AMENDMENT II TO ROAD IMPROVEMENT AGREEMENT FOR INTERSECTION AND TRAFFIC SIGNALS AT GREEN VALLEY ROAD AND SILVER SPRINGS PARKWAY AND GREEN VALLEY ROAD AND DEER VALLEY ROAD BETWEEN COUNTY AND SILVER SPRINGS, LLC

AGMT #06-1111

Amendment II

THIS AMENDMENT II to that certain Road Improvement Agreement, (hereinafter referred to as the "Agreement") made and entered into on October 31, 2006, by and between the COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter referred to as "County") and SILVER SPRINGS, LLC, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 2999 Oak Road, Suite 400, Walnut Creek, California 94597 (hereinafter referred to as "Developer") as thereafter amended.

RECITALS

WHEREAS, County and Developer entered into that certain Road Improvement Agreement on October 31, 2006, a copy of which Agreement is attached hereto concerning the construction of traffic signals and road improvements on Green Valley Road at Silver Springs Parkway and Deer Valley Road in accordance with the improvement plans entitled "Project 66106 Green Valley Road / Silver Springs Parkway Intersection" and "Project 66114 Green Valley Road / Deer Valley Road Turn Lanes", and cost estimates prepared by Stantec Consulting Inc., Cariann E. Oliver, P.E., Registered Civil Engineer, and approved by Richard W. Shepard, P.E., then Director of Transportation, El Dorado County Department of Transportation (hereinafter referred to as "Department");

WHEREAS, Developer thereafter requested to substitute new Performance and Laborers and Materialmens Bonds in place and instead of the original bonds. County agreed to the substitution of new bonds provided that certain conditions were satisfied as set forth in the Amendment I to the Road Improvement Agreement a copy of which is attached hereto;

WHEREAS, pursuant to the Findings/Conditions of Approval for TM97-1330 ("Conditions of Approval"), Developer shall construct or cause to be constructed the Green Valley Road/Silver Springs Parkway Intersection and Green Valley Road/Deer Valley Road Turn Lanes Projects which are the subject of this Agreement. The Department has determined that it is desirable to add to each of these projects an overlay component and to add a signal interconnect between the Green Valley Road/Silver Springs Parkway Intersection and the Pleasant Grove Middle School driveway signal. Developer is willing to advance funding for the overlay component and signal interconnect under certain reimbursement terms and conditions;

WHEREAS, pursuant to the Conditions of Approval and Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Silver Springs LLC, dated September 26, 2006 (AGMT #06-1060), (hereinafter the "SIA Agreement") Developer shall construct or cause to be constructed the on-site portion of Silver Springs Parkway (herein referred to as "Silver Springs Parkway Realignment Onsite Phase – 2 Project") subject to review and approval by the County Engineer, portions of which may be subject to reimbursement as set forth in the conditions;

WHEREAS, Developer has requested County oversee construction of the on-site portion of Silver Springs Parkway Realignment Onsite Phase - 2 Project and County has agreed to bid the construction of that work together with the Green Valley Road/Silver Springs Parkway Intersection, Green Valley Road/Deer Valley Road Turn Lanes, and the Joint Trench Composite (collectively herein referred to as "County Road Improvements"):

WHEREAS, the County has agreed to administer the construction contract for the County Road Improvements inclusive of construction oversight, inspection, material testing, surveying, and administration thereof;

WHEREAS, the parties desire to include the bus pull-out work required by the Findings/Conditions of Approval for TM97-1330 within the County Street Improvement work;

WHEREAS, Developer shall provide the County up to 17,000 cubic yards of earthen material from the Silver Springs Unit #1 site for export fill with the Plans and Specifications for said County Street Improvement work;

WHEREAS, the Developer shall provide the County a supplement to the approved Landscape Plan for the TM97-1330 which shall show the oak tree planting plan for the Silver Springs corridor fronting the subdivision;

WHEREAS, the Developer shall provide the County satisfactory security in the form of Performance Bond and Laborers and Materialmens Bonds ("Bonds") for the County Street Improvement work;

WHEREAS, the parties desire to amend this Agreement and to simultaneously amend the subdivision improvement agreement, and enter into the Reimbursement Agreement for the Onsite and Offsite Road Improvements for Silver Springs Development between the County and Developer (hereinafter referred to as the "Reimbursement Agreement"), and the California Statewide Communities Development Authority Statewide Community Infrastructure Program Requisition and Shortfall Agreement By and Among the County of El Dorado, California Statewide Communities Development Authority and Silver Springs, LLC (hereinafter referred to as the "SCIP Agreement") to reflect the obligations of the parties as modified;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms and conditions herein, do hereby agree to amend the terms of the Agreement in this Amendment II to Road Improvement Agreement #06-1111 as follows:

Section 1 is hereby amended to read as follows:

SECTION 1. THE WORK

Developer will, at its own cost and expense, in a workmanlike manner, faithfully and fully design the road, drainage, traffic signals, and road related improvements for the County Road Improvements at the location and as generally depicted in the plans, specifications and contract documents ultimately approved by the County. All design work shall be in accordance with all applicable state and local rules, regulations, and ordinances including, but not limited to, applicable Public Contract Code sections, Labor Code requirements inclusive of prevailing wage, State licensing requirements and County policies. Developer's obligations herein are for the completion of the design of the County Road Improvements. Developer shall provide to the County all necessary plans, specifications, cost estimates, quantity calculations, and contract documents in order that the County Road Improvements will be ready for advertising and bidding by County as a public works project. ("bid-ready package") Upon completion of the submittal of the improvement plans with a bid ready package, Developer shall provide proof of adequate professional liability insurance of the engineer in responsible charge of the design for the County Road Improvements in favor of the County. Developer and County will contemporaneously herewith enter into an Assignment and Assumption Agreement which shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of the County.

County has agreed to bid and oversee construction of the County Road Improvements subject to and provided that Developer has obtained all right-of-way in accordance with this Agreement, and that Developer remains responsible for the total funding of such construction in accordance with this Agreement, the Findings/Conditions of Approval for TM97-1330, SCIP Agreement, and the Reimbursement Agreement executed by the parties contemporaneously herewith.

After bid opening Developer may review the bid summary for the County Road Improvements and will be afforded an opportunity to meet with the County's Director of Transportation and the Project Engineer to provide input to the County on the bid summary so long as that review and input occurs within three (3) days of County's bid summary notice. County will consider the Developer's input before issuing the final determination and recommendation for award to the County's Board of Supervisors. The County's Board of Supervisor determination of the lowest responsible, responsive bidder, its decision to reject any or all bids, to waive minor inconsistencies, and/or to award the bid shall be in its sole discretion and shall be deemed final,

County's Department of Transportation has obtained all permits for the County Road Improvements and shall administer the construction contract including all related construction management, inspections, material testing, and survey items and make such alterations, deviations, additions to or deletions from the improvements as shown and described on the approved plans, specifications, and cost estimates as may be reasonably deemed necessary or advisable for the proper completion or construction of the whole work contemplated.

