

AMENDMENT No. 1 TO AGREEMENT

THIS AMENDMENT No. 1 TO AGREEMENT ENTERED INTO EFFECTIVE ON _____, 2007 is between the STATE of CALIFORNIA, acting by and through its Department of Transportation, referred herein as "STATE", and the

COUNTY OF EL DORADO, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. The parties hereto entered into Cooperative Agreement 03-0284 (Document No. 0166141), effective July 19th, 2005 which defines the terms and conditions of STATE's IMPROVEMENTS being included in COUNTY's PROJECT in El Dorado County.
2. Said Agreement established STATE's maximum financial obligation for the construction capital and support costs of IMPROVEMENTS at \$75,000.
3. COUNTY has determined, through its construction contract bid process, that an increase in STATE's maximum financial obligation for IMPROVEMENTS is necessary in order to award the construction contract.
4. STATE has agreed to reimburse COUNTY up to \$113,000 for the construction capital and support costs of IMPROVEMENTS.

IT IS THEREFORE MUTUALLY AGREED:

1. Recitals, Article 3, is amended in its entirety to read as follows:

STATE desires an improvement on SR 89 consisting of a larger capacity cross drain located just north of Silvertip Drive at Post Mile 23.5, referred to herein as "IMPROVEMENTS", and as further described on Exhibit A, attached to and made a part of this Agreement. STATE has requested COUNTY to install IMPROVEMENTS as part of COUNTY's PROJECT. IMPROVEMENTS are estimated to cost \$113,000.

2. Section I, Article 3 is amended in its entirety to read as follows:

To submit a bill to STATE fifteen (15) days prior to COUNTY's bid advertising date of a PROJECT construction contract in the amount of \$60,000, which figure represents a portion of the estimated construction capital and support cost of IMPROVEMENTS, as described in Exhibit B-1, attached to and made a part of Amendment No. 1 to this Agreement. STATE's total financial obligation for IMPROVEMENTS shall not exceed the amount of \$113,000 unless additional funds are provided by STATE by an amendment to this Agreement.

3. Under Section I, a new Article 4 is added and all subsequent Articles are to be renumbered appropriately:

To submit a supplemental billing in the amount of \$53,000 to STATE, within thirty (30) days upon execution of Amendment No. 1 to this Agreement, bringing STATE's total amount billed for IMPROVEMENT construction capital and support costs to \$113,000.

4. Section I, renumbered Article 7 (old Article 6) is amended in its entirety to read as follows:

Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the direct costs to be borne by STATE. COUNTY thereafter shall refund to STATE, promptly after completion of COUNTY's final accounting of the cost of IMPROVEMENTS, any amount of STATE's deposits required in Section II, Articles 1 and 2, remaining after actual direct costs to be borne by STATE have been deducted, or to bill STATE for any additional amount required to complete STATE's financial obligations pursuant to this Agreement.

5. Section II, STATE Agrees, Article 1 is amended in its entirety to read as follows:

To deposit with COUNTY, within twenty-five days of receipt of billing therefore (which billing will be forwarded fifteen (15) days prior to COUNTY's bid advertising

date of a PROJECT construction contract), the amount of \$60,000. Said figure represents a portion of STATE's estimated share of the cost of work to be performed by COUNTY on STATE's behalf, pursuant to this Agreement. STATE's total financial obligation for the cost of IMPROVEMENTS under this Agreement shall not exceed \$113,000, unless additional funds are provided by STATE by an amendment to this Agreement.

6. Section II, STATE Agrees, a new Article 2 is inserted as written and all subsequent Articles are to be renumbered appropriately:

To deposit with COUNTY, within twenty five (25) days of receipt of supplemental billing therefore (which billing will be forwarded within (30) days of execution of this Amendment No. 1) the amount of \$53,000, which figure represents the balance of STATE's maximum financial obligation for work to be performed by COUNTY on STATE's behalf. STATE's said obligation for the capital and support costs of IMPROVEMENTS under this Agreement shall not exceed \$113,000. This amount includes fifteen percent (15%) of the actual IMPROVEMENT construction capital cost for related construction engineering

7. Exhibit B-1, dated November 6th, 2006, is to replace the original Exhibit B in its entirety.
8. All other terms and conditions of District Agreement 03-0284 shall remain in full force and effect.
9. This Amendment No. 1 to Agreement is hereby deemed to be a part of District Agreement 03-0284.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

WILL KEMPTON
Director

By: _____
STEVEN E. KIRKPATRICK, Chief
North Region Design and Engineering

Approved as to form and procedure:

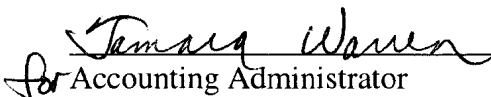


Attorney
Department of Transportation

Certified as to funds:

District Budget Representative

Certified as to financial terms and policies:


for Accounting Administrator

COUNTY OF EL DORADO

By: _____
Chairman, Board of Supervisors

By: _____
County Clerk of the Board

Approved as to form and procedure:

By: NA

County Counsel

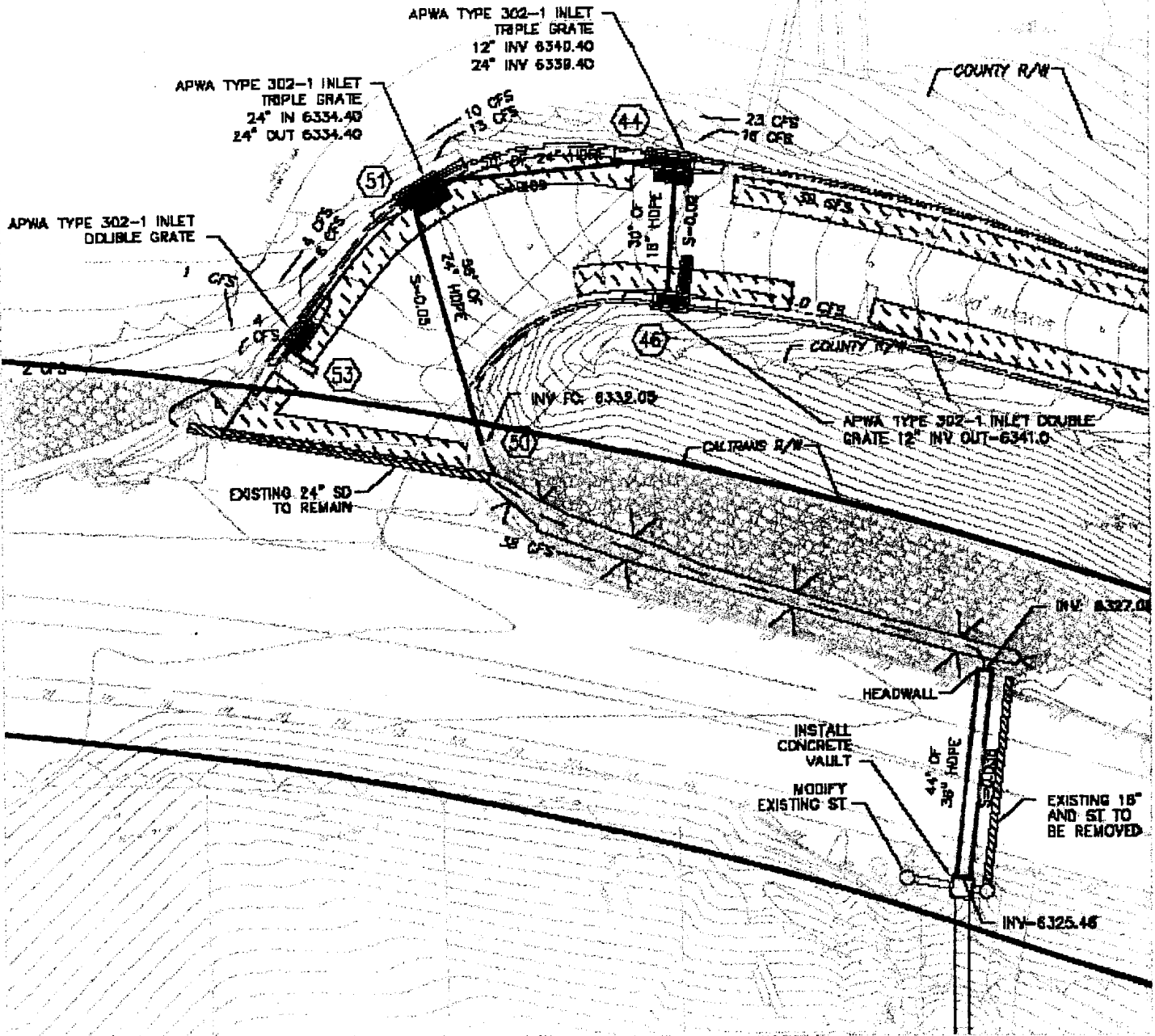
Certified as to funds:

By: NA

County Financial Advisor





Scale: 1"=30'



Stantec

LEGEND

-  NODE NUMBER
-  CALTRANS IMPROVEMENTS

Client/Project
EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

Figure
2

THE
SILVERTIP EROSION CONTROL PROJECT
PHASE II

EXHIBIT A

EXHIBIT B-1

Cost Breakdown
Date November 6, 2006

County Portion ("PROJECT")

Construction Cost	\$233,000
Contingencies (10%)	\$23,300
Construction Engineering (15%)	\$38,100
Subtotal	\$294,400

State Portion ("IMPROVEMENTS")

Construction Cost	\$89,328
Contingencies (10%)	\$8,933
Construction Engineering (15%)	\$14,739
Subtotal	\$113,000

Total estimated project cost: \$407,400