



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683
Office - 916-354-3700 * Fax - 916-354-2082


IMPROVEMENTS COMMITTEE

(Directors Les Clark and Randy Jenco)

Regular Meeting
September 10, 2019 at 8:00 a.m.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

AGENDA

1. **Call to Order**
2. **Comments from the Public**
3. **Review Monthly Updates**
  Development
4. **Discuss Ideas to Deal With and Prevent Future Manganese Issues**
5. **Legacy Lane Reimbursement**
6. **Sobon Lane Reimbursement**
7. **Master Water Right Permit Renewal Proposal**
8. **Director and Staff Comments/Suggestions [no action]**
9. **Adjournment**

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is September 6, 2019. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

MEMORANDUM

Date: September 4, 2019
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Monthly Project Updates

PROJECTS

Development

The Retreats East and North

No new update.

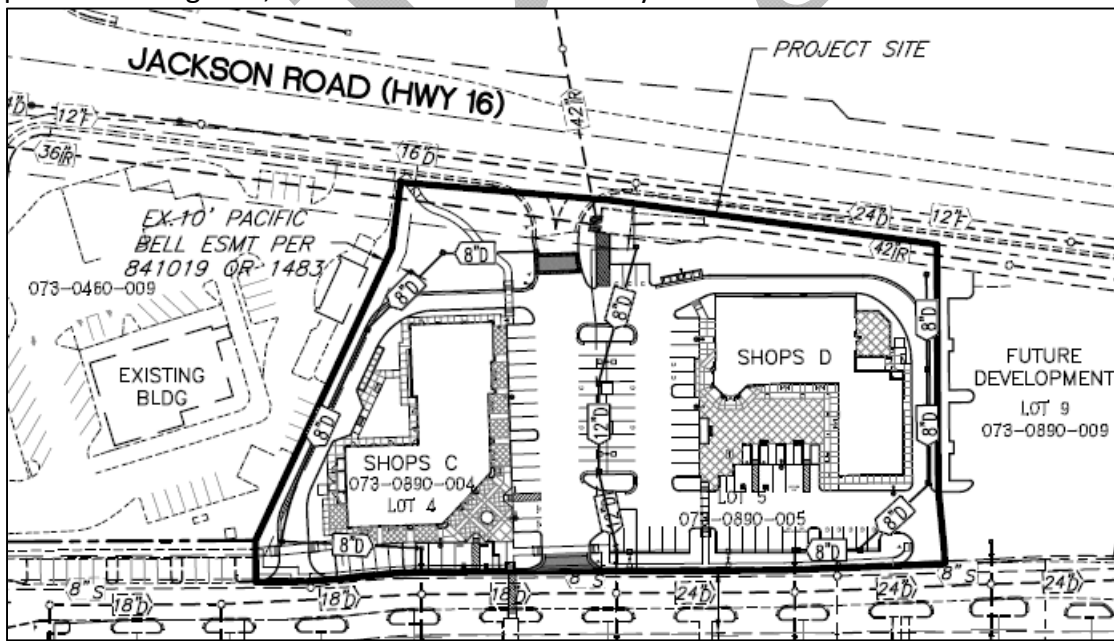
The Murieta Gardens (MG)

MG - Murieta Marketplace

Work continues at the project on the private side of the utilities at the Bel Air market, not requiring District inspection at this time. The developers engineer has submitted their revised plans and study to Coastland and Sacramento County for review of the detention basin change to a smaller sized basin. Review comments have been provided back to the engineer from Coastland Engineering. Another item that was included in this project was the development of Lot D which is a landscaping lot that extends north and south along the east side of Murieta Drive.

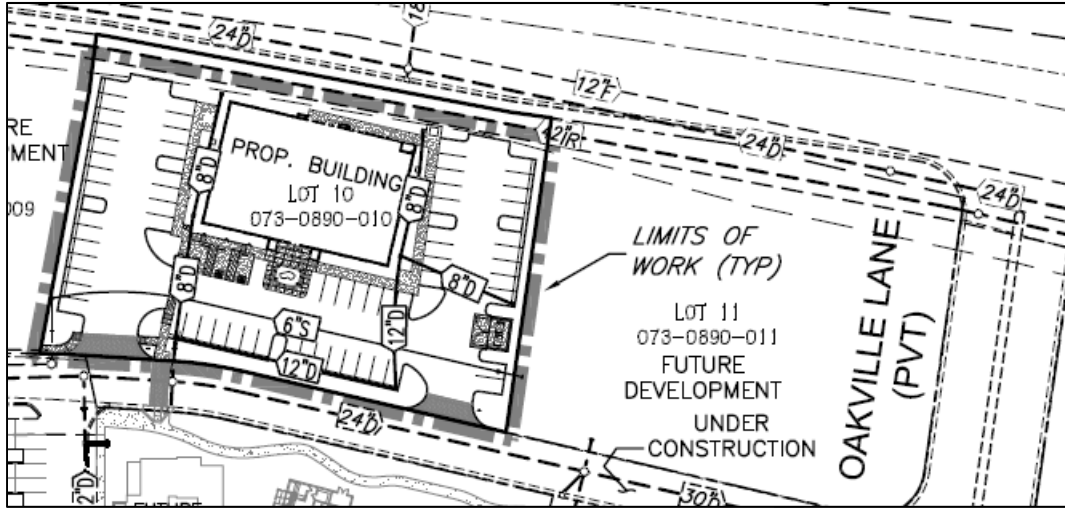
MG-Lot 4 & 5

A developer deposit has been received for this project and Coastland is currently reviewing an updated set of plans from August 8, 2019. These lots are directly east of the Rancho Murieta Country store.



MG -Lot 10 (PDF Office)

A developer deposit and partially completed application package was received for this project on August 14, 2019. Coastland will be reviewing the plans submitted and providing comments back to the project engineer.



The Murieta Gardens – Highway 16 Off-Site Improvements

No new update.

The Murieta Gardens II – Infrastructure at “Utility A”

No new update.

The Murieta Gardens II – Subdivision

This project has generally been wrapped up with the District issuing a letter of acceptance to the owner, Cosumnes River Land, LLC, and receiving copies of the performance and material bonds. Outstanding items are the resolution of fees owed from invoicing of final CSD and Coastland efforts and one punch list item left to complete. The home developer has been busy working on building new homes and has paid for 26 new service permits. District utility staff has been providing inspection services for compliance with District standards for the water, sewer, and recycled water connections for the new home being built.

Rancho Murieta North – Development Project

A deposit for review has been received by the developer to support District review and the developer has requested that review begin with the drainage plans. However, Coastland is waiting on Sacramento County’s review to avoid duplicate reviews for drainage. The issue is that Sacramento County has not begun their review as they are saying their fee has not been received. Coastland is beginning reviews of sewer and water.

FAA Business Park

The project finally received comments back from Sacramento County and is resubmitting this week. They hope to begin work soon.

District Projects

Prop 84

I spent quite a bit of time this past month working with the labor compliance company, The DCM Group, and compiling information into a master spreadsheet with invoices for submittal to the Regional Water Authority (RWA) for the grant reimbursement. Invoicing has been submitted and the RWA is reviewing it.

Dam Inundation Mapping

The inundation maps for Calero, Chesbro, Clementia, and Michigan Bar No.1 were submitted to the Department of Safety of Dams (DSOD) on November 15, 2018.

A response from the DSOD was received January 17, 2019 responding to the submittal of Calero and Clementia. They approved Calero's inundation maps. The inundation map submittal for Clementia was also approved and based on their re-evaluation the classification of the dam changed from "high" to "significant" which lowers its hazard classification. (see table below) Both responses also noted that it needs to be updated every ten (10) years or sooner if there is any change to the dam.

Chesbro and Michigan Bar Dams are classified as Significant Hazard and have yet to be reviewed by DSOD due to their backlog of reviewing and that significant hazard dam inundation maps were only due by January 1, 2021. The DSOD design branch is reviewing the High Hazard Dams first and the already submitted Significant Dams will be reviewed after.

In the meantime we are working on the Emergency Action Plans for Calero and Clementia which is next in the process.

Effective July 1, 2017		
Criteria for DSOD's Downstream Hazard Potential Classification		
Downstream Hazard Potential Classification	Loss of Human Life	Economic, Environmental, and Lifeline Losses
Low*	None expected	Low and principally limited to dam owner's property
Significant*	None expected	Yes
High*	Probable (One or more expected)	Yes (but not necessary for this classification)
Extremely High	Considerable	Yes – major impacts to critical infrastructure or property

*Reference FEMA P-946, July 2013, Federal Guidelines for Inundation Mapping of Flood Risks Associated with Dam Incidents and Failures

MEMORANDUM

Date: September 9, 2019
To: Finance Committee
From: Mark Martin, General Manager
Subject: Murieta Gardens - Legacy Lane 12-inch Recycled Water Line Reimbursement Agreement with Cosumnes River Land LLC

RECOMMENDED ACTION

Approve reimbursement agreement with Cosumnes River Land LLC for construction of Murieta Gardens Legacy Lane 12-inch recycled water line in the amount of \$173,606.98. The funds will come from the Water Supply Augmentation reserves, which as of August 16, 2019 reflected a balance of \$1,245,000.

BACKGROUND

From 2015 into 2016, Cosumnes River Land constructed a 12-inch recycled water main line as part of their Murieta Gardens development project. The line extends largely along the north side of Legacy Lane from near Highway 16 to a terminus just west of the southwest corner of Murieta Drive and Lone Pine. In early 2018, the Developer requested reimbursement for the project. Unfortunately, no formal reimbursement agreement was in place ahead of construction. In January 2018, staff researched but could not find proof of an agreement binding the District to reimburse the Developer. Such an agreement and supporting documents were necessary for the District to reimburse the Developer and at the same time meet legal requirements and survive an audit.

In late 2018, staff working with legal counsel prepared a draft reimbursement agreement to serve as the instrument under which the District could reimburse the Developer. This draft agreement was forwarded to the Developer around that same time.

As of the January 2019 Improvements Committee, staff had not received the level of detail from developer necessary for the District to proceed with reimbursement. At that meeting, staff made clear that it is the fiduciary responsibility of the District to obtain cost information from the Developer that will survive an audit in the same way as if the District constructed the line.

Staff inquired, and the District's legal counsel and auditor provided the following independent guidance respectively:

"The developer should be asked to substantiate that each cost item was actually incurred and paid by providing appropriate documentation of each incurred and paid expense (e.g., copies of invoices, bills, canceled checks, credit card statements, timesheets, expense reports, receipts, or other proof of payment). Reimbursement should be based on actual costs and not a developer cost estimate or the [contractor] bid amount. The Baker-Williams letter is an engineer cost estimate and not proof of actual expenditures. The District should not proceed with reimbursement based on an engineer cost estimate."

"The District should require a copy of the contract and any change orders and a copy of the invoices and cancelled checks to verify that the payment matches the invoiced amounts. From an audit perspective, I will need the same


type of support for the payments made to the Developer as I would for a contractor performing the work. It would also make sense to have the District engineer come up with and expected contract amount and compare that to the Developer information, to verify that the District is saving money versus contracting the work separate from the Developer.”

During summer 2019, staff received proof of progress payments, that according to legal counsel, combined with other provided documents gives enough backup for the District to reimburse the developer under these unusual circumstances.

Included with this memo are the supporting documents including the agreement signed by the Developer, along with a “Certificate” which describes the type and amount of all costs, the process used by the Developer to obtain prices for the work, substantiation of costs that were incurred for the project, and a statement by the Developer certifying the costs were incurred and paid by the Developer.

With the proper documents now provided, staff supports approving reimbursement for the project.

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
FEE REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 9TH day of SEPTEMBER, 2018 by 2019  and between Rancho Murieta Community Services District, a California special district (“**District**”), and Cosumnes River Land, LLC, a Delaware limited liability company, a property owner in the District (“**Developer**”), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recitals:

1.1. Developer is the owner and developer of the Murieta Inn and Murieta Gardens subdivision project (the “**Project**”) located on portions of the real property shown on the attached Exhibit A (the “**Property**”). District has required that the Project be served with recycled water pipelines for outside irrigation with recycled water. As part of the development and construction of the Project, Developer previously installed a recycled water pipeline extending across the Property from a point near Lone Pine Drive and Murieta Drive to a point on Lot 14 of the Project near Highway 16, as shown on Exhibit A (the “**Recycled Water Line**”).

1.2. The Recycled Water Line is one of the capital improvement projects described in the Coastland technical memoranda described in the District ordinance amending the District community facilities fees, including the water supply augmentation fee. Developer therefore has requested reimbursement from the District of the costs to design and construct the Recycled Water Line.

1.3. District has inspected the completed Recycled Water Line and has determined that it was designed and constructed in accordance with applicable District ordinances, resolutions, standards, and policies.