Change orders: The parties anticipate that one or more change orders may be necessary for work that is not foreseen at the time of the County Road Improvements are bid but which must necessarily be performed in order to address conflicts, changed or differing conditions, or otherwise necessary in order to complete the Project(s). In the event that a contract change order ("CCO") is required that exceeds \$75,000.00, the County will notify the Developer within 48 hours from notification from the County's Contractor and provide Developer an opportunity to review the proposed CCO. Developer may review the CCO and will be afforded to meet with the Director of County's Department of Transportation and the County Project Engineer to provide input to the County so long as that review and input occurs within three (3) days of County's notice. County will consider the Developer's input before issuing the final determination on the CCO. The County's engineering judgment in issuing the final CCO will be deemed final and Developer shall be obliged to advance the funds for the CCO.

Final Acceptance: County's Department of Transportation shall complete a final inspection for the County Road Improvements and process the final payment inclusive of all CCO's pursuant to the construction contract plans and specifications. If there are "no exceptions" to the final payment by the contractor with all claims/CCO's resolved between the County and contractor, the County's Department of Transportation will submit the Notice of Acceptance with associated documents to the County Board of Supervisors for approval of the County Road Improvements with concurrent notification to the Developer. If there are "exceptions" to the final payment submitted by the contractor that result in additional claims/CCO's, the County's Department of Transportation shall pursue the remedies of the exceptions with the contactor pursuant to the construction contract specifications for the County Road Improvements and notify the Developer within three (3) working days of receipt of the contractor's "exception" notice. The Developer will be afforded to meet with the Director of County's Department of Transportation and the County Project Engineer to provide input to the County so long as that review and input occurs within five (5) working days of County's notice. County will consider the Developer's input before issuing the final determination on the "exceptions" in accordance with the contract specifications for the County Road Improvements. The County's judgment in issuing the final decision on the contractors "exceptions" and final payment will be deemed final and Developer shall be obliged to advance the funds for costs associated with the "exceptions".

.

Developer shall as soon a practical after the execution of this Agreement, provide to the County a supplement to the approved Landscape Plan for the subdivision, which includes an oak tree planting plan along the Silver Springs Parkway alignment that complies with the requirements of the County's regulations relating to sight distance and traffic safety. County shall supply to Developer, or Developer's consultant upon request a template utilizing the approved plans for the Silver Springs Parkway identifying those areas which are to remain clear of tree planting.

Developer shall provide the County up to 17,000 cubic yards of earthen material from the Silver Springs Unit #1 onsite for export fill, and shall provide full access to County and County's contractor to remove said export fill, to be used for the County Street Improvement work in accordance with the Plans and Specifications, at no cost to County. The material shall be removed from the Unit #1 property in accordance with the approved grading plan for Unit #1. County agrees to leave the Property in a safe and functional condition in accordance with best management practices and local and State regulations relating to drainage and storm water protection. Upon installation of storm water best management practice improvements necessary to stabilize site from impacts due to grading and removal of all temporary construction storm water best management measures which may have been utilized during the construction of the Silver Springs Parkway, by County necessary to leave the property in a safe and functional condition.

Section 2 is hereby amended to read as follows:

SECTION 2. TRAFFIC CONTROL

The County will obtain a Traffic Control Plan from the Contractor pursuant to the requirement within the plans and specifications for the County Road Improvements.

Section 3 is hereby amended to read as follows:

SECTION 3. TIME

Developer shall complete all design and right-of-way clearance prior to the County Board of Supervisors authorization to advertise the County Road Improvements.

Developer shall complete the implementation of the Landscape Plan inclusive of the oak tree planting plan, as described above, with the construction of the subdivision improvements in accordance with the Subdivision Improvement Agreement.

Section 4 is hereby amended to read as follows:

SECTION 4. WARRANTY

Developer warrants the design of the County Road Improvements for a period of one (1) year from construction contract acceptance by the Board of Supervisors and shall

provide such design correction and modification work as is necessary during such one (1) year period, at its sole cost and expense, due to design defects. County will retain a portion of the security posted in the amount of ten percent (10%) of the total value of work performed, in the form of a Performance Bond for one (1) year following acceptance of the work by County to secure the repair of any hidden design defects which may appear.

Section 5 is hereby amended to read as follows:

SECTION 5. PERFORMANCE AND LABORERS AND MATERIALMENS BONDS

Developer has prepared an estimated cost of said improvements as set forth in Amended Exhibit A, marked "Silver Springs, LLC Green Valley Road/Silver Springs Parkway Intersection Amended Opinion of Probable Cost", Amended Exhibit B, marked "Silver Springs, LLC, Green Valley Road/Deer Valley Road Turn Lanes Amended Opinion of Probable Cost", Amended Exhibit C, marked "Silver Springs, LLC Silver Springs Parkway Realignment Onsite Phase - 2 Amended Opinion of Probable Cost,", Amended Exhibit D, marked "Updated Certificate Of Partial Completion" for Green Valley Road/Silver Springs Parkway Intersection and Green Valley Road/Deer Valley Road Turn Lanes and Amended Exhibit E, marked "Silver Springs Parkway On-site Amended Certificate of Partial Completion" for Silver Springs Parkway Realignment Onsite Phase - 2, each attached hereto and incorporated by reference.

Developer shall deliver a new bond, or alternatively a Surety Rider with respect to the Performance Bond (Bond # 070003258), in an amount covering 100% of the entire work for Project #66107 Silver Springs Parkway Realignment Onsite Phase -2 as follows:

1. Performance Bond in the sum amount of Four Million Seven Hundred Seventy Three Thousand Seven Hundred Thirty Five And 00/100 Dollars (\$4,773,735.00), conditioned upon the faithful performance of the Agreement on or before the completion date specified therein, and in the form approved by County.

Developer shall provide Bonds covering 100% of the entire work for Project #66106 Green Valley Road/Silver Springs Parkway Intersection and Project #66114 Green Valley Road / Deer Valley Road Turn Lanes as follows:

2. Performance Bond in the sum amount of **One Million Seven Hundred Eighty Three Thousand Six Hundred Forty Two And 00/100 Dollars** (\$1,783,642.00), dated September 25, 2012, conditioned upon the faithful performance of the Agreement on or before the completion date specified therein, and in the form approved by County.

3. Laborers and Materialmens Bond in the sum amount of **One Million Seven Hundred Eighty Three Thousand Six Hundred Forty Two And 00/100 Dollars (\$1,783,642.00)**, dated September 25, 2012 conditioned upon the faithful performance of the Agreement on or before the completion date specified therein, and in the form approved by County.

The bonds provided in accordance with this Section shall be released, subject to the ten percent (10%) retention for the guaranty of design defects as provided in Section 4, above, if the Silver Springs Subaccount, provided in accordance with the SCIP Agreement, contains a minimum of one hundred and twenty-five percent (125%) of the estimated cost of construction at the time that bids are awarded for the County Road Improvements.

The Bonds required by this Section are a condition precedent to County entering into this Agreement.

Section 9 is hereby amended to read as follows:

SECTION 9. RESPONSIBILITY OF ENGINEER

The Developer shall employ and make available to County an individual or firm acceptable by the County Engineer to provide responses to contractor and construction inspector Requests for Information, and to provide requisite design revisions requested by the County Engineer before, during and close out of construction, and through the one-year warranty period, of the County Road Improvement work. County Engineer shall be notified by Developer one (1) month in advance of terminating the services of the individual or firm accepted by the County Engineer and shall employ a comparable replacement individual or firm acceptable by the County Engineer simultaneously to the termination notice date. The individual or firm so employed shall act as Developer's representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits and any other Agreements, notices or directives related to the County Road Improvements. The County Engineer shall have full access to the individual or firm to ensure that the County Road Improvements are being constructed in accordance with the Approved Plans and County Specifications. The cost associated with County's utilization of the individual or firm shall be a County Road Improvements cost for which Developer is responsible, in the event SCIP funds are not available, in accordance with this Agreement.

