

**AGREEMENT BETWEEN
CONTRA COSTA COUNTY AND DAVIDON HOMES FOR
INTERSECTION IMPROVEMENTS AT
MT. DIABLO SCENIC BOULEVARD AND DIABLO-BLACKHAWK ROAD**

This Agreement (“Agreement”) is entered into as of _____, 2025 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and Davidon Homes, a California limited partnership (“Davidon”). The County and Davidon are sometimes referred to herein together as the “Parties,” and each individually as a “Party.”

RECITALS

- A. Davidon is developing its “Magee Preserve Project” (“Project”) in the Town of Danville. The Project includes 69 single-family residences and seven accessory dwelling units on 29 acres, the creation of 381 acres of open space, and associated improvements, including off-site improvements to mitigate the impacts of new development. Those off-site improvements include signaling the intersection of Mt. Diablo Scenic Boulevard and Diablo-Blackhawk Road (the “Intersection”), a County road intersection within unincorporated Contra Costa County. The Town of Danville, the California Environmental Quality Act (“CEQA”) lead agency, certified a CEQA final environmental impact report for the Project, and, on July 19, 2019, filed a CEQA notice of determination with the State Clearinghouse (State Clearinghouse No. 2010112042).
- B. As part of the Project, Davidon will design and install a traffic signal and complete other Intersection improvements (the “Improvement Work”), as more particularly shown in Exhibit A and described in Exhibit B (the “Improvement Work”) attached hereto and incorporated herein. Some of the Improvement Work are necessary in order to ensure vehicle and pedestrian safety and proper traffic movement through the Intersection following signalization based on Caltrans and County standards. Those improvements are listed in Exhibit B “Magee Preserve Offsite Improvement Cost Estimate – for Contra Costa County” will be paid for by the County, pursuant to Streets and Highways Code section 943 and other applicable laws.
- C. The purpose of this Agreement is to identify the cost of the Improvement Work requested by the County, as set forth in Exhibit B, and reimburse Davidon upon completion of all Improvement Work, all on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows.

- 1. **Term.** The term of this Agreement commences on the Effective Date, and it expires upon the County’s payment to Davidon under Section 7 of this Agreement. This

Agreement may be terminated at any time in a writing executed by both Parties. Notwithstanding the foregoing, in the event that a Notice to Proceed (defined below) is not given to Davidon by June 1, 2026 (the “Outside Date”), then this Agreement shall terminate, Davidon shall not have an obligation to complete the Improvement Work, and the County shall reimburse Davidon all of its costs reasonably incurred by Davidon prior to the Outside Date in connection with the Improvement Work within forty-five (45) days of the County’s receipt of Davidon’s invoice for the same. The total amount of costs (including a 10% administration mark up of actual costs) to be reimbursed by the County to Davidon shall not exceed \$672,076.

2. **Project Design.** As part of the Improvement Work, following the mutual execution and delivery of this Agreement, and prior to the issuance of the Notice to Proceed, Davidon shall cause to be prepared all design drawings, plans and specifications, right-of-way maps, plats, and legal descriptions, and as-built drawings for the Improvement Work (collectively, the “Design Documents”). The design of the Improvement Work must comply with all applicable Caltrans and County design requirements, as determined by the County’s Public Works Director, or designee (“Director”). Prior to constructing the Improvement Work, Davidon shall provide the Director copies of all Design Documents for review. Davidon shall make any changes to the Design Documents reasonably requested by the Director. Davidon shall not proceed to construct any Improvement Work unless and until the Director has approved the Design Documents in writing and has given Davidon notice to proceed (“Notice to Proceed”). Davidon shall not make any material deviations from the approved Design Documents unless those changes are approved in writing by the Director.
3. **Right-of-Way Acquisition.** The County will be responsible for acquiring all right of way necessary to complete the Improvement Work. The Director’s Notice to Proceed constitutes written notice to Davidon that the County possesses sufficient property rights to allow for the construction of the Improvement Work. Davidon shall not proceed to construct any Improvement Work unless and until the Director has provided Davidon the Notice to Proceed.
4. **Project Construction.** After the Director has provided Davidon the Notice to Proceed, Davidon shall be responsible for constructing, or contracting for the construction of, all Improvement Work within one (1) year of the later of (a) the issuance of the Notice to Proceed, or (b) the date that Davidon or its contractor shall have obtained an encroachment permit from the County. The County will issue the encroachment permit upon Davidon’s application for the same and payment of appropriate fees.
5. **Non-Responsibility of County.** The Improvement Work covered by this Agreement is the sole responsibility of Davidon, except for the normal inspection provided by the County. The County assumes no responsibility whatsoever for construction procedures and methods utilized by Davidon or its contractors in constructing the Improvement Work; however, Davidon shall comply with the Design Documents and all applicable codes, including paying prevailing wages on the construction of the Improvement Work to the extent required by law.

6. **Project Inspection and Acceptance.** The County will be responsible for inspection during construction. Within 10 days following completion of construction of the Improvement Work, Davidon shall schedule an inspection and walk-through with the Director. Davidon shall complete any required punch-list items with 30 days following receipt of a punch-list from the County detailing those items from the inspection that need completion, and shall verify completion in writing to the Director. Davidon shall provide the Director one set of as-built drawings for the Improvement Work. After County staff determine the Improvement Work have been completed to the Director's satisfaction, the County will promptly cause a notice of completion to be recommended to the Board of Supervisors for approval, and, if approved recorded in the Official Records of the Contra Costa County Clerk-Recorder. The Board of Supervisors shall not unreasonably withhold approval.
7. **Payment.** Within 45 days following the date the notice of completion is recorded under Section 6, as may be extended for any period in which stop payment notices are timely received, the County will pay Davidon \$672,076.55 ("Payment Limit") for the cost to complete the Improvement Work based on the cost estimate included in Exhibit B. The Payment Limit shall be increased or decreased to reflect Davidon's actual cost to complete the Improvement Work plus a 10% administration markup. Such increases or decreases shall be documented by change order through an administrative amendment to this Agreement executed by the Director, provided that the new Payment Limit (a) does not exceed one hundred twenty five percent (125%) of the Payment Limit specified in this Section, and (b) does not exceed Davidon's actual cost to construct the Improvement Work plus a 10% administration markup (collectively, the "Payment Cap"). Any other increases must be approved by the County's Board of Supervisors, Notwithstanding the foregoing, the Payment Cap shall not apply to the extent of increases resulting from any delays by the County, or cost escalations identified in Exhibit B.
8. **Warranty.** Davidon shall warrant the Improvement Work for a period of one year following the date the notice of completion is recorded under Section 6 (the "Warranty Period"). If the Director provides notice to Davidon during the Warranty Period that any Improvement Work are defective, not operating as intended, or subject to recall, Davidon shall promptly cause those Improvement Work to be repaired or replaced, whichever is reasonably requested by the Director. The requirements of this Section shall survive and remain enforceable following the expiration or termination of this Agreement and through the Warranty Period.
9. **Bonds.** Before beginning any construction of any Improvement Work, Davidon shall provide the County's Public Works Director payment and performance bonds in the amount of the cost of all Improvement Work, as specified in Exhibit B, using the County's standard payment and performance bond forms attached as Exhibit C. The bonds must be issued by a surety in good standing and authorized to issue such bonds in the State of California, and the bonds shall name Contra Costa County as obligee.

