

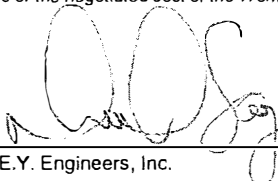
**R.E.Y. ENGINEERS, INC.**  
 Civil Engineers | Land Surveyors | LIDAR  
 905 Sutter Street, Suite 200, Folsom, CA 95630  
 Phone: (916) 366-3300 Fax: (916) 366-3303  
 www.reyengineers.com

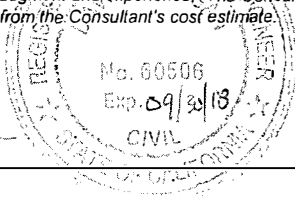


Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
<b>EROSION CONTROL AND FUGITIVE DUST</b>					
1	Erosion Control Measures & SWPPP Compliance	1	LS	\$15,000.00	\$15,000.00
2	Fugitive Dust Control	1	LS	\$5,000.00	\$5,000.00
				<b>Subtotal</b>	<b>\$20,000.00</b>
<b>STREET IMPROVEMENTS</b>					
3	4.5" AC	10,750	SF	\$2.13	\$22,897.50
4	16" AB	10,750	SF	\$4.75	\$51,062.50
5	Remove Vertical Curb & Gutter	101	LF	\$20.00	\$2,020.00
6	Type 2 - Vertical Curb & Gutter	522	LF	\$20.00	\$10,440.00
7	Concrete Sidewalk (4")	4,436	SF	\$5.10	\$22,623.60
8	Grind and Overlay (Pavement Conform)	2,800	SF	\$5.00	\$14,000.00
9	Sawcut and Remove Existing Pavement	40	SY	\$5.00	\$200.00
10	Street Sign	1	EA	\$380.00	\$380.00
11	Relocate Existing Sign	3	EA	\$230.00	\$690.00
12	Remove Existing Striping	1	LS	\$750.00	\$750.00
13	Thermoplastic Striping	1	LS	\$4,000.00	\$4,000.00
14	Thermoplastic Markings	6	EA	\$500.00	\$3,000.00
15	Markers and Delineators (Type K-1 Marker)	1	EA	\$500.00	\$500.00
16	Construction Area Signs	1	LS	\$3,000.00	\$3,000.00
17	Traffic Control	1	LS	\$15,000.00	\$15,000.00
				<b>Subtotal</b>	<b>\$150,563.60</b>
<b>DRAINAGE IMPROVEMENTS</b>					
18	12" HDPE	11	LF	\$35.00	\$385.00
19	18" HDPE	590	LF	\$45.00	\$26,550.00
20	Type 'B' Drainage Inlet	1	EA	\$2,500.00	\$2,500.00
21	48" Manhole	2	EA	\$4,700.00	\$9,400.00
22	36" OMP	1	EA	\$1,500.00	\$1,500.00
23	Remove Existing Drainage Inlets	2	EA	\$800.00	\$1,600.00
24	Connect to Existing Storm Drain	1	EA	\$1,200.00	\$1,200.00
25	TV Inspection	601	LF	\$2.05	\$1,232.05
				<b>Subtotal</b>	<b>\$44,367.05</b>
<b>RECYCLED WATER IMPROVEMENTS</b>					
26	16" DIP	424	LF	\$175.00	\$74,200.00
27	Remove Existing 16" Pipe	434	LF	\$30.00	\$13,020.00
				<b>Subtotal</b>	<b>\$87,220.00</b>
<b>Total Construction Cost</b>					<b>\$302,150.65</b>
<b>Mobilization (5% of Estimated Direct Construction Cost)</b>					<b>\$15,107.53</b>
<b>Total Hard Cost</b>					<b>\$317,258.18</b>

SOFT COSTS					
A	Bond Enforcement Costs	2%			\$6,345.16
B	Construction Staking	4%			\$12,690.33
C	Construction Management & Inspection	10%			\$31,725.82
D	Contingency	10%			\$31,725.82
Subtotal Soft Cost					\$82,487.13
Total Estimated Cost					\$399,745.31

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

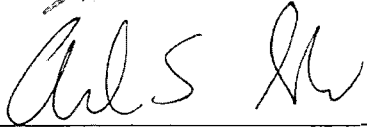
  
 R.E.Y. Engineers, Inc.



