

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of December 5, 2006**

**AGENDA TITLE: Green Valley Station, LLC – Road Improvement Agreement #AGMT 06-1185**

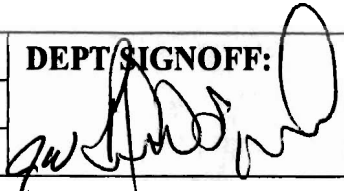
**DEPARTMENT:** Transportation

**CONTACT:** Chuck Pazzi

**DATE:** 11/06/06

**PHONE:** 621-6077

**DEPT/SIGNOFF:**



**CAO USE ONLY:**

*[Handwritten signature]* 11/21/06

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The El Dorado County Department of Transportation recommends the Board of Supervisors:

1. Approve the Road Improvement Agreement #AGMT 06-1185 with Green Valley Station, LLC concerning road improvements at the Green Valley Road/Cambridge Road intersection.
2. Authorize the Chairman of the Board to execute the Road Improvement Agreement.

*The developer is required by action of the Planning Commission to widen and improve the subject intersection prior to occupancy*

**CAO RECOMMENDATIONS:**

*Recommend approval* *Laura A. Hill*  
11/22/06

Financial impact?  Yes  No

Funding Source:  Gen Fund  Other

**BUDGET SUMMARY:**

Other: Developer Funds

Total Est. Cost	\$357,882.94
<b>Funding</b>	
Budgeted	_____
New Funding	_____
Savings	_____
Other	\$357,882.94
<b>Total Funding</b>	\$357,882.94
<b>Change in Net County Cost</b>	0

**CAO Office Use Only:**

- 4/5's Vote Required  Yes  No  
 Change in Policy  Yes  No  
 New Personnel  Yes  No

**CONCURRENCES:**

- Risk Management *yes* \_\_\_\_\_  
 County Counsel *yes* \_\_\_\_\_  
 Other \_\_\_\_\_

**\*Explain**

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or \_\_\_\_\_

**Ayes:** \_\_\_\_\_

**Noes:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

**Absent:** \_\_\_\_\_

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest: Cindy Keck, Board of Supervisors Clerk**

**By:** \_\_\_\_\_



**MAINTENANCE DIVISION:**  
2441 Headington Road  
Placerville CA 95667  
Phone: (530) 642-4909  
Fax: (530) 642-9238

**RICHARD W. SHEPARD, P.E.**  
Director of Transportation  
  
Internet Web Site:  
<http://co.el-dorado.ca.us/dot>

**MAIN OFFICE:**  
2850 Fairlane Court  
Placerville CA 95667  
Phone: (530) 621-5900  
Fax: (530) 626-0387



November 6, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, California 95667

**Title:** Green Valley Station, LLC – Road Improvement Agreement #AGMT 06-1185

**Meeting Date:** December 5, 2006

**District/Supervisor:** District I - Supervisor Rusty Dupray

Dear Members of the Board:

**Recommendations:**

The Department of Transportation recommends the Board of Supervisors:

1. Approve Road Improvement Agreement #AGMT 06-1185 with Green Valley Station, LLC concerning road improvements at the Green Valley Road/Cambridge Road intersection.
2. Authorize the Chairman of the Board to execute the Road Improvement Agreement.

**Reasons for Recommendations:**

The developer of Green Valley Station is required by action of the Planning Commission of January 26, 2006, under Conditions 12, 13 and 14 of Planned Development PD 05-0004, to widen and improve the intersection of Green Valley Road and Cambridge Road under a Road Improvement Agreement, prior to occupancy of the project.

The Deputy Director of Transportation signed the Grading and Utility Improvement Plans for Green Valley Station Lot "B" on August 28, 2006.

Improvements to Green Valley Road include widening to provide a right turn lane for eastbound traffic from Green Valley Road onto the site; frontage improvements; additional road pavement sections necessary; appropriate traffic striping; concrete curb, gutter and sidewalk; a westbound left turn lane at the proposed midway driveway onto the site.