10. **Prevailing Wages.** Davidon shall ensure that applicable prevailing wages are paid to all persons who perform work in connection with the Improvement Work, in accordance with California law. The County will register the project with the Department of Industrial Relations (DIR) and obtain a project number for certified payroll reporting. In addition to Davidon's other defense and indemnity obligations included in this Agreement, Davidon shall indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives (collectively, "County Indemnitees") from and against any claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, damages, penalties, expenses, and costs of any kind, whether actual, alleged, or threatened, including attorney's fees and costs, court costs, interest, defense costs, expert witness fees, and attorney's fee awards (collectively, "Liabilities") that arise from or are connected with the failure of Davidon or any of its officers, employees, contractors, subcontractors, or agents to comply with California wage and hour laws, including but not limited to the obligation to pay prevailing wages in accordance with the California Labor Code, and any Liabilities that arise from or are connected with any reporting or recordkeeping requirements under state or federal laws or regulations. The requirements of this section shall survive and remain enforceable following the expiration or termination of this Agreement.
11. **Audits.** During the term of this Agreement and for four years following its expiration or termination ("Audit Period"), Davidon shall maintain and make available to the County for inspection and copying all records related to Davidon's performance of its obligations under this Agreement. Upon request by the County during the Audit Period, Davidon shall make all such records available to the County's officers, employees, agents, representatives, and auditors, either electronically or at Davidon's principal office designated in Section 14, whichever is requested by the County. Davidon's obligations under this Section shall survive and remain enforceable following the expiration or termination of this Agreement through the Audit Period.
12. **Insurance.** During the term of this Agreement, Davidon shall satisfy the following insurance requirements:
- a. Commercial General Liability Insurance. Davidon shall maintain commercial general liability insurance, including coverage for owned and non-owned automobiles, with a combined single limit coverage of at least \$2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss thereof, arising from each occurrence.
 - b. Workers' Compensation. Davidon shall maintain workers' compensation insurance coverage for its employees, in accordance with state law.
 - c. Additional Insureds. All policies of insurance required under this Section 12 must constitute primary insurance as to the County Indemnitees so that other policies held by them, or their self-insurance, will not be required to contribute to any loss covered under Davidon's insurance policy or policies. The County Indemnitees

must be named as additional insureds under Davidon's commercial general liability policy.

- d. Certificates. Within 30 days following the Effective Date and before constructing any Improvement Work, Davidon shall provide the County certificates of insurance evidencing the insurance requirements under this Section. Within 10 days following policy renewal during the term of this Agreement, Davidon shall provide the County a new certificate evidencing the renewal.
- e. Davidon's Contractors. Davidon shall require each of its contractors and subcontractors to satisfy the same insurance requirements that Davidon is required to satisfy under this Section 12. Davidon shall require any design, engineering, or other professional connected with the work to be performed under this Agreement to maintain professional liability insurance, with a combined single limit coverage of at least \$2,000,000 for all errors and omissions.

13. Indemnification.

- a. Indemnification by Davidon. Davidon shall indemnify, defend, and hold harmless the County Indemnitees from any and all Liabilities that arise from or are connected with, in whole or in part, the negligence or willful misconduct of Davidon or any of its officers, employees, contractors, subcontractors, or agents, including but not limited to any Liabilities that arise from or are connected with (a) the design, construction, or installation of any Improvement Work, or (b) the operation, function, or malfunction of any Improvement Work, or (c) the repair or replacement of any Improvement Work during the Warranty Period. Davidon's obligations under this Section shall survive and remain enforceable following the expiration or termination of this Agreement.
- b. Indemnification by Davidon's Contractors. If Davidon contracts for any services or work in connection with the design, construction, installation, repair, or replacement of any Improvement Work, Davidon shall require each of its contractors to indemnify, defend, and hold harmless the County Indemnitees to the same extent as Davidon under Section 13(a).

14. **Notices**. All notices shall be in writing and shall be served in any of the following manners at the Parties' addresses listed below: (a) by personal delivery; (b) sent by U.S. Mail, with First Class postage prepaid; or (c) by an overnight carrier for next business day delivery to the receiving Party, with all delivery charges prepaid.

County:

Contra Costa County Public Works Department
Attn: Warren Lai, Director
255 Glacier Drive
Martinez, CA 94553
Email: warren.lai@pw.cccounty.us

Davidon:
Davidon Homes
Attn: Steve Abbs
1600 S. Main Street., Ste #150
Walnut Creek, CA 94596
Email: sabbs@davidonhomes.com

Service of a notice pursuant to this Section shall be deemed complete on the day of service if by personal delivery, or on the third day following the postmark date if deposited in the U.S. Mail, or on the next business day following deposit with an overnight carrier for next business day delivery. A Party may change its address for notices by delivering written notice to the other Party in the manner required by this Section at least five days before the change in address becomes effective. Any such changes of address shall be considered administrative amendments to this Agreement. The Parties may send a courtesy copy of any notice by email, but an emailed courtesy copy of a notice does not substitute for service of the notice in accordance with this Section.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by laws of the State of California.
16. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties as to the subject matter referenced herein. If there is any conflict between any term of this Agreement and any term of a County encroachment permit issued under Section 4, the terms of this Agreement shall prevail and govern.
17. **Amendment; Administrative Amendments.** This Agreement may be amended in a writing executed by the Parties. The Director and Davidon may execute one or more administrative amendments to replace or make changes to Exhibits A and B as the specifications and cost of the Improvement Work are refined and better known to the Parties. Any other amendments to this Agreement must be approved by the County' Board of Supervisors before they are effective.
18. **Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that term or portion of this Agreement shall be construed so as to render it enforceable to the extent feasible.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with all other signed counterparts, shall constitute one and the same instrument.
20. **Nondiscrimination.** In the performance of this Agreement, the Parties shall observe and comply with all applicable federal, state, and local laws and regulations, including but not

limited to labor and employment laws and regulations and all laws and regulations prohibiting discrimination on the basis of any protected classification.

21. **No Third-Party Beneficiaries.** This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or third parties. No person or entity other than the Parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

[Remainder of page left blank. Signatures on next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

CONTRA COSTA COUNTY

By: _____
Warren Lai
Public Works Director

DAVIDON HOMES, a California limited partnership

By: Davidon Corporation, a California corporation, its general partner

By:  _____
Steven Abbs
Vice President

Exhibits

Exhibit A	Intersection Improvements
Exhibit B	Magee Preserve Offsite Improvement Cost Estimate – for Contra Costa County
Exhibit C	Bond forms

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

CONTRA COSTA COUNTY

By: _____
Warren Lai
Public Works Director

DAVIDON HOMES, a California limited partnership

By: Davidon Corporation, a California corporation, its general partner

By: _____
Steven Abbs
Vice President

Exhibits

Exhibit A	Intersection Improvements
Exhibit B	Magee Preserve Offsite Improvement Cost Estimate – for Contra Costa County
Exhibit C	Bond forms

OWNER:
CONTRA COSTA COUNTY
255 GLACIER DRIVE
MARTINEZ, CA 94553

CONTACT: STEVE ABBES
CIVIL ENGINEER;
DK ENGINEERING
1931 SAN MIGUEL DRIVE, SUITE 100
WALNUT CREEK, CA 94596
(925) 932-6868

SITE INFORMATION

BENCHMARK:
VERTICAL DATUM NAVD88 GEOD18 DERIVED FROM OPUS

PROJECT FLOOD_ZONE:
ZONE X

UTILITY PROVIDER	
WATER	EAST BAY MUNICIPAL UTILITY DISTRICT
SEWER	CONTRA COSTA COUNTY SANITARY DISTRICT
STORM	CONTRA COSTA COUNTY FLOOD CONTROL



