



Public Works Department STAFF REPORT

2100 Thousand Oaks Boulevard • Thousand Oaks, CA 91362
Phone 805/449.2400 • Fax 805/449.2475 • www.toaks.org

TO: Scott Mitnick, City Manager
FROM: Jay T. Spurgin, Public Works Director
DATE: March 19, 2013
SUBJECT: Route 101/23 Interchange Improvements (CI 5172)

RECOMMENDATION:

1. Adopt Resolution approving Cooperative and Reimbursement (AB 3090) Agreement No. 07-4955 with the State of California Department of Transportation (Caltrans) and Ventura County Transportation Commission (VCTC) for Route 101/23 Interchange Improvements Project and authorize the City Manager to execute the Agreement to incorporate the results of the Caltrans Head Quarters Legal review comments.
2. Approve Memorandum of Understanding with VCTC for Route 101/23 Interchange Improvements Project.
3. Authorize General Fund loan in the amount of \$17,700,000 to Caltrans, which will be repaid in FY 2015/16.

FINANCIAL IMPACT:

No Additional Funding Requested. \$17,700,000 Loan from the General Fund with \$350,000 in Loss of Interest Earnings. The estimated project construction phase cost is \$42 million. Up to \$13.1 million is anticipated from State Transportation Corridor Improvement Fund (TCIF) funds together with \$13.1 million matching funds from Federal Regional Surface Transportation Program (RSTP). Contingent on approval of the agreement with Caltrans to reimburse the City in FY 2015/16, as authorized under Assembly Bill (AB) 3090, up to \$15.8 million of the project cost from City General Fund Capital Reserves will be required. If the project cost increases above \$42 million, up to an additional \$1.9 million of City funds may be requested by VCTC in FY 2015/16.

BACKGROUND:

The 101/23 Interchange Improvement Project is the top priority transportation project in Ventura County. While this project resides in Thousand Oaks, it is a project of regional significance. The Project will provide relief for chronic traffic congestion at this critical freeway interchange, and will allow for full benefit of improvements for the 23 Freeway Widening Project completed in 2008.

The proposed improvements will add one lane on the 101 Freeway in each direction between the Los Angeles/Ventura County line and Moorpark Road (see Attachment #1 – Location Map). Soundwalls will be constructed between Hampshire Road and Conejo School Road on the northbound side and between Manzanita Lane and Hampshire Road on the southbound side. Both connector ramps from the 23 Freeway to the 101 Freeway will be restriped to two lanes. See Attachment #2, Project Timeline, for additional project background information.

DISCUSSION/ANALYSIS:

While this is a regional project, Thousand Oaks is most impacted by the congestion of this interchange. As such, City Council has directed staff to take action to advance this project. The City has completed the project design phase and has handed over the project to Caltrans for the construction phase. The estimated cost for construction, contingency, and construction management is \$42 million. VCTC expects to receive approximately \$20 million for this project from the State Transportation Improvement Program (STIP) in FY 2015/16. The remaining cost (\$22 million) would be funded with Federal RSTP funds set aside between now and FY 2016. Caltrans will not proceed with construction of the project until all of the funding is identified and in hand.

To expedite the construction schedule, VCTC has identified \$13.1 million in TCIF grant funds as a funding source for the project. VCTC is proposing to satisfy the one-to-one match requirement for the TCIF grant by using \$13.1 million of existing RSTP funds. Through the FY 2010 Transportation Appropriations Bill, Congress already set aside \$0.5 million for the project. The balance of the construction cost (\$15.8 million) will be loaned from the City's General Fund Capital Reserves, as approved by City Council on October 9, 2012, to be reimbursed by the State in FY 2015/16.

State law allows a local agency to enter into an agreement with the California Transportation Commission (CTC) to use local funds to expedite a project programmed in the STIP and receive reimbursement in the year that the project was originally programmed. CTC is expected to approve the Reimbursement Agreement (AB 3090) on May 7, 2013, which will obligate the State to reimburse the City's cash advance in FY 2015/16, the year the project is programmed. If the project cost increases above \$42 million, an additional \$1.9 million of City funds may be requested by VCTC. The maximum City loan contribution would be no more than \$17.7 million for project construction.

Route 101/23 Interchange Improvements (CI 5172)

March 19, 2013

Page 3

On March 1, 2013, the VCTC Board approved the reimbursement agreement with Caltrans and the City, and an MOU with the City. These agreements include \$13.1 million in TCIF funds plus \$13.1 million in Federal RSTP funds, in conjunction with City funds to implement the project now, with reimbursement to the City by FY 2015/16.

