

ORIGINAL

**CREDIT AND REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF
SARATOGA WAY BETWEEN THE COUNTY AND
SUNSET TARTESSO, LLC
AGMT # 18-54896**

THIS REIMBURSEMENT AGREEMENT, (hereinafter referred to as “Agreement”), made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as “County”), and **SUNSET TARTESSO, LLC**, an Arizona limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 340 Palladio Parkway, Suite 521, Folsom, CA (hereinafter referred to as “Developer”), concerning the construction of **SARATOGA WAY (STATION 9+82 TO STATION 39+23)**, (hereinafter referred to as “Project”);

RECITALS

WHEREAS, as a condition of approval of the Saratoga Estates Tentative Map (TM14-1520) and as provided in the Development Agreement between the parties dated November 18, 2016 (the “Development Agreement”), Developer is required to construct the Project; and

WHEREAS, the Project is a scheduled project within the County's Capital Improvement (“CIP”) and Traffic Impact Mitigation (“TIM”) fee programs and is therefore reimbursable from the TIM Fee Program; and

WHEREAS, the parties have previously entered into that certain *Offsite Road Improvement Agreement for Saratoga Way Between the County and the Developer (Agmt.18-54843)*, dated May 15, 2018, wherein Developer agreed to construct the Project; and

WHEREAS, Developer has prepared and County has approved those certain improvement plans entitled, Improvement Plans for Saratoga Way, prepared by Wood Rodgers, Inc., Engineers; and

WHEREAS, Developer, in consultation with County, has let the contract for the construction of the Project on May 24, 2018, based on a competitive bid and in accordance with all applicable provisions of the California Public Contracts Code and County regulations and the Project is under construction; and

WHEREAS, Section 3.4 of the Development Agreement provides that the costs of the Project, which fall within the purview of the County's TIM Fee Program will be reimbursable to Developer through the application of TIM fee credits and cash reimbursement;

WHEREAS, County has adopted “*Guidelines for Road Impact Fee/Traffic Impact Mitigation Fee Reimbursement Projects*” (hereinafter referred to as the “Guidelines”) that identify requirements for pre-construction procedures, bid/proposal procedures, project award, construction, reimbursement and cost reimbursement policies; a copy of which is on file and available at the El Dorado County, Department of Transportation’s main office located at 2850 Fairlane Court, Placerville, California 95667, and is incorporated herein and made by reference a part hereof as if set forth in full;

NOW, THEREFORE, it is the intent of the parties to set forth with certainty Developer’s rights to reimbursement and to provide that the performance of this Agreement shall be in conformity with all applicable state and local laws, rules and regulations and the parties hereto in consideration of the recitals, terms, and conditions herein, do hereby agree as follows:

ARTICLE I: ELIGIBILITY CRITERIA

Developer acknowledges and agrees that to be eligible for reimbursements under County’s Guidelines (hereinafter referred to as “Eligible Costs”), the design and construction of the improvements must be done in accordance with the specifications, change orders and itemized cost estimates approved by County, all construction work shall be in accordance with all applicable state and local rules, regulations and ordinances, including but not limited to the applicable provisions of the California Public Contract Code, the California Labor Code prevailing wage requirements, County competitive bidding requirements, state licensing regulations and County policies, and all right-of-way activities, inclusive of negotiation and acquisition, shall conform to all federal and state laws, regulations and policies, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

ARTICLE II: TERMS OF REIMBURSEMENT

County agrees to reimburse Developer for actual costs incurred related to the Project pursuant to the Guidelines (hereinafter referred to as the “Eligible Reimbursement Costs”). A good faith estimate of the Eligible Reimbursement Costs has been calculated and agreed to by the parties and is shown in the spreadsheet attached hereto as Exhibit A dated April 16, 2019. The estimated total Eligible Reimbursement Costs are **Eleven Million Three Hundred Fifty-Two Thousand Three Hundred Forty-Two Dollars and Sixty-Six Cents (\$11,352,342.66)**. The parties agree that the Eligible Reimbursement Costs will be adjusted upon the completion of the Project at such time as all actual costs have been determined. The resultant Eligible Reimbursement Costs shall be reimbursed to Developer as follows:

- A. Developer shall receive a credit against the TIM fee payable at the time of issuing each building permit within the Saratoga Estates Project in an amount equal to seventy percent (70%) of the TIM fee then due and payable. At the time of this Agreement this credit is projected to be **Twenty Thousand Five Hundred Sixty-Eight Dollars and Zero Cents (\$20,568.00)** (Current fee \$29,384.00 x 0.70) per residential unit, or a total of **Six Million Five Hundred**

Twenty Thousand Fifty-Six Dollars and Zero Cents (\$6,520,056.00) (317 units x \$20,568.00) (the "Total Creditable Amount"). In the event that the TIM is amended the amount of credit applied to each residential unit shall be adjusted accordingly and the balance of the Cash Reimbursement, as defined below, shall be adjusted to reflect such adjustment.

