# ORIGINAL

## 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 LENNAR HOMES OF CALIFORNIA, INC., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 1420 Rocky Ridge Drive, Suite 320, Roseville, California 95661 (hereinafter referred to as "Owner"); concerning HAWK VIEW – UNIT 1, TM 00-1371-R/TM 00-1371-E (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

#### **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 Hawk View – Unit 1, TM 00-1371-R/TM 00-1371-E. 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 Improvement Plans for Hawk View – Unit 1, TM 00-1371-R/TM 00-1371-E, which were approved by the County Engineer, Community Development Services, Department of Transportation, on February 27, 2018. Attached hereto is Exhibit A, marked "Hawk View Unit 1 Bond Estimate February 14, 2018;" which is incorporated herein and made by reference a part hereof. The Exhibit describes quantities, units, and costs associated with the improvements to be made.

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

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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 related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

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

8. Have as-built plans prepared by a civil engineer acceptable to County's Community Development Services, Department of Transportation and filed with the Department of Transportation 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. 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.

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. Require Owner to pay County for costs, expenses, and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

#### ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is Four Million Two Hundred Forty-Eight Thousand Eight Hundred Seventy-Six Dollars and Zero Cents (\$4,248,876.00).

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:

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

Community Development Services Department of Transportation 2850 Fairlane Court Placerville, CA 95667

County of El Dorado

Attn.: Andrew S. Gaber, P.E. Deputy Director Development/ROW/Environmental Attn.: Adam Bane, P.E. Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Lennar Homes of California, Inc. 1420 Rocky Ridge Drive, Suite 320 Roseville, California 95661 Attn.: Mr. Sean MacDiarmid, Project Manager

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 Services, Department of Transportation, 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. 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 Services Department of Transportation

Dated: 8/29/2018

## **Requesting Department Concurrence:**

By:

Rafael Martinez, Director Community Development Services Department of Transportation

Dated: 8/31/18

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

#### --COUNTY OF EL DORADO--

By:

Dated:

Board of Supervisors "County"

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

By: \_\_\_\_

Deputy Clerk

Dated: \_\_\_\_\_

--LENNAR HOMES OF CALIFORNIA, INC.--

By:

Dated: 7 20/18

Larry Gualco / Vice President "Owner"

Notary Acknowledgment Attached

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Hawk View – Unit 1, TM 00-1371-R / TM 00-1371-E AGMT 18-54825 Page 7 of 7

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# OWNER

ACKNOWLEDGMENT							
State of California County of	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.						
On July 29 2018 before me, MUM	We Reynolds, Notany Public (here insert name and title of the officer)						
personally appeared <u>Lawy</u> Gua	lco						
the same in his/het/their authorized capacity(ie the instrument the person(s), or the entity up executed the instrument. I certify under PENALTY OF PERJURY unde	l acknowledged to me that he/she/they executed (a), and that by his/her/their signature(a) on (bon behalf of which the person(s) acted,						
foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature <u>Mineque Reyne</u>	MONIQUE REYNOLDS Notary Public - California Placer County Commission # 2171051 My Comm. Expires Nov 24, 2020						
	(Seal)						

#### Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Hawk View, Unit 1 - TM 00-1371-R/TM 00-1371-E have been completed, to wit:

	Total Amount		Percent		Remaining
			Completed		Amount
Grading	\$	716,577.00	0%	\$	716,577.00
Erosion Control	\$	299,250.00	0%	\$	299,250.00
Streets & Misc Improvements	\$	772,939.00	0%	\$	772,939.00
Drainage Improvements	\$	268,941.00	90%	\$	26,894.00
Sewer Improvements	\$	373,345.00	85%	\$	56,002.00
Domestic Water	\$	367,494.00	80%	\$	73,499.00
Dry Utilities	\$	413,000.00	0%	\$	413,000.00
Mobilization (5%)	\$	160,577.00		\$	117,908.00
Bond Enforcement (2%)	\$	67,442.00		\$	49,581.00
Construction Staking (4%)	\$	134,885.00		\$	99,043.00
Construction Management & Inspection (10%)	\$	337,212.00		\$	247,607.00
Contingency (10%)	\$	337,212.00		\$	247,607.00
Total		\$4,248,876.00		S	3,119,907.00

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be Four Million Two Hundred Forty-Eight Thousand Eight Hundred Seventy-Six Dollars and Zero Cents (\$4,248,876.00).

