TO: Mayor and City Council
FROM: Public Works Department

SUBJECT: RESOLUTIONS: I-5/EIGHT-MILE ROAD INTERCHANGE, PROJECT NO. 03-25, FEDERAL PROJECT NO. 10-434304

RECOMMENDATION

It is recommended that the following four (4) resolutions be adopted in conjunction with the I-5/Eight Mile Road Interchange Project:

1. Authorize the City Manager to execute Contract Change Order (CCO) No. 2 to Rajappan and Meyer Consulting Engineers, Inc., (R&M) in the amount of $105,900 for additional design services during bidding and construction; and

2. Authorize the City Manager to execute Contract Change Order No. 2 to Salaber Associates, Inc., (Salaber) in the amount of $92,500 for additional construction management services due to the extension of the construction completion date; and

3. Authorize the City Manager to execute Contract Change Order No. 28 to RGW Construction, Inc., (RGW) in the amount of $125,000 for additional work necessary to conform the northbound on- and off-ramps and the southbound on- and off-ramps to the Eight-Mile Road widening; and

4. Authorize the City Manager to execute Amendment No. 2 to the reimbursement agreement between A. G. Spanos Company (Spanos) and the City of Stockton.

It is further recommended that the resolutions authorize the City Manager to record any and all appropriations and transactions necessary to complete funding of the project.

Summary

With the increase in traffic volumes resulting from the Spanos developments east and west of I-5 and other developments in the north Stockton area, the I-5/Eight Mile Road Interchange Project was developed. As a condition of development, Spanos was required to make the necessary improvements to the interchange. The costs to design and construct these improvements are 100% eligible for PFF reimbursement, therefore the City entered into a Public Facilities Fee (PFF) Reimbursement Agreement with Spanos for engineering design of the project. Upon completing the engineering design, Spanos requested that the City assume responsibility for bidding and constructing the project. The City agreed, and awarded a construction contract for the project to RGW. The Council also approved hiring Spanos' design engineer, R&M, for design support services during construction, as well as Salaber Associates for construction management, inspection, and testing services during construction. To minimize construction and scheduling conflicts between Spanos' ongoing development work and the interchange project, the City agreed to install frontage improvements, sanitary sewers, and ramp widening for Spanos, while
RESOLUTIONS: I-5/EIGHT-MILE ROAD INTERCHANGE, PROJECT NO. 03-25,
FEDERAL PROJECT NO. 10-434304

June 28, 2005

Spanos agreed to install storm drainage improvements for the City. Staff is recommending that the original reimbursement agreement be amended to reflect this. Also staff is recommending approval of change orders for RGW, R&M, and Salaber for additional work and services requested by the City during construction.

DISCUSSION

Background

With the increase in traffic volumes resulting from the Spanos developments east and west of I-5 and other developments in the north Stockton area, the I-5/Eight Mile Road Interchange Project was developed. The project includes the widening of Eight-Mile Road to accommodate a future eight-lane facility through the I-5 interchange. (It will be striped for seven lanes until such time as the rest of Eight-Mile Road on either side of the freeway has been widened.) The improvements also include adding approach and departure lanes at the freeway ramps/surface street intersections; traffic signal installations at both intersections of Eight-Mile Road and access ramps; reconstructing the northbound and southbound off-ramps to two lanes; and widening the northbound on-ramp to two lanes and the southbound on-ramp to allow for three lanes with ramp metering. A public art component consisting of an oak tree branches relief pattern is also incorporated in the tie-back-wall construction under the freeway.

As a condition of development, Spanos was required to make the necessary improvements to the interchange. Spanos hired R&M to design the interchange improvements as well as to perform the necessary environmental evaluations and to obtain the needed permits and Caltrans and Federal Highway Administration approvals for the project. As the costs to plan, design, and construct the improvements to the I-5/Eight-Mile Road Interchange are 100% eligible for PFF reimbursement, the City entered into a Public Facilities Fee (PFF) Reimbursement Agreement with Spanos in March 2001 for engineering design costs for the project in the amount of $611,274. On June 24, 2003, Council approved Amendment No. 1 to this reimbursement agreement in the amount of $389,728 for additional planning and engineering costs.

Upon completing the planning, environmental evaluation, and engineering design, and after obtaining the necessary State and Federal approvals, Spanos requested that the City assume responsibility for bidding and constructing the project. The City agreed and on February 24, 2004, the Council awarded a construction contract for the project to RGW in the amount of $6,419,925.45. The Council also approved hiring Spanos’ design engineer, R&M, for design support services during construction in the amount of $296,700 and with Salaber for construction management, inspection, and testing services during construction.

Present Situation

Spanos has informed the City that their design engineer incurred additional costs in the amount of $120,610 when preparing the final design documents for bidding. This extra work was to accommodate changes requested by Caltrans during the bidding of the project. This will bring the total amount reimbursable to Spanos for planning, environmental evaluation and permitting, and engineering design to $1,121,612.

To ensure proper coordination between the City's interchange contractor and the contractor hired by Spanos for their ongoing development projects in the vicinity of the interchange, it was agreed that some portions of Spanos' development work (frontage improvements, installation of sanitary sewers, ramp widening) should be incorporated into the I-5/Eight Mile Road Interchange project to minimize construction and scheduling conflicts between Spanos' contractor and the City's contractor. Likewise Spanos agreed that a portion of the interchange project drainage system, which overlaps into Spanos' project area, would be installed by Spanos. Therefore staff is recommending that the existing reimbursement agreement between the City and Spanos be amended as follows:

1. City agrees to reimburse Spanos an additional $120,610 for supplemental engineering design services provided by R&M.
2. Spanos agrees to reimburse the City $595,679 for sewer, frontage, and ramp widening improvement work performed by the City for Spanos.
3. City agrees to reimburse Spanos $36,819.44 for drainage improvement work performed by Spanos for the City.