Improvements to Cambridge Road include widening between the proposed driveway onto the site and the intersection of Green Valley Road for a northbound right turn lane from Cambridge onto Green Valley; frontage improvements; right turn lane for

northbound Cambridge traffic to turn east of Green Valley Road; relocation of the southeast curb return including some traffic signal facilities; additional road pavement sections necessary; appropriate traffic striping; concrete curb, gutter and sidewalk.

**Fiscal Impact:**

This is a Developer funded-Developer built project, and has no fiscal impact for the County.

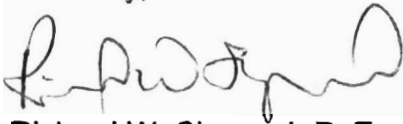
**Net County Cost:**

There is no net County cost.

**Action to be Taken Following Approval:**

1. The Chairman of the Board will execute Road Improvement Agreement #AGMT 06-1185 with Green Valley Station, LLC.
2. A copy of the fully executed agreement will be forwarded to Green Valley Station, LLC.

Sincerely,



Richard W. Shepard, P. E.  
Director of Transportation

RWS:JWW:CSP:kaw

**ROAD IMPROVEMENT AGMT & BONDS**

**CONTRACT ROUTING SHEET**

**PROCESSING DEPARTMENT:**

Department: Transportation  
 Dept. Contact: Tim Prudhel  
 Phone: x5974  
 Department Head  
 Signature: *T. Prudhel* 10-16-06  
 Tim C. Prudhel  
 Contract Services Officer

**DEVELOPER:**

Name: Green Valley Station LLC  
 Address: 10301 Placer Lane, Suite 300  
Sacramento, CA 95827  
 Phone: (916) 933-1405

EL DESAÑO COUNTY COUNSEL  
 2006 OCT 17 PM 4:12  
*Handwritten signature*

**CONTRACTING DEPARTMENT:** Transportation

Compliance with Human Resources requirements? Yes: N/A No: \_\_\_\_\_  
 Compliance Verified by: N/A

**COUNTY COUNSEL: (must approve all contracts and MOUs)**

Approved: Condit Disapproved: \_\_\_\_\_ Date: 10/24/06 By: Jush Beck  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

Conditional Approval DOT to obtain a resolution or consent by 80% of Management Committee, dated October 12 (date of bonds) & consenting to execution of bonds and ratifying Woodward's sign on RIA.  
Consent letter provided bond execution and does not cover RIA call with questions.

**Please forward to Risk Management upon approval.**

Index Code: <u>306500</u>	User Code: <u>25000A</u>
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**RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)**

Approved: \_\_\_\_\_ Disapproved: ✓ Date: 10/23/06 By: \_\_\_\_\_  
 Approved: ✓ Disapproved: \_\_\_\_\_ Date: 10-27-06 By: Shirley

Not rated as additional insured on GC policy  
It has not been insured rated as per Specular 10/27/06

**OCT 24 2006**

**OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).**

Department(s): \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**ROAD IMPROVEMENT AGREEMENT  
FOR GREEN VALLEY ROAD AT CAMBRIDGE ROAD  
BETWEEN THE COUNTY AND THE DEVELOPER**

*AGMT #06-1185*

**THIS ROAD IMPROVEMENT AGREEMENT**, hereinafter called "Agreement" made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "County") and **GREEN VALLEY STATION, LLC**, a Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 10301 Placer Lane, Suite 100, Sacramento, California 95827 (hereinafter referred to as "Developer") concerning the road improvements at the Green Valley Road/Cambridge Road Intersection (hereinafter referred to as "Project") in accordance with the improvement plans entitled **Green Valley Station Lot "B" Grading & Utility Plan** and cost estimates prepared by Carlton Engineering, Inc., Jeff Thompson, P.E., Registered Civil Engineer, and approved by James W. Ware, Deputy Director, Transportation Planning and Land Development (hereinafter referred to as "Deputy Director"), El Dorado County Department of Transportation (hereinafter referred to as "Department").

