



COUNTY OF PLACER
Community Development Resource Agency

**ENGINEERING &
 SURVEYING**

Michael J. Johnson, AICP
 Agency Director

Wes Zicker, P.E.
 Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Wes Zicker, Director *WZ*
 Department of Engineering and Surveying, Community Development Resource Agency

DATE: December 6, 2011

SUBJECT: **NICHOLS DRIVE INDUSTRIAL PARK, TRACT #974**

ACTION REQUESTED:

It is requested the Board take the following actions:

- A. Accept the subdivision improvements as complete.
- B. Authorize the Chairman to sign the Subdivision Improvement Replacement Agreement.
- C. Instruct the Clerk of the Board to prepare the Subdivision Improvement Replacement Agreement for recording.
- D. Adopt a Resolution accepting roads constructed by Nichols Drive Industrial Park into the County Maintained Mileage System.

<u>Road Name</u>	<u>Road Number</u>	<u>Mileage</u>	<u>Location</u>
Prosperity Drive	C3006	0.27	North of Nichols Drive
Progress Drive	C3007	0.21	North of Nichols Drive
Integrity Court	C3008	0.03	East of Progress Drive

BACKGROUND:

The Final Map for Nichols Drive Industrial Park was approved by your Board on December 9, 2008 by relying upon a Subdivision Improvement Agreement to assure compliance with the required improvements. The map created 26 commercial lots ranging in size from 0.59 acres to 1.89 acres and 3 Open Space lots totaling 6.71 acres as shown on the attached Exhibit "B". The project site is located adjacent to Nichols Drive, one quarter of a mile west of Highway 65 in the Sunset Industrial Area.

The improvements constructed with this subdivision consist of County Road reconstruction, construction of subdivision streets, sewer and drainage facilities, placement of survey monuments and miscellaneous items. These improvements were identified in the Subdivision Improvement Agreement executed by the original owner and approved by your Board. The current owner, Premierwest Bank, has authorized Rocklin Nichols Industrial, LLC to act as "Subdivider" on their behalf. With this authorization, "Subdivider" has executed a Subdivision Improvement Replacement Agreement and provided security to assure the obligations set forth under the original Subdivision Improvement Agreement, G.C. Section 66499.7 and County Code Section 16.08.200 are satisfied. This Subdivision Improvement Replacement Agreement also authorizes the Director of ESD to execute a replacement to this agreement with Premierwest Bank in the event they assume the responsibility of the Subdivider.

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Zone 208 in County Service Area No. 28 provides funding for County maintenance of the public subdivision streets and drainage facilities.

ENVIRONMENTAL CLEARANCE

A Mitigated Declaration (2003102068) has been found adequate to satisfy the requirements of CEQA for this project. Required mitigation measures have been addressed by the Conditions of Approval for this subdivision.

FISCAL IMPACT

None

Attached to this report for the Board's information/consideration are:

- Exhibit A – Vicinity Map
- Exhibit B – Map of Subdivision
- Exhibit C – Subdivision Improvement Replacement Agreement
- Exhibit D – Resolution – Road Acceptance

EXHIBIT "A"

