

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM**

**ACQUISITION AGREEMENT
BY AND BETWEEN
COUNTY OF EL DORADO
AND
SILVER SPRINGS, LLC**

Dated as of April 1, 2007

ACQUISITION AGREEMENT

Recitals

- A. The parties to this Acquisition Agreement (the "Agreement") are the COUNTY OF EL DORADO, (the Local Agency"), and SILVER SPRINGS, LLC, a California limited liability company (the "Developer").
- B. The effective date of this Agreement-is April 1, 2007.
- C. The Developer has applied for financing of certain public capital improvements (the "Acquisition Improvements") and water/sewer service fees though the Statewide Community Infrastructure Program ("SCIP") administered by the California Statewide Communities Development Authority (the "Authority") and such application has been approved by the Local Agency.
- D. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the "Available Amount".
- E. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which description is subject to modification by written amendment of this Agreement, subject to the approval of the Authority.
- F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.
- G. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefore.
- H. In consideration of Recitals A through G, inclusive, and the mutual covenants, undertakings and obligations-set forth below, the Local Agency and the Developer agree as stated below.

ARTICLE I

DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition Improvements” shall have the meaning assigned to such term in Recital E.

“Acquisition Price” means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

“Actual Cost” means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as determined pursuant to the Guidelines.

“Agreement” means this Acquisition Agreement, dated as of April 1, 2007.

“Assessment District” means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

“Authority” means the California Statewide Communities Development Authority.

“Available Amount” means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

“Code” means the Streets and Highways Code of the State of California.

“District Engineer” means County Engineer, County of El Dorado.

“Developer” means Silver Springs, LLC, a California limited liability company.

“Guidelines” means the guidelines for Acquisition Projects attached hereto as Exhibit B.

“Local Agency” means the County of El Dorado.

“Project” means the land development program of the Developer pertaining to the Developer's property in the Assessment District, including the design, right of way

acquisition and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

"SCIP" means the Statewide Community Infrastructure Program of the Authority.

"SCIP Requisition" means a requisition for payment of funds from the Silver Springs, LLC Acquisition Account in substantially the form attached hereto as Exhibit C.

"SCIP Trust Agreement" means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

"SCIP Trustee" means Wells Fargo Bank, National Association, as trustee under the SCIP Trust Agreement.

"Silver Springs, LLC Acquisition Account" means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP . Developer has applied for financing thorough SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Silver Springs, LLC Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain the Silver Springs, LLC Acquisition Account for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Silver Springs, LLC Acquisition Account shall remain in the Silver Springs, LLC Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the Silver Springs, LLC

Acquisition Account shall be withdrawn by the Local Agency in accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Silver Springs, LLC Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefore. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. The Developer agrees that any acquisition Improvements it constructs and installs will be constructed and installed in accordance with the "Guidelines", a copy of which is attached hereto as Exhibit B and made a part hereof.

Section 2.02. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. The procedures for Developer requests for acquisition and payment, determinations that Acquisition Improvements are ready for acceptance, determinations of the amount payable on account of such acquisition, and transfer of ownership of completed Acquisition Improvements shall be governed by the guidelines attached hereto as Exhibit B and by this reference incorporated herein. To the extent of any conflicts between the

provisions of Exhibit B and the provisions in the main body of this Agreement, the provisions in the main body of this Agreement shall govern.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Silver Springs, LLC Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Silver Springs, LLC Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Silver Springs, LLC Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Silver Springs, LLC Acquisition Account at the time such payment is requested; no other funds whatsoever of the Local Agency shall be obligated therefore.

(a) Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the Silver Springs, LLC Acquisition Account of the Acquisition Price for the Acquisition Improvements shall be conditioned first upon the determination of the District Engineer, pursuant to the Guidelines.

Section 2.03. SCIP Requisition. Upon a determination by the District Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to the Guidelines, the District Engineer shall cause a SCIP Requisition to be submitted to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, 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 or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or—regarding the

Developer, its proposed- developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any sole or active negligence of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency 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 (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval 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.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, 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 Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

Deputy Director of Administration
County of El Dorado Department of Transportation
2850 Fair Lane Court
Placerville, CA 95667

If to the Developer:

Silver Springs, LLC
c/o The Cambay Group
2999 Oak Road, Suite 400
Walnut Creek, CA 94597

Either party may change its address by giving notice in writing to the other party.

Section 3.08. 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.