**RECITALS**

**WHEREAS**, Developer has prepared improvement plans, cost estimates and contract documents for the construction of the Project that have been approved by the Deputy Director; and

**WHEREAS**, it is the intent of the parties hereto that the performance of Developer's obligations shall be in conformance with the terms and conditions of this Agreement and shall be in conformity with all applicable state and local laws, rules and regulations;

**NOW, THEREFORE**, the parties hereto in consideration of the recitals, terms and conditions herein, do hereby agree as follows:

**SECTION 1. THE WORK**

Developer will, at his own cost and his expense, in a workmanlike manner, faithfully and fully construct the road improvements at the intersection of Green Valley Road and Cambridge Road as required under the findings and mitigation measures of the Conditions of Approval #PD05-0004 and will perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by the Deputy Director and hereby made a part of this Agreement for all purposes as if fully incorporated herein. All construction 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 and County bidding requirements, Labor Code requirements inclusive of prevailing wage, State licensing regulations and County policies.

An itemized account of the estimated cost of said improvements is set forth in Exhibit A, marked "Opinion of Probable Cost" attached hereto and incorporated by reference herein.

County will require Developer to make such alterations, deviations, additions to or deletions from the improvements shown and described on the plans, specifications, and cost estimates as may be reasonably deemed by the Deputy Director to be necessary or advisable for the proper completion or construction of the whole work contemplated. Developer shall be responsible for all design and engineering services of the Project, at the location and as generally depicted in the plans, specifications and contract documents ultimately approved by County. The design shall be prepared in accordance with all applicable laws, statutes, orders, map conditions, and with County standards for the Project. Upon completion of the whole work by Developer, or the submittal of the improvement plans, Developer shall provide proof of adequate professional liability insurance of the engineer running to this Project, and in favor of the County. Developer shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of the County.

**SECTION 2. TRAFFIC CONTROL**

A Traffic Control Plan that meets County Standards shall be prepared by a Registered Civil Engineer and submitted to the Department for review and approval prior to the start of work on the Project.

The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area. Road closure will not be permitted, and two (2) lanes of traffic must be open at the end of each working day. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of travel ways open to traffic. The Plan shall also include any proposed staging of the improvements.

**SECTION 3. TIME**

Developer shall cause the commencement of items of work after receiving a Notice to Proceed from the Department and shall complete the Project no later than one (1) year from the Notice to Proceed, subject to extensions for delays not within the control of Developer. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and on federally recognized holidays.

**SECTION 4. WARRANTY**

Developer warrants the materials and workmanship utilized on this Project for a period of one (1) year and shall make such replacements and repairs during such one (1) year period, at its sole cost and expense, as are necessary due to 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 defects in workmanship or materials which may appear.

**SECTION 5. PERFORMANCE AND PAYMENT BONDS**

Developer shall deliver to Department a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Three Hundred Fifty-Seven Thousand Eight Hundred Eighty-Two dollars and Ninety-Four cents (\$357,882.94)** conditioned upon the

faithful performance of this Agreement on or before the completion date specified above, and in the form approved by County.

Developer shall deliver to Department a Payment Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Three Hundred Fifty-Seven Thousand Eight Hundred Eight-Two dollars and Ninety Four cents (\$357,882.94)**, conditioned upon the faithful performance of this Agreement on or before the completion date specified above, and in the form approved by County.

The Bonds required by this Section are a condition precedent to County entering into this Agreement. Developer shall ensure that the contractor awarded the work provide Performance and Payment Bonds that name County as an additional obligee, and that include a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship. The forms shall be County's approved forms and shall be included in bid specifications. After contract award, Developer shall submit for County's review and approval the executed bonds together with certificates of insurance from the contractor naming County as an additional named insured.

**SECTION 6. INDEMNIFICATION**

To the fullest extent allowed by law, Developer shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Developer's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Developer, any Contractor(s), Subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Developer to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

This duty to indemnify is separate and apart from the insurance requirements herein and shall not be limited thereto.

**SECTION 7. ATTORNEY FEES**

Developer shall pay costs and reasonable attorney fees should County be required to commence an action to enforce the provisions of this Agreement or in enforcing the security obligations provided herein.

