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

This Agreement ("Agreement") is ente	red into as of	, 2025 (" <u>Effective</u>
Date"), by and between Contra Costa County,	a political subdivision of	of the State of California
("County"), and Davidon Homes, a California	limited partnership ("D	avidon"). The County and
Davidon are sometimes referred to herein toge	ther as the "Parties," an	d 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 signalizing 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 <a href="Exhibit B">Exhibit B</a>, 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 <a href="Exhibit B">Exhibit B</a>, using the County's standard payment and performance bond forms attached as <a href="Exhibit C">Exhibit C</a>. 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 ("<u>Audit Period</u>"), 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. <u>Workers' Compensation</u>. Davidon shall maintain workers' compensation insurance coverage for its employees, in accordance with state law.
  - c. <u>Additional Insureds</u>. 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. <u>Certificates</u>. 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. <u>Davidon's Contractors</u>. 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. <u>Indemnification by Davidon</u>. 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. <u>Indemnification by Davidon's Contractors</u>. 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

<u>Davidon</u>:
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 <u>Exhibits A and B</u> 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:	DAVIDON HOMES, a California limited partnership By: Davidon Corporation, a California corporation, its general partner
Warren Lai Public Works Director	By: Steven Abbs Vice President

<b>Exhibits</b>	
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.

By: Warren Lai		DAVIDON HOMES, a California limited partnership By: Davidon Corporation, a California			
		corporation, its general partner			
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Public We	orks Director				
		By:			
			Steven Abbs		
			Vice President		
Exhibits					
	tersection Improvements				
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Exhibit C

Bond forms

CONTRA COSTA COUNTY
DIABLO ROADIMT. DIABLO SCENIC BLVD
INTERSECTION IMPROVEMENTS
COVER SHEET
IMPROVEMENT FLANS

ENGINEERING SURVEYING - PLANNING

COUNTY APPROVED - MAY 6, 2025

ABBREVIATIONS

DEVELOPER:
DAMOON HANKS
1500 SOUTH MAN STREET, SUITE 150
WALNUT OREKE, CA 94596
CONTACT: STEVE ABBS

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

PROJECT TEAM

DANVILLE

CYUL ENGNEERS.
DK ENGNEERING.
1931 SAW MIGHEL DRIVE, SUITE 100
WALNUT CREEK, CA 94596
(925) 932-8868
PROJECT MANAGER: STACEY GELLA

SITE INFORMATION

DIABLO ROAD/MT. DIABLO SCENIC BLVD INTERSECTION IMPROVEMENTS

IMPROVEMENT PLANS CONTRA COSTA COUNTY, CALIFORNIA

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CONTRACTOR SHALL NOT DISTURB OR DESTROY ANY PERAMENT SIRVEY POINTS WITHOUT THE CONSENT OF THE CONTRA COSTA COUNTY SHREFTOR, ANY PERAMENT MONAMENTS OR POINTS DESTROYED SHALL BE REPLACED BY A SURVEYOR AT THE CONTRACTOR'S EXPENSE.

ź

ANY DEVATIONS OR CHANGES IN THESE PLANS WITHOUT OFFICIAL APPROVAL OF THE DESIGN ENGINEER SHALL ABSOLVE THE DESIGN ENGINEER OF ANY AND ALL RESPONSIBILITY OF SAID DEVIATION OR CHANGE.

CONTRACTOR TO PROVIDE ALL LIGHTS, STONS, BARRICADES, FLAGARIN, AND OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY AND TO MAINTAIN TRAFFIC CONTROL. AND AS DIRECTED BY THE COUNTY TRAFFIC ENGINEER.

CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS TO PRIVATE PROPERTY ADJACENT TO WORK AREA THROUGHOUT CONSTRUCTION.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL NECESSARY UTILITY RELOCATIONS. AND CONSTRUCTION WITH THE APPROPRIATE. UTILITY AGENCIES AND TO GETAIN RECEIVED PERMITS.

ALE THE CONTROLLERS SERVISION TO PROTECT IN EASTER OF HAVE SERVISED WHITE THE CONTROLLERS OF THE THEORY OF THE THE

AREA ON THE OFFICE AND THE TO THE THE TO THE THE TO THE TO

SANITARY FACILITIES SHALL BE MAINTAINED — ON THE SITE THROUGHOUT THE PERIOD OF CONSTRUCTION.

THE CONTRACTOR SHALL MAINTAIN EXISTING INCRESS AND EGRESS FOR PRIVATE PROPERTADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.

STREETS IN THE WONITY OF THE SITE SHALL BE WECHANICALLY AND/OR MANUALLY SWEPT CLEAN OF SOIL ON A FREQUENT BASIS TO REDUCE THE ACCUMULATION OF DIRT DURING GRADING.

IT IS THE CONTRACTOR'S RESPONSBILITY TO COMPLY WITH THE NAPIES GUIDELINES AND TO EMPLOY BEST VANAZEMENT PROCTUESS FOR SUCH AS OUTUBED ON THE PLANS AND THE RIPOSES PERMIT, GRANTED, BY THE REGIONAL WATER GUALLITY CONTRICU, BOARD FOR THE REGIONAL WATER GUALLITY CONTRICU, BOARD FOR THE REGIONAL.

21.

