

Agreement No. MA-080-17012088

**AMENDMENT #1 TO
CONSTRUCTION AGREEMENT
(Cow Camp Road Segment 2 -- Phases 2a and 2b)**

This Amendment #1 to Construction Agreement (Cow Camp Road Segment 2 -- Phases 2a and 2b) (“**Amendment #1**”) is made this ___ day of _____, 2020 (“**Effective Date**”) by and between THE COUNTY OF ORANGE, a political subdivision of the State of California (the “**County**”), and RMV COMMUNITY DEVELOPMENT, LLC, a California limited liability company (“**RMV**”). The County and RMV are sometimes hereafter collectively referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. The County and RMV are parties to that certain *Construction Agreement (Cow Camp Road Segment 2 -- Phases 2a and 2b)* dated October 31, 2017 and further identified as Orange County Agreement No. MA-080-17012088 (the “**Agreement**”).

B. The Agreement addresses the roles and responsibilities of the Parties in relation to the construction of - and payment for - those portions of the Cow Camp Road improvement program specifically identified as “Phase 2a” and “Phase 2b” (the “**Project**”).

C. All capitalized terms appearing in this Amendment #1 and not specifically defined herein shall have the same meanings as ascribed in the Agreement.

D. Exhibit A-1 of the Agreement sets forth a description of the Project (the “**Project Description**”). The Parties are desirous of amending the Project Description in order to expand the scope of the right-of-way and facilities that comprise the Project. Specifically: Extend Phase 2b of the Project an additional 1,550 feet (easterly) and include two (2) additional intersections and appropriate drainage structures (collectively, the “**Expanded Improvements**”). The locations of the Expanded Improvements are depicted in the attached Exhibit A-1 Modified.

E. Preliminary engineering estimates (copies of which are attached hereto as Exhibit B-3) indicate a total cost of \$8,657,900 to implement the Expanded Improvements as an element of the Project. Specifically (and as reflected in the engineering estimates) the projected cost for implementation of those portions of the Expanded Improvements extending from Station Point 145+50 to 149+00 (“**Section 2B2**”) are \$1,296,700; the projected cost for implementation of those portions of the Expanded Improvements extending from Station 149+00 to Station 161+00 (“**Section 2C1**”) are \$7,361,200.

F. The Parties have determined that cost responsibility for implementation of the Expanded Improvements should be allocated as follows: One-third (1/3) County, and two-thirds (2/3) RMV. Accordingly, and based upon the preliminary estimate identified above, the Parties’ respective cost obligations for implementation of the Expanded Improvements are:

- County -- \$2,857,107 (the “**County Share**”); and
- RMV -- \$5,800,793 (the “**RMV Share**”).

G. The Agreement acknowledges that (i) the aggregate of Measure M2 funds and available and projected CFD funds are not sufficient to cover the estimated construction costs of the Project and (ii) additional funds will be needed in order to cover anticipated costs of Project construction (*see* Agreement at Section 11.a).

H. In recognition of this limitation on available Project funding, Section 11.b of the Agreement identifies a mutual obligation on the part of the County and RMV to cooperate in seeking additional funds sufficient to cover the full costs of the Project (which additional funds, upon receipt, would enable the County to compensate RMV for the full costs of construction of the Project).

I. Subsequent to the Parties’ execution and delivery of the Agreement, the County has agreed to use Road Fund to cover the County Share.

J. The Parties are desirous of amending the Agreement in order to (i) identify the Expanded Improvements as an element of the Project, (ii) recognize Road Fund as an additional Funding Source and (iii) memorialize the County’s pledge to cover the County’s proportionate cost responsibility for the Expanded Improvements.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendment to Exhibit (A-1), Project Description. The Project Description (*i.e.*, Exhibit A-1 of the Agreement) is hereby amended to include the modified Project Description that is attached hereto (“**Exhibit A-1-Modified**”). The Parties agree that (i) Exhibit A-1-Modified accurately describes the scope, and the individual elements, of the Project (inclusive of the Expanded Improvements).