**SECTION 8. INSURANCE**

**GENERAL INSURANCE REQUIREMENTS:** Developer shall provide proof of a policy of insurance satisfactory to the County's Risk Management Division and documentation evidencing that Developer maintains insurance that meets the following requirements. In lieu of this requirement, Developer may have Contractor provide proof of a policy of insurance satisfactory to the County's Risk

Management Division and documentation evidencing that Contractor maintains said insurance so long as Contractor's insurance meets these same requirements and standards, and subject to Contractor assuming the same obligations as Developer as follows:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.

2. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverages: premises, personal injury, operations, products and completed operations, blanket contractual and independent contractors liability.

3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Developers in performance of the Agreement.

4. In the event Developer or its agent(s) are licensed professionals and are performing professional services under this contract, Professional Liability Insurance is required, with a limit of liability of not less than One Million Dollars (\$1,000,000).

5. Explosion, Collapse, and Underground (XCU) coverage is required when the scope of work includes XCU exposure.

**PROOF OF INSURANCE REQUIREMENTS:**

1. Developer shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement inclusive of the obligation to design and construct the Project are concerned. This provision shall apply to all liability and automobile policies except Workers' Compensation and Professional Liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to the insurance policies naming County an additional insured.

3. In the event Developer cannot provide an occurrence policy, Developer shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or Developers shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.



## **INSURANCE NOTIFICATION REQUIREMENTS:**

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.

2. Developer agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Developer shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Developer fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division, and Developer agrees that no work or services shall be performed prior to the giving of such approval.

**ADDITIONAL STANDARDS:** Certificates shall meet such additional standards as may be determined by Department, either independently or in consultation with the Risk Management Division, as essential for protection of County.

**COMMENCEMENT OF PERFORMANCE:** Developer shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

**MATERIAL BREACH:** Failure of Developer to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

**REPORTING PROVISIONS:** Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

**PRIMARY COVERAGE:** Developer's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Developers' insurance and shall not contribute with it.

**PREMIUM PAYMENTS:** The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

**DEVELOPER'S OBLIGATIONS:** Developer's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

## **SECTION 9. RESPONSIBILITY OF ENGINEER**

Developer shall employ an engineer to administer the construction of the Project, which includes, but is not limited to, construction staking, preparing and approving change orders, and

keeping abreast of the various construction activities. County's Department of Transportation shall be notified in advance of terminating the services of the engineer. Stakes or marks shall be set by the engineer in accordance with the requirements of the Department in order to complete the work as specified in this Agreement. Changes in the work shall be described by change orders, drawings, and written descriptions, which shall be prepared by the engineer and approved by Department. Developer shall employ an individual or firm acceptable to Department to manage the construction of improvements contemplated herein. 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 Project and entered into or issued by other agencies, utilities or firms. The Department shall have full access to the engineer and the improvement plans to ensure that the Project is being constructed in accordance with the approved plans and County specifications. The cost associated with County's utilization of the engineer shall be a Project cost for which Developer is responsible in accordance with this Agreement.

**SECTION 10. INSPECTION**

An authorized representative of County will perform construction inspection and material testing in accordance with the State of California, Department of Transportation, Standard Specifications, dated July 2002. All testing shall be accomplished to the reasonable satisfaction of County.

**SECTION 11. RECORD DRAWINGS**

Developer shall have an engineer prepare Record Drawings describing the finished work. The Record Drawings shall be submitted to Department at the completion of the work.

**SECTION 12. FEES**

Developer shall pay all fees in accordance with Department's fee schedules, including but not limited to application, plan checking, construction oversight, inspection, administration and acceptance of the work by County.

**SECTION 13. PUBLIC UTILITIES**

Developer shall investigate and determine if existing public and private utilities conflict with the construction of the Project. Developer shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. Developer shall pay all costs of protection, relocation, or removal of utilities. In the event that the utility companies do not recognize this Project as a County project for which the utility companies bear one hundred percent (100%) of the cost of relocation, then, as between County and Developer, Developer shall pay all costs of protection, relocation or removal of utilities. Notwithstanding the aforementioned, nothing in this provision shall be construed to prevent Developer from making a claim to the owners of said utilities for reimbursement for relocation costs.

