
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That Amendment 2 to the Design/Right-of-Way Cooperative Agreement between the City of Stockton and the State of California Department of Transportation, for the FRENCH CAMP/I-5 INTERCHANGE RECONSTRUCTION PROJECT is hereby approved.

2. The City Manager is hereby authorized to execute said Amendment 2 to the Design/Right-of-Way Cooperative Agreement, a copy of which is attached as Exhibit A and incorporated herein by this reference.

3. The City Manager is hereby authorized to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED ________________ JUN 2 9 2010 ________________.

ANN JOHNSTON, Mayor
of the City of Stockton

KATHERINE GONG MEISNER
City Clerk of the City of Stockton

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AMENDMENT NO. 2 TO AGREEMENT

This AMENDMENT NO. 2 to AGREEMENT, entered into effective on ________________, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “STATE,” and the

CITY OF STOCKTON, a body politic and a municipal corporation of the State of California, referred to herein as CITY.
RECITALS

1. The parties hereto entered into Agreement No. 10-241, on July 9, 2007. Said Agreement defined the terms and conditions for Plans, Specifications, and Estimates (PS&E) and Right of Way (R/W) work towards a project to reconstruct and modify Interstate 5 at French Camp Road, referred to herein as PROJECT.

2. The parties hereto also entered into Amendment No. 10-241 A-1, on June 18, 2008. Said Amendment reallocated PS&E, R/W support and capital funds.

3. Exhibit A of the Amendment 10-241 A-1 set R/W support funding at $308,476.

4. It has now been determined that funding for R/W support needs to be increased.

5. A Revised Exhibit A is attached, and made part of this Amendment to Agreement to show an increase of R/W support funds by $150,000.

6. It has also been determined that PROJECT will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

1. That the existing Exhibit A-1 to Agreement (District Agreement No. 10-241) will be replaced with the revised Exhibit A-2, dated February 9, 2010, attached to and made a part of this Amendment to Agreement. The Revised Exhibit A-2 supersedes the Exhibit A-1.

2. The termination date specified in Article 15 of Section 3 of said Agreement shall now be June 30, 2011 instead of June 30, 2010.

3. All other terms and conditions of said Agreement (District Agreement No. 10-241) shall remain in full force and effect.

4. Any reference to Exhibit A in the original Agreement, or Exhibit A-1 in Amendment is deemed to refer to the Revised Exhibit A-2, dated February 9, 2010.
STATE OF CALIFORNIA
Department of Transportation

RANDELL IWASAKI
Director

By: ____________________________
ROSS A. CHITTENDEN
District Director
District 10

CITY OF STOCKTON
425 N. El Dorado Street
Stockton, CA 95202

By: ____________________________
KEVIN O’ROURKE
Interim City Manager
City of Stockton

Attest:
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

Approved as to Form and Procedure

[Signature]
Attorney
Department of Transportation

Approved as to Form & Content

[Signature]
City Attorney
Deputy City Attorney
City of Stockton

Certified as to State Funds

THOMAS L. HARBOUR
District 10 Budget Manager

Certified as to Financial Terms and Conditions

[Signature]
Accounting Administrator
## REVISED EXHIBIT A-2
### Estimated Costs
(March 22, 2010)

<table>
<thead>
<tr>
<th></th>
<th>State</th>
<th>City</th>
<th>Federal SAFETEA-LU/HPP</th>
<th>Federal Omnibus Spending Bill Funds</th>
<th>TOTAL</th>
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<tr>
<td>PS&amp;E</td>
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<td>$ 964,895</td>
<td>$ 2,235,105</td>
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<td>R/W Support</td>
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<td>R/W Capital</td>
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<td>$ 50,000 *</td>
<td>0</td>
<td>0</td>
<td>$ 50,000 *</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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<td>$ 8,158,775</td>
<td>$ 5,834,701</td>
<td>$4,215,000</td>
<td>$18,208,476</td>
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</tbody>
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* If Eminent Domain exceeds one month, $50,000 per month will be shifted from R/W Capital (ref. Section 1, Article 6 and Section II, Article 6 of this Cooperative Agreement).