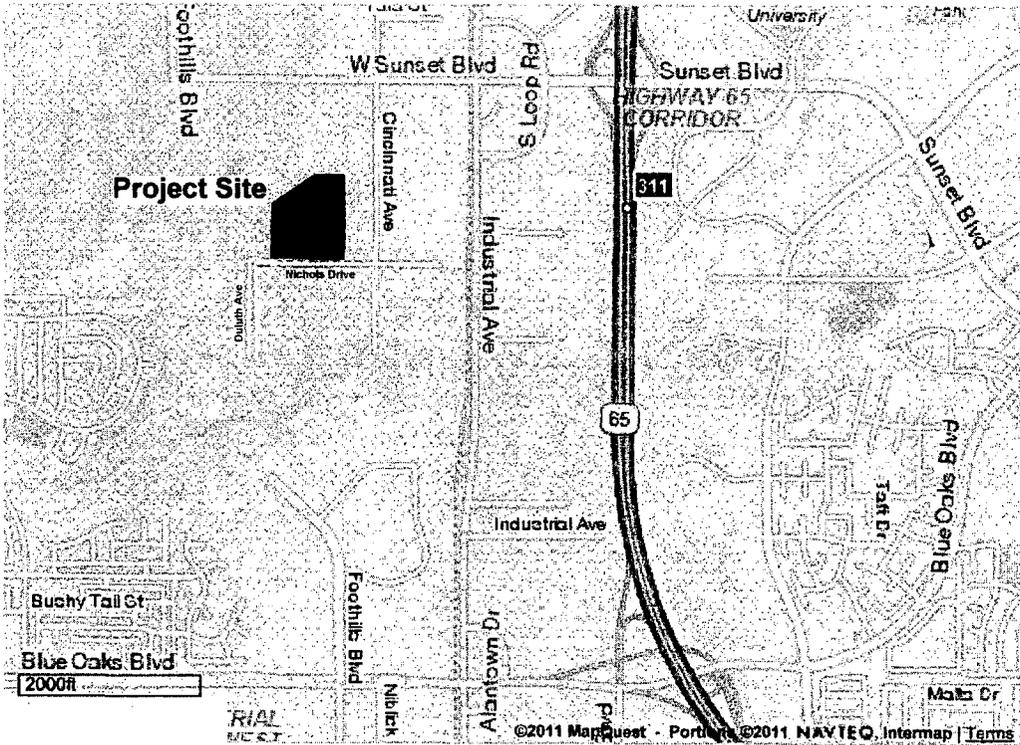
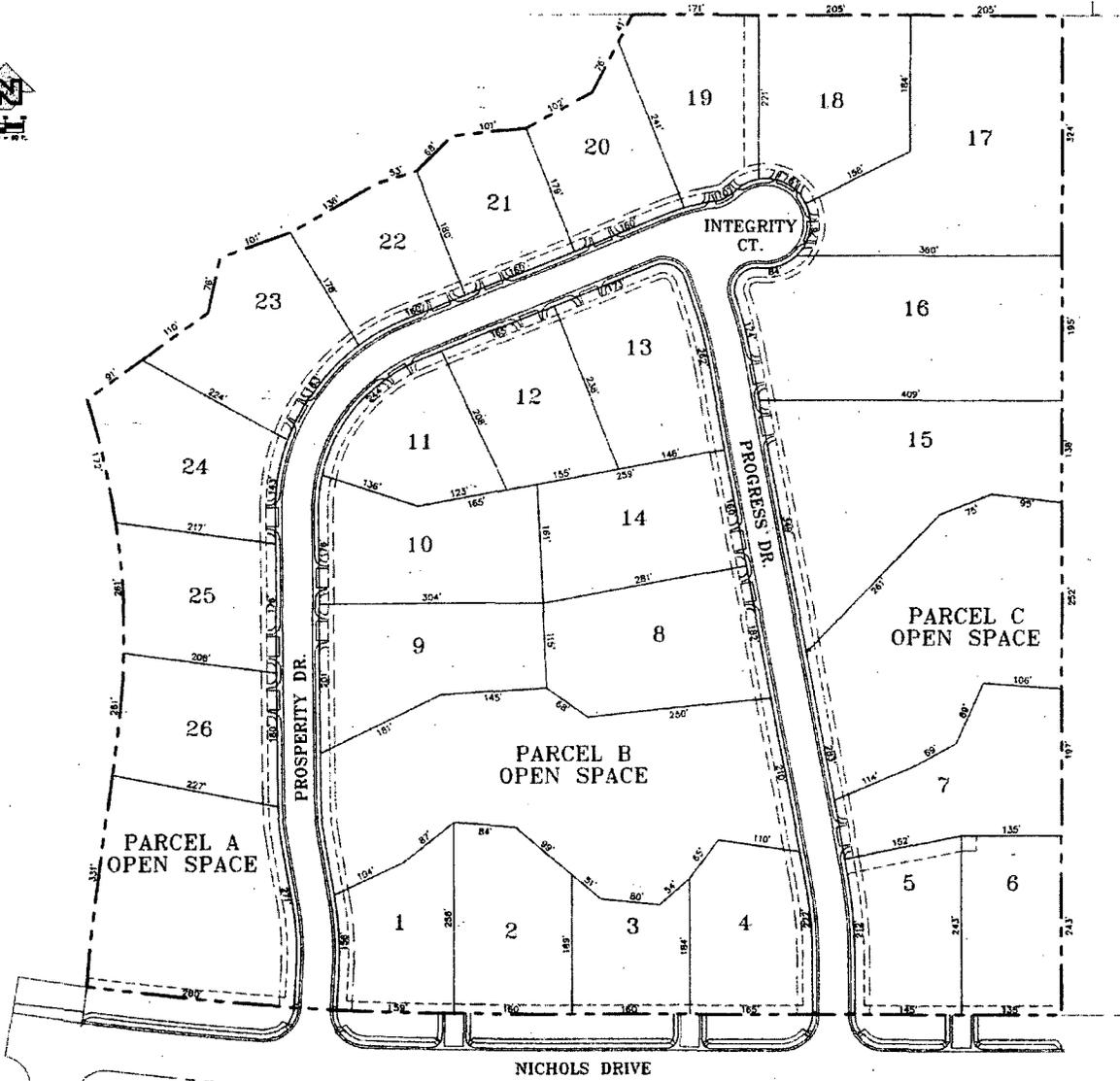


