

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY AND OWNER

THIS AGREEMENT, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California, 95762; (hereinafter referred to as "Owner"); concerning **SERRANO VILLAGE K1/K2, UNIT 5B, TM 01-1377R** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 6th day of December, 2016.

RECITALS

Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as **SERRANO VILLAGE K1/K2, UNIT 5B, TM 01-1377R**. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

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

AGREEMENT

OWNER WILL:

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled Plans for the Improvement and Grading of Village K1/K2, Unit 5B which were approved by the County Engineer, Community Development Agency, Transportation Division, on January 17, 2014. Attached hereto are Exhibit A, marked "Engineer's Cost Estimate" and Exhibit B, marked "Certificate of Partial Completion of Subdivision Improvements" which are incorporated herein and made by reference a part hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY WILL:

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

15. Upon receipt of a Certificate from County Engineer stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 120.16.040 of the Code.

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

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

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

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

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

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

ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is **ONE MILLION TWO HUNDRED TWO THOUSAND NINE HUNDRED THIRTEEN DOLLARS AND TWENTY CENTS (\$1,202,913.20).**

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

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

25. 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.

26. Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.

27. 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:

Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, CA 95667

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

Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, CA 95667

Attn.: Adam Bane
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Serrano Associates, LLC
4525 Serrano Parkway
El Dorado Hills, California 95762
Attn.: Thomas M. Howard,
Vice President of Construction

or to such other location as Owner directs.

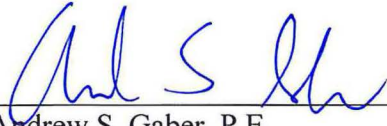
28. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, P.E., Deputy Director, Development/ROW/Environmental, Community Development Agency, or successor.

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

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


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

Requesting Division and Contract Administrator Concurrence:

By: 
Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Community Development Agency

Dated: 10/13/2016

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 10/13/16

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: 
Ron Mikulaco, Chair
Board of Supervisors
"County"

Dated: 12/6/16


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


By: 
Deputy Clerk

Dated: 12/6/16

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

By: Parker Development Company
a California Corporation
its Managing Member

By: 
William R. Parker
President
"Owner"

Dated: ~~9-7-16~~ 9-7-16 

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

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

State of
California

County of El Dorado

On 9-7-16 before me, Florence Tanner, Notary Public,
(here insert name and title of the officer)

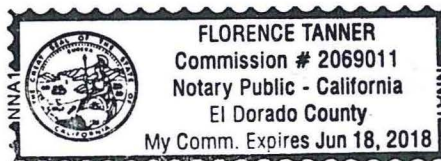
personally appeared William R. Parker

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

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

WITNESS my hand and official seal.

Signature Florence Tanner



(Seal)

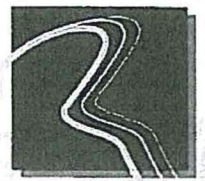
Exhibit A

Engineer's Cost Estimate

Project: Serrano Village K1/K2, Unit 5b (23 lots)
 Job number: 2677.188
 Date: 12/20/2013
 Plan Set Date: 11/18/2013
 Prepared by: EL

R.E.Y. Engineers, Inc.

905 Sutter Street, Suite 200
 Folsom CA 95630
 (916) 3663040
 Fax: (916) 3663303



1 GRADING

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1.01	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
1.02	Tree Removal	4	EA	\$1,500.00	\$6,000.00
1.03	Excavation	3,600	CY	\$5.70	\$20,520.00
GRADING SUBTOTAL					\$31,520.00

2 EROSION CONTROL

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
2.01	Hydroseed - Permanent	35,674	SF	\$0.41	\$14,626.34
2.02	Straw Wattles - Temporary	3178	LF	\$3.50	\$11,123.00
2.03	Rock Check Dams - Temporary	4	EA	\$250.00	\$1,000.00
2.04	Gravel Filled Sandbags around DI's - Temporary	10	EA	\$30.00	\$300.00
2.05	Construction Entrance	2	EA	\$750.00	\$1,500.00
2.06	Erosion Control Maintenance	1	LS	\$5,000.00	\$5,000.00
2.07	Fugitive Dust Control	1	LS	\$2,500.00	\$2,500.00
EROSION CONTROL SUBTOTAL					\$36,049.34

3 PAVING

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3.01	Asphalt (3"AC/8"AB)	53,752	SF	\$4.80	\$258,009.60
3.02	Rolled Curb & Gutter (Modified Type 1)	3072	LF	\$20.00	\$61,440.00
3.03	Sawcut and Remove Existing Pavement	70	SF	\$5.00	\$350.00
PAVING SUBTOTAL					\$319,799.60

4 DRAINAGE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4.01	12" HDPE	148	LF	\$50.80	\$7,518.40
4.02	18" HDPE	1522	LF	\$55.90	\$85,079.80
4.03	Type B DI	4	EA	\$1,016.00	\$4,064.00
4.04	Reinforced Type B DI (Caltrans Type GO)	4	EA	\$1,828.80	\$7,315.20
4.05	48" Manhole	9	EA	\$3,048.00	\$27,432.00
4.06	TV Inspection	1522	LF	\$2.05	\$3,120.10
DRAINAGE SUBTOTAL					\$134,529.50