FIELD DENSITY TESTS SHALL BE MADE BY THE GEOTECHNICAL ENGINEER TO VERFY RELATIVE COMPACTION AS RECOMMENDED IN THE SOILS REPORT. 22.

ANY RROPOSSO CONSTRUCTION CENTATIONS THAT WILL TAKE PLACE AT, OR NEAR, FILTIC LINES, PROFERT LINES, AND DESTINE AGAINST PROPERTY MATORIAGEN STALL & MANIMAGEN AT IN INEST DANNED THE CONSTRUCTION OF PERSONNEL IT SHALL BE THE CONTRACTION'S SECURISMENT DEBLIFT PLEES, AREAS WITH THE BLONKER AND OWNER PRIOR TO COMMENCEMENT OF CONSTRUCTION.

24.

# SENERAL GRADING NOTES (CONTINUED

THE APPLICANT SHALL COMPLY WITH THE FOLLOWING CONSTRUCTION NOISE, DUST, LITTER CONTROL
AND CONSTRUCTION REQUIREMENTS.

8i

EARTHWORK QUANTITIES INCLUDE SUFFACE GRADING AND ROAD SECTION TO SUBGRADE. QUANTITIES EXCLUDE SPOILS AND REMEDIAL GRADING.

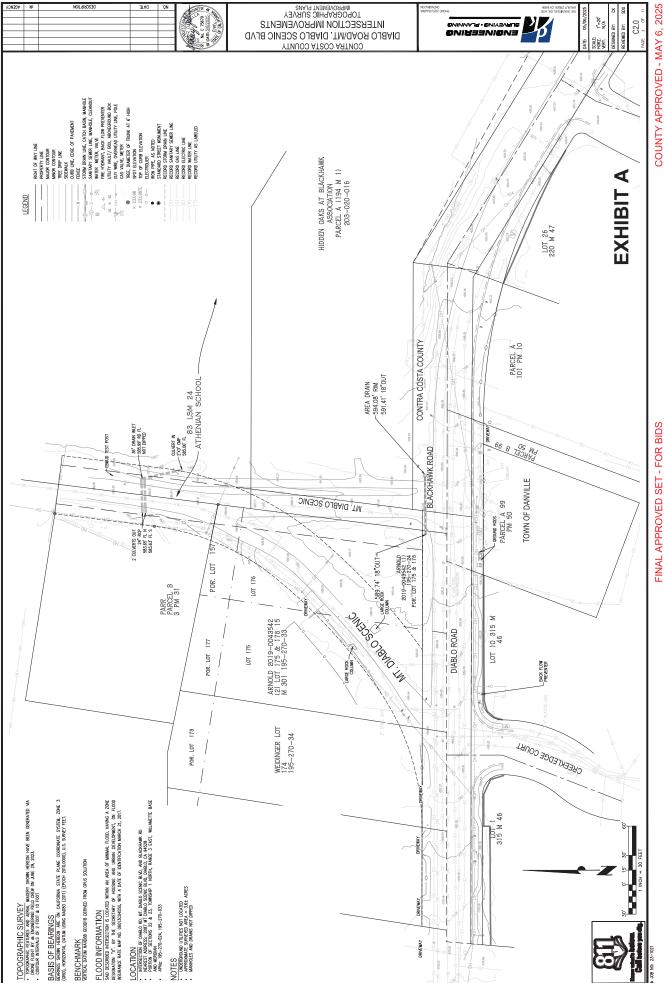
A) NOISE GENERATION ASSOCIATED WITH GRADING CONSTRUCTION ACTIVITIES SHALL BE MINMIZED BY IMPLEMENTATION OF THE FOLLOWING NOISE CONTROL MEASURES.

. 28

## **EXHIBIT A**

ATE: 05/06/2 1=20 N/A COUNTY APPROVED - MAY 6, 2025

C1.1



STANDARD CURB AND GUTTER TO FLUSH CURB TRANSITION DETAIL NOT TO SCALE

COUNTY APPROVED - MAY 6, 2025

FINAL APPROVED SET - FOR BIDS

STD CURB AND GUTTER SACK OF 6" STD CURB AND GUTTER FLOW LINE

CONTRA COSTA COUNTY
DIABLO ROAD/MT. DIABLO SCENIC BLVD
INTERSECTION IMPROVEMENTS
PROJECT DETAILS & TYPICAL SECTIONS
IMPROVEMENT PLANS
IMPROVEMENT PLANS EX. PEDESTRIAN TRAIL TO REMAIN CRASSY SWALE
PER DETAIL BELOW

GRIND & OVERLAY

— EXISTING PAVEMENT
PER CCC STD CA51 60' RIGHT OF WAY MT. DIABLO SCENIC BLVD TYPICAL SECTION NOT TO SCALE - SAWOUT LIMIT

PAVEMENT

— SECTION TO BE
DETERMINED

CURB & 18" GUTTER SI—6
PER CONTRA COSTA—
COUNTY STANDARD CA71

NOTES.
2. DEVES A FLUE STRUCKLER SCHOW WICH SANDTI NTO STREET AS EQUIRED.
2. DEVES A FLUE STRUCKLER SCHOW WICH SANDTI NTO STREET INSTALLATION.
3. TACK COLIT LAY SETTION, SSPACES FROME TO SPANALT CONVERTE INSTALLATION.
4. PARIBEIT SETTION FEET CONFERO, SOSTA COMPTY, OR SCHOOMWOLK, ENDMERED.