I estimate the total cost of completing the remainder of the improvements to be Three Million One Hundred Nineteen Thousand Nine Hundred Seven Dollars and Zero Cents (\$3,119,907.00) and the total cost of the completed work to be One Million One Hundred Twenty-Eight Thousand Nine Hundred Sixty-Nine Dollars and Zero Cents (\$1,128, 969.00).

The amount of the Performance Bond is Three Million One Hundred Nineteen Thousand Nine Hundred Seven Dollars and Zero Cents (\$3,119,907.00), representing 100% of the Total Remaining Amount.

The amount of the Laborers and Materialmens Bond is Two Million One Hundred Twenty-Four Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$2,124,438.00), which is 50% of the Total Cost of the Improvements.

DATED: \_\_\_\_\_

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 7/12/2018

ROFESSIONA 7-11-18 60764 Exp. 12-31-18 Brian M. Allen, PE 60764 CTA Engineering & Surveying 3233 Monier Circle E OF CA Rancho Cordova, CA 95742

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

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Hawk View, Unit 1, TM 00-1371-R / TM 00-1371-E

Certificate of Partial Completion

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Exhibit A



Civil Engineering = Land Surveying = Land Planning

#### HAWK VIEW UNIT 1 BOND ESTIMATE FEBRUARY 14, 2018

Item	Ι	T		I			
No.	Description	Quantity	Unit	Unit Price	Total Amount		
	GRADING						
1	Clear and Grub	37	ac	\$1,600.00	\$59,200		
2	Excavation	23,400	су	\$15.25	\$356,850		
3	6' Tall Orange Construction Fencing	2,452	lf	\$3.60	\$8,827		
4	CMU Retaining Walls	7,804	sf	\$25.00	\$195,100		
5	Basalite Retaining Walls	2,268	sf	\$25.00	\$56,700		
6	Finish Pads	114	lot	\$350.00	\$39,900		
				Subtotal	\$716,577		
	EROSION CONTROL						
7	Fugitive Dust Control	114	lot	\$625.00	\$71,250		
8	Erosion Control Measures / SWPPP Compliance	114	lot	\$2,000.00	\$228,000		
				Subtotal	\$299,250		
	STREET & MISCELLANEOUS						
9	2" A.C. (Bass Lake Road)	1,624	sf	\$1.17	\$1,900		
10	3" A.C.	110,565	sf	\$1.75	\$193,489		
11	4.5" A.C. (Bass Lake Road)	7,357	sf	\$2.40	\$17,657		
	5" A.B.	49,868	sf	\$0.83	\$41,390		
13	6" A.B. (Bass Lake Road)	1,624	sf	\$1.00	\$1,624		
14	8" A.B.	60,697	sf	\$1.75	\$106,220		
15	16" A.B. (Bass Lake Road)	7,357	sf	\$3.40	\$25,014		
	Micro Surfacing	29,069	sf	\$2.00	\$58,138		
	Curb and Gutter Type I & II	6,241	lf	\$20.00	\$124,820		
	Barrier Curb, Type 3	259	lf	\$16.00	\$4,144		
	4" PCC Sidewalk / 4" AB (incl. Bass Lake Road Pathway)	28,701	sf	\$5.10	\$146,375		
	Pedestrian Ramps	19	ea	\$1,190.00	\$22,610		
	Type K-1 Object Marker	1	ea	\$150.00	\$150		
22	Stop Sign	1	ea	\$380.00	\$380		
	Street Sign	4	ea	\$380.00	\$1,520		
	Stop Sign w/ Street Sign	5	ea	\$1,000.00	\$5,000		
	Stop Sign w/ Roadside Sign	1	ea	\$380.00	\$380		
	Stop Bar Striping	6	ea	\$300.00	\$1,800		
	Striping (Bass Lake Road)	3,472	lf	\$0.43	\$1,493		
	Pavement Markings (Bass Lake Road)	213	sf	\$5.00	\$1,065		
	Fire Lane Striping	2,611	lf	\$0.43	\$1,123		
	Fire Lane Entrance Sign	2	ea	\$350.00	\$700		
	Remove Pedestrain P.C.C. Sidewalk (Bass Lake Road at 2 locations)	4,271	sf	\$1.80	\$7,688		
	Remove Street Barricade	1	ea	\$350.00	\$350		
	Street Barricade w/ Gate	3	ea	\$1,600.00	\$4,800		
34	Sawcut	1555	lf	\$2.00	\$3,110		
				Subtotal	\$772,939		

3233 Monier Circle Rancho Cordova, CA 95742 T (916) 638-0919 F (916) 638-2479 Www.ctaes.net F:0-CTA OFFICE\16-017-003 Hawk View/Engineering\Estimates\180214 HV Unit 1-Bond Est.xls

Lennar Homes of California, Inc.