Further, during the construction contract award process, it had become apparent that the opening of the Spanos Park West Shopping Center would coincide with the start of the project construction. In anticipation of the increased traffic volumes at the interchange during construction, Public Works installed temporary traffic signals and made emergency changes to the construction plans to revise the construction sequencing and add temporary ramp widening at the northbound off-ramp and southbound on-ramp.

R&M's original contract for design support during construction did not include or anticipate any of these changes to the project plans. Therefore, CCO No. 1 in the amount of $41,310 was issued to cover the partial costs of preparing the engineering designs for the changes. Public Works staff will need to issue a second change order, in the amount of $105,900, for the remaining cost needed to fully compensate R&M for their extra services related to the changes. Because this amount has exceeded the Council approved change order
authority, Council approval is required for this change order. Based on a careful review of invoices submitted by R&M related to the changes mentioned above, staff finds the requested change order amount to be reasonable and recommends approving the change order.

Salaber's contract for construction management, inspection, and testing services was based upon an anticipated construction completion date of April 2005. Due to weather delays, the construction completion date shifted to May 2005 and a change order to Salaber's contract (CCO No. 1) in the amount of $62,329.41 was issued to cover their services through the month of May 2005. However additional late spring rains have pushed the construction completion date to July 2005 and another change order to Salaber's contract is now needed to extend their construction management, inspection, and testing services to the end of the new completion date. Staff has negotiated a contract change order for these services in the amount of $92,500.00. Because this amount has exceeded the Council approved change order authority, Council approval is required. Depending on the project, construction management services can be anywhere from 10% to 18% of the total construction cost. The original contract with Salaber for construction management services was 7.7% of the original construction contract amount. This change order together with CCO No.1 will increase this percentage to 10%. Based on a careful review, staff finds the proposed scope of services and fees to be reasonable and recommends approving the change order.

Public Works staff has processed 27 change orders in the amount of $545,739.82 for extra work which included revised construction staging, addition of temporary lanes on northbound off-ramp and southbound on-ramp, changes in traffic handling, drainage, lighting and electrical, irrigation, and other extra work as requested by Public Works. Staff now needs to issue another change order (CCO No. 28) for additional work necessary to conform the northbound on- and off-ramps and the southbound on- and off-ramps to the Eight-Mile Road widening. The contract plans do not address this issue. The estimated cost of this change order is $125,000. Because this amount will exceed the Council approved change order authority limit, Council approval is required. Public Works staff has carefully reviewed this amount and has found it to be reasonable, therefore recommends approving the change order.

FINANCIAL SUMMARY

As of June 7, 2005, there was an unencumbered balance in multi funded Account 9972: 8-Mile/I-5 Interchange of $427,000 leaving a shortfall of $371,400. The project is scheduled to be completed by July 2005. There are surplus funds available in the March Lane SPRR
Grade Separation project that will be transferred into this project. The City Manager is requested to complete the following transfer to fund the project through completion:

Transfer from:
Account #: 911-9919 March Lane SPRR Grade Sep: PFF Zone 1 $420,000

Transfer to:
Account #: 911-9972 8 Mile/I-5 Interchange Imps: PFF Zone 1 $420,000

Funding transferred above the identified shortfall will be used for administrative staff charges related to project oversight and unforeseen construction contingencies.

PREPARED BY: Clifton Gayotin

Respectfully submitted,

ERIC ALVAREZ, P.E.
CAPITAL IMPROVEMENT
PROGRAM MANAGER

APPROVED BY CITY MANAGER
RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 2 TO RAJAPPAN AND MEYER CONSULTING ENGINEERS, INC., FOR I-5/EIGHT-MILE ROAD INTERCHANGE (PROJECT NO. 03-25) IN THE AMOUNT OF $105,900

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

1. Contract Change Order No. 2 in the amount of ONE HUNDRED FIVE THOUSAND NINE HUNDRED DOLLARS ($105,900), between the City of Stockton and Rajappan and Meyer Consulting Engineers, Inc., for the I-5/EIGHT-MILE ROAD INTERCHANGE (Project No. 03-25) is hereby approved.

2. The City Manager is authorized and directed to execute said Contract Change Order No. 2, a copy of which is attached as Exhibit A and incorporated by this reference, and to record any and all appropriations and transactions necessary to complete funding of the project.

PASSED, APPROVED and ADOPTED ________________________.

ATTEST: EDWARD J. CHAVEZ
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
CITY OF STOCKTON

Contract Change Order No. 2

Interstate 5/Eight Mile Road Interchange Project
Project No. 03-25

Original Contract Price $296,700.00
CCO No. 1 $41,310.00
CCO No. 2 $105,900.00
Revised Contract Price $443,910.00

TO RAJAPPAN & MEYER CONSULTING ENGINEERS, INC. (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

Additional design services during construction on a time and materials basis per attached Amendment No. 2 dated April 25, 2005.