Implementing the project with the current funding arrangement will result in the following:

- Project construction would begin in 2013, relieving the major bottleneck in the region;
- Ventura County will keep \$13.1 million in TCIF funding that would otherwise be returned to the State if not used for this project;
- The additional transportation funds otherwise committed for this project can be used on other projects in the County;
- If the project does not proceed now, plans and environmental documents may require updating if there are changes in standards or roadway features in the next three years;
- The City will lose approximately \$350,000 of interest earnings by advancing \$17.7 million from General Fund Capital Reserves.

Staff recommends City Council approve the Cooperative and Reimbursement Agreement with Caltrans and VCTC (Attachment #3), and the MOU with VCTC (Attachment #4) to partially fund the project from City General Fund Capital Reserves. Below are schedules providing revenue sources and anticipated costs for the project, as well as the STIP Repayment Plan. If agreed to by CTC, the City will be reimbursed up to the amount programmed in the STIP. VCTC would reimburse the City any amount beyond that.

Project – Funding Schedule

Funding Sources		
1.	TCIF Trade Corridors Improvement Fund	\$13,118,000
2.	Regional Surface Transportation Program	\$12,618,000
3.	2010 Federal Transportation Appropriation	\$ 500,000
4.	General Fund Capital Reserves	\$17,700,000
5.	Total	\$43,936,000
Use of Funds		
6.	Construction Management	\$5,400,000
7.	Construction	\$33,800,000
8.	Contingency	\$4,736,000
9.	Total	\$43,936,000

**General Fund Advance
Repayment Schedule**

Fiscal Year	General Fund Capital Reserves Draw	Repayment
FY 2013/14	\$4,800,000	
FY 2014/15	\$9,600,000	
FY 2015/16	\$3,300,000	\$17,700,000
Total	\$17,700,000	\$17,700,000

Staff negotiated the term of payments and Caltrans agreed to receive City funds in 20 payments, based on the construction schedule. Interest rates are expected to remain low for the next several years. Based on the City's current one percent investment rate of return, the impact of the \$17,700,000 advance from General Fund Capital Reserves is the potential \$175,000 per year loss of interest earnings for two years.

The project schedule is as follows:

<u>MILESTONE</u>	<u>DATE</u>
1. Project Approval/Environmental (Caltrans)	March 2005
2. Federal Authorization	June 2009 – December 2009
3. Design (City)	January 2010 – January 2013
4. Right of Way Certification (Caltrans)	February 2013
5. Ready To List/Caltrans Project Take Over	February 2013 – April 2013
6. Bid Process, Award (Caltrans)	May 2013 – November 2013
7. Construction (Caltrans)	December 2013 – December 2015

By adopting the Resolution (Attachment #5) and processing the Agreement with VCTC and Caltrans, the City commits to use reserve funds for the Route 101/23 Interchange Improvements Project (CI 5172).

CIP PROJECT PRIORITY (as outlined in FY 2011-12 and FY 2012-13 CIP Program Budget)

Priority Two – Necessary, but not essential, and there could be consequences if deferred.

COUNCIL GOAL COMPLIANCE:

Meets Council Goals B and E:

- B. Operate City government in a fiscally and managerially responsible and prudent manner to ensure that the City of Thousand Oaks remains one of California's most desirable places to live, work, visit, recreate, and raise a family.

- E. Provide and enhance essential infrastructure as City transitions from a "growth" to a "maintenance" community, to ensure that the goals and policies of the Thousand Oaks General Plan are carried out and the City retains its role and reputation as a leader in protecting the environment and preserving limited natural resources.

Submitted by:

Prepared by:



Jay T. Spurgin
Public Works Director



Mike Tohidian
Senior Civil Engineer

Attachments:

- #1 – Location Map
- #2 – Project Timeline
- #3 – Agreement with Caltrans and VCTC
- #4 – MOU with VCTC
- #5 – Resolution