- B. The balance of the Eligible Reimbursement Costs, which exceeds the Total Creditable Amount (the "Cash Reimbursement") in the projected amount of **Four Million Eight Hundred Thirty-Two Thousand Two Hundred Eighty-Six Dollars and Sixty-Six Cents (\$4,832,286.66)**, shall be paid to Developer in installments. Beginning on the first anniversary of the acceptance of the Project by the County Board of Supervisors five annual payments shall be made in an amount equal to fifteen percent (15%) of the total Cash Reimbursement, projected to be **Seven Hundred Twenty-Four Thousand Eight Hundred Forty-Three Dollars and Zero Cents (\$724,843.00)**, with the balance, projected to be **One Million Two Hundred Eight Thousand Seventy-One Dollars and Sixty-Six Cents (\$1,208,071.66)** paid on the sixth anniversary of Project acceptance.
- C. Eligible Reimbursement Costs shall be reimbursed only from the TIM Fee Zone 8 Account of the 2004 General Plan TIM Fee Program or its successor, excluding the 30% portion reserved for the Silva Valley Interchange set-aside ("EDH TIM"), where cash payments shall be made on a six-year basis without interest, as provided above. The ability of County to fully reimburse the Cash Reimbursement is dependent upon the amount of funds available in the EDH TIM account, or its successor, after sufficient funds for prior set-asides and priority reimbursement commitments documented in agreements approved by the County Board of Supervisors prior to this Agreement are reserved (hereinafter referred to as "Uncommitted EDH TIM").
- D. Developer acknowledges and agrees that the sole source of funds that Developer shall look to for the reimbursement shall be the Uncommitted EDH TIM and that the County shall not be obligated to fund the reimbursement from any other funds or revenues, including but not limited to, the County General Fund. Developer further acknowledges that it is aware of the pending actions challenging the County's TIM Fee Program (Austin v. El Dorado County, Sheetz v. El Dorado County, and Lunsman v. El Dorado County) and that the outcome of those actions could adversely affect the County's ability to reimburse the Developer from the Uncommitted EDH TIM. If in any given year there are insufficient funds in the Uncommitted EDH TIM to make payment, any unpaid residual shall bear interest at the Treasurer's pooled rate of funds, computed annually from the due date of the next regularly scheduled payment to a maximum of ten (10) years.

E. Notwithstanding any provision in this Agreement to the contrary, County shall not be precluded from modifying its 2004 General Plan TIM Fee Program by removing or adding fee categories, including, but not limited to, Age-Restricted Single-Family and Multi-Family categories, and/or to increase or decrease the amount of the TIM fee as deemed necessary by the County to reflect, for example, a decrease in the need for and/or cost of construction of traffic and traffic related improvements. The foregoing shall not be construed as obligating the County to modify, decrease, or adjust the amounts of its fee programs. In the event that the cash reimbursements generated from the TIM fund, or its successor, are insufficient to fully fund the reimbursement as a result of the aforesaid modifications, inclusive of cash insufficiencies resulting from developers taking credits against TIM fees, or its successor, in lieu of repayment triggered by cash insufficiency caused by said modifications, such insufficiencies shall not be deemed an event of default by the County hereunder and shall not entitle Developer to accelerate any payment or payments or to pursue any other remedies under this Agreement or as allowed by law. Notwithstanding the foregoing, which is intended to provide the County the flexibility to properly manage its TIM fee program, the County agrees that the reimbursement provided herein is a priority reimbursement commitment and care will be taken to avoid any subsequent action or agreement which may jeopardize the County's ability to perform in accordance with this Agreement.

ARTICLE III: VENUE

This Agreement has been executed in California, and shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE IV: WAIVER

Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of such matters in the future or any other covenant, condition, or promise hereunder. Any waiver, to be effective, shall be expressed and in writing and shall be delivered to the other party.