Amount Not to Exceed $105,900.00

The additional compensation, if any, included in this change order constitutes full compensation, including all mark ups, profits, surcharges, taxes and overhead costs, for the change in work as specified.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree. If this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, 2 days extension of time will be allowed.

Accepted Date 5/3/05

Rajappan & Meyer Consulting Engineers, Inc.

Title VICE PRESIDENT

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

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EXHIBIT "A"
EXHIBIT A
AMENDMENT 2
EIGHT MILE ROAD/INTERSTATE 5 INTERCHANGE
CONSTRUCTION PERIOD DESIGN SERVICES

The objective of this work is to provide design support for construction of the I-5/Eight Mile Road interchange project in north Stockton. The City of Stockton (CITY) will be the lead agency for administration of the project construction. The CITY will retain a separate Construction Manager (CM) to manage and provide Resident Engineering (RE) services for the construction project. Project construction is expected to take 12 months.

Additional services are required to address changes in initial design at startup of construction. The following additional services are required:

SCOPE OF SERVICES

TASK 1 - COORDINATION AND MEETINGS

Project coordination time has increased from the original planned 12 months to 14 months.

TASK 2 - CONSTRUCTION SURVEYS

No Change from Original Scope

TASK 3 - DESIGN SERVICES DURING CONSTRUCTION

This task has been amended to include preparation of one Potential Change Order (PCO) design documents, which shall be budgeted separately. Additional PCO documents required due to initial construction requirement changes include the following:

PCO No. 4 revised 7 Typical Cross Section and Drainage plans. These revisions were made to address drainage issues.

PCO No. 5 revised or added 50 sheets, including Typical Cross Sections, Layout, Construction Details, Drainage, Quantities, Electrical and Structure plans. These revisions widened Eight Mile Rd under the bridges by 0.2 m in order to accommodate future widening for additional traffic growth, removed the raised median west of I-5 and revised the drainage system due to new utility information. Electrical plans were revised based on new staging and traffic handling plans (temporary signals and lighting). Structure plan revised aesthetic detail in response to issues raised by the Contractor.

PCO No. 6 revised or added 27 sheets, including Drainage, Traffic Handling, Sign and Electrical plans. The drainage revisions addressed new retaining wall conflicts with drainage along the southern ramps. Traffic Handling revisions were in response to Caltrans comments on sign sizes and locations, as well as to add protection for temporary lighting. Sign revisions were in response to Caltrans comments to reduce the size of the bridge mounted overhead signs. Electrical revisions were in response to field data and temporary lighting requirements.

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.

APRIL 25, 2005
EXHIBIT A
AMENDMENT 2
EIGHT MILE ROAD/INTERSTATE 5 INTERCHANGE
CONSTRUCTION PERIOD DESIGN SERVICES

PCO No. 7 was sent on June 14 and revised 44 sheets, including Layout, Construction Details, Drainage, Utilities, Quantities and Electrical plans. The layout and electrical revisions were in response to coordination with Spanos’s Contractor for widening Eight Mile Road on both ends of our project. Construction Detail and drainage revisions were also in response to coordination issues, as well as responding to field issues. Utility plans were revised to reflect pothole information and incorporate the latest plans from the utility companies.

Plan Revision 10 revised 5 sheets, including Electrical and structure plans. These changes include revisions of the electrical items near the future metering on the SB on-ramp and soffit lighting at the undercrossing, in response to talks with the Construction Manager.

Plan Revision 11 included Drainage, Signing and Quantity plans, in response to Caltrans comments.

Revised cross-sections for the project, requested by the Construction Manager.

Plan Revision 12 includes Drainage and Quantity plans. The changes were made to reroute Drainage System No. 3, which conveys irrigation water from the east side of the freeway to the west side, around the south side of the basin rather than underneath it. While the original design was approved by Caltrans, the rerouting was recommended by the CM. These revisions include an attempt to reroute the system to the north side of the basin, which was rejected due to construction issues.

Plan Revision 13 revised 7 Drainage plans. These changes were made to the drainage system in the SB on ramp due to the Contractor claiming too much money for the changes issued in PCO No. 6, which resolved a conflict between the drainage system and the retaining walls on the southern ramps. This revision moved the drainage system as close as possible to the wall, thus minimizing the extra costs the Contractor was claiming.

Plan Revision 14 revised 7 Drainage sheets. These changes were made to the drainage system in the NB off ramp. Similar to the revisions in the SB on ramp in Plan Revision 13, the Contractor claimed that there would be extra costs associated with installation of the pipes unless they could be placed closer to the retaining wall and thus within the wall’s structural backfill.

Plan Revision 15 revised 3 Construction Details sheets. These changes were made to increase the AC overlay on Eight Mile Road from 30 mm to 50 mm due to the difficulty in placing the thinner overlay and concerns about its durability.

Plan Revision 16 revised 8 sheets, including Traffic Handling and Quantity sheets. These changes were made to conform to the existing configuration of Eight Mile Road east of the project site. It was originally anticipated that the south side widening of Eight Mile Road would be completed.

Plan Revision 17 included Traffic Handling and Pavement Delineation sheets. Changes were made to shift traffic further south on the west end of the project site to allow DSS (Contractor for Eight Mile Road widening project) to install drainage and sewer lines.