02/27/2018  
Date

  
 EID: No Exceptions Taken

3/1/18  
Date

  
 EDC-CDA-TD: No Exceptions Taken

3/14/18  
Date

Improvement Plans for Serrano - Village J6 Phase 1, Unit 1(TM #13-1511)  
 Engineer's Opinion of Probable Construction Cost - Based on 3rd Submittal Improvement Plans  
**\*\*Does not include Bass Lake Road Improvements\*\***

Job number: 2677.219  
 Date: 2/1/2018  
 Plan Set Date: 2/1/2018  
 Prepared by: JRF  
 Reviewed by: DTM

REY. ENGINEERS, INC.  
 Civil Engineers | Land Surveyors | L.D.A.R.  
 905 Cutter Street, Suite 200, Folsom, CA 95630  
 Phone (916) 366-3040 Fax (916) 366-3303  
 www.reyengineers.com




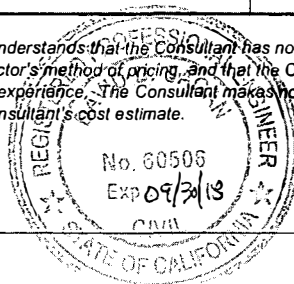
Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
<b>GRADING</b>					
1	Finish Pads	47	LOT	\$350.00	\$16,450.00
2	Retaining Wall - Keystone	19533	SF	\$25.00	\$488,325.00
<b>Grading Subtotal</b>					<b>\$504,775.00</b>
<b>EROSION CONTROL</b>					
3	Fugitive Dust Control	47	LOT	\$625.00	\$29,375.00
4	SWPPP Compliance	47	LOT	\$2,000.00	\$94,000.00
<b>Erosion Control Subtotal</b>					<b>\$123,375.00</b>
<b>STREET IMPROVEMENTS</b>					
5	3" AC	87,992	SF	\$1.75	\$153,986.00
6	8" AB	87,992	SF	\$1.75	\$153,986.00
7	Type 1 - Rolled Curb & Gutter (Modified)	3,252	LF	\$20.00	\$65,040.00
8	Type 2 - Vertical Curb & Gutter (Modified)	1,587	LF	\$20.00	\$31,740.00
9	Type 3 - Median/Barrier Curb	174	LF	\$16.00	\$2,784.00
10	Concrete Sidewalk (4")	12,718	SF	\$5.10	\$64,861.80
11	Pedestrian Ramp	10	EA	\$1,190.00	\$11,900.00
12	Grind and Overlay (Pavement Conform)	1,053	SF	\$5.00	\$5,265.00
13	Sawcut and Remove Existing Pavement	145	SY	\$5.00	\$725.00
14	Traffic Barricade w/ W31 Sign (3)	46	LF	\$38.00	\$1,748.00
15	Stop Bar and "STOP" sign	6	EA	\$800.00	\$4,800.00
16	Street Sign	6	EA	\$380.00	\$2,280.00
17	Remove Existing Barricade	2	EA	\$500.00	\$1,000.00
18	Construction Area Signs	1	LS	\$3,000.00	\$3,000.00
<b>Street Improvements Subtotal</b>					<b>\$503,115.80</b>
<b>POTABLE WATER IMPROVEMENTS</b>					
19	6" Fire Hydrant Line (DR-14)	42	LF	\$42.00	\$1,764.00
20	8" PVC C900, DR-18	2,356	LF	\$49.00	\$115,444.00
22	8" Gate Valve	12	EA	\$1,843.00	\$22,116.00
23	2" Blow Off	4	EA	\$1,842.00	\$7,368.00
24	1" Air Release Valve	5	EA	\$3,086.00	\$15,430.00
25	Fire Hydrant Assembly	4	EA	\$5,855.00	\$23,420.00
26	1" Service	47	EA	\$1,452.00	\$68,244.00
27	Remove Ex. Temp BO/ARV & Connect to Ex. Waterline	2	EA	\$2,200.00	\$4,400.00
<b>Potable Water Subtotal</b>					<b>\$258,186.00</b>



