Clear Form

Print Form

C-10-004 A

CONTRACT ROUTING FORM

☐ Original Contract ■ Amendment/Renewal/Change Order ☐ Grant ☐ Subdivision Agreement ☐ Other

Council approval required? Yes ■ **No** ☐ **If no, provide account #**

(Council approval required for contracts over $30,014 for FY 09/10

Scheduled/ Approved by Council on: 7/21/09 AG 6.06

Resolution No: R09-019 ■ Copy Attached

Notary Required? **Yes** ☐ **No** ■ Recordation Required? **Yes** ☐ **No** ■

Contract Title: Amended Public Infrastructure Projects Funding Agreement Waterfront Merger Project Area

Vendor/Other Party: Port of Stockton

Contract Amount: $ N/A

routing order

1 **DEPARTMENT:** Revitalization

DEPARTMENT HEAD contract submission approval _____ (sig.) 11-9-09 (date)

Project Mgr: Erin Mettler ext: 8794 Staff: Amanda Thomas ext: 7590

Forwarded to: Attorney's Ofc on: 11/9/09 by: Christine Butler x7542

☐ **VENDOR/OTHER PARTY**

The following documents shall be submitted with the signed contract when required:

Business License Required? Yes ☐ No ■ Business License No. _____

Insurance Required? Yes ☐ No ■

Bonds Required? Yes ☐ No ■

Signed (2) Originals on 11/1/09

(Construction Contracts signed after Council Approval)

Forwarded to: on: by:

2 **CITY ATTORNEY**

Approved as to Form and Content on: 12/7/09 by: _____

Forwarded to: CM on: 12/7/09 by: RC

N/A **RISK SERVICES** RM # _____ ■ Risk Services Review exempted (attached)

Insurance Approved on: _____ by: _____

Bonds Approved on: _____ by: _____

Forwarded to on: by:

3 **CITY MANAGER**

Signed by City Manager on: 12/18/09

Forwarded to Clerk on: 12/18/09 by: CL

4 **CITY CLERK**

2 copies

City Clerk attested on: 1/4/10

Returned 1 original(s) to Originating Dept. on: 01-08-10 by: BOAF

Retained 1 original(s) for City's file, if appropriate

5 **ORIGINATING DEPARTMENT** Revitalization

Requisition No. _____ Original sent to vendor on: _____ by: _____

Copy of contract sent to Purchasing on: by:

N/A **PURCHASING:** Purchase Order # PUR #

R09-019

Resolution No. _____

STOCKTON REDEVELOPMENT AGENCY

RESOLUTION APPROVING AN AMENDMENT TO THE PUBLIC INFRASTRUCTURE PROJECT FUNDING AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY AND THE STOCKTON PORT DISTRICT FOR PUBLIC INFRASTRUCTURE PROJECTS IN THE WATERFRONT MERGER REDEVELOPMENT PROJECT AREA

The Stockton Redevelopment Agency adopted Resolution No. R06-062 approving the Public Infrastructure Projects Funding Agreement ("Agreement") with the Port of Stockton; and

The Agreement facilitates the completion of infrastructure and public improvements goals of the Redevelopment Project Areas; and

On June 23, 2009, the City Council adopted Ordinance No. 09-009, which merged three existing Redevelopment Project Areas: Port Industrial, Rough and Ready Island, and West End; into the Waterfront Merger Redevelopment Project Area; and

The Port of Stockton has requested an amendment to the Agreement changing the funding allocation structure and clarifying the term; and

The Port of Stockton Board of Commissioners approved the Amended Agreement at their June 22, 2009, meeting; and

It is anticipated that the Amendment to the Public Infrastructure Projects Funding Agreement for the Waterfront Merger Redevelopment Project Area will continue to enable certain public improvements to be carried out in and for the benefit of the Project Area, in addition to meeting the goals specified in the Stockton Redevelopment Agency's Five-Year Implementation Plan; now, therefore,

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

1. The Amendment to the Public Infrastructure Projects Funding Agreement is hereby approved.

2. The Executive Director is hereby authorized to execute the Amendment to the Public Infrastructure Project Funding Agreement, a copy of which is attached hereto as Exhibit "A."

City Atty
Review _____
Date July 23, 2009

3. The Executive Director is hereby authorized to make all required transfers and appropriations necessary to carry out the purpose and intent of this Resolution.

4. The Executive Director is hereby authorized to take whatever actions are appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED JUL 21 2009.

ANN JOHNSTON, Chairperson
Redevelopment Agency of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER, Secretary
Redevelopment Agency of the City of Stockton

::ODMA\GRPWISE\COS.HRD.HRD_Library:97444.1

C-10-07 1

AMENDED
PUBLIC INFRASTRUCTURE PROJECTS FUNDING AGREEMENT
WATERFRONT MERGER REDEVELOPMENT PROJECT AREA
(FORMERLY PORT INDUSTRIAL AND ROUGH & READY
REDEVELOPMENT PROJECT AREAS)

This Amended Public Infrastructure Projects Funding Agreement ("Amended Agreement") is made and entered into on 7/21/09, by and between the Redevelopment AGENCY of the City of Stockton, a public body, corporate and politic, hereinafter referred to as "AGENCY," and the Stockton Port District, a California Port District with municipal powers organized pursuant to Harbors and Navigation Code section 6200, et seq., hereinafter referred to as "PORT," with reference to the following facts and intentions:

W I T N E S S E T H:

A. WHEREAS, the AGENCY is vested with the responsibility for formulating and carrying out redevelopment projects within the Waterfront Merger Redevelopment Project Area ("Project Area") established by the Redevelopment Plan for the Waterfront Merger Redevelopment Project Area adopted by the Stockton City Council as Ordinance #009-09 on June 23, 2009 ("Redevelopment Plan") which includes the former Rough & Ready Island Project Area established by the Redevelopment Plan for Rough & Ready Island adopted by the Stockton City Council as Ordinance # 013-04 on July 13, 2004, ("Rough & Ready Plan"), the former Port Industrial Redevelopment Project Area established by the Redevelopment Plan for the Port Industrial Redevelopment Project Area ("Port Industrial Plan"), adopted by the Stockton City Council as Ordinance # 019-01 on July 10, 2001 and the former West End Urban Renewal Project No. 1 Redevelopment Project Area, as amended, originally established by the Amended Redevelopment Plan for the West End Urban Renewal Project No. 1 Redevelopment Project Area adopted by the Stockton City Council as Ordinance # 686 on October 9, 1961 ("West End Plan"); and

B. WHEREAS, the PORT owns the majority of the properties within the Project Area; and

C. WHEREAS, major goals of the Redevelopment Plan and of PORT and AGENCY include the development of the PORT operations and the provision of public infrastructure

improvements to the Project Area in order to provide for additional industrial and maritime development and so as to bring about more family wage jobs in the community and the Parties agree to cooperate to achieve these major goals; and

D. WHEREAS, the PORT has identified necessary public infrastructure needs in its annual budget; and the Rough and Ready Island Preliminary Opinion of Probable Cost dated August 15, 2006; and

E. WHEREAS, the AGENCY desires that the PORT administer certain programs of improvement, consistent with California Community Redevelopment Law ("Redevelopment Law") and identified in the PORT'S annual budget to be carried out in and for the benefit of the Project Area in furtherance of the Redevelopment Plan and the major goals of the Parties; and

F. WHEREAS, the PORT is willing to administer these programs of improvements, provided that the AGENCY provides the funding for these improvements to the extent the PORT does not have the current funding for such improvements.

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

1. IDENTIFIED PROJECTS

The PORT and the AGENCY have identified a list of potential projects and estimated costs that may be administered and funded through this Amended Agreement as set forth in the attached Exhibit "A." The AGENCY and the PORT shall meet annually during the term of this Amended Agreement to determine that the PORT'S proposed projects are consistent with the Redevelopment Law, the Redevelopment Plan, and that there is adequate redevelopment funding anticipated from the Port's apportioned share of the property tax increment revenue, as described below, (the "Apportioned Redevelopment Funding") during the next fiscal year through this Amended Agreement. It is understood that certain projects may carry-over from one fiscal year to another and nothing stated herein shall prevent the parties from committing to fund projects on a continuing basis over multiple years. Both parties recognize that certain legal findings, financial analyses and environmental review processes may be required before work may commence on any of the listed improvements. Therefore, neither

the AGENCY nor the PORT shall make any commitments to third parties regarding improvements to be funded pursuant to this Amended Agreement until all necessary environmental review is completed, any necessary findings made, and until tax increment funding is available. The PORT shall determine which projects it will fund with its share of the Apportioned Redevelopment Funding. The PORT shall consult with AGENCY to determine if its proposed projects are eligible for redevelopment funding under the Redevelopment Law and the Redevelopment Plan and that adequate funding is available from the Apportioned Redevelopment Funding. The AGENCY'S authority under this agreement shall be limited to determining if the PORT'S proposed projects are consistent with the Redevelopment Law and the Redevelopment Plan and to determine if adequate funding is available from the Apportioned Redevelopment Funding. The PORT agrees to spend the Apportioned Redevelopment Funding in an expeditious manner for redevelopment-qualified projects consistent with the Redevelopment Law and any other applicable State and Federal statutory obligations, including the California Labor Code and Federal Internal Revenue Code and to provide a full accounting of how all funds were utilized to enable the AGENCY to meets its fiscal reporting obligations. In regard to action under this Section 1 and all other provisions of this Agreement, the parties agree to act reasonably and in good faith.