Section 10 is hereby amended to read as follows:

SECTION 10. INSPECTION, ARCHEOLOGIST AND OTHER

An authorized representative of County will perform construction inspection and material testing in accordance with the State of California, Department of Transportation, Standard Specifications. All testing shall be accomplished to the reasonable satisfaction of County.

Developer shall retain and make available to the County and the Contractor an Archaeologist, pursuant to the Findings/Conditions of Approval for TM97-1330. The Developer shall retain and make available to the County the required professional individuals or firms acceptable to the County's Department of Transportation with the professional expertise as, but not limited to, Biologist, Geotechnical Engineer, Arborist, and Wetland Consultant during construction of the County Road Improvements. The professional individuals or firms shall be made available throughout the duration of the construction contract for which their services are required pursuant to the construction contract plans and specifications for the County Road Improvements. The Developer shall, if SCIP funds are not available, be responsible for the costs associated with professional individuals or firms in accordance with this Agreement.

Section 11 is hereby amended to read as follows:

SECTION 11. RECORD DRAWINGS

County's Department of Transportation shall prepare Record Drawings describing the finished work.

Section 12 is hereby amended to read as follows:

SECTION 12. FEES

Fees, including but not limited to application, plan checking, construction oversight, inspection, surveying, material testing, and administration costs associated with the County Road Improvements shall be project costs payable in accordance with the SCIP Agreement and Reimbursement Agreement between the parties.

Section 13 is hereby deleted in its entirety and a new Section 13 added as follows:

SECTION 13. <u>DEFAULT, TIME TO CURE, AND REMEDY</u>

Developer failure to perform any obligation at the time specified in this Agreement will constitute a default and County will give written notice of said default ("Notice") in accordance with the notice provisions of this Agreement. Notice shall specify the alleged default and the applicable Agreement provision, Developer shall cure the default within ten (10) days ("Time to Cure") from the date of the Notice. In the event that the Developer fails to cure the default within the Time to Cure, Developer shall be deemed to be in breach of this Agreement. Developer acknowledges and agrees that

in that event, in addition to the County pursuing all of its legal and equitable remedies including but not limited to immediate demand upon the Developer's security.

Section 14 is hereby amended to read as follows:

SECTION 14. PUBLIC UTILITIES

Developer shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal in coordination with the design of the County Road Improvements. In the event that there are unforeseen utility conflicts not included within the design of the County Road Improvements during construction, the County will notify the Developer and Developer shall furnish the required design revisions in accordance with Section 9 herein. Developer shall pay all costs of protection, relocation, or removal of utilities shall be project costs payable from the SCIP Subaccount in accordance with the Requisition and Shortfall and Reimbursement Agreements. In the event that the utility companies do not recognize the County Road Improvements as a County Project for which the utility companies bear 100% of the cost of relocation, then, as between County and Developer, Developer shall, if funds are not available in the SCIP Subaccount, pay all costs of protection, relocation, or removal of utilities. Notwithstanding the foregoing, nothing in this provision shall be construed to prevent Developer from making a claim to owner(s) of said utilities for reimbursement for relocation costs.

Section 15 is hereby amended to read as follows:

SECTION 15. RIGHT-OF-WAY CLEARANCE

Developer shall obtain fee title for right-of-way purposes and arrange to have ownership of such land granted to County by way of Grant Deeds or Irrevocable Offers of Dedication with definite and certain legal descriptions for the County Road Improvements. Easements may be provided in lieu of fee title when acceptable to County. Slope Easements shall be sufficient to accommodate all cuts, fills and appurtenances which are included in each of the Projects and are, where applicable, to be accepted for maintenance by County.

A Record of Survey, the purpose of which is to show the right-of-way acquired and granted to County, shall be obtained by Developer and filed with the County Surveyor upon completion of the right-of-way acquisition. The Record of Survey shall show all new property lines and monuments for the tracts granted to County. Monuments will be of the type and placed in locations required by County in accordance with the Land Surveyor's Act.

Developer shall obtain agreements of entry from adjacent property owners for any work that will be performed outside County road right-of-way, such as grading existing driveways to conform to new grades.

Section 16 is hereby amended to read as follows:

SECTION 16 CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, P.E., Assistant Director of Transportation or successor.

Section 17 is hereby amended to read as follows:

SECTION 17. ACCEPTANCE

The County Road Improvements will be deemed complete upon the County's Engineer certifying to the Board of Supervisors that work has been completed and the County's Board of Supervisors approval of the Notice of Acceptance.

Section 18 is hereby amended to read as follows:

SECTION 18. DEVELOPER AND COUNTY REIMBURSEMENT

The Parties agree and acknowledge that the County Road Improvements costs associated with the improvements contemplated herein, if eligible for reimbursement under County's Traffic Impact Fee Programs, shall be reimbursed in accordance with the terms and conditions of the Reimbursement Agreement.

Section 19 is hereby amended to read as follows:

SECTION 19. THE PROJECT/DEVELOPER STATUS

Developer is performing work, or providing financing for the construction of the improvements as set forth herein, as an independent agent and not an agent of the County. The obligations of Developer as provided in this Agreement are binding upon and inure to the benefit of heirs, successors and assigns of Developer and shall run with the land.

Section 20 is hereby amended to read:

SECTION 20. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To: County	With a copy to:
County of El Dorado Department of Transportation 2850 Fairlane Court Placerville, CA 95667	County of El Dorado Department of Transportation 2850 Fairlane Court Placerville, CA 95667
Attn: Robert S. Slater, P.E. Assistant Director of Transportation	Attn: Janel Gifford, P.E. Office Engineer/ Contract Services Unit
or to such other location as County directs.	
Notices to Developer shall be addressed as follo	ows:
Silver Springs, LLC c/o The Cambay Group 2999 Oak Road, Suite 400 Walnut Creek, CA 94597 Attn: William C. Scott, Jr., Chief Financial Off	icer
or to such other location as Developer directs.	
	nd sections of that certain Road Improvement nded shall remain unchanged and in full force
Contract Administrator Concurrence:	
By: Robert S. Slater, P.E. Assistant Director of Transportation	Dated:
Requesting Department Concurrence:	
By: Kimberly A. Kerr, Interim Director Department of Transportation	Dated:

IN WITNESS WHEREOF, the parties have executed this Amendment II to that certain Road Improvement Agreement #AGMT 06-1111, on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO--

Ву:		Dated:	
	ard of Supervisors bunty"		
Attest: Terri Dal Acting C	y lerk of the Board of Supervisors		
	eputy Clerk	Dated:	
	SILVER	SPRINGS, LLC	
a Califori By: So	SPRINGS, LLC nia limited liability company orrento, Inc., a California corpora s managing member	ation,	
	Villiam C. Scott, Jr.	Dated:	

SILVER SPRINGS, LLC

ACKNOWLEDGMENT State of California County of _____ On______before me, _____ (here insert name and title of the officer) personally appeared ______ 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 _____ (Seal)