EX. MT. DIABLO SCENIC BLVD EX ★ ±

2" MIN GRIND AND OVERLAY ENTRE— WDTH OF STREET

TYPICAL SAWCUT DETAIL NOT TO SCALE

STANDARD PLANS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING

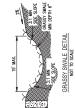
CONTRA COSTA COUNTY

CAST TPPICAL HAM CONFORM DETAILS FOR OVERLAYS
CA70 STANDARD SIDEMULK DETAILS
CA71 WEDMA, LONG AND HAM, DUCK DETAILS
CB72 DRIVEWIN RAMP DETAILS
CB56 ROCK SLOPE PROTECTION PIPE OUTFAILL

ABBA CURB RAMP DETAILS

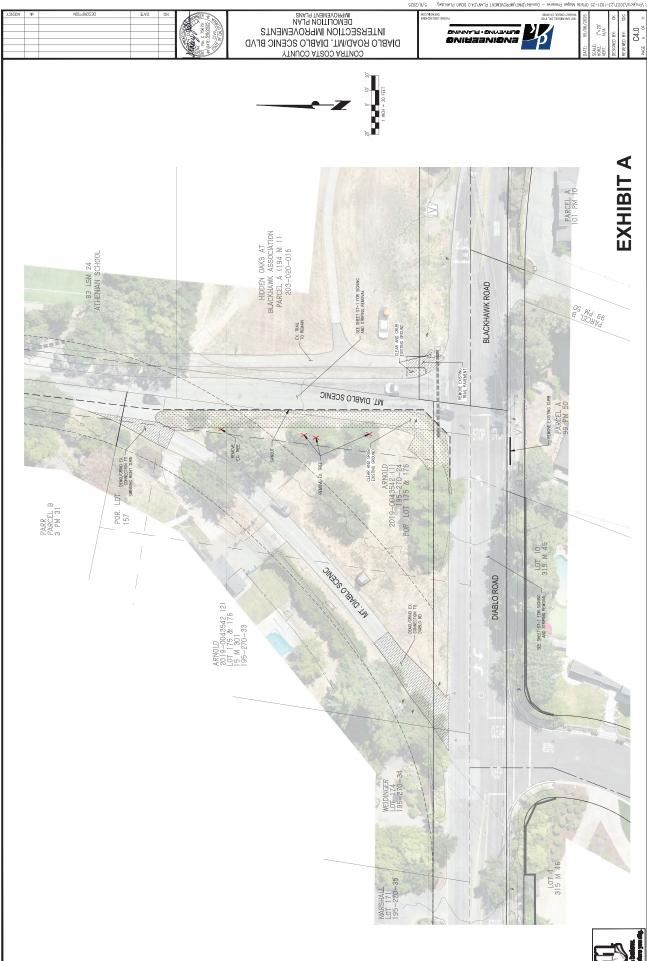
CALTRANS

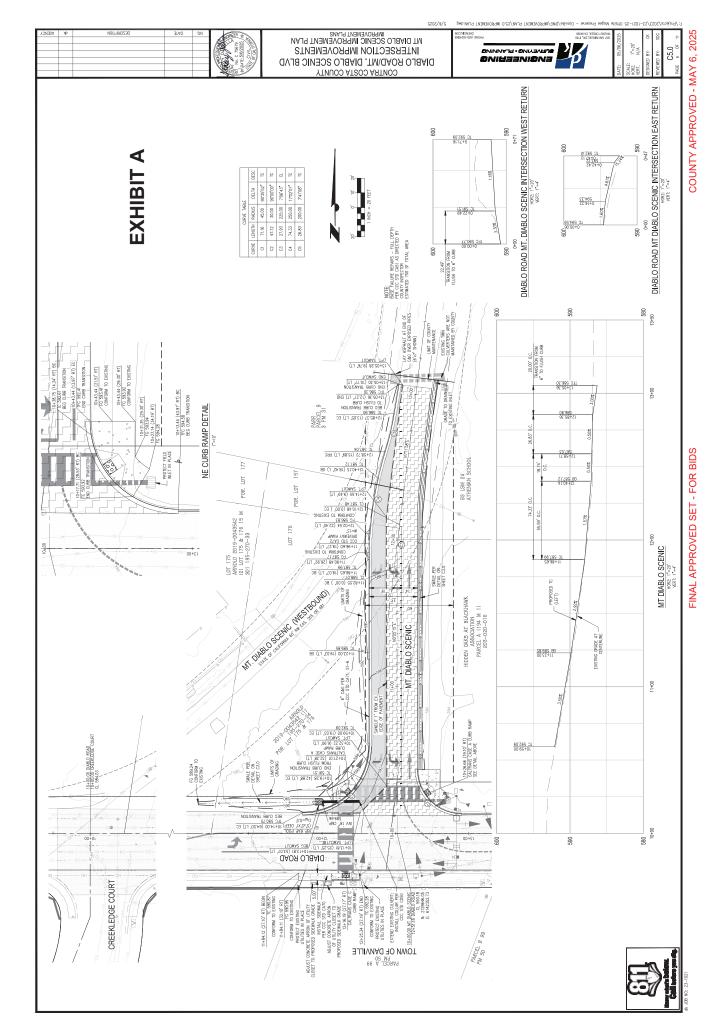
CURB TRANSTRON, MATCH FACE OF STANDARD CURB TO FACE OF FLUSH CURB AND BACK OF STANDARD CURB TO BACK OF FLUSH CURB. LENGTH IDENTRIED ON PLANS



