



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: Lou Balderrama, City Engineer

Agenda Item No. I-2

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Public Works [Signature]

**DATE:** April 20, 2012

**TO:** City Council

**FROM:** Rob Roshanian, Interim Public Works Director  
Public Works S.R.

**SUBJECT:** Agreement with Ventura County Railroad for Grade Crossing Improvements  
(Agreement No. A-7477)

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement with Ventura County Railroad (VCRR) in the amount of \$580,000 to improve the existing grade crossings at Hueneme Road and the Ventura County Watershed Protection District Flood Control Channel (Agreement No. A-7477).

**DISCUSSION**

The existing railroad crossings at the intersections of Hueneme Road and the Ventura County Watershed Protection District Flood Control Channel is deteriorated and needs to be improved to accommodate the new road width from 2 lanes to 4 lanes on Hueneme Road between Arcturus Avenue and Salvador Drive. The railroad company performs all work within their right-of-way, and does not permit the City of Oxnard or any of its contractors to do the repairs. The City has requested that VCRR coordinate the timing of such work with the widening project on Hueneme Road to minimize traffic impacts.

This crossing improvement is included in the Hueneme Road Widening Project that is under review for approval by Caltrans for Surface Transportation Act (STA) Funding reimbursement. STA was established and is authorized by the Federal Government as federal aid for transportation projects that are administered by Caltrans. The estimated cost for VCRR to perform these improvements is \$580,000. The City and Caltrans will be executing a Program Supplement Agreement for Caltrans to administer the STA funds in the amount of \$2,699,615 to the City for the Hueneme Road Widening Project. Staff will return to City Council to recommend the plans and specifications and appropriate the STA funding for the Hueneme Road Widening Project.

**Agreement with Ventura County Railroad for Grade Crossing Improvements**  
**(Agreement No. A-7477)**  
April 20, 2012  
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**FINANCIAL IMPACT**

STA funds will provide sufficient funding in the Hueneme Road Widening Project No. 983109 to cover the cost of the Railroad Grade Crossing Improvements

Attachment #1 - Agreement No. A-7477

**GRADE CROSSING IMPROVEMENTS AGREEMENT**

AGREEMENT entered into this 1st day of May 2012, by and between THE VENTURA COUNTY RAILROAD, called herein "VCRR" and THE CITY OF OXNARD, CALIFORNIA, called herein "City".

WHEREAS, the City desires to improve the existing grade crossings on Hueneme Road between Salvador Drive and Arcturus Avenue as part of the Hueneme Road Widening Project, by installing precast concrete crossing surface with the corresponding track structure and safety devices to support it; and

WHEREAS, VCRR is agreeable to completing the at grade crossing improvement work performed subject to the following terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The total estimated cost for this project is \$580,000. City's obligation under this Agreement shall not exceed the estimated cost, without further approval by the City. Prior to VCRR performing any work on this project, City will deposit with VCRR the amount of \$580,000 to cover the estimated costs of the project as shown on the estimate attached hereto as Exhibit A. Should the bids for material, labor, equipment, and other expenses exceed the estimate in aggregate; the VCRR shall submit a written request to the City for an increase in the project cost. If permission cannot be obtained from the City, the VCRR shall return all funds advanced from the City and this Agreement shall be considered terminated pursuant to Section 6. Upon completion of the work VCRR will bill for actual labor, equipment, and other costs in an amount not to exceed the estimated labor, equipment, and other costs without further approval by the City. Should the actual material costs be less than estimated, then VCRR will apply the difference against the final bill for actual labor costs, with a written accounting of the final costs, and the City will reimburse VCRR for the net actual costs of the project with 45 days of receipt of the bill.
2. Work is to be done during normal working hours and will require a 48 hour closure for each street crossing. If the City requires the surface improvement work to be performed on a weekend, City agrees to pay for any additional costs incurred due to overtime pay for VCRR and/or Contractors or any other extra expenses associated with the weekend work. City will install asphalt road approaches and be responsible for any required notification of the public.
3. VCRR will cause its contractors to pay prevailing wages to all persons working on the project.
4. This Agreement shall commence upon execution of this Agreement by both parties and shall continue for 240 calendar days, subject to prior termination as hereinafter described.

5. If either party shall default in any of the agreements contained in this document the other may terminate this Agreement by serving ten (10) days notice in writing upon the defaulting party. Any waiver by the non-defaulting party of any default shall not constitute a waiver of the right to terminate this Agreement for any subsequent defaults, nor shall any such waiver in any way affect the parties' ability to enforce any sections of this Agreement. The remedy set forth in this section shall be in addition to and not in limitation of any other remedies may have at law or in equity.
6. This agreement may be terminated by either party, at any time, by serving ten (10) days written notice of termination on the other party.
7. The parties shall observe and comply with any and all federal, state, and local laws and regulations in the performance of this Agreement.
8. This Agreement is the full and complete Agreement between the parties and supersedes any and all other agreements between the parties hereto relating to the installation of the improvements at the grade crossings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