2. Easements and Bill of Sale. For any portion of the Recycled Water Line not located within a recorded public utility easement, Developer shall convey to District an easement or easements authorizing the construction, installation, operation, maintenance, repair, removal, replacement and improvement of the Recycled Water Line. Developer shall deliver a bill of sale to District transferring unencumbered ownership of the completed Recycled Water Line to District. The bill of sale and all easements must be in a form and content approved by District. Title to the completed Recycled Water Line and the easement interests must be good, clear and marketable title and free and clear of all encumbrances, liens or charges.

3. Maintenance Guarantee

3.1. Prior to District’s acceptance of the easements and bill of sale, Developer shall provide District with a maintenance bond, letter of credit or other financial security satisfactory to District (“**Maintenance Guarantee**”) in a sum equal to 50% of the cost of the Recycled Water Line to be transferred to District. The Maintenance Guarantee is for the purpose of warranting the Recycled Water Line materials and workmanship for one year from the date of District’s acceptance of the Recycled Water Line bill of sale.

3.2. Developer or its surety under the Maintenance Guarantee must repair or replace to the satisfaction of District all or any portion of the Recycled Water Line that may prove

defective in workmanship or materials, ordinary wear and tear excepted, together with any other Recycled Water Line or facilities which may be damaged or displaced in so doing.

3.3. In the event of failure to comply with the above-stated conditions within a reasonable time, District is authorized to have the defect repaired and made good. Developer and its surety under the Maintenance Guarantee will be jointly and severally liable to District for the costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. District will bill Developer and the surety for the costs, which bill must be paid within 30 days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

4. As-Built Drawings. Developer shall provide to District as-built (also known as record) drawings of the completed Recycled Water Line, satisfactory to District in form and content, together with a copy of the specifications and any contract documents used for the construction of the Recycled Water Line.

5. District Acceptance. Upon receipt by District of the easements, bill of sale, Maintenance Guarantee, and as-built drawings in accordance with sections 2 to 4, District will accept the easements and bill of sale and provide notice of acceptance to Developer. After acceptance of the easements and bill of sale by District, the Recycled Water Line shall become the property of District on the date that the bill of sale is accepted by District. Upon such date, Developer will be deemed to have conveyed and transferred all of its right, title and interest in and to the completed Recycled Water Line to District. District thereafter will own and be free in every respect to operate, maintain, repair, replace, manage, expand, and improve the Recycled Water Line, as it deems appropriate. District assumes no obligation as to operation and maintenance of the Recycled Water Line until such time as it accepts the Recycled Water Line bill of sale.

6. Risk of Loss. Until the date of District's acceptance of the Recycled Water Line bill of sale, all risk of loss or injury, damage or destruction to the Recycled Water Line shall be upon Developer. After the date of the District's acceptance, and except as provided by the Maintenance Guarantee, all risk of loss or injury or destruction to the Recycled Water Line shall be upon District.

7. Fee Reimbursement

7.1. Development of the Project is and will be subject to payment of the District Water Supply Augmentation Fee (the "**Fee**"). Developer shall pay the Fee and other applicable District development-related fees for each Project building and structure in accordance with the requirements of the District Code and other applicable District ordinances and rules. The Fee amount shall be at the then-prevailing applicable rate at the time of payment.

7.2. The Recycled Water Line is one of the public improvements listed in the District Water Supply Augmentation Fee and Facilities Capital Improvement Fee Study Update dated November 8, 2017 as referred to in District Code Chapter 8 and planned to be funded by revenue from the Fee. Within the Fee Study Update, the Project is identified as a component of the "Northwest Recycled Water Transmission Main (CIP 17-5-05)." As such, since Developer has designed and constructed the Recycled Water Line at its cost, the parties agree that Developer will be entitled to reimbursement from the Fee fund in the amount of the cost to design and construct the Recycled Water Line as calculated and applied under this section.

7.3. The Fee reimbursement will be calculated based on (and limited to) Developer's actual, direct, necessary, reasonable and substantiated costs to design, procure materials for, and construct the Recycled Water Line. Developer will verify and substantiate its costs of construction by preparing a cost substantiation certificate (the "**Certificate**") and providing it to District. The Certificate must (a) describe the type and amount of all costs, (b) describe the competitive or other process utilized by Developer to obtain the prices, (c) substantiate that each cost item was actually incurred and paid by including appropriate documentation of each expense (e.g., copies of invoices, bills, canceled checks, credit card statements, timesheets, expense reports, receipts or other proof of payment), and (d) certify that the costs were actually and directly incurred and paid by Developer in the design and construction of the Recycled Water Line. The documentation must be in a format reasonably acceptable to District and include reasonably detailed information supporting each expense. Developer's costs for Fee reimbursement purposes will not include any mark-up for profit, administration, overhead, or other reason. Developer shall not request reimbursement until after District has accepted the bill of sale pursuant to section 5.

7.4. Upon receipt of a complete Certificate, District will evaluate it and determine whether Developer's costs are actual, direct, necessary, reasonable and substantiated. The actual, direct, necessary, reasonable and substantiated costs of the Recycled Water Line as approved by District in writing will be the "**Fee Reimbursement Amount.**" The Fee Reimbursement Amount shall not exceed \$173,606⁷⁸. District shall pay the Fee Reimbursement Amount to developer within 30 days after District's approval of the Fee Reimbursement Amount.

8. Indemnification and Hold Harmless. Developer shall indemnify, protect, defend and hold harmless District and its officers, employees, engineers, and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses, attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with the construction of the Recycled Water Line or the performance or failure to perform under this Agreement by Developer or its officers, employees, contractors, subcontractors or agents. The parties agree and acknowledge that Developer's duties under this section extend to claims, lawsuits and liability of or against District resulting from the alleged failure to comply with any provision of California Labor Code division 2, part 7, chapter 1 (sections 1720-1861) in connection with the construction of the Recycled Water Line by Developer's contractor.

9. General Provisions

9.1. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

9.2. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

9.3. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

9.4. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

9.5. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not render the other provisions unenforceable, invalid or illegal.

9.6. Personal Obligation; Successors and Assigns. Developer's rights and obligations under this Agreement are personal rights and obligations of Developer and they do not automatically "run with" the Property owned by Developer. Developer cannot assign its rights and obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express written consent of District, which consent will not be withheld unreasonably.

9.7. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

9.8. Governing Law and Venue. Except as otherwise required by law, (a) this Agreement will be interpreted, governed by, and construed under the laws of the State of California, and (b) Sacramento County shall be venue for any state court lawsuit and the Eastern District of California shall be venue for any federal court lawsuit seeking to enforce or construe this Agreement.

9.9. Notices. Any notice, invoice or other communication required or permitted to be given under this Agreement must be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

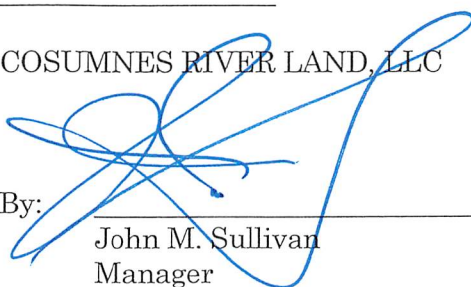
District: General Manager Rancho Murieta Community Services District P.O. Box 1050 Rancho Murieta, CA 95683	Developer: Manager Cosumnes River Land, LLC 14670 Cantova Way, Ste. 220 Rancho Murieta, CA 95683
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Any party may change its address by notifying the other parties in writing of the change of address.

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

By: _____
Mark Martin
General Manager

COSUMNES RIVER LAND, LLC

By: _____

John M. Sullivan
Manager

INVOICE Summary - 2019-615-1

Cosumnes River Land LLC

14670 Cantova Way Suite 220
P O Box 1280 -Rancho Murieta CA 95683-1280

Murieta Gardens Infrastructure

Date: Revised RW Backbone Infrastructure Invoice

REVISED REIMBURSEMENT:

BILL TO

Rancho Murieta CSD
15160 Jackson Road P.O.Box 1050
Rancho Murieta, CA 95683-1050

FOR

REVISED REIMBURSEMENT;
BACKBONE INFRASTRUCTURE

Attn: Tom Hennig Director of Administration

BUDGET \$180,000

Description	Amount
12" Recycle Water Main - Purple pipe @ \$65.90	\$142,212.20
12" Recycle Water Valves 5 ea.	\$12,515.00
Recycle Water blow off Valve 1 ea.	\$2,558.00
1" Recycle Water Air relief valve	\$3,642.00
Subtotal	\$160,747.20
Engineering and Staking @8% BWE	\$12,859.78
Project TOTAL	\$173,606.98

Certification by Michael R. Book of J.D. Pasquetti

Cindy Moreno @ Cosumnes River Land (916)919-6673

April 2016 - Invoices and Check Copies Provided



JD Pasquetti Engineering, Inc.
3032 Thunder Valley Court
Lincoln, Ca. 95648
Phone 916-543-9401 ... Fax 916-543-9426

Bid Item Breakdown

To **John M. Sullivan**
Cosumnes River Land, LLC
P.O. Box 1230
Rancho Murieta, CA 95683

February 14, 2018

Job **Murieta Gardens - Infrastructure Recycled Water Main Line Cost Estimate**

Item	Description	Quantity	Unit		Total
Recycled Water System					
1	12" Recycled Water Main	2,158	lf	65.90 \$	142,212.20
2	12" Recycled Water Valve	5	ea	2,503.00 \$	12,515.00
3	Recycled Water Blow Off Valve	1	ea	2,558.00 \$	2,558.00
4	1" Recycled Water Air Valve	1	ea	3,462.00 \$	3,462.00
SUB TOTAL:					160,747.20
Engineering and Staking soft cost at 8%					12,859.78
TOTAL:					173,606.98

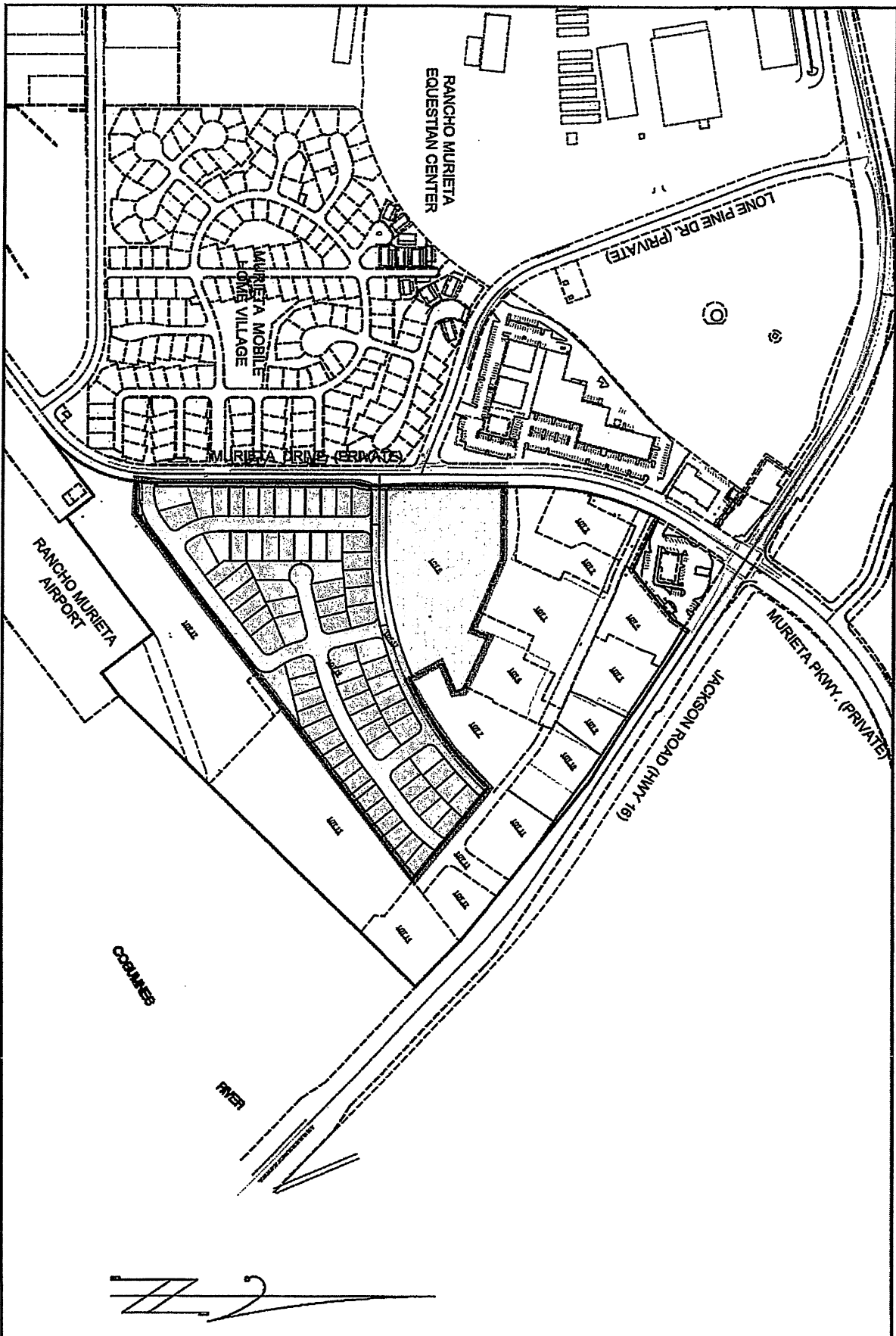
These cost above have been paid in full to JD Pasquetti in referenced to Baker Williams Engineering Group letter dated April 11, 2016

