



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 *cd* Agenda Item No. I-8

Reviewed By: City Manager *GRB* City Attorney *SMF* Finance *MC* Other *Winegar* *Winegar*

**DATE:** July 23, 2012

**TO:** City Council

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

**SUBJECT:** Amendment to Agreement with Overland, Pacific & Cutler, Inc. for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the fourth amendment to the agreement with Overland, Pacific & Cutler, Inc. (OPC) to increase the contract amount by \$50,250 for a total of \$665,250 for right of way advisory services for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101 (Agreement No. 4512-08-DS).

**DISCUSSION**

The City hired Cutler and Associates, now called Overland, Pacific & Cutler, Inc., in September 2002 to perform right of way acquisition and relocation consulting services for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101. The City approved a new contract for additional services for \$180,000 on July 9, 2008. The current contract addresses the remaining work for the right of way required by federal and State laws and regulations. The first amendment increased the scope of work and fees to remove and dispose of the leaking underground fuel storage tanks and contaminated soil at the former gas station located at 3025 Santa Clara Avenue. The second amendment extended the expiration date to December 31, 2012. The third amendment added additional staff for the property management at no additional cost.

The fourth amendment provides services to close the project. Services include transfer of properties to the California Department of Transportation (Caltrans) with the future State right of way, and property sales to remove the excess and surplus property from the city's inventory of land.

**FINANCIAL IMPACT**

If approved, the fourth amendment would increase the agreement amount by \$50,250 for a total of \$665,250. Federal funding is available for 80 percent of the cost, which is reimbursed by Caltrans. A separate special budget appropriation has been submitted to increase the project budget for

Overland, Pacific & Cutler Amendment 4  
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“Highway 101—Rice Avenue Interchange” Project No. 873114 by \$10,050. Federal and state grants, an assessment district, and several city sources fund the project.

CD

Attachment #1 - Fourth Amendment to Agreement 4512-08-DS

**FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Oxnard, a municipal corporation ("City), and Overland, Pacific & Cutler, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on July 9, 2008, by City and Consultant. The Agreement was amended on May 12, 2010, by a First Amendment, on October 28, 2010 by a Second Amendment, and on December 30, 2010 by a Third Amendment.

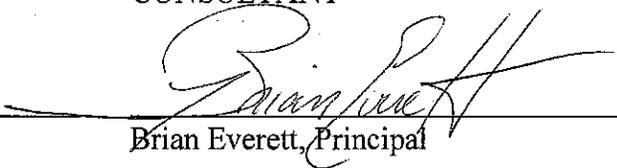
City and Consultant agree as follows:

1. In section 12, the date "December 31, 2012" is deleted and replaced by the date "December 31, 2013."
2. In section 14a the amount "\$615,000" is deleted and replaced with the amount "\$665,250."
3. Exhibit A is supplemented by Exhibit A-2 attached hereto and incorporated herein by reference. References in the Agreement to Exhibit A shall be deemed to be references to Exhibits A, A-1, and A-2.
4. Exhibit C is supplemented by Exhibit C-3 attached hereto and incorporated herein by reference. References in the Agreement to Exhibit C shall be deemed to be references to Exhibits C, C-1, C-2, and C-3.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

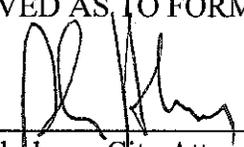
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

  
\_\_\_\_\_  
Brian Everett, Principal

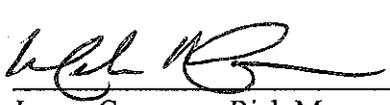
ATTEST:

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

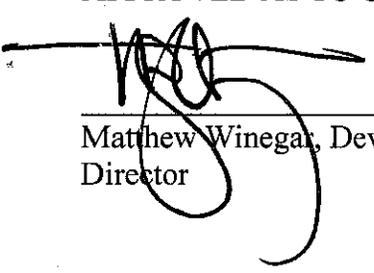
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Matthew Winegar, Development Services  
Director

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Karen R. Burnham, Interim City Manager

## ***Scope of Work***

### **Rice Avenue Project Closeout**

1. Attend a field inspection/review with Caltrans
2. Attend and participate in project status and coordination meetings with Caltrans and City of Oxnard. (4 anticipated).
  - a. The coordination effort with Caltrans can become time consuming depending on the condition of the r/w mapping and the amount of monumentation required by Caltrans (District 7 Caltrans R/W Engineering Manager will insist everything is completed to their standards before accepting the Right of Way). We envision the process beginning with an initial kick-off meeting between Caltrans, City, and City's Engineer and OPC, a series of progress meetings (est. 2) and a final closeout meeting for a total of 4 meetings.
3. Provide regular project progress reports to Oxnard on pending items (6 anticipated).
4. Process and record conveyance deeds for transferring all acquired right of way from Oxnard to Caltrans. (21 transfers anticipated in a single conveyance document to Caltrans)
  - a. This is based on the fact that Caltrans had pre-approved the legal descriptions prior to acquisition PD-26. In the event that the previously-approved legal descriptions require some revisions (by City's Survey/ROW consultant) to record correction deeds, or if the recorded deeds are rejected by Caltrans and new deeds are required, additional coordination time will be required.
5. Assist with the procurement of policies of title insurance related to property transfers to Caltrans. (21 anticipated).
  - a. Fees charged by Oxnard's selected title insurance company are not included. The conveyance to Caltrans will be covered under a single title insurance policy; however, the coordination effort will be the same as if multiple policies were required. All title clearance matters were dealt with during the acquisition escrow but oftentimes, Caltrans demands additional proof/clearance beyond that which a local public agency would accept. If this is the case, additional hours may be necessary.
6. Coordination with the City's right of way engineering consultants for the completion of legal descriptions (or revisions) required on all parcels as necessary.
7. Coordination with the City's right of way engineering consultants for the completion of survey monumentation and Record of Survey.
8. Coordinate survey monumentation and right of way engineering activities with Caltrans.
9. Provide oversight and coordination with environmental consultants for issuance of initial site assessments or hazardous materials disclosure document for all parcels as required by Caltrans