**ROUTE 101/23 INTERCHANGE IMPROVEMENTS (CI 5172)
PROJECT TIMELINE**

- | | |
|---|------------------------------|
| 1. City Council approved contract with CH2M Hill for Plans, Specs, & Estimate package - \$4,996,300 (Design funded with American Recovery and Reinvestment Act funds) | December 15, 2009 |
| 2. Received Transportation, Community, and System Preservation Program Grant (TCSP) used for Right-of-Way - \$400,170 | Fall 2009 |
| 3. TIGER III & IV Grant Applications - not selected | October 2011
& March 2012 |
| 4. Prop 1B Transportation Corridor Improvement Fund (TCIF) funds available - \$11.9M (construction contract must be signed by December 31, 2013 to qualify) | August 2012 |
| 5. City Council adopted Resolution to fund project from General Fund Capital Reserves & process future reimbursement agreement (AB 3090) | October 9, 2012 |
| 6. Additional TCIF funds available - \$1.2M | December 2012 |
| 7. California Transportation Commission (CTC) approved project construction funding | January 8, 2013 |
| 8. Ventura County Transportation Commission (VCTC) approval of AB 3090 and cooperative agreement and MOU between City and VCTC | March 1, 2013 |
| 9. CTC expected to approve AB 3090 and cooperative agreement between City, VCTC, and Caltrans | May 7, 2013 |

COOPERATIVE AGREEMENT

This Agreement, effective on _____, is between the State of California (STATE), acting through its Department of Transportation, referred to as CALTRANS,

City of Thousand Oaks, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY, and:

Ventura County Transportation Commission, a *regional* transportation planning agency, referred to hereinafter as VCTC.

For the purpose of this Agreement, the term PARTNERS collectively refers to CALTRANS, CITY, and VCTC (all signatory parties to this Agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. PARTNERS are also entering into this Agreement pursuant to Government Code Section 14529.7(b), which allows a local jurisdiction (with the prior concurrence of VCTC, the California Transportation Commission (CTC) and CALTRANS, to advance a project included in the State Transportation Improvement Program (STIP) to an earlier fiscal year through the use of its own funds.
3. For the purpose of this Agreement, VEN 101 widening from Los Angeles/Ventura County line to Moorpark Road interchange and restriping of two connectors at the VEN 101/23 interchange will be referred to hereinafter as PROJECT.
4. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
5. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
6. Prior to this Agreement:

DRAFT

Agreement 07-4955
Project Number: 0700000201

- CITY developed the Plans, Specifications and Estimate (Cooperative Agreement No. 07-4871).
 - CITY developed the Right of Way Certification (Cooperative Agreement No. 07-4871).
7. CALTRANS prepared the environmental documentation and the Project Report for the PROJECT.
 8. CITY is willing to advance its own (non-State/non-Federal/non-fuel tax) funds to pay for partial Construction support and capital costs for PROJECT at an earlier date than proposed in the current State Transportation Improvement Program (STIP). Estimated costs for performance of Construction are identified in the FUNDING SUMMARY, attached hereto as a separate document and made a part of this Agreement.
 9. As required by Government Code section 14529.7 (b), CITY has obtained approval of the Ventura County Transportation Commission (VCTC), acting as the Regional Transportation Planning Agency, and has requested that the CTC amend the STIP to allow CITY to advance PROJECT (currently programmed as Inter-regional Improvement Program (IIP) funding in the Fiscal year 2015/16) using local (non- State/non-Federal/non-gas tax) funds in fiscal years 2012/13 and 2013/14.
 10. Subject to annual legislative appropriation, State budget authority and if sufficient future STIP funds are actually subsequently allocated by the CTC, CALTRANS will then reimburse CITY pursuant to the terms of this agreement, Government Code Section 14529.7(b) and the Advanced Local Funding and Reimbursement Guidelines (GUIDELINES) adopted by the CTC.
 11. Upon CTC approval allowing CITY to advance \$15,764,000 in local non- State, non-Federal, or non-fuel tax funds in order to partially finance a portion of PROJECT construction costs, the STIP will be amended and that amount of the PROJECT construction cost programmed originally as an allocation will then be reprogrammed for reimbursement for that same amount.
 12. PARTNERS agree that CALTRANS will perform construction contract administration for PROJECT in order to bring about the earliest possible completion of the desired State highway improvements.
 13. In this Agreement capitalized words represent defined terms and acronyms.
 14. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

15. VCTC is SPONSOR for 100% of PROJECT.

16. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY.
17. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.
18. CALTRANS is the CEQA lead agency for PROJECT.
19. CALTRANS is the NEPA lead agency for PROJECT.

SCOPE

Scope: General

20. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
21. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
22. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
23. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
24. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
25. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this Agreement will be available to help resolve WORK related problems generated by that component for the entire duration of PROJECT.
26. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.
27. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified

professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

28. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

29. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
30. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
31. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
32. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
33. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
34. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
35. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
36. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.

37. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

38. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
39. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
40. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
41. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.
42. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
43. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
44. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

- 45. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
- 46. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the Local Assistance Procedures Manual.
- 47. If CALTRANS anticipates that funding for WORK will be insufficient to complete WORK, CALTRANS will promptly notify CITY and VCTC.
- 48. If WORK stops for any reason, CALTRANS will place PROJECT right of way in a safe and operable condition.
- 49. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
- 50. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.