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.  PAGE A-2  APRIL 25, 2005
EXHIBIT A  
AMENDMENT 2  
EIGHT MILE ROAD/INTERSTATE 5 INTERCHANGE  
CONSTRUCTION PERIOD DESIGN SERVICES

Plan Revision 18 revised 9 Drainage sheets. Revisions were made to drainage system 5 due to an unexpected utility conflict, as well as to minimize the amount of Cement Lined Ductile Iron Pipe (CLDIP), necessary when the storm drain system crosses over the domestic water line.

Plan Revision 19 revised 4 Construction Details and structural sheets. Changes were made to elevations within the intersections at Eight Mile Road and both ramps so that the ramps would conform to the cross slope of Eight Mile Road. Revisions were also made to elevations on the west end of the project to better reflect the actual elevation of the existing Eight Mile Road when it was widened and shifted to the south near Trinity Parkway.

Plan Revision 20 revised 5 Planting and Irrigation sheets to reflect changes made when the SB on ramp was widened to the inside.

Plan Revision 21 revised 4 Drainage sheets. These revisions were made when it was discovered that the drainage line on the west end of the project was not installed by DSS per plan.

TASK 4 - PUBLIC INFORMATION

No changes from original scope

TASK 5 - PREPARATION OF AS-BUILTS

No change from original scope

SERVICES NOT PROVIDED BY CONSULTANT IN THIS SCOPE OF WORK

The following activities are not included in CONSULTANT’S amended scope of services under this contract. These services would be conducted as additional work, if required:

1. Construction management or inspection.
2. Additional Change Order design.
3. Inspection or monitoring of construction work.
4. Additional Right of Way Acquisition documents.
5. Additional environmental clearance documents.
6. Additional ground surveying for addendum.
7. Conversion of files to Microstation format.
EXHIBIT B
COMPENSATION

Item A. Basic Compensation Fee

The maximum amount of compensation for basic services to be paid to CONSULTANT under this AGREEMENT, including both payments for professional services and reimbursable expenses, shall be increased by $105,900 to a new not exceed total of $443,910 for all Tasks as described in the original Exhibit A, Amendment 1 Exhibit A and Amendment 2 Exhibit A. Hours and budget may be adjusted from phase to phase, with prior approval from CITY.

CONSULTANT shall, during the term of this AGREEMENT, invoice CITY every four weeks for services performed on each phase under this AGREEMENT during the previous four-week period. Providing the services covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, CITY shall pay CONSULTANT the amount shown on the invoice within thirty (30) days of receipt of the invoice.

The invoice for each project shall describe the topics and tasks completed during the invoice period in accordance with the Schedule of Project Fees and the Schedule of Charge Rates, incorporated herein. The invoice shall list the hours expended, with charge rates, and reimbursable expenses in accordance with the schedule of charge rates, incorporated herein. The invoice shall also show the total to be paid for the invoice period. Rate Schedules are as follows under ITEM B.

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*Billing rates include direct salary, overhead, fringe benefits and allowance for profit on labor.

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B-1
Other Direct Costs
Photocopying, blueprints, photo developing (at cost)

Cost Reimbursement Costs
Commercial services (e.g., printing, computer time, laboratory fees, materials and suppliers) are billed as other direct reimbursement costs.

All project costs, including material costs, shall be absorbed into the CONSULTANT'S hourly rates, except those expressly identified in the Schedule of Charge Rates above.

All charge rates as shown above, shall remain in effect for the duration of the agreement, including any amendments hereto unless otherwise agreed in writing by CITY.

These hourly rates are effective from the date of execution of this agreement, after which time the rates are subject to annual review and adjustment.
### AMENDMENT 2

8-Oct-01

Estimated Level of Effort for Rajappan & Meyer

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<th>Task 2 Construction Surveys</th>
<th>Task 3 Design Support</th>
<th>Task 4 Public Information</th>
<th>Task 5 As-Builts</th>
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Resolution No. __________

STOCKTON CITY COUNCIL

RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 2 TO SALABER ASSOCIATES, INC., FOR I-5/EIGHT-MILE ROAD INTERCHANGE (PROJECT NO. 03-25) IN THE AMOUNT OF $92,500

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

1. Contract Change Order No. 2 in the amount of NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS ($92,500), between the City of Stockton and SALABER ASSOCIATES, INC., for the I-5/EIGHT-MILE ROAD INTERCHANGE (Project No. 03-25) is hereby approved.

2. The City Manager is authorized and directed to execute said Contract Change Order No. 2, a copy of which is attached as Exhibit A and incorporated by this reference, and to record any and all appropriations and transactions necessary to complete funding of the project.

PASSED, APPROVED and ADOPTED ________________________.

ATTEST:               EDWARD J. CHAVEZ
                       Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

::ODMA\GRPWISE\COS.PW.PW_Library:79371.1
CITY OF STOCKTON

Contract Change Order No. 2

Interstate 5 / Eight Mile Road Interchange Project
Project No. 03-25

Original Contract Price $476,440.00
CCO No. 1 62,329.41
CCO No. 2 92,500.00
Revised Contract Price $631,269.41

TO SALABER ASSOCIATES, INC. (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

Additional construction management services on a time and material basis per attached proposal dated May 19, 2005.

Amount Not to Exceed $92,500.00

The additional compensation, if any, included in this change order constitutes full compensation, including all mark ups, profits, surcharges, taxes and overhead costs, for the change in work as specified.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, 60 days extension of time will be allowed.