DRAINAGE IMPROVEMENTS					
28	12" HDPE	278	LF	\$35.00	\$9,730.00
29	18" HDPE	1,488	LF	\$45.00	\$66,960.00
30	Type 'B' Drainage Inlet	9	EA	\$2,500.00	\$22,500.00
31	Reinforced Type 'B' Drainage Inlet	6	EA	\$3,600.00	\$21,600.00
32	48" Manhole	17	EA	\$4,700.00	\$79,900.00
33	Connect to Existing Storm Drain	2	EA	\$1,200.00	\$2,400.00
34	TV Inspection	1,766	LF	\$2.05	\$3,620.30
<b>Drainage Subtotal</b>					<b>\$206,710.30</b>
SEWER IMPROVEMENTS					
35	6" PVC, SDR-26	2,226	LF	\$59.00	\$131,334.00
36	48" Manhole	10	EA	\$6,645.00	\$66,450.00
37	48" Manhole with Lining	4	EA	\$9,986.00	\$39,944.00
38	Sewer Service (4")	48	EA	\$1,766.00	\$84,768.00
39	TV Camera Inspection	2,226	LF	\$2.05	\$4,563.30
40	6" Sewer Clean Out (Temp)	3	EA	\$848.00	\$2,544.00
41	Connect to Existing Sewerline	2	EA	\$1,200.00	\$2,400.00
<b>Sewer Subtotal</b>					<b>\$332,003.30</b>
RECYCLED WATER IMPROVEMENTS					
42	6" PVC Sleeves	645	LF	\$44.00	\$28,380.00
43	6" PVC, C900, DR-14	187	LF	\$48.00	\$8,976.00
44	6" Gate Valve	3	EA	\$1,723.00	\$5,169.00
45	2" Blow Off	1	EA	\$1,711.00	\$1,711.00
46	1" Air Release Valve	1	EA	\$2,962.00	\$2,962.00
47	2" Water Meter	2	EA	\$2,000.00	\$4,000.00
48	6"x16" Hot Tap	1	EA	\$2,000.00	\$2,000.00
49	Remove Ex. Temp BO/ARV & Cap Ex. Waterline	2	EA	\$2,200.00	\$4,400.00
<b>Recycled Water Subtotal</b>					<b>\$57,598.00</b>
DRY UTILITY COSTS					
50	Includes- Joint Utility Trench, Utility Services, Conduit & Service Boxes and Wiring & Transformer	47	LOT	\$7,000.00	\$329,000.00
<b>Dry Utility Subtotal</b>					<b>\$329,000.00</b>
<b>Total Construction Cost</b>					<b>\$2,314,763.40</b>
<b>Mobilization (5% of Estimated Direct Construction Cost)</b>					<b>\$115,738.17</b>
<b>Total Hard Cost</b>					<b>\$2,430,501.57</b>
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$48,610.03
B	Construction Staking	4%			\$97,220.06
C	Construction Management & Inspection	10%			\$243,050.16
D	Contingency	10%			\$243,050.16
<b>Subtotal Soft Cost</b>					<b>\$631,930.41</b>
<b>Total Estimated Cost</b>					<b>\$3,062,431.98</b>

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

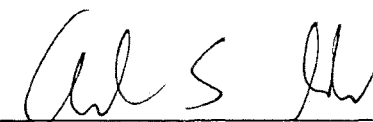
  
 R.E.Y. Engineers, Inc.



2/7/2019  
 Date

  
 EID: No Exceptions Taken

2/27/18  
 Date

  
 EDC-CDA-TD: No Exceptions Taken

3/14/18  
 Date

# Exhibit B

## Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Serrano Village J6 - Phase 1 - Unit 1, TM 13-1511 have been completed, to wit:

	Total Amount	Percent Completed	Remaining Amount
<b>On-Site Improvements</b>			
Grading	\$ 504,775.00	0%	\$ 504,775.00
Erosion Control and Fugitive Dust	\$ 123,375.00	0%	\$ 123,375.00
Street Improvements	\$ 503,115.80	0%	\$ 503,115.80
Potable Water Improvements	\$ 258,186.00	0%	\$ 258,186.00
Drainage Improvements	\$ 206,710.30	0%	\$ 206,710.30
Sewer Improvements	\$ 332,003.30	0%	\$ 332,003.30
Recycled Water Improvements	\$ 57,598.00	0%	\$ 57,598.00
Dry Utility Costs	\$ 329,000.00	0%	\$ 329,000.00
Mobilization (5%)	\$ 115,738.17		\$ 115,738.17
Bond Enforcement (2%)	\$ 48,610.03		\$ 48,610.03
Construction Staking (4%)	\$ 97,220.06		\$ 97,220.06
Construction Management & Inspection (10%)	\$ 243,050.16		\$ 243,050.16
Contingency (10%)	\$ 243,050.16		\$ 243,050.16
<b>Subtotal</b>	<b>\$ 3,062,431.98</b>		<b>\$ 3,062,431.98</b>
<b>Bass Lake Road Improvements</b>			
Erosion Control and Fugitive Dust	\$ 20,000.00	0%	\$ 20,000.00
Street Improvements	\$ 150,563.60	0%	\$ 150,563.60
Drainage Improvements	\$ 44,367.05	0%	\$ 44,367.05
Recycled Water Improvements	\$ 87,220.00	0%	\$ 87,220.00
Mobilization (5%)	\$ 15,107.53		\$ 15,107.53
Bond Enforcement (2%)	\$ 6,345.16		\$ 6,345.16
Construction Staking (4%)	\$ 12,690.33		\$ 12,690.33
Construction Management & Inspection (10%)	\$ 31,725.82		\$ 31,725.82
Contingency (10%)	\$ 31,725.82		\$ 31,725.82
<b>Subtotal</b>	<b>\$ 399,745.31</b>		<b>\$ 399,745.31</b>
<b>Total</b>	<b>\$ 3,462,177.29</b>		<b>\$ 3,462,177.29</b>


I estimate the total cost of completing the improvements agreed to be performed by the Subdivider to be **Three Million Four Hundred Sixty-Two Thousand One Hundred Seventy-Seven Dollars and Twenty-Nine Cents (\$3,462,177.29)**.

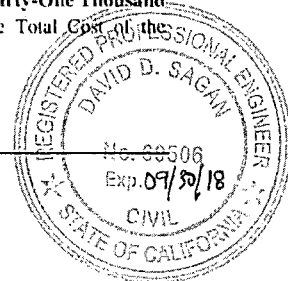
I estimate the total cost of completing the remainder of the improvements to be **Three Million Four Hundred Sixty-Two Thousand One Hundred Seventy-Seven Dollars and Twenty-Nine Cents (\$3,462,177.29)** and the total cost of the completed work to be **Zero Dollars (\$0.00)**.

The amount of the Performance Bond is **Three Million Four Hundred Sixty-Two Thousand One Hundred Seventy-Seven Dollars and Twenty-Nine Cents (\$3,462,177.29)**, representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is **One Million Seven Hundred Thirty-One Thousand Eighty-Eight Dollars and Sixty-Four Cents (\$1,731,088.64)**, which is 50% of the Total Cost of the Improvements.