Scope: Environmental Permits, Approvals and Agreements

- 51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
NPDES SWRCB	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS

Scope: Construction

52. CALTRANS will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and CALTRANS will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, PARTNERS may retain such a firm to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.
53. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
54. CALTRANS will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
55. CALTRANS will provide a landscape architect who will be responsible for all landscaping activities within the SHS.
56. CITY will provide the consultant who prepared the PS&E package to address all design issues generated during PROJECT construction (activity 5.270) and if revisions in contract plans are required.
57. CALTRANS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$100,000.
58. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds CALTRANS will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
59. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all FUNDING PARTNERS must be involved in determining how to proceed. If FUNDING PARTNERS do not agree in writing on a course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.
60. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee, CITY and VCTC as additional insured, and to carry liability insurance in accordance with CALTRANS specifications.
61. PARTNERS confirm that maintenance will be handled through an existing maintenance agreement.

COST

Cost: General

62. PARTNERS will document specific funding, billing, and payment details in a FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this agreement.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the new funds require it.

Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

63. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
64. If CITY and VCTC have received Electronic Funds Transfer (EFT) certification from CALTRANS then they will use the EFT mechanism and follow all EFT procedures to pay CALTRANS.
65. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
66. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
67. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

68. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

69. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
70. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
71. VCTC, independent of PROJECT, will pay, or cause to be paid by the owner(s) of the parcel(s), all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
72. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
73. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
74. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.
75. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
76. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
77. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.
78. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file State employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If CITY and VCTC invoice for rates in excess of DPA rates, CITY and VCTC will fund the cost difference and reimburse CALTRANS for any overpayment.

79. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
80. The cost of providing the consultant who prepared the PS&E package to address all design issues generated during PROJECT construction (activity 5.270) and if revisions in contract plans are require is an OBLIGATION cost.
81. If CALTRANS reimburses CITY and VCTC for any costs later determined to be unallowable, CITY and VCTC will reimburse those funds.
82. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
83. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

84. If there are insufficient funds in this Agreement to implment applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

85. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

86. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

Cost: Construction Support

87. The cost of source inspection is an OBLIGATIONS cost.

- 88. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until OBLIGATION COMPLETION, after which, the cost of maintenance will be handled through an existing maintenance agreement.
- 89. PARTNERS will document specific funding, billing, and payment details of all other Construction Support activities in the FUNDING SUMMARY.

Cost: Construction Capital

- 90. The cost of all State-furnished Material (SFM) is a CONSTRUCTION CAPITAL cost.
- 91. PARTNERS will document specific funding, billing, and payment details of Construction Capital activities in the FUNDING SUMMARY.

SCHEDULE

- 92. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

- 93. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
- 94. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
- 95. 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 CALTRANS and VCTC and/or their agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement.

It is understood and agreed that CALTRANS and VCTC, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under any theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and VCTC and/or their agents under this Agreement.

96. Neither VCTC nor any officer or employee and/or agents thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and CITY and/or their agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS and CITY under this Agreement.

It is understood and agreed that CALTRANS and CITY, to the extent permitted by law, will defend, indemnify, and save harmless VCTC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under any theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and CITY and/or their agents under this Agreement.

97. Neither CALTRANS 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 and VCTC and/or their agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement.

It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under any theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.

It is understood and agreed that VCTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, ~~but not limited to, tortious, contractual, inverse condemnation, or other~~ theories or assertions of liability occurring by reason of anything done or omitted to be done by VCTC and/or its agents under this Agreement.

98. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
99. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
100. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
101. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
102. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

103. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
104. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

105. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
106. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
107. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
108. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
109. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
110. Partners agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental

DRAFT

Agreement 07-4955
Project Number: 0700000201

commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

111. The following documents are attached to, and made an express part of this Agreement: SCOPE SUMMARY, PROJECT BASELINE AGREEMENT.

DEFINITIONS

ARRA – American Recovery and Reinvestment Act of 2009

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Guide to Capital Project Delivery Workplan Standards (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – An executed document that lists the funding, billing, and payment commitments. Commitments include, but are not limited to, FUNDING PARTNER(S), fund source, fund type, payment method, invoice frequency, deposit amounts, and PROJECT COMPONENT(S) in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 -- Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this Agreement.