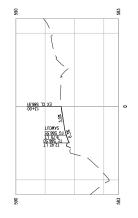
# **EXHIBIT A**





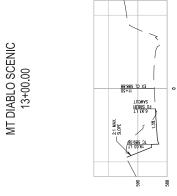


**EXHIBIT A** 



12+50 12+50

2:1 MAX. SLOPE



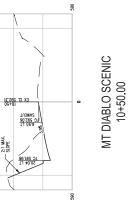


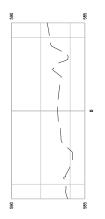
MT DIABLO SCENIC 12+50.00

MT DIABLO SCENIC 12+00.00

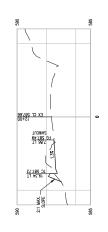


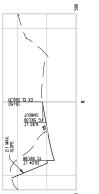






MT DIABLO SCENIC 13+50.00





COUNTY APPROVED - MAY 6, 2025

MT DIABLO SCENIC 11+50.00

ENGINETHING PUBLICATIONS

STABILIZED CONSTRUCTION ENTRANCE (TC-1)

INLET PROTECTION (SE-10)

•

LEGEND

FIBER ROLL (SE-5) HYDROSEED (EC-4) OVERLAND RELEASE DIRECTION

### CONTRA COSTA COUNTY DIABLO ROADIMT. DIABLO SCENIC BLVD INTERSECTION IMPROVEMENTS EROSION CONTROL PLAN IMPROVEMENT PLANS

SHEQUIREMENTS
SHEET FLOW LENGTH
NOT TO EXCEED

SLOPE PERCENTAGE

20 FEET 15 FEET 10 FEET

FIBER ROLL DETAIL

STORM DRAIN INLET PROTECTION DETAIL ("SILT-SACK" PROTECTION FOR ANY INLET) NOT 10 SCALE

CONTRACTOR TRACES SHALL BE ROOMS IN THE RECORDED INTERESTING INTERESTING THE REPORT OF THE NATIONAL PROPERTY OF THE RECORD AND THE RECORDED INTERESTING THE RECORD AND THE RECORD AND SHALL BEFORE ON THE STANDARD SHALL BEFORE ON THE STANDARD.	COLOUGE OF THE STREET WITHOUT AND A STREET WAS A SERVICED OF THE A STREET WAS A STREET WITHOUT AND A STREET WAS A STREET W	TEXT TOTAL PRAN, NO THAT PROSPECTS ARE DECIDED. NO COMPACTUAL THAT SERVENCE STORT PROPERTS. SHALL RE REMONED STORT AND OFFERED OF PREFERED TO PREFERE THAT PROPERTS OF PROPERTS OF PROPERTS OF PROPERTS OF PROPERTY OF PROPERT	TO STORE CATCH SHOWS ON THE FOR GRAMMATICATION COMPETING WHITE STORE SHOULD THEN THE ACCOUNT PRPRIOR STORE ON THE FIRST PROPERTION EVEN. THE STORE SHOUL WEST THE SHOULD SHOW THE STORE SHULL WEST THE WARRANT WASHINGTON AND RESIDENCE THE WARRANT SHOWN THE SETS HAVACHEN FROM THE SHOULD SHOW THE STORE SHOULD SHOW THE SETS WANDED THEN SHOULD SHOW THE STORE SHOULD SHOW THE STORE SHOULD SHOW THE SHOULD	FOR THE DISPOSAL OF CONCRETE WASTE, A CONCRETE WASH OUT SHALL BE PLACED IN THE VEHICLE AND EQUIPMENT

	STORU DRAIN AND UTLITY TRENCHES ARE BLOCKFLLED AND COMPACTED. THE SURFACES OFER SUCH TRENCHES ER MANDERS SURFATI, AND ROOKEED OF PRENCHESTEED TO PRENCH CHANNELING OF WAITE IN THE TRENCH CASE SHOLD BE EXERCISED TO PROVIE FOR CROSS FLOW AT FREQUENT INTERVALS WHERE TRENCHES ARE IN C CRITER LINE OF A CHOWNED STREET.
100 FEET 50 FEET 25 FEET	UTILIY TEDUCHES ARE BACKFILED AND COMPACIED. THE LIT, YAND COMPED OR HYDROSEDED TO PREVENT CHANN SZERGED TO PROVIDE FOR CROSS FLOW AT FREQUENT I CROWNED STREET.
2% TO 4% 4% TO 10% 0VER 10%	S STORM DRAIN AND UTILITY TRENCHES  BE MOUNDED SLIGHTLY AND COVERED  CAME SHOULD BE EXENCISED TO PRO- HE CENTER LINE OF A CROWNED STREET

- 23
  - ALL EXISTING CATCH BASINS ON THE SITE OR IMMEDIATELY OWNER THE MORN INFELT PROFECTION BEVICE RECOMPRENTS IN THE CALFORMA STORWARTER OUALITY AS HANDBOOK AND INSTALLED PER MANUFACTURER'S RECOMMEN
    - 23.
- EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING ALL CONSTRUCTION PHASES.
- THE DEPLICER SHALL POST DUST CONTROL SIGNAGE WITH A CONTACT NUMBER OF THE DEPELOPER, COUNTY STAFF, AND THE AR QUALITY CONTROL BOARD. 52
  - FOR DETAILS NOT SHOWN ON THESE PLANS, REFER TO THE FOLLOWING CASQA BMP FACT SHEETS:
- 27.

