ONSITE AND OFFSITE ROAD IMPROVEMENT AGREEMENT FOR NORTH SILVER DOVE WAY EAST AND SIENNA RIDGE ROAD, TM 14-1522 BETWEEN THE COUNTY AND THE DEVELOPER

AGMT #21-54985

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") and TOLL WEST COAST LLC, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1140 Virginia Drive, Fort Washington, Pennsylvania 19034, and whose local place of business is 2330 East Bidwell Street, Suite 201, Folsom, California 95630 (hereinafter referred to as "Developer") concerning the onsite and offsite road and drainage improvements for North Silver Dove Way East and Sienna Ridge Road, TM 14-1522 (hereinafter referred to as "Project") in accordance with the road improvement plans entitled North Silver Dove Way Phase 2 and Base Lake North and cost estimates prepared by CTA Engineering & Surveying, Thomas Alan Cassera, Registered Civil Engineer, and approved by Adam Bane, P.E., Senior Civil Engineer, (hereinafter referred to as "County Engineer"), El Dorado County Department of Transportation (hereinafter referred to as "Department").

RECITALS

WHEREAS, Developer has prepared North Silver Dove Way East and Sienna Ridge Road, TM 14-1522, road improvement plans and cost estimates for the construction of the Project that have been approved by County Engineer;

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

WHEREAS, it is the intent of the parties hereto that the performance of Developer's 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

Developer will, at its own cost and expense, in a workmanlike manner, faithfully and fully design, and construct or cause to be constructed all of the road, drainage, and road related improvements for the Project, inclusive of but not limited to, road drainage required by the Conditions of Approval and will perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by County and hereby made a part of this Agreement for all purposes as if fully incorporated herein. Developer shall improve:

- A. Sienna Ridge Road from its current full width section at Bronzewing Place to North Silver Dove Way as shown on Improvement Plans titled "Bass Lake North" approved June 3, 2021.
- B. North Silver Dove Way from Bass Lake Road to Sienna Ridge Road as shown on Improvement Plans titled "North Silver Dove Way Phase 2" approved May 14, 2021.

An itemized account of the estimated cost of said improvements is set forth in Exhibit A, marked "Engineer's Opinion of Probable Costs Improvement Plans for North Silver Dove (East of Bass Lake Road) April 13, 2021 and Engineer's Opinion of Probable Costs RIA Bond Estimate for Sienna Ridge Road at Bass Lake North (TM 14-1522/PD 14-0010) June 1, 2021", which is attached hereto and incorporated by reference herein. The improvements described herein are considered public works for purposes of the state prevailing wage laws (California Labor Code § 1720 et seq.). Developer's obligations herein are for the completion of the improvements and shall not be relieved by contracting for the improvements.

County will require Developer 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. Developer 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. Developer shall provide proof of adequate professional liability insurance of the engineer overseeing construction of the Project and in favor of County. Developer shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of County.

SECTION 2. SHORING PLAN

As a first order of work Developer must submit a shoring plan thirty (30) days prior to excavation for any trench five (5) feet or more in depth. The Developer shall not begin until Developer has received approval, from the Contract Administrator, of Developer's detailed shoring plan for worker protection from the hazards of caving ground during the excavation of that trench, and any design calculations used in the preparation of the detailed plan. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the California Division of Occupational Safety and Health. If the plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least thirty (30) days before Developer intends to begin excavation for the trench. Nothing in this Article shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Construction Safety Orders.

SECTION 3. 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 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 4. <u>TIME</u>

Developer shall cause the commencement of items of work after County approved the Plans for the Project on May 14, 2021 and June 2, 2021, and shall complete the Project no later than two (2) years from the date of approval of the plans, subject to extensions for delays not within the control of the Developer. 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 5. WARRANTY

Developer warrants 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 6. <u>PERFORMANCE AND LABORERS AND MATERIALMENS BONDS</u>

Developer shall deliver to Transportation Division a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of One Million Nine Hundred Six Thousand Two Hundred Twenty-Nine Dollars and Zero Cents (\$1,906,229.00) conditioned upon the faithful performance of Developer's 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.