OMB (Office of Management and Budget) – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout that project’s lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM) - Caltrans quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated July 2, 2007 (available at <http://www.dot.ca.gov>). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA Guideline requirements.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the Guide to Capital Project Delivery Workplan Standards (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All scope activities included in this Agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Reza Fateh, Project Manager
100 S. Main Street
Los Angeles, California 90012
Office Phone: (213) 897-8316
Email: Reza.Fateh@dot.ca.gov

The primary Agreement contact person for CITY is:

Mike Tohidian, Project Manager
2100 Thousand Oaks Blvd.
Thousand Oaks, California 91362
Office Phone: (805) 449-2516
Email: mtohidian@toaks.org

The primary Agreement contact person for CITY is:

Peter De Haan
Programming Director
950 County Square Drive, Suite 207
Ventura, CA 93003
Office Phone: (805) 642-1591, Extension 106
Email: pdehaan@goventura.org

DRAFT

Agreement 07-4955
Project Number: 0700000201

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

APPROVED

By: _____
Michael Miles
District Director

CERTIFIED AS TO FUNDS:

By: _____
Paul Kwong
District Budget Manager

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
Steve Sojka
Chair

By: _____
Donna Cole
Clerk of the Board

APPROVED AS TO FORM AND PROCEDUR

By: _____
Mitchel B. Kahn
General Counsel

CITY OF THOUSAND OAKS

APPROVED

By: _____
Claudia Bill-de la Peña
Mayor

Attest: _____
Linda D. Lawrence
City Clerk

APPROVED AS TO FORM AND PROCEDURE

By: _____
Christopher G. Norman
Assistant City Attorney

CLOSURE STATEMENT

1. Did PARTNERS complete all scope, cost and schedule commitments included in this Agreement and any amendments to this Agreement?
YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by CITY?
YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this Agreement and any amendments to this Agreement were completed?
YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the Agreement?
YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this Agreement.

CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 07-4955 and any amendments to this Agreement.

The final signature date on this document terminates Cooperative Agreement 07-4955 except survival articles.

All survival articles in Cooperative Agreement 07-4955 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY

By: _____
Name: Michael Miles
DISTRICT DIRECTOR

By: _____
Name: Claudia Bill-de la Peña
MAYOR

Date: _____

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

VENTURA COUNTY
TRANSPORTATION COMMISSION

By: _____
Name: Paul Kwong
DISTRICT BUDGET MANAGER

By: _____
Darren M. Kettle
Executive Director

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
3	265				Awarded and Approved Construction Contract	X		
		50			Contract Ready for Advertising	X		
		55			Advertised Contract	X		
		60			Bids Opened	X		
		65			Contract Award	X		
		70			Executed and Approved Contract	X		
		75			Independent Assurance	X		
5	270				Construction Engineering and General Contract Administration	X		
		10			Construction Staking Package and Control	X		
			10		Construction Staking Package	X		
			20		Project Control for Construction	X		
		15			Construction Stakes	X		
			15		Slope Stakes	X		
			25		Rough Grade Stakes	X		
			30		Final Grade Stakes	X		
			35		Drainage and Minor Structure Stakes	X		
			50		Miscellaneous Stakes	X		
			55		Photogrammetric Product for Construction	X		
			60		Ground Stakes for Major Structure	X		
			65		Superstructure Stakes for Major Structure	X		
		20			Construction Engineering Work	X		
			05		Resident Engineer's File Review	X		
			10		Project Plans, Special Provisions, and Estimate Review	X		
			15		Contract Pay Quantities	X		
			20		Lines and Grades Control	X		
			25		Contractors' Falsework Submittals Review	X		
			30		Contractors' Trenching and Shoring Submittals Review	X		
			35		Shop Plans Review	X		
			40		Cost Reduction Incentive Proposals Review	X		
			45		Contractors' Water Pollution Control Program Review	X		
			50		Technical Support	X		
			99		Other Construction Engineering Products	X		
		25			Construction Contract Administration Work	X		
			05		Secured Lease for Resident Engineer Office Space or Trailer	X		
			10		Set Up Construction Project Files	X		
			15		Pre-Construction Meeting	X		
			20		Progress Pay Estimates	X		
			25		Weekly Statement of Working Days	X		
			30		Construction Project Files and General Field Office Clerical Work	X		