EXHIBIT "B"

NICHOLS DRIVE INDUSTRIAL PARK
PLACER COUNTY, CALIFORNIA



UBORA ENGINEERING & PLANNING
"EXCELLENCE"

2801 BOWLER ROAD, SUITE 200
ROCKVILLE, MD 20850

EXHIBIT C

Recording Requested by
and Return to:

Placer County
Community Development Resource Agency
Engineering and Surveying Department
3091 County Center Drive, Suite 120
Auburn, California 95603

Subdivision Name: NICHOLS DRIVE INDUSTRIAL PARK
Subdivision No. : PCPA 20070503
Recorded at: Book CC of Maps, at Page 007,
Placer County Official Records.
Contract No. :30974
Original Subdivider(s): Nichols Industrial Park, LLC and
Peppertree Properties of Roseville, LLC
Original Subdivision Improvement Agreement
Recorded: Dec. 12, 2008 as Document No. 2008-0095767
Placer County Official Records
Current Owner: PremierWest Bank
Subdivider: Rocklin Nichols Industrial, LLC
Effective Date: December 6, 2011

SUBDIVISION IMPROVEMENT REPLACEMENT AGREEMENT

This Subdivision Improvement Replacement Agreement is entered into by and between the County of Placer, hereinafter called "County," and Rocklin Nichols Industrial, LLC, a California limited liability company, hereinafter called "Subdivider," on the 6th day of December, 2011.

RECITALS

1. Nichols Industrial Park, LLC and Peppertree Properties of Roseville, LLC received approval from County of a tentative subdivision map commonly known as Nichols Drive Industrial Park and thereafter recorded a final map for Nichols Drive Industrial Park on December 12, 2008 in book CC of Maps at Page 7, Placer County Official Records (the "Map").
2. County approved the Map subject to the execution of a Subdivision Improvement Agreement recorded on December 12, 2008 as Document No. 2008-0095767 Placer County Official Records (the "2008 SIA").

3. PremierWest Bank (the "Current Owner") acquired fee title to property contained within the boundary of the Map and bound by the SIA by virtue of a Trustee's Deed Upon Sale recorded on July 20, 2010 as Document No. 2010-0054678 Placer County Official Records.

4. The Current Owner, PremierWest Bank, has requested, and the County has agreed, that Rocklin Nichols Industrial, LLC ("Subdivider") may act on the Current Owner's behalf to complete the requirements of the 2008 SIA and to enter into this Agreement, as a covenant running with the land.