2. Amendment to Section 11(b). The following text is hereby added to Section 11(b) of the Agreement:

11(b)(vii) Expanded Improvements

(a) Description of Funds. The Parties agree that RMV will be responsible for two-thirds (2/3) of the cost of the Expanded Improvements and County will be responsible for one-third (1/3) of the cost. County will draw from the Road Fund to cover its portion of the cost of the Expanded Improvements. The costs of the Expanded Improvements are listed in the attached Exhibit B-3 (Engineering Estimates for Expanded

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Improvements) and the modified project schedule is shown in the attached Exhibit A-2 Modified.

(b) Actions to be Taken. Compensation would be requested for eligible construction costs as discussed in Section 10 of the Agreement.

3. Ratification; Remainder of Agreement Unmodified. The Agreement, as amended hereby, is and shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed in all respects. The execution and delivery of this Amendment #1 shall not operate as a waiver of or, except as expressly set forth herein, an amendment of any right, power or remedy of either party in effect prior to the date hereof.

4. Counterparts. This Amendment #1 may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

5. Entire Agreement. This Amendment #1 constitutes the sole and only agreement of the Parties hereto with respect to the subject matter hereof (other than the Agreement, as amended hereby) and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof and cannot be changed except by their written consent.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment #1 on the dates opposite their respective signatures:

RMV COMMUNITY DEVELOPMENT, LLC
a California limited liability company

By: RANCHO MISSION VIEJO, LLC,
a Delaware limited liability company
Its: Authorized agent and manager

4/1/2020
Date: _____

DocuSigned by:
Elise Millington
By: _____
3C225FC7080646B...
Elise L. Millington
Executive Vice President and
Chief Financial Officer

4/1/2020
Date: _____

DocuSigned by:
Jeremy Laster
By: _____
00D0A4B4A9C1447...
Jeremy T. Laster
Executive Vice President and
Chief Operating Officer

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COUNTY OF ORANGE,
a political subdivision of the State of
California

Date: _____

By: _____
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRWOMAN
OF THE BOARD OF SUPERVISORS PER
GC § 25103, RESO. 79-1535

APPROVED AS TO FORM:

By: _____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

By: Ray Diaz 4/14/2020
Deputy County Counsel
County of Orange, California

EXHIBIT A-1- MODIFIED**PROJECT DESCRIPTION**

The Project consists of the construction of Phases 2a and 2b of Segment 2 of that public right-of-way known as “Cow Camp Road” – a new arterial highway located in the unincorporated portion of Orange County and within the project area boundaries of the Rancho Mission Viejo Planned Community. Construction of Cow Camp Road began in 2013 with the development of that portion identified as “Segment 1” – *i.e.*, a section commencing at Antonio Parkway and extending easterly to a point just east of the planned intersection with Los Patrones Parkway (the “Current Terminus Point”). Construction of Segment 1 was completed in June, 2016. Segment 2 of Cow Camp Road is proposed to begin at the Current Terminus Point and extend easterly for a distance of approximately 2.5 miles, ultimately culminating at/connecting to Ortega Highway (SR-74). Phases 2a and 2b represent approximately one-half of the ultimate improvements planned for Segment 2, commencing at the Current Terminus Point and extending east for approximately 1.58 miles. The Project also includes the grading and placement of drainage facilities, bike lanes, trails, curbs, sidewalks, intersection improvements and the installation of utilities within, crossing and adjacent to the roadway to accommodate both current and future needs. The Project includes a new bridge structure across Gobernadora Canyon that spans a distance of approximately 1,400 feet. These improvements are consistent with the County of Orange’s Master Plan of Arterial Highways (MPAH) for the ultimate circulation improvements in this area.