DRAFT

Agreement 07-4955
Project Number: 070000201

		35	Labor Compliance Activities	X		
		40	Approved Subcontractor Substitutions	X		
		45	Coordination	X		
		50	Civil Rights Contract Compliance	X		
		99	Other Construction Contract Administration Products	X		
		30	Contract Item Work Inspection	X		
		05	Photographed Jobsite and Contractors' Operations	X		
		10	Inspection of Contractors' Work for Compliance	X		
		15	Contractors' Operations Relative to Safety Requirements Documentation	X		
		20	Daily Diary of Contract Operations	X		
		25	Punch List	X		
		35	Construction Material Sampling and Testing	X		
		05	Materials Sampling and Testing for Quality Assurance	X		
		10	Plant Inspection for Quality Assurance	X		
		15	Independent Assurance Sampling and Testing	X		
		20	Source Inspection	X		
		40	Safety and Maintenance Reviews	X		
		45	Relief From Maintenance Process	X		
		55	Final Inspection and Acceptance Recommendation	X		
		60	Plant Establishment Administration	X		
		65	Transportation Management Plan Implementation During Construction	X		
		75	NOTE: This WBS element is address in the text of this cooperative agreement. Resource Agency Permit Renewal and Extension Requests	X		
		80	Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract	X		
		99	Other Construction Engineering and General Contract Administration	X		
5	275		Construction Engineering and General Contract Administration of Structures Work	X		
		10	Office Administration Work for Structures	X		
		20	Field Administration Work for Structures	X		
		30	Contract Change Order Inspection for Structures Work	X		
		40	Safety Tasks for Structures Work	X		
5	285		Contract Change Order Administration	X		
		05	Contract Change Order Process	X		
		05	Need for Contract Change Order Determination	X		
		10	Draft Contract Change Order	X		
		15	Contract Change Order Approval	X		
		20	Payments for Contract Change Order Work	X		
		10	Functional Support	X		
		05	Field Surveys for Contract Change Order	X		
		10	Staking for Contract Change Order	X		
		15	Other Functional Support	X		
5	290		Resolve Contract Claims	X		
		05	Analysis of Notices of Potential Claims	X		
		10	Supporting Documentation and Responses to Notices of Potential Claims	X		
		15	Reviewed and Approved Claim Report	X		
		20	District Claim Meeting or Board of Review	X		
		25	Arbitration Hearing	X		

DRAFT

Agreement 07-4955
Project Number: 070000201

		30		Negotiated Claim Settlement	X		
		35		Technical Support	X		
5	295			Accept Contract, Prepare Final Construction Estimate, and Final Report	X		
		05		Processed Estimate After Acceptance	X		
		10		Proposed Final Contract Estimate	X		
		15		As-Built Plans	X		
		20		Project History File	X		
		25		Final Report	X		
		30		Processed Final Estimate	X		
		35		Certificate of Environmental Compliance	X		
		40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance	X		
		45		Post-Construction Traffic Operations Activities	X		
		05		Speed Survey Records	X		
			05	Speed Survey	X		
			10	Signed Speed Survey	X		
			10	Commission TMS Elements	X		
		99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report	X		
4	300			FINAL RIGHT OF WAY ENGINEERING	X		
		05		Right of Way Monumentation	X		
			05	Right of Way Monumentation Survey	X		
			10	Filed Monumentation Record of Survey	X		
		10		Trial Exhibits and Testimony	X		
		25		Relinquishment and Vacation Maps	X		
		30		Deed Package for Excess Land Transactions	X		
		35		Right of Way Record Map	X		

FUNDING SUMMARY Number 1

Project Number: 0700000201

Agreement: 07-4955

DRAFT

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	CON Capital	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY ->									
STATE	CALTRANS	STIP/IIP	\$0	\$0	\$0	\$0	\$13,900,000	\$1,864,000	\$15,764,000
FEDERAL	VCTC	RSTIP	\$0	\$0	\$0	\$0	\$11,385,000	\$1,733,000	\$13,118,000
STATE	VCTC	Trade Corridor Improvement Funds (TCIF)	\$0	\$0	\$0	\$0	\$11,315,000	\$1,803,000	\$13,118,000
		Totals by Component	\$0	\$0	\$0	\$0	\$36,600,000	\$5,400,000	\$42,000,000

This table represents full funding of each PROJECT COMPONENT in Agreement 07-4955.

- STIP/IIP funds are programmed for Fiscal Year 2015/2016. CITY will advance the \$15,764,000 (37.53% of the total PROJECT cost) with Local funds in the 2012/2013 and 2013/2014 Fiscal Years.

Billing and payment details follow.

DRAFT
FUNDING SUMMARY Number 1

Project Number: 0700000201

Agreement: 07-4955

Part II – Billing and Payment Details

Responsibilities

- CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.
- VCTC is SPONSOR for CONSTRUCTION.
- CITY will provide AB3090 Reimbursement funds for up to \$15,764,000.