Accepted Date 5/31/05

Salaber Associates, Inc.
(Contractor)

Title

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

Increase

Total cost of change not to exceed $92,500.00

Submitted By

Section Manager

Approval Recommended
Deputy Public Works Director/City Engineer

Approved ___________________________ 2005

City Manager

Approved - City Council Resolution No.

Available Funding Verified

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By ____________
CITY ATTORNEY

52
May 19, 2005

City of Stockton, Department of Public Works
425 N. El Dorado Street
Stockton, CA  95202-1997

Attention: Clifton Gayotin, Project Manager

SUBJECT:  INTERSTATE 5/EIGHT-MILE ROAD INTERCHANGE PROJECT
           PROJECT NO. 03-25
           AMENDMENT NO. 2 TO PROVIDE CONSTRUCTION MANAGEMENT
           SERVICES

Dear Cliff:

As previously discussed, SAI has reviewed the project budget to date and attached for your
consideration is the projected cost estimate to complete the project through July 2005. This
amendment is necessary for the following reasons:

1. The sanitary sewer utility was added via amendment to the construction contract after
   the initial construction management estimate was provided to the City. This has resulted
   in additional material testing costs.

2. The extra work required at the beginning of the project to widen the northbound off ramp
   and southbound on ramp has resulted in a delay to the project in the amount of 11
   working days. This has also resulted in additional materials testing costs.

3. The architectural relief panel design delay issue has resulted in a 39 working day delay
   to the project completion date.

4. As of the date of this letter there have been 60 non working days due to inclement
   weather which has extended the contract completion date.

5. The meeting with Caltrans at the beginning of the project in which Caltrans expressed
   concern for inadequate inspection staff. This resulted in adding a full time Assistant
   Resident Engineer (ARE). Please note SAI's original estimate did not include the ARE at
   full time. The ARE has been providing supplemental inspection as needed.

6. The Contractor has been performing periodic night work in addition to normal day work.
   This has resulted in the need to provide additional inspection for the day shift. The
   project inspector has been working the night shift and the ARE has been covering the
   day shift.
7. The materials testing cost estimate was based on the possibility of using the ASTM methods in lieu of the more expensive CT test method. Caltrans would not accept ASTM and as a result the materials testing budget has been exceeded. In addition, due to the inclement weather additional compaction testing was required to verify subgrade conditions. Currently SAI is estimating that an additional $15,000 is needed to complete the project.

As such, per the attached spreadsheet SAI is projecting that an additional $92,500 is needed for construction management support to complete the project through July 2005. Currently the contractor's project completion date is late July 2005. This amendment would bring the revised budget to $648,710. Please note SAI's monthly invoices including materials testing services are approximately $45,000. This amendment would cover the 50 working day time extension with extra money available for unforeseen issues.

If you have any questions or would like to meet to discuss, please call me at (707) 689-3890.

Regards,

Robert LoRusso, P.E.
Vice President

Attachment: Work Plan and Hourly Projections – Revised 5/13/05

CC: Robert Salaber - SAI
    File
Resolution No. ___________

STOCKTON CITY COUNCIL

RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 28 TO RGW CONSTRUCTION, INC., FOR I-5/EIGHT-MILE ROAD INTERCHANGE (PROJECT NO. 03-25) IN THE AMOUNT OF $125,000

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

1. Contract Change Order No. 28 in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000), between the City of Stockton and RGW Construction, Inc., for the I-5/EIGHT-MILE ROAD INTERCHANGE (Project No. 03-25) is hereby approved.

2. The City Manager is authorized and directed to execute said Contract Change Order No. 28, a copy of which is attached as Exhibit A and incorporated by this reference, and to record any and all appropriations and transactions necessary to complete funding of the project.

PASSED, APPROVED and ADOPTED ____________________________.

ATTEST: EDWARD J. CHAVEZ
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

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CITY OF STOCKTON

Contract Change Order No. 28

INTERSTATE 5 & EIGHT MILE ROAD INTERCHANGE IMPROVEMENTS
Project No. 03-25

TO RGW Construction (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

EXTRA WORK AT FORCE ACCOUNT

CONFORM REDESIGN OF ALL RAMPS @ EIGHT MILE ROAD (PCO#32)
In accordance with Section 4-1.03D, "Extra Work" of the Standard Specification, RGW is directed to perform the ramp reconstruction and profile grinding per the attached drawings (Attachment #1 & #2) and revised contract plans C-4, C-6, and C-7. This work is necessary to conform the northbound on and off ramps and the southbound on and off ramps to the Eight Mile Road widening. The contract plans do not address this issue. Payment for this work shall be in accordance with Section 9-1.03, "Force Account Payment" of the Standard Specifications.

A contract time extension is deferred at this time until the work is completed and it can be determined if this change impacted the controlling operation and contract completion date.

Total estimated cost increase ........................................................................................................... $125,000.00

The additional compensation, if any, included in this change order constitutes full compensation, including all mark ups, profits, surcharges, taxes and overhead costs, for the change in work as specified.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, deferred days extension of time will be allowed.