# AIR QUALITY CONTROL NOTES

**EROSION CONTROL NOTES** 

- AQ-1 DURNG CONSTRUCTION ACTIVITES. THE PROJECT APPLICANT AND/OR ITS CONTRACTOR SHALL BYSINE THAT THE BAAAMO'S BASIC CONSTRUCTION MITDATION MEASURES ARE IMPLEMENTED: EXCEPT AS OTHERWISE DRECTED BY THE INSPECTOR, ALL DENGES SHOWN ON THE EROSION CONTRICO, PLAN SHALL BE IN PLACE THEOLOGYOUT THE DAY, LLE EROSION OFFINION, FACULTER, MISTIFIED AND REPAIRED AT THE END OF EACH WISHOUS OFFINIONS THE RANY SEASON MAD MARRIANED AT ALL THES. TRUPORARY EROSION CONTROL DEVICES SHOWN ON PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED MODIFIED WHEN THE INSPECTOR SO DIRECTS AS THE WORK PROGRESSES.
  - PROCESSOR OF STREAM ACCOUNTED, ACCOUNTED, ACCOUNTED AND AUGUSTANCE, WHITH THE PROCESSOR OF THE ACCOUNTED AND AUGUSTANCE TO REPROSOR OF THE ACCOUNTED AND AUGUSTANCE (SHICK) ANABLA OF STRAAMENS THE REPOSOR WAS CONTROLLED STRAIN THE RECORD AND AUGUSTANCE AND AUGUSTANCE STRAIN THE RECORD AUGUSTANCE ACCOUNTED AND AUGUSTANCE TO AUGUSTANCE THE COUNTED AUGUSTANCE THE COUNTED AUGUSTANCE AUGUSTANCE THE COUNTED AUGUSTANCE THE COUNTED AUGUSTANCE AUGUSTANCE AUGUSTANCE THE COUNTED AUGUSTANCE A
- IN DOCES SHALE (F. ADER) WE REAS, STANDER PREAS, SOLD RELS, NOW UNPARED ACCESS

  ALL HAND RECORD STRANGER FOR LINES FEED ACCESS. THE CHARGE AND UNPARED ACCESS.

  ALL HAND RECORD STRANGER ROLL, SAN OF OF OTHER STRANGER FEED ACCESS.

  ALL HAND RECORD STRANGER FOR LINES OF THE CORE STRANGER FEED ACCESS.

  STREET STRANGER FOUR FOR THE CHARGE FEED ACCESS SHALE RESOLDED USING MET POWER WOLDEN FEED ACCESS. THE CHARGE FEED ACCESS ACCESSED ACCE

additional contannent methods must be provided for any waste storage area, stockpile/material storage area and/or construction tollet area.

ALL LOSS. SOIL AND DEBRIS SHALL BE REMONED FROM THE STREET AREAS, UPON STARTING OPERATIONS AND DEPONENCIALLY THEREWEN AS DIRECTED FOR THE OPERATIONS. TO PRENENT STUDIEST MONEY TO ANY STORM DAWN SYSTEM,

STAND-BY CREWS SHALL BE ALERTED BY THE PERMITTEE OR CONTRACTOR FOR EMERGENCY WORK DURING RAINSTORMS

AS A PART OF THE EROSION CONTROL MEASURES, UNDERGROUND STORM DRAIN FACILITIES AND CONCRETE SHALL BE INSTALLED COMPLETE AS SHOWN ON THE PLANS.

ALL GRADED AFEAS, INCLUDING, BUT NOT LAWITED TO, CUIT AND FILL SLOPES, STREETS, PARKING AFEAS, AND BUILDING RPAGE STALE E HYDROSEEDED PER ABAGE, IN ADDITION TO HYDROSEEDING, APPLICATION OF STRAW WITH A TACKFER OR MULCH ANY BE RECUED BY THE COLONYY DIAMETER. IF ANY CRADING OPERATIONS ARE TO BE PERFORMED AN EROSION CONTROL PLAN MUST BE SUBMITTED AND THE PLAN MUST BE APPROYED BY THE COUNTY PRIOR TO THE COMMENCEMENT OF ANY SUCH GRADING OPERATIONS. TO PRECEDITE TOWER CRANDED WAS ALL UNDER DANSETTEEN THAN ZAM BENEFE THAN JETT, SHALL REPRODUCED WAS ALL AND ADDRESS THAN JETT, AND ADDRESS AND ADDRESS THAN JETT, AND ADDRESS THAN JETT

Borron Area and Translant Stockhes Shall be protected with Appropriate Broson Cantrol Jacubines. The Stateschild of the County Druberen. Translant and/or permanent stockhes Shall be conferd with Lackto Seeting (E., Modern) and scored at the Femeter Base at all thiss or at the Bod of Each work day it in Use.

ALL CUT AND FILL SLOPES ARE TO BE PROTECTED TO PREVENT OVERBANK FLOW USING SILT FENCES.