5. Subdivider has requested, and the County has agreed, to execute this Subdivision Improvement Replacement Agreement (the "Agreement") to recognize the completion of "the improvements" as described in Paragraph 6 of the 2008 SIA and to adjust the amount of security required under Paragraph 13 of the 2008 SIA.

6. County and Subdivider wish to memorialize their voluntary agreement to record this Agreement, and to memorialize the current owner's consent to this Agreement, and upon doing so, the 2008 SIA will be superseded by this Agreement and the 2008 SIA will no longer be a covenant running with the land.

7. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.)

AGREEMENT

8. **Improvements.** Subdivider has completed all the works of improvement ("the Improvements") required for the Subdivision as shown on the final improvement plans for the Nichols Drive Industrial Park PN8396 submitted to, approved by, and filed with the Community Development Resource Agency, in accordance with the requirements of the Map Act, Title 16, the Standard Specifications of County improvement plans, and such other requirements as are included herein. The Improvements include both public and private improvements.

9. **Acceptance of Improvements.** The execution of this Agreement by the County of Placer shall serve as notification that the Improvements have been accepted as complete, subject to the provisions of Paragraph 10 hereof.

10. **Warranty.** Subdivider agrees to remedy any defects in the public improvements arising from faulty or defective design or construction of said improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the Board of Supervisors pursuant to Placer County Code Section 16.08.200.

11. **Notice Regarding Construction.** Subdivider shall notify the Community Development Resource Agency at least forty-eight (48) hours prior to commencement of any construction to remedy any defects in the public improvements arising from faulty or defective design or construction of said improvements.

12. **Indemnity and Hold Harmless.**

A. The SUBDIVIDER hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. SUBDIVIDER agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the SUBDIVIDER. SUBDIVIDER also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against SUBDIVIDER or the COUNTY or to enlarge in any way the SUBDIVIDER'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from SUBDIVIDERS performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. Subdivider has identified all existing utilities on the Plans and Specifications, and paid all costs and expenses for relocation of utilities, whether shown on such Plans and Specifications or not, and agrees to defend and hold harmless County from any claims arising out of failure to show or relocate such utilities.

C. It is mutually understood that Subdivider will bear the full responsibility for losses incurred by destruction or damage to all improvements, from any cause whatsoever, and shall bear full responsibility for costs incurred or reasonably necessary, until such improvements are accepted by the County or other appropriate public agency.

13. **Delay.** If the remedy of defects to the public improvements is delayed without fault of Subdivider, the time for completion thereof may be extended by the Director of the Community Development Resource Agency for such period of time as County may deem reasonable.

14. **Security.** Subdivider shall furnish to County security to ensure the faithful performance of all duties and obligations of Subdivider herein contained in accordance with Government Code Section 66499. Such security shall be in a form acceptable to the County Counsel. If bonds are submitted, Subdivider must provide documentation, in a form acceptable to the County Counsel, that the surety is duly admitted surety authorized to conduct business in the State of California. Such security shall be in the amount of Five Hundred Sixty One Thousand One Hundred Twenty Six dollars (\$561,126.00), which is Twenty Five percent (25%) of the estimated cost of the public improvements as shown on Exhibit A attached hereto and incorporated herein by this reference.

15. **Irrevocability of Security.** The security furnished pursuant to Paragraph 14 shall be irrevocable, shall not be limited as to time (except as to the 12 month period specified in Paragraph 10), and shall provide that it shall be released, in whole or in part, only upon the written approval of the Director of the Community Development Resource Agency.

16. **Legal Jurisdiction.** This contract is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Contract it shall be subject to the interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

17. **Release of Remaining Security.** Upon the expiration of the warranty period as specified in Paragraph 10, provided there are no uncured defects in the public improvements covered by the warranty described in Paragraph 10, the Director of the Community Development Resource Agency shall authorize the release of the security provided pursuant to Paragraph 14 as provided by Government Code Section 66499.7.

