CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) executed a construction contract with J.A.R. Construction, Inc. (JAR) for the completion of the Pellicano Drive Widening Project (Project); and

WHEREAS, the CRRMA issued a *Notice of Default and Claim Against Performance Bond* to JAR and its surety company, United States Fire Insurance Company (Surety), in December of 2022, which included a demand against the Surety to complete the remaining scope of work and other obligations of JAR for the Project; and

WHEREAS, the CRRMA and Surety executed a Takeover Agreement to restart construction on a portion of the Project, which now requires an amendment to remove certain scope items that will not be completed under the referenced Takeover Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the CRRMA's Executive Director is authorized to execute an amendment to the Takeover Agreement with the United States Fire Insurance Company for the construction of Phase 1 of the Pellicano Drive Widening Project.

PASSED AND APPROVED THIS 9TH DAY OF SEPTEMBER 2026.

CAMINO REAL REGIONAL
MOBILITY AUTHORITY

____
Joyce A. Wilson
Chair

ATTEST:

____
Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

____
Raymond L. Telles
Executive Director

FIRST AMENDMENT

TAKEOVER AGREEMENT

This First Amendment (the "**Amendment**") is made and entered into on the last date noted on the signature page, by and between United States Fire Insurance Company (the "**Surety**") and the Camino Real Regional Mobility Authority (the "**CRRMA**"). Surety and CRRMA shall be collectively referred to as the "**Parties**".

RECITALS:

WHEREAS, the Parties executed a Takeover Agreement dated August 13, 2025 (the "**Takeover Agreement**"), in which the Surety agreed to engage a Completion Contractor to construct Phase 1 of the Pellicano Drive Widening Project using a portion of the construction funds remaining from the original Pellicano Drive Widening Project;

WHEREAS, the Takeover Agreement identifies the scope of Phase 1 as the construction work enumerated within the Phase 1 Design Plans, which were incorporated by reference into the Takeover Agreement, and such Phase 1 Design Plans included a Base Bid as well as the three Alternates, which consisted of illumination, pedestrian amenities, and landscaping improvements;

WHEREAS, the available construction funds remaining from the original Pellicano Drive Widening Project that are to be used for Phase 1, which is referenced as the "Takeover Amount" within the Takeover Agreement, are sufficient to complete construction of only the Base Bid component of Phase 1 but none of the three Alternates; and

WHEREAS, the Parties now desire to amend the Takeover Agreement to remove the requirement for construction of the Alternates (illumination, pedestrian amenities, and landscaping) from the scope of Phase 1.

NOW, THEREFORE, based on the exchange of valuable consideration, the receipt and sufficiency of which is acknowledged, the Surety and CRRMA agree to the following terms and conditions:

AGREEMENTS:

1. Section 5.(d) of the Takeover Agreement is deleted in its entirety and replaced with the following:

(d) The "Takeover Amount" shall be hereafter defined as the sum of $7,612,008.52 (which represents the value of the work to be completed for Phase 1, as there is no retainage). The Takeover Amount includes up to $7,500,000.00 (which represents the additional "Gap Funding" to be provided by the CRRMA needed to complete Phase 1). The Takeover Amount may be increased or decreased, as appropriate, as a result of any change in scope, including, without limitation, orders for extra work (work that is different from, in excess of, or beyond the Phase 1 scope of work) requested or required by CRRMA after the date of execution of this Agreement, design changes, and/or value engineering.

2. Section 28.a. of the Takeover Agreement shall be deleted in its entirety and replaced with the following:

a. Phase 1 Design Plans, excluding Alternate 1 (illumination), Alternate 2 (pedestrian amenities), and Alternate 3 (landscaping).

3. The Parties hereby clarify and confirm that the term "Phase 1" as used in the Takeover Agreement includes only the base bid scope and does not include scope from Alternate 1 (illumination), Alternate 2 (pedestrian amenities), or Alternate 3 (landscaping).

4. Unless defined within this Amendment, capitalized terms shall refer to the defined term identified within the Takeover Agreement.

5. Except as expressly amended by this Amendment, the Takeover Agreement shall remain in full force and effect.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last date indicated below, and each of the undersigned personally represent and warrant that they have the full right, power, and authority to execute this Amendment on behalf of the respective parties.

CAMINO REAL
REGIONAL MOBILITY AUTHORITY

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

UNITED STATES FIRE INSURANCE
COMPANY

By: David Thomas

Name: David Thomas

Title: Senior Vice President

Date: 8/19/2026