ARTICLE V: CONSTRUCTION

This Agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. Each party hereto acknowledges and agrees that each has had independent counsel and review and participated in the drafting of this Agreement, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party.

ARTICLE VI: CHANGES TO AGREEMENT

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

ARTICLE VII: NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:
County Of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, CA 95667

With a Copy to:
County Of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, CA 95667

Attn.: Becky Morton
Chief Fiscal Officer

Attn.: Brandi Reid
Senior Department Analyst

or to such other location as County directs.

Notices to Sunset Tartesso, LLC shall be addressed as follows:

Sunset Tartesso, LLC
c/o Elliott Homes
340 Palladio Parkway, Suite 521
Folsom, CA 95630

Attn: Price Walker, Vice President

or to such other location as Developer directs.

ARTICLE X: CONTRACT ADMINISTRATOR

The County officer or employee with responsibility for administering this Agreement is Becky Morton, Chief Fiscal Officer - Community Development Services, Administration and Finance Division, or successor.

ARTICLE XI: 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 Saratoga Estates project without the prior written consent of the County.

ARTICLE XII: 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.

ARTICLE XIII: SEVERABILITY

If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Contract Administrator Concurrence:

By: Becky Moffton Dated: 04/18/19
Becky Moffton
Chief Fiscal Officer
Community Development Services, Administration and Finance Division

Requesting Division Concurrence:

By: Laura Schwarz Dated: 4/19/19
Laura Schwarz
Deputy Chief Administrative Officer
Community Development Services, Administration and Finance Division

Requesting Department Concurrence:

By: Rafael Martinez Dated: 4/22/19
Rafael Martinez, Director
Department of Transportation

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


--COUNTY OF EL DORADO--

By:  Dated: 5/14/2019
Board of Supervisors
"County"

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

By:  Dated: 5/14/2019
Deputy Clerk

--SUNSET TARTESSO, LLC--
an Arizona Limited Liability Company

By:  Dated: 5/17/19
Price Walker
Vice President of Project Development
Elliott Homes, Manager