EXHIBIT A-1-MODIFIED

DEPICTION OF EXPANDED IMPROVEMENTS

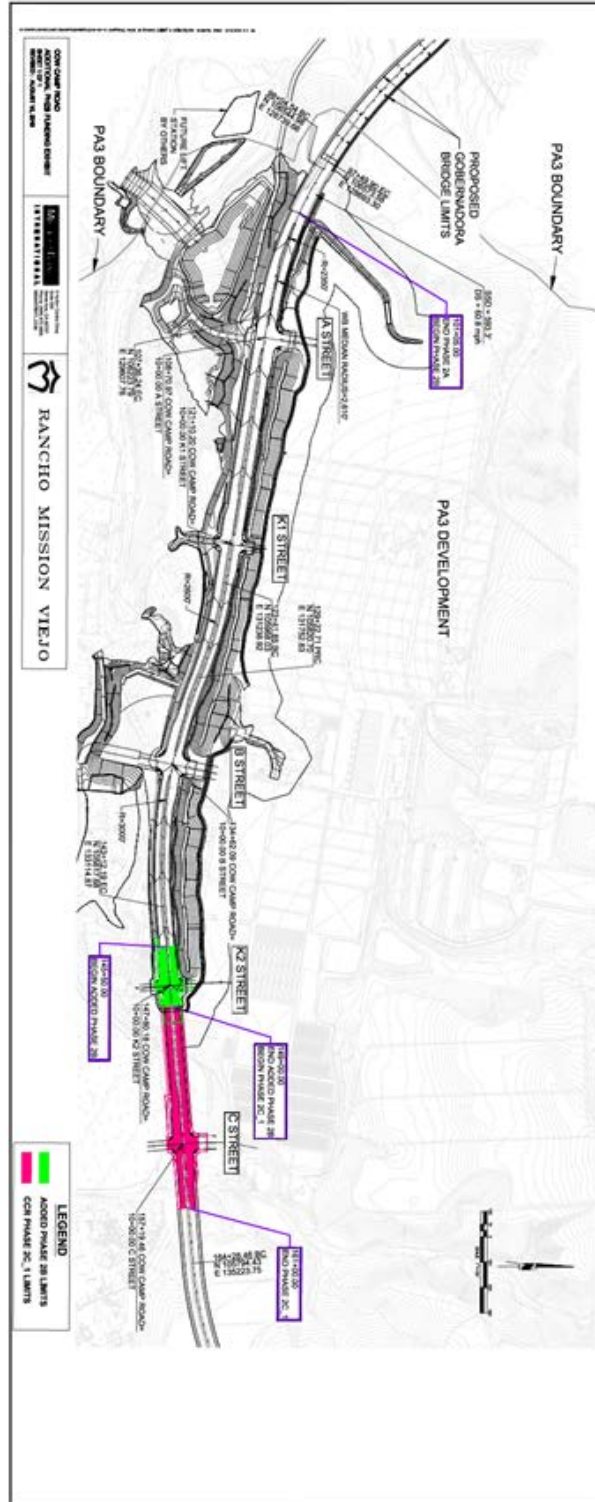


Exhibit A-1 Modified

EXHIBIT A-2-MODIFIED

PROJECT SCHEDULE

Dates:	Activities
April 2016	RMV awards final design contract for Project
Dec 2019	RMV awards construction contract(s) for Project
April 2020	Start Construction of Project
By June 2021	Complete Section 2B2
FY 2023/24	Complete Section 2C1

EXHIBIT B-3

ENGINEERING ESTIMATES FOR EXPANDED IMPROVEMENTS

COW CAMP ROAD PHASE 2B (ADDITIONAL ROADWAY ESTIMATE)