**SECTION 14.           RIGHT-OF-WAY CLEARANCE**

Developer shall obtain fee title for right-of-way purposes for the Project 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. Easements may be provided in lieu of fee title when acceptable to County. Said right-of-way and slope easements shall be sufficient to accommodate all cuts, fills, and appurtenances which are included in the Project 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 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 Surveyors' 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 with new road grades.

**SECTION 15.           NO DEVELOPER REIMBURSEMENT**

Pursuant to the Conditions of Approval for this Project, the Project costs associated with the improvements contemplated herein are not eligible for reimbursement under County's traffic impact fee programs and all costs shall be funded by Developer.

**SECTION 16.           CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is James W. Ware, Deputy Director, Transportation Planning and Land Development, Department of Transportation, or successor.

**SECTION 17.           ACCEPTANCE**

Upon completion of the Project and upon receipt by County's Board of Supervisors of a certification from Department that all work has been completed and that the conditions of this Agreement have been fulfilled, the Board of Supervisors will accept the Project road improvements for maintenance.

**SECTION 18.           REIMBURSEMENT TO COUNTY**

County shall be entitled to costs and expenses incurred by County for construction oversight, inspection, right-of-way, administration and acceptance of the work performed pursuant to this Agreement.

**SECTION 19. THE PROJECT/ DEVELOPER STATUS**

Developer is constructing and completing, or providing financing for the Project improvements as described herein and is acting as an independent agent and not as an agent of County.

**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:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn: James W. Ware,  
Deputy Director,  
Transportation Planning & Land Development

With a Copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn: Tim C. Prudhel,  
Contract Services Officer

or to such other location as County directs.

To Developer:

Green Valley Station, LLC  
10301 Placer Lane, Suite 100  
Sacramento, CA 95827

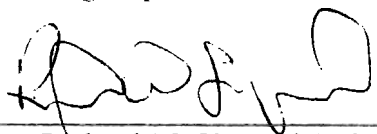
Attn: Brian Norwood,  
Managing Partner

or to such other location as Developer directs.

**SECTION 21. AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Department Concurrence:**

By:   
Richard W. Shepard, P.E.  
Director of Transportation

Dated: 10/3/04

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:

Cindy Keck,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

-- GREEN VALLEY STATION, LLC --

GREEN VALLEY STATION, LLC  
a California limited liability company

By:  \_\_\_\_\_

Brian A. Norwood  
Managing Partner

Dated: 9-22-06

STATE OF CALIFORNIA )

(

COUNTY OF Sacramento )

On this 22nd day of September, 2006 before me, Olessya Katsenko a Notary Public, personally appeared Brian A. Norwood.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged 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.

WITNESS my hand and official seal.



Olessya Katsenko  
Notary Public in and for said County and State

Address of Developer:

# Opinion of Probable Cost

Project: Green Valley Station - Offsite  
 Job number: 5021-01-04  
 Date: 08-09-06 Revised for RIA  
 Prepared by: Ernest Chan