811
Now it's Easy!
Call before you dig

FINAL APPROVED SET - FOR BIDS

DATE:	05/06/2025
SCALE:	1"=40'
HORIZ.:	N/A
VERT.:	
DESIGNED BY:	CK
REVIEWED BY:	SDG
C1.0	
PAGE	1 OF 11

NO.	DATE	DESCRIPTION	dk	AGENCY



CONTRA COSTA COUNTY
DIABLO ROAD/MT. DIABLO SCENIC BLVD
INTERSECTION IMPROVEMENTS
COVER SHEET
IMPROVEMENT PLANS



GENERAL GRADING NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH THE CENTRAL COSTA COUNTY MUNICIPAL CODE, THE CENTRAL COSTA COUNTY BUILDING INSPECTION DEPARTMENT, AND CENTRAL SANI STANDARD DRAININGS.
2. ALL WORK SHALL BE IN CONFORMANCE WITH RECOMMENDATIONS SPECIFIED BY THE PROJECT GEOLOGICAL ENGINEER.
3. SPECIAL NOTES AND DETAIL DRAWINGS HEREON AND IN THE SOils REPORT HAVE PRECEDENCE OVER ANY OTHER INFORMATION OR SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF TWO FEET CLEARANCE FROM EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF FOUR FEET CLEARANCE FROM THE APPROVED PLANS DURING CONSTRUCTION. WILL REQUIRE 48 HOURS PRIOR TO THE START OF CONSTRUCTION FOR THE PROJECT GEOLOGICAL ENGINEER TO REVIEW THE PLANS WITH THE GEOLOGICAL ENGINEER OR THEIR REPRESENTATIVE. AT LEAST ONE SET OF PLANS SHALL BE ON SITE AT ALL TIMES FOR INSPECTION.
4. THE GRADING, SITE PREPARATION, PAVING AND COMPACTION OF FILL TO BE DONE IN ACCORDANCE WITH CENTRAL COSTA COUNTY GRADING REQUIREMENTS, AND SUBCOMMITTEE B OF THE CENTRAL COSTA COUNTY PUBLIC WORKS DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GEOLOGICAL ENGINEER OR THEIR REPRESENTATIVE'S SIGNATURE TO COMPLETION OF WORK. THE GEOLOGICAL ENGINEER SHALL SIGN A FINAL GRADING AND IMPROVEMENT REPORT STATING THAT THE GRADING HAS BEEN DONE TO THE REQUIRED STANDARDS.
5. ALL FIELD MEASUREMENTS SHALL BE MADE BY THE PROJECT GEOLOGICAL ENGINEER OR CONDUCTED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE GEOLOGICAL ENGINEER.
6. MATERIAL THAT IS GROWING SUBJECT TO REGULAR OFFSHORE CORRECTIONS AVAILABLE IN THE GEOLOGICAL ENGINEER OR THEIR REPRESENTATIVE SHALL NOT BE PERMITTED IN COMPACTED FILLS AND SHALL BE REMOVED AND REPLACED WITH FILL ADJUDGED SUITABLE BY THE GEOLOGICAL ENGINEER.
7. ALL CUT AND FILL SLOPES SHALL BE ROUNDED AT THE TOPS AND TOSSES OF SLOPES TO MEET THE REQUIREMENTS OF THE CENTRAL COSTA COUNTY PUBLIC WORKS DEPARTMENT FOR A NATURAL APPEARANCE.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM AN INDEPENDENT QUANTITY TAKE-OFF FOR BIDDING PURPOSES AND TO OBTAIN THE ENGINEER'S ESTIMATE OF GRADING QUANTITIES.
9. HAULING OF ANY EARTH, SAND AND GRAVEL, EITHER BY ANY OTHER STRAIGHT EXCAVATED FROM THE SITE, RESPECTED OF ANY PUBLIC STREET, ALLEY OR ANY OTHER PUBLIC PLACE WITHOUT PRIOR APPROVAL OF THE COUNTY AND THE APPROVAL OF ACCEPTABLE MAIL ROUTE.
10. THE CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND COUNTY LANDS AND ORDINANCES, INCLUDING BUT NOT LIMITED TO, THE CENTRAL COSTA COUNTY PUBLIC WORKS DEPARTMENT, ALL CURRENT ORDINANCES RELATING TO THE SAFETY AND CHARACTER OF A ROAD, CEMETARY, AND LABOR PERSONNEL.
11. A PRECONSTRUCTION MEETING AT THE SITE IS REQUIRED 48 HOURS PRIOR TO THE START OF CONSTRUCTION WITH FOLLOWING PEOPLE PRESENT: OWNER, CONTRACTOR, ENGINEER, SOLS CONSULTANT, AND THE COUNTY ENGINEER. THE MEETING SHALL BE HELD AT THE PROJECT LOCATION. THE COUNTY ENGINEER WILL PARTICIPATE IN THE COUNTY ENGINEER, GEOLOGICAL ENGINEER OR OTHER REQUIRED INDIVIDUALS OR PUBLIC AGENTS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND CHARACTER OF A ROAD, CEMETARY, AND LABOR PERSONNEL.
13. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PREPARE THE GROUND SURFACE TO BE EXPOSED TO THE SATISFACTION OF THE GEOLOGICAL ENGINEER AND TO PLACE SPREAD, MUD, WATER, AND OTHER MATERIALS AS DIRECTED BY THE GEOLOGICAL ENGINEER OR THEIR REPRESENTATIVE. THE CONTRACTOR SHALL ALSO REMOVE AND DISPOSE OF ALL MATERIAL CONSIDERED UNSATISFACTORY BY THE GEOLOGICAL ENGINEER.
14. THE GRADING CONTRACTOR AND APPLICANT FOR THE GRADING PERMITS SHALL BE RESPONSIBLE FOR PREVENTING SLOPES OF SOILS ROCK OR OTHER DEBRIS OR ON COUNTY STREETS, IF ANY SHALL BE EXPOSED TO THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE SPILL AND REPAIR TO THE SATISFACTION OF THE COUNTY PUBLIC WORKS DIRECTOR OF ANY DAMAGE THAT MAY HAVE BEEN DONE TO THE STREET.
15. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL NECESSARY UTILITY LOCATIONS AND DEPT. RECORDS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REMAIN RESPONSIBLE WITH THE APPROPRIATE UTILITY AGENCIES AND TO OBTAIN REQUIRED PERMITS.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE (FOR ANY REASON) NECESSARY ALL EXISTING UTILITIES AND IMPROVEMENTS UNLESS OTHERWISE SPECIFIED ON THESE PLANS OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE EXISTING UTILITIES AND IMPROVEMENTS WHICH ARE DAMAGED OR DESTROYED BY HIS PERFORMANCE OF THE WORK SHOWN HEREON. SUCH REPAIRS SHALL BE PERFORMED AS DIRECTED BY THE COUNTY ENGINEER.
17. DURING GRADING OPERATIONS IN VERY WEATHER, THE CONTRACTOR SHALL KEEP DOWN DRIVING TRUCKS AND EQUIPMENT TO THE MINIMUM POSSIBLE SPEED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CAUSING BY LOSS FROM MISER OR ANY ACTIVITIES OF HIS SUBORDINATES' ACTIVITIES IN ORDER TO REDUCE AIRBORNE DUST. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUSTS RESULTING FROM DIRT MISUSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES, FINES OR LOSSES RESULTING FROM DIRT MISUSE.
18. SANITARY FACILITIES SHALL BE MAINTAINED - ON THE SITE THROUGHOUT THE PERIOD OF CONSTRUCTION.
19. THE CONTRACTOR SHALL MAINTAIN EXISTING ROADS AND LINES FOR PRIVATE PROPERTY ADJACENT TO THE CONSTRUCTION AREA THROUGHOUT THE PERIOD OF CONSTRUCTION.
20. STREETS IN THE VICINITY OF THE SITE SHALL BE MECHANICALLY AND/OR MANUALLY KEPT CLEAN OF SOIL ON A FREQUENT BASIS TO REDUCE THE ACCUMULATION OF DIRT DURING GRADING.
21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE VARIOUS ORDINANCES AND TO EMPLOY BEST MANAGEMENT PRACTICES FOR SUCH AS OUTLINED ON THE PLANES AND IN THE MPDES PERMIT. THE CONTRACTOR SHALL MAINTAIN HIGH QUALITY CONTROL BANDS FOR THIS PROJECT.
22. FIELD DESIGN TESTS SHALL BE MADE BY THE GEOLOGICAL ENGINEER OR THEIR REPRESENTATIVE. THE RESULTS SHALL BE RECORDED IN THE SOILS REPORT.
23. ANY PROPOSED CONSTRUCTION OPERATIONS THAT WILL TAKE PLACE AT OR NEAR FENCE LINES SHALL BE APPROVED BY THE PROJECT GEOLOGICAL ENGINEER OR THEIR REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE FENCE LINES DURING THE CONSTRUCTION OPERATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CITY ENGINEER OF ANY DAMAGE TO THE FENCE LINES DURING THE CONSTRUCTION OPERATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPENSATION OF THE CITY ENGINEER FOR ANY DAMAGE TO THE FENCE LINES.
24. THE CONTRACTOR IS ADVISED TO NOTIFY THE PROJECT GEOLOGICAL ENGINEER OF ANY DAMAGE TO THE EXISTING CITY OR COUNTY ROAD RIGHTS OF WAY, APPLICATIONS FOR ENFORCEMENT PERMITS, SUBMITTED MORE THAN 10 DAYS PAST THE PUBLIC WORKS "REQUIRED" DATE. STAMP: MAY REQUIRE ADDITIONAL TIME TO PROCESS. (FOR FURTHER PERMIT INFORMATION, CONTACT THE CITY ENGINEER).