Developer 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 **One Million Nine Hundred Six Thousand Two Hundred Twenty-Nine Dollars and Zero Cents (\$1,906,229.00)** conditioned upon the faithful performance of Developer's 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 are a condition precedent to County entering into this Agreement. Developer shall ensure that the contractor awarded the work shall provide Payment and Performance Bonds that name County as an additional obligee and that include 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 contract award, Developer 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 7. PREVAILING WAGE

Developer 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 Transportation Division'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 Developer's 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 8. <u>CERTIFIED PAYROLL</u>

As required under the provisions of Labor Code Section 1776, Developer 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 Developer's 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

Developer 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. <u>INDEMNIFICATION</u>

To the fullest extent allowed by law, Developer 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 Developer's 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 Developer or Developer's consultant or contractor, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Developer, 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 Developer 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. <u>ATTORNEY FEES</u>

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. <u>INSURANCE</u>

GENERAL INSURANCE REQUIREMENTS:

Developer shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that Developer maintains insurance that meets the following requirements. In lieu of this requirement, Developer may have its 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 Developer 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 Developer or its contractors or agents in performance of the Agreement.

- 4. In the event Developer or its 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. Developer 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. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to the insurance policies naming County an additional insured.
- 3. In the event Developer cannot provide an occurrence policy, Developer 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 Developer 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. Developer agrees 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, Developer shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Developer fails 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 Developer agrees 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:

Developer 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 Developer 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:

Developer's 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 Developer's 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.

DEVELOPER'S OBLIGATIONS:

Developer's 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

Developer 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 Developer 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 Developer's 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 Developer is 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

Developer 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. FEES

Developer 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

Developer's 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 Developer shall cure the default within ten (10) days ("Time to Cure") from the date of the Notice. In the event that the Developer fails to cure the default within the Time to Cure, Developer shall be deemed to be in breach of this Agreement.

SECTION 18. PUBLIC AND PRIVATE UTILITIES

Developer shall investigate and determine if existing public and private utilities conflict with the construction of the Project. Developer shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. Developer 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 Developer, Developer shall pay all costs of protection, relocation, or removal of utilities. Notwithstanding the aforementioned, nothing in this provision shall be construed to prevent Developer from making a claim to the owner of said utilities for reimbursement for relocation costs.

SECTION 19. RIGHT-OF-WAY CLEARANCE

Right of way requirements for this Project have been obtained by Developers and such acquisitions approved by County. No additional right of way requirements are necessary for the Project improvements as designed and for which Improvement Plans have been approved.

SECTION 20. <u>CONTRACT ADMINISTRATOR</u>

The County Officer or employee with responsibility for administering this Agreement is Natalie K. Porter, P.E., T.E., Supervising Civil Engineer, Development, Right of Way, and Environmental, 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

Developer 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 Developer 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 Developer.

SECTION 24. THE PROJECT/ DEVELOPER STATUS

Developer is constructing and completing the Project improvements as described herein and is 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

Attn.: Natalie K. Porter, P.E., T.E.
Supervising Civil Engineer
Development/ROW/Environmental

or to such other location as County directs.

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

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

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

Toll Brothers 2330 East Bidwell Street, Suite 201 Folsom, California 95630

Attn.: Gregory S. Van Dam

Vice President, Land Development

Paguasting Contract Administrator and Division Congression

or to such other location as Developer directs.

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.

By: Natalie K. Porter, P.E., T.E Supervising Civil Engineer Development/ROW/Environmental Department of Transportation	Dated:	
Requesting Department Concurrence:		
By:	Dated:	

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--

Ву:		Date	d:
	Board of Supervisors "County"		
	awson of the Board of Superv	isors	
Ву:	Deputy Clerk	Date	d:
		TOLL WEST CO	
Ву:	Gregory S. Van Dam Vice President Toll West Coast LLC		Dated: 6/16/21

Notary Acknowledgment 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	accuracy, or validity of that document.
County of Sacramento	
On June 14, 2021 before me, R. Hall	notary Public.
personally appeared Gregory S. V	an Dam
who proved to me on the basis of satisfactory ev	idence to be the person(s) whose name(s)
(is are subscribed to the within instrument and ac	knowledged to me that he/she/they executed
the same in fisher/their authorized capacity(jes),	and that by hts/ber/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 paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal.	R. HALL Notary Public - California El Dorado County Commission # 2285878 My Comm. Expires May 18, 2023
Signature	
	(Seal)