18. **Insurance.** Prior to the commencement of any work to repair defects in the improvements associated with the Agreement, the Subdivider shall file with COUNTY a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

A. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to SUBDIVIDER'S employees under the U.S. Longshoremens and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

SUBDIVIDER shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. GENERAL LIABILITY INSURANCE:

a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of SUBDIVIDER, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by SUBDIVIDER in this Agreement.

b. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

c. If SUBDIVIDER carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

d. If SUBDIVIDER carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

e. Special Claims Made Policy Form Provisions:

SUBDIVIDER shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by SUBDIVIDER shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

19. Monuments. Subdivider has installed such survey monuments as depicted on the Final Map filed as a condition of this approval.

20. **Failure of Performance.** In the event Subdivider fails to perform one or more of the conditions herein, County shall have recourse to the security given to guarantee the performance of such acts. County shall have recourse against so much of the security as is necessary to discharge the responsibility of Subdivider hereunder. County shall have recourse against Subdivider for any and all amounts necessary to complete the obligations of Subdivider in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the County, in addition to the costs of the improvements, shall be a proper charge against the security and/or Subdivider.

21. **Attorney's Fees.** In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

22. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

23. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

24. **Substitution.** In the event PremierWest Bank assumes the responsibility as subdivider and provides security as required herein, the Director of the Engineering and Surveying Department is authorized to execute a substitution to this Agreement for that purpose on behalf of Placer County.

25. **Counterparts.** This Agreement may be executed in counterparts.

WHEREFORE, the parties hereto have executed this Agreement effective on the day and in the year first above written.

[Signatures appear on the following pages]

Dated:

COUNTY OF PLACER

By:

CHAIR OF THE PLACER COUNTY
BOARD OF SUPERVISORS

Dated:

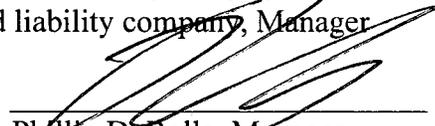
11/29/11

SUBDIVIDER

ROCKLIN NICHOLS INDUSTRIAL, LLC,
a California limited liability company

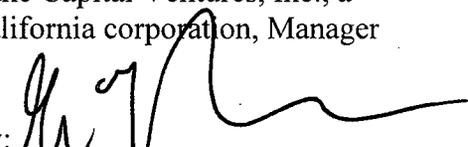
By: GPR VENTURES, LLC, a California
limited liability company, Manager

By:


Philip D. Rolla, Manager

By: Duke Capital Ventures, Inc., a
California corporation, Manager

By:


Glen A. Yonekura, President

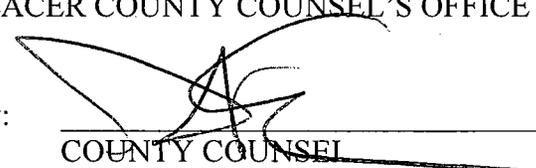
APPROVED AS TO FORM

PLACER COUNTY COUNSEL'S OFFICE

Dated:

12/1/11

By:


COUNTY COUNSEL

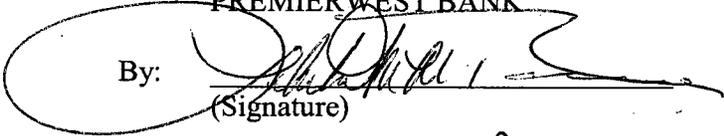
CONSENT OF CURRENT OWNER

The undersigned consents to the above terms and conditions and agrees that, in the event Rocklin Nichols Industrial, LLC ("RNI") does not acquire the Property by March 31, 2012, the undersigned shall assume the obligations of RNI under the foregoing Agreement and shall be obligated to perform each and every term and condition required of RNI thereunder, including but not limited to warranty and indemnity obligations.

