



Meeting Date: 10/26/2010

ACTION	TYPE OF ITEM
<input checked="" 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 *cd* Agenda Item No. I-4

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other NA

DATE: October 19, 2010

TO: City Council

FROM: Cynthia Daniels, Project Manager *Cynthia Daniels*
Development Services Department

SUBJECT: **Amendment to Agreement with California Department of Transportation (Caltrans) for Rice Avenue/Santa Clara Avenue Interchange Improvements on Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Amendment No. 1 to the agreement between the City and Caltrans in the amount of \$30,449,000 for the Rice Avenue/Santa Clara Avenue interchange improvements on U.S. Highway 101 (Agreement No. A-7011).

DISCUSSION

Background. On June 17, 2008, City Council approved Resolution 13,390 for the project and approved the project baseline agreement for the Trade Corridors Improvement Fund (TCIF) with the California Transportation Commission (CTC) (Agreement No. A-7061). The City Council approved on September 9, 2008 the cooperative agreement with Caltrans for construction of the improvements to the Rice Avenue/Santa Clara Avenue interchange at U.S. Highway 101. The CTC voted on May 14, 2009 to award \$30,449,000 from the TCIF for the Rice Avenue/Santa Clara Avenue interchange improvements.

Request. The Amendment No. 1 to the agreement with Caltrans adds the funding allocated by the CTC from the TCIF. The Amendment No. 1 allows the City to be reimbursed for 50 percent of eligible construction costs, not to exceed \$30,449,000. No other changes are proposed in the Amendment No. 1. The low bid for Project Specification No. PW03-19 for the interchange construction was \$31,189,493.23. It is unlikely the City will be reimbursed the total TCIF allocation because the construction costs are expected to be below the original estimate of \$60,898,000. A more likely reimbursement amount would be in the range of \$20,270,000 assuming the project costs with change orders and construction engineering expenses do not exceed 30 percent above the bid amount. The project budget has the required 50 percent match from federal and local sources.

Agreement A-7011 Amendment No. 1 Rice/Hwy 101
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FINANCIAL IMPACT

The \$30,449,000 was approved and appropriated in the budget for the capital improvement project No. 873114 in Fiscal Year 2009-10.

Attachment #1 - Amendment No. 1 to Agreement No. A-7011

07-VEN-101 KP31.2/33.2 (PM19.4/20.6)
Rice Avenue
07279-003431
City Agreement No. A-7011
District Agreement No. 07-4733A-1

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

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

RECITALS

1. The parties hereto entered into District Agreement No. 07-4733 (Existing Agreement) on September 24, 2008, defining the terms and conditions of a project to reconstruct an interchange and ramps on STATE Route 101 (SR 101) at Rice Avenue, in the City of Oxnard, referred to herein as "PROJECT".
2. The parties agreed then that CITY will fund PROJECT, prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
3. CITY is using Trade Corridors Improvement Fund (TCIF) to provide a portion of the construction capital for PROJECT. The California Transportation Commission (CTC) allocated \$30,449,000 in TCIF funds (Resolution TCIF-A-0809) for PROJECT.
4. CITY has certified and reaffirms herein to STATE that sufficient CITY funds are available to construct PROJECT, and that all other matters, including regulatory approval and environmental clearance, prerequisite to awarding a construction contract within a period of one year after the allocation have been taken care of within that time.
5. CITY has awarded a contract for construction of PROJECT pursuant to the laws governing CITY in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by CITY.
6. Pursuant to the provisions of Sections 8879.23(c)(1) and 8879.50 of the California Government Code, the CTC, by Resolution No. TCIF -P-0708-01, issued on April 10, 2008, established TCIF Guidelines.
7. STATE and CITY desire to amend the Existing Agreement to add the language required to provide reimbursement of the TCIF funds.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 4 of Section I is revised to read: "To not use STATE's funds for any PROJECT capital and support costs, except as provided herein."
2. The following Articles 27 to 42 are added to Section III of the Existing Agreement.
 27. CITY hereby reaffirms its prior certification that it has sufficient CITY funds to construct PROJECT.
 28. CITY agrees to comply with all TCIF Guidelines as are set forth fully herein and the Baseline Agreement that was approved by CTC.
 29. PROJECT scope, a description of anticipated benefits, and the delivery schedule are attached hereto as "Exhibit B."
 30. CITY will undertake PROJECT using its own documented management and project delivery procedures and practices.