GENERAL GRADING NOTES (CONTINUED)

- [illegible]

EXHIBIT A

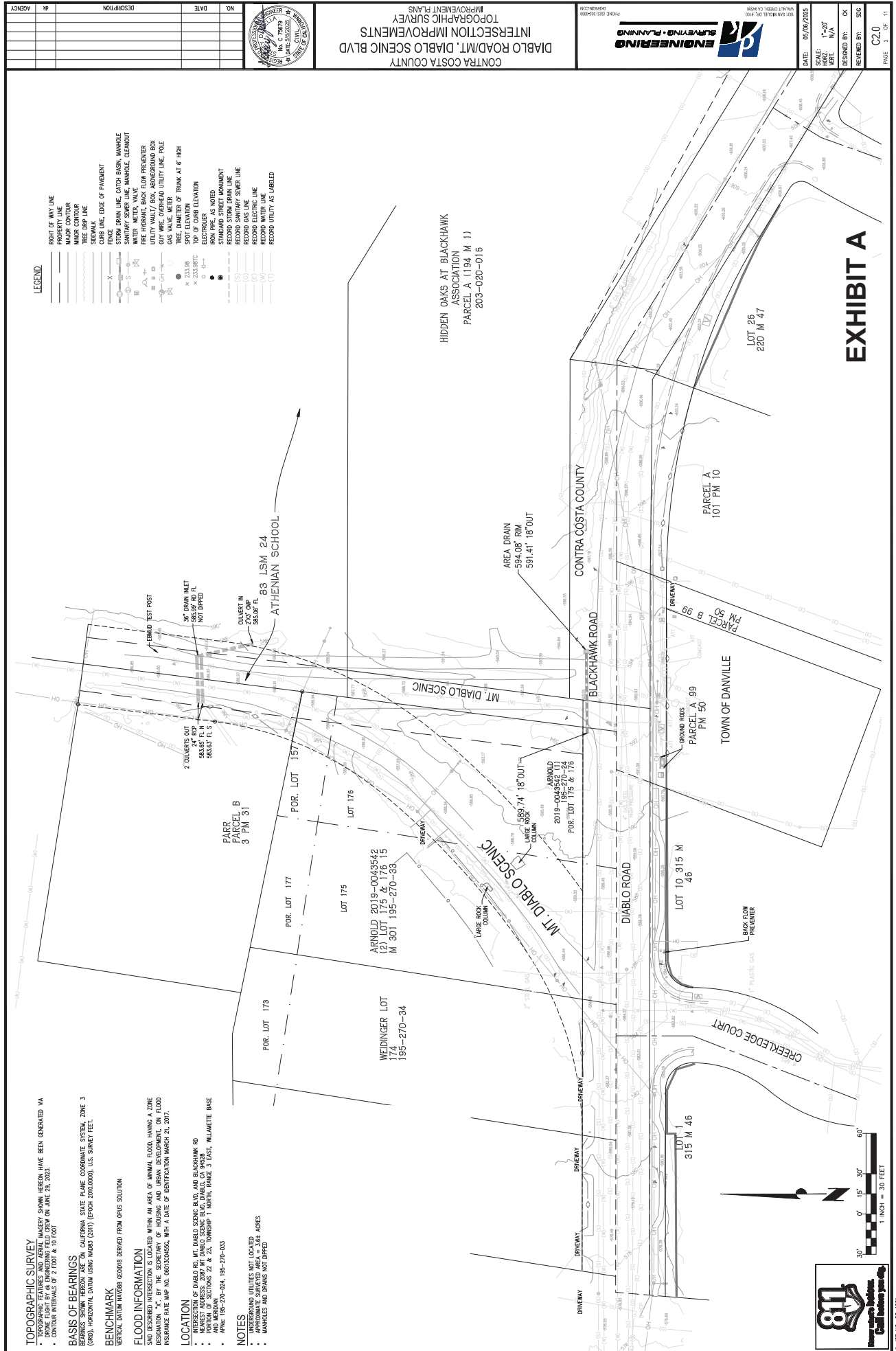


DATE:	05/06/2025
SCALE:	
HORZ.	1"=20'
VERT.	N/A
DESIGNED BY:	CK
REVIEWED BY:	SDG
C1.1	
PAGE	2 OF 11

ENGINEERING SURVEYING • PLANNING
JAN NICHOLS DR., #100
LUTZ CREEK, CA 94586
PHONE: (925) 933-9999 FAX: (925) 933-9977

CONTRA COSTA COUNTY
DIABLO ROAD/MT. DIABLO SCENIC BLVD
INTERSECTION IMPROVEMENTS
GENERAL NOTES
IMPROVEMENT PLANS





NO.	DATE	DESCRIPTION	BY	AGENCY



CONTRA COSTA COUNTY
DIABLO ROAD/MT. DIABLO SCENIC BLVD
INTERSECTION IMPROVEMENTS
DEMOLITION PLANS
IMPROVEMENT PLANS

ENGINEERING
PLANNING

PROJECT NO. 2023-03-1021-25
PROJECT NAME: Diablo Road/MT. Diablo Scenic Blvd Intersection Improvements
DATE: 05/06/2025
SCALE: 1"=20'
SHEET NO. 11 OF 11
DESIGNED BY: CA
CHECKED BY: SDC
C4.0
PAGE 5 OF 11

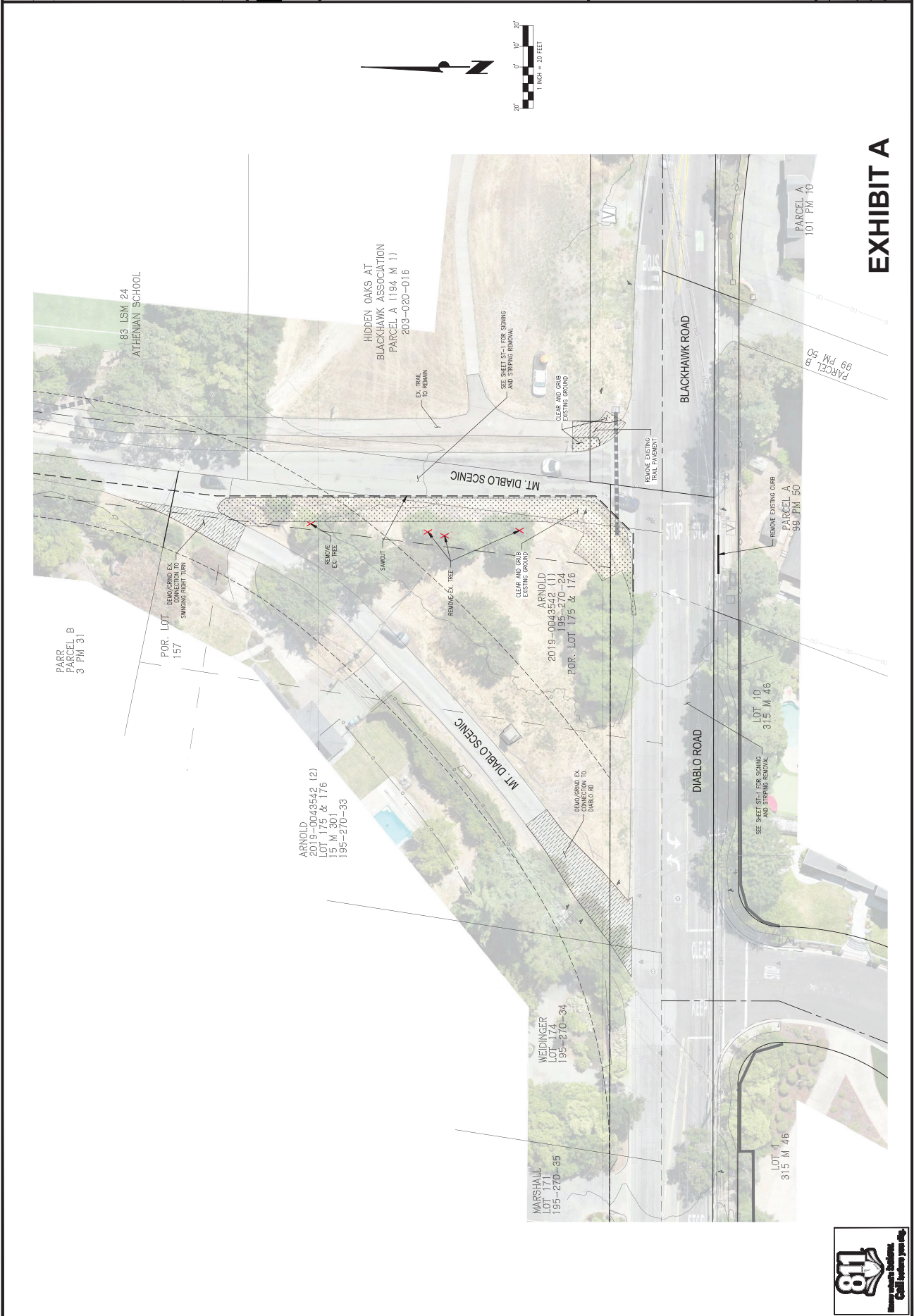
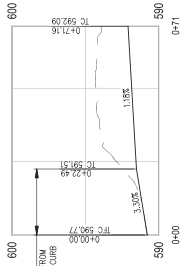


