

**FIRST AMENDMENT TO OFFSITE ROAD IMPROVEMENT AGREEMENT  
FOR GREEN VALLEY ROAD AT DEER VALLEY ROAD, TM07-1440-R-2  
BETWEEN COUNTY AND THE DEVELOPER**

**THIS FIRST AMENDMENT**, to that certain Road Improvement Agreement (hereinafter referred to as the “Agreement”), made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as “County”), and **SUMMERBROOK, EL DORADO, INC.**, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 707 Aldridge Road, Suite B, Vacaville, California 95688 (hereinafter referred to as “Developer”). This Amendment concerns the offsite road and intersection improvements for the **Green Valley Road at Deer Valley Road, TM07-1440-R-2 Project** (hereinafter referred to as “Project”); in accordance with the improvement plans entitled **Traffic Signal Plans at Green Valley Road at Deer Valley Road (Summer Brook, TM 07-1440R)** and cost estimates prepared by Kimley-Horn and Associates, Inc., Robert Paderna, Registered Civil Engineer, and approved by Adam Bane, P.E., Senior Civil Engineer, El Dorado County Department of Transportation (hereinafter referred to as “Transportation”).

**RECITALS**

**WHEREAS**, County, and Developer entered into that certain Road Improvement Agreement on October 11, 2022, in connection with the Project, copy of which Agreement is incorporated herein and made by reference a part hereof; and

**WHEREAS**, Section 4, entitled TIME, of the Agreement, requires Developer to complete the offsite improvements thereunder on or before December 9, 2023, and Developer has not completed all of the improvements but has requested an extension of time to complete the improvements subject to the terms and conditions contained herein, to December 9, 2024; and

**WHEREAS**, changes to the scope of the project necessitate updates to the name of the project’s improvement plans, the description of the work to be completed under the agreement, the costs associated with the work, and the bonds held to guarantee faithful performance of the work; and

**WHEREAS**, updated regulations enacted by the State of California include additional certification requirements for compliance with the California Air Resources Board (“CARB”) In-Use Off-Road Diesel-Fueled Fleets Regulation effective January 1, 2024;

**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 **First** Amendment to read as follows:

**I.** All references to the “Traffic Signal Plans at Green Valley Road at Deer Valley Road (Summer Brook, TM 07-1440R) road improvement plans” shall be replaced with “Intersection Lighting Improvement Plans Green Valley Road at Deer Valley Road (Summer Brook, TM 07-1440R) road improvement plans.”

**II.** Exhibit A, “Green Valley Road at Deer Valley Road Intersection Improvements Opinion of Probable Costs October 2021,” is replaced with the attached Exhibit A, “Green Valley Road at Deer

Valley Road Intersection Lighting Improvements Opinion of Probable Costs July 27, 2023,” which is attached hereto and incorporated by reference herein.

**III.** Section 1 is 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 and construct or cause to be constructed all of the offsite road and intersection-related improvements for the Project at the intersection of Green Valley Road and Deer Valley Road that are more particularly described in the Plans. Developer shall perform the requirements of this Agreement in accordance with the Plans, the Cost Estimate, and any change orders issued by the County Engineer. The Developer shall improve the intersection of Green Valley Road and Deer Valley Road by adding lighting, signs, pedestrian ramps and striping. All construction work shall be in accordance with all applicable state and local rules, including, but not limited to, the Public Contract Code and state licensing laws, regulations, and County policies. The improvements described herein are considered public works for purposes of the state prevailing wage laws (California Labor Code § 1720 et seq.). Developer’s obligations herein are for the completion of the improvements and shall not be relieved by contracting for the improvements.

County will require Developer to make such alterations, deviations, additions to, or deletions from the improvements shown and described on the Plans, specifications, and the Cost Estimate as may be reasonably deemed by County Engineer 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. Developer shall provide proof of adequate professional liability insurance of the engineer overseeing construction of the Project and in favor of County. Developer shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of County.