## Exhibit A

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
<b>1 GRADING &amp; PREPARATION</b>					
1.01	Clearing and Grubbing	2.5	AC	\$1,000.00	\$2,500.00
1.02	Relocate Power Pole	1	LS	\$118,000.00	\$118,000.00
1.03	Remove (E) Curb and Gutter	48	LF	\$10.00	\$480.00
1.04	Remove (E) Pavement	420	SF	\$0.75	\$315.00
1.05	Remove (E) Stair and reconstruct to match grade	1	LS	\$1,000.00	\$1,000.00
1.06	Adjust Telephone Box/Manhole Grade	2	EA	\$500.00	\$1,000.00
1.07	Relocate (E) Sign	1	EA	\$500.00	\$500.00
1.08	Sawcut (E) Pavement	200	LF	\$1.00	\$200.00
1.09	Remove (E) Curb	1160	LF	\$8.00	\$9,280.00
1.10	Relocate (E) Vault	1	EA	\$1,000.00	\$1,000.00
1.12	Remove (E) Driveway	2	EA	\$300.00	\$600.00
1.12	Remove (E) Driveway	2	EA	\$300.00	\$600.00
<b>GRADING &amp; PREPARATION SUBTOTAL</b>					<b>\$135,475.00</b>
<b>2 EROSION CONTROL</b>					
2.01	Straw Wattles	1510	LF	\$3.00	\$4,530.00
2.02	Gravel Filled Sandbags around DI's	120	LF	\$5.00	\$600.00
2.03	Erosion Control Maintenance	1	LS	\$5,000.00	\$5,000.00
2.04	Fugitive Dust Control	1	LS	\$2,500.00	\$2,500.00
<b>EROSION CONTROL SUBTOTAL</b>					<b>\$12,630.00</b>
<b>3 PAVING</b>					
3.01	Asphalt (3"AC/11"AB)	16221	SF	\$3.10	\$50,285.10
3.02	Type 2 Vertical Curb & Gutter (DOT)	680	LF	\$18.00	\$12,240.00
3.03	Type 3 Barrier Curb (DOT)	1051	LF	\$25.00	\$26,275.00
3.04	Concrete Sidewalk (4")	6455	SF	\$2.75	\$17,751.25
3.05	Driveway (Commercial)	4	EA	\$2,500.00	\$10,000.00
3.06	Concrete Valley Gutter	65	LF	\$40.00	\$2,600.00
3.07	Handicap ramp	13	EA	\$750.00	\$9,750.00
<b>PAVING SUBTOTAL</b>					<b>\$128,901.35</b>
<b>4 DRAINAGE</b>					
4.01	36" CMP with connection to Existing	1	LS	\$500.00	\$500.00
4.02	Rock-lined V-ditch	40	LF	\$20.00	\$800.00
4.03	Rip-Rap Outlet Protection	2	EA	\$500.00	\$1,000.00
<b>DRAINAGE SUBTOTAL</b>					<b>\$2,300.00</b>

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
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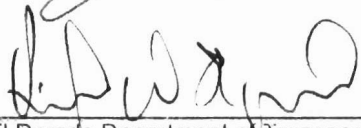
**8 MISCELLANEOUS IMPROVEMENTS**

7.01	Bike Lane Sign	4	EA	\$500.00	\$2,000.00
7.02	Striping	1	LS	\$5,000.00	\$5,000.00
<b>MISCELLANEOUS SUBTOTAL</b>					<b>\$7,000.00</b>

<b>PROJECT SUBTOTAL</b>	<b>\$286,306.35</b>
Contingency 15%	<b>\$42,945.95</b>
Construction Management 6%	<b>\$17,178.38</b>
Survey 4%	<b>\$11,452.25</b>
<b>PROJECT TOTAL</b>	<b>\$357,882.94</b>

*In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.*

**Approvals:**

	10/11/06
Engineer; Carlton Engineering, Inc.	Date
	10/12/06
El Dorado Department of Transportation	Date





Consent of the Managers of Green Valley Station, LLC  
Dated: October 12, 2006

Whereas the Managers of Green Valley Station, LLC wish to construct the shopping center known as Green Valley Station in Cameron Park, California:

Whereas the Managers of Green Valley Station, LLC wish to enter into a Road Improvement Agreement with the County of El Dorado, Agreement # 06-1185, ("Agreement");

Whereas the Agreement involves the execution of related documents and bonds:

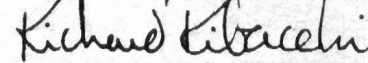
By their signatures below, the Managers of Green Valley Station, LLC hereby agree and acknowledge their consent for Brian Norwood to execute the Agreement on behalf of Green Valley Station, LLC and to execute all related documents including but not limited to Payment and Performance Bonds, Indemnities, and other documents required by the Agreement. This authorization and consent is given as of the date hereof and is acknowledged by the signatures of the management committee of Green Valley Station, LLC below.