5 SEWER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
5.01	6" PVC, SDR 35	1530	LF	\$40.65	\$62,194.50
5.02	48" Manhole	6	EA	\$2,540.00	\$15,240.00
5.03	Sewer Service (4")	10	EA	\$508.00	\$5,080.00
5.04	Pumped Sewer Service	11	EA	\$800.00	\$8,800.00
5.05	TV Camera Inspection	1530	LF	\$2.05	\$3,136.50
5.06	Remove 6" Sewer Clean Out	1	EA	\$500.00	\$500.00
SEWER SUBTOTAL					\$94,951.00

6 WATER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
6.01	8" PVC, C900, CL150	1516	LF	\$40.65	\$61,625.40
6.02	8" Gate Valve	1	EA	\$1,200.00	\$1,200.00
6.03	Fire Hydrant & Appurtenances	3	EA	\$2,540.00	\$7,620.00
6.04	1" Service	22	EA	\$457.20	\$10,058.40
6.05	Remove Ex. Temp BO/ARV & Connect to Ex. Waterline	2	EA	\$750.00	\$1,500.00
WATER SUBTOTAL					\$82,003.80

7 RECLAIMED WATER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
7.01	6" PVC, C900, CL150	1534	LF	\$35.60	\$54,610.40
7.02	6" Gate Valve	1	EA	\$905.50	\$905.50
7.03	1" Service	22	EA	\$457.20	\$10,058.40
7.04	Remove Ex. Temp BO/ARV & Connect to Ex. Waterline	2	EA	\$750.00	\$1,500.00
RECLAIMED WATER SUBTOTAL					\$67,074.30

8 UTILITY IMPROVEMENTS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
8.01	Utility Services	23	EA LOT	\$8,128.00	\$186,944.00
8.02	Joint Utility Trench	1831	LF	\$10.20	\$18,676.20
8.03	Conduit Services	23	EA LOT	\$1,219.20	\$28,041.60
8.04	Wiring/Transformers	23	EA LOT	\$1,219.20	\$28,041.60
UTILITY SUBTOTAL					\$261,703.40

9 MISCELLANEOUS ROAD IMPROVEMENTS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
9.01	Remove Barricade	1	EA	\$500.00	\$500.00
MISCELLANEOUS SUBTOTAL					\$500.00

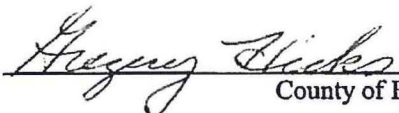
SUMMARY OF COSTS

1. GRADING & PREPARATION	\$31,520.00
2. EROSION CONTROL	\$36,049.34
3. PAVING	\$319,799.60
4. DRAINAGE	\$134,529.50
5. SEWER	\$94,951.00
6. WATER	\$82,003.80
7. RECLAIMED WATER	\$67,074.30
8. UTILITY IMPROVEMENTS	\$261,703.40
9. MISCELLANEOUS ROAD IMPROVEMENTS	\$500.00

PROJECT SUBTOTAL	\$1,028,130.94
CONTINGENCY COST (10%)	\$102,813.09
CONSTRUCTION STAKING (5%)	\$51,406.55
CONSTRUCTION MANAGEMENT (2%)	\$20,562.62
TOTAL ESTIMATED COST OF PROJECT	\$1,202,913.20

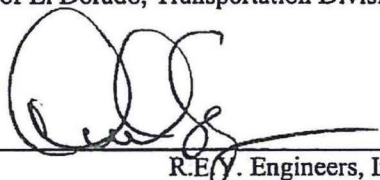
In providing construction cost estimates, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's construction cost estimates are made on the basis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

Approved by:


County of El Dorado, Transportation Division

12/20/13
Date




R.E.Y. Engineers, Inc.

12/20/13
Date

Exhibit B

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements in the **Serrano Village K1/K2, Unit 5B, TM 01-1377R** Subdivision have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
Grading	\$36,878.40	90%	\$3,687.84
Erosion Control	\$42,177.73	10%	\$37,959.96
Paving	\$374,165.53	0%	\$374,165.53
Drainage	\$157,399.52	75%	\$39,349.88
Sewer	\$111,092.67	80%	\$22,218.53
Water	\$95,944.45	80%	\$19,188.89
Reclaimed Water	\$78,476.93	80%	\$15,695.39
Utility Improvements	\$306,192.98	0%	\$306,192.98
Misc. Road Improvements	\$585.00	0%	\$585.00
Totals	\$1,202,913.20		\$819,043.99

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **One Million Two Hundred Two Thousand Nine Hundred Thirteen Dollars and Twenty Cents (\$1,202,913.20)**.

The Performance Bond is for the amount of **Eight Hundred Nineteen Thousand Forty-Three Dollars and Ninety-Nine Cents (\$819,043.99)**.

The Labor and Materialmens Bond is for the amount of **Six Hundred One Thousand Four Hundred Fifty-Six Dollars and Sixty Cents (\$601,456.60)**.

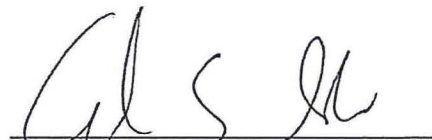
DATED: 8/25/16


Donald T. McCormick, RCE Number 42556
R.E.Y. Engineers, Inc.
905 Sutter Street, Suite 200
Folsom, CA 95630



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 8/29/2016


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