Engineer's Opinion of Probable Costs Improvement Plans for North Silver Dove (East of Bass Lake Road) April 13, 2021

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
-	DE	MOLITION			
1	Remove Existing Bike Path	1,849	sf	\$5.00	\$9,245
2	Remove Existing Drain Line	42	lf	\$25.00	\$1,050
3	Remove Existing Drain Structure	2	ea	\$100.00	\$200
4	Remove Existing Steel Casing	207	If	\$10.00	\$2,070
5	Remove Existing Barbed Wire Fence	771	lf	\$5.00	\$3,855
6	Remove & Replace Existing Pvmt Sec (Bass Lake Road Severence)	595	sf	\$5.00	\$2,975
7	Remove & Replace Existing Pvmt Sec (Utility Patch - Bass Lake Road)	347	sf	\$11.20	\$3,886
8	Sawcut & Remove Existing Surfacing (Bass Lake Road Tie-ins)	5,140	sf	\$5.00	\$25,700
9	Sawcut & Remove Existing Surfacing (Sienna Ridge Road Tie-ins)	54	sf	\$5.00	\$270
10	Remove and Replace (E) Stop Sign	2	ea	\$400.00	\$800
11	Remove (E) Stop Sign	1	ea	\$200.00	\$200
12	Type II Micro Surface	3,897	sf	\$1.25	\$4,871
13	2* Grind & Overlay	5,013	sf	\$2.75	\$13,786
14	Relocate (E) Mailbox	2	ea	\$1,000.00	\$2,000
				Subtotal	\$70,908
	EAF	RTHWORK			
15	Clear and Grub w/ Tree Removal	0.9	ac	\$1,850.00	\$1,665
16	Excavation	2,000	су	\$11.50	\$23,000
17	Export	1,870	су	\$20.30	\$37,961
				Subtotal	\$62,626
	EROSION CONTR	OL AND FUGITIVE	DUST		200 mm mm m m m m m m m m m m m m m m m
18	Erosion Control & SWPPP	0.9	ac	\$2,300.00	\$2,070
19	Fugitive Dust Control	0.9	ac	\$700.00	\$630
			Ī	Subtotal	\$2,700

Toll Brothers West Coast LLC North Silver Dove Road East and Sienna Ridge Road

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2017 O. L. Hamade, consent design 1155 2 for being conjunt from a 1510 1

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
	J	MISCELLANEOU			
20	2.5"AC (NSD Driveway Connection)	412	sf	\$2.25	\$927
21	3"AC (NSD)	15,390	sf	\$2.40	\$36,936
22	4" A.B. (NSD Driveway Connection)	412	sf	\$1.50	\$618
23	8" A.B. (NSD)	15,390	sf	\$2.00	\$30,780
24	4.5"AC (BLR Widening)	5,192	sf	\$3.10	\$16,09
25	16" A.B. (BLR Widening)	5,192	sf	\$3.60	\$18,69°
26	Type 2 - Vertical Curb and Gutter	147	lf	\$23.00	\$3,38
27	Type 3 - Barrier Curb	41	If	\$18.30	\$750
28	Sidewalk/ 4" AB	364	sf	\$5.85	\$2,129
29	Bike Path/ 4" AB	1,465	sf	\$4.20	\$6,15
30	Pedestrian Ramps	2	ea	\$1,525.00	\$3,050
31	Thermoplastic Traffic Stripe	3,005	lf	\$0.50	\$1,50
32	Street/Misc. Signs	2	ea	\$440.00	\$880
33	No Parking Signs	5	ea	\$440.00	\$2,20
34	Stop Sign w/ Street Sgn & Misc Sign	1	ea	\$1,355.00	\$1,35
35	Pavement Markings	77	sf	\$12.50	\$963
36	Barbed Wire Fence	950	If	\$10.00	\$9,500
37	Removable Barricade	2	ea	\$550.00	\$1,100
38	Removable Bollard	2	ea	\$500.00	\$1,000
				Subtotal	\$138,01
	DR	AINAGE	omedica	0.000	
39	18" HDPE	84	lf	\$61.00	\$5,124
40	30" HDPE	12	If	\$90.00	\$1,080
41	36" HDPE	145	If	\$136.00	\$19,720
42	36" RCP CL Type III	31	If	\$155.00	\$4,80
43	30" F.E.S.	1	ea	\$1,480.00	\$1,480
44	30" Acess Control Rack	1	ea	\$1,200.00	\$1,200
45	Grated Inlet 115A	3	ea	\$4,880.00	\$14,640
46	60" Storm Drain Manhole	4	ea	\$6,400.00	\$25,600
47	Caltrans Headwall (D89) w/ Trash Rack	1	İs	\$8,000.00	\$8,000
48	Fabric Lining	4,510	sf	\$2.00	\$9,020
49	RSP No.1 Backing	28.6	су	\$93.30	\$2,66
50	Curb Drain	8.0	If	\$30.00	\$24
51	TV Storm Drain	272	lf	\$2.35	\$63
				Subtotal	\$94,217