Sidney D. Dunmore



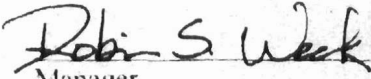
Manager

Richard A. Ribacchi




Manager

Robin S. Week



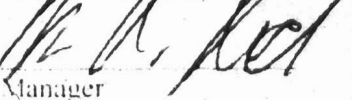
Manager

William L. Monheit



Manager

Norwood CM, LLC



Manager

County of El Dorado, State of California  
Department of Transportation

PERFORMANCE BOND

Premium: \$7,658.00

Bond No. 2203799

KNOW ALL MEN BY THESE PRESENTS, that we GREEN VALLEY STATION, LLC a California limited liability company,  
as Principal, and Insurance Company of the West

as Surety, are held firmly bound unto the County of El Dorado, a Political Subdivision of the State of California, hereinafter called the "Obligee" in the  
sum of Three Hundred Fifty-Seven Thousand Eight Hundred Eighty-Two Dollars and Ninety-Four Cents (\$357,882.94) lawful money of the  
United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: October 12, 2006

The condition of the above obligation is that if said Principal in the Contract hereto annexed shall faithfully perform each and all of the  
conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and  
material, other than material, if any, agreed to be furnished by the Developer, necessary to perform and complete, and to perform and complete in  
a good and workmanlike manner, the work for the Green Valley Station Lot "B" Grading & Utility Plan, in strict conformity with the terms  
and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force  
and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for  
the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this  
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in  
such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of  
the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: October 12, 2006

Correspondence or Claims relating to this bond should be sent  
to the Surety at the following address:

Insurance Company of the West  
11455 El Camino Real  
San Diego, CA 92130-2045

Green Valley Station, LLC

Insurance Company of the West

PRINCIPAL

SURETY

Stanley J. Matranga  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Surety must be properly acknowledged, and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of Sacramento SS

On this 12th day of October in the year 2006, before me S. Matranga, Notary Public personally  
appeared Stanley J. Matranga personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of  
Insurance Company of the West  
and acknowledged to me that he subscribed the name of the said company thereto as Surety, and his own name as attorney-in-fact.

(SEAL)

S. Matranga  
S. Matranga Notary Public

ICW GROUP  
Power of Attorney  
Insurance Company of the West  
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

STANLEY J. MATRANGA, SHARON L. MATRANGA

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 1st day of November, 2005



*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

INSURANCE COMPANY OF THE WEST  
EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

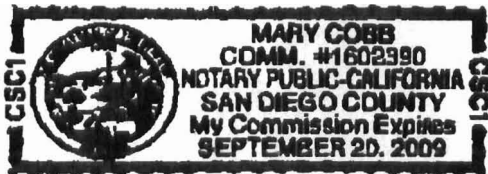
*John L. Hannum*

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On June 5, 2006 before me, Mary Cobb, Notary Public, personally appeared John L. Hannum and Jeffrey D. Sweeney, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



*Mary Cobb*

Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 12<sup>th</sup> day of October, 2006.

*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**ACKNOWLEDGMENT**

State of California  
County of Placer

On October 12, 2006 before me, Angelic A Howerton, Notary  
(here insert name and title of the officer)

personally appeared Brian Norwood

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Angelic A Howerton



(Seal)

County of El Dorado, State of California  
Department of Transportation

PAYMENT BOND

(Section 3247, Civil Code)

Premium: Included in Performance Bond

Bond No. 2203799

WHEREAS, the County of El Dorado, hereafter referred to as "Obligee," has entered into an agreement with GREEN VALLEY STATION, LLC a California limited liability company hereafter referred to as "Principal," for the work described as follows:

**Green Valley Station Lot "B" Grading & Utility Plan**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of **Three Hundred Fifty-Seven Thousand Eight Hundred Eighty-Two Dollars and Ninety-Four Cents, (\$357,882.94)** to be paid to the Obligee, for which payment we bind ourselves, jointly and severally

THE CONDITION OF THIS OBLIGATION IS SUCH,

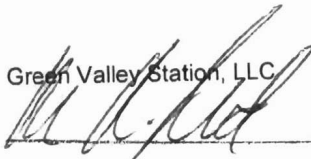
That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: October 12, 2006

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

Insurance Company of the West  
11455 El Camino Real  
San Diego, CA 92130-2045

Green Valley Station, LLC  
  
PRINCIPAL  
Insurance Company of the West  
SURETY  
Stanley J. Matranga  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Surety must be properly acknowledged, and a Power of Attorney attached

CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of Sacramento SS

On this 12th day of October in the year 20 06, before me S. Matranga, Notary Public, personally appeared Stanley J. Matranga, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of Insurance Company of the West, and acknowledged to me that he subscribed the name of the said company thereto as Surety, and his own name as attorney-in-fact.