Cost: CONSTRUCTION SUPPORT

1. Each PARTNER listed below will do work for CONSTRUCTION Support as described in the SCOPE SUMMARY of this Agreement:

- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice CITY.
- CALTRANS will draw from the state and/or federal funds shown in the FUNDING SUMMARY table for this PROJECT COMPONENT.

PARTNERS will exchange funds for actual costs.

Cost: CONSTRUCTION CAPITAL

2. CALTRANS will invoice CITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

3. CALTRANS is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice CITY.

DRAFT

FUNDING SUMMARY Number 1

Project Number: 0700000201

Agreement: 07-4955

- CALTRANS will draw from the state and/or federal funds shown in the FUNDING SUMMARY table for this PROJECT COMPONENT.

PARTNERS will exchange funds for actual costs.

AB3090 ADVANCED CASH

4. CALTRANS will invoice CITY for a \$928,000 initial deposit after execution of this Agreement and 30 working days prior to the construction contract bid advertisement date. This deposit represents two (2) months' estimated support costs and one (1) month's estimated capital costs.
5. CITY will deposit with CALTRANS upon 30 days of receipt of the first invoice, the amount of \$928,000.
6. Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures and CITY will pay CALTRANS within 30 days of receipt of the invoices.
7. Subject to annual legislative appropriations and State budget authority capacity for this purpose, and then only if those PROJECT STIP funds are actually subsequently allocated by the CTC, CALTRANS will reimburse CITY, starting in the Reimbursement Year that the PROJECT is programmed to, the \$15,764,000 advanced by CITY pursuant to this Agreement, GUIDELINES, and Government Code Section 14529.7(b) but in no event shall that amount be any higher than the amount programmed in the STIP including any STIP amendments.
8. CALTRANS has no responsibility to reimburse CITY the \$15,764,000 advanced, until such time as an annual legislative appropriation occurs, State Budget Authority exists to fund those eligible PROJECT reimbursements, the CTC allocates funds to PROJECT, and CITY has satisfied any and all other necessary requirements. Federalized funds will only be transferred to CITY in accordance with State and federal procedures in place at the time of allocation. CITY shall be responsible for obtaining federal approval, including grant application approval and CALTRANS shall be responsible for obtaining Advance Construction authority approval.
9. If it becomes apparent during construction of PROJECT that the total estimated construction cost will exceed the maximum amount programmed for expenditure STATE, promptly and in cooperation with CITY, shall prepare and submit a STIP amendment to the CTC requesting additional funds so as to assure sufficient funds are available to reimburse CITY. If the request is not approved by the CTC, STATE, in

DRAFT
FUNDING SUMMARY Number 1

Project Number: 0700000201
Agreement: 07-4955

cooperation with CITY and VCTC, shall seek for other sources of funds or endeavor to rescope PROJECT to stay within the aforementioned funding limitations.

10. CALTRANS will submit a final report of expenditures to CITY within 120 days after completion and acceptance of the Construction Contract for PROJECT by STATE. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By _____
Reza Fateh
Project Manager

Date _____

District Budget Manager

HQ Accounting

CITY OF THOUSAND OAKS

APPROVED

By _____
Claudia Bill-de la Peña
Mayor

Date _____

VENTURA COUNTY
TRANSPORTATION COMMISSION

APPROVED

By: _____
Darren M. Kettle
Executive Director

DRAFT
FUNDING SUMMARY Number 1

Project Number: 0700000201
Agreement: 07-4955

Date _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF THOUSAND OAKS

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Ventura County Transportation Commission (VCTC) and the City of Thousand Oaks (City) regarding the responsibility for project costs to improve Route 101 from the Los Angeles County Line to Moorpark Road (Project).

WHEREAS, the City Council at its October 9, 2012 meeting, committed \$17,700,000 of City funds for the construction costs of the project, contingent on approval of an agreement with the California Department of Transportation (Caltrans) to reimburse the City in Fiscal Year (FY) 2015/16, as authorized under Assembly Bill (AB) 3090; and,

WHEREAS, the City, VCTC, and Caltrans have drafted Cooperative Agreement 07-4955, setting forth the Project funding shares shown in the Attachment thereto, with Caltrans agreeing to reimburse the City in FY 2015/16 as provided under AB 3090 subject to annual legislative appropriation, State budget authority, and allocation by the California Transportation Commission, with the City's funding share being \$15,764,000, or 37.53% out of an estimated Project construction cost of \$42 million.