Michael R Book

JD Pasquetti

2-14-18

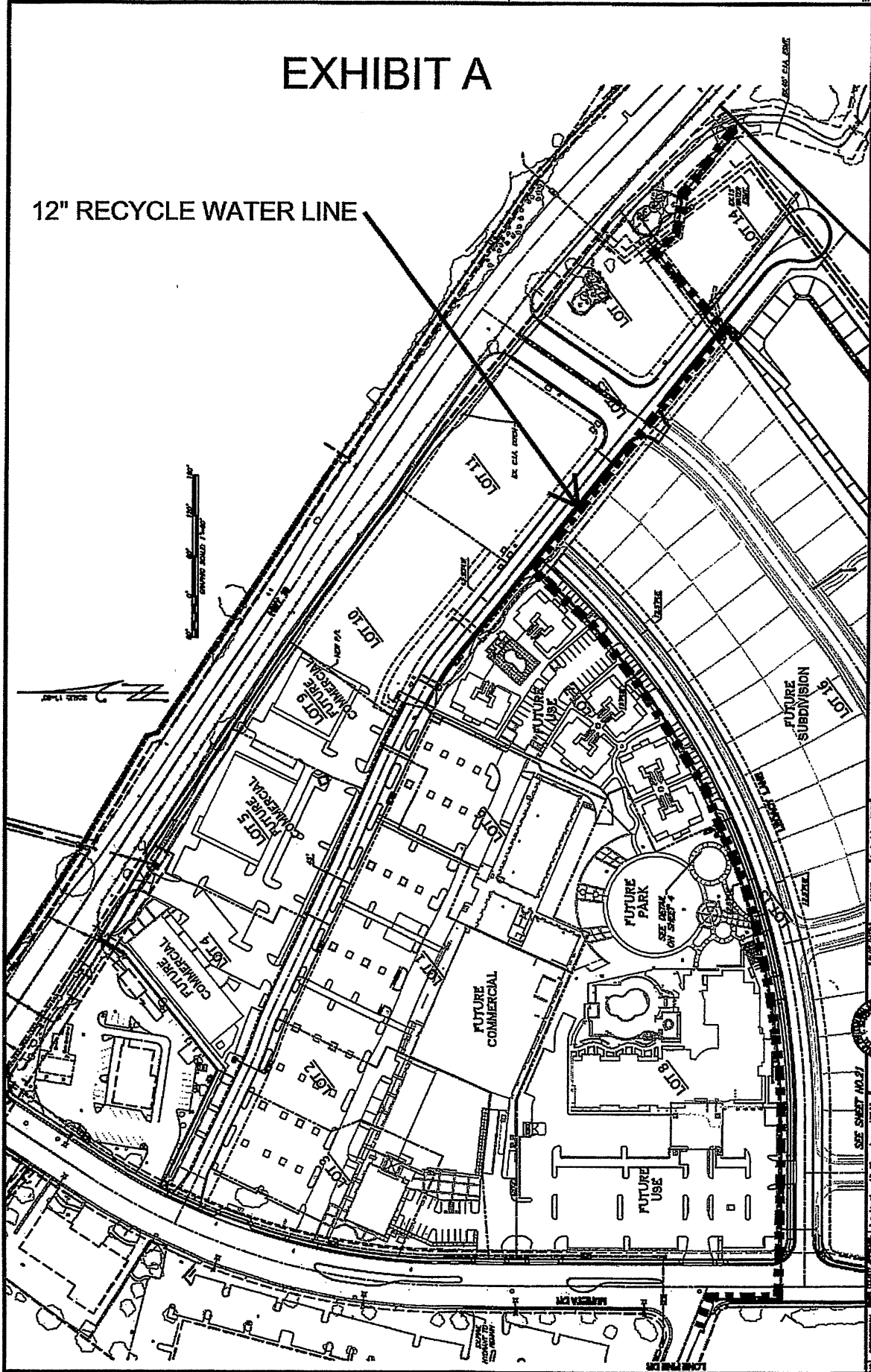
EXHIBIT A
Developer Project and Recycled Water Line



IDW BAKER-WILLIAMS ENGINEERING GROUP <small>Engineering / Surveying / Land Planning / Estimation / Project Management / GIS Services</small> <small>8000 RIVERSIDE BLVD., SUITE 100 - COLLETON, CA 95765</small> <small>(916) 382-4200 - Fax (916) 382-4201 - www.bakerwilliams.com</small>	SCALE: 1"=300'	EXHIBIT A
	JOB #: 11-01-001	MURIETA GARDENS II & MURIETA INN
	DATE: Nov, 2018	SACRAMENTO COUNTY, CALIFORNIA

EXHIBIT A

12" RECYCLE WATER LINE



UTILITY PLAN
MURIETA GARDENS I & 2 -- INFRASTRUCTURE
 RANCHO MURIETA, 7337 MURIETA DRIVE, SACRAMENTO COUNTY, CALIFORNIA

Baker-Williams Engineering Group
 Engineers/Architects/Interior Designers/Construction Managers/CFR Services
 2020 Alhambra Drive, Suite 100 - Sacramento, CA, 95834
 916.481.2000 - Fax 916.481.2001 - www.bakerwilliams.com

DATE	07/2013
SCALE	AS SHOWN
PROJECT NO.	502
DATE	07/2013
BY	
CHECKED BY	
APPROVED BY	

SEE SHEET AN.21
 (SEE SHEET AN.1)

Legacy Lane Recycle Infrastructure Reimbursement Agreement

Developer Substantiation Certificate

7.3 CERTIFICATE

This Certificate provides:

(a) describe the type and amount of all costs;

1. Baker Williams Engineering initiated the overall infrastructure plans necessary for the Legacy Lane infrastructure improvements for the Hotel and Extended stay (the improvements along to the north side of Legacy lane) and extended to the west side of Murieta Drive to a point along Lone Pine Dr. west of Murieta Drive. The extension of the (Legacy Lane Infrastructure) improvement work, extended the recycle line east along the drive isle and to parcel 12.
2. The final connections to the Recycle backflow preventor on Parcel 12 to the Box north of highway 16 were separately reimbursed in 2019.
3. The Recycle line costs were bundled in the Infrastructure contract with Poelman/Pasquetti (a copy of which has been provided previously to the District).

(b) describe the competitive or other process utilized by Developer to obtain the prices;

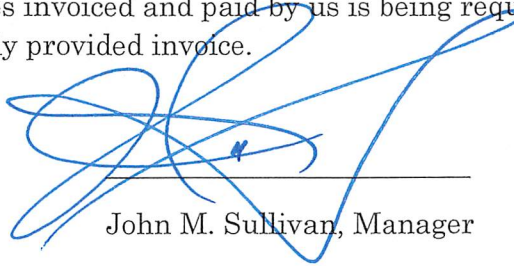
1. All contracts were either bid through Poelman construction (Grading and Legacy Lane Infrastructure) or bid directly to CRL (Highway 16, Legacy Lane extension, and On-site Raley's and MGII) by various general engineering contractors. All work was bid per the Engineered plans and Specs provided by Baker Williams Engineering. All soils work was conducted and certified by Youngdahl and Associates.
2. J.D. Pasquetti was selected by CRL (owner) and Poelman (General) for cost and schedule for the Legacy Lane Infrastructure (including the majority of Recycle line and what is being requested for reimbursement here. Pasquetti has continued to be the most competitive bidder for the rest of the site work, as they have had crews available to meet our schedules continuously since 2016. NOTE: [As demonstrated on the 1(a) and 1(b) bore, casing and pipeline job issued to them on May 15th, they have provided sufficient manpower to complete work on schedule and on budget.]

(c) substantiate that each cost item was actually incurred and paid by including appropriate documentation of each expense (e.g., copies of invoices, bills, canceled checks, credit card statements, expense reports, receipts or other proof of payment); and

1. As to the Legacy lane recycle water line reimbursement, we have provided all of the contract schedule of values, and copies of the checks issued to Poelman/JDP for the contract (We also provided a signed copy of our contract).

(d) certify that the costs were actually and directly incurred and paid by Developer in the design and construction of the Recycled Water Line.

I certify that the costs shown on the invoices were paid to Poelman and Pasquetti by Cosumnes River Land, and that the values invoiced and paid by us is being requested for reimbursement as shown on the previously provided invoice.



John M. Sullivan, Manager

Cosumnes River Land, LLC

Murieta Gardens II Developer/

MEMORANDUM

Date: September 9, 2019
To: Finance Committee
From: Mark Martin, General Manager
Subject: Murieta Gardens – Sobon Lane to Murieta Drive 6-inch Recycled Water Line Reimbursement Agreement with Cosumnes River Land, LLC

RECOMMENDED ACTION

Approve reimbursement agreement with Cosumnes River Land LLC for construction of Murieta Gardens Sobon Lane to Murieta Drive 6-inch recycled water line in the amount of \$12,679. The funds will come from the Water Supply Augmentation reserves, which as of August 16, 2019 reflected a balance of \$1,245,000.

BACKGROUND

In 2018, Cosumnes River Land constructed a 6-inch recycled water main line as part of their Murieta Gardens development project. The line extends from the south side of the southwest bend of Sobon Lane west to the east side of Murieta Drive. In early 2018 the Developer requested reimbursement for the project. Unfortunately, the project was constructed during a mix-up by the contractor who proceeded without a reimbursement agreement in place ahead of construction. In light of this mix-up, the Developer is seeking only to be reimbursed for materials and engineering costs.

In late 2018, staff working with legal counsel prepared a draft reimbursement agreement to serve as the instrument under which the District could reimburse the Developer. This draft agreement was forwarded to the Developer around that same time.

In September 2019, staff received proof of progress payments which along with other documents give enough backup for the District to reimburse the developer under these unusual circumstances.

Included with this memo are the supporting documents including the agreement signed by the Developer, along with a "Certificate" which describes the type and amount of all costs, the process used by the Developer to obtain prices for the work, substantiation of costs that were incurred for the project, and a statement by the Developer certifying the costs were incurred and paid by the Developer.

With the documents now provided, staff supports approving reimbursement for the project.

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
FEE REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of September, ²⁰¹⁹~~2018~~ by and between Rancho Murieta Community Services District, a California special district (“**District**”), and Cosumnes River Land, LLC, a Delaware limited liability company, a property owner in the District (“**Developer**”), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recitals:

1.1. Developer is the former owner and present residential pad developer of the Murieta Gardens II subdivision project (the “**Project**”) located on portions of the real property shown on the attached Exhibit A (the “**Property**”). District has required that the Project be served with recycled water pipelines for outside irrigation with recycled water. As part of the development and construction of the Project, Developer previously installed a recycled water pipeline extending across the Property from a point at the east side of Murieta Drive along the south side of residential parcel ‘66’ to a point at the south side of the southwest elbow of Sobon Lane, as shown on Exhibit A (the “**Recycled Water Line**”).

1.2. The Recycled Water Line is one of the capital improvement projects described in the Coastland technical memoranda described in the District ordinance amending the District community facilities fees, including the water supply augmentation fee. Developer therefore has requested reimbursement from the District of the costs to design and construct the Recycled Water Line.

1.3. District has inspected the completed Recycled Water Line and has determined that it was designed and constructed in accordance with applicable District ordinances, resolutions, standards, and policies.

2. Easements and Bill of Sale. For any portion of the Recycled Water Line not located within a recorded public utility easement, Developer shall convey to District an easement or easements authorizing the construction, installation, operation, maintenance, repair, removal, replacement and improvement of the Recycled Water Line. Developer shall deliver a bill of sale to District transferring unencumbered ownership of the completed Recycled Water Line to District. The bill of sale and all easements must be in a form and content approved by District. Title to the completed Recycled Water Line and the easement interests must be good, clear and marketable title and free and clear of all encumbrances, liens or charges.

3. Maintenance Guarantee

3.1. Prior to District’s acceptance of the easements and bill of sale, Developer shall provide District with a maintenance bond, letter of credit or other financial security satisfactory to District (“**Maintenance Guarantee**”) in a sum equal to 50% of the cost of the Recycled Water Line to be transferred to District. The Maintenance Guarantee is for the purpose of warranting the Recycled Water Line materials and workmanship for one year from the date of District’s acceptance of the Recycled Water Line bill of sale.

3.2. Developer or its surety under the Maintenance Guarantee must repair or replace to the satisfaction of District all or any portion of the Recycled Water Line that may prove

defective in workmanship or materials, ordinary wear and tear excepted, together with any other Recycled Water Line or facilities which may be damaged or displaced in so doing.