Notary Acknowledgement Attached

EXHIBIT A

Saratoga Way TIM Reimbursement Summary

Prepared by WOOD RODGERS INC
Date 4/16/2019

Item No.	Item Description	Unit of Measure	Estimated Quantity	Tiechart Construction		% TIM Fee Reimbursement	TIM Fee Reimbursement
				Unit Price	Item Total		
GENERAL							
1	Mobilization	1	LS	\$ 321,580.00	\$ 321,580.00	100.00%	\$ 321,580.00
2	Clear and Grub	1	LS	\$ 32,500.00	\$ 32,500.00	91.00%	\$ 29,575.00
3	Traffic Control	1	LS	\$ 65,000.00	\$ 65,000.00	0.00%	\$ -
	Subtotal				\$419,080.00		\$351,155.00
EARTHWORK, BLASTING, EROSION CONTROL, ROCK SLOPE PROTECTION							
4	Excavation	171,000	CY	\$ 6.50	\$ 1,111,500.00	92.00%	\$ 1,022,580.00
5	Blasting (Roadway Excavation)	1	LS	\$ 1,091,000.00	\$ 1,091,000.00	100.00%	\$ 1,091,000.00
6	Blasting (Utilities)	1	LS	\$ 560,500.00	\$ 560,500.00	0.00%	\$ -
7	Low Permeability Fill (Detention Basin)	1,600	CY	\$ 46.00	\$ 73,600.00	0.00%	\$ -
8	Temporary Erosion and Sediment Control	1	LS	\$ 65,000.00	\$ 65,000.00	100.00%	\$ 65,000.00
9	Permanent Erosion Sediment Control	220,000	SF	\$ 0.07	\$ 15,400.00	100.00%	\$ 15,400.00
10	Roadway Rock Lined Ditch (adjacent roadway)	270	CY	\$ 170.00	\$ 45,900.00	100.00%	\$ 45,900.00
11	Rock Lined Ditch Type 2 (@ Slopes/Embankments)	610	CY	\$ 170.00	\$ 103,700.00	54.00%	\$ 55,998.00
12	Rock Lined Ditch Type 2 (@ Interior of Detention Basin)	75	CY	\$ 170.00	\$ 12,750.00	0.00%	\$ -
13	Rock Outfall Protection (@ Detention Basin Inlet/Outlet Structures)	70	CY	\$ 170.00	\$ 11,900.00	0.00%	\$ -
14	Rock Slope Protection (@ Detention Basin Emergency Overflow)	250	CY	\$ 170.00	\$ 42,500.00	0.00%	\$ -
15	Concrete Drainage Swale (@ Rockery Walls + Lot 23)	490	LF	\$ 91.00	\$ 44,590.00	0.00%	\$ -
	Subtotal				\$3,178,340.00		\$2,295,478.00
RETAINING WALLS & FENCING - FOLSOM CITY LIMIT							
16	Stackable Concrete Block Retaining Wall	175	SF	\$ 65.00	\$ 11,375.00	0.00%	\$ -
	Subtotal				\$11,375.00		\$0.00
RETAINING WALLS - EL DORADO COUNTY							
17	Rockery Retaining Wall	8,250	SF	\$ 69.00	\$ 569,250.00	12.00%	\$ 65,000.00
18	Concrete Masonry Unit (CMU) Retaining Wall (Detention Basin)	3,342	SF	\$ 125.00	\$ 417,750.00	0.00%	\$ -
19	6' High Chain Link Fence (Detention Basin)	690	LF	\$ 35.00	\$ 24,150.00	0.00%	\$ -
20	6' High Chain Link Fence (Caltrans R/W)	475	LF	\$ 35.00	\$ 16,625.00	100.00%	\$ 16,625.00
21	6-ft high x 12-ft wide Chain Link Double Swing Gate (Detention Basin)	2	EA	\$ 3,000.00	\$ 6,000.00	0.00%	\$ -
22	Post and Cable Fence (Detention Basin)	790	LF	\$ 30.00	\$ 23,700.00	0.00%	\$ -
23	Cable Railing (Rockery Walls, Wing walls)	1,300	LF	\$ 40.00	\$ 52,000.00	34.00%	\$ 17,880.00
	Subtotal				\$1,108,475.00		\$89,305.00
STREET WORK - FOLSOM CITY LIMITS							
24	Saw-cut Pavement (Iron Point Road)	100	LF	\$ 2.50	\$ 250.00	0.00%	\$ -
25	Road Demolition (AC, Median, Curb & Gutter, Drainage facilities)	19,000	SF	\$ 1.50	\$ 28,500.00	0.00%	\$ -
26	1-1/2" Asphalt Concrete Grinding (Iron Point Road)	300	SF	\$ 0.60	\$ 180.00	0.00%	\$ -
27	1-1/2" Asphalt Concrete (Iron Point Road)	300	SF	\$ 1.90	\$ 570.00	0.00%	\$ -
28	6" Asphalt Concrete	15,100	SF	\$ 4.75	\$ 71,725.00	0.00%	\$ -
29	16" Aggregate Base	15,100	SF	\$ 4.45	\$ 67,195.00	0.00%	\$ -
30	Type 2 Curb & Gutter (incl. sub-base)	470	LF	\$ 40.00	\$ 18,800.00	0.00%	\$ -
31	Type 5 Median Curb	470	LF	\$ 25.00	\$ 11,750.00	0.00%	\$ -
32	Sidewalk (6-ft wide, 6" PCC/4" AB)	1,410	SF	\$ 8.50	\$ 11,985.00	0.00%	\$ -