Toll Brothers West Coast LLC North Silver Dove Road East and Sienna Ridge Road

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Item No.	Description	Quantity	Unit	Unit Price	Total Amount
	SANITA	ARY SEWER		W	
52	6" Sewer Line	57	lf	\$87.00	\$4,959
53	8" Sewer Line	716	if	\$118.00	\$84,488
54	Sewer Cleanout	3	ea	\$1,450.00	\$4,350
55	48" Sanitary Sewer Manhole	2	ea	\$8,432.00	\$16,864
56	48" Sanitary Sewer Manhole W/ Lining	2	ea	\$11,721.00	\$23,442
57	Connect to Existing Sewer Line	1	ea	\$2,500.00	\$2,500
58	T.V. Sewer Line	773	If	\$2.35	\$1,817
	The second secon			Subtotal	\$138,420
	Estimated Direct Construction Co			struction Cost	506,882
	Mobilization (5%	of Estimated Dire	ect Con	struction Cost)	25,344
			T	otal Hard Cost	532,226
	SOFT COSTS			i i	
Α	Bond Enforcement Costs	2%			\$10,645
В	Construction Staking	4%			\$21,289
С	Construction Management & Inspection	10%			\$53,223
D	Contingency	10%			\$53,223
			Subt	otal Soft Costs	138,379
	10 30 10 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Total E	Estimated Cost	670,604

EXCLUSIONS:

- 1. Blasting
- 2. Pole Relocation
- 3. 2" Water Line Relocation
- 4. Street Lights
- 5. Dry Utilities

EDC DOT: No Exceptions Taken

EID: No Exceptions Taken

Toll Brothers West Coast LLC North Silver Dove Road East and Sienna Ridge Road

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AGMT 21-54985 Exhibit A



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Engineer's Opinion of Probable Costs RIA Bond Estimate for Sienna Ridge Road at Bass Lake North (TM 14-1522/ PD 14-0010) June 1, 2021