3.3. In the event of failure to comply with the above-stated conditions within a reasonable time, District is authorized to have the defect repaired and made good. Developer and its surety under the Maintenance Guarantee will be jointly and severally liable to District for the costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. District will bill Developer and the surety for the costs, which bill must be paid within 30 days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

4. As-Built Drawings. Developer shall provide to District as-built (also known as record) drawings of the completed Recycled Water Line, satisfactory to District in form and content, together with a copy of the specifications and any contract documents used for the construction of the Recycled Water Line.

5. District Acceptance. Upon receipt by District of the easements, bill of sale, Maintenance Guarantee, and as-built drawings in accordance with sections 2 to 4, District will accept the easements and bill of sale and provide notice of acceptance to Developer. After acceptance of the easements and bill of sale by District, the Recycled Water Line shall become the property of District on the date that the bill of sale is accepted by District. Upon such date, Developer will be deemed to have conveyed and transferred all of its right, title and interest in and to the completed Recycled Water Line to District. District thereafter will own and be free in every respect to operate, maintain, repair, replace, manage, expand, and improve the Recycled Water Line, as it deems appropriate. District assumes no obligation as to operation and maintenance of the Recycled Water Line until such time as it accepts the Recycled Water Line bill of sale.

6. Risk of Loss. Until the date of District's acceptance of the Recycled Water Line bill of sale, all risk of loss or injury, damage or destruction to the Recycled Water Line shall be upon Developer. After the date of the District's acceptance, and except as provided by the Maintenance Guarantee, all risk of loss or injury or destruction to the Recycled Water Line shall be upon District.

7. Fee Reimbursement

7.1. Development of the Project is and will be subject to payment of the District Water Supply Augmentation Fee (the "Fee"). Developer shall pay the Fee and other applicable District development-related fees for each Project building and structure in accordance with the requirements of the District Code and other applicable District ordinances and rules. The Fee amount shall be at the then-prevailing applicable rate at the time of payment.

7.2. The Recycled Water Line is one of the public improvements listed in the District Water Supply Augmentation Fee and Facilities Capital Improvement Fee Study Update dated November 8, 2017 as referred to in District Code Chapter 8 and planned to be funded by revenue from the Fee. Within the Fee Study Update, the Recycled Water Line is identified as a component of the "Commercial Loop Conversion (CIP 17-5-11)." As such, since Developer has designed and constructed the Recycled Water Line at its cost, the parties agree that Developer will be entitled to reimbursement from the Fee fund in the amount of the cost to design and construct the Recycled Water Line as calculated and applied under this section.

7.3. The Fee reimbursement will be calculated based on (and limited to) Developer's actual, direct, necessary, reasonable and substantiated costs to design, procure materials for, and cover the cost of equipment rental or use to construct the Recycled Water Line. Developer will verify and substantiate its costs of construction by preparing a cost substantiation certificate (the "Certificate") and providing it to District. The Certificate must (a) describe the type and amount of all costs, (b) describe the competitive or other process utilized by Developer to obtain the prices, (c) substantiate that each cost item was actually incurred and paid by including appropriate documentation of each expense (e.g., copies of invoices, bills, canceled checks, credit card statements, expense reports, receipts or other proof of payment), and (d) certify that the costs were actually and directly incurred and paid by Developer in the design and construction of the Recycled Water Line. The documentation must be in a format reasonably acceptable to District and include reasonably detailed information supporting each expense. Developer's costs for Fee reimbursement purposes will not include any mark-up for profit, administration, overhead, or other reason. Developer shall not request reimbursement until after District has accepted the bill of sale pursuant to section 5.

7.4. Upon receipt of a complete Certificate, District will evaluate it and determine whether Developer's costs are actual, direct, necessary, reasonable and substantiated. The actual, direct, necessary, reasonable and substantiated costs of the Recycled Water Line as approved by District in writing will be the "Fee Reimbursement Amount." The Fee Reimbursement Amount shall not exceed \$12,679.00. District shall pay the Fee Reimbursement Amount to developer within 30 days after District's approval of the Fee Reimbursement Amount.

8. Indemnification and Hold Harmless. Developer shall indemnify, protect, defend and hold harmless District and its officers, employees, engineers, and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses, attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with the construction of the Recycled Water Line or the performance or failure to perform under this Agreement by Developer or its officers, employees, contractors, subcontractors or agents. The parties agree and acknowledge that Developer's duties under this section extend to claims, lawsuits and liability of or against District resulting from the alleged failure to comply with any provision of California Labor Code division 2, part 7, chapter 1 (sections 1720-1861) in connection with the construction of the Recycled Water Line by Developer's contractor.

9. General Provisions

9.1. **Integration.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

9.2. **Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

9.3. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

9.4. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

9.5. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not render the other provisions unenforceable, invalid or illegal.

9.6. Personal Obligation; Successors and Assigns. Developer's rights and obligations under this Agreement are personal rights and obligations of Developer and they do not automatically "run with" the Property owned by Developer. Developer cannot assign its rights and obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express written consent of District, which consent will not be withheld unreasonably.

9.7. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

9.8. Governing Law and Venue. Except as otherwise required by law, (a) this Agreement will be interpreted, governed by, and construed under the laws of the State of California, and (b) Sacramento County shall be venue for any state court lawsuit and the Eastern District of California shall be venue for any federal court lawsuit seeking to enforce or construe this Agreement.

9.9. Notices. Any notice, invoice or other communication required or permitted to be given under this Agreement must be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District: General Manager Rancho Murieta Community Services District P.O. Box 1050 Rancho Murieta, CA 95683	Developer: Manager Cosumnes River Land, LLC 14670 Cantova Way, Ste. 220 Rancho Murieta, CA 95683
--	--

Any party may change its address by notifying the other parties in writing of the change of address.

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

By: _____
Mark Martin
General Manager

COSUMNES RIVER LAND, LLC

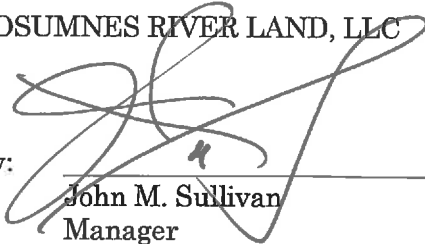
By: _____

John M. Sullivan
Manager

EXHIBIT A
Developer Project and Recycled Water Line

INVOICE Summary - 2019-615-1

Cosumnes River Land LLC

14670 Cantova Way Suite 220
P O Box 1280 -Rancho Murieta CA 95683-1280

Murieta Gardens Infrastructure

Date: Revised RW Backbone Infrastructure Invoice

SOBON LANE EXTENSION

BILL TO

**Rancho Murieta CSD
15160 Jackson Road P.O.Box 1050
Rancho Murieta, CA 95683-1050**

FOR

**SOBON LANE EXTENSION OF
RECYCLE WATER FACILITIES TO
MURIETA DRIVE (TNT)**

Attn: Tom Hennig Director of Administration

BUDGET \$22,500.00

<u>Description</u>	<u>Amount</u>
<u>256' 6" C-900 Class 200 purple water pipe</u>	<u>\$1,561.00</u>
<u>ARV</u>	<u>\$3,500.00</u>
<u>Recycle Water blow off Valve 1.ea.</u>	<u>\$2,558.00</u>
<u>Subtotal</u>	<u>\$7,619.00</u>
<u>Labor, Equipment and Bedding</u>	<u>No Charge</u>
<u>Engineering and Staking - Baker Williams Engineering Group</u>	<u>\$5,060.00</u>
<u>Project TOTAL</u>	<u>\$12,679.00</u>

Work performed for Cosumnes River Land (MG II Contract)

Cindy Moreno @ Cosumnes River Land (916)919-6673

2019 Recycle Water line to Lot 66

BAKER-WILLIAMS ENGINEERING GROUP

6020 Rutland Drive Suite 19
Carmichael , Ca 95628
(916)-331-4336 Fax (916-331-4430

July 15, 2019

John M. Sullivan
Cosumnes River Land, LLC
P.O. Box 1230
Rancho Murieta, CA 95683

Subject: Murieta Gardens II - Soft Cost for Recycle Water Line through Lot 66
Recycle Water Line from Sabon Ln through to 66 to Murieta Drive
Our File No. 13-08-062

Dear John

The following is the estimated engineering soft cost of the 256 LF of Recycled Water Line between Sobon Ln to Murieta Drive through lot 66.

RECYCLE WATER LINE ALONG SOBON LANE TO MURIETA DRIVE				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Partial Topography Survey Estimate	1 JOB	\$725.00	\$725.00
2	Engineering, Processing, Mapping Easement	1 JOB	\$3,085.00	\$3,085.00
3	Construction Staking Estimate	1 JOB	\$1,250.00	\$1,250.00
			TOTAL	\$5,060.00

Note:

- 1 This estimate is for soft cost associated with the design, permitting for the 6-inch Recycle Water Line through Lot 66
- 2 Agency inspection and plan check fees are excluded

If you have any questions or need additional information, please call.

BAKER-WILLIAMS ENGINEERING GROUP



Michael Robertson

Sobon Lane Reimbursement Agreement

Developer Substantiation Certificate

7.3 CERTIFICATE

This Certificate provides:

(a) describe the type and amount of all costs;

1. Once the County approvals were obtained for Murieta Gardens, Baker Williams Engineering initiated the overall grading plans for the initial over-excavation and re-compaction of certain portions of the 53 acres. This work provided Pads for the Hotel and Extended Stay portion of the property.

This work was followed by infrastructure improvements for the Hotel (Hotel onsite) and improvements to the north side of Legacy lane (Legacy Lane Infrastructure), along with the grading of the in-line pads for Raley's and the shops to be constructed in the future. Once infrastructure improvements for Legacy lane were installed, the Hotel was permitted and then constructed (2015)

2. Extensions of the initial Legacy lane infrastructure and drive isle up to parcel 10 was next along with the issuance by CalTrans, SacCounty and CSD of the permit to construct the irrigation work, highway improvements and second entry. (This work was necessary to open the Raley's store or sell lots in the Murieta Gardens II subdivision, but included through infrastructure extension and Highway 16 the final connections for the RW backbone from the yellow bridge area to South of Highway 16 [Commercial loop and 78])

2. The CalTrans project was then bid and let.

3. Improvement plans for MG II were approved and those lots were blue-topped (no improvements but streets and lot pads graded within 2/10th of an inch. (2016)

4. A further amendment to the Infrastructure was approved for utilities to Murieta Drive and drainage connections to the basin.

5. Water, Sewer, Drainage, etc. were installed in Gardens II in 2018-19

(b) describe the competitive or other process utilized by Developer to obtain the prices;

1. All contracts were either bid directly through Poelman construction or bid directly to CRL by various contractors. In addition to a competitive bid, job schedules were considered in selecting the general engineering contractor for CRL work.

2. The original dirt work (over-excavation and re-compaction of hotel, extended stay and in-line store pads) was contracted to Veer Kamp construction. (Other bidders were JDPasquetti, Teichert and Granite Construction)

3. The low bidder for the Infrastructure was Veer Kamp, but they were unable to provide a job schedule acceptable as to the original Hotel opening schedule. JDPasquetti was

selected for cost and schedule for Infrastructure Off-sites, Highway 16 and the original On-site Shopping Center work. JDPasquetti has continued to be the most competitive bidder for the rest of the site work, as they have had crews available to meet our schedules continuously since 2016. [As demonstrated on the 1(a) and 1(b) bore, casing and pipeline job issued to them on May 15th, they have provided sufficient manpower to complete work on schedule.]

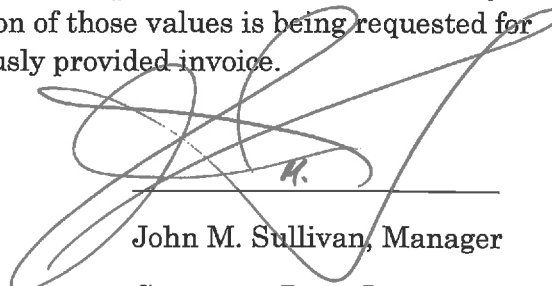
(c)substantiate that each cost item was actually incurred and paid by including appropriate documentation of each expense (e.g., copies of invoices, bills, canceled checks, credit card statements, expense reports, receipts or other proof of payment);

1. As to the Sobon Lan reimbursement, we have only asked to have the direct costs for materials and equipment. We did not segregate the costs for "prevailing wage", nor did we bid the short portion of the 6" recycle water line separately from the larger job. We are providing copies of the checks issued to J.D.Pasquetti for the portion of Sobon Lane as shown on the diagram.

Attached are all checks issued to J.D. Pasquetti for all 6" C-900 /2" blow off and ARV, from each pay request.

and (d) certify that the costs were actually and directly incurred and paid by Developer in the design and construction of the Recycled Water Line.

I certify that the costs shown on the schedule of values for MGII (6" Recycle Water Line- Purple Pipe) were actually completed by JDPasquetti under contract directly with Cosumnes River Land, and that a portion of those values is being requested for reimbursement as shown on the previously provided invoice.