Saratoga Way TIM Reimbursement Summary

Prepared by WOOD RODGERS INC
Date 4/16/2019

Item No.	Item Description	Unit of Measure	Estimated Quantity	Tiechart Construction		% TIM Fee Reimbursement	TIM Fee Reimbursement
				Unit Price	Item Total		
Subtotal					\$210,955.00		\$0.00
STREET WORK - EL DORADO COUNTY							
33	Saw-cut [Saratoga Way]	2,770	LF	\$ 2.50	\$ 6,925.00	100.00%	\$ 6,925.00
34	Road Demolition (AC/AB, Curb & Gutter) [West of Finders Way]	22,400	SF	\$ 1.50	\$ 33,600.00	100.00%	\$ 33,600.00
35	Road Demolition (AC/AB, Curb & Gutter) [East of Finders Way]	6,300	SF	\$ 1.50	\$ 12,450.00	100.00%	\$ 12,450.00
36	1.5" Asphalt Concrete Grinding [Saratoga Way - East of Finders Way]	51,400	SF	\$ 0.80	\$ 30,840.00	100.00%	\$ 30,840.00
37	1.5" AC Overlay [East of Finders Way]	51,400	SF	\$ 1.90	\$ 97,660.00	100.00%	\$ 97,660.00
38	6" Asphalt Concrete [West of Finders Way]	187,200	SF	\$ 4.75	\$ 889,200.00	100.00%	\$ 889,200.00
39	16" Aggregate Base [West of Finders Way]	187,200	SF	\$ 4.45	\$ 833,040.00	100.00%	\$ 833,040.00
40	6" Asphalt Concrete [East of Finders Way]	8,300	SF	\$ 9.00	\$ 74,700.00	100.00%	\$ 74,700.00
41	16" Aggregate Base [East of Finders Way]	6,860	SF	\$ 6.00	\$ 41,160.00	100.00%	\$ 41,160.00
42	2" Asphalt Concrete [Detention Basin Access Road]	12,850	SF	\$ 2.90	\$ 37,265.00	0.00%	\$ -
43	4" Aggregate Base [Detention Basin Access Road]	12,850	SF	\$ 2.90	\$ 37,265.00	0.00%	\$ -
44	Emergency Concrete Spillway (6" PCC/4" AB) [Detention Basin]	465	SF	\$ 30.00	\$ 13,950.00	0.00%	\$ -
45	Concrete Access Ramp (6" PCC/4" AB) [Detention Basin]	950	SF	\$ 30.00	\$ 28,500.00	0.00%	\$ -
46	Type A1-8 Median Curb	3,865	LF	\$ 25.00	\$ 96,625.00	100.00%	\$ 96,625.00
47	Type 2 Curb & Gutter (incl. sub-base)	5,700	LF	\$ 40.00	\$ 228,000.00	100.00%	\$ 228,000.00
48	Sidewalk (6-ft wide, 4" PCC/4" AB)	13,800	SF	\$ 8.50	\$ 117,300.00	100.00%	\$ 117,300.00
49	Concrete Vehicle Turn-Out Apron (8" PCC/6" AB) [Saratoga Way]	2,400	SF	\$ 21.00	\$ 50,400.00	100.00%	\$ 50,400.00
50	Curb Ramp	5	EA	\$ 3,000.00	\$ 15,000.00	100.00%	\$ 15,000.00
51	Concrete Commercial Driveway (16-ft wide) [Detention Basin]	1	EA	\$ 4,685.00	\$ 4,685.00	100.00%	\$ 4,685.00
52	Temporary Sidewalk Barricade	2	EA	\$ 1,075.00	\$ 2,150.00	100.00%	\$ 2,150.00
53	Thermoplastic Traffic Stripe - 4" Yellow	2,550	LF	\$ 0.54	\$ 1,377.00	100.00%	\$ 1,377.00
54	Thermoplastic Traffic Stripe - Detail 9	4,305	LF	\$ 0.54	\$ 2,324.70	100.00%	\$ 2,324.70
55	Thermoplastic Traffic Stripe - Detail 22	1,940	LF	\$ 1.08	\$ 2,095.20	100.00%	\$ 2,095.20
56	Thermoplastic Traffic Stripe - Detail 25A	5,565	LF	\$ 0.54	\$ 3,005.10	100.00%	\$ 3,005.10
57	Thermoplastic Traffic Stripe - Detail 29	1,126	LF	\$ 2.15	\$ 2,420.90	100.00%	\$ 2,420.90
58	Thermoplastic Traffic Stripe - Detail 38	380	LF	\$ 3.00	\$ 1,140.00	100.00%	\$ 1,140.00
59	Thermoplastic Traffic Stripe - Detail 39	9,840	LF	\$ 0.90	\$ 8,856.00	100.00%	\$ 8,856.00
60	Thermoplastic Traffic Stripe - Detail 40	85	LF	\$ 1.80	\$ 153.00	100.00%	\$ 153.00
61	Thermoplastic Pavement Markings	980	SF	\$ 6.00	\$ 5,880.00	100.00%	\$ 5,880.00
62	Mid West Guard railing	845	LF	\$ 75.00	\$ 63,375.00	100.00%	\$ 63,375.00
63	Road Side Sign (Metal Post)	34	EA	\$ 500.00	\$ 17,000.00	100.00%	\$ 17,000.00
Subtotal					\$2,758,341.90		\$ 2,841,361.90
ROADWAY STRUCTURES							
64	Concrete Arch Culvert (73-ft)	1	LS	\$ 2,175,000.00	\$ 2,175,000.00	100.00%	\$ 2,175,000.00
65	Concrete Open Bottom Box Culvert (22-ft)	1	LS	\$ 850,000.00	\$ 850,000.00	100.00%	\$ 850,000.00
Subtotal					\$3,025,000.00		\$3,025,000.00
DRAINAGE - FOLSOM CITY LIMITS							
66	12" Drain Pipe, RCP CL I	81	LF	\$ 150.00	\$ 12,150.00	0.00%	\$ -
67	18" Drain Pipe, RCP CL I	224	LF	\$ 155.00	\$ 34,720.00	0.00%	\$ -
68	Type "B" Drop Inlet	2	EA	\$ 6,600.00	\$ 13,200.00	0.00%	\$ -
69	Type "F" Drop Inlet	1	EA	\$ 6,100.00	\$ 6,100.00	0.00%	\$ -
70	Adjust Manhole to grade	1	EA	\$ 3,750.00	\$ 3,750.00	0.00%	\$ -
71	48" Drain Manhole	1	EA	\$ 10,900.00	\$ 10,900.00	0.00%	\$ -
72	48" Drain Manhole (Saddle)	1	EA	\$ 10,275.00	\$ 10,275.00	0.00%	\$ -