31. The costs attributable to PROJECT are limited to the following:
TCIF funds will be limited to the costs of construction work. CITY agrees that the 48 CFR, Chapter 1 Part 31 et seq., Contract Cost Principles and Procedures, Federal Acquisition Regulations System, shall be used to determine the allowable individual items of indirect cost. CITY agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for STATE and Local Governments and CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with STATE and Local Governments.
32. CITY agrees to submit quarterly reports on the activities and progress made toward implementation of PROJECT, including PROJECT development prior to receipt of a TCIF allocation, to the CTC and to STATE.
33. As the construction work progresses, and upon receipt of a valid invoice, STATE will promptly reimburse CITY 60% of the total invoice, an amount equal to the proportion of matching funds to TCIF funds identified in Exhibit A of the existing Agreement or at the time of allocation (\$30,449,000 allocated/\$56,834,000 construction total), up to the total amount allocated for PROJECT. CITY shall submit invoices in accordance with Chapter 5 of the Department of Transportation's Local Assistance Procedures Manual. The final invoice shall include a detailed statement of the direct cost of PROJECT.
34. Within six (6) months after PROJECT becoming operable, CITY will provide a final delivery/close out report to STATE's program manager. Final reports will be posted on the TCIF accountability web site and made available to the CTC and STATE. The report shall include a comparison between PROJECT application and the final PROJECT detailing differences in the scope of the completed PROJECT, its final costs compared to the approved PROJECT budget, actual construction schedule compared to the initial PROJECT schedule, and performance compared to anticipated benefits.
35. CITY will also provide a Final Bill to supplement the final delivery report at the completion of PROJECT. The Final Bill is to reflect final PROJECT expenditures at the conclusion of all PROJECT activities. The Final Bill will consist of a detailed statement of the cost of PROJECT, which will be furnished to STATE. Upon approval of the "Final Bill" STATE will pay CITY the balance not already reimbursed, if any, of STATE's share" of said costs. If upon final accounting it develops that STATE previously paid more than its share of said participating portion of PROJECT cost, computed in said manner, CITY will refund to the TCIF fund the difference between STATE's share of the participating portion of PROJECT cost, and the amount paid by STATE.
36. CITY agrees that STATE, the California Department of General Services, the California Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CITY agrees to maintain such records for possible audit for a minimum of four (4) years

after final payment, unless a longer period of records retention is stipulated. CITY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (Gov. Code §8546.71896).

37. Any obligation by STATE for payment of moneys contained herein is subject to and contingent upon CITY establishing to the satisfaction of STATE that all sums expended by CITY for PROJECT, for which CITY requests partial reimbursement from STATE, are reasonable and are a necessary part of PROJECT.
38. Payment of invoiced STATE funds to CITY for STATE's share of PROJECT, must be made within four years after the date of project allocation, otherwise the un-disbursed balance shall revert to STATE.
39. Any progress payments made by STATE pursuant to Article 33 herein are not an admission by STATE that such expenditures were reasonable and a necessary part of PROJECT, and if STATE finds later that such expenditures were not reasonable and a necessary part of PROJECT, CITY will reimburse STATE for such advance funds.
40. Two (2) copies of each invoice shall be submitted to STATE.
41. All invoices and all written correspondence from CITY to STATE will reference the District Agreement Number 07-4733.
42. All CITY invoices for payments are to be submitted to the following address:

California Department of Transportation
Program and Project Management
100 South Main Street, Suite 100, MS 2
Los Angeles, CA 90012