John M. Sullivan, Manager
Cosumnes River Land, LLC
Murieta Gardens II Developer/

Cosumnes River Land, LLC

PO Box 1280
Rancho Murietta, CA 95683

American River Bank
Bradshaw Plaza 916-368-3400
Sacramento, CA

10169

90-4026/1211

8/14/2019

PAY
TO THE
ORDER OF

J.D. Pasquetti Inc.

\$ **208,055.70

Two Hundred Eight Thousand Fifty-Five and 70/100*****

DOLLARS

J.D. Pasquetti Inc
3032 Thunder Valley Ct., Suite 200
Lincoln, CA 95648



AUTHORIZED SIGNATURE

Security features included. Details on back.

MEMO

Application 10



Cosumnes River Land, LLC

10169

J.D. Pasquetti Inc.

8/14/2019

Date	Type	Reference
6/25/2019	Bill	3335

Original Amt.
208,055.70

Balance Due
208,055.70

Discount

Payment
208,055.70

Check Amount

208,055.70

American River Bank- Application 10

208,055.70

Cosumnes River Land, LLC

10169

J.D. Pasquetti Inc.

8/14/2019

Date	Type	Reference
6/25/2019	Bill	3335

Original Amt.
208,055.70

Balance Due
208,055.70

Discount

Payment
208,055.70

Check Amount

208,055.70

American River Bank- Application 10

208,055.70



JUN 28 2019

Application No: 10
 Invoice No: 3335
 Invoice Date: 6/25/2019
 Period To: 6/30/2019
 Project No:
 Contract Date: 5/18/2018

To(OWNER): Cosumnes River Land, LLC
 c/o Rancho Murietta Prop., LLC
 14670 Caintova Way, Suite 220
 Rancho Murietta, CA 95683

Project: Murietta Gardens II
 Murietta Drive & Legacy Lane
 Rancho Murietta, CA 95683

From: J.D. Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

Via(Architect/Engineer)

POSTED

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

Original Contract sum	2,524,935.00
Change Orders.....	362,773.00
Contract sum	2,887,708.00
Completed to date.....	2,877,388.00
Retainage.....	287,738.80
Total earned less retainage.....	2,589,649.20
Previous billings.....	2,381,593.50
Current payment due.....	208,055.70
Sales tax.....	0.00
Total due.....	208,055.70

APPROVED
[Signature]
 Arturo L. Velazquez

Pay from Cal

> PD COSTS

> M&E - RESIDENT

> SITE WORK

RET. PAY. - JDR

231,173.-
 (23,117.30)
 208,055.70

Invoice Total 231,173.00
 Less 10% Retention 23,117.30
 Total Due 208,055.70

Kenneth A. Metz
 Administrative Analyst
 6/25/19



To(OWNER): Cosumnes River Land, LLC
 c/o Rancho Murleta Prop., LLC
 14670 Canbya Way, Suite 220
 Rancho Murleta, CA 95683

From: J D Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

Via(Architect/
 Engineer)

Project: Murleta Gardens II
 Murleta Drive & Legacy Lane
 Rancho Murleta, CA 95683

Application No: 10
 Invoice No: 3335
 Invoice Date: 6/25/2019
 Period To: 6/30/2019
 Project No:
 Contract Date: 5/18/2018

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request	
E1	RAW WATER SYSTEM	1 LS	14,000.00	14,000.00	1	14,000.00	2,800.00	11,200.00	
E2	Raw Water Connection (No Valving) 6" C900 Class 150 Water Line (Purple Pipe)	1 LS	165,377.00	165,377.00	1	165,377.00	165,377.00	0.00	
E3	1" Raw Water Services w/Meter Box	1 LS	130,900.00	130,900.00	1	130,900.00	117,810.00	13,090.00	
E4	1" Raw Irrigation Services w/Meter Box	1 LS	5,100.00	5,100.00	1	5,100.00	4,590.00	510.00	
E5	6" Gate Valve w/Box	1 LS	21,780.00	21,780.00	1	21,780.00	21,780.00	0.00	
E6	2" Blow Off	1 LS	9,930.00	9,930.00	1	9,930.00	9,433.50	496.50	
E7	1" ARV	1 LS	9,600.00	9,600.00	1	9,600.00	9,120.00	480.00	
E8	Raw Water Mobilization	1 LS	4,300.00	4,300.00	1	4,300.00	4,300.00	0.00	
				<u>360,987.00</u>		<u>360,987.00</u>	<u>335,210.50</u>	<u>25,776.50</u>	
AC PAVING & CONCRETE									
F1	Place & Compact Wet Utility Spoils	1 LS	24,100.00	24,100.00	1	24,100.00	24,100.00	0.00	
F2	Traffic Control & Saw Cutting	1 LS	4,000.00	4,000.00	1	4,000.00	4,000.00	0.00	
F3	Finish Grade, AB & Curb & Gutter	1 LS	192,700.00	192,700.00	1	192,700.00	192,700.00	0.00	
F4	Finish Grade, AB & Concrete Sidewalks	1 LS	242,400.00	242,400.00	1	242,400.00	242,400.00	0.00	
F5	Concrete ADA Handicap Ramps	1 LS	16,300.00	16,300.00	1	16,300.00	16,300.00	0.00	
F6	Finish Grade & Pave 3" AC on 8" AB	1 LS	303,800.00	303,800.00	1	303,800.00	303,800.00	0.00	
F7	1" AC Overlay on Legacy Lane	1 LS	30,250.00	30,250.00	1	30,250.00	3,025.00	27,225.00	
F8	Patch Pave Wet Utility Trenches on Legacy Lane	1 LS	15,100.00	15,100.00	1	15,100.00	15,100.00	0.00	
F9	Striping & Signage per Plan	1 LS	7,500.00	7,500.00	1	7,500.00	0.00	7,500.00	
				<u>836,150.00</u>		<u>836,150.00</u>	<u>801,425.00</u>	<u>34,725.00</u>	

Change Order #1

Cosumnes River Land, LLC

PO Box 1280
Rancho Muneta, CA 95683

American River Bank
Bradshaw Plaza 916-368-3400
Sacramento, CA

10045

90-4028/1211

2/26/2019

PAY
TO THE
ORDER OF

J.D. Pasquetti Inc.

\$ **305,000.10

Three Hundred Five Thousand and 10/100***** DOLLARS

J.D. Pasquetti Inc
3032 Thunder Valley Ct., Suite 200
Lincoln, CA 95648

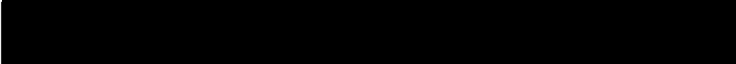


AUTHORIZED SIGNATURE

Security features included. Details on back.

MEMO

Application 7



Cosumnes River Land, LLC

10045

J.D. Pasquetti Inc.

2/26/2019

Date Type Reference
1/31/2019 Bill 3311

Original Amt.
305,000.10

Balance Due
305,000.10

Discount
Check Amount

Payment
305,000.10
305,000.10

American River Bank- Application 7

305,000.10

Cosumnes River Land, LLC

10045

J.D. Pasquetti Inc.

2/26/2019

Date Type Reference
1/31/2019 Bill 3311

Original Amt.
305,000.10

Balance Due
305,000.10

Discount
Check Amount

Payment
305,000.10
305,000.10

American River Bank- Application 7

305,000.10

FEB 12 2019



Project: Murietta Gardens II
Murietta Drive & Legacy Lane
Rancho Murietta, CA 95683

Via (Architect/
Engineer)

To (OWNER): Cosumnes River Land, LLC
c/o Rancho Murietta Prop., LLC
14670 Cantova Way, Suite 220
Rancho Murietta, CA 95683
From: J D Pasquetti, Inc.
3832 Thunder Valley Court
Suite 200
Lincoln, CA 95648
(916) 543-9401

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

Original Contract sum	2,524,935.00
Change Orders.....	72,937.00
Contract sum	2,597,872.00
Completed to date.....	2,438,296.00
Retainage.....	243,829.60
Total earned less retainage.....	2,194,466.40
Previous billings.....	1,889,466.30
Current payment due.....	305,000.10
Sales tax.....	0.00
Total due.....	305,000.10

Application No: 7
Invoice No: 3311
Invoice Date: 1/31/2019
Period To: 1/31/2019
Project No:
Contract Date: 5/18/2018

POSTED

CEL
SPD COSTS
> MURIELLA GARDENS II
78 RES LOTS
> SITE WORK JDP
> Retention payable
> HG II RES LOTS JDP

Approved
Antonio I. Velaz, CPO 2/11/19

Invoice Total: 338,889
Less 10% Ret: 33,888.90
Total Due = 305,000.10
Elizabeth Strueman
OFFICE MANAGER
02/11/2019



To(OWNER): Cosumnes River Land, LLC
 c/o Rancho Murleta Prop., LLC
 14670 Cantova Way, Suite 220
 Rancho Murleta, CA 95683
 From: J D Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

Via (Architect/
 Engineer)

Project: Murleta Gardens II
 Murleta Drive & Legacy Lane
 Rancho Murleta, CA 95683
 Application No: 7
 Invoice No: 3311
 Invoice Date: 1/31/2019
 Period To: 1/31/2019
 Project No:
 Contract Date: 5/18/2018

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
RAW WATER SYSTEM								
E1	Raw Water Connection (No Valving)	1 LS	14,000.00	14,000.00	0.2	2,800.00	0.00	2,800.00
E2	6" C900 Class 150 Water Line (Purple Pipe)	1 LS	165,377.00	165,377.00	1	165,377.00	165,377.00	0.00
E3	1" Raw Water Services w/Meter Box	1 LS	130,900.00	130,900.00	0.9	117,810.00	117,810.00	0.00
E4	1" Raw Irrigation Services w/Meter Box	1 LS	5,100.00	5,100.00	0.9	4,590.00	4,590.00	0.00
E5	6" Gate Valve w/Box	1 LS	21,780.00	21,780.00	1	21,780.00	21,780.00	0.00
E6	2" Blow Off	1 LS	9,930.00	9,930.00	0.95	9,433.50	9,433.50	0.00
E7	1" ARV	1 LS	9,600.00	9,600.00	0.95	9,120.00	9,120.00	0.00
E8	Raw Water Mobilization	1 LS	4,300.00	4,300.00	1	4,300.00	4,300.00	0.00
				<u>360,987.00</u>		<u>335,210.50</u>	<u>332,410.50</u>	<u>2,800.00</u>
AC PAVING & CONCRETE								
F1	Place & Compact Wet Utility Spalls	1 LS	24,100.00	24,100.00	1	24,100.00	24,100.00	0.00
F2	Traffic Control & Saw Cutting	1 LS	4,000.00	4,000.00	0.25	1,000.00	1,000.00	0.00
F3	Finish Grade, AB & Curb & Gutter	1 LS	192,700.00	192,700.00	1	192,700.00	134,890.00	57,810.00
F4	Finish Grade, AB & Concrete Sidewalks	1 LS	242,400.00	242,400.00	0.7	169,680.00	121,200.00	48,480.00
F5	Concrete ADA Handicap Ramps	1 LS	16,300.00	16,300.00	0.7	11,410.00	8,150.00	3,260.00
F6	Finish Grade & Pave 3" AC on 8" AB	1 LS	303,800.00	303,800.00	1	303,800.00	182,280.00	121,520.00
F7	1" AC Overlay on Legacy Lane	1 LS	30,250.00	30,250.00	0	0.00	0.00	0.00
F8	Patch Pave Wet Utility Trenches on Legacy Lane	1 LS	15,100.00	15,100.00	1	15,100.00	0.00	15,100.00
F9	Striping & Signage, per Plan	1 LS	7,500.00	7,500.00	0	0.00	0.00	0.00
				<u>836,150.00</u>		<u>717,790.00</u>	<u>471,620.00</u>	<u>246,170.00</u>

Change Order #1

Cosumnes River Land, LLC

PO Box 1280
Rancho Murietta, CA 95683

American River Bank
Bradshaw Plaza 916-368-3400
Sacramento, CA

10032

90-4026/1211

1/7/2019

PAY
TO THE
ORDER OF

J.D. Pasquetti Inc.

\$ **369,942.03

Three Hundred Sixty-Nine Thousand Nine Hundred Forty-Two and 03/100***** DOLLARS

J.D. Pasquetti Inc
3032 Thunder Valley Ct., Suite 200
Lincoln, CA 95648



AUTHORIZED SIGNATURE

MP

MEMO



Security features include: Details on back.

Cosumnes River Land, LLC

10032

J.D. Pasquetti Inc.

Date Type Reference
11/30/2018 Bill 3302

Original Amt.
369,942.03

Balance Due
369,942.03

1/7/2019
Discount
Check Amount

Payment
369,942.03
369,942.03

American River Bank-

369,942.03

Cosumnes River Land, LLC

10032

J.D. Pasquetti Inc.