EXHIBIT A

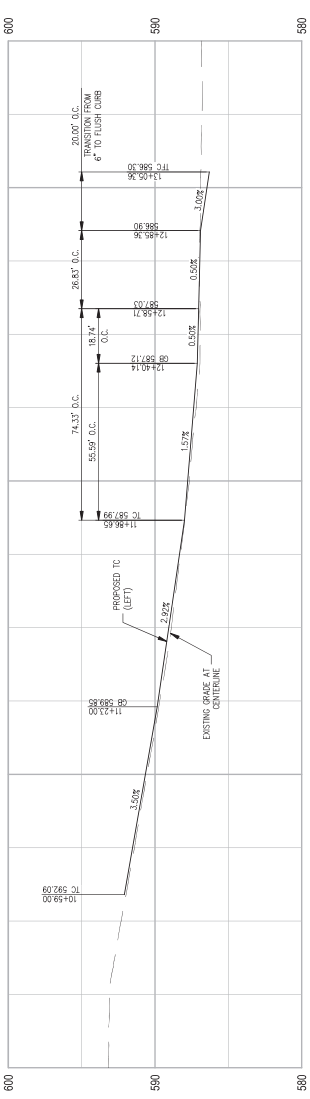
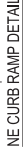
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	DESC
C1	71.16	45.00	90°59'52"	TC
C2	47.12	30.00	90°00'00"	TC
C3	27.93	225.00	7°06'43"	CL
C4	74.33	250.00	17°02'09"	TC
C5	26.83	200.00	7°41'08"	TC

NOTE:
 ALL CURVE RADIUS MEASURES - ALL WITH
 PER CEN. STN. DATA AS DIRECTED BY
 COUNTY INSPECTOR
 ESTIMATED 750 SF TOTAL AREA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	DESC
C1	71.16	45.00	90°35'52"	TC
C2	47.12	30.00	90°00'00"	TC
C3	27.93	225.00	7°06'43"	CL
C4	74.33	250.00	17°02'07"	TC
C5	26.83	200.00	7°41'08"	TC



HORIZ: 1"=20'
VERT: 1"=4'



HORIZ: 1"=20'





EXHIBIT A



Professional Engineer Seal for David D. Della, State of Ohio, Civil Engineering, No. C 75679, Date: 5/8/2025.

WOO*MIN*NO
6644-206 (526) : BRON*



**ENGINEERING
SURVEYING • PLANNING**

06696
0018 "M"

1. TYPHOID EROSION CONTROL DEVICES SHOWN ON PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED WHEN THE INSPECTOR SO DIRECTS AS TO WORK PROGRESS.
2. EXCEPT AS OTHERWISE DIRECTED BY THE INSPECTOR, ALL DEVICES SHOWN ON THE EROSION CONTROL PLAN SHALL BE IN PLACE THROUGHOUT THE DAY. ALL EROSION CONTROL FACILITIES MUST BE INSPECTED AND REPAIRED AT THE END OF EACH WORKING DAY DURING THE RAINY SEASON AND MAINTAINED AT ALL TIMES.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) MANUAL OF STANDARDS FOR EROSION AND SEDIMENT CONTROL MEASURES UNLESS OTHERWISE STATED BY THESE GENERAL NOTES. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL ALSO CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA STORMWATER QUALITY ACT. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED USING STANDARD HANDBOOK CONTROL MEASURES SUBJECT TO THE INSPECTION AND APPROVAL OF THE COUNTY ENGINEER.

- [illegible]

SINCE IT IS NEVER KNOWN AT WHAT POINT IN THE CONSTRUCTION PROJECT THE RAINS WILL COME, THIS EROSION CONTROL PLAN IS A SNAPSHOT IN TIME, DEPICTING WHAT MEASURES SHOULD BE IMPLEMENTED ASSUMING THAT THE RAINS WILL ARRIVE WHEN THE PROJECT IS AT THE FOLLOWING DESCRIBED LEVEL OF COMPLETENESS.

- MASS GRADING IS COMPLETE;
- THE HARDSCAPE SUBGRADE IS GRADED PROPERLY, BUT REMAINS EXPOSED WITHOUT ANY GRAVEL OR CONCRETE;

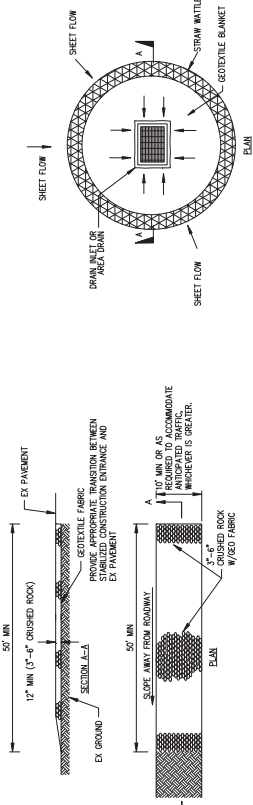
THE CONDITION DESCRIBED ABOVE IS THE MOST CRITICAL IN THE PROJECT FROM THE STANDPOINT OF EROSION AND SEDIMENT CONTROL BECAUSE IT SETS THE MAXIMUM AMOUNT OF EXPOSED SOIL WHILE THE STORM RAIN PROPS CAN CONVEY SEDIMENTS VERY RAPIDLY TO THE OUTFALL OR TO THE MUNICIPAL STORM DRAIN SYSTEM. THE EROSION CONTROL PLAN ASSUMES THIS WORST CASE CONDITION, BUT SINCE IT IS VERY UNLIKELY THAT THE RAIN WILL ARRIVE PRECISELY AT THE ABOVE-DESCRIBED MOMENT, THE CONTRACTOR MUST BE PREPARED TO PROTECT THE PROJECT SITE UNDER ANY OTHER CONDITIONS. THE CONTRACTOR MUST PLACE THE EROSION AND SEDIMENTATION CONTROLS AS AND WHERE NECESSARY FOR CONDITIONS OTHER THAN THAT DESCRIBED ABOVE, AND MOVE THEM AS NECESSARY AS CONSTRUCTION PROGRESSES.

40-1 - DURING CONSTRUCTION ACTIVITIES, THE PROJECT APPLICANT AND/OR ITS CONTRACTOR SHALL ENSURE THAT THE FOLLOWING BASIC CONSTRUCTION MITIGATION MEASURES ARE IMPLEMENTED:

1. ALL EXPOSED SURFACES (E.G. PARKING AREAS, STAGING AREAS, SOIL PILES, GRADED AREAS, AND UNPAVED ACCESS ROADS) SHALL BE WATERED TWO TIMES PER DAY.
2. ALL HAIL TRUCKS TRANSPORTING SOIL, SAND OR OTHER LOOSE MATERIAL OFF-SITE SHALL BE COVERED.
3. ALL TRUCKS AND OTHER EQUIPMENT SHALL BE COVERED WITH TARP OR PLASTIC TO PREVENT DUST FROM BEING BLOWN UP BY THE WIND. DUST SUPPRESSION SHALL BE REQUIRED USING NET POWER WASHING EQUIPMENT. DUST SUPPRESSION SHALL BE REQUIRED USING NET POWER WASHING EQUIPMENT. DUST SUPPRESSION SHALL BE REQUIRED USING NET POWER WASHING EQUIPMENT. DUST SUPPRESSION SHALL BE REQUIRED USING NET POWER WASHING EQUIPMENT.