Amended Exhibit A

Amended Opinion of Probable Costs

Earthw	Earthwork Improvements									
Item										
Number	Item Description	Quantity	Units		Unit Cost	T	otal Cost			
1	Mobilization	0.18	LS	\$	500,000	\$	87,638			
2	Cold Plane Asphalt Concrete Pavement	1,032	YD^2	\$	5	\$	5,160			
3	Clearing & Grubbing	0.11	LS	\$	27,000	\$	2,970			
4	Remove Trees	3	EA	\$	500	\$	1,500			
5	Roadway Excavation	900	CY	\$	11.20	\$	10,080			
7	Remove Fence	923	LF	\$	2	\$	1,846			
8	Remove Barricade	1	EA	\$	100	\$	100			
11	Imported Borrow	4,200	CY	\$	20.50	\$	86,100			

Amended Subtotal for Earthwork Improvements \$ 195,394

Surface	Surface Improvements										
Item											
Number	Item Description	Quantity	Units	J	Unit Cost		Unit Cost		Unit Cost		otal Cost
12	Class 2 Aggregate Base	876	CY	\$	47	\$	41,172				
13	Hot Mix Asphalt (Type A)	1,323	TON	\$	90	\$	119,070				
14	Place Hot Mix Asphalt (Misc. Area)	3	YD^2	\$	50	\$	150				
15	Place Hot Mix Asphalt Dike (Type A)	176	LF	\$	6	\$	1,056				
	Minor Concrete (curb ramp, gutter										
	depression, driveway, sidewalk, bus shelter										
19	pad, cross gutter and v-gutter)	101	CY	\$	400	\$	40,400				
20	Minor Concrete (Bus Bay)	33	CY	\$	400	\$	13,200				
21	Minor Concrete (Curb & Gutter)	74	CY	\$	400	\$	29,600				
22	Minor Concrete (Median Curb)	2	CY	\$	400	\$	800				
23	Stamped Colored Concrete Paving	1	CY	\$	400	\$	400				
24	Keystone Retaining Wall (or Equal)	195	FT^2	\$	20	\$	3,900				

Amended Subtotal for Surface Improvements \$ 249,748

Storm I	Storm Drainage Improvements									
Item										
Number	Item Description	Quantity	Units	τ	Jnit Cost	Total Cost				
30	18" Corrugated Steel Pipe (0.109" thick)	59	LF	\$	80	\$	4,720			
	35"x 24" Corrugated Steel Pipe Arch									
31	(0.079" thick)	60	LF	\$	170	\$	10,200			
36	18" Steel Flared End Section	2	EA	\$	450	\$	900			
37	35"x 24" Steel Flared End Section	1	EA	\$	600	\$	600			
40	Inlet - Caltrans type GO	1	EA	\$	2,000	\$	2,000			
45	60" Storm Drain Manhole	1	EA	\$	5,000	\$	5,000			
	Rock Inlet/Outlet Protection (RSP Backing									
46	No. 1)	9	CY	\$	200	\$	1,800			
48	Rock Lined Ditch (RSP Facing)	415	CY	\$	200	\$	83,000			

Amended Subtotal for Storm Drainage Improvements \$ 108,220

Amended Exhibit A

Amended Opinion of Probable Costs

Sanitar	Sanitary Sewer Improvements									
Item										
Number	Item Description	Quantity	Units	Unit Cost	Total Cost					
	Adjust Valve Box to Grade (EID water &									
58	sewer)	4	EA	\$ 500	\$ 2,000					

Amended Subtotal for Sanitary Sewer Improvements \$ 2,000

Water Improvements								
Item								
Number	Item Description	Quantity	Units	Unit Cost		Total Cost		
	12" Water Main (incl. Fittings) PVC,							
62	C900, CL 150 (EID Water)	70	LF	\$	78	\$	5,460	
64	4" Blow-Off Valve (EID-Water)	1	EA	\$	4,500	\$	4,500	
	Relocate 4" Blow-Off & Valve Box-Water							
71	(EID Water)	1	EA	\$	1,800	\$	1,800	
72	Develop Water Supply	0.33	LS	\$	15,000	\$	4,950	

Amended Subtotal for Water Improvements \$ 16,710

Striping	g & Signage Improvements						
Item Number	Item Description	Quantity	Units	τ	Unit Cost		otal Cost
75	Construction Area Signs	0.45	LS	\$	10,000	\$	4,500
76	Construction Project Information Signs	0.33	LS	\$	2,000	\$	666
77	Traffic Control System	0.45	LS	\$	40,000	\$	18,000
81	Temporary Traffic Stripe (Paint)	8,558	LF	\$	0.50	\$	4,279
	Surface Mounted Tubular Marker						
82	Channelizer	9	EA	\$	50	\$	450
83	Temporary Type III Barricade	4	EA	\$	200	\$	800
84	Temporary Pavement Markers	1,124	EA	\$	4	\$	4,496
85	Portable Changeable Message Signs	962	SWD	\$	40	\$	38,480
86	Temporary Railing (Type K)	1,300	LF	\$	20	\$	26,000
	Temporary Crash Cushion Module (Sand						
87	Filled)	28	EA	\$	200	\$	5,600
89	4" Thermoplastic Traffic Stripe	4,900	LF	\$	1	\$	4,900
90	6" Thermoplastic Traffic Stripe	2,575	LF	\$	1.25	\$	3,218
91	8" Thermoplastic Traffic Stripe	775	LF	\$	1.50	\$	1,162
92	Thermoplastic Pavement Marking	780	FT^2	\$	4	\$	3,120
94	Pavement Marker (Retroreflective, Type D)	224	EA	\$	4	\$	896
96	Marker (Culvert)	3	EA	\$	100	\$	300
97	Object Marker - Type K-1	1	EA	\$	40	\$	40
98	Roadside Sign - One Post	11	EA	\$	225	\$	2,475
	Remove Traffic Stripes, Pavement						
99	Markings & Markers	0.50	LS	\$	1,000	\$	500
100	Remove Roadside Signs	2	EA	\$	150	\$	300
101	Reset Roadside Sign - One Post	1	EA	\$	100	\$	100
102	Reset Roadside Sign - Two Post	1	EA	\$	150	\$	150
103	Relocate Mailbox	1	EA	\$	250	\$	250

Amended Subtotal for Striping & Signage Improvements \$ 120,681

AGMT 06-1111 Amended Exhibit A

Amended Exhibit A

Amended Opinion of Probable Costs

Erosion	Erosion Control Improvements										
Item	_										
Number	Item Description	Quantity	Units	τ	Jnit Cost	To	otal Cost				
104	Temporary Fence	1,340	LF	\$	4	\$	5,360				
	Prepare Storm Water Pollution Prevention										
106	Plan	0.33	LS	\$	5,000	\$	1,666				
107	Construction Site Management	0.11	LS	\$	10,000	\$	1,100				
109	Temporary Drainage Inlet Protection	3	EA	\$	300	\$	900				
110	Rain Event Action Plan	3	EA	\$	500	\$	1,500				
111	Storm Water Annual Report	0.50	EA	\$	2,000	\$	1,000				
112	Storm Water Sampling & Analysis Day	1.5	EA	\$	1,000	\$	1,500				
113	Prepare Fugitive Dust Control Plan	0.50	LS	\$	2,000	\$	1,000				
115	Fiber Rolls	1,300	LF	\$	2.50	\$	3,250				
117	Erosion Control (Type D)	1,350	YD^2	\$	3	\$	4,050				