Dated: 11-29-11

PREMIER WEST BANK

By:


(Signature)

Marta M. Romero

(Printed Name)

Vice President

(Printed Title)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

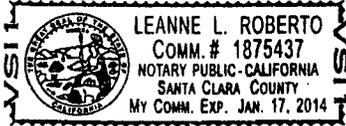
State of California

County of SANTA CLARA

On 11/29/14 before me, LEANNE L. ROBERTO NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PHILLIP D. ROLLA AND GLEN A. YONEKURA
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: Leanne L. Roberto
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SUBDIVISION IMPROVEMENT REPLACEMENT AGREEMENT

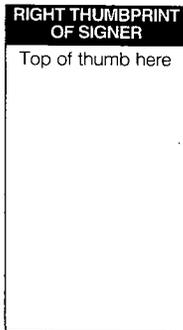
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

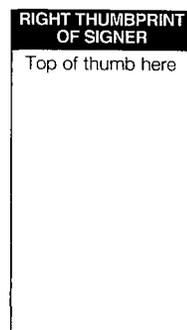
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

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state of oregon
jackson
County of Placer)

On this 29th day of November, 2011, before me
Natalie A Ritchey NOTARY PUBLIC,

(Notary Name and Title)

personally appeared LeArta MM Romer,
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.

My Commission Expires: August 7, 2014

WITNESS my hand and official seal (SEAL)

Natalie A Ritchey
Notary Public in and for said county and state

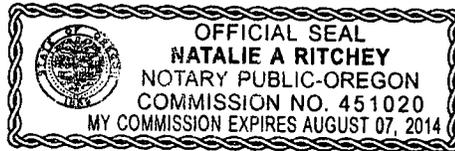




EXHIBIT "A"
Nichols Drive Industrial Park (SUB-419/CUP-2976)
Opinion of Probable Construction Cost Comparison
Originally Approved Costs to Public Improvement Costs
 Prepared Oct. 17, 2011

SUMMARY OF COSTS & BONDING				(3-18-2008) ORIGINAL TOTALS	PUBLIC IMPROVEMENT TOTALS
A	EARTHWORK			\$1,309,548	\$0
B	STORM DRAINAGE			\$415,300	\$248,132
C	UTILITIES			\$70,600	\$70,600
D	RETAINING WALLS			\$0	\$0
E	ROADWAYS			\$1,273,123	\$1,273,123
F	AMENITIES			\$143,141	\$6,492
G	WINTERIZATION AND EROSION CONTROL			\$68,133	\$0
H	SANITARY SEWER FACILITIES			\$134,109	\$134,109
I	ADDITIONAL COSTS			\$41,500	\$24,000
	SUBTOTAL - ENGINEER'S ESTIMATE (Excluding Water)			\$3,455,453	\$1,756,456
J	WATER			\$284,001	\$284,001
	SUBTOTAL - ENGINEER'S ESTIMATE (Including Water)			\$3,739,455	\$2,040,458
	10% CONTINGENCY			\$373,945	\$204,046
	TOTAL			\$4,113,400	\$2,244,504
	Bonding Amount		25.0%	\$1,028,350	\$561,126