Date Type Reference
11/30/2018 Bill 3302

Original Amt.
369,942.03

Balance Due
369,942.03

1/7/2019
Discount
Check Amount

Payment
369,942.03
369,942.03

American River Bank-

369,942.03



To (OWNER): Cosumnes River Land, LLC
 c/o Rancho Murleta Prop., LLC
 14670 Canbya Way, Suite 220
 Rancho Murleta, CA 95683

From: J.D. Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

Via (Architect/
 Engineer)

Project: Murleta Gardens II
 Murleta Drive & Legacy Lane
 Rancho Murleta, CA 95683

Application No: 5
 Invoice No: 3302
 Invoice Date: 11/30/2018
 Period To: 11/30/2018
 Project No:
 Contract Date: 5/18/2018

(REVISED)

POSTED

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

Original Contract sum	2,524,935.00
Change Orders	48,450.00
Contract sum	2,573,385.00
Completed to date	1,926,139.00
Retainage	192,613.90
Total earned less retainage	1,733,525.10
Previous billings	1,363,583.07
Current payment due	369,942.03
Sales tax	0.00
Total due	369,942.03

Pay you del

APPROVED

Antonio I. Velez

12/1/18

ANTONIO I. VELEZ, CFO

✓ 2018
 ✓ 770 0828
 ✓ MS II
 ✓ 778 Res lots site work
 ✓ Retention payable
 ✓ M&E Res lots JDP

Invoice Total: 411,046.70
 Less 10% Retain: 41,104.67
 Invoice Total: 369,942.03

Eligible Structures
 OFFICE MANAGER
 1204 201C



To(OWNER): Cosumnes River Land, LLC
 c/o Rancho Murleta Prop., LLC
 14670 Cantova Way, Suite 220
 Rancho Murleta, CA 95683

From: J.D. Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

Project: Murleta Gardens II
 Murleta Drive & Legacy Lane
 Rancho Murleta, CA 95683

Via (Architect/
 Engineer)

Application No: 5
 Invoice No: 3302
 Invoice Date: 11/30/2018
 Period To: 11/30/2018
 Project No:
 Contract Date: 5/18/2018

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
RAW WATER SYSTEM								
E1	Raw Water Connection (No Valving)	1 LS	14,000.00	14,000.00	0	0.00	0.00	0.00
E2	6" C900 Class 150 Water Line (Purple Pipe)	1 LS	165,377.00	165,377.00	1	165,377.00	148,839.30	16,537.70
E3	1" Raw Water Services w/Meter Box	1 LS	130,900.00	130,900.00	0.9	117,810.00	117,810.00	0.00
E4	1" Raw Irrigation Services w/Meter Box	1 LS	5,100.00	5,100.00	0.9	4,590.00	4,080.00	510.00
E5	6" Gate Valve w/Box	1 LS	21,780.00	21,780.00	1	21,780.00	20,691.00	1,089.00
E6	2" Blow Off	1 LS	9,930.00	9,930.00	0.95	9,493.50	8,937.00	496.50
E7	1" ARV	1 LS	9,600.00	9,600.00	0.95	9,120.00	8,640.00	480.00
E8	Raw Water Mobilization	1 LS	4,300.00	4,300.00	1	4,300.00	4,300.00	0.00
				<u>360,987.00</u>		<u>332,410.50</u>	<u>313,297.30</u>	<u>19,113.20</u>
AC PAVING & CONCRETE								
F1	Place & Compact Wet Utility Spoils	1 LS	24,100.00	24,100.00	1	24,100.00	19,280.00	4,820.00
F2	Traffic Control & Saw Cutting	1 LS	4,000.00	4,000.00	0.25	1,000.00	0.00	1,000.00
F3	Finish Grade, AB & Curb & Gutter	1 LS	192,700.00	192,700.00	0.3	57,810.00	0.00	57,810.00
F4	Finish Grade, AB & Concrete Sidewalks	1 LS	242,400.00	242,400.00	0.3	72,720.00	0.00	72,720.00
F5	Concrete ADA Handicap Ramps	1 LS	16,300.00	16,300.00	0.3	4,890.00	0.00	4,890.00
F6	Finish Grade & Pave: 3" AC on 8" AB	1 LS	303,800.00	303,800.00	0.5	151,900.00	0.00	151,900.00
F7	1" AC Overlay on Legacy Lane	1 LS	30,250.00	30,250.00	0	0.00	0.00	0.00
F8	Patch Pave Wet Utility Trenches on Legacy Lane	1 LS	15,100.00	15,100.00	0	0.00	0.00	0.00
F9	Striping & Signage per Plan	1 LS	7,500.00	7,500.00	0	0.00	0.00	0.00
				<u>836,150.00</u>		<u>312,420.00</u>	<u>19,280.00</u>	<u>293,140.00</u>

Change Order #1

Cosumnes River Land, LLC

PO Box 1280
Rancho Murieta, CA 95683

American River Bank
Bradshaw Plaza 916-368-3400
Sacramento, CA

10022

90-4026/1211

11/5/2018

PAY
TO THE
ORDER OF

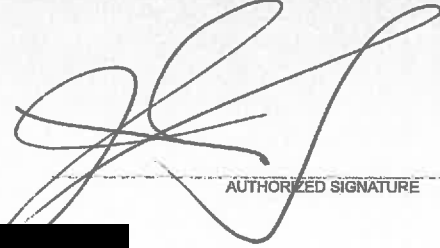
J.D. Pasquetti Inc.

\$ **658,634.13

Six Hundred Fifty-Eight Thousand Six Hundred Thirty-Four and 13/100*****

DOLLARS

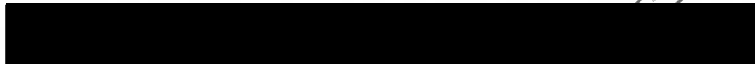
J.D. Pasquetti Inc
3032 Thunder Valley Ct., Suite 200
Lincoln, CA 95648



AUTHORIZED SIGNATURE

Security features included. Details on back.

MEMO



Cosumnes River Land, LLC

10022

J.D. Pasquetti Inc.

Date	Type	Reference
9/30/2018	Bill	3278

Original Amt.
658,634.13

Balance Due
658,634.13

11/5/2018
Discount
Check Amount

Payment
658,634.13
658,634.13

American River Bank-

658,634.13

Cosumnes River Land, LLC

10022

J.D. Pasquetti Inc.

Date	Type	Reference
9/30/2018	Bill	3278

Original Amt.
658,634.13

Balance Due
658,634.13

11/5/2018
Discount
Check Amount

Payment
658,634.13
658,634.13

American River Bank-

658,634.13



OCT 3 0 2018

To(OWNER): Cosumes River Land, LLC
 c/o Rancho Murieta Prop., LLC
 14670 Cantova Way, Suite 220
 Rancho Murieta, CA 95683

Project: Murieta Gardens II
 Murieta Drive & Legacy Lane
 Rancho Murieta, CA 95683

From: J.D. Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

Application No: 3
 Invoice No: 3278
 Invoice Date: 9/26/2018
 Period To: 9/30/2018
 Project No:
 Contract Date: 5/18/2018

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete:

Original Contract sum	2,524,935.00
Change Orders	48,450.00
Contract sum	2,573,385.00
Completed to date	1,334,841.80
Retainage	133,484.18
Total earned less retainage	1,201,357.62
Previous billings	542,723.49
Current payment	658,634.13
Sales tax	0.00
Total due	658,634.13

*Pay from
CPL*

*CPL
 > PD costs
 > Murieta Gardens II
 78 Res. Lots - site work
 > Retention payable
 > HGII 78 Res. Lots JKP*

Invoice Total: 731,815.10
 Less 10% Retention: 73,181.51
 Total Due: 658,634.13

Elizabeth Stevenson
 Office Manager
 Office 916-201-6016

POSTED

JKP



Project: Murietta Gardens II
 Murietta Drive & Legacy Lane
 Rancho Murietta, CA 95683

Tal(OWNER): Cosumnes River Land, LLC
 c/o Rancho Murietta Prop., LLC
 14670 Cantova Way, Suite 220
 Rancho Murietta, CA 95683
 From: J D Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

Via/Architect/
 Engineer)

Application No: 3
 Invoice No: 3278
 Invoice Date: 9/26/2018
 Period To: 9/30/2018
 Project No:
 Contract Date: 5/18/2018

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
RAW WATER SYSTEM								
E1	Raw Water Connection (No Valving)	1 LS	14,000.00	14,000.00	0	0.00	0.00	0.00
E2	6" C900 Class 150 Water Line (Purple Pipe)	1 LS	165,377.00	165,377.00	0.9	148,839.30	49,613.10	99,226.20
E3	1" Raw Water Services w/Meter Box	1 LS	130,900.00	130,900.00	0.9	117,810.00	26,180.00	91,630.00
E4	1" Raw Irrigation Services w/Meter Box	1 LS	5,100.00	5,100.00	0.2	1,020.00	1,020.00	0.00
E5	6" Gate Valve w/Box	1 LS	21,780.00	21,780.00	0.9	19,602.00	4,356.00	15,246.00
E6	2" Blow Off	1 LS	9,930.00	9,930.00	0.9	8,937.00	1,986.00	6,951.00
E7	1" ARV	1 LS	9,600.00	9,600.00	0.9	8,640.00	1,920.00	6,720.00
E8	Raw Water Mobilization	1 LS	4,300.00	4,300.00	1	4,300.00	4,300.00	0.00
				<u>360,987.00</u>		<u>309,148.30</u>	<u>89,375.10</u>	<u>219,773.20</u>
AC PAVING & CONCRETE								
F1	Place & Compact Wet Utility Spoils	1 LS	24,100.00	24,100.00	0.6	14,460.00	9,640.00	4,820.00
F2	Traffic Control & Saw Cutting	1 LS	4,000.00	4,000.00	0	0.00	0.00	0.00
F3	Finish Grade, AB & Curb & Gutter	1 LS	192,700.00	192,700.00	0	0.00	0.00	0.00
F4	Finish Grade, AB & Concrete Sidewalks	1 LS	242,400.00	242,400.00	0	0.00	0.00	0.00
F5	Concrete ADA Handicap Ramps	1 LS	16,300.00	16,300.00	0	0.00	0.00	0.00
F6	Finish Grade & Pave 3" AC on 8" AB	1 LS	303,800.00	303,800.00	0	0.00	0.00	0.00
F7	1" AC Overlay on Legacy Lane	1 LS	30,250.00	30,250.00	0	0.00	0.00	0.00
F8	Patch Pave Wet Utility Trenches on Legacy Lane	1 LS	15,100.00	15,100.00	0	0.00	0.00	0.00
F9	Striping & Signage per Plan	1 LS	7,500.00	7,500.00	0	0.00	0.00	0.00
				<u>836,150.00</u>		<u>14,460.00</u>	<u>9,640.00</u>	<u>4,820.00</u>

Change Order #1

Cosumnes River Land, LLC

PO Box 1280
Rancho Murieta, CA 95683

American River Bank
Bradshaw Plaza 818-368-3400
Sacramento, CA

10017

90-4028/1211

10/4/2018

PAY
TO THE
ORDER OF

J.D. Pasquetti Inc.

\$ **297,612.99

Two Hundred Ninety-Seven Thousand Six Hundred Twelve and 99/100***** DOLLARS

J.D. Pasquetti Inc
3032 Thunder Valley Ct., Suite 200
Lincoln, CA 95648



AUTHORIZED SIGNATURE

MEMO



Security features included. Details on back.

Cosumnes River Land, LLC

10017

J.D. Pasquetti Inc.

10/4/2018

Date Type Reference
8/27/2018 Bill 3267 2

Original Amt.
297,612.99

Balance Due
297,612.99

Discount

Payment
297,612.99

Check Amount

297,612.99

American River Bank-

297,612.99

Cosumnes River Land, LLC

10017

J.D. Pasquetti Inc.

10/4/2018

Date Type Reference
8/27/2018 Bill 3267 2

Original Amt.
297,612.99

Balance Due
297,612.99

Discount

Payment
297,612.99

Check Amount

297,612.99

American River Bank-

297,612.99



SEP 12 2018

To(OWNER): Cosumnes River Land, LLC

c/o Rancho Murfeta Prop., LLC
14670 Cantoya Way, Suite 220
Rancho Murfeta, CA 95683

From: J D Pasquetti, Inc.
3032 Thunder Valley Court
Suite 200
Lincoln, CA 95648
(916) 543-9401

Project: Murfeta Gardens II
Murfeta Drive & Legacy Lane
Rancho Murfeta, CA 95683

Via(Architect)/
Engineer

Application No: 2
Invoice No: 3267
Invoice Date: 8/27/2018
Period To: 8/31/2018
Project No:
Contract Date: 5/18/2018

Page 1

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

Original Contract sum	2,524,935.00
Change Orders.....	3,853.00
Contract sum	2,528,788.00
Completed to date.....	603,026.10
Retainage.....	60,302.61
Total earned less retainage	542,723.49
Previous billings.....	245,110.50
Current payment due.....	297,612.99
Sales tax.....	0.00
Total due.....	<u>297,612.99</u>

POSTED

APPROVED
Antoni P. J. [Signature] 9/3/18

> ALL
> PD Orders
> Murfeta Gardens II
> 78 Residential Lots
> site work IDP
> Retention payable
> MG II 78 Rod. Lots IDP

Invoice Total: 330,681.10
Less 10% Ret: \$ 33,068.11
TOTAL DUE: \$ 297,612.99

Elizabeth Steverson
08-27-2018
OFFICE MANAGER



Project: Murietta Gardens II
 Murietta Drive & Legacy Lane
 Rancho Murietta, CA 95683

To(OWNER): Cosumnes River Land, LLC

c/o Rancho Murietta Prop, LLC

14670 Cantova Way, Suite 220

Rancho Murietta, CA 95683

From: J D Pasquetti, Inc.

3032 Thunder Valley Court

Suite 200

Lincoln, CA 95648

(916) 543-9401

Application No: 2

Invoice No: 3267

Invoice Date: 8/27/2018

Period To: 8/31/2018

Project No:

Contract Date: 5/18/2018

Page 5

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
RAW WATER SYSTEM								
E1	Raw Water Connection (No Valving)	1 LS	14,000.00	14,000.00	0	0.00	0.00	0.00
E2	6" C900 Class 150 Water Line (Purple Pipe)	1 LS	165,377.00	165,377.00	0.3	49,613.10	0.00	49,613.10
E3	1" Raw Water Services w/Meter Box	1 LS	130,900.00	130,900.00	0.2	26,180.00	0.00	26,180.00
E4	1" Raw Irrigation Services w/Meter Box	1 LS	5,100.00	5,100.00	0.2	1,020.00	0.00	1,020.00
E5	6" Gate Valve w/Box	1 LS	21,780.00	21,780.00	0.2	4,356.00	0.00	4,356.00
E6	2" Blow Off	1 LS	9,930.00	9,930.00	0.2	1,986.00	0.00	1,986.00
E7	1" ARV	1 LS	9,600.00	9,600.00	0.2	1,920.00	0.00	1,920.00
E8	Raw Water Mobilization	1 LS	4,300.00	4,300.00	1	4,300.00	0.00	0.00
				<u>360,987.00</u>		<u>89,375.10</u>	<u>4,300.00</u>	<u>85,075.10</u>
AC PAVING & CONCRETE								
F1	Place & Compact Wet Utility Spoils	1 LS	24,100.00	24,100.00	0.4	9,640.00	0.00	9,640.00
F2	Traffic Control & Saw Cutting	1 LS	4,000.00	4,000.00	0	0.00	0.00	0.00
F3	Finish Grade, AB & Curb & Gutter	1 LS	192,700.00	192,700.00	0	0.00	0.00	0.00
F4	Finish Grade, AB & Concrete Sidewalks	1 LS	242,400.00	242,400.00	0	0.00	0.00	0.00
F5	Concrete ADA Handicap Ramps	1 LS	16,300.00	16,300.00	0	0.00	0.00	0.00
F6	Finish Grade & Pave 3" AC on 8" AB	1 LS	303,800.00	303,800.00	0	0.00	0.00	0.00
F7	1" AC Overlay on Legacy Lane	1 LS	30,250.00	30,250.00	0	0.00	0.00	0.00
F8	Patch Pave Wet Utility Trenches on Legacy Lane	1 LS	15,100.00	15,100.00	0	0.00	0.00	0.00
F9	Striping & Signage per Plan	1 LS	7,500.00	7,500.00	0	0.00	0.00	0.00
				<u>836,150.00</u>		<u>9,640.00</u>	<u>0.00</u>	<u>9,640.00</u>

Change Order #1

Cosumnes River Land, LLC

PO Box 1280
Rancho Murieta, CA 95683

American River Bank
Bradshaw Plaza 916-368-3400
Sacramento, CA

10013

90-4026/1211

8/28/2018

PAY
TO THE
ORDER OF

J.D. Pasquetti

\$ **245,110.50

Two Hundred Forty-Five Thousand One Hundred Ten and 50/100***** DOLLARS

J.D. Pasquetti Inc
3032 Thunder Valley Ct., Suite 200
Lincoln, CA 95648



AUTHORIZED SIGNATURE

Security features included. Details on back.

MEMO



Cosumnes River Land, LLC

10013

J.D. Pasquetti

8/28/2018

Date Type Reference
7/31/2018 Bill 3262

Original Amt.
245,110.50

Balance Due
245,110.50

Discount

Payment
245,110.50

Check Amount

245,110.50

American River Bank-

245,110.50

Cosumnes River Land, LLC

10013

J.D. Pasquetti

8/28/2018

Date Type Reference
7/31/2018 Bill 3262

Original Amt.
245,110.50

Balance Due
245,110.50

Discount

Payment
245,110.50

Check Amount

245,110.50

American River Bank-

245,110.50



Project: Murieta Gardens II
 Murieta Drive & Legacy Lane
 Rancho Murieta, CA 95683

Via (Architect/
 Engineer)

Application No: 1
 Invoice No: 3262
 Invoice Date: 7/31/2018
 Period To: 7/31/2018
 Project No:
 Contract Date: 5/18/2018

To (OWNER): Cosumnes River Land, LLC

c/o Rancho Murieta Prop., LLC
 14670 Cantova Way, Suite 220
 Rancho Murieta, CA 95683
 From: J D Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

Original Contract sum	2,524,935.00
Change Orders	3,853.00
Contract sum	2,528,788.00
Completed to date	272,345.00
Retainage	27,234.50
Total earned less retainage	245,110.50
Previous billings	0.00
Current payment due	245,110.50
Sales tax	0.00
Total due	245,110.50

POSTED

AUG 03 2018

OK Tony
 Pay from CEL

212,345.00
 < 27,234.50 >
 245,110.50

 > CEL costs
 > 78 Basis lots
 > MGII 78 Basis lots
 > Site work - JDP
 > Reten. payable
 > MGII 78 Basis lots



To(OWNER): Cosumnes River Land, LLC
 c/o Rancho Murleta Prop., LLC
 14670 Cantova Way, Suite 220
 Rancho Murleta, CA 95683

From: J D Pasquetti, Inc.
 3032 Thunder Valley Court
 Suite 200
 Lincoln, CA 95648
 (916) 543-9401

Project: Murleta Gardens II
 Murleta Drive & Legacy Lane
 Rancho Murleta, CA 95683

Via(Architect/
 Engineer)

Application No: 1.
 Invoice No: 3262
 Invoice Date: 7/31/2018
 Period To: 7/31/2018
 Project No:
 Contract Date: 5/18/2018

For: Site Prep/Grading/Sewer/Storm/Water/Paving/Concrete

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
RAW WATER SYSTEM								
E1	Raw Water Connection (No Valving)	1 LS	14,000.00	14,000.00	0	0.00	0.00	0.00
E2	6" C900 Class 150 Water Line (Purple Pipe)	1 LS	165,377.00	165,377.00	0	0.00	0.00	0.00
E3	1" Raw Water Services w/Meter Box	1 LS	130,900.00	130,900.00	0	0.00	0.00	0.00
E4	1" Raw Irrigation Services w/Meter Box	1 LS	5,100.00	5,100.00	0	0.00	0.00	0.00
E5	6" Gate Valve w/Box	1 LS	21,780.00	21,780.00	0	0.00	0.00	0.00
E6	2" Blow Off	1 LS	9,930.00	9,930.00	0	0.00	0.00	0.00
E7	1" ARV	1 LS	9,600.00	9,600.00	0	0.00	0.00	0.00
E8	Raw Water Mobilization	1 LS	4,300.00	4,300.00	1	4,300.00	0.00	4,300.00
				<u>360,987.00</u>		<u>4,300.00</u>	<u>0.00</u>	<u>4,300.00</u>
AC PAVING & CONCRETE:								
F1	Place & Compact Wet Utility Spoils	1 LS	24,100.00	24,100.00	0	0.00	0.00	0.00
F2	Traffic Control & Saw Cutting	1 LS	4,000.00	4,000.00	0	0.00	0.00	0.00
F3	Finish Grade, AB: & Curb & Gutter	1 LS	192,700.00	192,700.00	0	0.00	0.00	0.00
F4	Finish Grade, AB: & Concrete Sidewalks	1 LS	242,400.00	242,400.00	0	0.00	0.00	0.00
F5	Concrete ADA Handicap Ramps	1 LS	16,300.00	16,300.00	0	0.00	0.00	0.00
F6	Finish Grade & Pave 3" AC on 8" AB	1 LS	303,800.00	303,800.00	0	0.00	0.00	0.00
F7	1" AC Overlay on Legacy Lane	1 LS	30,250.00	30,250.00	0	0.00	0.00	0.00
F8	Patch Pave Wet Utility Trenches on Legacy Lane	1 LS	15,100.00	15,100.00	0	0.00	0.00	0.00
F9	Striping & Signage per Plan	1 LS	7,500.00	7,500.00	0	0.00	0.00	0.00
RFC 1	Pump Water	1 LS	3,853.00	3,853.00	1	3,853.00	0.00	3,853.00
				<u>836,150.00</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
				3,853.00		3,853.00	0.00	3,853.00

TOTAL: 272,345

MEMORANDUM

Date: September 9, 2019
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Master Water Right Permit Renewal Proposal

RECOMMENDED ACTION

Review proposal from Wagner & Bonsinore – Consulting Civil Engineers for assistance with master water right petition for extension of time and approve costs estimated up to \$45,000.

If approved by the committee this item is forwarded to the Board for review and approval as:

Approve proposal from Wagner & Bonsinore – Consulting Civil Engineers in an amount of up to \$45,000. Funding to come from Water Operations budget.

COSTS

Work would include the items listed in phase I and II of the proposal as noted:

Phase I (\$5,000)

- 1) Prepare Petition for Extension of Time forms for Permit 16762 to be filed with the State Water Resources Control Board (SWRCB);
- 2) Update District's previous Initial Study/Mitigated Negative Declaration used for its last Extension;
- 3) Teleconference and/or meeting with California Department of Fish & Wildlife and SWRCB staff regarding Petition prior to filing;
- 4) Review the Public Notice of the Petition when prepared by SWRCB.

Phase II (\$27,000)

- 1) Coordinate with District to respond to any protests received on Petition;
- 2) Coordinate with District to respond to any comments on Initial Study/Mitigated Negative Declaration;
- 3) Revise Petition and/or Initial Study/Mitigation Negative Declaration if necessary;
- 4) Review draft order issued by the SWRCB granting extension of time;
- 5) Assist District with compliance with terms and conditions of Order.

Phase III (cost not listed as its not known if it will be necessary)

- 1) Coordinate with District to respond to any protests received on Petition;
- 2) Coordinate with District to respond to any comments on Initial Study/Mitigated Negative Declaration;
- 3) Revise Petition and/or Initial Study/Mitigation Negative Declaration if necessary;
- 4) Review draft order issued by the SWRCB granting extension of time;
- 5) Assist District with compliance with terms and conditions of Order.

I added an estimate of \$13,000 to cover phase III items. Any work needed from our water rights attorney, Jesse Barton is estimated to be minimal and covered through water operations funding.

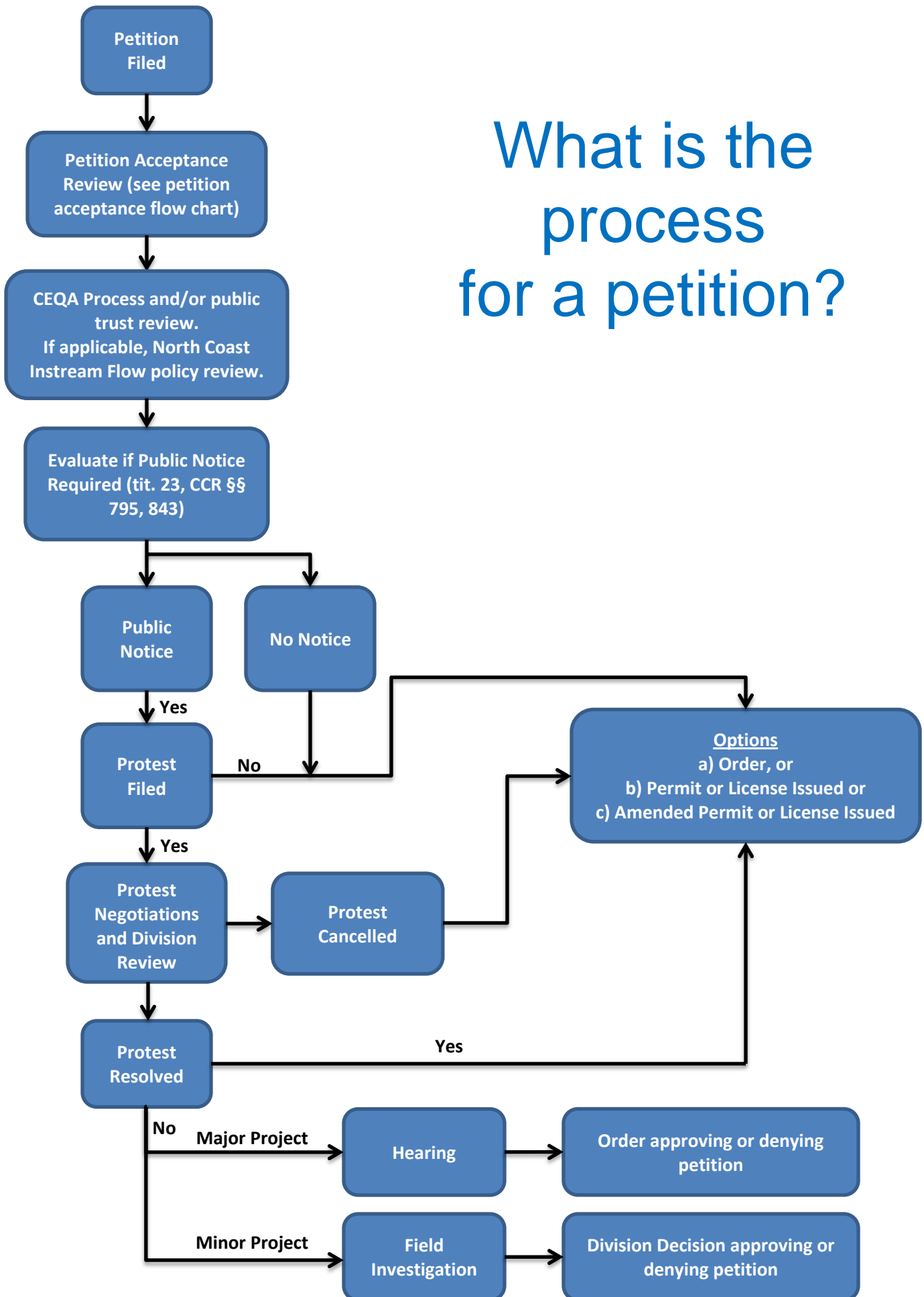
BACKGROUND

As the District cannot convey the “full beneficial use” of water within its master water rights permit by the year 2020, we must file a petition to renew this water right with an extension until some point in the future where we believe it will be used. As the December 1, 2020 deadline to file a new extension approaches, we are requesting assistance with the process required to file for a new extension.

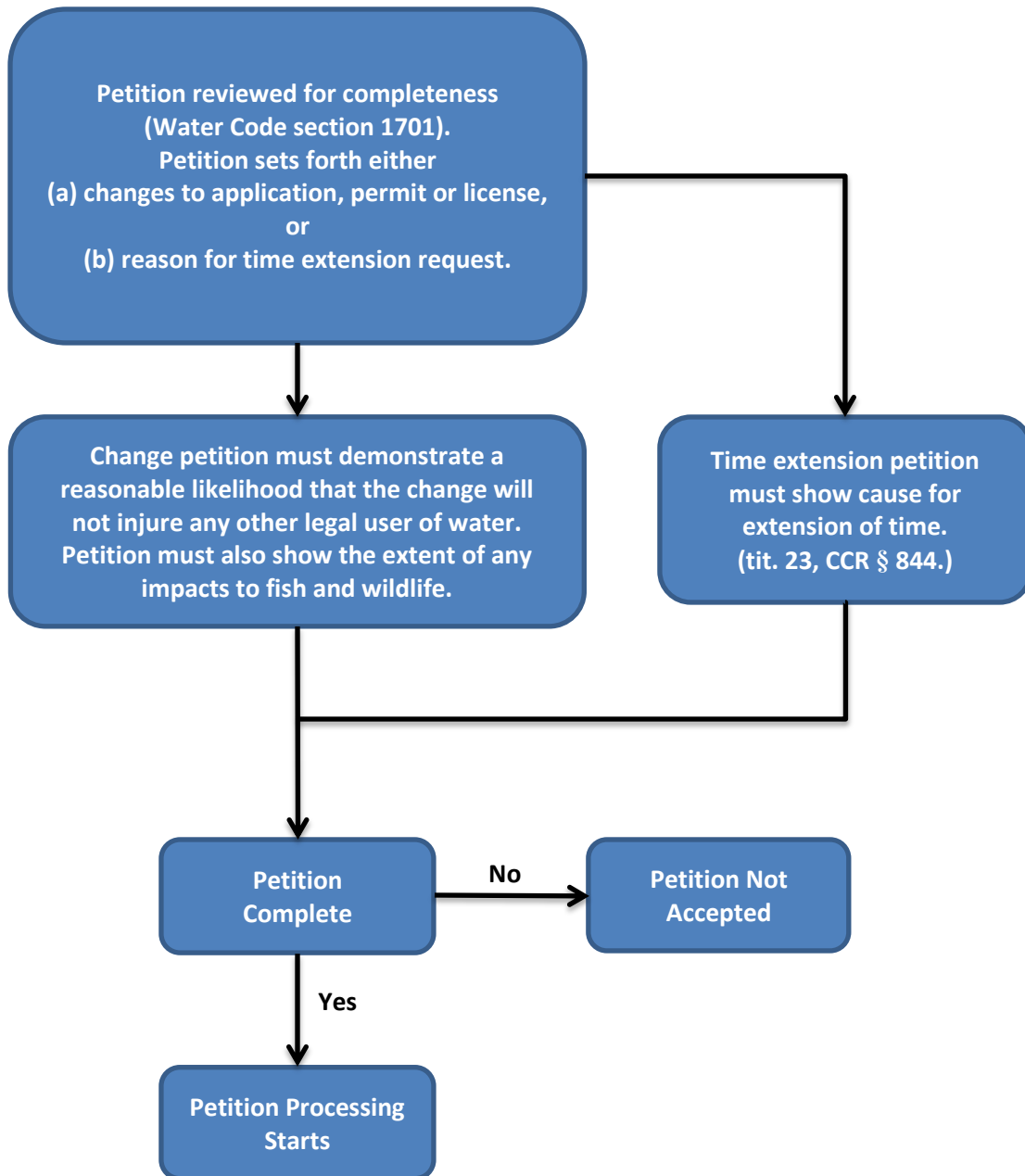
The District's primary water permit which allows diversion of water from the Cosumnes River to our storage reservoirs originated in 1969 and was assigned to the District in 1988. It originally required full beneficial use to be completed by December 1, 1990. As the community had not built out in that time where the District could portray the full beneficial use of water, a petition for extension was filed and the SWRCB and they granted an extension to complete diversion works construction to December 1, 1990, and the time to complete beneficial use to December 1, 2000. The same issue arose and again on November 29, 2000, the District filed a second petition to extend time to complete construction and beneficial use by another ten years. On September 20, 2006, the District filed an amended petition to drop the portion of the petition seeking to extend the time to complete construction and add another ten (10) years to the time to complete beneficial use until 2020. Because the District dropped the portion of the petition seeking to extend the time to complete construction, there is some question as to whether new diversion works may be constructed (i.e. new diversion or storage facilities may be constructed) under this Permit. When the last extension was granted, the time to complete beneficial use was extended to December 1, 2020 (10 years from the first petition plus 10 more years from the amended petition). On November 15, 2006, the SWRCB granted the petition for extension and thereby extended the time to complete beneficial use to December 1, 2020.

Their proposal is attached. The process is outlined on the Department of Water Resources website in flow charts as follow:

What is the process for a petition?



Petition acceptance review process



Wagner & Bonsignore

Consulting Civil Engineers, A Corporation

Nicholas F. Bonsignore, P.E.
Robert C. Wagner, P.E.
Paula J. Whealen

David H. Peterson, CEG, CHG
David P. Lounsbury, P.E.
Vincent Maples, P.E.
Patrick W. Ervin, P.E.
Martin Berber, P.E.
Ryan E. Stolfus

James C. Hanson, P.E.
Henry S. Matsunaga

August 20, 2019

Mr. Jesse W. Barton
Gallery & Barton, a Professional Law Corporation
1112 I Street, Suite 240
Sacramento, CA 95814
Via email: JBarton@GalleyBartonLaw.com

Re: Rancho Murieta Community Services District – Water Rights

Dear Mr. Barton:

This is to provide you with a brief scope of work and estimate of costs associated with Rancho Murieta Community Services District (“District”) located in Sacramento County. We understand that the District desires to obtain an Extension of Time from the State Water Resources Control Board (“SWRCB”) for its water right Permit 16762 (A023416). We understand that the Permit expires at the end of 2020. Such extension, if granted, would allow additional time beyond that date for development of the community to make full beneficial use of the water authorized by the Permit. We suggest that this work be completed in phases. The suggested tasks for the first two phases would include the following:

Phase I

- 1) Review documents provided by District and its representatives;
- 2) Obtain and review scanned copy of SWRCB file for Permit 16762;
- 3) Communication with District and/or representatives regarding project background and objectives and scope of work to be performed.

Phase II

- 1) Prepare Petition for Extension of Time forms for Permit 16762 to be filed with the SWRCB;
- 2) Update District’s previous Initial Study/Mitigated Negative Declaration used for its last Extension;
- 3) Teleconference and/or meeting with California Department of Fish & Wildlife and SWRCB staff regarding Petition prior to filing;
- 4) Review the Public Notice of the Petition when prepared by SWRCB.

Phase III

- 1) Coordinate with District to respond to any protests received on Petition;
- 2) Coordinate with District to respond to any comments on Initial Study/Mitigated Negative Declaration;

2151 River Plaza Drive • Suite 100 • Sacramento, CA 95833-4133
Ph: 916-441-6850 or 916-448-2821 • Fax: 916-779-3120

Mr. Jesse W. Barton

August 20, 2019

Page 2

- 3) Revise Petition and/or Initial Study/Mitigation Negative Declaration if necessary;
- 4) Review draft order issued by the SWRCB granting extension of time;
- 5) Assist District with compliance with terms and conditions of Order.

We expect our cost for services associated with Phases I and II work will not exceed \$5,000 and \$27,000, respectively. These costs do not include filing fees or the cost of any special studies that are required during the environmental review. Billing is done on a time and materials basis in accordance with the attached fee schedule. A more complete task list and a cost estimate for Phase III work will be provided after Phases I and II are complete.

Upon your approval of this scope, we will provide our standard service agreement for execution. We look forward to having an opportunity to work with you on this project. Please contact me if you have any questions.

Very truly yours,

WAGNER & BONSIGNORE
CONSULTING CIVIL ENGINEERS



Paula J. Whealen, Principal

Encl.

Wagner & Bonsignore

Consulting Civil Engineers, A Corporation

Nicholas F. Bonsignore, P.E.
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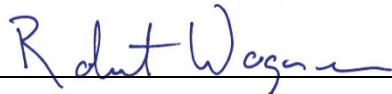
FEE SCHEDULE EFFECTIVE JULY 1, 2019

1. Personal Services of Principals & Supporting Services
 - a) Principals including Registered Civil Engineers and Water Right Analyst billed on an hourly rate in accordance with the Schedule of Fees attached hereto; for public hearings and court appearances requiring qualifications and services as expert witness and for assistance to attorneys during course of such hearings and depositions, to be billed at 1.5 times the regular hourly rate, plus transportation and subsistence expenses set forth under (2); Eight hour minimum to be billed for depositions, court appearances and administrative hearings.
 - b) Registered Civil Engineers, Sub-professional Engineers, Specialists, Technicians and Drafters billed on an hourly rate in accordance with the Schedule of Fees attached hereto, plus transportation and subsistence expenses set forth under (2);
 - c) Special engineering, geotechnical services, testing, surveying and other similar services employed specifically for performance of work at direct invoice cost plus 15 percent.
2. Reimbursable Expenses
 - a) Transportation, direct out-of-pocket expense for public transportation, 75¢ per mile for private auto.
 - b) Subsistence, direct out-of-pocket expense.

The foregoing compensation will include compensation for all general office secretarial services, supplies and overhead including office space required for performance of personal and supporting engineering services. Invoices for Personal and Supporting Services and Reimbursable Expenses will be submitted on a calendar month basis and are due and payable upon receipt.

All work performed will be considered as personal professional engineering and supporting services and will be performed and furnished as an independent contractor.

WAGNER & BONSIGNORE
CONSULTING CIVIL ENGINEERS
A CORPORATION



Robert C. Wagner, President

2151 River Plaza Drive • Suite 100 • Sacramento, CA 95833-4133
Ph: 916-441-6850 or 916-448-2821 • Fax: 916-779-3120

SCHEDULE OF FEES

EFFECTIVE JULY 1, 2019

Principal Engineer Water Right Analyst	\$225 - \$275/hr.
Scientist Geology Hydrology Geoscience	\$150 - \$215/hr.
Water Resources Program Manager	\$150 - \$195/hr.
Project Engineer – Registered	\$140 - \$225/hr.
Staff Engineer	\$105 - \$140/hr.
Water Resources Assistant	\$95 - \$135/hr.
Senior Technician	\$95 - \$155/hr.
CAD Design/Graphics	\$95 - \$135/hr.
Engineering Assistant	\$85 - \$95/hr.
Clerical	\$65 - \$75/hr.