Amended Subtotal for Erosion Control Improvements \$ 21,326

Underg	Underground Power, Telephone and Cable Improvements									
Item										
Number	Item Description	Quantity	Units	Unit Cost	Total Cost					
119	Adjust Riser to Grade (2", 4" & Telephone)	5	EA	\$ 200	\$ 1,000					

Amended Subtotal for Underground Power, Telephone & Cable Improvements \$ 1,000

Miscella	Miscellaneous Improvements										
Item											
Number	Item Description	Quantity	Units	Į	Unit Cost	Total Cost					
120	Progress Schedule (Critical Path Method)	0.33	LS	\$	5,000	\$	1,666				
121	Metal Fence (42")	44	LF	\$	65	\$	2,860				
	Modify Irrigation Facilities & Maintain										
128	Landscaping	1	LS	\$	5,000	\$	5,000				
129	Highway Planting (Sod)	1	LS	\$	1,500	\$	1,500				
131	Signal and Lighting	1	LS	\$	200,000	\$	200,000				
	3" Conduit and Signal Interconnect Cable										
132	(SIC)	800.00	LF	\$	10	\$	8,000				
133	Trench & Excavation Safety	0.33	LS	\$	1,000	\$	333				

Subtotal for Miscellaneous Improvements \$ 219,359

Amended Exhibit A

Amended Opinion of Probable Costs

Force A	ccounts						
Item							
Number	Item Description	Quantity	Units	1	Unit Cost	T	otal Cost
	Force Account - Dust Control Implementation (2% total bid)	0.18	LS	\$	106,645	\$	18,688
	Force Account - SWPPP Implementation (3.5% total bid)	0.18	LS	\$	186,630	\$	32,705
	Force Account - Flagging	0.5	LS	\$	15,000	\$	10,000
	Force Account - Cleaning of Strom Drain Culverts	0.18	LS	\$	20,000	\$	3,504
	Payment Adjustments for Price Index Fluctuations (2.5% HMA total cost)	0.14	LS	\$	20,794	\$	2,976

Subtotal for Force Accounts \$ 67,873

Silver Springs, LLC Green Valley Road/Deer Valley Road Turn Lanes

Amended Exhibit B

Amended Opinion of Probable Costs

Earthw	ork Improvements						
Item							
Number	Item Description	Quantity	Units	Unit Cost		Total Cost	
1	Mobilization	0.12	LS	\$ 500,000	\$	61,582	
2	Cold Plane Asphalt Concrete Pavement	579	YD^2	\$ 5	\$	2,895	
3	Clearing & Grubbing	0.15	LS	\$ 27,000	\$	4,050	
4	Remove Trees	6	EA	\$ 500	\$	3,000	
5	Roadway Excavation	2,500	CY	\$ 11.20	\$	28,000	
6	Abandon Culvert	5	CY	\$ 1,000	\$	5,000	
7	Remove Fence	1,733	LF	\$ 2	\$	3,466	
9	Structure Excavation (Retaining Wall)	19	CY	\$ 95	\$	1,805	
10	Structure Backfill (Retaining Wall)	22	CY	\$ 85	\$	1,870	
11	Imported Borrow	3,100	CY	\$ 20.50	\$	63,550	

Amended Subtotal for Earthwork Improvements \$ 175,218

Surface	Improvements						
Item	=						
Number	Item Description	Quantity	Units	U	nit Cost	T	otal Cost
12	Class 2 Aggregate Base	990	CY	\$	47	\$	46,530
13	Hot Mix Asphalt (Type A)	2,021	TON	\$	90	\$	181,890
14	Place Hot Mix Asphalt (Misc. Area)	11	YD^2	\$	50	\$	550
15	Place Hot Mix Asphalt Dike (Type A)	3,364	LF	\$	6	\$	20,184
	Minor Concrete (Minor Structure-Retaining						
16	Wall Footing)	4	CY	\$	400	\$	1,600
17	Retaining Wall Stem (Type 6B)	150	FT^2	\$	15	\$	2,250
18	Bar Reinforcing Steel (Retaining Wall)	700	LB	\$	1	\$	700
	Minor Concrete (curb ramp, gutter						
	depression, driveway, sidewalk, bus shelter						
19	pad, cross gutter and v-gutter)	1	CY	\$	400	\$	400

Amended Subtotal for Surface Improvements \$

254,104

Storm 1	Drainage Improvements						
Item Number	Item Description	Quantity	Units	U	nit Cost	7	Fotal Cost
29	24" Corrugated Steel Pipe (0.109" thick)	96	LF	\$	100	\$	9,600
33	12" Corrugated Steel Pipe Downdrain	45	LF	\$	20	\$	900
34	12" Entrance Taper	2	EA	\$	400	\$	800
35	12" Anchor Assembly	8	EA	\$	100	\$	800
39	24" Alternative Flared End Section	4	EA	\$	500	\$	2,000
46	Rock Inlet/Outlet Protection (RSP Backing No. 1)	13	CY	\$	200	\$	2,600

Amended Subtotal for Storm Drainage Improvements \$

16,700

Silver Springs, LLC Green Valley Road/Deer Valley Road Turn Lanes

Amended Exhibit B

Amended Opinion of Probable Costs

Water 1	Water Improvements								
Item									
Number	Item Description	Quantity	Units	Unit Cost	Total Cost				
72	Develop Water Supply	0.33	LS	\$ 15,000	\$ 4,950				

Amended Subtotal for Water Improvements \$ 4,950

Item	g & Signage Improvements	Ī					
Number	Item Description	Quantity	Units	U	nit Cost	To	tal Cost
75	Construction Area Signs	0.45	LS	\$	10,000	\$	4,500
76	Construction Project Information Signs	0.33	LS	\$	2,000	\$	666
77	Traffic Control System	0.45	LS	\$	40,000	\$	18,000
80	Temporary Pavement Marking (Paint)	116	FT^2	\$	3.00	\$	348
81	Temporary Traffic Stripe (Paint)	9,699	LF	\$	0.50	\$	4,849
	Surface Mounted Tubular Marker						
82	Channelizer	20	EA	\$	50	\$	1,000
84	Temporary Pavement Markers	2,836	EA	\$	4	\$	11,344
85	Portable Changeable Message Signs	300	SWD	\$	40	\$	12,000
86	Temporary Railing (Type K)	1,740	LF	\$	20	\$	34,800
87	Temporary Crash Cushion Module (Sand Filled) Temporary Crash Cushion Module (Water	28	EA	\$	200	\$	5,600
88	Filled)	36	EA	\$	400	\$	14,400
89	4" Thermoplastic Traffic Stripe	4,868	LF	\$	1	\$	4,868
90	6" Thermoplastic Traffic Stripe	5,000	LF	\$	1.25	\$	6,250
91	8" Thermoplastic Traffic Stripe	1,660	LF	\$	1.50	\$	2,490
92	Thermoplastic Pavement Marking	516	FT^2	\$	4	\$	2,064
	Pavement Marker (Retroreflective,						
94	Type D)	421	EA	\$	4	\$	1,684
95	Delineator Class 2	27	EA	\$	75	\$	2,025
96	Marker (Culvert)	4	EA	\$	100	\$	400
98	Roadside Sign - One Post	8	EA	\$	225	\$	1,800
	Remove Traffic Stripes, Pavement						
99	Markings & Markers	0.50	LS	\$	1,000	\$	500
100	Remove Roadside Signs	8	EA	\$	150	\$	1,200
101	Reset Roadside Sign - One Post	9	EA	\$	100	\$	900
102	Reset Roadside Sign - Two Post	1	EA	\$	150	\$	150