2. FUNDING FOR PROJECT AREA IMPROVEMENTS: APPORTIONED REDEVELOPMENT FUNDING

The AGENCY agrees to provide Apportioned Redevelopment Funding to the PORT from tax increment revenues received by the AGENCY equal to twenty-five percent (25%) of all tax increment received from PORT-controlled property as of the effective date of this Agreement ("PORT-Controlled Property") in the Rough and Ready Island and Port Industrial portions of the Project Area (as shown on Exhibit B) for the statutory life of the Project Area, as determined by the Plan Effectiveness date (which is 2037 for the Rough & Ready portion and 2032 for the Port Industrial portion). The AGENCY shall receive the remainder of the tax increment revenue from the Rough and Ready Island and Port Industrial portions of the Project Area and all tax increment revenue from the remaining portion of the Project Area for use at its own discretion. The parties agree to meet on an as needed and regular basis to cooperate in meeting the AGENCY'S statutory obligations under the Redevelopment Law for fiscal management and Redevelopment Plan maintenance and implementation.

3. SOURCE OF AGENCY FUNDING

Notwithstanding any other provision of this Amended Agreement, AGENCY shall not be obligated to fund any improvements pursuant to this Amended Agreement from general AGENCY funds, funds set aside for housing, or from any AGENCY funds other than unencumbered tax increment revenue from the Project Areas. The AGENCY shall establish a separate account into which the Agency will place the tax increment for the PORT's Apportioned Redevelopment Funding on an annual basis starting in the 2012-2013 Fiscal Year (the "PORT'S Account"). The Agency shall make available all of its financial records and reports to the PORT on an annual basis. The Agency does not currently receive tax increment revenue from "Unencumbered Tax Increment" (as defined below) sufficient to provide the Apportioned Redevelopment Funding to pay for the PORT'S qualified projects, as described herein. Agency anticipates that tax increment will be received and placed into the PORT's Account within the 2012-2013 Fiscal Year, and payment by the Agency for the PORT'S qualified projects will begin thereafter and continue in accordance with this Amended Agreement as funds are available in the PORT's Account. If the California Legislature is not successful in diverting the Agency's redevelopment property tax increment for the next three years, sufficient unencumbered tax increment revenue may be received sooner and deposited into the PORT'S Account. As used in this Section 3, "Unencumbered Tax Increment" means the tax increment revenue actually received after the payment of all existing debt service as of the effective date of this Amended Agreement, all Agency administrative costs relative to the administration of this agreement and other State and Federal mandates. In addition unencumbered tax increment revenue from any portion of the Project Area shall not be available for deposit into the PORT's Account prior to three (3) years from the effective date of this Amended Agreement. The funding for any qualifying Port project under this agreement shall only come from revenues deposited into the PORT'S Account and generated from development on PORT-Controlled Property.

4. PROCEDURE FOR PAYMENT

The PORT shall submit to the AGENCY a cost certification statement bearing the signature of a duly authorized agent of the PORT, describing in detail the purposes for which the PORT seeks funding from the PORT'S Account. The AGENCY shall carry out its

responsibilities pursuant to Section 1. of this agreement and if it determines that the proposed purposes are consistent with all statutory and redevelopment parameters shall disburse the available funds in the PORT'S Account to the authorized representative. The PORT shall provide a signed receipt for all funds so disbursed. Upon the expenditure of the funds disbursed to the PORT from the PORT's Account or no less than quarterly a duly authorized agent of the PORT shall provide a full accounting of how all such disbursed funds were expended, including receipts, any applicable third party invoices, and including an explanation of how the costs set forth on the statement are consistent with the provisions of this Amended Agreement. Any funds expended that are not in compliance with this Amended Agreement shall be reimbursed by the PORT to the PORT's Account.

5. AUDIT RIGHTS

Once every year during the term of this Amended Agreement, the AGENCY or any designated agent or employee of the AGENCY shall be entitled to audit all the books, records and accounts of the PORT pertaining to the improvements installed pursuant to this Amended Agreement ("Improvements") to ensure the appropriate amounts have been paid to the PORT pursuant to this Amended Agreement. Such audit shall be conducted during normal business hours upon forty-eight (48) hours notice at the principal place of business of the PORT and other places where records are kept. Any audit undertaken under this Section shall be completed within sixty (60) days of the commencement thereof, subject to extensions of time for any periods of delay due to no fault of AGENCY or its auditors. If it shall be determined as a result of an audit that there has been an overpayment by the AGENCY for the Improvements, the overpayment shall become immediately due and payable by the PORT to be redeposited in the PORT's Account with interest at the then applicable Local Agency Investment Fund interest rate, determined as of and accruing from the date that said overpayment(s) was made. In addition, if overpayments made by the AGENCY based on the statements provided by the PORT exceed by five percent (5%) or more of the amount of the actual payments to be made and the AGENCY is correspondingly entitled to reimbursement from the PORT as a result thereof, then the PORT shall pay, in addition to the interest charges referenced hereinabove, all of the AGENCY'S reasonable costs and expenses connected with any audit or review of the PORT'S accounts and records. All such payments shall be paid within ten (10) days of receipt of written notice to the PORT of such overpayment. Until the PORT has reimbursed such overpayments,

the AGENCY shall have no further obligation to make further disbursements under this Amended Agreement.

6. TERM OF AMENDED AGREEMENT

Unless sooner terminated pursuant to Section 11, this Amended Agreement shall be in full force and effect for a period consistent with the statutory life of the Project Area (Plan Effectiveness date) or until such time as the Parties mutually agree to terminate this Amended Agreement in writing.

7. INDEBTEDNESS

It is understood by the AGENCY and the PORT the payments to be made by the AGENCY under this Amended Agreement, shall be a debt of the AGENCY and shall be paid solely from the tax increment revenue generated from PORT-Controlled Properties within the Rough and Ready Island and Port Industrial portions of the Project Area, after making any payments to affected taxing agencies as statutorily required, after setting aside the amount required by statute or other governing policy into the AGENCY'S Low and Moderate Income Housing Fund and meeting all existing outstanding debt obligations as of the effective date of this Amended Agreement.

8. PREVAILING WAGES

The PORT shall, and shall cause its contractors and subcontractors to pay prevailing wages in the construction of the improvements contemplated herein as those wages are determined pursuant to Labor Code sections 1720, et seq., and implementing regulations of the Department of Industrial Relations and comply with the other applicable provisions of Labor Code sections 1720, et seq., and implementing regulations of the Department of Industrial Relations. The PORT shall and shall cause its contractors and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code sections 1720, et seq. During the construction of the improvements, PORT shall or shall cause its contractors to post at the job site the applicable prevailing rates of per diem wages. PORT shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the AGENCY) the AGENCY and the City against any claim for claims, losses, liabilities, damages (direct or consequential), compensation, fines, penalties, causes of action,

administrative and judicial proceedings and orders, judgments, remedial action or requirements, enforcement actions of any kind, and all costs and expenses incurred therewith (including but not limited to attorneys' fees and costs) or other amounts arising out of the failure or alleged failure of any person or entity (including PORT, its contractors and subcontractors) to pay prevailing wages as determined pursuant to Labor Code section 1720, et seq., and implementing regulations or to comply with the other applicable provisions of Labor Code sections 1720, et seq., and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken in connection therewith.

9. SUBORDINATION

It is agreed by the parties hereto that payments to the PORT pursuant to this Amended Agreement are hereby subordinated to any and all payments necessary to satisfy the AGENCY'S obligations in connection with any existing or future bonded indebtedness or obligation which may be incurred by the AGENCY for the benefit of the Redevelopment Plan or to the extent necessary for any bonded indebtedness for which the AGENCY has pledged as a security or source of repayment tax increment generated within the Project Areas.

10. AMENDMENTS

The AGENCY may, from time to time, request changes in the scope of the services provided by the PORT or to the terms and conditions of this Amended Agreement. Such changes, which are mutually agreed upon by and between the PORT and AGENCY, shall be incorporated in written amendments to this Amended Agreement.

11. TERMINATION OF AMENDED AGREEMENT

If the PORT fails to fulfill in a timely and proper manner its obligations under this Amended Agreement, or if the PORT violates any of the covenants, stipulations, or provisions of this Amended Agreement, the AGENCY thereupon shall have the right but not the obligation to terminate this Amended Agreement by providing the PORT written notification and specifying the effective date of the termination. In such event, all finished and unfinished documents, data, studies, and reports prepared by the PORT under this Amended Agreement shall, at the option of the AGENCY, become its property and the

PORT shall be entitled to receive just and equitable compensation for any work completed on such documents.

If the AGENCY fails to maintain its obligation to the PORT, the PORT thereupon shall have the right but not the obligation to terminate this Amended Agreement by providing the AGENCY written notification and specifying the effective date of the termination. In such event, all finished and unfinished documents, data, studies, and reports prepared by the PORT under this Amended Agreement shall, at the option of the AGENCY, become its property and the PORT shall be entitled to receive just and equitable compensation for any work completed on such documents.

12. VALIDITY OF AMENDED AGREEMENT

If any provisions of this Amended Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Amended Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

13. NOTICES

Formal notices, demands, and communications between the AGENCY and the PORT shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, return receipt requested, or delivered by an express delivery service with a receipt showing date of delivery to the principal offices of the parties as follows:

AGENCY:	Redevelopment Agency of the City of Stockton 425 North El Dorado Street Stockton, California 95202 Attention: Executive Director
PORT:	Port of Stockton P.O. Box 2089 Stockton, CA 95201 Attention: Port Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as any party may from time to time designate by mail as

provided in this Section 13. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

14. APPLICABLE LAW

This Amended Agreement shall be interpreted under and pursuant to the laws of the State of California.

15. LEGAL ACTIONS

In the event any legal action is commenced to interpret or to enforce the terms of this Amended Agreement or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorneys' fees and costs incurred in such action.