NOW THEREFORE, VCTC and the City enter into this MOU to memorialize their mutual understanding regarding the funding of any unanticipated cost increases above the current \$42 million estimate.

1. Responsibility for Cost Increases: The City and VCTC recognize that as project sponsor, and as stipulated in the California Transportation Commission's Trade Corridors Improvement Fund Guidelines (which apply to this project), VCTC is responsible for identifying the funding for any Project cost increase above the \$42 million construction cost estimated at the time of this MOU.
2. City Commitment Towards Cost Increases: Notwithstanding VCTC's responsibility as project sponsor, the City hereby agrees, in recognition of having agreed to pay 37.53% of the currently estimated \$42 million project construction cost, if requested in writing by VCTC, and subject to Caltrans and the Federal Highway Administration approval, to continue paying 37.53% of any project costs above \$42 million, up to a maximum City contribution of \$17,700,000 for Project construction.

Project construction cost increase is contingent upon VCTC programming the required funds to reimburse the City in FY 2015/16.

4. Reimbursement Procedure: In recognition that VCTC's share of Project construction costs is funded with Federal Surface Transportation Program (STP) funds, it is likely that VCTC would program STP to cover any Project cost increase, including the portion of a Project cost increase to be funded by the City and reimbursed in FY 2015/16. Since STP funds are administered by Caltrans, VCTC's responsibility would be to program the STP funds to reimburse the City in FY 2015/16. The City would then submit an Authorization Request to Caltrans in FY 2015/16 to receive the funds, and upon receiving authorization of the funds, would work with Caltrans to submit the required invoice to receive reimbursement.

5. Advance Construction Authority: It is mutually understood that the reimbursement of a City contribution to Project construction cost increases through use of STP funds would be subject to the provisions of federal Advance Construction Authority, and would therefore be contingent upon the authorization and appropriation of STP or equivalent funding by the Federal government.

CITY OF THOUSAND OAKS

VENTURA COUNTY TRANSPORTATION
COMMISSION

Claudia Bill-de la Pena
Mayor

Steve Sojka
Chairman

Attest:

Attest:

Linda D. Lawrence
City Clerk

Denha Cole
Clerk of the Board

Approved as to Form

Approved as to Form

Christopher G. Norman
Assistant City Attorney

Mitchel B. Kahn
General Counsel

Approved as to Administration

Scott Mitnick
City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THOUSAND OAKS APPROVING COOPERATIVE AND REIMBURSEMENT AGREEMENT NO. 07-4955 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION AND VENTURA COUNTY TRANSPORTATION COMMISSION TO ADVANCE THE ROUTE 101/23 INTERCHANGE IMPROVEMENTS PROJECT (CI 5172) INCLUDED IN THE STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) TO AN EARLIER FISCAL YEAR THROUGH THE USE OF ITS OWN FUNDS.

WHEREAS, on July 21, 2009, the City Council approved Cooperative Agreement No. 07-4871 with Caltrans which makes the City responsible for the project design, taking the project to a Ready To List (RTL) milestone, and then handing the project back to Caltrans for construction; and

WHEREAS, on January 8, 2013, California Transportation Commission (CTC) approved the project construction funding as indicated in this cooperative agreement; and

WHEREAS, on March 1, 2013, the Ventura County Transportation Commission (VCTC) approved \$17.7 million of City reserve funds to be used to advance the project construction and to reimburse the City with State Transportation Improvement Program (STIP) funds by FY 2015/16 at the latest; and

WHEREAS, the City's funding share being \$15,764,000, or 37.53% out of an estimated Project construction cost of \$42 million; and

WHEREAS, Caltrans will receive City funds in 20 payments, based on the construction schedule, for its proportional share of the cost, up to \$15,764,000; and

WHEREAS, if the project cost increases above \$42 million, up to an additional \$1.9 million of City funds may be requested in writing by VCTC; and

WHEREAS, Cooperative Agreement No. 07-4955 between the City, VCTC, and State covering the construction phase has been drawn for execution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Thousand Oaks that Cooperative Agreement No. 07-4871 be approved and executed for the Route 101/23 Interchange Improvement Project construction phase.

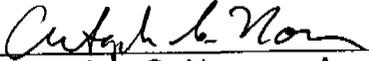
PASSED AND ADOPTED this

Claudia Bill-de la Peña, Mayor
City of Thousand Oaks, California

ATTEST:

Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



Christopher G. Norman, Assistant City Attorney

APPROVED AS TO ADMINISTRATION:



Scott Mitnick, City Manager