SANDBAGS AND/OR STRAW WATLES SHALL BE STOCKPLED ON SITE AND PLACED AT INTERVALS SHOWN ON EROSION CONTROL PLANS OR WHEN DIRECTED BY THE INSPECTOR.

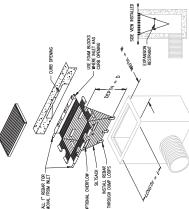
SANDBAGS REFERRED TO IN THE PRECEDING ITEMS MUST BE FULL. APPROVED SANDBAG FILL MATERIALS ARE DECOMPOSED GRANITE AND/OR GRAVEL, OR OTHER MATERIALS APPROVED BY THE INSPECTOR.

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SWICT TO KEER VORM AT MAIL FORT IN THE CONSTRUCTION FROMEST. THE PARKS WILL COME, THIS ERROSON MOUNT PAYS IS A SWIPPOST IN THE, ERROSIN ENAN MAIL ARMS WE WAS ERROSING SAFE THE TALKET SAFE THE "PLACEMENT ESTABLE OF COMPLETENCES. THE SWIPPOST SAFE THE "PLACEMENT ESTABLE OF COMPLETENCES." THE PROSPECT OF COMPLETENCES.

THE PROSPECTABLE SWIPPOST SAFE SWIPPOST SAFE THE PROMISE DIPOSED WITHOUT ANY GANREL OR CONDECT. THE COMMUNICACINED MONE OF THE WOST CONTIAL THE WITH PROJECT TROW THE SYMMPTON OF ERRORM WEST COMMUNICACINE THE WITH THE SYMMPTON OF THE WITHOUT THE W EXPLANATION OF EROSION CONTROL PLAN

### STRAW WATTLE INLET PROTECTION DETAIL NOT TO SCALE SHEET FLOW DRAIN INLET OR AREA DRAIN -SHEET FLOW — CEUTEXTILE FABRIC PROVIDE APPROPRIATE TRANSTION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND EX PAYEMENT 12" MIN (5"-6" CRUSHED ROCK)



STABILIZED CONSTRUCTION ENTRANCE NOT TO SCALE

1"X2"X24" WOOD STAKES THRU CENTER, AND 4" O.C.

SEDIMENT ROLL -

INSTALL 1" REBAR FOR BAG REMOVAL FROM INLET OPTIONAL OVERFLOW

**ISTALLATION DETAIL** 

SEDMENT TRAPS SHALL BE CLEARED OUT WHENEVER SEDMENT REACHES 6" FROM THE OUTLET. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLEAN THE DESUTING BASINS AND THE SEDMENT TRAPS.

NEJORIY CHEXC DANS SHALL BE CONSTRUCTED OF GRANEL BAGS AND SHALL EXTEND 2/3 OF THE DISTANCE, ACROSS THE STREET OR CHANNEL AT FORM HALLES TO THE CHECK THE DISTANCE WHIT OF THE USE OF THE STREET OR CHANNEL THE CANNEL BAGS SHALL BE INSTILLED PER MANNATURER'S RECOMBENDATIONS.

erosion control structures shall be adjusted and updated on these maps by the contractor to replect all changes in dramage as streets and building pags are being instraled.

STORM DRAIN TRENCHES THAT ARE OUT THROUGH BASIN DIKES OR BASIN INLET DIKES, SHALL BE PLUGGED WITH SANDBAGS FROM TOP OF PIPE TO TOP OF DIKE.

17.

PROVIDE YGLOOTY CHECK DAMS IN ALL UNPAYED GRADED CHANNELS AT THE NITERVILLS RECORD BELOW:

REPORT OF CHANNEL

ISS THAN 335 STEEL

VA. DOK ST. OK ST.

THIS PLAN MAY NOT COVER ALL THE STUATIONS THAT ARKS DURING CONSTRUCTION DUE TO UNANTICEALED FEED SOUTIONS. "VIRRATIONS MAY BE MADE TO THESE FLANS IN THE FIELD, SUBJECT TO APPROVAL OF THE COUNTY PRORIECE.

FOR THE DISPOSAL OF CONCRETE WASTE, A CONCRETE WASH OUT SHALL BE PLACED IN THE VEHICLE AND EQUIPIDENT STRONGE WAS UNMERHANCE FOR THE COLUMNARY STORWING THE QUALITY ASSOCIATION STORWING REST MANAGEMENT PRACTICE, HANDSOOK AND INSTITULD, USED, AND MANIFAMED FOR MANIFACTURESTS RECOMMEDIATIONS.

FIBER ROLLS STORM DRAIN INLET PROTECTION MATERIAL, DELIVERY & STORAGE CONCRETE WASTE MANAGEMENT

THE BROSION AND SEDIMENT CONTROL MEASURES AS SHOWN ON THIS PLAN MAY NOT CONER ALL UNFORESEN RELD AND WELL RELED CONDITIONS. WARRINGO FOR EXPOSED WITH PER LITTERED TO FIT ACTUAL RELD CONDITIONS. CONTRIVENCES WALLE MAKE RECESSENT ADJUSTIBILITY ACCORDINGY.

COUNTY APPROVED - MAY 6, 2025

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**EXHIBIT A** 



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SHEET 9 OF S-

CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT

DIABLO RD/MT. DIABLO SCENIC BLVD INTERSECTION IMPROVEMENTS

DIABLO RD/BLACKHAWK RD & MT. DIABLO SCENIC BLVD SIGNING AND STRIPING REMOVAL PLAN

FINAL

ADVANCED MOBILITY GROUP 3003 OAK ROAD, SUITE 100 WALNUT CREEK, CA 94597

DWG.