- [illegible]

NOT TO SCALE








SPACING REQUIREMENTS	
SLOPE PERCENTAGE	SHEET FLOW LENGTH NOT TO EXCEED
0-25%	20 FEET
25-50%	15 FEET
OVER 50%	10 FEET

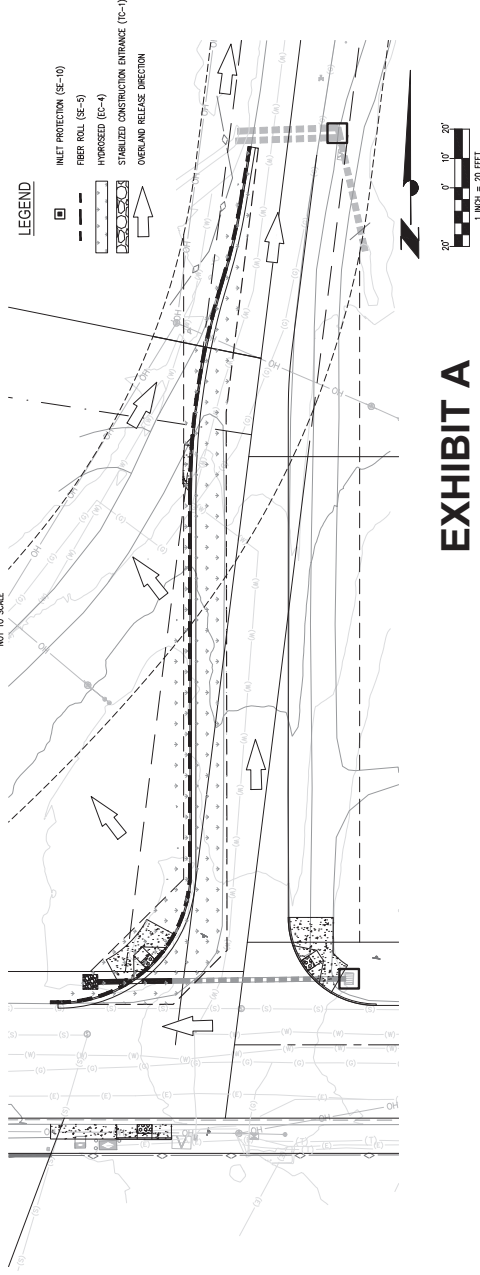
NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

- | | |
|---|--|
|  | INLET PROTECTION (SE-10) |
|  | FIBER ROLL (SE-5) |
|  | HYDROSEED (EC-4) |
|  | STABILIZED CONSTRUCTION EROSION CONTROL (SE-1) |
|  | OVERLAND RELEASE DIRECTION |



Job No: 23-1021

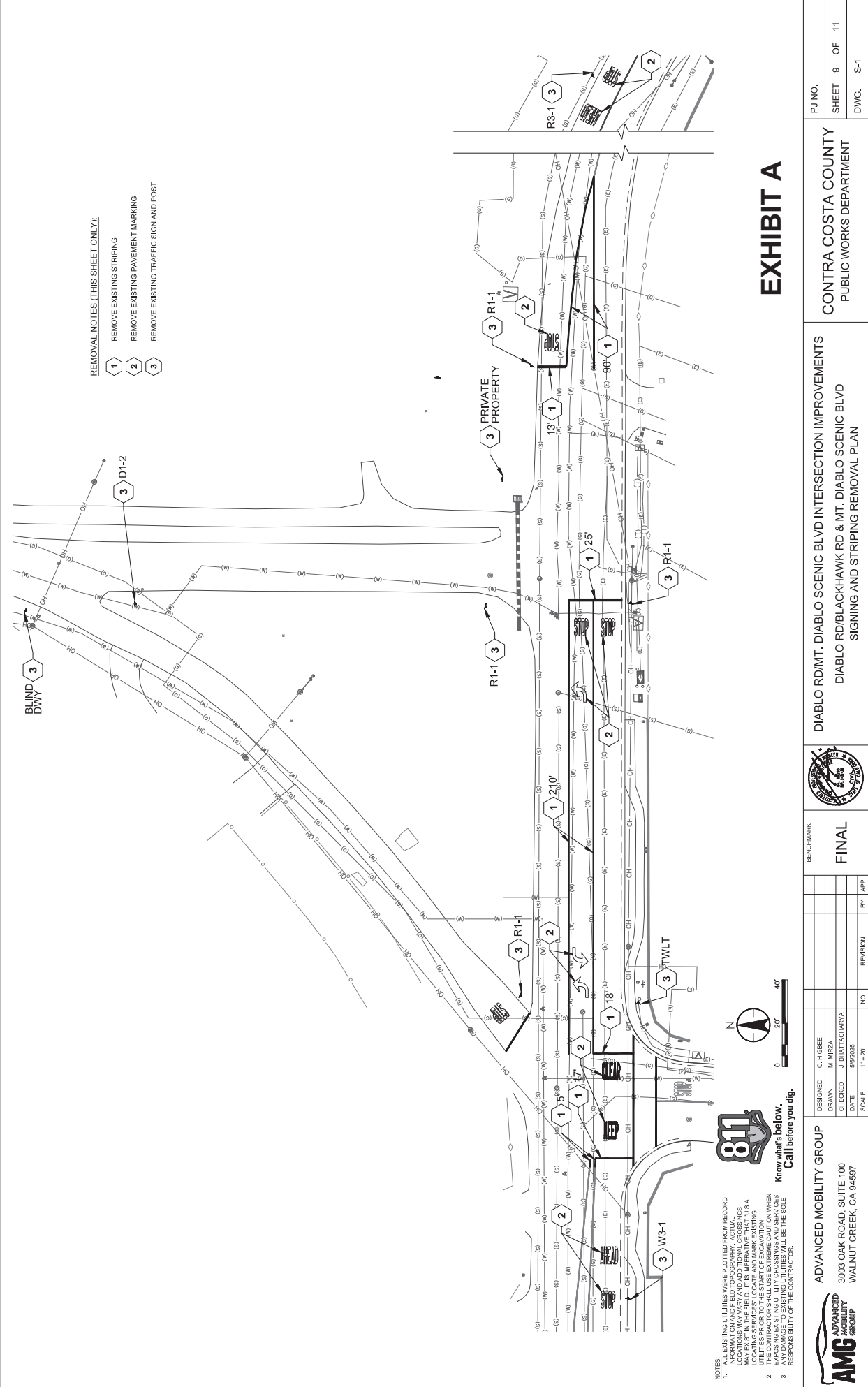


EXHIBIT A

STRIPING NOTES (THIS SHEET ONLY):