## EXHIBIT "A-2"

### Rice Avenue Surplus Property Disposition

1. Identify the various acquired properties that are no longer needed for the Rice Avenue Project.
2. Assist the City with the formal determination that the property is excess/surplus and prepare the necessary items for City staff processing to the City Council.
3. Make a determination, based on established provisions within the Government Code, whether the property is exempt or non-exempt surplus property; generally, whether the property is capable of independent development and/or by statute.
4. If EXEMPT (we estimate 8 properties in this category), OPC will:
  - a. Outline the advantages and general terms of sale and solicit interest for purchase from adjoining property owners.
  - b. Prepare a fair market value appraisal pursuant to Caltrans Chapter 7 as appropriate to the individual property.
  - c. Coordinate the procurement of a preliminary title report.
  - d. Coordinate the procurement of a legal description and plat map.
  - e. Negotiate the direct sale with the interested property owner, create a compliant purchase and sale agreement and conveyance deed, and coordinate the settlement with staff for presentation to the City Council.
  - f. Coordinate the escrow and closing and ensure transmittal of title insurance.
5. If NON-EXEMPT, (we estimate 0 properties in this category at this time), OPC will:
  - a. Send a notice/letter to a list of required interested parties<sup>1</sup> offering to sell/lease the property giving them at least 60 days to respond whether they are interested or not.
  - b. Prepare a minimum value estimate establishing the base price for auction and/or negotiated sale among multiple parties.
  - c. Coordinate the procurement of a preliminary title report.
  - d. Coordinate the procurement of a legal description and plat map.
  - e. Interview the planning and engineering departments to determine what can be built on the site, what the development fees will be, and what sort of r/w reservations will be required.
  - f. Prepare a marketing package consisting of a description and summary of the site and allowable structure size/height, photographs of the site and surrounding neighborhood, maps of the site, a discussion of the public bid process, and appropriate qualification and bid forms (offer to purchase).
  - g. Draft a short advertisement for the City Clerk to publish setting forth the date, time, and place for the auction or sealed bid opening (City's choice).
  - h. Field all phone calls and inquiries.
  - i. Conduct a public auction or sealed bid opening and obtain the "apparent highest qualified bidder".
  - j. Negotiate the sale with the winning bidder, create a compliant purchase and sale agreement and conveyance deed, and coordinate the settlement with staff for presentation to the City Council.
  - k. Open an escrow to purchase the property with the successful party and coordinate the sale to conclusion.

<sup>1</sup> Required Interested Parties are: 1) Local public entity responsible for low cost housing within jurisdiction, 2) parks in City, County, Regional Park Authority, State Resources Agency 3) school districts, 4) nonprofit neighborhood enterprise association corporation 5) program area agent for designated program area.

## EXHIBIT "A-2"

### Services Not Included as Part of this Proposal

1. It is understood that the following services are to be done by others or are additional services that can be added should the need arise and the City request the services and provide prior written authorization to proceed:

- a. Right of way engineering, including but not limited to survey, record of survey, preparation of legals and plats and mapping is being done by others.
- b. Appraisal services (can be scoped and priced if the initial investigation of each parcel identifies the need, i.e. non-exempt disposition classification)
- c. Environmental assessment services
- d. Title insurance (a list of possible title companies will be provided and once approved by the City, OPC can adjust the scope and fee proposal).

## Project Budget

### Project Budget Part A – Project Closeout

The extent and magnitude of this portion of the project is somewhat speculative at this point as there has been no initial meeting with Caltrans to learn of, and review their requirements. However, based on our recent experience with the SR-22 and SR-90 close out activities (in neighboring District 12); we estimate that these activities will take an average of 20 hours per week for the next 20 weeks. Based on how we'd anticipate leveraging the staff to complete these tasks, we anticipate the budget to be computed as follows:

Classification	Hours	Rate	Subtotal
Program Manager/Principal	20	\$200.00	\$4,000.00
Project Manager	80	\$130.00	\$10,400.00
Sr. Acquisition Agent/Sr. Analyst	50	\$115.00	\$5,750.00
Analyst	30	\$105.00	\$3,150.00
<b>SUB-TOTAL - Closeout</b>			<b>\$23,300.00</b>

### Project Budget Part B – Surplus Property Disposition

Hourly

Classification	Hours	Rate	Subtotal
Program Manager/Principal	20	\$200.00	\$4,000.00
Project Manager	30	\$150.00	\$3,900.00
Sr. Acquisition Agent/Sr. Analyst	120	\$115.00	\$13,800.00
Analyst	50	\$105.00	\$5,250.00
<b>SUB-TOTAL - Disposition</b>			<b>\$26,950.00</b>

### Total Project Fees Part A & Part B

Total Project Fees	
Part A	\$23,300.00
Part B	\$26,950.00
Appraisal (not included in this proposal)	\$0
Title (not included in this proposal)	\$0
<b>Grand Total Disposition</b>	<b>\$50,250.00</b>