Saratoga Way TIM Reimbursement Summary

Prepared by WOOD RODGERS INC
Date 4/16/2019

Item No.	Item Description	Unit of Measure	Estimated Quantity	Tiechart Construction		% TIM Fee Reimbursement	TIM Fee Reimbursement
				Unit Price	Item Total		
Subtotal					\$81,095.00		\$0.00
DRAINAGE - EL DORADO COUNTY							
73	12" Drain Pipe, Polypropylene Pipe	512	LF	\$ 135.00	\$ 69,120.00	50.00%	\$ 34,560.00
74	18" Drain Pipe, Polypropylene Pipe	490	LF	\$ 130.00	\$ 63,700.00	50.00%	\$ 31,850.00
75	24" Drain Pipe, RCP CL I	78	LF	\$ 230.00	\$ 17,940.00	50.00%	\$ 8,970.00
76	30" Drain Pipe, RCP CL V	141	LF	\$ 264.00	\$ 37,224.00	0.00%	\$ -
77	30" Drain Pipe, Polypropylene Pipe	254	LF	\$ 225.00	\$ 57,150.00	19.00%	\$ 10,530.00
78	36" Drain Pipe, Polypropylene Pipe	500	LF	\$ 255.00	\$ 127,500.00	26.00%	\$ 32,500.00
79	36" Drain Pipe, RCP CL I	57	LF	\$ 304.00	\$ 17,328.00	0.00%	\$ -
80	42" Drain Pipe, RCP CL I	432	LF	\$ 390.00	\$ 168,480.00	2.00%	\$ 1,850.00
81	Type "B" Drop Inlet	14	EA	\$ 6,000.00	\$ 84,000.00	50.00%	\$ 42,000.00
82	Type "F" Drain Inlet	2	EA	\$ 6,100.00	\$ 12,200.00	50.00%	\$ 6,100.00
83	48" Drain Manhole	7	EA	\$ 10,900.00	\$ 76,300.00	50.00%	\$ 38,150.00
84	60" Drain Manhole	5	EA	\$ 16,850.00	\$ 84,250.00	7.00%	\$ 5,450.00
85	72" Drain Manhole	3	EA	\$ 20,500.00	\$ 61,500.00	18.00%	\$ 10,900.00
86	84" Drain Manhole	3	EA	\$ 27,500.00	\$ 82,500.00	7.00%	\$ 5,450.00
87	24" Outfall Structure w/Trash rack	1	EA	\$ 68,000.00	\$ 68,000.00	50.00%	\$ 34,000.00
88	36" Inlet Structure w/Trash rack	1	EA	\$ 111,500.00	\$ 111,500.00	0.00%	\$ -
89	36" Outfall Structure w/Trash rack	1	EA	\$ 68,500.00	\$ 68,500.00	0.00%	\$ -
90	42" Outfall Structure w/Trash rack	1	EA	\$ 70,150.00	\$ 70,150.00	0.00%	\$ -
91	Storm Water Treatment Device (42")	1	EA	\$ 430,000.00	\$ 430,000.00	0.00%	\$ -
Subtotal					\$1,707,342.00		\$262,410.00