DATED: 5/29/2018

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

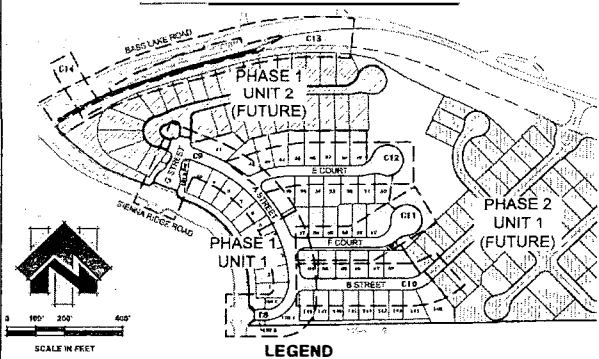


**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: 5/30/2018

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

**BASS LAKE HILLS SITE PLAN**



**LEGEND**

EXISTING	PROPOSED	DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION
---	---	CURB, GUTTER & SIDEWALK	---	---	SIDEWALK RAMP
○	○	DRAIN MANHOLE	○	○	TREE TO BE REMOVED/RELOCATED
○	○	SEWER MANHOLE	○	○	SPOT ELEVATION
---	---	DRAIN INLET	---	---	STREET NAME SIGN PER STD. PLAN 105B
---	---	SEWER LINE AND SIZE	---	---	30" R-1 STOP SIGN, 12" STOP BAR & STOP PAVEMENT MARKINGS PER COUNTY STANDARDS
---	---	DRAIN LINE AND SIZE	---	---	
---	---	WATER LINE AND SIZE	---	---	
---	---	RECLAIMED WATER LINE AND SIZE	---	---	
---	---	WATER SERVICE	---	---	
---	---	RECLAIMED WATER SERVICE	---	---	
---	---	GRAVITY SEWER SERVICE	---	---	
---	---	WATER/RECLAIMED WATER VALVE	---	---	
---	---	FIRE HYDRANT	---	---	
---	---	BLOW-OFF	---	---	
---	---	AIR RELEASE VALVE	---	---	
---	---	GAS, TELEPHONE OR ELECTRIC	---	---	
---	---	PROPERTY LINE & EUC ELEVATION	---	---	
---	---	STREET BARRICADE	---	---	

**ABBREVIATIONS**

AB - AGGREGATE BASE	JT - JOINT TRENCH
AC - ASPHALT CONCRETE	LF - LINEAR FOOT
ARV - AIR RELEASE VALVE	MH - MANHOLE
AVE - AVENUE	NIS - NOT TO SCALE
BLDG - BUILDING	POC - PORTLAND CEMENT CONCRETE
BO - BLOW-OFF	PO - POWER POLE
BOVA - BACK OF VALVE	PPVC - POLYPROPYLENE CHLORIDE
COM - COMMUNICATION	R - RECYCLED WATER
CP - CAST-IRON PIPE	RY - RIGHT OF WAY
CMP - CORRUGATED METAL PIPE	SS - SANITARY SEWER
CL - CENTERLINE	SSD - STORM DRAIN
CO - CURB OR CURB INLET	SS - SANITARY SEWER
FLC - FLEECING	ST - STREET
EL - ELEVATION	TSB - TOP BACK OF CURB
EP - EDGE OF PAVEMENT	TRW - TOP BACK OF SIDEWALK
ET - ELEVATION	STA - STATION
F - FUTURE	W - WATER
F&I - FIRE HYDRANT ASSEMBLY	WM - WATER METER
FL - FLOW LINE	WB - WATER SERVICE
INTX - INTERSECTION	XMG - CROSSING

**GENERAL NOTES:**

**OWNER OF RECORD**  
SERRANO ASSOCIATES, LLC  
4625 SERRANO PARKWAY  
EL DORADO HILLS, CALIFORNIA 95762-4231  
916-935-1060

**ASSESSOR PARCEL NUMBER(S):**  
APN 123-570-03 & 123-570-04

**BENCH MARK**  
DESCRIPTION: U-127 3" DIA BRASS DISK  
ELEV. 571.085  
LOCATED IN TOP OF ROCK 78 FEET SE OF CENTERLINE OF WHITE ROCK ROAD AT A POINT 1500 FEET SW OF LATROBE ROAD.

**RASIS OF HEARING**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THAT OF SUBDIVISION I-19 AND IS GRID NORTH

**WDID #** 5509C380010

**RECYCLED WATER SERVICE CERTIFICATION:**  
I HEREBY CERTIFY THAT THE RECYCLED WATER SYSTEM AS SHOWN ON SHEETS C1 THROUGH C18 HAS BEEN DESIGNED TO PROVIDE EACH LOT (OR FACILITY) OF THIS TRACT (PROJECT) WITH ADEQUATE RECYCLED WATER PRESSURE AS OF THE DATE SHOWN, BASED ON CRITERIA SUPPLIED BY THE EL DORADO IRRIGATION DISTRICT.