Accepted Date_________________________________________

(Contractor)

PROCESSED UNILATERALLY

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

EXHIBIT "A"

Date: June 8, 2005
Sheet 1 of 6
Purchase Order No.: 139211
Appropriation No(s): 398-9972-640.20-62

CITY OF STOCKTON

Contract Change Order No. 28

INTERSTATE 5 & EIGHT MILE ROAD INTERCHANGE IMPROVEMENTS
Project No. 03-25

TO RGW Construction (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

EXTRA WORK AT FORCE ACCOUNT

CONFORM REDESIGN OF ALL RAMPS @ EIGHT MILE ROAD (PCO#32)
In accordance with Section 4-1.03D, "Extra Work" of the Standard Specification, RGW is directed to perform the ramp reconstruction and profile grinding per the attached drawings (Attachment #1 & #2) and revised contract plans C-4, C-6, and C-7. This work is necessary to conform the northbound on and off ramps and the southbound on and off ramps to the Eight Mile Road widening. The contract plans do not address this issue. Payment for this work shall be in accordance with Section 9-1.03, "Force Account Payment" of the Standard Specifications.

A contract time extension is deferred at this time until the work is completed and it can be determined if this change impacted the controlling operation and contract completion date.

Total estimated cost increase ........................................................................................................... $125,000.00

The additional compensation, if any, included in this change order constitutes full compensation, including all mark ups, profits, surcharges, taxes and overhead costs, for the change in work as specified.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, deferred days extension of time will be allowed.

Accepted Date_________________________________________

(Contractor)

PROCESSED UNILATERALLY

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

EXHIBIT "A"
RESOLUTION AUTHORIZING APPROVAL OF AMENDMENT NO. 2 TO THE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF STOCKTON AND A.G. SPANOS CONSTRUCTION INC, SPANOS PARK DEVELOPMENT COMPANY L.P., FOR THE INTERSTATE-5/EIGHT-MILE ROAD INTERCHANGE IMPROVEMENTS (PROJECT NO. 03-24)

WHEREAS, on March 27, 2001, pursuant to Resolution No. 01-0141, the City of Stockton (CITY) entered into a reimbursement agreement with A.G. Spanos Construction, Inc. and Spanos Park Development Company L.P., (collectively “DEVELOPER”), for the Interstate-5(I-5)/Eight-Mile Road Interchange Improvements, (Project No. 03-24); and

WHEREAS, on June 24, 2003, pursuant to Resolution No. 03-0346, CITY entered into a reimbursement agreement amendment with DEVELOPER for reimbursement of additional costs of the I-5/Eight-Mile Road Interchange; and

WHEREAS, CITY and DEVELOPER desire to amend certain sections of said Reimbursement Agreement and Reimbursement Agreement Amendment; and

WHEREAS, DEVELOPER has agreed to reimburse CITY for the installation of sewer, frontage and interchange ramp improvements made on behalf of DEVELOPER; and

WHEREAS, CITY has agreed to reimburse DEVELOPER for the installation of drainage improvements made on behalf of CITY; now therefore,

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

1. DEVELOPER shall reimburse CITY for the installation of sewer, frontage and interchange ramp improvements in the amount of $595,679 per Exhibit “A”; attached hereto and by reference made a part hereof.
2. CITY shall reimburse DEVELOPER for the installation of drainage improvements in the amount of $36,819.44 per Exhibit "B," attached hereto and by reference made a part hereof.

3. Section 2—Eligibility for Reimbursement/Financing, Item B, is hereby amended per Exhibit "C," attached hereto and by reference made a part hereof.

4. Section 3—Reimbursement Procedures, Item B, Rajappan & Meyer Agreement, is hereby amended to include Exhibit "C," attached hereto and by reference made a part hereof.

5. The City Manager is hereby authorized and directed to execute, on behalf of CITY, such agreement between CITY and DEVELOPER and authorized to record any and all appropriations and transactions necessary to complete funding of the project.

6. All other terms and conditions of said original reimbursement agreement and previous amendment shall remain in full force and effect.

PASSED, APPROVED and ADOPTED ____________________________.

EDWARD J. CHAVEZ
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
AMENDMENT TO REIMBURSEMENT AGREEMENT
FOR INTERSTATE 5 / EIGHT MILE ROAD INTERCHANGE
IMPROVEMENTS PROJECT NO. 03-25

This Amendment to Reimbursement Agreement for Interstate 5 / Eight Mile Road Interchange Improvements is made and entered into on __________, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and A.G. Spanos Construction Inc., a California Corporation, Spanos Park Development Company L.P., a California Limited Partnership (collectively "DEVELOPER").

WITNESSETH:

WHEREAS, CITY and DEVELOPER entered into a Reimbursement Agreement on March 27, 2001; and

WHEREAS, CITY and DEVELOPER entered into a Reimbursement Agreement Amendment on June 24, 2003; and

WHEREAS, DEVELOPER has agreed to reimburse CITY for the installation of sewer, frontage, and interchange ramp improvements made on behalf of DEVELOPER; and

WHEREAS, CITY has agreed to reimburse DEVELOPER for the installation of drainage improvement made on behalf of CITY; and

WHEREAS, CITY and DEVELOPER desire to amend certain sections of the said Reimbursement Agreement.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. DEVELOPER shall reimburse CITY in the amount of $595,679, per Exhibit "A".
2. CITY shall reimburse DEVELOPER for the amount of $36,819.44, per Exhibit "B".

3. Section 2—Eligibility for Reimbursement/Financing, Item B, is hereby amended per Exhibit "C," attached hereto and by reference made a part hereof.

4. Section 3—Reimbursement Procedures, Item B, Rajappan & Meyer Agreement, is hereby amended to include Exhibit "C," attached hereto and by reference made a part hereof.

5. All other terms and conditions of said original reimbursement agreement and previous amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Reimbursement Agreement to be executed on the date and year first written above.