Section 3.09. 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.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

COUNTY OF EL DORADO

**ATTEST:
Clerk of the Board of Supervisors**

Chairman, Board of Supervisors

By _____

**SILVER SPRINGS, LLC,
a California limited liability company**

By _____
(Signature)

(Print Name)

EXHIBIT A

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

ACQUISITION IMPROVEMENTS	BUDGETED AMOUNTS
1. Green Valley Road / Deer Valley Road intersection turn lanes (inc. engineering)	\$883,000
2. Green Valley Road / Silver Springs Parkway widening (inc. engineering)	\$976,000
3. Silver Springs Parkway/Bass Lake Road off-Site improvements (inc. engineering)	\$1,520,000.00
4. Silver Springs Parkway, Phase 2	\$4,793,000.00
5. Madera right turn lane	\$43,000.00
6. Silver Springs Parkway, On-site improvements (inc. engineering)	\$1,575,000.00

EXHIBIT B

COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION GUIDELINES FOR SCIP ASSESSMENT DISTRICT ACQUISITION PROJECTS

INTRODUCTION

By resolution adopted by the Board of Supervisors (the "Board") of the County of El Dorado (the "County") on December 5, 2006, the County has become a participant in the Statewide Community Infrastructure Program ("SCIP"), enabling developers which have obtained development entitlements for land development projects in the County to obtain financing of capital Improvements and related capital Improvements fees (collectively, "Acquisition Improvements") through assessment district proceedings (the "SCIP Assessment District") conducted by the California Statewide Communities Development Authority ("CSCDA").

The purpose of these guidelines is to describe the process of administration, construction, acceptance, and reimbursement for Acquisition Improvements (collectively, "Acquisition Projects"). It is recognized that special circumstances may require deviation and/or modification of these guidelines to comply with corresponding procedures applicable to SCIP, 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. It is understood that the provisions of any applicable agreement, including an Acquisition Agreement to which these guidelines may be appended, takes precedence over the guidelines included herein in any area of conflict.

It is expressly acknowledged that establishment of SCIP Assessment Districts, for the issuance, sale and delivery of bonds secured by the unpaid assessments (the "CSCDA Bonds"), for the administration of the proceeds of sale of the CSCDA Bonds and the disbursement of such proceeds to pay for completed Acquisition Improvements, and for the collection and enforcement of assessment installments on account of unpaid assessments are the sole and exclusive responsibility of CSCDA, and the County has no responsibility or authority with respect thereto. The responsibility within the County for Acquisition Projects is assigned as follows:

- a. Plan and Bid Document review and approval - DOT/Development Services and District Engineer
- b. Construction Inspection - DOT/Construction Unit
- c. Preparation of Acquisition Reports – District Engineer

- d. Engineering Review of Acquisition Reports - DOT/Construction Unit
- e. Financial Review of Acquisition Reports - DOT/Administration Division.

1.0 Definitions

- a. Acquisition Agreement (Acquisition Agreement) - An agreement between a Developer and the County of El Dorado, providing the terms and conditions upon which the County will acquire certain public Improvements from the Developer and reimburse the Developer for certain capital Improvements fees.
- b. Acquisition Improvement - Those certain public facility improvements and impact fees which are described in the Acquisition Agreement.
- c. Acquisition Improvement Number - Sequential numbers which have been assigned by the District Engineer to each Acquisition Improvement in order to correlate them with the Improvements listed in the engineer's report for the SCIP Assessment District and the Acquisition Report.
- d. Acquisition Projects - As defined by these guidelines, is an Acquisition Improvement or a set of Acquisition Improvements within an approved SCIP Assessment District constructed and installed by a Developer for reimbursement under the provisions of these guidelines and pursuant to the applicable Acquisition Agreement.
- 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 Improvement.
- f. Advertisement - Published public notice soliciting bids for the construction and installation of the Acquisition Improvements, 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 Improvements.

- h. SCIP Assessment Districts – Assessment districts legally formed by CSCDA pursuant to the Municipal Improvement Act of 1913.
- i. Completed Improvements - Those certain Improvements which were completed prior to the date of formation of the SCIP Assessment District and deemed eligible as an Acquisition Improvement.
- 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 possesses 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 Improvements 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 CSCDA to participate in a SCIP Assessment District.
- n. District Engineer - County Engineer, County of El Dorado, or the designee of the County Engineer.
- o. Engineer's Estimate - A cost estimate prepared by the Design Engineer and approved by the District Engineer.
- p. Facility - The term "Facility", if used by itself, shall be taken to mean "Acquisition Improvement". Facility shall be eligible for acquisition at such time as they are substantially complete and available for public benefit.
- q. Guidelines for SCIP Assessment District Acquisition Projects – this Exhibit B.
- r. Plans - Final bid drawings prepared by the Design Engineer and its consultants and approved by the County for construction of the Acquisition Project.