Attn: Reza Fatch, Project Manager

3. The other terms and conditions of Existing Agreement No. 07-4733 shall remain in full force and effect.
4. This Amendment No. 1 to Agreement is hereby deemed to be part of Agreement 07-4733.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF OXNARD

CINDY McKIM
Director of Transportation

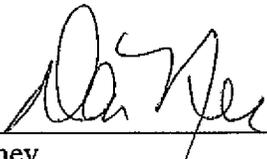
By: _____
Dr. Thomas E. Holden, Mayor

By: _____
Michael Miles
District 07 Director

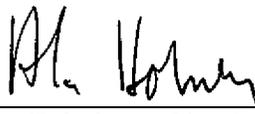
Attest: _____
Daniel Martinez, City Clerk

Approved as to form and procedure:

Approved as to form:

By: 

Attorney
Department of Transportation

By: 

Alan Holmberg, City Attorney

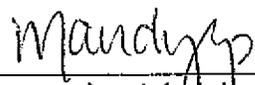
Certified as to funds:

By: 

Cynthia Daniels, Project Manager

By: _____
District Budget Manager

Certified as to financial terms and conditions:

By: 

Accounting Administrator

Exhibit B

**Fact Sheet For EA 00343
RECONSTRUCT IC
VEN-101-19.4/20.6**

Location and Limits:

IN OXNARD AT RICE AVENUE

Background:

Rice Avenue is currently a four lane local arterial. Rice Avenue becomes Santa Clara Avenue north of the freeway. Rice Avenue is planned to be the future U.S. 1, which will terminate at U.S. 101. The current Rice Avenue overcrossing structure at U.S. 101 is a two-lane structure, which accommodates a large volume of trucks and will become inadequate for the projected traffic. Additionally, the existing northbound entrance and exit ramps do not meet current standards and need to be replaced. Ventura Boulevard is a frontage road paralleling the freeway on the northbound side, and it needs to be redesigned or rerouted to accommodate the proposed ramps.

What The Work Involves:

Improvements would include: 1. New northbound and southbound U.S. 101 on- and off-ramps. 2. Replacement and widening of the Rice Avenue/Santa Clara Avenue overcrossing structure and approaches from two to eight lanes (six through lanes and two left-turn lanes). Details: The project involves realignment of Ventura Boulevard to extend northward to intersect Santa Clara Avenue north of Auto Center Drive. 1. Ramps Reconfiguration - The new southbound on and off ramps would remain in a diamond configuration. However, the two ramps would be realigned to intersect Rice Avenue approximately 150m (490ft) farther north in order to improve sight distance, reduce the grade through the intersection, and facilitate the weaving that occurs between the ramps and the Rice Avenue/Gonzales Road intersection. a. The northbound U.S. 101 off-ramp would be realigned to form one leg of a four-legged intersection with Auto Center Drive and Santa Clara Avenue. b. The existing northbound U.S. 101 on-ramp would be replaced with two ramps: a new loop on-ramp from northbound Rice/Santa Clara Avenue. c. A new northbound U.S. 101 diagonal on-ramp from southbound Santa Clara Avenue. 2. Ventura Boulevard Realignment - With this project, Ventura Boulevard would end in a cul-de-sac west of the Rice Avenue/Santa Clara Avenue overcrossing. East of the overcrossing, Ventura Boulevard would be realigned to curve to the north to intersect Santa Clara Avenue north of the Santa Clara Avenue/Auto Center Drive intersection. 3. Rice Avenue Overcrossing Widening and Reconstruction - The existing Rice/Santa Clara Avenue bridge will be removed and a new overcrossing to accommodate eight lanes will be built (three through lanes in each direction and dual southbound left-turn lanes).

Benefits:

The project will serve as the major entrance and exit point for the port related traffic through the City and will support heavy truck traffic. It will also increase the capacity and improve the safety of the interchange.

Construction Phase Began: January 27, 2010

Construction Phase Ends: Fall of 2012