Saratoga Way TIM Reimbursement Summary

Prepared by WOOD RODGERS INC
Date 4/16/2019

Item No.	Item Description	Unit of Measure	Estimated Quantity	Tiechart Construction		% TIM Fee Reimbursement	TIM Fee Reimbursement
				Unit Price	Item Total		
EL DORADO IRRIGATION DISTRICT (SEWER AND WATER MAIN)							
92	6" SDR26 Sewer Pipe	134	LF	\$ 287.00	\$38,458.00	0.00%	\$ -
93	8" SDR-26 Sewer Pipe	3,100	LF	\$ 300.00	\$930,000.00	0.00%	\$ -
94	8" C-900 Sewer Pipe	172	LF	\$ 305.00	\$52,460.00	0.00%	\$ -
95	48" Sewer Manhole	5	EA	\$ 14,350.00	\$71,750.00	0.00%	\$ -
96	48" Sewer Manhole - Lined	4	EA	\$ 16,450.00	\$65,800.00	0.00%	\$ -
97	60" Sewer Manhole	3	EA	\$ 19,500.00	\$58,500.00	0.00%	\$ -
98	8" C-900 Water Pipe (including fittings and restraints)	64	LF	\$ 110.00	\$7,040.00	0.00%	\$ -
99	10" Ductile Iron CL-350 Water Pipe (including fittings and restraints)	2,102	LF	\$ 135.00	\$283,770.00	0.00%	\$ -
100	8" Gate Valve	1	EA	\$ 2,250.00	\$2,250.00	0.00%	\$ -
101	10" Gate Valve	5	EA	\$ 3,180.00	\$15,900.00	0.00%	\$ -
102	2" Blow-off Valve	2	EA	\$ 2,650.00	\$5,300.00	0.00%	\$ -
103	4" Blow-off Valve	1	EA	\$ 5,945.00	\$5,945.00	0.00%	\$ -
104	4" In-Line Blow-off	1	EA	\$ 6,500.00	\$6,500.00	0.00%	\$ -
105	Fire Hydrant Assembly	3	LF	\$ 9,500.00	\$28,500.00	0.00%	\$ -
106	Irrigation Service with backflow device (1-inch meter)	3	LF	\$ 12,000.00	\$36,000.00	0.00%	\$ -
107	1" Combination Air/Vacuum Release Valve	2	EA	\$ 7,325.00	\$14,650.00	0.00%	\$ -
108	Irrigation Sleeves (set of [8] 4" & [1] 8")	783	LF	\$ 49.00	\$37,387.00	0.00%	\$ -
	Subtotal				\$1,660,218.00		\$0.00
ELECTRICAL - CITY OF FOLSOM							
109	Relocate Existing Streetlight (Iron Point Road)	2	EA	\$ 3,500.00	\$ 7,000.00	0.00%	\$ -
	Subtotal				\$7,000.00		\$0.00
ELECTRICAL - EL DORADO COUNTY							
110	Street Light	3	EA	\$ 8,100.00	\$24,300.00	100.00%	\$ 24,300.00
111	Traffic Signal Foundations, Conduit, & Boxes	1	LS	\$ 112,250.00	\$112,250.00	100.00%	\$ 112,250.00
112	Electric Service Pedestal	3	EA	\$ 6,500.00	\$19,500.00	66.67%	\$ 13,000.85
	Subtotal				\$156,050.00		\$146,550.85
Tiechart Bid Sub TOTAL					\$14,334,283.90		\$8,624,662.55
						Elliott Homes Expense	
						% TIM Fee Reimbursement	TIM Fee Reimbursement
Soft Costs							
113	Saratoga Way Right of Way (Off-site: Wellen)	1	LS	\$ 180,000.00	\$180,000.00	50.00%	\$ 90,000.00
114	Saratoga Way Right of Way (On-site)	5.98	acres	\$ 225,000.00	\$1,345,500.00	50.00%	\$ 672,750.00
115	Soft Costs (Engineering, Construction Staking, Construction Inspection, Construction Management, Etc) @ 20% of TIM Reimbursable Hard Construction Costs	1	LS	-	-	20.00%	\$ 1,784,932.11
Soft Costs Subtotal					\$1,525,500.00		\$2,527,682.11
Grand Total (Tiechart Bid Subtotal + Soft Costs)					\$15,859,783.90		\$11,352,342.66

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Sacramento)

On April 17, 2019 before me, Susan R Stephens, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Price Walker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan R Stephens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Credit and Reimbursement Agreement - Saratoga Way Document Date: April 17, 2019

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____