ENR Index: 7695, April 2006; BOS Adopted 6-13-06; Effective 7-01-06

ITEM	UNIT	Unit Price	ORIGINAL (3-18-2008)		PUBLIC IMPROVEMENTS		
			Quantity	Total	Quantity	Total	
A	EARTHWORK						
	Roadway excavation	CY	\$5.95	66,300	\$394,485.00	0	\$0.00
	Site grading and compaction	SF	\$0.57	1,375,000	\$783,750.00	0	\$0.00
	Export material	CY	\$7.00	13,200	\$92,400.00	0	\$0.00
	Clear and grub	AC	\$1,075.50	34	\$36,567.00	0	\$0.00
	Sawcut and remove existing AC	SF	\$1.10	2,133	\$2,346.30	0	\$0.00
				Subtotal A	\$1,309,548.30	Subtotal A	\$0.00
B	STORM DRAINAGE						
	Storm Drain Drop Inlet	EA	\$1,348.00	22	\$29,656.00	22	\$29,656.00
	Storm Drain Manhole - 48"	EA	\$2,177.50	12	\$26,130.00	12	\$26,130.00
	Drain Pipe - 12"	LF	\$25.40	1,121	\$28,473.40	1,121	\$28,473.40
	Drain Pipe - 15"	LF	\$29.05	355	\$10,312.75	355	\$10,312.75
	Drain Pipe - 18"	LF	\$33.70	85	\$2,864.50	85	\$2,864.50
	Drain Pipe - 30"	LF	\$46.15	1,176	\$54,272.40	1,176	\$54,272.40
	Flared End Section - 18" & Under	EA	\$270.00	14	\$3,780.00	14	\$3,780.00
	Concrete Box Culvert - 3'x6'	LF	\$89.20	534	\$47,632.80	534	\$47,632.80
	Headwall/wingwall	SF	\$16.60	780	\$12,948.00	780	\$12,948.00
	Drainage swale	LF	\$6.50	3,035	\$19,727.50	3,035	\$19,727.50
	Rock inlet/outlet protection	SF	\$12.95	400	\$5,180.00	400	\$5,180.00
	Sediment Trap	EA	\$3,577.50	2	\$7,155.00	2	\$7,155.00
	Detention facility, per acre of shed area	EA	\$5,392.50	31	\$167,167.50	0	\$0.00
				Subtotal B	\$415,299.85	Subtotal B	\$248,132.35
C	UTILITIES						
	Utility trench and backfill	LF	\$17.65	4000	\$70,600.00	4,000	\$70,600.00
				Subtotal C	\$70,600.00	Subtotal C	\$70,600.00
D	RETAINING WALLS						
	Retaining Wall	SF	\$16.05		\$0.00		\$0.00
				Subtotal D	\$0.00	Subtotal D	\$0.00
E	ROADWAYS						