In the event legal action is commenced by a third party or parties, the effect of which is to directly or indirectly challenge or compromise the enforceability, validity, or legality of this Amended Agreement and/or the power of the AGENCY or the PORT to enter into this Amended Agreement or perform its obligations hereunder, both the AGENCY or the PORT shall each in good faith defend and seek to uphold the Amended Agreement. Upon commencement of any such third party action, the AGENCY and the PORT shall meet in good faith and seek to establish a mutually acceptable method of defending such action.

16. ENTIRE UNDERSTANDING OF THE PARTIES

This Amended Agreement constitutes the entire understanding and agreement of the PORT and the AGENCY with regard to the subject matter of this Amended Agreement.

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/// (continued to next page)

17. NO THIRD PARTY BENEFICIARIES

No person or entity other than the PORT and the AGENCY, and their permitted successors and assignees, shall have any right of actions under this Amended Agreement.

By signing below, the parties agree to this Amended Agreement as of the date first written above.

ATTEST:

REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON

By:_____
Executive Director

KATHERINE GONG MEISTER
Redevelopment Agency, Secretary

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:_____
Assistant City Attorney

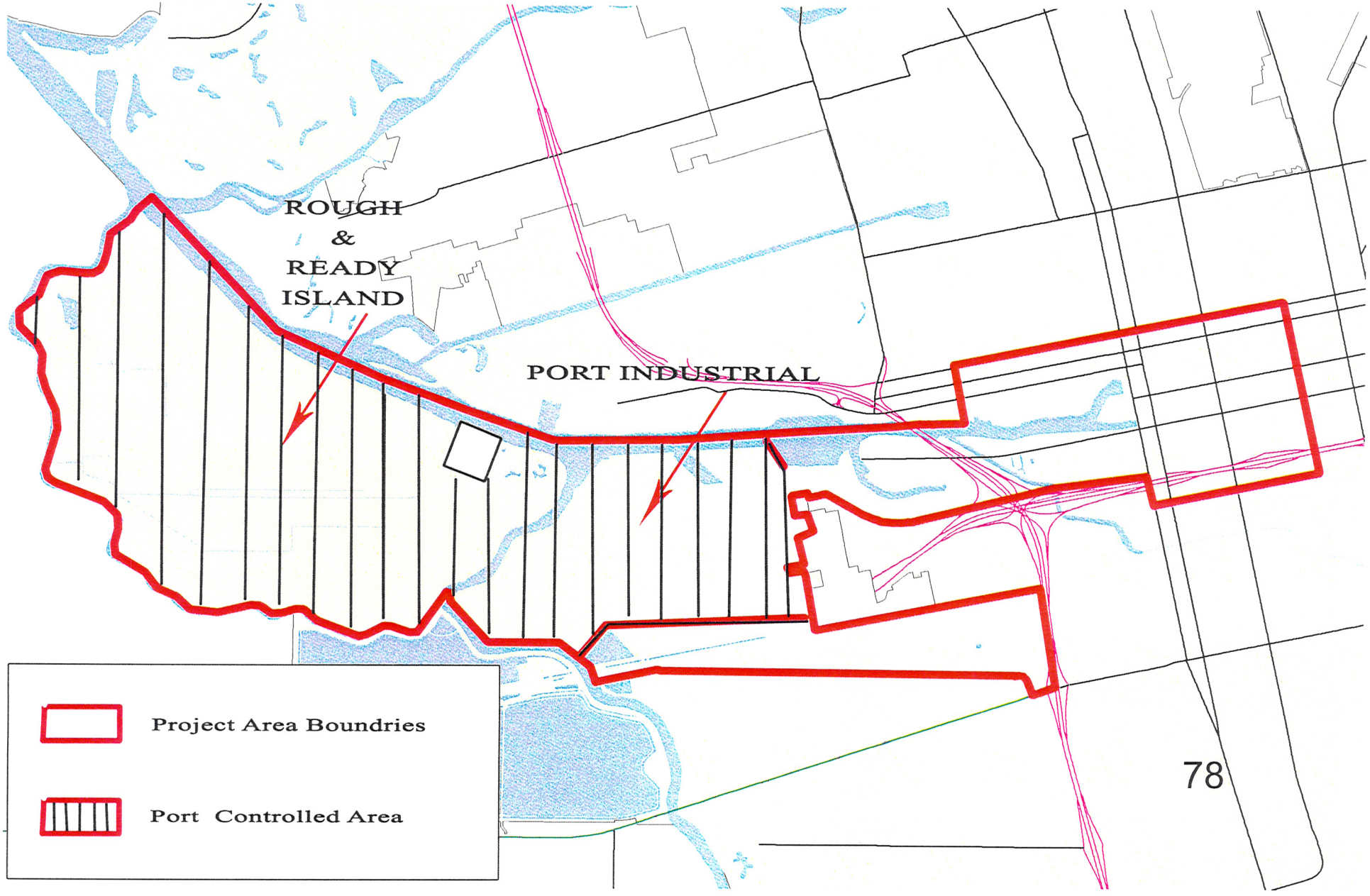
PORT OF STOCKTON

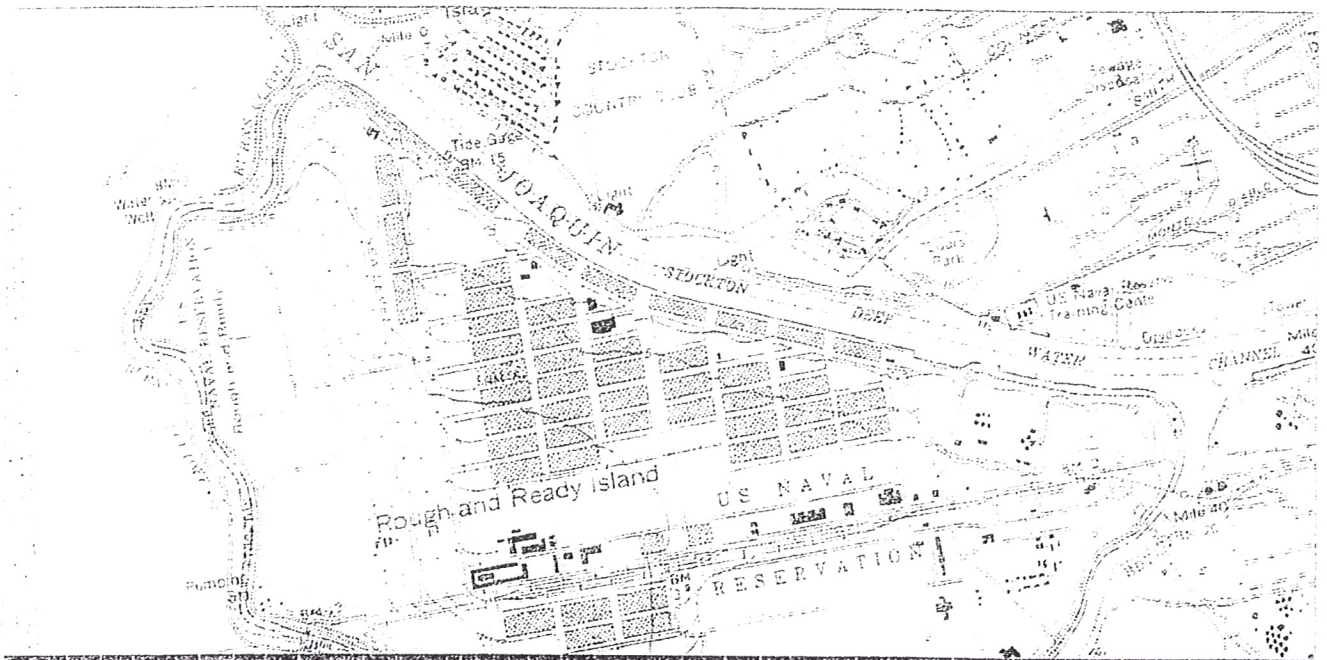
By:_____
Title: Port Director

By:_____
Port Attorney

EXHIBIT "A"

Waterfront Merged Redevelopment Project Area





ROUGH AND READY ISLAND

PRELIMINARY OPINION OF PROBABLE COST
PHASE 1 & FUTURE INFRASTRUCTURE ASSESSMENT

PREPARED FOR:
PORT OF STOCKTON

Mid-Valley Engineering • Land Planning • Entitlements • Engineering • Surveying • Construction Staking
[illegible] Street, Modesto, CA 95354 • 10100 Trinity Parkway, Suite 440, Stockton, CA 95219 • 866.526.4214 • www.mve.net

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PRELIMINARY OPINION OF PROBABLE COST

FOR PORT OF STOCKTON - ROUGH & READY ISLAND
UTILITIES DUE DILIGENCE STUDY FOR PHASE 1 PRIORITY INFRASTRUCTURE ITEMS
STOCKTON, CALIFORNIA