THE VENTURA COUNTY RAILROAD

CITY OF OXNARD

By: \_\_\_\_\_  
 Randy Perry  
 General Manager

By: \_\_\_\_\_  
 Print: Dr. Thomas E. Holden  
 Title: Mayor

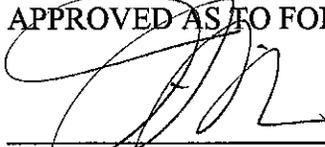
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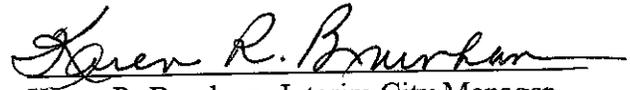
ATTEST:

\_\_\_\_\_  
 Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Alan Holmberg, City Attorney 5/1/12

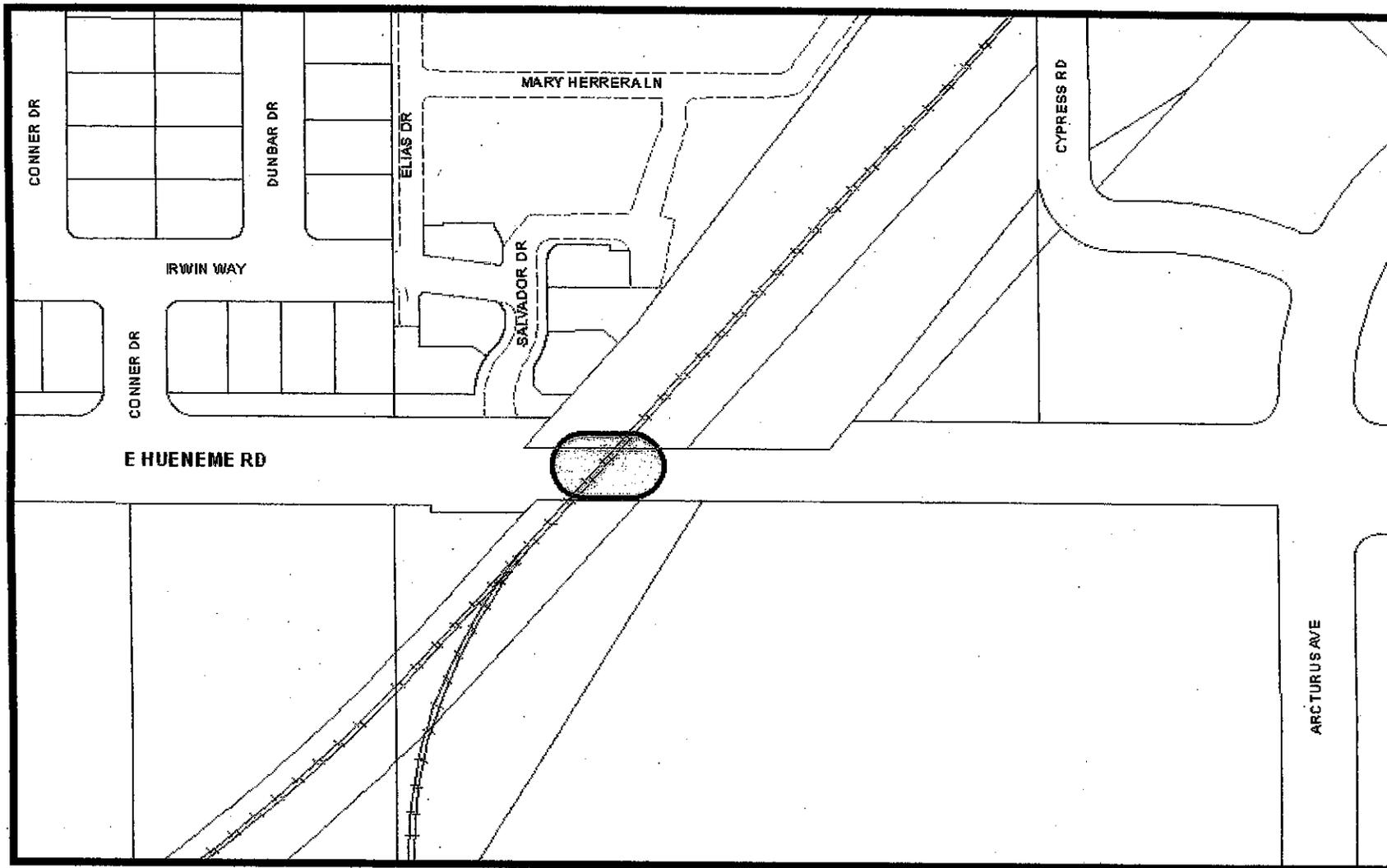
APPROVED AS TO AMOUNT:

  
Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

  
Rob Roshanian,  
Interim Public Works Director

  
Lou Balderrama, City Engineer



**HUENEME ROAD WIDENING**  
**LOCATION OF RAILROAD CROSSING**



Ventura County Railroad At Grade Crossing Improvements.  
Item Numbers 78, 79 and 80 in the Project - \$580,000

- Item 78 – Railroad Crossing - \$250,000
- Item 79 – Railroad Gate, Signal, Instrumentation - \$300,000
- Item 80 – Relocation of Advertised Billboard - \$30,000
- Total - \$580,000