



Meeting Date: 1/23/2007

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s) _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s) _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Cynthia Daniels, AICP *cd* Agenda Item No. I-6
 Reviewed By: City Manager *[Signature]* City Attorney *Gillig* Finance *SW* Other Tony Emmert

DATE: January 8, 2007

TO: City Council

FROM: *[Signature]*
Lou Balderrama, City Engineer
Public Works Department

SUBJECT: Agreement with California Department of Transportation (Caltrans) to Widen Ventura Road Under Highway 101

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the agreement with Caltrans in the amount of \$250,000 for widening of Ventura Road under Highway 101 (Agreement No. A-6804).
2. Approve the special budget appropriation to transfer previously appropriated funds in the amount of \$250,000 from the GREAT Program to Ventura Rd/Hwy 101 for widening of Ventura Road under Highway 101 and installation of a recycled water line in the same location.

DISCUSSION

On March 14, 2006, City Council approved the appropriation of funds to design improvements for the recycled water distribution line and widening of Ventura Road under Highway 101. Caltrans is constructing improvements on Highway 101 between Vineyard Avenue and the Montalvo railroad spur. Caltrans will rebuild one lane of Ventura Road in each direction to replace the paving destroyed during the construction of the highway widening. The City has the opportunity to pay Caltrans to widen Ventura Road to its full width between Wagon Wheel Road and the existing pavement on the north side of Highway 101. The ultimate width of Ventura Road is three lanes with curb and gutter in each direction, and a sidewalk on the east side. It is timely to do this work now because it will avoid the increased construction costs that would be incurred if the work were done separately later.

The proposed project would also install the underground pipe for the recycled water line identified in the Recycled Water Backbone System Study, dated October 7, 2005. Installing the piping while the road is closed to traffic and before the installation of pavement will reduce the potential disruption to the public and reduce the cost of the pipeline installation. The Water Resources Division would fund

Ventura Rd. Widening & Recycled Water Line at Hwy 101
January 17, 2007
Page 2

the proposed project through the Groundwater Recovery Enhancement and Treatment (GREAT) Program.

FINANCIAL IMPACT

Construction of the recycled water line and road would total \$250,000, which includes a charge for Caltrans service. The construction estimate from Security Paving, the Caltrans contractor, is \$244,303.60. The special budget will transfer \$250,000 previously appropriated from the GREAT Program (Account No. 601-6531 Project No. 016002) to the Ventura Rd/Hwy 101 project (Account No. 601-3007-826-8605 Project No. 063122).

LB:CD

Attachment #1 - Contribution Agreement No. A-6804
#2 - Special Budget Appropriation

000070

07-VEN-101 PM 23.1
In the City of Oxnard, modification of
Ventura Road at Ven-101
07-0607U3

District Agreement No. 07-4772
City Agreement No. A-6804

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 200__, is between the
STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF TRANSPORTATION,
referred to herein as "STATE", and the

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

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of Oxnard's jurisdiction.
2. STATE has awarded a construction contract for the construction State Highway improvements consisting of: (1) Widening Ven-101 in each direction between Vineyard Avenue at PM 22.0 in the City of Oxnard and Montalvo Spur Overhead at PM 24.0 in the City of San Buenaventura; (2) Replacing Santa Clara River Bridge structures and bicycle lane bridge structure; (3) Reconstructing the Ventura Road (Wagon Wheel Road) Undercrossing; and, (4) Reconstructing the Oxnard Boulevard Interchange (Jct. 1/101 Separation), collectively referred to hereinafter as "PROJECT".
3. CITY desires and has requested STATE to modify and reconstruct Ventura Road to its full width of four lanes with a left-turn pocket in the southbound direction and install a reclaimed water line system, referred to herein as "IMPROVEMENTS," by contract change order and is willing to fund one hundred percent (100%) of the actual costs of construction and the associated construction support activities needed to complete IMPROVEMENTS, estimated to be \$250,000.
4. IMPROVEMENTS, which are CITY maintained and controlled, will improve traffic circulation and enhance operations and capacity at the Wagon Wheel intersection along Ventura Road.
5. CITY will design IMPROVEMENTS and has requested STATE to install IMPROVEMENTS as part of PROJECT.
6. The parties hereto intend to define herein the terms and conditions under which IMPROVEMENTS are to be constructed, financed, and maintained.

SECTION I

STATE AGREES:

1. To administer the construction contract change order for IMPROVEMENTS and have the PROJECT construction contractor furnish and install IMPROVEMENTS as requested by CITY.
2. To construct IMPROVEMENTS, as part of PROJECT, by contract change order in accordance with the Plans, Specifications, and Estimates (PS&E), which pertain to IMPROVEMENTS, prepared by CITY and as accepted by STATE at CITY's expense.
3. To provide, at CITY's cost, any "State-furnished material" as shown on the IMPROVEMENTS PS&E or as determined during construction of IMPROVEMENTS. Upon receipt of CITY's request for any such "State-furnished materials", STATE will order those materials and STATE's Project Manager will have a bill submitted to CITY for the costs of those materials. Upon receipt of those materials and CITY's payment, STATE will make those "State-furnished materials" available to CITY at a STATE designated site.

4. To submit a billing in the amount of \$250,000 to CITY immediately following the execution of this Agreement. Said billing shall represent CITY's total initial estimated cost of construction and construction engineering for IMPROVEMENTS.
5. To allow on the site of IMPROVEMENTS, at no cost to STATE, a field site representative of CITY, who is a qualified, licensed Civil Engineer in the State of California, to represent CITY during the construction of IMPROVEMENTS. STATE's Resident Engineer and City's representative shall cooperate and consult with each other, but the decision of STATE's Resident Engineer shall be final. CITY's representative shall have no dealings with STATE's contractor or with the public, other local agencies, etc., without prior consent of STATE's Resident Engineer.
6. To consult with CITY on all change orders for IMPROVEMENTS with an estimated cost of over \$50,000 before implementation, except when necessary for the safety of motorists and/or pedestrians or for the protection of property.
7. Upon completion of IMPROVEMENTS and all work incidental thereto, to furnish CITY with a detailed statement of the total actual costs of construction to be borne by CITY for IMPROVEMENTS, including the costs of any claims related to the construction contract for IMPROVEMENTS which have been allowed to the construction contractor pursuant to the construction contract administrative claims process or arbitration, and claims-related defense costs incurred by STATE. STATE thereafter shall refund to CITY, promptly after completion of STATE's final accounting of IMPROVEMENTS costs, any amount of CITY's payments STATE is holding after actual costs to be borne by CITY have been deducted, or shall bill CITY for any additional amount required to complete CITY's financial obligations pursuant to this Agreement.

SECTION II

CITY AGREES:

1. To have a detailed PS&E prepared including all necessary environmental documentation (ED) for IMPROVEMENTS, at no cost to STATE, and to submit these documents to STATE for STATE's review and concurrence at appropriate stages of development. The final plans and specifications for IMPROVEMENTS shall be signed by a Civil Engineer registered in the State of California.
2. Personnel who prepare the PS&E and right of way maps shall be made available to STATE, at no cost to STATE, through completion of construction of IMPROVEMENTS to discuss problems, which may arise during construction, and/or to make design revisions for contract change orders.
3. To make written application to STATE for necessary encroachment permits authorizing entry onto STATE's right of way to perform surveying and other investigative activities that may be required for preparation of the PS&E.
4. To identify and locate all utility, sewer and drainage facilities within the area of IMPROVEMENTS and determine conflicts as part of design responsibility for IMPROVEMENTS. All facilities not relocated or removed in advance of construction shall be identified on the IMPROVEMENTS plans and specifications.
5. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities located within the limits of work for IMPROVEMENTS and that such work will be completed prior to construction.

6. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that would impact IMPROVEMENTS as part of the responsibility for the ED for IMPROVEMENTS. If CITY encounters hazardous material or contamination within the area of IMPROVEMENTS during said investigation, CITY shall immediately notify STATE and responsible control agencies of such discovery.
7. To be responsible, at no cost to STATE, for remediation of hazardous waste found in the area of proposed IMPROVEMENTS.
8. CITY shall provide all plans prepared by CITY or CITY's consultant on compact disc (CD) using Microstation Release V.8 or higher .dgn files. CITY shall notify STATE at least five (5) days prior to such electronic transmittal to make necessary arrangements for proper receipt of the electronic files by STATE. One copy of the data on the compact disc or electronic submittal, including the Engineer's electronic signature and seal, shall be provided to STATE upon completion of the final PS&E for IMPROVEMENTS. STATE reserves the right to modify the electronic transmittal and format requirements and STATE shall provide CITY advance notice of any such modifications.
9. To provide, at no cost to STATE, qualified support staff and other resources incidental to construction of IMPROVEMENTS, including inspection, . Said resources provided by CITY shall be coordinated by and under the specific direction of STATE's Resident Engineer, and under the conditions of Section I, Article 5.
10. To make all arrangements to provide the construction contractor with permits to enter and construct on lands outside of STATE's right of way, at no cost to STATE, in the event that such permits are necessary to accommodate construction of IMPROVEMENTS and to certify in a form acceptable to STATE, prior to STATE's issuance of a contract change order for IMPROVEMENTS, that such permits have been obtained.
11. To bear one hundred percent (100%) of the actual construction cost and associated construction support activities of IMPROVEMENTS, estimated to be \$250,000, including the cost of STATE-furnished materials, if any, supplemental work, change orders, contract claims paid to the construction contractor for IMPROVEMENTS, and the cost of STATE's defense of all IMPROVEMENTS-related claims which may be filed by said contractor. STATE shall confer with CITY before settling any IMPROVEMENTS-related claims. The actual construction costs of IMPROVEMENTS shall be determined after completion of all work and upon final accounting of costs.
12. To deposit with STATE within 25 days of receipt of billing therefor (which billing will be forwarded immediately following execution of this Agreement), the amount of \$250,000. Said figure represents the initial estimated construction cost for IMPROVEMENTS. In no event shall CITY's obligation for IMPROVEMENTS construction costs under this Agreement, excluding costs referred to in Section III, Article 10, exceed the amount of \$250,000; provided that CITY may, at its sole discretion, in writing, authorize a greater amount in lieu of STATE suspending work on any uncompleted portion of IMPROVEMENTS.
13. To pay STATE after completion of all work and within thirty (30) days of receipt of a detailed statement made upon final accounting of cost therefor, any amount over and above the aforementioned deposit, in Article 12 above of this Section II, required to complete CITY's financial obligation pursuant to this Agreement.
14. Upon execution of this Agreement, to certify \$250,000 is budgeted for the total cost of IMPROVEMENTS.

15. To maintain IMPROVEMENTS installed pursuant to this Agreement which lie outside the State Highway right of way.
16. At CITY's expense, to perform periodic inspection and maintenance of IMPROVEMENTS installed pursuant to this Agreement which lie within State's Highway right of way.
17. To apply for necessary Encroachment Permits to perform periodic inspection and maintenance of IMPROVEMENTS installed within STATE's right of way, in accordance with STATE's standard permit procedures.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to State Budget act authority, and the appropriation of resources by the Legislature to STATE for the purposes of fulfilling STATE's obligations herein, and the allocation of resources by the California Transportation Commission.
2. During the construction of IMPROVEMENTS, CITY may, at no cost to STATE, furnish a representative, if it so desires, and said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's Resident Engineer shall prevail as final, binding and inclusive in all matters concerning the IMPROVEMENTS construction contract.
3. If termination of this Agreement is by mutual consent or at the behest of CITY, CITY will bear one hundred percent (100%) of all IMPROVEMENTS-related costs incurred by STATE pursuant to this Agreement.
4. If unknown existing public and/or private utility facilities are discovered during construction of IMPROVEMENTS, or if there is a significant change required in any approved utility relocation plan, the provisions of STATE's current Standard Specifications Section 8-1.10 (Utilities and Non-Highways Facilities) shall apply. STATE will make all necessary arrangements with the owners of such facilities for the protection, relocation, or removal of the discovered utility facilities in accordance with STATE's policy and procedure for those facilities located within the limits of work providing for the improvement to the State highway and in accordance with CITY's policy for those facilities located outside of the limits of work for the improvement to the State highway. The cost of the protection, relocation, or removal shall be apportioned between the owner of the utility facility and CITY in accordance with STATE's policy and procedure.
5. If cultural, archaeological, paleontological or other protected materials are encountered during construction of IMPROVEMENTS, STATE shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material.
6. Any hazardous material or contamination of an HM-1 category found within the existing State highway right of way during construction of IMPROVEMENTS requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of a HM-1 category found within the local road right of way during construction of IMPROVEMENTS requiring the same defined remedy or remedial action shall be the responsibility of CITY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must

be remediated by reason of its mere discovery, regardless of whether it is disturbed by IMPROVEMENTS or not. STATE shall sign the HM-1 manifest and pay all costs for remedy and remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of proceeding with construction of IMPROVEMENTS, that additional cost identified by STATE shall be borne by CITY. As between CITY and STATE, CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way or other property. While STATE will exert every reasonable effort to fund the remedy or remedial action for which STATE is responsible, in the event STATE is unable to provide funding, CITY will have the option to either delay further construction of IMPROVEMENTS until STATE is able to provide funding or CITY may proceed with the remedy or remedial action as an IMPROVEMENTS expense without any subsequent reimbursement by STATE.

7. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found both within and outside the existing State Highway right of way during construction of IMPROVEMENTS shall be the responsibility of CITY, at CITY's expense, as a consequence of proceeding with IMPROVEMENTS construction. For the purpose of this Agreement, any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place had IMPROVEMENTS not proceeded. CITY shall sign any HM-2 storage manifest if IMPROVEMENTS proceeds and HM-2 manifest if construction of IMPROVEMENTS proceeds and HM-2 material is removed in lieu of being treated in place.
8. If hazardous material or contamination of either HM-1 or HM-2 category is found during construction of IMPROVEMENTS on new right of way acquired by or on account of CITY for IMPROVEMENTS, CITY shall be responsible, at CITY's expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.
9. Locations subject to remedy or remedial action and/or protection include utility relocation work required for IMPROVEMENTS. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.
10. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by CITY on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
11. Additional costs not described above arising out of any or all of the situations described in Articles 4 through 10 above of this Section III shall be borne by CITY as part of the IMPROVEMENTS cost which CITY is entirely funding. STATE may be required to stop work on IMPROVEMENTS until additional funding is provided by CITY or the IMPROVEMENTS site will be restored to a condition of safe operation using then unexpended funds for IMPROVEMENTS if those additional funds are not made available for IMPROVEMENTS.
11. Upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE, and materials, equipment and appurtenances installed outside of STATE's right of way will automatically be vested in CITY. No further agreement will be necessary to transfer ownership as hereinabove stated.

12. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
13. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
14. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
15. Unless extended by mutual written agreement of STATE and of CITY's City Manager, this Agreement shall terminate upon completion and acceptance of the construction contract for IMPROVEMENTS by STATE and final disposition of CITY's required deposit as specified in Section II, Article 12 above, or on December 28, 2007, whichever is earlier in time. However, the ownership, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified in writing by mutual agreement. Should any construction-related claim arising out of IMPROVEMENTS be asserted against STATE, CITY agrees to extend the termination date of this Agreement and provide additional funding as required to cover CITY's total financial obligations for IMPROVEMENTS.

STATE OF CALIFORNIA
Department of Transportation

CITY OF OXNARD

WILL KEMPTON
Director of Transportation

By: _____
Dr. Thomas E. Holden
Mayor

By: _____
Douglas R. Failing
District 07 Director

Attest: _____
Daniel Martinez
City Clerk

Approved as to Form and Procedure:

Approved as to Form:

By: _____
Attorney
Department of Transportation

By: Gary Gillig 01-10-07
Gary Gillig
City Attorney

Certified as to Funds:

Certified as to Funds:

By: _____
District Budget Manager

By: Susan Winder
Susan Winder
Interim Finance Director

Certified as to Financial Terms and Conditions:

By: _____
Accounting Administrator

CITY OF OXNARD
REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

January 23, 2007

Request is hereby made for an appropriation of total \$ 250,000

Reason for appropriation: Transfer previously appropriated funds from the GREAT Program to the Ventura Rd/Hwy 101 Project for the installation of a recycled water line.

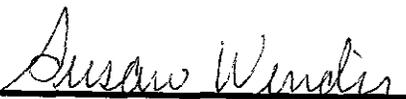
<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
Water (601)	Great Program 601-6531 - (016002)	
	821-8604 - Improv Not Bldg-New	(250,000)
	Ventura Road/Hwy 101 601-3007 - (063122)	
	821-8605 - Improv Not Bldg-Major Repair	<u>250,000</u>
	Net Estimated Change to Water Fund Balance	<u><u>-0-</u></u>



 Manager

REQUIRES CITY COUNCIL APPROVAL

DIRECTOR OF FINANCE



Disposition

Approved _____
 Rejected _____

Transfer by Journal Voucher

000079

Attachment # 2
 Page 1 of 1