A. HUMPHREYS DRIVE (FYFE AVE TO EMBARCADERO) (SEE EXHIBIT E)					
1.	LEVELING COURSE OF AC	50,000	SF	$0.75	$37,500
2.	3-INCH AC OVERLAY	200,000	SF	$1.33	$266,000
3	6-INCH VERTICAL CURB AND GUTTER	11,000	LF	$18.00	$198,000
4	CATCH BASIN	24	EA	$2,000.00	$48,000
5.	12-INCH STORM PIPE	250	LF	$45.00	$11,250
6.	STORM DRAIN MAINTENANCE HOLE	6	EA	$2,500.00	$15,000
7.	RESTRIPING	1	LS	$8,000.00	$8,000
			TOTAL HUMPHREYS AVE=====>		$583,750
B. MCCLOY RD (DAGGETT TO HOOPER) - 4 LANE (SEE EXHIBIT E)					
1.	EXCAVATION AND SUBGRADE	100,000	SF	$0.25	$25,000
2.	12-INCH AB	100,000	SF	$1.85	$185,000
3.	4-INCH AC	100,000	SF	$1.77	$177,000
4	3-INCH AC OVERLAY	85,000	SF	$1.33	$113,050
5	6-INCH VERTICAL CURB AND GUTTER	7,000	LF	$18.00	$126,000
6.	CATCH BASIN	10	EA	$2,000.00	$20,000
7	12-INCH STORM PIPE	350	LF	$45.00	$15,750
8.	STORM DRAIN MAINTENANCE HOLE	5	EA	$2,500.00	$12,500
			MCCLOY RD (DAGGETT TO HOOPER) - 4 LANE=====>		$674,300
C. MCCLOY AVE (HOPPER TO BRIDGE)- 4 LANE (SEE EXHIBIT E)					
1	STREET EXCAVATION AND SUBGRADE	130,000	SF	$0.25	$32,500
2.	12-INCH AB	130,000	SF	$1.85	$240,500
3.	4-INCH AC	130,000	SF	$1.77	$230,100
4.	6-INCH VERTICAL CURB AND GUTTER	5,000	LF	$18.00	$90,000
5.	CATCH BASIN	6	EA	$2,000.00	$12,000
6.	12-INCH STORM PIPE	200	LF	$45.00	$9,000
7	STORM DRAIN MAINTENANCE HOLE	3	EA	$2,500.00	$7,500
8.	STREET LIGHTS	9	EA	$5,000.00	$45,000
			MCCLOY RD (HOPPER TO NEW BRIDGE) - 4 LANE=====>		$666,600
D. WATER SYSTEM (SEE EXHIBIT "F")					
ON-SITE WATER					
1.	16" DIP	5,287	LF	$130	$687,310
2.	16" VALVE	11	EA	$2,000	$22,000
			SUB-TOTAL ON-SITE WATER =====>		$709,310
E. SANITARY SEWER SYSTEM (SEE EXHIBIT "G")					
1.	12" P.V.C.	4,327	LF	$45	$194,715
2.	MANHOLES	9	EA	$2,500	$22,500
			TOTAL SANITARY SEWER =====>		$217,215
F. STORM DRAINAGE SYSTEM (SEE EXHIBIT "H")					
1.	48" CIP	1,421	LF	$128	$181,888
2.	60" CIP	2,144	LF	$153	$328,032
3.	66" CIP	1,271	LF	$175	$222,425
4.	MANHOLES	11	EA	$2,500	$27,500
5	DETENTION BASIN	1	LS	$520,000	$520,000
			TOTAL STORM DRAINAGE=====>		$1,279,845
			CONSTRUCTION SUB-TOTAL =====>		$4,131,020

1. THIS ESTIMATE IS BASED ON THE MASTER DEVELOPMENT PLAN DATED FEBRUARY 26, 2001, PREPARED BY ENTRANCO, INC., AS WELL AS DISCUSSIONS WITH THE PORT OF STOCKTON. CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES MAY OCCUR DURING TENTATIVE MAP AND FINAL DESIGN PREPARATION.
2. THIS ESTIMATE DOES NOT INCLUDE: IMPROVEMENTS TO EXISTING FACILITIES
3. THIS ESTIMATE DOES NOT INCLUDE: SOIL CONTAMINATION, ARCHITECTURAL, LAND COSTS, MAPPING OR FEES COLLECTED AT BUILDING PERMIT STAGE.
4. THIS ESTIMATE DOES NOT INCLUDE ANY REIMBURSEMENTS FOR WHICH THIS PROJECT MAY BE ELIGIBLE
5. THIS ESTIMATE DOES NOT INCLUDE ANY OFF-SITE INFRASTRUCTURE COSTS SUCH AS WATER EXTENSIONS, GAS OR POWER LINE EXTENSIONS, TREATMENT PLANT UPGRADES, OR UPGRADES TO ANY OFFSITE WATER
6. A 25% FEE ESTIMATE IS INCLUDED TO ESTIMATE THE FOLLOWING CONSULTANT FEES: ENGINEERING, CONSTRUCTION MANAGEMENT, SURVEYING, GEOTECHNICAL, INSPECTIONS, AND ADMINISTRATIVE AND LEGAL FEES.

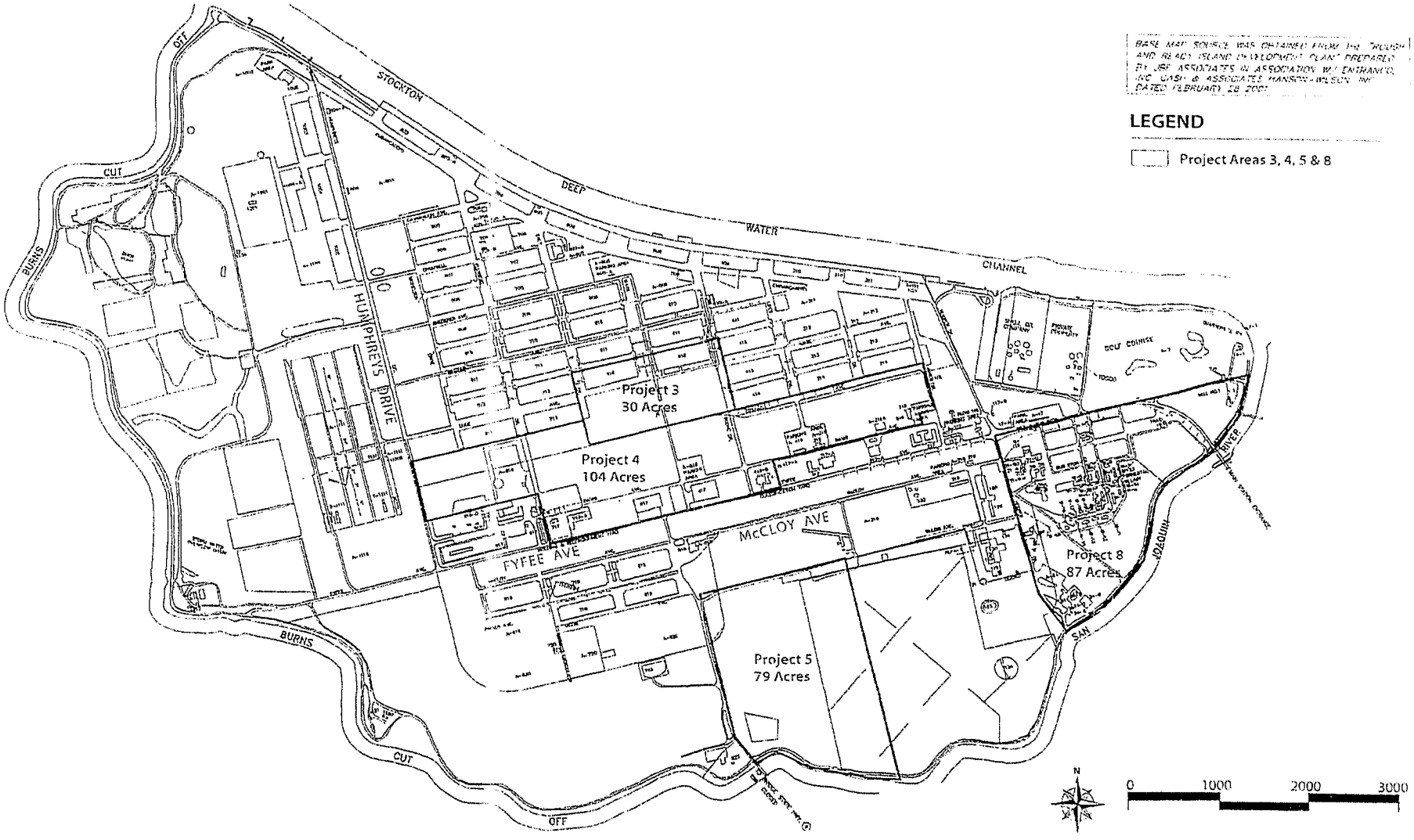

EXHIBIT A

PROPOSED PHASE 1 PROJECT SITE PLAN

Preliminary Opinion of Probable Cost Phase 1 & Future Infrastructure Assessment • 4

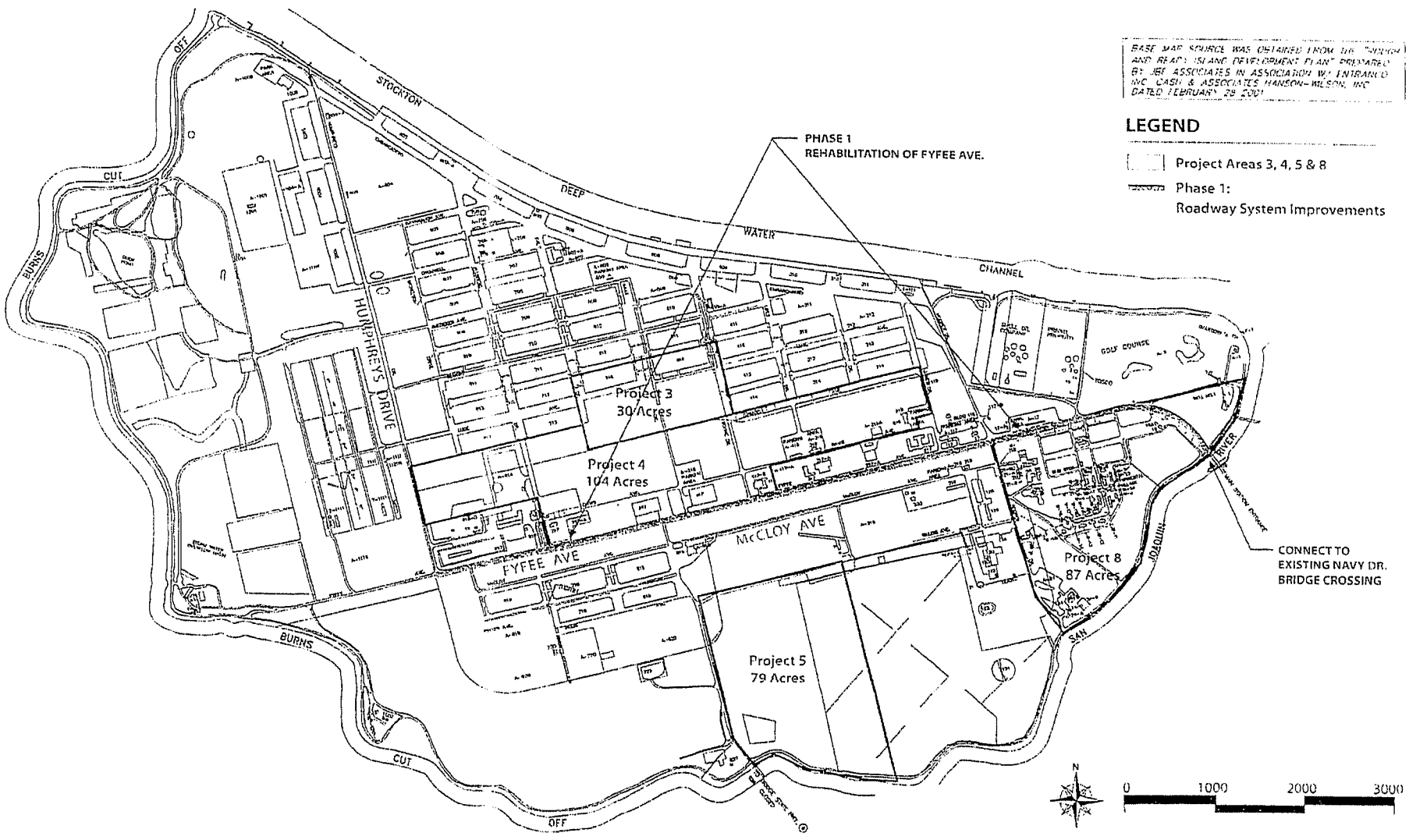

EXHIBIT B

PROPOSED PHASE 1 ROADWAY SYSTEM IMPROVEMENTS

Preliminary Opinion of Probable Cost Phase 1 & Future Infrastructure Assessment • 5

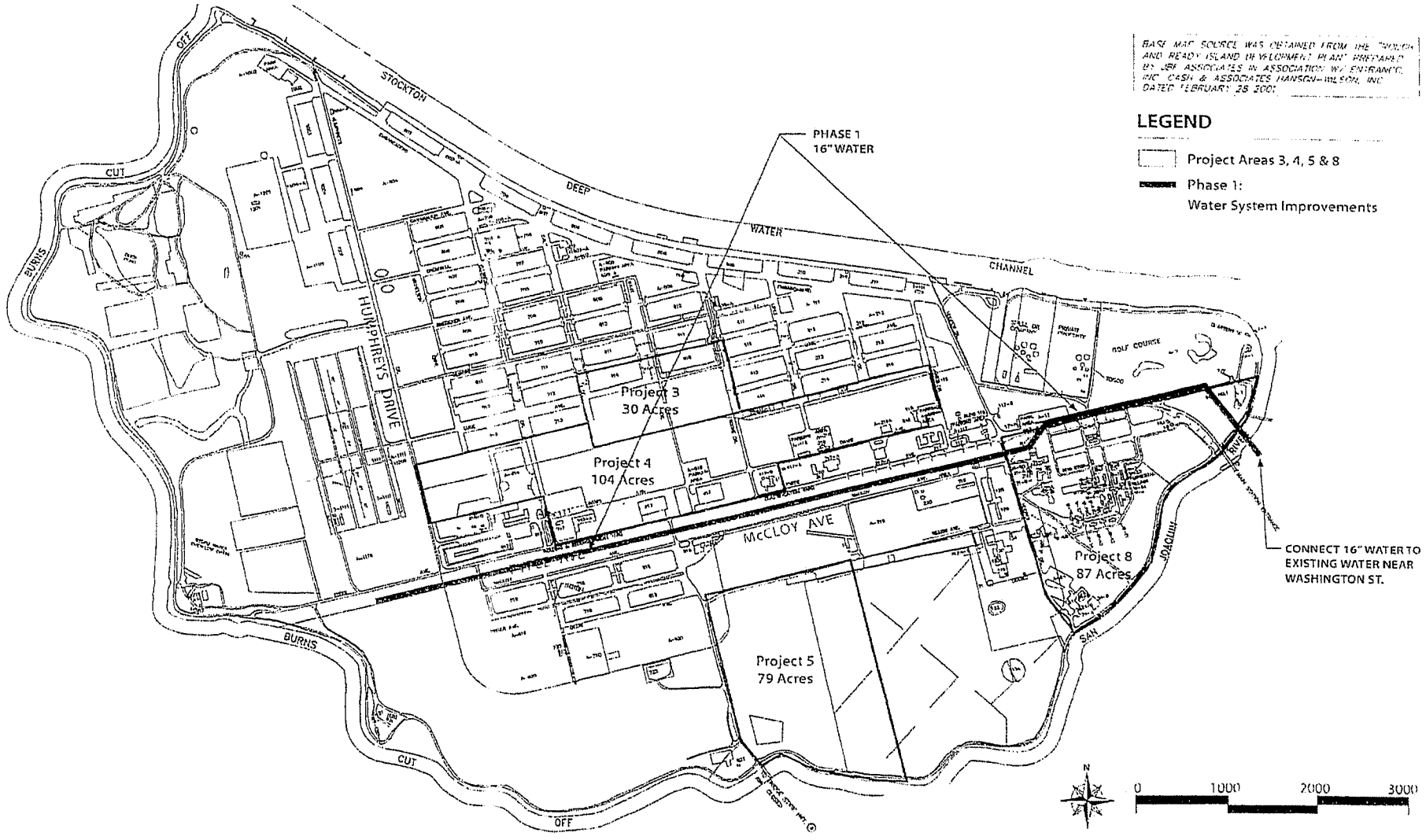

EXHIBIT C

PROPOSED PHASE I WATER SYSTEM IMPROVEMENTS

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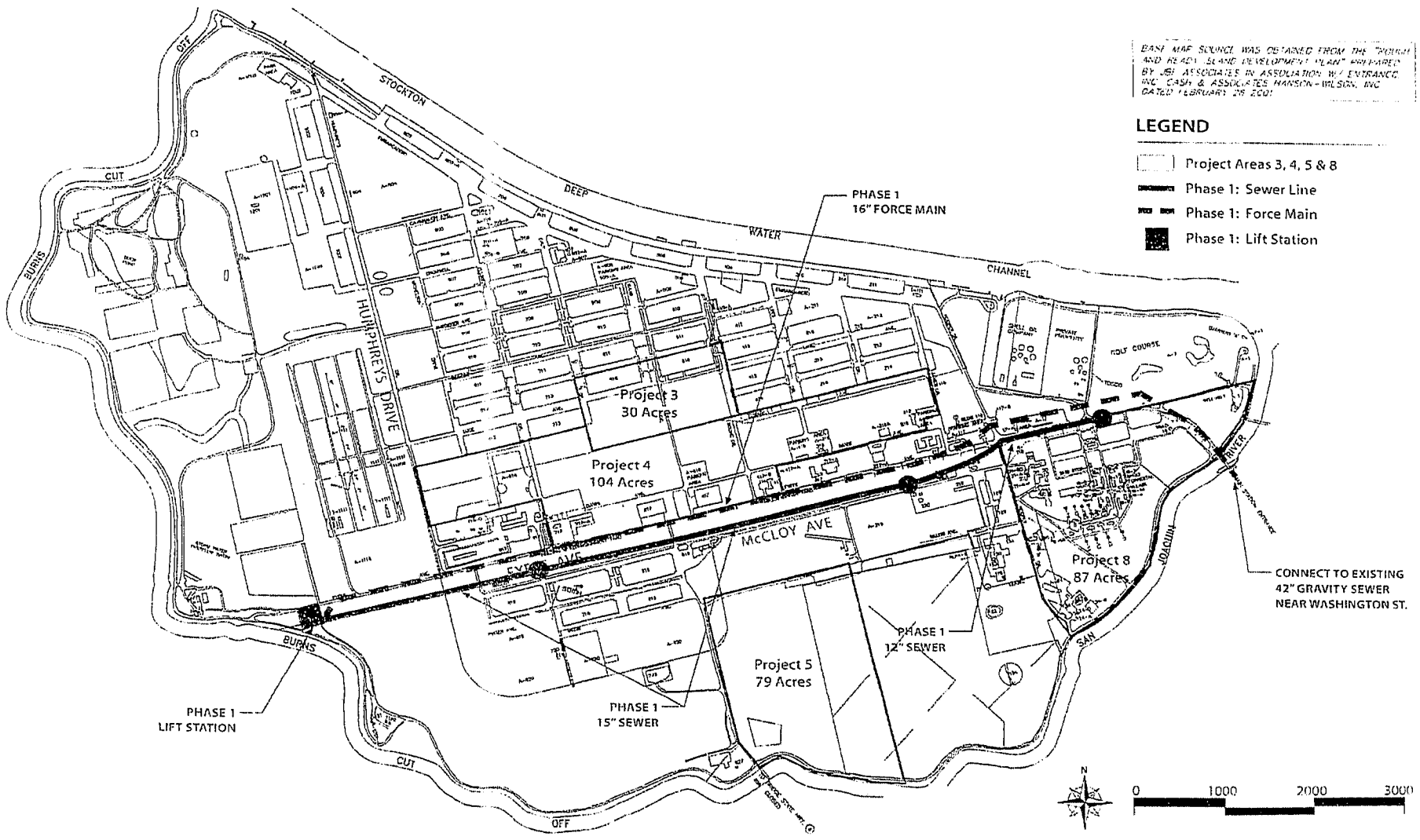

EXHIBIT D

PROPOSED PHASE 1 SANITARY SEWER SYSTEM IMPROVEMENTS

Preliminary Opinion of Probable Cost Phase 1 & Future Infrastructure Assessment

6M/E

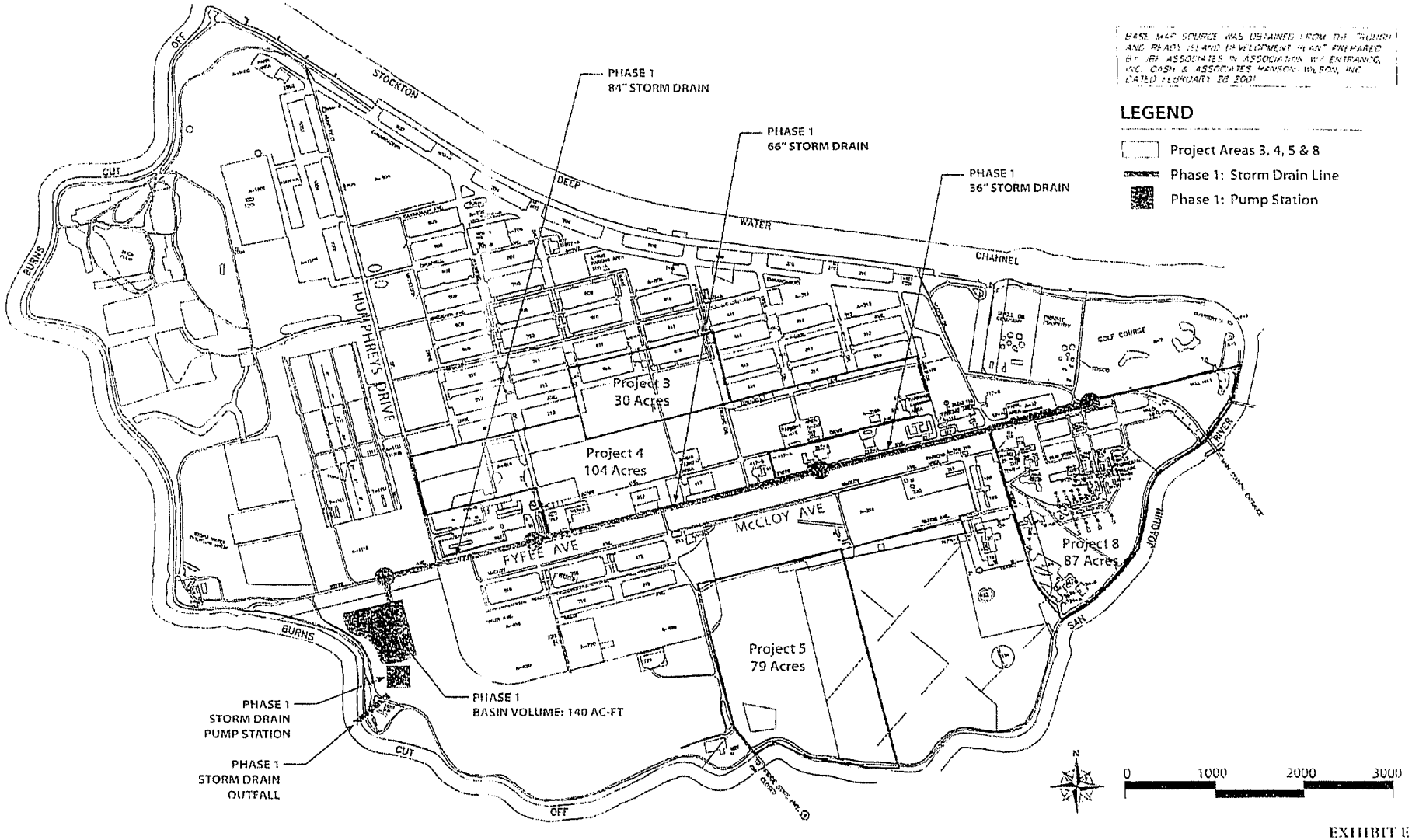

EXHIBIT E

PROPOSED PHASE 1 STORM DRAIN SYSTEM IMPROVEMENTS

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PORT OF STOCKTON ELECTRICAL INFRASTRUCTURE
HCS ENGINEERING, INC. AUGUST 4, 2006

HISTORY

When the Port assumed the electrical distribution system at Rough and Ready Island, much of it had been abandoned in place with transformers and power lines not energized for years. The Port turned on some of the distribution system to experience pole and transformer fires. The conditions were unsafe.

During the last three years, the Port of Stockton on Rough and Ready Island has been securing the electrical system's safety and operational maintenance. Contractors have removed unsafe splices, poles, and transformers.

For safety, the Port has replaced the original main service interconnection with Pacific Gas and Electric. The original switches were leaking and took 42 seconds to operate which is a long time when a fault or short circuit occurred.

The Port and contractors have rebuilt 2 miles of overhead to comply with California General Order 95 for electrical safety of overhead power lines. Electrical power lines were installed too close to buildings and there was improper spacing to allow people to maintain the existing cabling.

To maximize technology and reduce manpower requirements, telephone based electrical meters have been installed in 50% of the tenant spaces. Whenever a tenant space is remodeled, a phone based meter is installed.

All new construction has been based Pacific Gas and Electric standard construction methods and materials.

CURRENT

The port electrical utility is constantly changing and growing to meet the demands of tenants and new construction. There are currently Four circuits feeding power north of Fyfe Avenue, each capable of delivering 5 MW without reconductoring. Four Circuits are planned for South

of Fyfe Avenue, again, each capable of 5 MW. The main service interconnection installed at the current P.G.&E. substation is capable of 30MW, although P.G.&E.'s power availability is questionable.

Current projects include:

1. Realigning Power and communications systems for the installation of Lowe's Distribution center (500-1000KW customer)
2. Establishing a 12KW customer service point for the Dredge $25,000.
3. Construction of a new high voltage circuit down Dagger road
4. A half dozen metering upgrade projects

The current demand on the system is 2.74 MW.

FUTURE

In the next 6 months, the Port will be bringing on the following loads and/or prepare the electrical for the activation of:

1. Lowe's Distribution Yard (0.5 MW)
2. Ferguson Distribution Center (2 MW initial, 4 MW over the next 4 years)
3. Estimated two smaller manufacturing tenants 1 MW each

THE PROJECTED LOADS ARE:

I. EXISTING LOADS	2.47 MW
II. NEW LOADS	
Lowe's	0.5 MW
Wall Board Plant	5 MW
Ferguson	5 MW
Biodiesel Plant	10 MW

	Small Biodiesel Plant	2 MW
	Remainder Of South Fyfe Avenue	
	Primary Warehousing	2 MW
	Minor Industrial	5 MW
	Lions Office	3 MW
III.	TOTAL	34.97 MW

THE PROJECTED COSTS FOR THE ELECTRICAL UPGRADES ARE:

PROJECTED COSTS (IN THOUSANDS)

I. ESTABLISH 4 CIRCUITS SOUTH OF FYFE AVENUE	2,000
II. FERGUSON CONNECTIONS	200
Lowe's Electrical Re-Alignment	150
Lions Office InfraStructure	200
30 MVA Substation	2,000
Re-Construct James/Hooper/Fyfe Electrical Interchange	150
Transformers for New Customers	1,000
Capacitor system for P.G.&E. connection	1,000
BioDiesel Plant Connections	500
Sub-total	7,200
Add 25% Contingency	1,800
Total Estimated Construction Cost	9,000

PRELIMINARY OPINION OF PROBABLE COST

FOR PORT OF STOCKTON - ROUGH & READY ISLAND

UTILITIES DUE DILIGENCE STUDY FOR FUTURE PRIORITY INFRASTRUCTURE ITEMS

STOCKTON, CALIFORNIA

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT COST	AMOUNT
A.	HUMPHREYS DRIVE (FYFE AVE TO EMBARCADERO) (SEE EXHIBIT E)				
1	LEVELING COURSE OF AC	50,000	SF	$0.75	$37,500
2	3-INCH AC OVERLAY	200,000	SF	$1.33	$266,000
3.	6-INCH VERTICAL CURB AND GUTTER	11,000	LF	$18.00	$198,000
4.	CATCH BASIN	24	EA	$2,000.00	$48,000
5.	12-INCH STORM PIPE	250	LF	$45.00	$11,250
6	STORM DRAIN MAINTENANCE HOLE	6	EA	$2,500.00	$15,000
7	RESTRIPING	1	LS	$8,000.00	$8,000
		TOTAL HUMPHREYS AVE=====>			$583,750
B.	MCCLOY RD (DAGGETT TO HOOPER) - 4 LANE (SEE EXHIBIT E)				
1.	EXCAVATION AND SUBGRADE	100,000	SF	$0.25	$25,000
2.	12-INCH AB	100,000	SF	$1.85	$185,000
3.	4-INCH AC	100,000	SF	$1.77	$177,000
4.	3-INCH AC OVERLAY	85,000	SF	$1.33	$113,050
5.	6-INCH VERTICAL CURB AND GUTTER	7,000	LF	$18.00	$126,000
6.	CATCH BASIN	10	EA	$2,000.00	$20,000
7.	12-INCH STORM PIPE	350	LF	$45.00	$15,750
8.	STORM DRAIN MAINTENANCE HOLE	5	EA	$2,500.00	$12,500
		MCCLOY RD (DAGGETT TO HOOPER) - 4 LANE=====>			$674,300
C.	MCCLOY AVE (HOPPER TO BRIDGE)- 4 LANE (SEE EXHIBIT E)				
1	STREET EXCAVATION AND SUBGRADE	130,000	SF	$0.25	$32,500
2.	12-INCH AB	130,000	SF	$1.85	$240,500
3	4-INCH AC	130,000	SF	$1.77	$230,100
4	6-INCH VERTICAL CURB AND GUTTER	5,000	LF	$18.00	$90,000
5.	CATCH BASIN	6	EA	$2,000.00	$12,000
6	12-INCH STORM PIPE	200	LF	$45.00	$9,000
7	STORM DRAIN MAINTENANCE HOLE	3	EA	$2,500.00	$7,500
8.	STREET LIGHTS	9	EA	$5,000.00	$45,000
		MCCLOY RD (HOPPER TO NEW BRIDGE - 4 LANE=====>			$666,600
D.	WATER SYSTEM (SEE EXHIBIT "F")				
	ON-SITE WATER				
1	16" DIP	5,287	LF	$130	$687,310
2.	16" VALVE	11	EA	$2,000	$22,000
		SUB-TOTAL ON-SITE WATER =====>			$709,310

E SANITARY SEWER SYSTEM (SEE EXHIBIT "G")				
1 12" P.V.C.	4,327	LF	$45	$194,715
2 MANHOLES	9	EA	$2,500	$22,500
			TOTAL SANITARY SEWER =====>	$217,215
F STORM DRAINAGE SYSTEM (SEE EXHIBIT "H")				
1 48" CIP	1,421	LF	$128	$181,888
2 60" CIP	2,144	LF	$153	$328,032
3 66" CIP	1,271	LF	$175	$222,425
4 MANHOLES	11	EA	$2,500	$27,500
5 DETENTION BASIN	1	LS	$520,000	$520,000
			TOTAL STORM DRAINAGE=====>	$1,279,845
			CONSTRUCTION SUB-TOTAL =====>	$4,131,020
			20% CONTINGENCY =====>	$826,204
			25% FEES=====>	$1,032,755
			GRAND TOTAL =====>	$7,269,824

1. THIS ESTIMATE IS BASED ON THE MASTER DEVELOPMENT PLAN DATED FEBRUARY 28, 2001, PREPARED BY ENTRANCO INC., AS WELL AS DISCUSSIONS WITH THE PORT OF STOCKTON. CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES MAY OCCUR DURING TENTATIVE MAP AND FINAL DESIGN PREPARATION.
2. THIS ESTIMATE DOES NOT INCLUDE IMPROVEMENTS TO EXISTING FACILITIES
3. THIS ESTIMATE DOES NOT INCLUDE SOIL CONTAMINATION, ARCHITECTURAL, LAND COSTS MAPPING OR FEES COLLECTED AT BUILDING PERMIT STAGE
4. THIS ESTIMATE DOES NOT INCLUDE ANY REIMBURSEMENTS FOR WHICH THIS PROJECT MAY BE ELIGIBLE
5. THIS ESTIMATE DOES NOT INCLUDE ANY OFF-SITE INFRASTRUCTURE COSTS SUCH AS WATER EXTENSIONS GAS OR POWER LINE EXTENSIONS, TREATMENT PLANT UPGRADES, OR UPGRADES TO ANY OFFSITE WATER
6. A 25% FEE ESTIMATE IS INCLUDED TO ESTIMATE THE FOLLOWING CONSULTANT FEES: ENGINEERING, CONSTRUCTION MANAGEMENT, SURVEYING, GEOTECHNICAL, INSPECTIONS, AND ADMINISTRATIVE AND LEGAL FEES

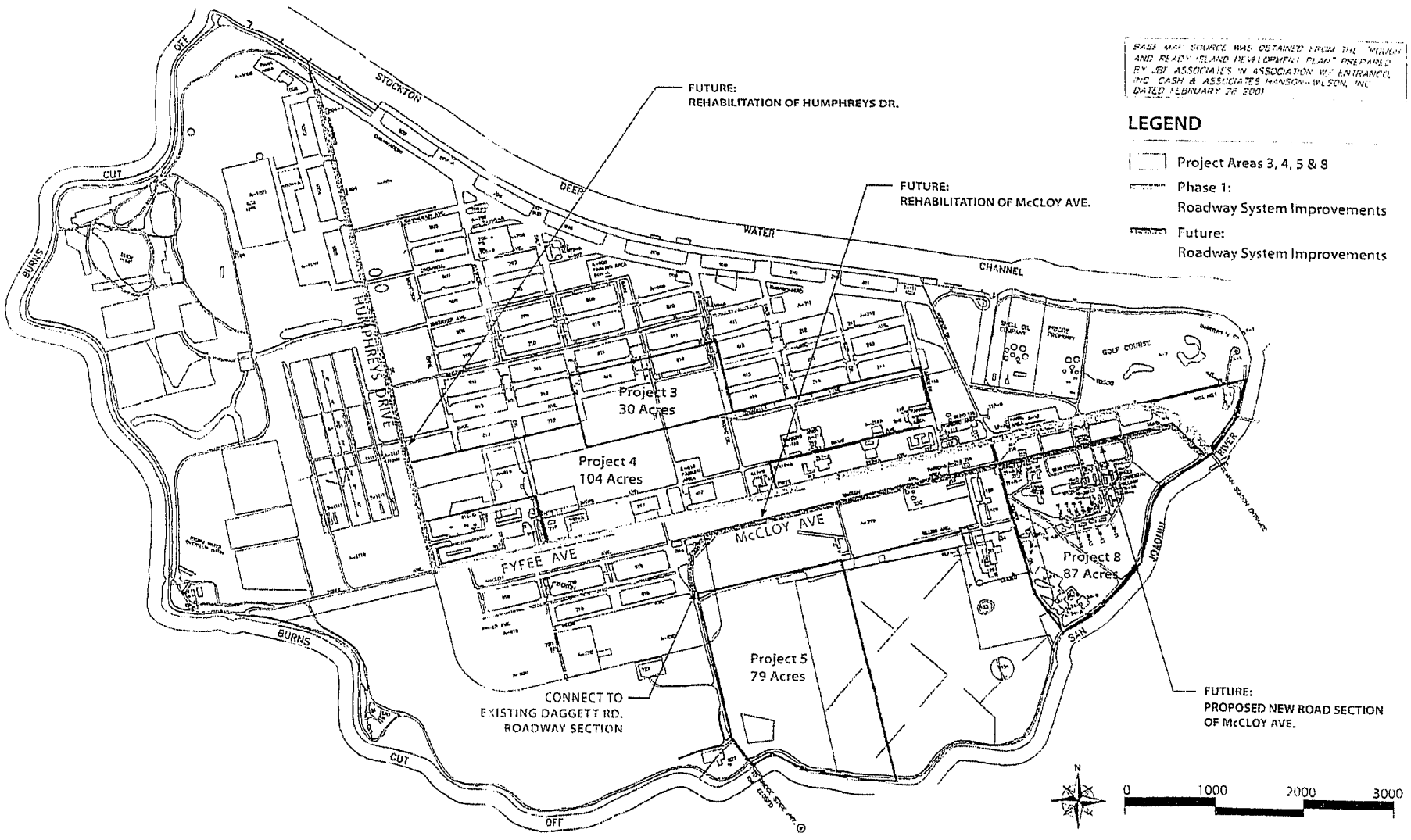

EXHIBIT F

PROPOSED FUTURE ROADWAY SYSTEM IMPROVEMENTS

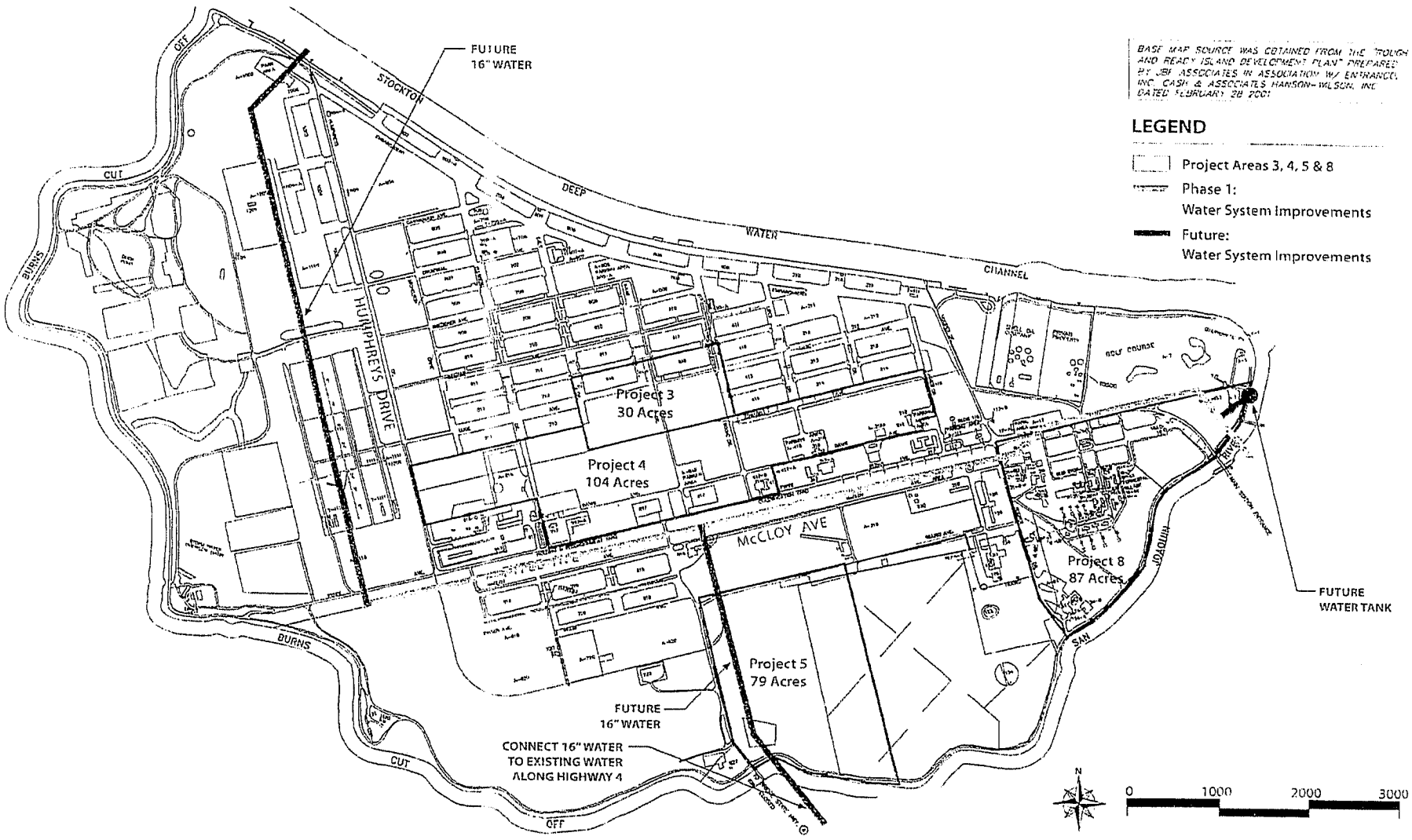

EXHIBIT G

PROPOSED FUTURE WATER SYSTEM IMPROVEMENTS

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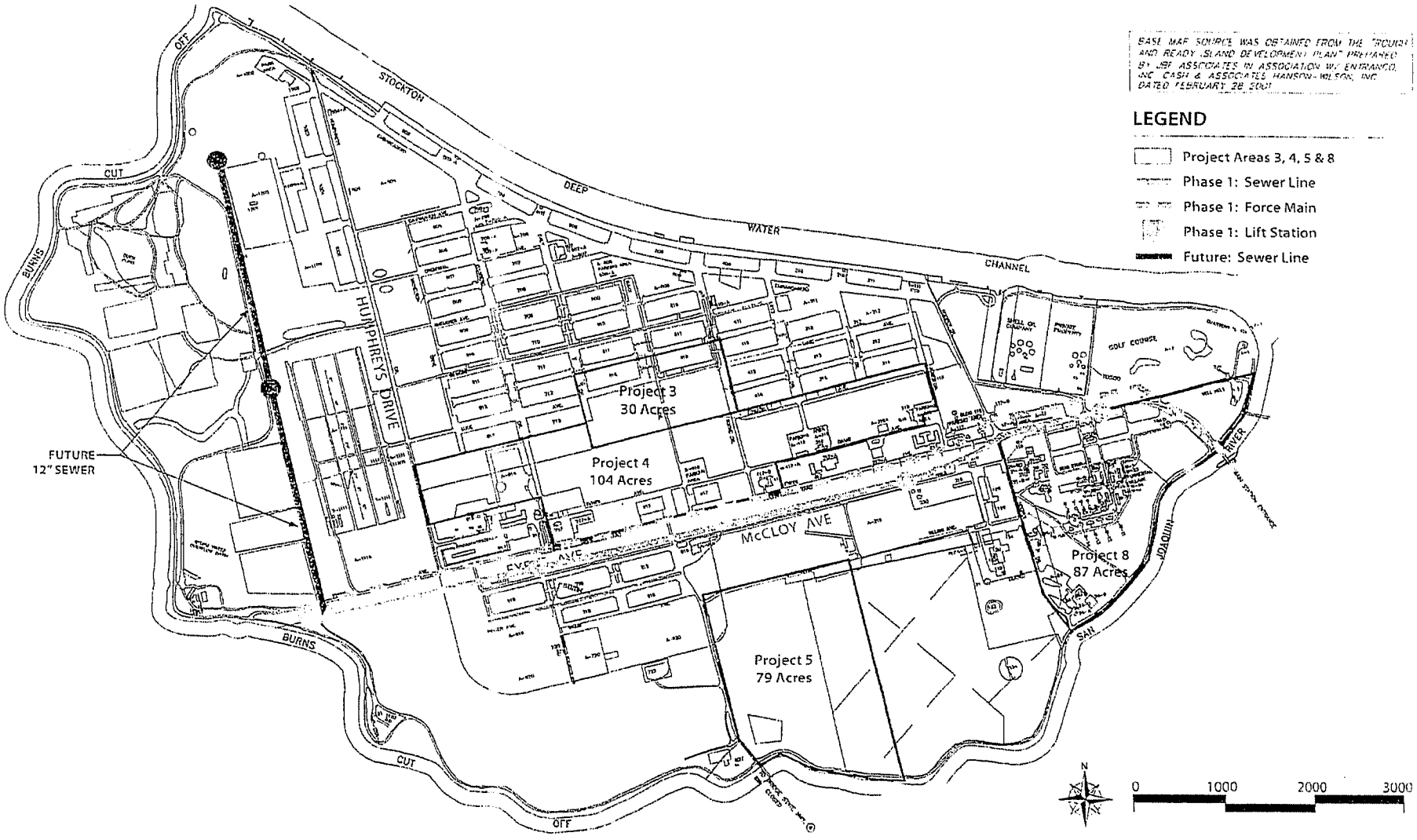

EXHIBIT 11

PROPOSED FUTURE SANITARY SYSTEM IMPROVEMENTS

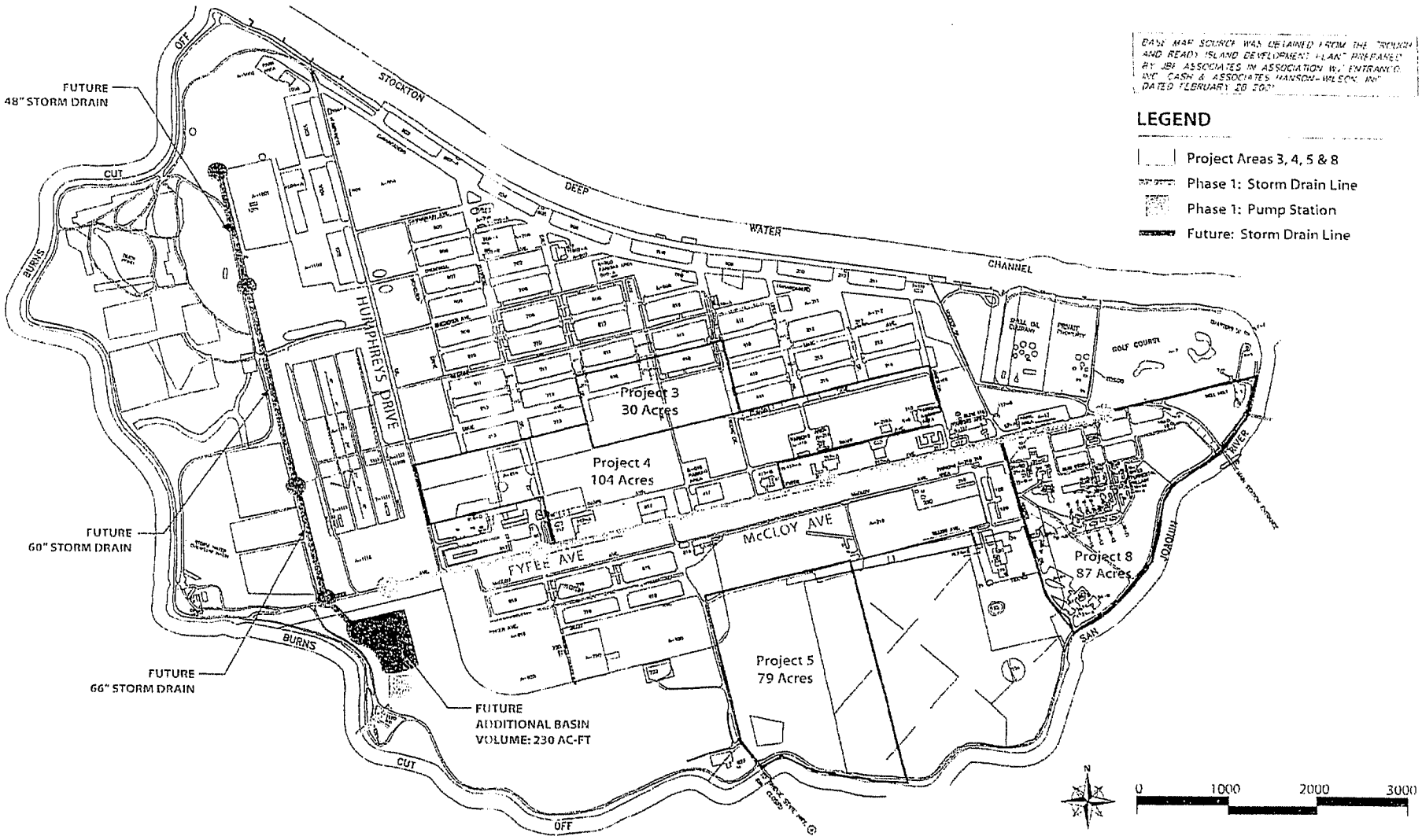

EXHIBIT I

PROPOSED FUTURE STROM DRAIN SYSTEM IMPROVEMENTS

Preliminary Opinion of Probable Cost Phase 1 & Future Infrastructure Assessment