From 145+50 to 149+00

County of Orange ST Permit # ST180004

ENGINEER'S ESTIMATE

August 27, 2019

COST CODE	ITEM	C/S	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<i>200-200-200/ Cow Camp Rd 2B</i>							
Grading							
	0		Mobilization	1	EA	\$ 47,497.50	\$ 47,497.50
	1		Earthwork	22,500	CY	\$ 8.00	\$ 180,000.00
- Subtotal Grading -							\$ 227,497.50
Drainage							
	2		Install 18" RCP (D-Load Per Profile)	200	LF	\$ 120.00	\$ 24,000.00
	3		Install 42" RCP (D-Load Per Profile)	370	LF	\$ 180.00	\$ 66,600.00
	4		Construct Junction Structure-Type I per OCPW Std Plan 321-2-OC	1	EA	\$ 6,000.00	\$ 6,000.00
	5		Construct Junction Structure-Type II per OCPW Std Plan 320-2-OC	2	EA	\$ 8,500.00	\$ 17,000.00
	6		Construct Junction Structure-Type VI per OCPW Std Plan 332-2-OC	1	EA	\$ 1,100.00	\$ 1,100.00
	7		Construct Brick and Mortar Plug per Detail on Sheet SD-DT1	5	EA	\$ 1,300.00	\$ 6,500.00
	8		Construct Inlet Type II per OCPW Std Plan 1302	2	EA	\$ 5,500.00	\$ 11,000.00
- Subtotal Drainage -							\$ 132,200.00
Asphalt							
	9		Construct ARHM (GG-B)	550	TN	\$ 100.00	\$ 55,000.00
	10		Construct AC (Type III)	2,850	TN	\$ 90.00	\$ 256,500.00
- Subtotal Asphalt -							\$ 311,500.00
Concrete							
	11		Construct Curb & Gutter, Type A2-B, W=2' per OCPW 120-2	700	LF	\$ 30.00	\$ 21,000.00
	12		Construct 4" CF Median Curb per Detail "B", OCPW STD Plan 120-2-OC	450	LF	\$ 22.00	\$ 9,900.00
	13		Construct Curb Ramp per OCPW Std Plan 1115, Type 1, Modified per Plan Detail on Sheets DT-002, DT-003	4	EA	\$ 6,000.00	\$ 24,000.00
	14		Construct 4" Thick Concrete Sidewalk per OCPW Std Plan 1205	8,000	SF	\$ 12.00	\$ 96,000.00
	15		Construct FCC Ramp including Variable CF Curb	600	SF	\$ 20.00	\$ 12,000.00
	16		Install Median Underdrain per OCPW Std 1114, Alt. II with Mrafi 140N Filter Fabric (or Approved Equal) and 4" ABS SDR 35, ASTM D2751	200	LF	\$ 35.00	\$ 7,000.00
	17		Install 4" PVC Irrigation Sleeves	900	LF	\$ 8.00	\$ 7,200.00
	18		Install 6" PVC Irrigation Sleeves	450	LF	\$ 10.00	\$ 4,500.00
	19		Construct 21" Local Depression at Catch Basin per SPPWC 313-3, Case E and Details on Sheet DT-001	2	EA	\$ 4,500.00	\$ 9,000.00
- Subtotal Concrete -							\$ 190,600.00
Fencing, & Barricades							
	20		Install Dead End Metal Beam Guard Railing per OCPW Std Plan 1401	170	LF	\$ 80.00	\$ 13,600.00
	21		Install Temporary High-Visibility Fence per Caltrans Std Plan RSP T65	1,200	LF	\$ 5.00	\$ 6,000.00
- Subtotal Fencing, Barricades -							\$ 19,600.00
Class I Bike Trail							
	22		Construct 0.6' AC (Type III) - Bike Trail	45	TON	\$ 90.00	\$ 4,050.00
	23		Remedial Grading - 12-in Over Excavation per Geotechnical Recommendation	1,000	SF	\$ 2.00	\$ 2,000.00
- Subtotal Class I Bike Trail -							\$ 6,050.00
Street Lighting							
	24		Install Street Light - LED (22,000 Lumens)	2	EA	\$ 5,000.00	\$ 10,000.00
- Subtotal Street Lighting -							\$ 10,000.00
Dry Utilities							
	25		Dry Utilities	1	LS	\$ 100,000.00	\$ 100,000.00
- Subtotal Dry Utilities							\$ 100,000.00
SUBTOTAL							\$ 997,447.50
15% Administration Costs (Construction Support)							\$ 149,617.13
15% Contingency							\$ 149,617.13
TOTAL BASE BID AND OPTIONAL ITEMS							\$ 1,296,681.76

NOTE : Wet Utilities are Not Included in this Estimate

COW CAMP ROAD PHASE 2C_1 (PRELIMINARY ROADWAY ESTIMATE)

