

18-0411

Recording Requested for the
Benefit of the County of Fresno,
Department of Public Works
And Planning

When Recorded Return To:
Department of Public Works
And Planning
Development Services
Division Stop 214
Attn: Development Engineering

COUNTY OF FRESNO

SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2018 by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and JPJ INCORPORATED, a California Corporation, located at 7030 N. Fruit Avenue, Suite 101, Fresno, CA 93711, the subdivider of Tract No. 4968 and referred to herein as "SUBDIVIDER".

WITNESSETH

WHEREAS, SUBDIVIDER has presented to the COUNTY a final map of a proposed subdivision of land located within the County of Fresno and described as Tract No. 4968; and

WHEREAS, said SUBDIVIDER has requested the COUNTY to accept the dedications indicated on said map for the use and purpose specified thereon, and to approve said map in order that the same may be recorded, as required by law; and

WHEREAS, the COUNTY requires as a condition precedent to the acceptance and approval of said map, the dedication of such streets, highways, public places, and easements as delineated and shown on said map, and deems the same as necessary for public use; and

WHEREAS, the Ordinance Code of the County of Fresno requires SUBDIVIDER to enter into this Agreement with the COUNTY when all required work is not completed at the time the map is submitted for approval; and

WHEREAS, all required construction, including road, water, sewer, drainage, wastewater treatment and disposal, and fire protection facilities have not been completed.

1 NOW, THEREFORE, in consideration of the acceptance of the offer of dedication of the
2 streets, public ways, easements and facilities as shown on said map, and the approval of said
3 map for filing and recording as required by law, it is mutually agreed as follows:

4 I. PERFORMANCE SCHEDULE:

5 SUBDIVIDER agrees that the work hereinafter specified shall be constructed in
6 accordance with the following schedule:

7 On-Site Improvements	Date to be Completed
8 Excavation and grading	12/30/2018
9 Subgrade	Completed
10 Curb, Gutter and Concrete Imp.	06/30/2021
11 Underground Utilities	06/30/2018
12 Pavement	06/30/2018
13 Off-Site Improvements	
14 Excavation and Grading	09/30/2018
15 Underground Utilities	09/30/2018
16 Surface Water Plant Expansion	09/30/2018
17 Wastewater Plant Modifications	12/30/2018
18 Lift Station Facilities	09/30/2018
19 Outlot and slope landscaping	02/28/2021
20 White Fox Creek Bridge	09/30/2018
21 Millerton Road Improvements	02/28/2020
22 Storm Drainage Pond	12/30/2018
23 Complete all work	06/30/2021

24 II. ROAD IMPROVEMENTS:

25 SUBDIVIDER agrees:

26 1. To construct all required improvements herein referenced in accordance with the
27 improvement plans and specifications approved by the Department of Public Works and
28 Planning, hereinafter referred to as the "Approved Plans".

1 2. To grade, place aggregate base, pave, and construct drainage facilities on
2 Millerton Road, Marina Drive, Lakeridge Drive, Sunset Drive, Pescara Lane, Genteel Drive,
3 Siena Drive, Palmina Drive, Marrone Lane, and Summona Drive in accordance with the
4 Approved Plans, the applicable improvement standards, the specifications, and this Agreement.

5 To provide, after rough grading, Resistance "R" Value tests in accordance with the test
6 method California 301-F, as required by the Director of the Department of Public Works and
7 Planning, hereinafter referred to as "Director". Base and surfacing requirements will be adjusted
8 to meet any revision resulting from the tests.

9 Areas that have been over excavated shall be reconstructed to the approved typical
10 section.

11 3. To obtain and pay for any testing and retesting required by the Department of
12 Public Works and Planning. The sampling and testing may be done by any recognized testing
13 firm acceptable to the Department of Public Works and Planning.

14 4. To install or so provide for installation that no finished surface need be reopened,
15 all electrical underground lines, telephone lines, fiber optic lines, water lines, reclaimed water
16 lines, sewer lines, drainage lines, street light conduits, and any other underground utility or
17 drainage system, prior to paving roads. All underground utilities and any existing underground
18 utilities shall be lowered to a depth of not less than 36 inches (measured from top of pipe) below
19 street grade shown on the Approved Plans.

20 5. To require SUBDIVIDER'S engineer to verify and certify the subgrade elevation
21 to the satisfaction of the Director.

22 6. To construct drainage facilities in accordance with the Approved Plans and this
23 Agreement.

24 In constructing road improvements, SUBDIVIDER shall perform the following:

25 a. That portion of the right-of-way lying outside the curb line shall be graded
26 to conform to the approved cross-section.

27 b. All drainage structures shall be cleaned.

28 c. The entire roadway area shall be swept clean.

1 7. To maintain an all-weather access to all lots that have been issued a building
2 permit until permanent access is provided. (Note: Building permits shall not be issued on any lot
3 of this subdivision until such time that the water system and associated fire protection facilities
4 are in place and operating.)

5 8. To fog seal all roads at such time as required by the Director but no later than the
6 time as required for maintenance under VI.(1) below in accordance with the Approved Plans.

7 9. To construct sidewalk and drive approach improvements for each lot under
8 separate encroachment permit issued by the Road Maintenance and Operations Division of the
9 Department.

10 10. The Director, in his sole discretion, may require changes, alterations, or
11 additional work not shown on the Approved Plans, when it is deemed necessary.

12 III. DRAINAGE FACILITIES:

13 SUBDIVIDER agrees:

14 1. That additional drainage facilities not shown on the Approved Plans shall be
15 constructed when deemed necessary by the Director.

16 2. That all drainage structures shall be constructed in accordance with the Fresno
17 County Improvement Standards or as approved by the Director, as applicable. The work shall
18 also be in compliance with any applicable NPDES permit requirements, mitigation requirements
19 of the approved environmental document, or any other applicable local, state, or federal
20 regulation.

21 IV. ELECTRICAL AND TELEPHONE LINES:

22 SUBDIVIDER agrees:

23 1. That all services and electrical and telephone lines shall be placed underground
24 including any other existing facilities within the limits of this subdivision or being improved with
25 this tract, shall be in compliance with the Conditions of Approval of Vesting Tentative Tract Map
26 Application No. 4968 (11 a. and b.), with the exception of the required undergrounding of utilities
27 to the water and wastewater plants, which may be deferred to such time as the improvements
28 for Tract 4934 are constructed or as determined necessary by the Director.

2. That all necessary financial arrangements have been made with the Pacific Gas and Electric Company and AT&T Company for the in-tract facilities.

3. That any private utility for Liquefied Petroleum Gas service or cable television service shall have their system installed and tested in accordance with applicable state laws. Utility companies that do not have a franchise agreement with the COUNTY shall locate their facilities outside of the road right-of-way or enter into a separate license agreement. SUBDIVIDER shall contact the permit section of the Maintenance & Operations Division before all such work is started.

V. WATER AND SEWER FACILITIES

SUBDIVIDER agrees:

1. That all water and sewer mains and services shall be placed underground within and outside of the limits of this subdivision as shown on the Approved Plans.

2. That any raw water pumping, transmission, treatment and distribution facilities for the production of potable water shall be constructed in accordance with building, electrical, mechanical, fire, and other applicable local and state codes.

3. That all necessary operating permits, including but not limited to those from the State Water Resources Control Board and County Environmental Health Department, shall be obtained or amended prior to placing the water system into operation.

4. That all treatment facilities, pumps and discharge facilities for the treatment and disposal of wastewater shall be constructed in accordance with building, electrical, mechanical, fire and other applicable local and state codes.

5. That all necessary operating permits, including but not limited to those from the Regional Water Quality Control Board and County Environmental Health Department, shall be obtained or amended prior to placing the sewer system into operation.

6. That all reclaimed water facilities shall be placed underground within and outside of the limits of this subdivision as shown on the Approved Plans. The acceptance of the reclaimed water facilities will occur upon completion and acceptance of the improvements for Tract 4934 which will connect Tract 4968 to the source of reclaimed water for use.

1 7. That all necessary financial arrangements have been made with County Service
2 Area 34 for the transfer of the subdivision water, sewer, and reclaimed water improvements to
3 that entity for permanent maintenance when the facilities are deemed acceptable.

4 8. That an agreement will need to be in-place for emergency temporary placement
5 of a rental lake pump generator prior to granting occupancy of the 1st home.

6 9. That the backup lake pump generator shall be in-place and operational prior to
7 the issuance of a building permit for the 53rd home.

8 10. That the wastewater treatment plant barrel screen project shall be complete and
9 operational prior to the issuance of a building permit for the 26th home.

10 VI. MAINTENANCE:

11 SUBDIVIDER agrees:

12 1. To provide maintenance of all new road improvements and drainage facilities for
13 a period of two years after completion and written acceptance of the work by the COUNTY.
14 Permanent maintenance shall be assumed by County Service Area 34, Zone "D" prior to
15 release of the improvement security posted to guarantee completion and maintenance of the
16 work.

17 2. To provide maintenance of the electrical and mechanical equipment associated
18 with the temporary wastewater lift station and associated improvements for a period of one year
19 after completion and written acceptance of the work by the COUNTY.

20 3. To provide landscape and irrigation, including plantings, maintenance and
21 warranty to all common areas for a period of two years after completion and written acceptance
22 of the work by the COUNTY.

23 4. To provide maintenance and warranty of all work associated with the expansion
24 of the surface water plant expansion as reflected in the Approved Plans for a period of one year
25 after completion, permitting, testing, and written acceptance of the work by the COUNTY.

26 VII. ADDITIONAL CONDITIONS:

27 1. SUBDIVIDER shall cause to be placed by authorized persons, all survey
28 monuments and lot corners as shown on the final map.

2. SUBDIVIDER is responsible for all work until the work is accepted by the COUNTY. COUNTY'S acceptance shall be conditioned upon the acceptance of the work by other applicable agencies, including but not limited to County Service Area 34 and the Fresno County Fire Protection District.

3. The design and installation of the common area landscaping plant material and associated irrigation facilities shall be deferred to such time as the reclaimed water facilities are constructed with Tract 4934. Plans shall be submitted, reviewed, and approved and appropriate fees paid no sooner than ninety days prior to the installation.

4. SUBDIVIDER shall plant one front-yard tree per lot as a condition of occupancy for each single family dwelling unit. Trees shall be selected by the SUBDIVIDER from the County's master street tree list or other as approved by Director.

5. SUBDIVIDER shall furnish to the COUNTY a set of as-built plans for all work performed prior to acceptance of improvements and start of the required maintenance obligation as per this Agreement.

6. In the event an extension is granted to the time within which all work is to be completed on this Tract, SUBDIVIDER hereby agrees that it will comply with all the applicable improvement standards in effect at the time the extension is granted. SUBDIVIDER will compensate COUNTY for the processing of the time extensions in accordance with the Master Schedule of Fees (Section 2570-10. Agreements for Subdivisions) in effect at the time the extension is requested. Failure to make a timely request for an extension may result in the refusal of building permits for undeveloped lots within the tract until such time as the request is made and acted upon by the County Board of Supervisors.

7. The terms "accept," "accepted" and "acceptance" as used throughout this Agreement are not intended to, nor do they, carry with them the same meaning as acceptance into the COUNTY's "road system," as such process is described in Streets and Highways Code section 941. Should COUNTY intend or elect to accept any of the roads, streets, or other public highways outlined in this AGREEMENT, into its "road system," pursuant to Streets and Highways Code section 941, such action will be done by explicit wording in a resolution(s)

1 adopted by the Board of Supervisors.

2 8. SUBDIVIDER agrees that all work described within this AGREEMENT that is or
3 will be open to the public, including work performed on roads, streets, sideways, walkways, and
4 all other areas that are or will be open to the public, is or will be completed or brought to the
5 standards mandated by the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), as well as
6 any and all State and Federal laws, codes, and regulations, regarding access or use of public
7 places by members of the public. SUBDIVIDER further agrees, promises, covenants, and
8 represents, that all work performed or completed on any and all roads, streets, sidewalks,
9 walkways, and any other areas, that are open to the public, is and will be performed and
10 completed to the standards that COUNTY would be required to meet, or comply with, if
11 COUNTY performed the work, as well as the standards COUNTY will be required to meet when,
12 if ever, COUNTY is obligated to comply with the Americans with Disabilities Act, or any other
13 State or Federal Laws regarding access or use of public places by members of the public.

14 VIII. FEES AND SECURITIES:

15 1. The amount of \$1,054.32 has been paid to COUNTY for furnishing and installing
16 traffic control signs on the public roads.

17 2. SUBDIVIDER has provided security in the amount of \$5,000.00 to guarantee
18 placement of survey monuments.

19 3. SUBDIVIDER has provided performance and maintenance security in the
20 amount of \$2,600,000.00, which sum constitutes 100 percent of the estimated cost of all work to
21 guarantee performance and maintenance, and improvement security in the amount of
22 \$1,300,000.00 to guarantee payment of labor and materials as provided in the Subdivision Map
23 Act, which sum constitutes 50 percent of the estimated cost of all required improvements.

24 The securities for performance hereinabove provided shall be for the purpose of
25 securing the completion of said work, together with any changes, alterations, or additional work,
26 provided such changes, alterations, or additional work does not exceed ten percent of the
27 original estimated cost of the improvement.

28 4. Performance of the improvement work may be in phases. It is therefore agreed,

1 upon partial completion of the work in increments of Five Hundred Thousand Dollars
2 (\$500,000.00) or more, with acceptable certification to the Director of Public Works of the work
3 progress, that said Director shall be empowered to authorize a reduction in the appropriate
4 subdivision improvement security to guarantee performance of the work in conformance with
5 County Ordinance Code. The reduction shall be ninety percent (90%) of the increment less the
6 amount necessary to provide for the required maintenance of the work completed.

7 5. When the work has been completed and accepted, the performance and
8 maintenance security may be reduced to \$910,000.00 in accordance with Section 17.56.040 of
9 the Fresno County Ordinance Code. This amount \$491,000.00 shall guarantee maintenance of
10 the new roads for a period of two years after completion of the work thereof against any
11 defective work or labor done or defective materials furnished in the construction of the roads.
12 The amount of \$419,000.00 shall guarantee maintenance of all electrical and mechanical
13 equipment for a period of one year after completion of the work thereof against any defective
14 work or labor done or defective materials furnished in the construction of the water and
15 wastewater facilities.

16 6. SUBDIVIDER has paid plan check and inspection fees to COUNTY in the
17 amount of \$475,882.00 less any deposits previously made.

18 7. SUBDIVIDER has paid an Agreement Administration Fee to COUNTY in the
19 amount of \$64,872.24.

20 IX. ADDITIONAL PROVISIONS:

21 8. The provisions of this Agreement shall be binding upon the parties hereto and
22 their heirs, successors, or assigns.

23 9. This Agreement shall not be assignable by SUBDIVIDER without the prior written
24 consent of COUNTY'S Director of the Department of Public Works and Planning. Any assignee
25 shall take this Agreement subject to the covenants and conditions set forth herein.

26 10. Hold Harmless and Indemnification. Each party agrees to defend and hold
27 harmless the other party from any and all loss or liability arising from the death or injury of any
28 person, or damage to real or personal property caused by each party's own agent or employee.

1 More specifically:

2 a. SUBDIVIDER agrees to hold harmless, defend and indemnify COUNTY,
3 its Board of Supervisors, officers, and employees from every claim, demand, suit, loss and
4 damage arising from:

5 (1) Any act, omission, neglect or fault of SUBDIVIDER, their
6 engineers, contractors or agents, or the employees of the same.

7 (2) Any act, omission, neglect or fault, except for the sole negligence
8 or willful conduct of the COUNTY, its Board of Supervisors, officers or employees.

9 (3) Any injury to, or death of, any person or damage to any property
10 sustained while on the real property described as Tract No. 4968 or on any property
11 immediately adjacent to such property, or upon any street or highway running through such
12 property or immediately adjacent to such property, which is in connection with or alleged to be in
13 connection with the construction of improvements for Tract No. 4968.

14 (4) Any injury to, death of, or damage to, the property of
15 SUBDIVIDER, or its agents, engineers or contractors, or their employees.

16 (5) Any damage to or taking of any property arising from said plans,
17 specifications or profiles, or arising from the construction of the improvements provided for in
18 this Agreement.

19 b. It is mutually agreed that SUBDIVIDER'S surety, if any, shall not be
20 deemed liable for the performance of any of the foregoing provisions in this section, unless said
21 surety shall undertake the completion of any improvement, and then only to the extent of any
22 act, omission, neglect or fault of the surety, its engineers, agents and contractors, and their
23 employees, while in the course of completion of such improvements.

24 c. COUNTY agrees to hold harmless, defend and indemnify SUBDIVIDER,
25 its agents, engineers or contractors, or their employees from every claim demand, suit, loss and
26 damage arising from the negligent or willful conduct of COUNTY, its Board of Supervisors,
27 officers, or employees acting within the scope of their employment with COUNTY.

28 11. Insurance.

1 Without limiting the County's right to obtain indemnification from SUBDIVIDER or any third
2 parties, SUBDIVIDER, at its sole expense, shall maintain in full force and effect, the following
3 insurance policies:

4 a. Commercial General Liability

5 Commercial General Liability Insurance with limits of not less than One Million Dollars
6 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
7 policy shall be issued on a per occurrence basis. County may require specific coverages including
8 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire
9 legal liability or any other liability insurance deemed necessary because of the nature of this
10 contract.

11 b. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than
13 Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars
14 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars
15 (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars
16 (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with
17 this Agreement.

18 c. Professional Liability

19 If SUBDIVIDER employs licensed professional staff, (e.g., RCE, PE, GE, PLS) in providing
20 services, Professional Liability Insurance with limits of not less than One Million Dollars
21 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

22 d. Worker's Compensation

23 A policy of Worker's Compensation insurance as may be required by the California Labor
24 Code.

25 SUBDIVIDER shall obtain endorsements to the Commercial General Liability insurance
26 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
27 additional insured, but only insofar as the operations under this Agreement are concerned. Such
28 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
insurance, maintained by County, its officers, agents and employees shall be excess only and not
contributing with insurance provided under SUBDIVIDER's policies herein. This insurance shall not
be cancelled or changed without a minimum of thirty (30) days advance written notice given to

1 County.

2 Within Thirty (30) days from the date SUBDIVIDER signs and executes this Agreement,
3 SUBDIVIDER shall provide certificates of insurance and endorsement as stated above for all of the
4 foregoing policies, as required herein, to the County of Fresno, (Steven E. White, Director of the
5 Department of Public Works and Planning, 2220 Tulare Street, 6th Floor, Fresno, CA 93721),
6 stating that such insurance coverage have been obtained and are in full force; that the County of
7 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies;
8 that such Commercial General Liability insurance names the County of Fresno, its officers, agents
9 and employees, individually and collectively, as additional insured, but only insofar as the
10 operations under this Agreement are concerned; that such coverage for additional insured shall
11 apply as primary insurance and any other insurance, or self-insurance, maintained by County, its
12 officers, agents and employees, shall be excess only and not contributing with insurance provided
13 under SUBDIVIDER's policies herein; and that this insurance shall not be cancelled or changed
14 without a minimum of thirty (30) days advance, written notice given to County.

15 In the event SUBDIVIDER fails to keep in effect at all times insurance coverage as herein
16 provided, the County may, in addition to other remedies it may have, suspend or terminate this
17 Agreement upon the occurrence of such event.

18 All policies shall be issued by admitted insurers licensed to do business in the State of
19 California, and such insurance shall be purchased from companies possessing a current A.M.
20 Best, Inc. rating of A FSC VII or better.

21 12. Inspection of the Work.

22 SUBDIVIDER shall guarantee free access to COUNTY through its Director and his
23 designated representative for the safe and convenient inspection of the work throughout its
24 construction. Said COUNTY representative shall have the authority to reject all materials and
25 workmanship which are not in accordance with the plans and specifications, and all such
26 materials and/or work shall be removed promptly by SUBDIVIDER and replaced to the
27 satisfaction of COUNTY without any expense to COUNTY in strict accordance with the
28 improvement plans and specifications.

29 13. ABANDONMENT OF WORK

30 If the work to be done under this contract is abandoned, or if this contract is assigned by

1 SUBDIVIDER without written consent of COUNTY, or if COUNTY through its Director of Public
2 Works determines that the said work or any part thereof is being unnecessarily or unreasonably
3 delayed or that SUBDIVIDER is willfully violating any of the conditions or covenants of this
4 contract or is executing this contract in bad faith, the COUNTY shall have the power to notify
5 SUBDIVIDER to discontinue all work or any part thereof under this contract, and thereupon
6 SUBDIVIDER shall cease to continue the work or such part thereof as COUNTY may designate,
7 and COUNTY shall thereupon have the power to obtain by contract, purchase, rental or
8 otherwise, all labor, equipment, and materials deemed necessary to complete the work and to
9 use such materials as may be found upon the line of such work. SUBDIVIDER and his sureties
10 shall be liable for all expenses incurred by COUNTY for the acquisition and use of such labor,
11 equipment, and materials.

12 14. Use of Streets or Improvements. At all times prior to the final acceptance of the
13 work by COUNTY, the use of any or all streets and improvements within the work to be
14 performed under this contract shall be at the sole and exclusive risk of SUBDIVIDER. The
15 issuance of any building or occupancy permit by COUNTY for dwellings located within the tract
16 shall not be construed in any manner to constitute a partial or final acceptance or approval of
17 any or all such improvements by COUNTY. SUBDIVIDER agrees that COUNTY's Building
18 Official may withhold the issuance of building or occupancy permits when: 1. The work or its
19 progress may substantially and/or detrimentally affect public health and safety, or 2. The street
20 and drainage improvements covered under this contract are not performed according to the
21 approved plans and specifications. Nothing in this paragraph shall limit the grounds upon which
22 the County may withhold issuance of building or occupancy permits.

23 15. Safety Devices. SUBDIVIDER shall provide and maintain such guards,
24 watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent
25 to and on the tract site as may be necessary to prevent accidents to the public and damage to
26 the property. SUBDIVIDER shall furnish, place, and maintain such lights as may be necessary
27 for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work
28 to be performed under this contract, all fences, barriers, regulatory signs, warning lights, and

1 other safety devices (except such safety items as may be shown on the plans and included in
2 the items of work) shall be removed from site of the work by the SUBDIVIDER, and the entire
3 site left clean and orderly.

4 16. Acceptance of Work. Upon notice of the completion of all tract work and the
5 delivery of a set of final as-built plans to COUNTY by SUBDIVIDER, COUNTY, through the
6 Director or his designated representative, will proceed to examine the tract work without delay,
7 and, if found to be in accordance with the aforesaid plans and specifications and this contract,
8 will accept the work and will notify SUBDIVIDER or his designated agents of such acceptance.

9 17. Wage Rate. SUBDIVIDER acknowledges that the proposed improvements may
10 be deemed a work of public improvement subject to requirements of the California Labor Code,
11 including payment of prevailing wage. To the fullest extent required by law, SUBDIVIDER, his
12 prime contractor, and all subcontractors performing any work on a work of public improvement,
13 as part of the proposed improvements:

14 a. Shall pay all workmen employed by them on said work a salary or wage
15 at least equal to the prevailing salary or wage for the same quality of service rendered to private
16 persons, firms or corporations under similar employment, which salary or wage shall not be less
17 than the general prevailing rate of per diem wages for work of a similar character in the locality
18 in which the work is performed, and not less than the general prevailing rate of per diem wages
19 for legal holidays and overtime work, and which salary or wage shall be not less than the
20 stipulated rates contained in a schedule thereof which has been ascertained and determined by
21 the Director of the Department of Industrial Relations, State of California, and which is now on
22 file with the Public Works Department and by reference incorporated herein, and made a part
23 herein, and made a part hereof;

24 b. Agree and understand that eight hours labor shall constitute a day's work
25 for any one calendar day on said work, and that no workman employed by them on the work or
26 any part thereof shall be required or permitted to work thereupon more than eight hours in any
27 one calendar day, and forty hours worked in excess of eight hours per day or forty hours per
28 week at a rate not less than one and one half (1-1/2) times his basic rate of pay,

1 c. Shall keep an accurate record showing the names and actual hours
2 worked of all workers employed by him on the said work, which record shall be open at all
3 reasonable hours to the inspection of the First Party or its agents, and to the Chief of the
4 Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his
5 Deputies or Agents.

6 18. Labor Code Penalties. SUBDIVIDER shall forfeit to COUNTY, as a penalty, the
7 sum of twenty-five dollars (\$25.00): (a) for each workman on said work who is required or
8 permitted to labor more than eight hours in any one calendar day or forty hours in any one
9 calendar week in violation of the provisions of Article 3 of Chapter 1 of Part 7 of Division 2 of the
10 Labor Code of the State of California; and (b) for each workman on said work employed for
11 each calendar day, or portion thereof, who is paid less than the said stipulated rates for work
12 done under this contract in violation of the provisions of Article 2 of Chapter 1 of Part 7 of
13 Division 2 of the Labor Code of the State of California.

14 19. Notices. The persons and their addresses having authority to give and receive
15 notices under this Agreement include the following:

16 COUNTY OF FRESNO

SUBDIVIDER

17 Director of Public Works and Planning
18 County of Fresno
2220 Tulare Street, 6th Floor
19 Fresno, CA 93721

John A. Bonadelle, President
JPJ INCORPORATED, a California
Corporation
7030 N. Fruit Ave., Suite 101

20 All notices between the County and Owner provided for or permitted under this
21 Agreement must be in writing and delivered either by personal service, by first-class United
22 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.
23 A notice delivered by personal service is effective upon service to the recipient. A notice
24 delivered by first-class United States mail is effective three County business days after deposit
25 in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an
26 overnight commercial courier service is effective one County business day after deposit with the
27 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for
28 next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is

1 effective when transmission to the recipient is completed (but, if such transmission is completed
2 outside of County business hours, then such delivery shall be deemed to be effective at the next
3 beginning of a County business day), provided that the sender maintains a machine record of
4 the completed transmission. For all claims arising out of or related to this Agreement, nothing in
5 this section establishes, waives, or modifies any claims presentation requirements or
6 procedures provided by law, including but not limited to the Government Claims Act (Division
7 3.6 of Title 1 of the Government Code, beginning with section 810).

8 20. Governing Law

9 Venue for any action arising out of or related to this Agreement shall only be in Fresno
10 County, California.

11 The rights and obligations of the parties and all interpretation and performance of this
12 Agreement shall be governed in all respects by the laws of the State of California.

13 21. Severability

14 In the event any provisions of this Agreement are held by a court of competent
15 jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet
16 and confer to determine how to mutually amend such provisions with valid and enforceable
17 provisions, and the remaining provisions of this Agreement will nevertheless continue in full
18 force and effect without being impaired or invalidated in any way.

19 22. Headings; Construction; Statutory References

20 The headings of the sections and paragraphs of this Agreement are for convenience
21 only and shall not be used to interpret this Agreement. This Agreement is the product of
22 negotiation between the Parties. The language of this Agreement shall be construed as a whole
23 according to its fair meaning and not strictly for or against any Party. Any rule of construction to
24 the effect that ambiguities are to be resolved against the drafting party shall not apply in
25 interpreting this Agreement. All references in this Agreement to particular statutes, regulations,
26 ordinances or resolutions of the United States, the State of California, or the County of Fresno
27 shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter
28 amended or renumbered, or if repealed, to such other provisions as may thereafter govern the

1 same subject. Any word or phrase requiring interpretation shall be interpreted in a manner
2 consistent with the spirit and intent of the Subdivision Map Act and the Subdivision Ordinance of
3 the County of Fresno.

4 23. Legal Authority

5 Each individual executing or attesting this Agreement hereby covenants, warrants, and
6 represents to the other Party: (1) that he or she is duly authorized to execute and deliver this
7 Agreement on behalf of his or her respective Party in accordance with the following: for the
8 APPLICANT, its articles of organization and operating agreement; and for County, its governing
9 legal authority; (2) that this Agreement is binding upon his or her respective Party; and (3) that
10 his or her respective Party is duly organized and legally existing in good standing in the State of
11 California.

12 24. Binding Effect

13 This Agreement shall be binding upon, and inure to the benefit of, the
14 successors and assigns of the Parties.

15 25. No Third Party Beneficiaries

16 Notwithstanding anything else to the contrary herein, the Parties
17 acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an
18 intended third-party beneficiary of this Agreement.

19 26. Counterparts

20 This Agreement may be executed in two or more counterparts, each of
21 which shall be deemed to be an original, and all of which taken together shall constitute one and
22 the same instrument.


23 27. Entire Agreement

24 This Agreement constitutes the entire agreement between the Owner and County with
25 respect to the subject matter hereof and supersedes all previous Agreement negotiations,
26 proposals, commitments, writings, advertisements, publications, and understanding of any
27 nature whatsoever unless expressly included in this Agreement.

28 ///

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date
2 set forth above.

3
4 **SUBDIVIDER**
5 JPJ, Incorporated, a California
6 Corporation

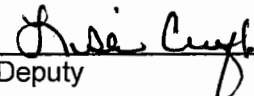
7 By: 
8 Dean H. Pryor, CFO

9 JPJ, Incorporated, a California Corporation
10 7030 N. Fruit Avenue, Suite 101
11 Fresno, CA 93711

COUNTY OF FRESNO

By: 
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

13 FOR ACCOUNTING USE ONLY:
14 ORG: 43600200
15 FUND: 0001
16 SUBCLASS: 10000
17 ACCOUNT: 4910

18 G:\4360Devs&Pin\ADMIN\BOARD\Board Items\2010-2019\2018\5-1-18\Tract 4968\Tract 4968 Final Map\T4968 Subdivision
19 Agreement.docx

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Fresno)

APN No:

On April 17, 2018 before me, Anna M. Renna, Notary Public, personally appeared
Dean H. Pryor

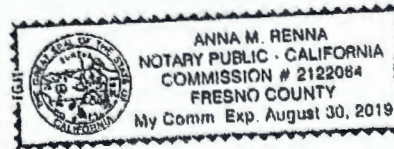
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Anna M. Renna



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____