- s. Engineer's Report – The written hearing report required by statute with respect to the formation of a SCIP Assessment District.
- t. Purchase Price - The amount to be paid from the appropriate SCIP account for the Acquisition Improvements in accordance with the provisions of the Acquisition Agreement.
- u. Reviewing Agencies – Those public entities other than the County, if any, responsible for reviewing, approving and accepting for maintenance, Improvements or portions of Improvements constructed under the SCIP Assessment District.
- v. Assessment District - A special assessment district created under the Municipal Improvement Act of 1913.
- w. 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.
- x. 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.
- y. Subdivision Security – Improvement Security(s) as required by Section 66462.c of the California Government Code (Subdivision Map Act).
- z. 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 Improvements are included and a note indicating the general category of improvement eligible for SCIP Assessment District reimbursement. The reference to special district Improvements 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 SCIP Assessment District reimbursement of costs. However, the reference to SCIP Assessment District improvements indicated on the plans is for general information only and does not constitute approval or disapproval of project eligibility for cost reimbursement. The actual SCIP Assessment District 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 Acquisition Agreement or other applicable agreement directly related to the SCIP Assessment District.
- b. The Improvements for which the Construction Security is required are Acquisition Improvements included in the Engineer's Report and eligible for reimbursement from funds of a SCIP Assessment District, and,
- c. CSCDA is in receipt of SCIP Assessment District bond proceeds for those specific Acquisition Improvements, and,
- d. The contract for construction of the Improvements 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 the 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 Acquisition Agreements.
- 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) Assessment District 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 SCIP Assessment District 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 Improvements 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 Improvements were inspected and completed according to approved plans and specifications, and that any utilities or agency cost reimbursements are disclosed in the SCIP Assessment District 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. 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. SCIP Assessment District 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.
- .8 Upon completion of financial review, DOT Administration Division submits a requisition to the SCIP Program Administrator, substantially in the form of Exhibit C of the Acquisition Agreement, for disbursement to the Developer of the Acquisition Price from the appropriate SCIP account.
- .9 DOT Administrative Division will additionally submit a requisition to the SCIP Program Administrator for disbursement to the County for the administrative time used in preparation of the Acquisition Report from the appropriate SCIP account.

SCHEDULE A
POTENTIAL CHANGE OF WORK ACKNOWLEDGEMENT
SCIP ASSESSMENT DISTRICT PROJECT

SCIP ASSESSMENT DISTRICT: _____	Project ID: _____	Project Description: _____
Owner: _____	_____	_____
Contractor: _____	_____	_____
Design Engineer: _____	_____	_____
_____	_____	_____

POTENTIAL CHANGE NUMBER: _____	DATE: _____
PLAN REVISION REQUIRED: _____	YES _____ NO _____
	<input type="checkbox"/> <input type="checkbox"/>
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: _____
District Engineer/Date

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

The above signed DOT/Construction Representative and 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 **SCIP** Program.

SCHEDULE B
CHANGE OF WORK ELIGIBILITY AND VALUE
FOR SCIP REIMBURSEMENT

SCIP ASSESSMENT DISTRICT:	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

ELIGIBILITY AND VALUE FOR SCIP 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

The above signed District Engineer recommends that the change of work referenced above is ELIGIBLE for SCIP reimbursement and the indicated VALUE for this work will be funded through the SCIP Assessment District as funds are available. The recommendation of the District Engineer does not represent approval of design changes.

SCHEDULE C

EXAMPLE LETTER

“DEVELOPER LETTERHEAD”

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

ATTENTION:

SUBJECT: SCIP ASSESSMENT DISTRICT
_____, Company _____
ROUGH ROAD GRADING AND STREET IMPROVEMENTS
REIMBURSEMENT REQUEST

Dear _____:

As required by the County of El Dorado Guidelines for SCIP Assessment District Acquisition Projects and as authorized by the Acquisition Agreement between Silver Springs, LLC and the County of El Dorado, dated as of April 1, 2007, we are submitting this request for reimbursement of eligible project costs from SCIP 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 SCIP funds as follows:

	Eligible for Reimbursement from			
Contract	County Road Impact Fee Account(s)	SCIP ASSESSMENT DISTRICT		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, SCIP Assessment District, and /or Developer Funded is provided in the Attachments.

Silver Springs, LLC, 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 Agreement, Silver Springs, LLC, has provided written notification to each and every home purchaser or commercial property purchaser of property which a special assessment lien has been imposed to fund the improvements being financed in 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

SCIP ASSESSMENT DISTRICT #_____, 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 Improvements by the reviewing agencies.

II. District Engineer's Cover Letter

This section will provide an executive summary identifying the facility being acquired, the SCIP Assessment District, 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 Acquisition Agreement 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 SCIP Assessment District 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 Acquisition Agreement. 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 Acquisition Agreement, 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 SCIP Assessment District.

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.

EXHIBIT D

FORM OF SCIP REQUISITION

To: Bond Logistix LLC
SCIP Program Administrator
777 S. Figueroa St., Suite 3200
Los Angeles, California 90017
Attention: Daniel Chang
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the COUNTY OF EL DORADO hereby requests a withdrawal from the SILVER SPRINGS, LLC ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]
Name of Developer: Silver Springs, LLC
Withdrawal Amount: [Insert Acquisition Price]
Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]
Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Silver Springs, LLC Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

COUNTY OF EL DORADO

By :

Title: