

**OFFSITE ROAD IMPROVEMENT AGREEMENT
FOR OFFSITE PIONEER PLACE LIFT STATION FORCE MAIN EXTENSION, TM 97-1330
BETWEEN THE COUNTY AND THE DEVELOPERS**

AGMT #23-55068

THIS ROAD IMPROVEMENT AGREEMENT, hereinafter called "Agreement" made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "County"), **SILVER SPRINGS, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 73 West Stewart Road, Lathrop, California, 95330 and **TTLIC EL DORADO - SILVER SPRINGS, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1601 19th Street, Suite 550, Denver, Colorado 80202, and whose local place of business is 110 Blue Ravine Road, Suite 103, Folsom, California 95630 (hereinafter referred to as "Developers") concerning the offsite road improvements for **Offsite Pioneer Place Lift Station Force Main Extension, TM 97-1330** (hereinafter referred to as "Project") in accordance with the road improvement plans entitled **Plans For Pioneer Place Lift Station Force Main Extension** and cost estimates prepared by TLA Engineering & Planning, Kevin E. Mayol, Registered Civil Engineer, and approved by Adam Bane, P.E., Supervising Civil Engineer, (hereinafter referred to as "County Engineer"). El Dorado County Department of Transportation (hereinafter referred to as "Department").

RECITALS

WHEREAS, on February 28, 2017, the Board of Supervisors approved the tentative map TM 97-1330 for the Project;

WHEREAS, Developers have prepared Pioneer Place Lift Station Force Main Extension, TM 97-1330, improvement plans ("the Plans") and an itemized account of the estimated cost of said improvements is set forth in Exhibit A, marked "Silver Springs, (TM 97-1330) Engineers Preliminary Cost Estimate Pioneer Place Lift Station Force Main Extension February 8, 2024" ("the Cost Estimate") which is attached hereto and incorporated by reference herein;

WHEREAS, the County Engineer has approved the Plans and the Cost Estimate;

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

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

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

SECTION 1. THE WORK

Developers shall, at their own cost and expense and in a workmanlike manner, faithfully and fully design and construct or cause to be constructed a force main sewer extension along Bass Lake Road from Barbary Way to Madera Way and other related improvements as required by the Plans. Developers shall perform the requirements of this Agreement in accordance with the Plans, the Cost Estimate, and any change orders issued by the County Engineer. All construction work shall be in accordance with all applicable state and local rules, regulations, and County policies, including, but not limited to, the California Public Contract Code, the Labor Code (inclusive of prevailing wage), and state licensing laws. The improvements described herein are considered public works for purposes of the state prevailing wage laws (California Labor Code § 1720 et seq.). Developers' obligations herein are for the completion of the improvements and shall not be relieved by contracting for the improvements.

Developers shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Developers shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

County will require Developers to make such alterations, deviations, additions to, or deletions from the improvements shown and described on the plans, specifications, and cost estimates as may be reasonably deemed by County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated. Developers shall be responsible for all design and engineering services of the Project, at the location and as generally depicted in the plans, specifications, and contract documents ultimately approved by County. The design shall be prepared in accordance with all applicable laws, statutes, orders, map conditions, and with County standards for the Project. Developers shall provide proof of adequate professional liability insurance of the engineer overseeing construction of the Project and in favor of County. Developers shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of County.

SECTION 2. TRAFFIC CONTROL

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

The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area (if applicable). Road closure will not be permitted without El Dorado County approval. Road closures lasting up to ninety (90) calendar days may be authorized by the Director of Transportation per Resolution 060-2023; closures lasting more than ninety (90) calendar days require Board of Supervisors approval. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of travel ways open to traffic. The Plan shall also include any proposed staging of the improvements.

SECTION 3. TIME

Developers shall cause the commencement of items of work after County approved the Plans for the Project on February 9, 2024, and shall complete the Project no later than two (2) from the effective date of this Agreement, subject to extensions for delays not within the control of the Developers. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays. Night work may be allowed within the County Right of Way with prior written approval.

SECTION 4. WARRANTY

Developers warrant against defect the materials and workmanship utilized on this Project for a period of one (1) year from the date of County's acceptance of the Project and shall make such replacements and repairs during such one (1) year period, at its sole cost and expense, as County determines in its sole discretion are necessary. County will retain a portion of the security posted in the amount of ten percent (10%) of the total value of work performed, in the form of a Performance Bond for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

SECTION 5. PERFORMANCE AND LABORERS AND MATERIALMENS BONDS

Developers shall deliver to Transportation Division a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Two Hundred Seventy-Six Thousand Three Hundred Fifty-One Dollars and Zero Cents (\$276,351.00)** conditioned upon the faithful performance of Developers' obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

Developers shall deliver to Transportation Division a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Two Hundred Seventy-Six Thousand Three Hundred Fifty-One Dollars and Zero Cents (\$276,351.00)** conditioned upon the faithful performance of Developers' obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

The Bonds required by this Section described above are a condition precedent to County entering into this Agreement.

Developers shall ensure that its contractor provide Payment and Performance Bonds that name County as an additional obligee and that includes a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship. The forms shall be County's approved forms. After Developers enter into a contract with its Contractor, Developers shall submit for County's review and approval the executed bonds together with certificates of insurance from the contractor naming County as an additional named insured.

SECTION 6. PREVAILING WAGE

Developers shall require its Contractor to (1) pay wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Department of Transportation's principal office and (2) comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Developers' Contractor and any Subcontractor(s) employed under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

SECTION 7. CARB CERTIFICATES OF REPORTED COMPLIANCE

The improvements described in this Agreement are public works subject to the contracting requirements set out in the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets Regulation 13 CCR section 2449, subdivisions (i) and (j), as it currently adopted or as may be amended. Before entering into any contract for the use of vehicles subject to 13 CCR section 2449 after January 1, 2024, Developers, or its Contractor or Subcontractor, shall obtain Certificate(s) of Reported Compliance ("Certificate") from that fleet. Developers shall provide a copy of any Certificate collected under this paragraph to the County Contract Administrator before the construction of the improvements and provide any updates to any Certificate on an ongoing annual basis until the improvements are completed. Developers shall maintain any Certificate obtained pursuant to this paragraph for three years after Project completion and shall provide a copy to CARB upon request, consistent with 13 CCR section 2449, subdivision (i)(3).

SECTION 8. CERTIFIED PAYROLL

As required under the provisions of Labor Code Section 1776, Developers shall require its Contractor and any Subcontractor(s), if any are authorized herein, to keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Developers' Contractor or any Subcontractor(s). All Contractors and Subcontractor(s) must furnish electronic certified payroll records directly to the Department of Industrial Relations.

SECTION 9. RECORDS EXAMINATION AND AUDIT REQUIREMENTS

Developers shall require that its Contractor and its Subcontractor(s), if any are authorized hereunder, maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date that final payment and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

SECTION 10. INDEMNIFICATION

To the fullest extent allowed by law, Developers shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Developers' funding, or work on the Project, and the design, including the plats and legal descriptions for the acquisition of right-of-way, of the improvements whether by Developers or Developers' consultant or contractor, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Developers, 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 Developers to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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

SECTION 11. ATTORNEY FEES

In the event that there is any controversy, complaint, cause of action, or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement or in enforcing or defending the security obligations provided herein, the prevailing party shall be entitled to reasonable attorney's fees, including reasonable County Counsel fees, and costs if so incurred, costs and expenses.

SECTION 12. INSURANCE

GENERAL INSURANCE REQUIREMENTS:

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

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverages: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability and a Two Million

Dollar (\$2,000,000) aggregate limit. This insurance can consist of a minimum of One Million Dollars (\$1,000,000) primary layer of CGL and the balance as an excess/umbrella layer, but only if County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.

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

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

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

PROOF OF INSURANCE REQUIREMENTS:

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

2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement inclusive of the obligation to design and construct the Project are concerned. This provision shall apply to all general and excess liability insurance policies. Developers shall provide proof that County, its employees, agents, and volunteers, as additional insured on its insurance policies, is named additional insured by providing the Risk Management Division with an ISO form CG 2010 1185, or its equivalent.

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

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

INSURANCE NOTIFICATION REQUIREMENTS:

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

2. Developers agree that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Developers shall immediately provide a new certificate of insurance as evidence

of the required insurance coverage. In the event Developers fail to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division, and Developers agree that no work or services shall be performed prior to the giving of such approval.

ADDITIONAL STANDARDS:

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

COMMENCEMENT OF PERFORMANCE:

Developers shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH:

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

REPORTING PROVISIONS:

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

PRIMARY COVERAGE:

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

PREMIUM PAYMENTS:

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

DEVELOPERS' OBLIGATIONS:

Developers' indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

SECTION 13. RESPONSIBILITY OF ENGINEER

Developers shall employ and make available to County an individual or firm acceptable by the County Engineer to provide responses to contractor and construction inspector requests for information, and to provide requisite design revisions as requested by County Engineer before, during, and close out of construction, and through the one-year warranty period of the Project. County Engineer shall be notified by Developers one (1) month in advance of terminating the services of the individual or firm accepted by County Engineer and shall employ a comparable replacement individual or firm acceptable

by County Engineer simultaneously to the termination notice date. The individual or firm so employed shall act as Developers' representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits, and any other agreements, notices, or directives related to the Project. County Engineer shall have full access to the individual or firm to ensure that the Project is being constructed in accordance with the approved plans and County specifications. The cost associated with County's utilization of the individual or firm shall be a Project cost for which Developers are responsible.

SECTION 14. INSPECTION

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

SECTION 15. RECORD DRAWINGS

Developers shall have an engineer prepare Record Drawings describing the finished work. The Record Drawings shall be submitted to Transportation Division at the completion of the work.

SECTION 16. FEEES

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

SECTION 17. DEFAULT, TIME TO CURE, AND REMEDY

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

SECTION 18. PUBLIC AND PRIVATE UTILITIES

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

SECTION 19. RIGHT-OF-WAY CLEARANCE

Prior to the beginning of work, Developers shall obtain an easement from the El Dorado Hills Community Services District for work under Bass Lake Road.

SECTION 20. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Adam Bane, P.E., Supervising Civil Engineer, Transportation Planning & Land Development, Department of Transportation, or successor.

SECTION 21. ACCEPTANCE

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

SECTION 22. REIMBURSEMENT TO COUNTY

Developers shall reimburse County for costs and expenses incurred by County for construction oversight, inspection, right-of-way, administration, and acceptance of the work performed pursuant to this Agreement. County shall submit to Developers invoices for all reimbursable costs.

SECTION 23. NO DEVELOPER REIMBURSEMENT

The Parties agree and acknowledge that the Project costs associated with the improvements contemplated herein are not eligible for reimbursement by the County and all costs shall be borne by Developers.

SECTION 24. THE PROJECT/ DEVELOPER STATUS

Developers are constructing and completing the Project improvements as described herein and are acting as independent agent and not as an agent of County.

SECTION 25. NOTICE TO PARTIES

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

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

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning and
Land Development

Attn.: Lindsay Tallman
Administrative Analyst

or to such other location as County directs.

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

Silver Springs, LLC
c/o The Cambay Group
73 W Steward Rd.
Lathrop, CA 95330
Attn: William C. Scott, Jr.
Chief Financial Officer

and

TTLIC El Dorado - Silver Springs, LLC
110 Blue Ravine Rd., Suite 103
Folsom, CA 95630
Attn: Aidan Barry

or to such other location as Developers direct.

SECTION 26. AUTHORIZED SIGNATURES

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

SECTION 27. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

Requesting Contract Administrator and Division Concurrence:

By: 
Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning and
Land Development
Department of Transportation

Dated: 2-22-24

Requesting Department Concurrence:

By: 
Rafael Martinez
Director
Department of Transportation

Dated: 2/23/24

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

-- COUNTY OF EL DORADO --

By: 
Board of Supervisors
"County"

Dated: 2/27/24

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 2/27/24

-- SILVER SPRINGS, LLC --

-- a California Limited Liability Company --

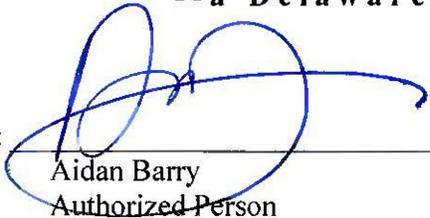
By: Sorrento, Inc.
a California Corporation
its Managing Member

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

Dated: 2-13-24

-- TTLC EL DORADO - SILVER SPRINGS, LLC --

-- a Delaware Limited Liability Company --

By: 
Aidan Barry
Authorized Person

Dated: 2.14.24

Notary Acknowledgments Attached

DEVELOPER

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~~ ^{Nevada}

County of Washoe

On February 13, 2024 before me, Teresa Lee Taylor,
(here insert name and title of the officer)

personally appeared William C Scott Jr.

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~~ ^{Nevada} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teresa Lee Taylor



(Seal)

DEVELOPER

ACKNOWLEDGMENT

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

State of California

County of Sacramento

On 2/14/2024 before me, Kim Sanfilippo, Notary Public,
(here insert name and title of the officer)

personally appeared Aidan Barry

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 [Handwritten Signature]



(Seal)

Exhibit A



Silver Springs, (TM 97-1330)
 Engineers Preliminary Cost Estimate
 Pioneer Place Lift Station Force Main Extension
 February 8, 2024

**Unit Cost per County DOT 2022 Construction Bonding Unit Price Estimates
 Schedule of Surface Improvements**

Item Description	Quantity	Unit Cost	Total Cost
Clear and Grub	1	\$ 2,000	\$ 2,000
Replace Landscape	1	\$ 2,000.00	\$ 2,000
Subtotal:			\$ 4,000

Schedule of Sanitary Sewer Improvements

Item Description	Quantity	Unit Cost	Total Cost
8" PVC C900 DR-18	1,336	\$ 112.00	\$ 149,632
8" Plug Valve	1	\$ 2,549.00	\$ 2,549
Abandon MH & Sewer	1	\$ 5,000.00	\$ 5,000
Sawcut and remove AC	296	\$ 6.00	\$ 1,776
Aggregate Base	16	\$ 75.00	\$ 1,200
AC Bulk	65.00	\$ 115.00	\$ 7,475
Subtotal:			\$ 167,632

Schedule of Erosion Control

Item Description	Quantity	Unit Cost	Total Cost
Erosion Control & SWPPP	0.5	\$ 12,000	\$ 6,000
Fugitive Dust Control	0.5	\$ 2,500	\$ 1,250
Subtotal:			\$ 7,250

Schedule of Traffic Control

Traffic Control	10.0	\$ 3,000	\$ 30,000
Subtotal:			\$ 30,000

Summary

Item Description	Total Amount
Surface Improvements	\$ 4,000
Sanitary Sewer Improvements	\$ 167,632
Erosion Control	\$ 7,250
Traffic Control	\$ 30,000
Estimated Direct Construction Costs:	
	\$ 208,882
Mobilization/Demobilization (5% of Estimated Direct Construction)	\$ 10,444
Total Hard Cost:	
	\$ 219,326



ENGINEERING & PLANNING

**Silver Springs, (TM 97-1330)
Engineers Preliminary Cost Estimate
Pioneer Place Lift Station Force Main Extension
February 8, 2024**

Unit Cost per County DOT 2022 Construction Bonding Unit Price Estimates

Soft Costs

Bond Enforcement Costs	2%	\$4,387
Construction Survey	4%	\$8,773
Construction Management & Inspection	10%	\$21,933
Contingency	10%	\$21,933
	Sub Total	\$57,025
	TOTALS	\$276,351
	PROJECT TOTAL	\$276,351

 2-8-24
EDC-CDA: No exceptions Taken

 2/8/24
EID: No Exceptions Taken



FIRST AMENDMENT TO
AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY, OWNER AND SUBDIVIDER

THIS FIRST AMENDMENT, to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider (hereinafter referred to as the "Agreement"), made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), **SILVER SPRINGS, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 73 West Stewart Road, Lathrop, California, 95330 (hereinafter referred to as "Owner"); and **TTLIC EL DORADO - SILVER SPRINGS, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1601 19th Street, Suite 550, Denver, Colorado 80202, and whose local place of business is 110 Blue Ravine Road, Suite 150, Folsom, California 95630 (hereinafter referred to as "Subdivider"), concerning **SILVER SPRINGS UNIT 3, TM 97-1330** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 27th day of February, 2024.

RECITALS

WHEREAS, County, Silver Springs, LLC, and TTLIC El Dorado - Silver Springs, LLC entered into that certain Subdivision Improvements Agreement on February 27, 2024, in connection with the Subdivision, a copy of which Agreement is incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

WHEREAS, Section 27 of the Agreement prohibits Silver Springs, LLC and TTLIC El Dorado - Silver Springs, LLC from assigning any part of the Agreement without the express written approval of County;

WHEREAS, the underlying real property described as Lots 1 through 47 as shown on that certain map entitled Silver Springs Unit 3, was transferred from Silver Springs, LLC to Silver Springs 181 Venture, LLC via Grant Deed on January 13, 2025, and Correctory Deed on February 3, 2025;

WHEREAS, by operation of this amendment, Silver Springs 181 Venture, LLC shall assume all of Silver Springs, LLC's duties, responsibilities, and obligations, including insurance and indemnity obligations, performed under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for work performed prior to the effective date of the acquisition;

WHEREAS, by operation of this amendment, Silver Springs 181 Venture, LLC shall also assume all of TTLIC El Dorado - Silver Springs, LLC's duties, responsibilities, and obligations, including insurance and indemnity obligations, performed under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for work performed prior to the effective date of the acquisition;

WHEREAS, the parties hereto desire to amend the Agreement to change all references from Silver Springs, LLC to Silver Springs 181 Venture, LLC;

WHEREAS, the parties hereto desire to amend the Agreement to change all references from TTLC El Dorado - Silver Springs, LLC to Silver Springs 181 Venture, LLC;

WHEREAS, the parties hereto desire to amend Section 28, to update notices to Owner;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms, and conditions herein, do hereby agree to amend the terms of the Agreement in this First Amendment to read as follows:

I. All references to Silver Springs, LLC are substituted with Silver Springs 181 Venture, LLC.

II. All references to TTLC El Dorado - Silver Springs, LLC are substituted with Silver Springs 181 Venture, LLC.

III. Section 28 is hereby amended to read as follows:

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
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

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

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: Lindsay Tallman
Administrative Analyst

or to such other location as County directs.

Notices to Owner/Subdivider shall be addressed as follows:

Silver Spring 181 Venture, LLC to:
110 Blue Ravine Road, Suite 150
Folsom Ca, 95630
Attn: Derek Spalding

or to such other location as Owner/Subdivider directs.

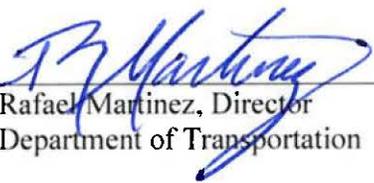
Except as herein amended, all other parts and sections of that certain Agreement dated February 27, 2024, as thereafter amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Adam Bane, P.E.
Supervising Civil Engineer
Transportation Planning
and Land Development
Department of Transportation

Dated: 5-19-25

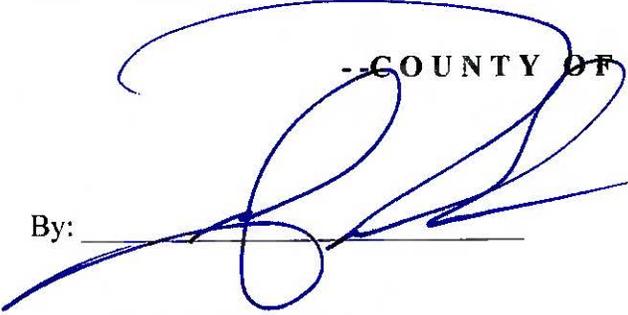
Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 5/19/25

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

--COUNTY OF EL DORADO--

By: 

Dated: 6/17/2025

Board of Supervisors
"County"

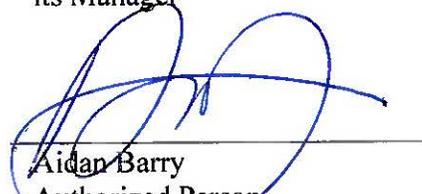
Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6/17/2025

-- SILVER SPRINGS 181 VENTURE, LLC --
-- a Delaware Limited Liability Company --

By: TTLC Management, Inc.
an Arizona Corporation
its Manager

By: 
Aidan Barry
Authorized Person
"Owner" and "Subdivider"

Dated: 5/15/25

Notary Acknowledgment Attached

OWNER AND 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 Sacramento

On May 15, 2025 before me, Kim Sanfilippo, Notary Public
(here insert name and title of the officer)

personally appeared

Aidan Barry

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 [Handwritten Signature]



(Seal)