Amended Subtotal for Striping & Signage Improvements \$ 131,838

Silver Springs, LLC Green Valley Road/Deer Valley Road Turn Lanes

Amended Exhibit B

Amended Opinion of Probable Costs

Erosion	Control Improvements						
Item							
Number	Item Description	Quantity	Units	U	nit Cost	Total Cost	
105	Temporary Fence (Type ESA)	95	LF	\$	3	\$	285
	Prepare Storm Water Pollution Prevention						
106	Plan	0.33	LS	\$	5,000	\$	1,666
107	Construction Site Management	0.15	LS	\$	10,000	\$	1,500
110	Rain Event Action Plan	3	EA	\$	500	\$	1,500
111	Storm Water Annual Report	0.50	EA	\$	2,000	\$	1,000
112	Storm Water Sampling & Analysis Day	1.50	EA	\$	1,000	\$	1,500
114	Prepare Asbestos Dust Mitigation Plan	1	LS	\$	3,000	\$	3,000
115	Fiber Rolls	6,000	LF	\$	2.50	\$	15,000
117	Erosion Control (Type D)	6,035	YD^2	\$	3	\$	18,105

Amended Subtotal for Erosion Control Improvements \$ 43,556

Miscellaneous Improvements									
Item									
Number	Item Description	Quantity	Units	U	nit Cost	To	otal Cost		
120	Progress Schedule (Critical Path Method)	0.33	LS	\$	5,000	\$	1,666		
	Fence (Type BW and Type WM, Metal								
123	Post & Wood Post)	1,822	LF	\$	15	\$	27,330		
124	Cable Railing	31	LF	\$	30	\$	930		
133	Trench & Excavation Safety	0.33	LS	\$	1,000	\$	333		

Subtotal for Miscellaneous Improvements \$ 30,259

Force Accounts									
Item									
Number	Item Description	Quantity	Units	Unit Cost	Total Cost				
	Force Account - Dust Control								
	Implementation (2% total bid)	0.12	LS	\$ 106,645	\$ 13,132				
	Force Account - SWPPP Implementation								
	(3.5% total bid)	0.12	LS	\$ 186,630	\$ 22,981				
	Force Account - Flagging	0.50	LS	\$ 15,000	\$ 5,000				
	Force Account - Cleaning of Strom Drain								
	Culverts	0.18	LS	\$ 20,000	\$ 2,462				
	Payment Adjustments for Price Index								
	Fluctuations (2.5% HMA total cost)	0.22	LS	\$ 20,794	\$ 4,547				

Subtotal for Force Accounts \$ 48,122

Silver Springs, LLC **Updated Certification of Partial Completion**

For

Green Valley Road/Silver Springs Parkway Intersection and Green Valley Road/Deer Valley Road Turn Lanes Amended Exhibit D

I hereby acknowledge that the following opinion of probable costs have been revised to reflect the current economy and that improvements for Silver Springs, LLC Green Valley Road / Silver Springs Parkway Intersection and Green Valley Road/Deer Valley Road Turn Lanes have been completed, to wit:

Amended Exhibit A - Green Valley Road / Silver Springs Parkway Intersection

		Percent	
	Total Amount	Complete	Remaining Amount
Earthwork Improvements	\$ 195,394	0%	\$ 195,394
Surface Improvements	\$ 249,748	0%	\$ 249,748
Storm Drainage Improvements	\$ 108,220	0%	\$ 108,220
Sanitary Sewer Improvements	\$ 2,000	0%	\$ 2,000
Water Improvements	\$ 16,710	0%	\$ 16,710
Striping & Signage Improvements	\$ 120,681	0%	\$ 120,681
Erosion Control Improvements	\$ 21,326	0%	\$ 21,326
Underground Power, Phone & Cable	\$ 1,000	0%	\$ 1,000
Miscellaneous Improvements	\$ 219,359	0%	\$ 219,359
Force Account	\$ 67,873	0%	\$ 67,873
Contingency (10%)	\$ 100,231	0%	\$ 100,231
Construction Survey (2%)	\$ 20,046	0%	\$ 20,046
Construction Administration (6%)	\$ 60,139	0%	\$ 60,139
Construction Inspection (8%)	\$ 80,185	0%	\$ 80,185
Materials Testing (1%)	\$ 10,023	0%	\$ 10,023
Total Project Costs	\$ 1,272,934		\$ 1,272,934
County AC Overlay/Interconnect Contribution	\$ (56,420)	0%	\$ (56,420)
County Construction Survey, Administration,	\$ (116,928)	0%	\$ (116,928)
Inspection, and Material Testing Contribution			
Total Bond Amount Required	\$ 1,099,586		\$ 1,099,586

Amended Exhibit B Green Valley Road/Deer Valley Road Turn Lanes

		Percent	
	Total Amount	Complete	Remaining Amount
Earthwork Improvements	\$ 175,218	0%	\$ 175,218
Surface Improvements	\$ 254,104	0%	\$ 254,104
Storm Drainage Improvements	\$ 16,700	0%	\$ 16,700
Water Improvements	\$ 4,950	0%	\$ 4,950
Striping & Signage Improvements	\$ 131,838	0%	\$ 131,838
Erosion Control Improvements	\$ 43,556	0%	\$ 43,556
Miscellaneous Improvements	\$ 30,259	0%	\$ 30,259
Force Account	\$ 48,122	0%	\$ 48,122
Contingency (10%)	\$ 70,475	0%	\$ 70,475
Construction Survey (2%)	\$ 14,095	0%	\$ 14,095
Construction Administration (6%)	\$ 42,285	0%	\$ 42,285
Construction Inspection (8%)	\$ 56,380	0%	\$ 56,380
Materials Testing (1%)	\$ 7,047	0%	\$ 7,047
Total Project Costs	\$ 895,028		\$ 895,028
County AC Overlay Contribution	\$ (116,376)	0%	\$ (116,376)
County Construction Survey, Administration,	\$ (94,596)	0%	\$ (94,596)
Inspection, and Material Testing Contribution			
Total Bond Amount Required	\$ 684,056		\$ 684,056
Grand Total Amended Exhibit A & B Project Cost	\$ 2,167,962		\$ 2,167,962
Grand Total Amended Exhibit A & B Bond Amoun	\$ 1,783,642		\$ 1,783,642

Silver Springs, LLC Updated Certification of Partial Completion For

Green Valley Road/Silver Springs Parkway Intersection and Green Valley Road/Deer Valley Road Turn Lanes Amended Exhibit D

I estimate the revised total Project costs of completing the improvements within Amended Exhibit A and B agreed to be performed by the Developer and County to be TWO MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED SIXTY-TWO AND 00/100 dollars (\$2,167,962.00).

The Performance Bond required for the Projects within Amended Exhibit A and B from the Developer is for the amount of ONE MILLION SEVEN HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED FORTY-TWO and 00/100 dollars (\$1,783,642.00).