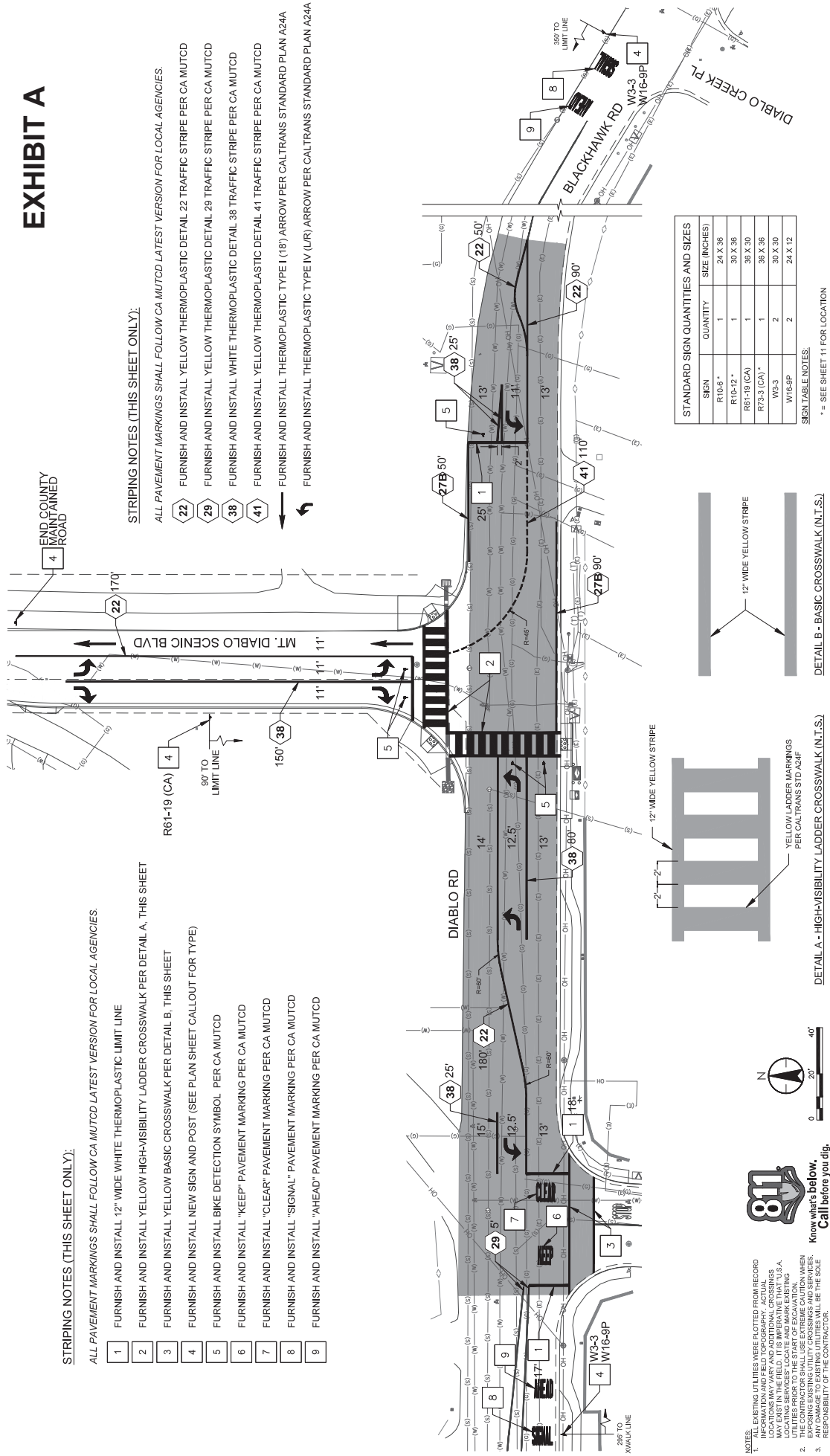
ALL PAVEMENT MARKINGS SHALL FOLLOW CA MUTCD LATEST VERSION FOR LOCAL AGENCIES.

- 1 FURNISH AND INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE
- 2 FURNISH AND INSTALL YELLOW HIGH-VISIBILITY LADDER CROSSWALK PER DETAIL A. THIS SHEET
- 3 FURNISH AND INSTALL YELLOW BASIC CROSSWALK PER DETAIL B. THIS SHEET
- 4 FURNISH AND INSTALL NEW SIGN AND POST (SEE PLAN SHEET CALLOUT FOR TYPE)
- 5 FURNISH AND INSTALL BIKE DETECTION SYMBOL PER CA MUTCD
- 6 FURNISH AND INSTALL "KEEP" PAVEMENT MARKING PER CA MUTCD
- 7 FURNISH AND INSTALL "CLEAR" PAVEMENT MARKING PER CA MUTCD
- 8 FURNISH AND INSTALL "SIGNAL" PAVEMENT MARKING PER CA MUTCD
- 9 FURNISH AND INSTALL "AHEAD" PAVEMENT MARKING PER CA MUTCD

STRIPING NOTES (THIS SHEET ONLY):

ALL PAVEMENT MARKINGS SHALL FOLLOW CA MUTCD LATEST VERSION FOR LOCAL AGENCIES.

- 22 FURNISH AND INSTALL YELLOW THERMOPLASTIC DETAIL 22 TRAFFIC STRIPE PER CA MUTCD
- 29 FURNISH AND INSTALL YELLOW THERMOPLASTIC DETAIL 29 TRAFFIC STRIPE PER CA MUTCD
- 38 FURNISH AND INSTALL WHITE THERMOPLASTIC DETAIL 38 TRAFFIC STRIPE PER CA MUTCD
- 41 FURNISH AND INSTALL YELLOW THERMOPLASTIC DETAIL 41 TRAFFIC STRIPE PER CA MUTCD
- 180 FURNISH AND INSTALL THERMOPLASTIC TYPE IV (UR) ARROW PER CALTRANS STANDARD PLAN A24A
- 27B FURNISH AND INSTALL THERMOPLASTIC TYPE IV (UR) ARROW PER CALTRANS STANDARD PLAN A24A



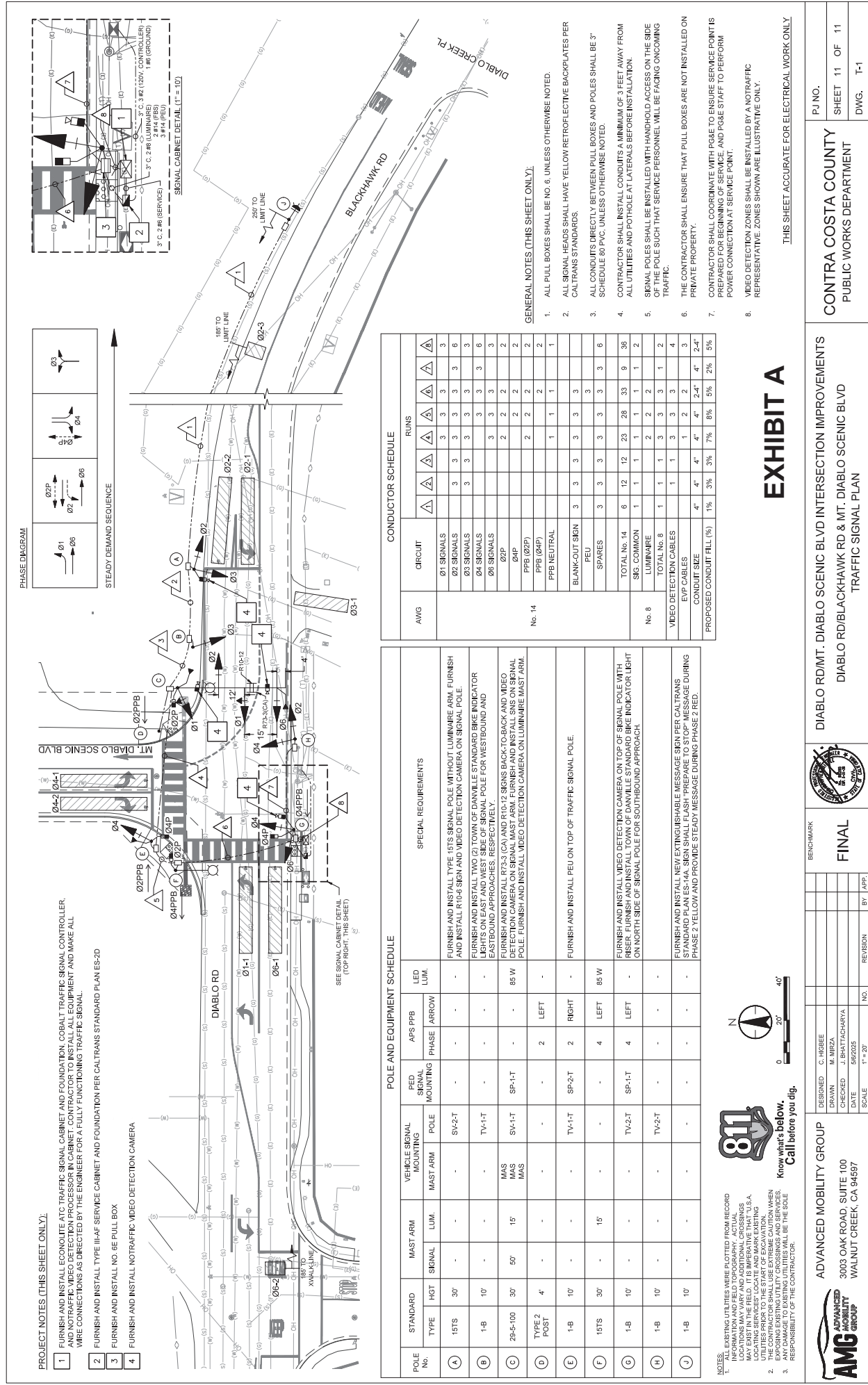


EXHIBIT B

Job Number: 23-1021-25

October 1 2025

MAGEE PRESERVE OFFSITE IMPROVEMENT COST ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
I. CONTRA COSTA COUNTY IMPROVEMENTS				
A. SITE PREP				
1. Mobilization	1	LS	\$ 40,700.00	\$ 40,700.00
2. Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00
3. Remove Traffic Stripes, Pavement Markers & Pavement Markings	1	LS	\$ 1,430.00	\$ 1,430.00
4. Tree Removal	8	EA	\$ 1,100.00	\$ 8,800.00
5. Erosion Control	1	LS	\$ 5,500.00	\$ 5,500.00
6. Remove Existing Pavement	1,260	SF	\$ 14.00	\$ 17,640.00
7. Remove Curb & Gutter	19	LF	\$ 155.00	\$ 2,945.00
8. Remove Existing Trail Pavement	192	LF	\$ 15.50	\$ 2,976.00
9. Demo / Grind Exc Connection to Swing Right Turn	444	LF	\$ 10.00	\$ 4,440.00
Subtotal Site Prep				\$ 86,931.00
B. GRADING				
1. Mass Grading (Cut)	365	CY	\$ 54.00	\$ 19,710.00
2. Export	365	CY	\$ 85.00	\$ 31,025.00
3. Grassy Swale	1,710	SF	\$ 8.75	\$ 14,962.50
4. Grading (Cut for Swale)	35	SF	\$ 160.00	\$ 5,600.00
Subtotal Grading				\$ 71,297.50
C. STREET IMPROVEMENTS				
1. Calle Crespi Paving (4" AC)	66	TON	\$ 265.00	\$ 17,490.00
2. Calle Crespi Aggregate Base (15" Class II)	238	TON	\$ 165.00	\$ 39,270.00
3. 6" Curb and Gutter	272	LF	\$ 74.00	\$ 20,128.00
4. Grind & Overlay	6,621	SF	\$ 7.25	\$ 48,002.00
5. Driveway Ramp	1	EA	\$ 4,190.00	\$ 4,190.00
6. Sawcut	325	LF	\$ 7.35	\$ 2,389.00
7. Base Failure Repair	750	SF	\$ 27.50	\$ 20,625.00
Subtotal Street Improvements				\$ 152,094.00

EXHIBIT B

MAGEE PRESERVE OFFSITE IMPROVEMENT COST ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D. STORM DRAIN				
1. 18" CMP	25	LF	\$ 850.00	\$ 21,250.00
2. Rip Rap	1	TN	\$ 4,075.00	\$ 4,075.00
3. Concrete Collar	1	EA	\$ 2,175.00	\$ 2,175.00
4. Connect to Existing	1	EA	\$ 1,360.00	\$ 1,360.00
<u>Subtotal Storm Drain</u>				\$ 28,860.00
E. SANITARY SEWER				
1. Adjust Manhole to Grade	1	EA	\$ 10,700.00	\$ 10,700.00
<u>Subtotal Sanitary Sewer Improvements</u>				\$ 10,700.00
F. MISCELLANEOUS				
1. Signing and Striping	1	LS	\$ 11,900.00	\$ 11,900.00
2. Traffic Control	1	LS	\$ 1,325.00	\$ 1,325.00
<u>Subtotal Miscellaneous Improvements</u>				\$ 13,225.00
III. CONSULTANTS & FEES				
1. Civil Engineering	1	LS	\$ 60,400.00	\$ 60,400.00
2. Civil Staking	1	LS	\$ 3,600.00	\$ 3,600.00
3. Surveying - Easements/ ROW	1	LS	\$ 50,957.50	\$ 50,958.00
4. Title Company Fees	1	LS	\$ 14,038.02	\$ 14,038.00
5. Geotechnical Engineer inc. Testing & Observation	1	LS	\$ 10,000.00	\$ 10,000.00
6. Building Permits & Plan Check	1	LS	\$ 10,000.00	\$ 10,000.00
7. Bond Premium	1%	PCT	\$ 363,107.50	\$ 3,631.00
<u>Subtotal Consultants & Fees</u>				\$ 152,627.00

EXHIBIT B

MAGEE PRESERVE OFFSITE IMPROVEMENT COST ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MAGEE OFFSITE COST ESTIMATE SUBTOTAL				\$ 515,734.50
SUMMARY				
I. CONTRA COSTA IMPROVEMENTS				
A. SITE PREP				\$ 86,931.00
B. GRADING				\$ 71,297.50
C. STREET IMPROVEMENTS				\$ 152,094.00
D. STORM DRAIN				\$ 28,860.00
E. SANITARY SEWER				\$ 10,700.00
F. MISCELLANEOUS				\$ 13,225.00
II. CONSULTANTS & FEE				\$ 152,627.00
CONTINGENCY (20%)				\$ 103,147.00
DAVIDON ADMINISTRATION (10%)				\$ 53,195.05
TOTAL \$				672,076.55

ASSUMPTIONS AND EXCLUSIONS

1. Estimate based on the Contra Costa County Approved Magee Offsite Improvement Plan dated April 30 2025, prepared by dk Engineering.
2. All construction costs items are per construction standards, as applicable.

EXHIBIT C

Bond No.: _____

Development: _____

**IMPROVEMENT SECURITY BOND
FOR ROAD IMPROVEMENT AGREEMENT
(Performance, Guarantee, and Payment)
(California Government Code §§ 66499 - 66499.10)**

1. **RECITAL OF ROAD IMPROVEMENT AGREEMENT:** The Developer (Principal) has executed a Road Improvement Agreement with the County to install and pay for street, drainage and other improvements on, or along _____ to complete said work within the time specified for completion in the Road Improvement Agreement, all in accordance with State and local laws and rulings.
2. **OBLIGATION:** _____, as Principal and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay as follows:
 - A. **Performance:** _____ Dollars (\$_____) for itself or any city assignee under the above County Road Improvement Agreement, plus
 - B. **Payment:** _____ Dollars (\$_____) to secure the claims to which reference is made in Title 15 §§ et seq. of the Civil Code of the State of California.
3. **CONDITION:**
 - A. The Condition of this obligation as to Section (2.A.) above is such that if the above bonded Principal, or principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided on it or its part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning and shall indemnify and save harmless the County of Contra Costa or city assignee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa or city assignee, in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

- B.** The condition of this obligation, as to Section (2.B.) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code, for materials furnished, labor of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor and that said undersigned surety will pay the same in an amount not exceeding the amount herein above set forth and also, incase suit is brought upon this bond, will pay, in addition to the fact amount thereof, reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa or city assignee, in successfully enforcing such obligation, to be awarded and fixed by the court, all to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082 of Part 4 of Division 3) of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the work under the conditions of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

- C.** No alteration of said Road Improvement Agreement or any plan or specification of said work agreed to by the Principal and the County shall relieve the Surety from liability on this bond and consent is hereby given to make such alteration without further notice to or consent by the Surety and the Surety hereby waives the provisions of California Civil Code Section 2819 and holds itself bound without regard to and independently of any action against Principal whenever taken.

4. SIGNED AND SEALED:

The undersigned executed this document on _____.

PRINCIPAL:

Address: _____

City: _____

By: _____

Print Name: _____

Title: _____

SURETY:

Address: _____

City: _____

By: _____

Print Name: _____

Title: Attorney-in-Fact