PJ NO.

S-2

DWG.

뿌	HEDULE		CON	CONDUCTOR SCHEDULE	DR SC	HED	ΤE					
							RUNS	2				
	SPECIAL REQUIREMENTS	AWG	CIRCUIT	⊲	⊴	<b>⊚</b>	4	9	@	<u>`</u>	<b>⊚</b>	
			Ø1 SIGNALS				6	е	8		8	/
	FURNISH AND INSTALL TYPE 15TS SIGNAL POLE WITHOUT LUMINAIRE ARM, FURNISH AND INSTALL BADS SIGNA AND VIDEO DETECTION CAMERA ON SIGNAL POLE		Ø2 SIGNALS		ю	ю	e	e	es	e	9	
			Ø3 SIGNALS		e	e	е	е	т		6	
	FURNISH AND INSTALL TWO (2) TOWN OF DANVILLE STANDARD BIKE INDICATOR		Ø4 SIGNALS					e	9	3	9	
	EASTBOUND APPROACHES, RESPECTIVELY.		Ø6 SIGNALS				6	6	e		6	
	FURNISH AND INSTALL R73-3 (CA) AND R10-12 SIGNS BACK-TO-BACK AND VIDEO		Ø2P				2	2	2		2	
	DETECTION CAMERA ON SIGNAL MAST ARM. FURNISH AND INSTALL SNS ON SIGNAL		Ø4P					2	2		2	
	POLE. FURNISH AND INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM.		PPB (Ø2P)		Г	Г	2	2	2		7	GENERAL NOTES (THIS SHEET ONLY):
		NO. 14	PPB (Ø4P)						2		. ~	
- 1			PPB NEUTRAL			Г	-	-	-		-	<ol> <li>ALL PULL BOXES SHALL BE NO. 6, UNLE</li> </ol>
												2. ALL SIGNAL HEADS SHALL HAVE YELLO
	FURNISH AND INSTALL PEU ON TOP OF TRAFFIC SIGNAL POLE.		BLANK-OUT SIGN	ო	ო	6	e	e	ო			CALTRANS STANDARDS.
			PEU						е			A ALL CONDITTS DIDECTLY BETAMEEN D
			SPARES	3	3	3	3	3	3	3	9	
	FURNISH AND INSTALL VIDEO DETECTION CAMERA ON TOP OF SIGNAL POLE WITH BISER FIRNISH AND INSTALL TOWN OF DANYILLE STANDARD RIKE INDICATOR LIGHT		TOTAL No. 14	9	12	12	23	58	33	6	88	CONTRACTOR SHALL INSTALL CONDUIT     ALL LITTLES AND BOTHOLE AT LATER
	ON NORTH SIDE OF SIGNAL POLE FOR SOUTHBOUND APPROACH.		SIG. COMMON	1	-	1	1	-	+	1	2	
		No. 8	LUMINAIRE				2	2	2			<ol><li>SIGNAL POLES SHALL BE INSTALLED W</li></ol>
			TOTAL No. 8	1	-	-	3	3	3	+	2	OF THE POLE SUCH THAT SERVICE PEI
	SHORT IN DEM CATTON CONTRACTOR OF SHORT	VIDEO DET	VIDEO DETECTION CABLES		-	-	e	е	e		4	
	STANDARD PLAN ES-14A. SIGN SHALL FLASH "PREPARE TO STOP" MESSAGE DURING	EVF	EVP CABLES				-	2	2		е	<ol> <li>THE CONTRACTOR SHALL ENSURE THAT</li> </ol>
	PHASE 2 YELLOW AND PROVIDE STEADY MESSAGE DURING PHASE 2 RED.	CON	CONDUIT SIZE	-4	-4	4	-4	4	2-4"	-4	2-4"	PRIVATE PROPERTY.
		PROPOSED	PROPOSED CONDUIT FILL (%)	1%	3%	3%	7%	%8	2%	5%	2%	7 CONTRACTOR SHALL COORDINATE WIL

85 W

SP-1-T

MAS MAS

5

20,

29-5-100

TYPE 2 POST

LEFT RIGHT LEFT LEFT

7 7

SP-2-T

T-1-V

5

15TS

<del>1</del>-B 4 <del>1</del>

9

E E

APS PPB PHASE

PED SIGNAL MOUNTING

MAST ARM POLE

LUM

HGT 30, 9 30, 4 10, 30, 10, ,0 10,

TYPE

POLE No. ⋖ (m) 0 <u></u> (iii) (h) (i) ⊞ (-)

15TS

<del>1</del>-B

VEHICLE SIGNAL MOUNTING

MAST ARM SIGNAL

STANDARD

SV-2-T T-1-T SV-1-T

ARROW

ALL SIGNAL HEADS SHALL HAVE YELLOW RETROFLECTIVE BACKPLATES PER CALTRANS STANDARDS.

ALL PULL BOXES SHALL BE NO. 6, UNLESS OTHERWISE NOTED.