**WATER SERVICE CERTIFICATION:**  
I HEREBY CERTIFY THAT THE WATER SYSTEM AS SHOWN ON SHEETS C1 THROUGH C18 HAS BEEN DESIGNED TO PROVIDE EACH LOT (OR FACILITY) OF THIS TRACT (PROJECT) WITH ADEQUATE WATER PRESSURE AND FIRE FLOW AS OF THE DATE SHOWN, BASED ON CRITERIA SUPPLIED BY THE EL DORADO IRRIGATION DISTRICT.

**SEWER SERVICE CERTIFICATION:**  
I HEREBY CERTIFY THAT THE SEWER SYSTEM AS SHOWN ON SHEETS C1 THROUGH C18 HAS BEEN DESIGNED TO PROVIDE EACH LOT (OR FACILITY) OF THIS TRACT (PROJECT) WITH SEWER SERVICE AS OF THE DATE SHOWN, BASED ON CRITERIA SUPPLIED BY THE EL DORADO IRRIGATION DISTRICT.

RECYCLED WATER SERVICE CERTIFICATION:  
I HEREBY CERTIFY THAT THE RECYCLED WATER SYSTEM AS SHOWN ON SHEETS C1 THROUGH C18 HAS BEEN DESIGNED TO PROVIDE EACH LOT (OR FACILITY) OF THIS TRACT (PROJECT) WITH ADEQUATE RECYCLED WATER PRESSURE AS OF THE DATE SHOWN, BASED ON CRITERIA SUPPLIED BY THE EL DORADO IRRIGATION DISTRICT.

DATE: 2/20/18  
DONALD T. MCCORMICK R.C.E. 42556

SEWER SERVICE CERTIFICATION:  
I HEREBY CERTIFY THAT THE SEWER SYSTEM AS SHOWN ON SHEETS C1 THROUGH C18 HAS BEEN DESIGNED TO PROVIDE EACH LOT (OR FACILITY) OF THIS TRACT (PROJECT) WITH SEWER SERVICE AS OF THE DATE SHOWN, BASED ON CRITERIA SUPPLIED BY THE EL DORADO IRRIGATION DISTRICT.

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DATE: 2/20/18  
DONALD T. MCCORMICK R.C.E. 42556

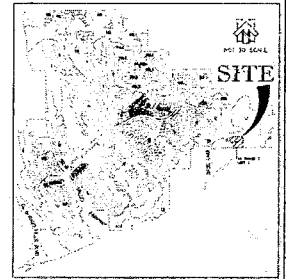
**PLANS FOR THE IMPROVEMENT OF SERRANO VILLAGE J6 - PHASE 1 UNIT 1**

COUNTY OF EL DORADO, CALIFORNIA  
TM 13-1511



**SHEET INDEX**

C1	TITLE SHEET	C11	PLAN AND PROFILE - F COURT
C2	GENERAL NOTES	C12	PLAN AND PROFILE - E COURT
C3	CONDITIONS OF APPROVAL	C13	PLAN AND PROFILE, STRIPING - BASS LAKE ROAD
C4	CONDITIONS OF APPROVAL, TYPICAL SECTIONS AND DETAILS	C14	PLAN AND PROFILE - RECYCLED WATER LINE
C5	TYPICAL SECTIONS AND DETAILS	C16	EROSION CONTROL NOTES
C6	UTILITY PLAN	C17	EROSION CONTROL DETAILS
C7	PAVING PLAN	C15	EROSION CONTROL PLAN
C8	PLAN AND PROFILE - A STREET	C18	KEYSTONE WALL PLAN
C9	PLAN AND PROFILE - A & G STREETS	C19	KEYSTONE WALL DETAILS
C10	PLAN AND PROFILE - B STREET	G1 -	ROUGH GRADING PLANS (FOR REFERENCE ONLY)
		G18	



**GRADING AND GEOTECHNICAL SPECIFICATIONS:**  
ALL GRADING SHALL BE DONE UNDER OBSERVATION AND TESTING BY A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND IF REQUIRED BOTH A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND AN ENGINEERING GEOLOGIST. ALL GRADING MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE COUNTY ORDINANCES AND THE RECOMMENDATIONS AND SPECIFICATIONS SET FORTH IN THE SOILS REPORT OR GEOLOGICAL/GEOTECHNICAL INVESTIGATION ENTITLED:

SEE BELOW (TITLE, PROJECT NUMBER, SOILS ENGINEERING COMPANY NAME, DATE)  
ALL FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MOST RECENT VERSION OF ASTM D-1557 OR AN APPROVED ALTERNATIVE STANDARD. AT COMPLETION OF THE GRADING OPERATIONS, AN AS-GRADED SOILS OR IF REQUIRED, AND AS-GRADED SOILS AND GEOLOGICAL REPORT WILL BE PREPARED. ONE COPY OF THE AS-GRADED REPORT WILL BE SUBMITTED TO EACH THE DOT INSPECTOR AND DOT DEVELOPMENT SERVICES UNIT, WITHIN 15 DAYS OF THE COMPLETION OF GRADING.

**GEOTECHNICAL ENGINEERS STATEMENT:**  
THESE GRADING PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS OUTLINED IN THE REFERENCE SOILS REPORT OR GEOLOGICAL/GEOTECHNICAL INVESTIGATION PREPARED FOR THIS DEVELOPMENT PROJECT.

CEGM DATE EXPIRES (SEAL)  
(NAME) RGE# 2712 2/6/18 6/30/19 (SEAL)  
(NAME) DATE EXPIRES

**DESIGNED UNDER THE DIRECTION OF**  
DONALD T. MCCORMICK R.C.E. 42556 DATE 2/20/18

**EL DORADO IRRIGATION DISTRICT**  
APPROVED BY DATE  
2733 DEV 907838 3/16/18 6322

**PLANNING APPROVAL**  
COUNTY OF EL DORADO PLANNING DEPARTMENT DATE 7-27-18

**COUNTY OF EL DORADO COMMUNITY DEVELOPMENT AGENCY TRANSPORTATION DIVISION**  
ANDREW GABER R.C.E. 45197 DATE 3/27/2018

**EL DORADO HILLS FIRE DEPARTMENT**  
DATE 3/6/18

**UTILITY REPRESENTATIVES**

UTILITY	REPRESENTATIVE	TELEPHONE
WAS	PO & E	JOHN KELLY DONOVAN (916) 937-2722
WAS	POST & E	JOHN KELLY DONOVAN (916) 937-2722
TELEPHONE	WEST	JOHN KELLY DONOVAN (916) 937-2722
WATER	E&D	JERRY SHAMBERG (916) 937-2722
WATER	E&D	MARC MACKAY (916) 937-2722
WATER	E&D	MARC MACKAY (916) 937-2722
USA	USA	CONTACT INSPECTOR (916) 937-2722
CSK	EL DORADO HILLS FIRE DEPT.	MARSHALL COOK (916) 937-2722
		MP MILLER

**RECYCLED WATER MATERIAL LIST**

ITEM	MANUFACTURER	MODEL/TYPE/ SIZE/TOTAL	QUANTITY
6" PIPE			
6" VALVES			
SERVICES			
ARV VALVES			
BO VALVES			
16" PIPE			
FITTINGS			

**SEWER MATERIAL LIST**

ITEM	MANUFACTURER	MODEL/TYPE/ SIZE/TOTAL	QUANTITY
FITTINGS			
48" MANHOLES			
48" LINED MANHOLES			
60" LINED MANHOLES			
SERVICES			

**WATER MATERIAL LIST**

ITEM	MANUFACTURER	MODEL/TYPE/ SIZE/TOTAL	QUANTITY
6" PIPE			
FIRE HYDRANTS			
SERVICES			
1 1/2" VALVES			
ARV VALVES			
BO VALVES			

**DRAWING SCALE**  
HORIZ. SCALE: AS SHOWN  
VERT. SCALE: 1" = 20'

**DRAWING INFO**  
DATE: 2/20/18  
DRAWN BY: DONALD T. MCCORMICK  
CHECKED BY: [Signature]  
PROJECT NO. 21  
SHEET NO. C1 OF C19

**IMPROVEMENT PLANS FOR: SERRANO VILLAGE J6, PHASE 1 - UNIT 1**  
PD 13-0001 / TM 13-1511  
TITLE SHEET  
ORADO COUNTY CALIFORNIA