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 JUN 28 2005.

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

MARK LEWIS, ESQ.

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

<table>
<thead>
<tr>
<th>ITEM</th>
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<th>QUANTITY</th>
<th>UNIT PRICE*</th>
<th>AMOUNT</th>
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<tr>
<td>SEWER MANHOLE</td>
<td>EA</td>
<td>2</td>
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<td>750 MM PVC SEWER PIPE</td>
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<td>368</td>
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<td></td>
<td></td>
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<td><strong>$365,344.00</strong></td>
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**EIGHT MILE ROAD SOUTHWEST FRONTAGE IMPROVEMENTS**
FROM STATION 37+19.5 TO 38+75.9

<table>
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<tr>
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<td>Tonne</td>
<td>924</td>
<td>$45.00</td>
<td>$41,580.00</td>
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<tr>
<td>CLASS 2 AGGREGATE BASE</td>
<td>M3</td>
<td>525</td>
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<td>CLASS 4 AGGREGATE SUBBASE</td>
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<td>$4,725.00</td>
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<td>SIDEWALK</td>
<td>M2</td>
<td>469</td>
<td>$50.00</td>
<td>$23,450.00</td>
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<tr>
<td>CURB &amp; GUTTER</td>
<td>M</td>
<td>156</td>
<td>$72.00</td>
<td>$11,232.00</td>
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<td>PAVEMENT DELINEATION AND SIGNING</td>
<td>LS</td>
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<td>$5,600.00</td>
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<td>LIGHTING</td>
<td>EA</td>
<td>3</td>
<td>$7,000.00</td>
<td>$21,000.00</td>
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<tr>
<td>FIBER OPTIC</td>
<td>M</td>
<td>160</td>
<td>$51.50</td>
<td>$8,240.00</td>
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<td></td>
<td></td>
<td></td>
<td><strong>$139,977.00</strong></td>
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<tr>
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<td></td>
<td></td>
<td><strong>$16,798.00</strong></td>
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<td><strong>$156,775.00</strong></td>
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**SOUTHBOUND ON-RAMP INSIDE LANE WIDENING**
(Change Order Work Based On Force Account)

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<tr>
<th>ITEM</th>
<th>Date of Work</th>
<th>Extra Work Report #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Re-stripe ramp, set k-rail, &amp; clear/grub for inside widening</td>
<td>4/22/2004</td>
<td>3.0</td>
<td>$7,098.36</td>
</tr>
<tr>
<td>Remove AC SB onramp, crush &amp; bury in fill</td>
<td>4/26/2004</td>
<td>4.0</td>
<td>$3,256.03</td>
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<tr>
<td>Subgrade SB onramp; install temp. traffic screens on k-rail</td>
<td>4/27/2004</td>
<td>5.0</td>
<td>$3,664.70</td>
</tr>
<tr>
<td>Import AB to SB onramp</td>
<td>4/28/2004</td>
<td>6.0</td>
<td>$15,009.62</td>
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<tr>
<td>Import AB to SB onramp (portion DEWR)</td>
<td>4/29/2004</td>
<td>7.0</td>
<td>$6,129.03</td>
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<tr>
<td>Place AC on SB onramp (portion of DEWR)</td>
<td>5/4/2004</td>
<td>8.0</td>
<td>$17,007.29</td>
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<tr>
<td>Finish grade AB on SB onramp (portion of DEWR)</td>
<td>5/3/2004</td>
<td>9.0</td>
<td>$4,696.35</td>
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<tr>
<td>Import AB to SB onramp; install temp. traffic screens on k-rail</td>
<td>4/30/2004</td>
<td>10.0</td>
<td>$5,334.21</td>
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<tr>
<td>Shoulder back SB onramp and move k-rail</td>
<td>5/5/2004</td>
<td>11.0</td>
<td>$3,226.91</td>
</tr>
<tr>
<td>Clean up SB onramp after removal of k-rail</td>
<td>5/6/2004</td>
<td>12.0</td>
<td>$255.49</td>
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<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
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<td><strong>$65,677.93</strong></td>
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<tr>
<td>Plus CM costs (12%)</td>
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<td><strong>$7,882.07</strong></td>
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<td><strong>Total</strong></td>
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<td><strong>$73,560.00</strong></td>
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**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>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE*</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>ROCK SLOPE PROTECTION (RSP)</td>
<td>M3</td>
<td>6.10</td>
<td>$140.00</td>
<td>$854.00</td>
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<tr>
<td>900mm CONCRETE FLARED END SECTION (FES)</td>
<td>EA</td>
<td>1.00</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>900mm REINFORCED CONCRETE PIPE (RCP)</td>
<td>M</td>
<td>11.50</td>
<td>$230.00</td>
<td>$2,645.00</td>
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<tr>
<td>600mm RCP</td>
<td>M</td>
<td>160.40</td>
<td>$160.00</td>
<td>$25,664.00</td>
</tr>
<tr>
<td>MINOR CONCRETE (MINOR STRUCTURAL)</td>
<td>M3</td>
<td>2.16</td>
<td>$650.00</td>
<td>$1,404.00</td>
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<tr>
<td>MISCELLANEOUS IRON AND STEEL</td>
<td>KG</td>
<td>123.00</td>
<td>$2.50</td>
<td>$307.50</td>
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Plus CM costs (12%)

**Sub-total**                                      **$32,874.50**

**Total Improvement Cost (CITY to reimburse SPANOS)** **$36,819.44**

* UNIT PRICES BASED ON QUANTITIES FOR ENTIRE PROJECT FOR EACH ITEM
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.

[Signature]

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
2. Design services during construction (except noted in scope)
3. Maintenance agreements
4. Funding document preparation
5. Preparation of Cooperative Agreements
6. Caltrans Record of Survey
7. Record of Survey Mapping
8. 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 Thorsen Hysell Engineers. This work will be submitted as a Construction Change Order.
9. 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.
10. 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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<tr>
<th>Title</th>
<th>Addendum No. 1</th>
<th>Sidewalk Revisions</th>
<th>Bid Support</th>
<th>RE File</th>
<th>TOTAL</th>
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<tr>
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<td><strong>60</strong></td>
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## Estimated Budget

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<td><strong>$24,800</strong></td>
<td><strong>$97,460</strong></td>
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### Subconsultants

- Kier&Wright (Survey/ROW): $0
- Luz Lux Foster (Artist): $0
- MTH Engineers (Lighting): $3,000
- Parikh Consultants (Geotechnical): $0
- Sugimura Associates (Landscape): $0
- Gamboni Landscape Design: $5,000
- Biggs Cardosa Associates: $5,000

### Other Direct Costs

- Materials: $0
- Travel: $200
- Printing/Copying: $3,500
- FAX/Mail: $200
- Permits/Fees: $0
- CADD and Computer: $2,560
- Administrative Fee: $650

| **SUBTOTAL ODC's** | **$20,110** | **$940** | **$600** | **$1,500** | **$23,150** |

| **TOTAL BUDGET**    | **$80,110** | **$7,400** | **$6,800** | **$26,300** | **$120,610** |