item No.	Description	Quantity	Unit	Unit Price	Total Amount
	DEMOLITION				
1	Sawcut and Remove Existing Pvmt Sec (Sienna Ridge Rd)	33,880	sf	\$5.00	\$169,400
2	Remove Existing Drain Line (18" CMP)	1	ea	\$500.00	\$500
3	Remove and Replace (E) Pvmt Sec and Surface IMPS (Offsite Waterline Connection)	39	sf	\$5.00	\$195
4	Remove and Replace (E) Pvmt Sec (Sienna Ridge Rd)	332	sf	\$5.00	\$1,660
5	Type II Micro Surface	5,081	sf	\$1.25	\$6,351
6	2° Grind and Overlay (Offsite Waterline Connection)	392	sf	\$2.75	\$1,078
7	2° Grind and Overlay (Sienna Ridge Rd)	1,864	sf	\$2.75	\$5,126
	7000 - 10			Subtotal	\$184,310
	STREETS & MISCELLAI	NEOUS			
8	3°AC	43,177	sf	\$2.40	\$103,625
9	9° A.B.	43,177	sf	\$2.20	\$94,989
10	Type 2 Curb and Gutter	1,178	lf	\$23.00	\$27,094
11	PCC Sidewalk/ 4" AB	7,034	sf	\$5.85	\$41,149
12	Street Light	1	ea	\$1,810.00	\$1,810
13	Pedestrian Ramps	2	ea	\$1,525.00	\$3,050
14	Driveway Ramp	1	ea	\$6,875.00	\$6,875
15	Street Barricade (Sidewalk)	1	ea	\$325.00	\$325
16	Removable Barricade	5	ea	\$650.00	\$2,750
17	Stop Sign w/ Streetsign	1	ea	\$1,355.00	\$1,355
18	Street/Misc. Signs	5	ea	\$440.00	\$2,200
19	No Parking Signs	9	ea	\$440.00	\$3,960
20	Thermoplastic Traffic Stripe	6,125	If	\$0.50	\$3,063
21	Pavement Markings	50	sf	\$12.50	3625
			\neg	Subtotal	\$292,870
	DRAINAGE				
22	Remove (E) Storm Drain Line	39	lf	\$15,00	\$585
23	18' HDPE	18	tf	\$61.00	\$1,098
24	24" HDPE	279	If	\$84.00	\$23,436
25	36° HDPE	145	If	\$136.00	\$19,720
26	Type "B" Inlet	3	ea	\$3,400.00	\$10,200
27	EDC Grated Inlet 115A	1	68 1	\$4,880.00	\$4,880
28	48" Storm Drain Manhole	1	ea	36,400.00	\$6,400
29	60" Storm Drain Manhole	1	ea	\$6,400.00	36,40 0
30	4' x 8' Jensen Precast Box W/ Grate*	1	ea	\$18,000.00	\$18,000
31	Caltrans Headwall (D89) w/ Access Control Rack	2	ls	\$8,000.00	\$16,000
32	RSP No.1 Backing Incl Fabric	5.3	cy	\$93.30	\$494.4
33	Roadside Ditch (east side Sienna Ridge Rd)	1,310	Ħ	\$25.00	\$32,750
34	TV Storm Drain	442	Ħ	\$2.05	\$906
35	Connect To Existing Storm Drain	2	ea	\$2,500.00	\$5,000
				Subtotal:	\$145,870

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item No.	Description	Quantity	Unit	Unit Price	Total Amount
-(4	SANITARY				
36	6" Sewer Line	37	lf ·	\$87.00	\$3,219
37	8" Sewer Line	535	lf	\$118.00	\$63,130
38	48" Sanitary Sewer Manhole	1	ea	\$8,432.00	\$8,432
39	48° Sanitary Sewer Manhole W/ Lining	2	ea	\$11,721.00	\$23,442
40	T.V. Sewer Line	572	If	\$2.35	\$1,344
				Subtotal	\$99,567
	DOMESTIC	WATER			
41	8" Line Including Fittings	41	If	\$61.00	\$2,501
42	12" Line Including Fittings	1,589	lf	\$93.00	\$147,777
43	8° Gate Valve	2	ea	\$2,187.00	\$4,374
44	12" Gate Valve	8	ea	\$2,992.00	\$23,936
45	2" Blowoff Valve	2	63	\$2,189.00	\$4,378
46	4" Blowoff Valve	2	ea	\$4,125.00	\$8,250
47	Fire Hydrant Assembly (Incl. Valve & Line)	3	ea	\$6,708.00	\$20,124
	V. 100			Subtotal	\$211,340
		Estimated Direct (Const	ruction Cost	\$933,957
Amortisa	Mobilization (5% of E	Stimated Direct C	onstr	uction Cost)	\$46,698
			Tota	I Hard Cost	\$980,654
	SOFT COSTS	10.00			
A	Bond Enforcement Costs	2%			\$19,613
В	Construction Staking	4%			\$39,226
С	Construction Management & Inspection	10%			\$98,065
D	Contingency	10%			\$98,065
		Sı	ubtota	I Soft Costs	254,970
		Tot	al Esti	imated Cost	1,235,625

EXCLUSIONS:

- 1. Blasting
- 2. Pole Relocation
- 3. 2" Water Line Relocation
- 4. Street Lights
- 5. Dry Utilities

EID: No Exceptions Taken

DOT: No Exceptions Taken

Date