DIABLOCREEKPL

CONTRACTOR SHALL INSTALL CONDUITS A MINIMUM OF 3 FEET AWAY FROM ALL UTILITIES AND POTHOLE AT LATERALS BEFORE INSTALLATION. SIGNAL POLES SHALL BE INSTALLED WITH HANDHOLD ACCESS ON THE SIDE OF THE POLE SUCH THAT SERVICE PERSONNEL WILL BE FACING ONCOMING TRAFFIC.

SP-1-T

TV 2.T TV-2-T

85 W

ALL CONDUITS DIRECTLY BETWEEN PULL BOXES AND POLES SHALL BE 3" SCHEDULE 80 PVC, UNLESS OTHERWISE NOTED.

# **EXHIBIT A**

THE CONTRACTOR SHALL ENSURE THAT PULL BOXES ARE NOT INSTALLED ON PRIVATE PROPERTY. CONTRACTOR SHALL COORDINATE WITH PORE TO ENSURE SERVICE POINT IS PREPARED FOR BEGINNING OF SERVICE, AND PORE STAFF TO PERFORM POWER CONNECTION AT SERVICE POINT.

DIABLO RD/MT. DIABLO SCENIC BLVD INTERSECTION IMPROVEMENTS DIABLO RD/BLACKHAWK RD & MT. DIABLO SCENIC BLVD TRAFFIC SIGNAL PLAN

CONTRA COSTA COI

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ON C	SHEET	
	1	
	_	

THIS SHEET ACCURATE FOR ELECTRICAL WORK ONLY

VIDEO DETECTION ZONES SHALL BE INSTALLED BY A NOTRAFFIC REPRESENTATIVE. ZONES SHOWN ARE ILLUSTRATIVE ONLY.

	1	
	OF	
	1	7
PJ NO.	SHEET	DWG.

EXISTING UTILITIES WERE PLOTTED FROM RECORD DRMATION AND FIELD TOPOGRAPHY. ACTUAL

_	DESIGNED	C. niconn					
	DRAWN	M. MIRZA					
	CHECKED	J. BHATTACHARYA					
	DATE	5/6/2025					
	SCALE	1" = 20"	õ	REVISION	В	APP	

FINAL



#### **EXHIBIT B**

Job Number: 23-1021-25 October 1 2025

### MAGEE PRESERVE OFFSITE IMPROVEMENT COST ESTIMATE

DE	SCRIPTION	QUANTITY	UNIT	U	NIT PRICE	AMOUNT
I. C	ONTRA COSTA COUNTY IMPROVEMENTS					
A. S	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 Existiing 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
				Subt	otal Site Prer	\$ 86,931.00
B. (	<u>GRADING</u>					
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
				Sub	total Grading	\$ 71,297.50
<u>C.</u> \$	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
		Sub	total Str	eet In	provements	\$ 152,094.00



### **EXHIBIT B**

Job Number: 23-1021-25 October 1 2025

### MAGEE PRESERVE OFFSITE IMPROVEMENT COST ESTIMATE

DE	SCRIPTION	QUANTITY	UNIT	U	INIT PRICE	AMOUNT
D. S	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
			Su	btota	l Storm Drain	\$ 28,860.00
E. S	SANITARY SEWER					
1.	Adjust Manhole to Grade	1	EA	\$	10,700.00	\$ 10,700.00
		Subtotal Sani	itary Sev	wer li	mprovements	\$ 10,700.00
<u>F. N</u>	<u>MISCELLANEOUS</u>					
1.	Signing and Striping	1	LS	\$	11,900.00	\$ 11,900.00
2.	Traffic Control	1	LS	\$	1,325.00	\$ 1,325.00
		Subtotal Mis	cellane	ous li	mprovements	\$ 13,225.00
<u>III. (</u>	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.	Geotechical 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>Su</u>	btotal C	onsu	Itants & Fees	\$ 152,627.00



### **EXHIBIT B**

Job Number: 23-1021-25

October 1 2025

### MAGEE PRESERVE OFFSITE IMPROVEMENT COST ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MAGEE OFFSITE COST ESTIMATE SUBTOTAL				\$ 515,734.50
<u>SUMMARY</u>				
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**

<sup>1.</sup> Estimate based on the Contra Costa County Approved Magee Offsite Improvement Plan dated April 30 2025, prepared by dk Engineering.

<sup>2.</sup> All construction costs items are per construction standards, as applicable.



Bond No.:	
<b>Development:</b>	

### IMPROVEMENT SECURITY BOND FOR ROAD IMPROVEMENT AGREEMENT

(Performance, Guarantee, and Payment) (California Government Code §§ 66499 - 66499.10)

Impro	ovement Agreement with the County to ins	<b>TENT:</b> The Developer (Principal) has executed a Road stall and pay for street, drainage and other improvements on, to complete said work within the time specified for completion cordance with State and local laws and rulings.
OBLI	IGATION:	, as Principal and
		, a corporation organized under the laws of the
State	of, and autl	norized to transact surety business in California, as Surety,
hereb	by jointly and severally bind ourselves, our	r heirs, executors, administrators, successors and assigns to
the C	County of Contra Costa, California to pay	as follows:
Α.	Performance:	
	Dollars (\$	) for itself or any city assignee under the above County
B.	Payment:	
	Dollars (\$	) to secure the claims to which reference is made in Title

#### 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	s document on
PRINCIPAL:	SURETY:
Address:	Address:
City:	
Ву:	
Print Name:	
Title:	Title: Attorney-in-Fact