**IV.** Section 3 is amended to read as follows:

**SECTION 3. TIME**

Developer shall cause the commencement of items of work after County approved the Plans for the Project on July 28, 2023, and shall complete the Project no later than three (3) years from the effective date of this Agreement, subject to extensions for delays not within the control of the 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 federally recognized holidays. Night work may be allowed within the County Right of Way with prior written approval.

**V.** Section 5 is amended to read as follows:

**SECTION 5. PERFORMANCE AND LABORERS AND MATERIALMENS BONDS**

Developer shall deliver to Transportation Division a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Eight-Five Thousand Three Hundred Sixteen Dollars and Zero Cents (\$85,316.00)** conditioned upon the faithful performance of Developer’s obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

Developer shall deliver to Transportation Division a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Eight-Five Thousand Three Hundred Sixteen Dollars and Zero Cents (\$85,316.00)** conditioned upon the faithful performance of Developer’s obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

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

In addition, Developer shall ensure that its Contractor provide to Developer Payment and Performance 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. Developer shall ensure that those bonds are executed using County’s approved forms. After Developer enters into a contract with its Contractor, 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.

**VI.** Section 27 is added as follows:

**SECTION 27. CARB CERTIFICATES OF REPORTED COMPLIANCE**

The improvements described in this Agreement are public works subject to the contracting requirements set out in the California Air Resources Board (“CARB”) In-Use Off-Road Diesel-Fueled Fleets Regulation 13 CCR section 2449, subdivisions (i) and (j), as it currently adopted or as may be amended. Before entering into any contract for the use of vehicles subject to 13 CCR section 2449 after January 1, 2024, Developer, or its Contractor or Subcontractor, shall obtain Certificate(s) of Reported Compliance (“Certificate”) from that fleet. Developer shall provide a copy of any Certificate collected under this paragraph to the County Contract Administrator before the construction of the improvements and provide any updates to any Certificate on an ongoing annual basis until the improvements are completed. Developer shall maintain any Certificate obtained pursuant to this paragraph for three years after Project completion and shall provide a copy to CARB upon request, consistent with 13 CCR section 2449, subdivision (i)(3).

Except as herein amended, all other parts and sections of that certain Agreement dated October 11, 2022, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

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

Adam Bane, P.E.  
Supervising Civil Engineer  
Transportation Planning  
and Land Development  
Department of Transportation

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

**Requesting Department Concurrence:**

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

Rafael Martinez, Director  
Department of Transportation  
"County"

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

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to that certain Road Improvement 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:  
Kim Dawson  
Clerk of the Board of Supervisors

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

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

Deputy Clerk

**-- SUMMERBROOK, EL DORADO, INC. --**  
**-- a California Corporation --**

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

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

Sandra Grouf  
Secretary/Treasurer  
Summerbrook, El Dorado, Inc.

*Notary Acknowledgment Attached*

**OWNER**

**ACKNOWLEDGMENT**

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

State of California  
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)

## Exhibit A

**El Dorado County**  
**Green Valley Road at Deer Valley Road Intersection Lighting Improvements**  
*Opinion of Probable Construction Costs*  
 July 27, 2023

Item	Description	Estimated Quantity	Unit	Unit Price	Total
<b>STREET LIGHTING</b>					
1	TRAFFIC CONTROL SYSTEM	1	LS	\$4,847.50	\$4,848
2	MOBILIZATION (5%)	1	LS	\$3,462.50	\$3,463
2	LED STREET LIGHTS (WITH TYPE 15 POLE)	4	EA	\$10,000.00	\$40,000
3	PULLBOX	5	EA	\$2,200.00	\$11,000
4	CONDUCTORS	1,300	LF	\$2.50	\$3,250
5	CONDUIT	300	LF	\$40.00	\$12,000
6	ELECTRICAL SERVICE ENCLOSURE	1	EA	\$3,000.00	\$3,000
<b>Construction Subtotal</b>					<b>\$77,560</b>
<b>Contingency (10%)</b>					<b>\$7,756</b>
<b>Estimated Construction Total</b>					<b>\$85,316</b>

*A. J. Brown 7-28-23*

EDC - DOT : No exceptions taken