(SEAL)

S. Matranga  
S. Matranga Notary Public

ICW GROUP  
Power of Attorney  
Insurance Company of the West  
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

STANLEY J. MATRANGA, SHARON L. MATRANGA

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 1st day of November, 2005.



*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

INSURANCE COMPANY OF THE WEST  
EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

*John L. Hannum*

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On June 5, 2006 before me, Mary Cobb, Notary Public, personally appeared John L. Hannum and Jeffrey D. Sweeney, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal



*Mary Cobb*

Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

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RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 12th day of October, 2006.

*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**ACKNOWLEDGMENT**

State of California  
County of Placer

On October 12, 2006 before me, Angelic A Howerton, Notary  
(here insert name and title of the officer)

personally appeared Brian Norwood

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Angelic A Howerton



(Seal)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/05/2006

PRODUCER (916)443-0200 FAX (916)443-0251  
Owen Dunn Insurance Services  
License Number: 0670167  
2831 G Street Suite 200  
Sacramento, CA 95816-3721

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Reeve-Knight Construction, Inc.  
128 Ascot Dr.  
Roseville, CA 95661

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Zurich American Ins Co.c/o Zurich-RC	
INSURER B	American Zurich Ins Co. c/o Zurich-RC	
INSURER C	National Union Fire Ins Co. of Pittsburgh,P.	
INSURER D	Zurich American Ins Co - R.C.	
INSURER E		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CP0399291902	01/15/2006	01/15/2007	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Ded. \$5,000				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY	CP0399291902	01/15/2006	01/15/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
C	EXCESS/UMBRELLA LIABILITY	BE6563894	01/15/2006	01/15/2007	EACH OCCURRENCE	\$ 12,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 12,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC399106103-CA,NV AZ,LA, & UT WC399292903 - OR & TX	01/15/2006	01/15/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Job: Green Valley Station LLC - Road Improvement Agreement AGMT 06-1185

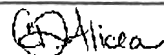
General Liability Additional Insured applies as per the attached U-GI-1177-A CW (09/03) form.  
\* Upon non-payment of premium, 10 day notice of cancellation applies.

## CERTIFICATE HOLDER

County of El Dorado  
Risk Management Division  
2850 Fairline Court  
Placerville, CA 95667

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Candace Alicea/AMS1 



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

10/05/2006  
U-GL-1177-A CW (09/03)  
NAMED INSURED: REEVE-KNIGHT CONSTRUCTION  
POLICY NUMBER: CPO399291902  
EFFECTIVE DATE: 01/15/2006  
CARRIER: ZURICH AMERICAN INS CO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
This endorsement modifies insurance provided under the:  
Commercial General Liability Coverage Part  
SCHEDULE

Name of Person or Organization

Green Valley Station, LLC  
and  
The County of El Dorado, it's officers, officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement.)

A. WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown  
in the SCHEDULE above whom you are required to add as an additional insured on this policy under a  
written contract or written agreement.

B. The insurance provided to the additional insured applies only to "bodily injury", "property  
damage" or "personal and advertising injury" covered under Section I, Coverage A, BODILY INJURY AND  
PROPERTY DAMAGE LIABILITY and Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY, but only if:

1. The "bodily injury" or "property damage" results from your negligence; and
1. The "bodily injury", "property damage" or "personal and advertising injury" results directly  
from:
  - a. Your ongoing operations; or
  - a. "Your work" completed as included in the "products-completed operations hazard",  
performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to the additional insured person or organization:
  - a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured  
person or organization in the written contract or written agreement; and

1. We will not provide Limits of Insurance to the additional insured person or organization that  
exceed the lower of:

- a. The Limits of Insurance provided to you in this policy; or
- a. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from  
negligence of the additional insured; or

County of El Dorado

Certificate issued to County of El Dorado  
Owen Dunn Insurance Services

10/05/2006

2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim:

1. We receive written notice of a claim or "suit" as soon as practicable; and

2. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

U-G1-1177-A CW (09/03)