The Laborers and Materialsmen Bond for the Projects within Amended Exhibit A and B from the Developer is for the amount of ONE MILLION SEVEN HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED FORTY-TWO and 00/100 dollars (\$1,783,642.00).

SUBMITTED AND ACKNOWLEDGED BY TLA ENGINEERING AND PLANNING

DATED:	
	Terrance E. Lowell
	TLA Engineering & Planning
	1528 Eureka Road, Suite 100
	Roseville, CA 95661
ACCEPTED BY THE COUNTY OF EL DORADO	
DATED:	
	Robert S. Slater, P.E.
	Assistant Director of Transportation

Amended Exhibit C

Amended Opinion of Probable Costs

Earthwork Improvements									
Item	T. D	0 "	TT 14		H 14 G 4	-	4.10.4		
Number	Item Description	Quantity	Units		Unit Cost	T	otal Cost		
1	Mobilization	0.70	LS	\$	500,000	\$	350,799		
3	Clearing & Grubbing	0.74	LS	\$	27,000	\$	19,980		
4	Remove Trees	52	EA	\$	500	\$	26,000		
5	Roadway Excavation	22,600	CY	\$	11.20	\$	253,120		
11	Imported Borrow	8,400	CY	\$	20.50	\$	172,200		

Amended Subtotal for Earthwork Improvements \$ 822,079

Surface	Improvements						
Item							
Number	Item Description	Quantity	Units	U	nit Cost	1	Cotal Cost
12	Class 2 Aggregate Base	10,578	CY	\$	47	\$	497,166
13	Hot Mix Asphalt (Type A)	5,898	TON	\$	90	\$	530,820
	Minor Concrete (curb ramp, gutter						
	depression, driveway, sidewalk, bus shelter						
19	pad, cross gutter and v-gutter)	482	CY	\$	400	\$	192,800
20	Minor Concrete (Bus Bay)	65	CY	\$	400	\$	26,000
21	Minor Concrete (Curb & Gutter)	515	CY	\$	400	\$	206,000
22	Minor Concrete (Median Curb)	204	CY	\$	400	\$	81,600
23	Stamped Colored Concrete Paving	75	CY	\$	400	\$	30,000

Amended Subtotal for Surface Improvements \$ 1,564,386

Storm 1	Orainage Improvements						
Item							
Number	Item Description	Quantity	Units	U	nit Cost	1	otal Cost
25	12" Storm Drain HDPE	1,029	LF	\$	50	\$	51,450
26	15" Storm Drain HDPE	70	LF	\$	70	\$	4,900
27	18" Storm Drain HDPE	1,354	LF	\$	80	\$	108,320
28	24" Storm Drain HDPE	66	LF	\$	90	\$	5,940
32	1"x18" HDPE Subdrain	4,746	LF	\$	12	\$	56,952
38	15" Alternative Flared End Section	1	EA	\$	450	\$	450
	Inlet - EDC Type 4AC Curb Inlet						
41	w/Pelican Gallery (115C)	1	EA	\$	2,500	\$	2,500
42	Inlet - Median Inlet 18"x18"	11	EA	\$	1,500	\$	16,500
43	Inlet - EDC Standard Grated Inlet (115A)	3	EA	\$	2,000	\$	6,000
44	48" Storm Drain Manhole	9	EA	\$	4,000	\$	36,000
	Rock Inlet/Outlet Protection (RSP Backing						
46	No. 1)	2	CY	\$	200	\$	400
47	Rock Lined Ditch (RSP Backing No. 1)	490	CY	\$	200	\$	98,000
	Adjust Catch Basin Double Caltrans Type						
49	GO to Grade (Inlet)	6	EA	\$	1,000	\$	6,000
	Adjust Type 4AC Curb Inlet w/Pelican						
50	Gallery to Grade (Inlet)	1	EA	\$	1,000	\$	1,000
51	Adjust Storm Drain Manhole to Grade	9	EA	\$	1,000	\$	9,000

Amended Subtotal for Storm Drainage Improvements \$ 403,412

Amended Exhibit C

Amended Opinion of Probable Costs

Sanitar	y Sewer Improvements						
Item Number	Item Description	Quantity	Units	U	nit Cost	To	otal Cost
	Install Sanitary Sewer Cleanout to						
52	Grade (EID Sewer)	4	EA	\$	850	\$	3,400
53	2" Force Main Blow-Off Valve (EID	1	EA	\$	3,000	\$	3,000
	4" Force Main PVC-C900, CL 150						
54	(EID Sewer)	82	LF	\$	50	\$	4,100
	8" Sanitary Sewer PVC-SDR 35						
55	(EID Sewer)	251	LF	\$	60	\$	15,060
	Remove Existing & Construct New 2"						
56	Sanitary Sewer Blow-Off (EID Sewer)	1	EA	\$	3,000	\$	3,000
	Remove Existing & Construct New 2"						
57	Sanitary Sewer ARV (EID Sewer)	1	EA	\$	3,000	\$	3,000
	Adjust Valve Box to Grade						
58	(EID water & sewer)	1	EA	\$	500	\$	500
	Adjust Sewer Manhole to Grade						
59	(EID Sewer)	4	EA	\$	1,200	\$	4,800

Amended Subtotal for Sanitary Sewer Improvements \$ 36,860

Water 1	Improvements								
Item									
Number	Item Description	Quantity	Units	Unit Cost		Unit Cost		Т	otal Cost
	10" Water Main (incl. fittings) PVC, C900								
60	CL 150 (EID Water)	535	LF	\$	73	\$	39,055		
	10" Water Main (incl. fittings) PVC, C900								
61	CL 200 (EID Water)	20	LF	\$	73	\$	1,460		
	12" Water Main (incl. fittings) PVC, C900								
62	CL 150 (EID Water)	4,350	LF	\$	78	\$	339,300		
63	2" Blow-Off Valve (EID-Water)	8	EA	\$	3,000	\$	24,000		
64	4" Blow-Off Valve (EID-Water)	3	EA	\$	4,500	\$	13,500		
65	12"x10" Tee (EID-Water)	4	EA	\$	1,000	\$	4,000		
66	12"X10" Cross (EID-Water)	2	EA	\$	1,500	\$	3,000		
67	10" Gate Valve (EID-Water)	8	EA	\$	2,400	\$	19,200		
68	12" Gate Valve (EID-Water)	13	EA	\$	2,700	\$	35,100		
69	1" Air Release Valve (EID-Water)	3	EA	\$	2,000	\$	6,000		
70	2" Air Release Valve (EID-Water)	1	EA	\$	2,500	\$	2,500		
72	Develop Water Supply	0.33	LS	\$	15,000	\$	4,950		
	2" Water Service with one Service Box								
73	(EID-Water)	5	EA	\$	1,500	\$	7,500		
74	Fire Hydrant (EID Water)	5	EA	\$	5,000	\$	25,000		