ENGINEERING SOLUTIONS

Item		The second se	I	1	I		
No.	Description	Quantity	Unit	Unit Price	Total Amount		
	DRAINAGE						
35	8" Storm Drain	23	lf	\$35.00	\$805		
36	12" Storm Drain	190		\$35.00	\$6,650		
37	18" Storm Drain	1,461	lf	\$45.00	\$65,745		
38	CalTrans Type "GO" Drop Inlet Incl. Gutter Depression	12	ea	\$3,600.00	\$43,200		
	Standard Co. Type 115A Grated Inlet	3	ea	\$3,800.00	\$11,400		
40	Flexstorm Post Construction PC Filter Bag	12	ea	\$750.00	\$9,000		
41	48" Storm Drain Manhole	10	ea	\$4,700.00	\$47,000		
42	Connect to E Storm Drain	2	ea	\$1,500.00	\$3,000		
43	Fabric Lining	709	sy	\$2.50	\$1,773		
44	Temporary Fabric Lined Ditch	1,200	lf	\$15.00	\$18,000		
45	PCC Ditch (Wall No. 16)	5	су	\$500.00	\$2,500		
46	RSP Light Class Inc. Fabric	243	су	\$81.30	\$19,756		
47	RSP No. 1 Backing Inc. Fabric	328	су	\$81.30	\$26,666		
48	RSP No. 3 Backing Inc. Fabric	109	су	\$81.30	\$8,862		
49	Grouted RSP Downdrain	6	су	\$200.00	\$1,200		
50	T.V. Storm Drain	1,651	lf	\$2.05	\$3,385		
				Subtotal	\$268,941		
	SANITARY SEWER						
51	6" Gravity Sewer	2,585	lf	\$57.00	\$147,345		
52	8" Gravity Sewer	160	lf	\$57.00	\$9,120		
53	48" SS Manhole	9	ea	\$6,645.00	\$59,805		
54	48" SS Manhole w/Lining	4	ea	\$9,986.00	\$39,944		
	Sewer Cleanout	3	ea	\$848.00	\$2,544		
56	Connect to E Sewer	2	ea	\$1,500.00	\$3,000		
57	Sewer Services	60	ea	\$1,766.00	\$105,960		
58	T.V. Sewer	2,745	lf	\$2.05	\$5,627		
				Subtotal	\$373,345		
	DOMESTIC WATER						
	6" Pipe Including Fittings	387	lf	\$52.00	\$20,124		
	8" Pipe Including Fittings	3,119	lf	\$49.00	\$152,831		
	10" Pipe Including Fittings	94	lf	\$57.00	\$5,358		
62	6" Gate Valve	2	ea	\$1,609.00	\$3,218		
	8" Gate Valve	20	ea	\$1,843.00	\$36,860		
	10" Gate Valve	1	ea	\$2,310.00	\$2,310		
	Water Service	59	ea	\$1,452.00	\$85,668		
	2" Irrigation Stub	3	ea	\$1,200.00	\$3,600		
	2" Blow Off Valve	4	ea	\$1,842.00	\$7,368		
	1" Air Release Valve	2	ea	\$3,086.00	\$6,172		
	Fire Hydrant & Appurtenances	7	ea	\$5,855.00	\$40,985		
	Connect to E Water	1	ea	\$1,500.00	\$1,500		
71	Relocate (E ) ARV	1	ea	\$1,500.00	\$1,500		
				Subtotal	\$367,494		



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Item No.	Description	Quantity	Unit	Unit Price	Total Amount			
		Galantity	Offic	Onici noc	Total Amount			
DRY UTILITIES								
72	Includes - Joint Utility Trench, Utility Services, Conduit & Service							
12	Boxes and Wiring & Transformer	59	lot	\$7,000.00	\$413,000			
				Subtotal	\$413,000			
	Subtotal Estimated Direct Construction Cost							
					\$3,211,547			
73	Mobilization (5%)				\$160,577			
	Total Estimated Direct Construction Cost							
	SOFT COSTS							
Α	Bond Enforcement Costs	2%			\$67,442			
В	Construction Staking	4%			\$134,885			
С	Construction Management and Inspection	10%			\$337,212			
D	Contingency	10%			\$337,212			
			Tota	Soft Costs	\$876,752			
		To	tal Esti	\$4,248,876				

2-26-18

EDC - CDA - TD: No exceptions taken

220

EID: No exceptions taken

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