"DEVELOPER"

A.G. SPANOS CONSTRUCTION INC., a California Corporation,

By: __________________________
Title: __________________________

SPANOS PARK DEVELOPMENT COMPANY L.P., a California Limited Partnership

By: __________________________
Title: __________________________

ATTEST:

CITY OF STOCKTON
CITY MANAGER

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

By: __________________________
City Manager

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: __________________________
City Attorney

Approved by City Council Resolution No. __________ on __________, 2005
Exhibit "A"

EIGHT MILE ROAD SANITARY SEWER
FROM STATION 37+19.8 TO 40+87.5

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Sub-Total                  |      |          |             | $326,200.00|

Plus CM costs (12%)        |      |          |             | $39,144.00 |

Total                      |      |          |             | $365,344.00|

EIGHT MILE ROAD SOUTHWEST FRONTAGE IMPROVEMENTS
FROM STATION 37+19.5 TO 38+75.9

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PAVEMENT DELINEATION AND SIGNING

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Sub-Total              |      |          |             | $139,977.00|

Plus CM costs (12%)    |      |          |             | $16,798.00 |

Total                  |      |          |             | $156,775.00|

SOUTHBOUND ON-RAMP INSIDE LANE WIDENING
(Change Order Work Based On Force Account)

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<td>Re-stripe ramp, set k-rail, &amp; clear/grub for inside widening</td>
<td>4/22/2004</td>
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<td>Remove AC SB onramp, crush &amp; bury in fill</td>
<td>4/26/2004</td>
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<td>Subgrade SB onramp; install temp. traffic screens on k-rail</td>
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<td>Import AB to SB onramp</td>
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<td>Import AB to SB onramp (portion DEWR)</td>
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<td>Place AC on SB onramp (portion of DEWR)</td>
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<td>Finish grade AB on SB onramp (portion of DEWR)</td>
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<td>Import AB to SB onramp; install temp. traffic screens on k-rail</td>
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<td>Shoulder back SB onramp and move k-rail</td>
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<td>Clean up SB onramp after removal of k-rail</td>
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Sub-Total              |      |          |             | $65,677.93 |

Plus CM costs (12%)    |      |          |             | $7,882.07  |

Total                  |      |          |             | $73,560.00 |

Total Improvement Cost (SPANOS to reimburse CITY) $595,679.00

* UNIT PRICES BASED ON QUANTITIES FOR ENTIRE PROJECT FOR EACH ITEM
Exhibit "B"

DRAINAGE SYSTEM IMPROVEMENTS
FROM DETENTION BASIN TO EXISTING MH AT TRINITY AND EIGHT MILE

<table>
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<td>600mm RCP</td>
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<td>MINOR CONCRETE (MINOR STRUCTURAL)</td>
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<td>2.16</td>
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<td>$32,874.50</td>
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<tr>
<td><strong>Total Improvement Cost (CITY to reimburse SPANOS)</strong></td>
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<td></td>
<td></td>
<td><strong>$36,819.44</strong></td>
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* UNIT PRICES BASED ON QUANTITIES FOR ENTIRE PROJECT FOR EACH ITEM

Plus CM costs (12%) $3,944.94
February 3, 2004

TO: Gemma Bischoff
City of Stockton

FROM: Keith Meyer
R&M

RE: Supplemental Scope and Budget No. 2 – I-5 Eight Mile Road Interchange Design
City Items Only

Gemma,

Attached per your request is our revised Supplemental Budget based on City-related changes at the I-5/Eight Mile Road interchange in Stockton. Additional work is now limited to advertisement of the project ahead of Caltrans approval, preparing addenda for changes from the final Caltrans review, and to provide R.E. file and bid support services, which were not in our original agreement. Additional budget to prepare addenda for the proposed sanitary sewer, prepare a change order for the widening of Eight Mile Road to its ultimate section west of I-5 are not included in this budget, but are included in our amendment with A.G. Spanos.

The budget increase is now for a total of $120,610, which will increase the total budget to $1,121,612 for all Phases and Tasks related to City work.

Do not hesitate to call me if you have any questions.

Sincerely,

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.

Keith G. Meyer
Vice President

cc: Gerry Sperry, AG Spanos
EXHIBIT 1
EIGHT MILE ROAD/INTERSTATE 5 INTERCHANGE
2nd SUPPLEMENTAL SCOPE OF SERVICES
CITY OF STOCKTON ITEMS ONLY

Additional work is required to advertise and construct the modification of the I-5/Eight Mile Road Interchange in Stockton. Additional work is required due to changes in two aspects of the project:

1) Additional scope of work required due to increase in project scope
2) Additional tasks required as requested by the City of Stockton or Caltrans.