From 149+00 to 161+00 *

ENGINEER'S ESTIMATE

August 27, 2019

COST CODE	ITEM	C/S	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<i>xxx-xxx-xxx/ Cow Camp Rd 2C_1</i>							
Grading							
	1		Mobilization	1	EA	\$ 289,640.00	\$ 289,640.00
	1		Earthwork	385,000	CY	\$ 8.00	\$ 3,080,000.00
- Subtotal Grading -							\$ 3,349,640.00
Drainage							
	2		Preliminary Roadway Drainage	1	LS	\$ 350,000.00	\$ 350,000.00
- Subtotal Drainage -							\$ 350,000.00
Asphalt							
	3		Construct AC (Type III)	8,760	TN	\$ 90.00	\$ 788,400.00
- Subtotal Asphalt -							\$ 788,400.00
Concrete							
	4		Construct Curb & Gutter, Type A2-6, W=2' per OCPW 120-2	2,400	LF	\$ 30.00	\$ 72,000.00
	5		Construct 4" CF Median Curb per Detail "B", OCPW STD Plan 120-2-OC	2,600	LF	\$ 22.00	\$ 57,200.00
	6		Construct Curb Ramp per OCPW Std Plan 1115, Type 1, Modified per Plan Detail on Sheets DT-002, DT-003	4	EA	\$ 6,000.00	\$ 24,000.00
	7		Construct 4" Thick Concrete Sidewalk per OCPW Std Plan 1205	14,000	SF	\$ 12.00	\$ 168,000.00
	8		Construct PCC "NEV" Ramp including Variable CF Curb	600	SF	\$ 20.00	\$ 12,000.00
	9		Install Median Underdrain per OCPW Std 1114, All II with Mrafi 140N Filter Fabric (or Approved Equal) and 4" ABS SDR 35, ASTM D2751	1,100	LF	\$ 35.00	\$ 38,500.00
	10		Install 6" PVC SDR 35, ASTM D3034	1,100	LF	\$ 30.00	\$ 33,000.00
	11		Connect 6" PVC to End of 18" RCP per Detail on Sheet DT-004	2	EA	\$ 500.00	\$ 1,000.00
	12		Median Drain Assembly @ PVC per Detail on Sheet DT-004	2	EA	\$ 300.00	\$ 600.00
	13		Install 4" PVC Irrigation Sleeves	1,000	LF	\$ 8.00	\$ 8,000.00
	14		Install 6" PVC Irrigation Sleeves	500	LF	\$ 10.00	\$ 5,000.00
	15		Construct 21' Local Depression at Catch Basin per SPPWC 313-3, Case E and Details on Sheet DT-501	4	EA	\$ 4,500.00	\$ 18,000.00
- Subtotal Concrete -							\$ 437,300.00
Fencing, & Barricades							
	16		Install Dead End Metal Beam Guard Railing per OCPW Std Plan 1401	170	LF	\$ 80.00	\$ 13,600.00
	17		Install Temporary High-Visibility Fence per Caltrans Std Plan RSP T65	3,000	LF	\$ 5.00	\$ 15,000.00
- Subtotal Fencing, Barricades -							\$ 28,600.00
Class I Bike Trail							
	18		Construct 0.6' AC (Type III) - Bike Trail	250	TON	\$ 90.00	\$ 22,500.00
	19		Remedial Grading - 12-in Over Excavation per Geotechnical Recommendation	5,500	SF	\$ 2.00	\$ 11,000.00
- Subtotal Class I Bike Trail -							\$ 33,500.00
Signal							
	20		Traffic Signal (At "C" Street)	1	LS	\$ 300,000.00	\$ 300,000.00
- Subtotal Signal -							\$ 300,000.00
Street Lighting							
	21		Install Street Light - LED (22,000 Lumens)	5	EA	\$ 5,000.00	\$ 25,000.00
- Subtotal Street Lighting -							\$ 25,000.00
Dry Utilities							
	22		Preliminary Dry Utilities	1	LS	\$ 350,000.00	\$ 350,000.00
- Subtotal Dry Utilities -							\$ 350,000.00
SUBTOTAL							\$ 5,662,440.00
15% Administration Costs (Construction Support)							\$ 849,366.00
15% Contingency							\$ 849,366.00
TOTAL BASE BID AND OPTIONAL ITEMS							\$ 7,361,172.00

NOTE :

1. Wet Utilities are Not Included in this Estimate
2. * Station limit was adjusted to Station 161+00 to accommodate a full median taper transition