6" AC	SF	\$2.70	142,860	\$385,722.00	142,860	\$385,722.00
20" AB	SF	\$4.40	142,860	\$628,584.00	142,860	\$628,584.00
Concrete curb and gutter	LF	\$16.05	6,553	\$105,175.65	6,553	\$105,175.65
Concrete V-gutter	SF	\$3.20		\$0.00		\$0.00
Sidewalk (6" Thick)	SF	\$3.20	36,459	\$116,668.80	36,459	\$116,668.80
Driveway (A6)	EA	\$1,607.50	23	\$36,972.50	23	\$36,972.50
Pedestrian/Equestrian Path	SF	\$0.57		\$0.00		\$0.00
			Subtotal E	\$1,273,122.95	Subtotal E	\$1,273,122.95
F. AMENITIES						
Street name sign	EA	\$269.50	2	\$539.00	2	\$539.00
Traffic sign	EA	\$269.50	3	\$808.50	3	\$808.50
Fence - post & cable	LF	\$8.80	5,000	\$44,000.00	0	\$0.00
Fence - open iron	LF	\$16.05	144	\$2,311.20	0	\$0.00
Pavement marking	LF	\$1.10	3,687	\$4,055.70	3,687	\$4,055.70
Survey monument & well (incl brass caps)	EA	\$544.50	1	\$544.50	2	\$1,089.00
Landscaping	SF	\$2.20	41,310	\$90,882.00		\$0.00
			Subtotal F	\$143,140.90	Subtotal F	\$6,492.20
G. WINTERIZATION AND EROSION CONTROL						
Construction fencing	LF	\$2.20	7,630	\$16,786.00	0	\$0.00
Inlet protection	EA	\$109.00	22	\$2,398.00	0	\$0.00
Straw bale dike	LF	\$2.70	12,000	\$32,400.00	0	\$0.00
Construction entrance	EA	\$539.25	2	\$1,078.50	0	\$0.00
Sediment Trap	EA	\$595.00	26	\$15,470.00	0	\$0.00
			Subtotal G	\$68,132.50	Subtotal G	\$0.00
H. SANITARY SEWER FACILITIES						
Sewer MH - 48"	EA	\$2,385.00	10	\$23,850.00	10	\$23,850.00
Sewer MH - 60"	EA	\$3,630.00	1	\$3,630.00	1	\$3,630.00
Sewer Pipe - 8"	LF	\$33.15	758	\$25,127.70	758	\$25,127.70
Sewer Pipe - 10"	LF	\$35.25	1,785	\$62,921.25	1,785	\$62,921.25
Sewer Service - 6"	EA	\$757.00	20	\$15,140.00	20	\$15,140.00
Sewer - Adjust MH to Grade	EA	\$415.00	4	\$1,660.00	4	\$1,660.00
Sewer - Connect to Existing	EA	\$890.00	2	\$1,780.00	2	\$1,780.00
			Subtotal H	\$134,108.95	Subtotal H	\$134,108.95
I. ADDITIONAL COSTS (List)						
Fire Hydrant & Assembly	EA	\$2,500.00	7	\$17,500.00	0	\$0.00
Water Quality Structure	EA	\$12,000.00	2	\$24,000.00	2	\$24,000.00
			Subtotal I	\$41,500.00	Subtotal I	\$24,000.00
J. WATER						
Connect to Existing - Water	LS	\$610.00	5	\$3,050.00	5	\$3,050.00
Water Pipe - 2"	LF	\$16.40	21	\$344.40	21	\$344.40
Water Pipe - 4"	LF	\$24.35		\$0.00		\$0.00
Water Pipe - 6"	LF	\$32.85	154	\$5,058.90	154	\$5,058.90
Water Pipe - 8"	LF	\$38.15	704	\$26,857.60	704	\$26,857.60
Water Pipe - 10"	LF	\$44.50		\$0.00		\$0.00
Water Pipe - 12"	LF	\$55.10	2,689	\$148,163.90	2,689	\$148,163.90
Water Pipe - 15"	LF	\$72.00		\$0.00		\$0.00
Water Pipe - 18"	LF	\$82.70		\$0.00		\$0.00
Water Pipe - 24" /Casing	LF	\$111.50	77	\$8,585.50	77	\$8,585.50
Water - Air Relief Valve	EA	\$1,114	8	\$8,912.00	8	\$8,912.00
Water - 2" Blow Off Valve	EA	\$899	33	\$29,667.00	33	\$29,667.00
Backflow Device	EA	\$899	1	\$899.00	1	\$899.00
8" Flexible Dbl-Ball Expansion Joint	EA	\$1,007		\$0.00		\$0.00
Water Valve - 4" and under	EA	\$386	1	\$386.00	1	\$386.00
Water Valve - 6"	EA	\$827	3	\$2,481.00	3	\$2,481.00
Water Valve - 18"	EA	\$1,377		\$0.00		\$0.00
Water Valve - 24"	EA	\$2,223		\$0.00		\$0.00
Fire Department Connection	EA	\$1,185		\$0.00		\$0.00
10" Check Valve	EA	\$3,311		\$0.00		\$0.00
Fire Hydrant Assembly	EA	\$2,754	9	\$24,786.00	9	\$24,786.00
Water Service With Meter - Under 1"	EA	\$503.00		\$0.00		\$0.00
Water Service With Meter - 1"	EA	\$556.50		\$0.00		\$0.00
Water Service With Meter - 1 1/2"	EA	\$662.25	1	\$662.25	1	\$662.25
Water Service With Meter - 2"	EA	\$827.00		\$0.00		\$0.00
			Subtotal J	\$284,001.30	Subtotal J	\$284,001.30

Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION ACCEPTING
ROADS CONSTRUCTED BY NICHOLS DRIVE
INDUSTRIAL PARK INTO THE COUNTY
MAINTAINED MILEAGE SYSTEM

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the
County of Placer at a regular meeting held DECEMBER 6, 2011 by
the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of said Board

WHEREAS, the following roads have been constructed to full County standards through
the land development process, and

WHEREAS, the County has agreed to accept these roads into the Maintained Mileage
System for the purpose of providing routine maintenance on said roads.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of
Placer, State of California, pursuant to the Streets and Highways Code Section 941, hereby
accepts these roads as shown below into the County Maintained Mileage System.

<u>Road Name</u>	<u>Road Number</u>	<u>Mileage</u>	<u>Location</u>
Prosperity Drive	C3006	.27	North of Nichols Drive
Progress Drive	C3007	.21	North of Nichols Drive
Integrity Court	C3008	.03	East of Progress Drive