INCREASES IN PROJECT SCOPE

The original scope of construction and current revisions are described as follows:

1. Widening of Eight Mile Road through the interchange area to a six-lane cross section, consisting of two westbound through lanes, a westbound double left-turn pocket to southbound I-5, an eastbound single left-turn pocket to northbound I-5 and two eastbound through lanes. Additional requirements included design of additional tie-back wall systems to push the width under the I-5 structure to the maximum possible.
   *No change*

2. Traffic signal installations (2) at the intersections of the Interstate 5 northbound and southbound ramps with Eight Mile Road.
   *No change.*

3. Widening of the northbound off-ramp and southbound off-ramp to add two approach lanes for each ramp, including retaining walls to avoid right of way acquisition from the Oak Grove Regional Park.
   *This intersection ramp required alternative design and design exception for handicap ramp configuration. Anticipated additional right of way from San Joaquin County was not acquired and the ramp required revision. This work will be issued as part of Addendum No. 1 to the bid documents.*

4. Widening of the southbound on-ramp to provide a standard two-lane entrance on-ramp with provision for ramp metering, including widening of the ramp to three lanes, which necessitates the construction of a retaining wall for the southbound shoulder to avoid right of way acquisition.
   *No change.*

5. Construction of retaining walls (6'-7" high) under the I-5 structure to accomplish the widening of Eight Mile Road to a six-lane cross-section, which were increased to 12ft. high tie back walls requiring special design and approval by Caltrans Division of Structures.
   *No change.*

6. Construction of free right turn lanes from Eight Mile Road to northbound and southbound on-ramps.
   *No change.*

7. Installation of standard interchange and roadway lighting within the project limits.
   *No Change.*

8. Installation of irrigated landscaping in medians and interchange graded areas, including additional landscape design for existing ramp slopes, and new detention basin area.

   *No change.*
EXHIBIT 1
EIGHT MILE ROAD/INTERSTATE 5 INTERCHANGE
2nd SUPPLEMENTAL SCOPE OF SERVICES
CITY OF STOCKTON ITEMS ONLY

10. Right of Way. The interchange requires acquisition of 2.74 acres of private land in order to accommodate the detention basin in the northwest quadrant.
*No change.*

**ADDITIONS REQUESTED BY THE CITY OR CALTRANS**

**PHASE I - GEOMETRIC CONCEPT DEVELOPMENT**
*No change in this supplement.*

**PHASE II - ENVIRONMENTAL DOCUMENT AND PROJECT REPORT**
*No change in this supplement.*

**PHASE III – PRELIMINARY DESIGN**
*No change in this supplement.*

**PHASE IV – FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATES**

**TASK 1 - COORDINATION AND MEETINGS**
*No change in this supplement.*

**TASK 2 - 65% PS&E PREPARATION**
*No change in this supplement.*

**TASK 3 - 95% PS&E PREPARATION**
*No change in this supplement.*

**TASK 4 - 100% PS&E PREPARATION**

4.1 Final Plans and Specs. *No change in this supplement.*
4.2 Engineers Estimate. *No change in this supplement.*
4.3 Approval of Encroachment Permit Application. *No change in this supplement.*
4.4. NPDES/SWPPP. *No change in this supplement.*
4.5. Bid Plans and Special Provisions. The City requested accelerated advertisement of the project before plans had been finalized by the Consultant and approved by Caltrans. A post-100% submittal is to be made to Caltrans for approval. The post-100% submittal is to be issued as Addendum No. 1 to the bid documents.

**NEW PHASE - BID SUPPORT PERIOD**

The City has advertised the project and requested preparation of materials to support advertising the project. These tasks include the following:

**TASK 1 – MINOR BID SUPPORT**
CONSULTANT shall provide engineering services to support the construction-bidding phase of the Project. Construction bidding procedures are the responsibility of the CITY. The following types of services are anticipated under this task:

- Minor clarification of existing design.
- Providing information in response to bidders' questions regarding the bid documents.
- Attendance at the Pre-Bid Meeting, and other meetings as requested.

**TASK 2 – PREPARATION OF R.E. FILE**
The CONSULTANT shall provide a file of materials required by the Resident Engineer. These files include slope...
EXHIBIT 1
EIGHT MILE ROAD/INTERSTATE 5 INTERCHANGE
2nd SUPPLEMENTAL SCOPE OF SERVICES
CITY OF STOCKTON ITEMS ONLY

stake notes, copies of all permits, cross-sections for earthwork quantities and calculation files. The file shall be presented in a binder for the use by the Resident Engineer.

SERVICES NOT PROVIDED BY CONSULTANT IN THIS SCOPE OF WORK

The following activities are not included in CONSULTANT’S scope of services under this contract. These services would be conducted as additional work, if required:

1. Construction management or inspection
3. Design services during construction (except noted in scope)
4. Maintenance agreements
5. Funding document preparation
6. Preparation of Cooperative Agreements
7. Caltrans Record of Survey
8. Record of Survey Mapping
9. The project limits have been extended westerly to include widening of Eight Mile Road to its full 8 lane cross-section. This extension to the west will include construction of sidewalk, roadway, lighting and signing. The work will be coordinated with Thomsen Hysell Engineers. This work will be submitted as a Construction Change Order.
10. A.G. Spanos has requested that a 30 inch sanitary sewer be added to the design through the interchange vicinity. This design is to be coordinated with profile provided by Thompson Hysell engineers. This addition will be submitted as Addendum No. 2 to the bid documents.
11. The median of Eight Mile Road is to be landscaped and irrigated from I-5 to Trinity Parkway. This work will be done by Gamboni Associates under subcontract to R&M. This work will be issued as a Construction Change Order.

ADDITIONAL SERVICES

CONSULTANT or its subconsultants may provide additional services, as requested by the CITY or SPANOS. Additional services may include items not included in the CONSULTANT’S scope of work or other services and will be negotiated separately based on the CONSULTANT’s billing rates.
### Supplement No. 2
**Estimated Level of Additional Effort - City Items Only**

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<th>Sidewalk Revisions</th>
<th>Design Exception</th>
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### Estimated Budget

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