Amended Subtotal for Water Improvements \$ 524,565

Amended Exhibit C

Amended Opinion of Probable Costs

Striping	g & Signage Improvements				
Item					
Number	Item Description	Quantity	Units	Unit Cost	Total Cost
75	Construction Area Signs	0.10	LS	\$ 10,000	\$ 1,000
76	Construction Project Information Signs	0.33	LS	\$ 2,000	\$ 667
77	Traffic Control System	0.10	LS	\$ 40,000	\$ 4,000
78	Road Barricades	414	LF	\$ 30	\$ 12,420
79	12' Road Barricade Gate	1	EA	\$ 500	\$ 500
83	Temporary Type III Barricade	3	EA	\$ 200	\$ 600
89	4" Thermoplastic Traffic Stripe	400	LF	\$ 1	\$ 400
90	6" Thermoplastic Traffic Stripe	7,995	LF	\$ 1.25	\$ 9,993
91	8" Thermoplastic Traffic Stripe	845	LF	\$ 1.50	\$ 1,267
92	Thermoplastic Pavement Marking	1,768	FT^2	\$ 4	\$ 7,072
93	Paint Traffic Stripe	215	LF	\$ 1	\$ 215
94	Pavement Marker (Retroreflective, Type D)	208	EA	\$ 4	\$ 832
96	Marker (Culvert)	14	EA	\$ 100	\$ 1,400
97	Object Marker - Type K-1	8	EA	\$ 40	\$ 320
98	Roadside Sign - One Post	27	EA	\$ 225	\$ 6,075

Amended Subtotal for Striping & Signage Improvements \$ 46,760

Erosion	Control Improvements						
Item							
Number	Item Description	Quantity	Units	Unit Cost		T	otal Cost
105	Temporary Fence (Type ESA)	4,800	LF	\$	3	\$	14,400
	Prepare Storm Water Pollution						
106	Prevention Plan	0.33	LS	\$	5,000	\$	1,666
107	Construction Site Management	0.74	LS	\$	10,000	\$	7,400
108	Temporary Silt Fence	736	LF	\$	4	\$	2,944
109	Temporary Drainage Inlet Protection	18	EA	\$	300	\$	5,400
110	Rain Event Action Plan	14	EA	\$	500	\$	7,000
111	Storm Water Annual Report	2	EA	\$	2,000	\$	4,000
112	Storm Water Sampling & Analysis Day	7	EA	\$	1,000	\$	7,000
113	Prepare Fugitive Dust Control Plan	0.50	LS	\$	2,000	\$	1,000
115	Fiber Rolls	10,670	LF	\$	2.50	\$	26,675
	Rolled Erosion Control Product (Turf						
116	Reinforcement Mat)	523	YD^2	\$	10.00	\$	5,230
117	Erosion Control (Type D)	32,510	YD^2	\$	3	\$	97,530

Amended Subtotal for Erosion Control Improvements \$ 180,245

Amended Exhibit C

Amended Opinion of Probable Costs

Underground Power, Telephone and Cable Improvements						
Item						
18.T1	T	O 4*4	TT *4	Unit Cost Total Cost		
Number	Item Description	Quantity	Units	Unit Cost	Total Cost	

Amended Subtotal for Underground Power, Telephone & Cable Improvements \$ 77,946

Miscella	aneous Improvements						
Item							
Number	Item Description	Quantity	Units	U	nit Cost	Te	otal Cost
120	Progress Schedule (Critical Path Method)	0.33	LS	\$	5,000	\$	1,666
121	Metal Fence (42")	58	LF	\$	65	\$	3,770
122	Metal Fence (70")	800	LF	\$	65	\$	52,000
125	3" PVC Irrigation Sleeve, Schedule 80	646	LF	\$	10	\$	6,460
126	4" PVC Irrigation Sleeve, Schedule 80	605	LF	\$	12	\$	7,260
127	8" PVC Irrigation Sleeve, Schedule 80	605	LF	\$	14	\$	8,470
130	Concrete Barrier (Type K)	80	LF	\$	50	\$	4,000
133	Trench & Excavation Safety	0.33	LS	\$	1,000	\$	333
	Trench & Excavation Safety (EID Bid Items 25 through 28, 42, 58, 89 through						
134	103)	1	LS	\$	1,000	\$	1,000

Subtotal for Miscellaneous Improvements \$ 84,959

Force A	ccounts						
Item							
Number	Item Description	Quantity	Units	1	Unit Cost	T	otal Cost
	Force Account - Dust Control						
	Implementation (2% total bid)	0.70	LS	\$	106,645	\$	74,824
	Force Account - SWPPP Implementation						
	(3.5% total bid)	0.70	LS	\$	186,630	\$	130,942
	Force Account - Cleaning of Strom Drain						
	Culverts	0.70	LS	\$	20,000	\$	14,032
	Payment Adjustments for Price Index						
	Fluctuations (2.5% HMA total cost)	0.64	LS	\$	20,794	\$	13,270

Subtotal for Force Accounts \$ 233,068

Amended Exhibit E

Amended Certification of Partial Completion

I hereby acknowledge that the following opinion of probable costs have been revised to reflect the current economy and that improvements for **Silver Springs**, **LLC Silver Springs Parkway Realignment Onsite Phase 2** have been completed, to wit:

			Percent		
		Total Amount	Complete	Re	emaining Amount
Earthwork Improvements	\$	822,079	0%	\$	822,079
Surface Improvements	\$	1,564,386	0%	\$	1,564,386
Storm Drainage Improvements	\$	403,412	0%	\$	403,412
Sanitary Sewer Improvements	\$	36,860	0%	\$	36,860
Water Improvements	\$	524,565	0%	\$	524,565
Striping & Signage Improvements	\$	46,760	0%	\$	46,760
Erosion Control Improvements	\$	180,245	0%	\$	180,245
Underground Power, Phone & Cable	\$	77,946	0%	\$	77,946
Miscellaneous Improvements	\$	84,959	0%	\$	84,959
Force Account	\$	233,068	0%	\$	233,068
Contingency (10%)	\$	397,428	0%	\$	397,428
Construction Survey (2%)	\$	79,486	0%	\$	79,486
Construction Administration (6%)	\$	238,457	0%	\$	238,457
Construction Inspection (8%)	\$	317,942	0%	\$	317,942
Materials Testing (1%)	\$	39,743	0%	\$	39,743
Total Project Costs	\$	5,047,335		\$	5,047,335
County Construction Survey, Administration	\$	(273,600)	0%	\$	(273,600)
Inspection, and Material Testing Contribution	m				
Total Bond Amount Required	\$	4,773,735	•	\$	4,773,735

I estimate the revised total Project costs of completing the improvements within Amended Exhibit C agreed to be performed by the Developer and County to be FIVE MILLION FORTY-SEVEN THOUSAND THREE HUNDRED THRITY-THREE AND 00/100 dollars (\$5,047,335.00).

The Performance Bond required for the Project within Amended Exhibit C from the Developer is for the amount of FOUR MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED THIRTY-FIVE and 00/100 dollars (\$4,773,735.00).

The Laborers and Materialsmen Bond for the Project within Amended Exhibit C from the Developer is for the amount of FOUR MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED THIRTY-FIVE and 00/100 dollars (\$4,773,735.00).

SUBMITTED AND ACKNOWLEDGED BY TLA ENGINEERING AND PLANNING

DATED:	
	Terrance E. Lowell
	TLA Engineering & Planning
	1528 Eureka Road, Suite 100
	Roseville, CA 95661
ACCEPTED BY THE COUNTY	OF EL DORADO
DATED:	
	Robert S. Slater, P.E.
	Assistant Director of Transportation

AGMT 06-1111 Amendment II Amended Certificate of Partial Completion Page 1 of 1