June 29, 2010

TO: Mayor and City Council

FROM: Robert Murdoch, Director
       Public Works Department

SUBJECT: FRENCH CAMP/I-5 INTERCHANGE RECONSTRUCTION PROJECT

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute Amendment 2 to the Design/Right-of-Way Cooperative Agreement between the City and State of California Department of Transportation for the French Camp Road/Interstate 5 Interchange Reconstruction Project. It is further recommended that the resolution authorize the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

Summary

On July 9, 2007, the City entered into a Design/Right-of-Way Cooperative Agreement with the California Department of Transportation (Caltrans) to allow Caltrans staff to acquire and/or condemn the necessary right-of-way to facilitate the construction of the French Camp Road/I-5 Interchange project. The Cooperative Agreement also states that the City will reimburse Caltrans for their support costs incurred in acquiring right-of-way.

Amendment 2 will increase right-of-way support funds for Caltrans from $308,476 to $458,476, an increase of $150,000. Additional funding is needed due to longer than anticipated settlement negotiations with property owners, and coordination with the California Transportation Commission for properties that may need to be acquired through condemnation.

This Amendment will also increase the total federal funds allocated for the project from $8,735,105 to $10,049,701; thereby, reducing the amount of local funds needed, and will extend the termination date of the original cooperative agreement from June 30, 2010, to June 30, 2011.

There are no General Funds being used on this project.

DISCUSSION

Background

Reconstruction of the French Camp Road/I-5 Interchange is needed to accommodate anticipated traffic demands at the interchange, as build-out of the General Plan occurs. Proposed modifications generally include: the relocation/widening of the northbound
and southbound on/off-ramps; signalization of the intersections; relocation of Val Dervin Parkway; construction of northbound and southbound loop on-ramps; and the realignment of Manthey Road west of Interstate 5. The interchange reconstruction will also realign a portion of Sperry Road and French Camp Road, and construct auxiliary lanes on Interstate 5 between French Camp Road and Downing Avenue.

On July 9, 2007 (Resolution 07-0263), the City entered into an agreement with Caltrans to provide design oversight and approvals, and act as the lead agency in right-of-way acquisition activities. This agreement placed Caltrans in the lead for acquiring right-of-way because they have the authority, if needed, to condemn property in both the City and in unincorporated areas of San Joaquin County.

On January 29, 2008 (Resolution 08-0034), Council approved a Freeway Agreement between the City and Caltrans for the French Camp Road/I-5 Interchange Reconstruction Project. In general, the Freeway Agreement allows the relocation of City roads and reconfiguration of access routes within City limits to facilitate the reconstruction of this interchange. A Freeway Agreement was also executed between Caltrans and San Joaquin County.

On June 18, 2008 (Resolution No. 08-0224), Amendment 1 to the French Camp Road/I-5 Interchange project Design/Right-of-Way Cooperative Agreement revised project funding to add $1 million in federal funds allocated to this project from the 2008 Federal Omnibus Spending Bill. This had the result of reducing the local contribution for the project.

Present Situation

In order for Caltrans to continue providing design oversight and approvals, and act as the lead agency in right-of-way acquisition activities, an additional $150,000 needs to be authorized to pay for their services. This additional cost is due to longer than anticipated settlement negotiations with property owners and coordination with the California Transportation Commission for properties that may need to be acquired through condemnation.

This amendment also will increase the federal funding for the project from $8,735,105 to $10,049,701, to reflect the additional $1,314,596 allocated in the 2009 and 2010 Federal Omnibus Spending Bills, and will extend the termination date from June 30, 2010, to June 30, 2011.

The final design of the project is approximately 90% complete. Final design and right-of-way acquisitions are scheduled for completion by the end of 2010. The project is
scheduled to go to construction in early 2011, pending availability of construction funding.

FINANCIAL SUMMARY

Sufficient funds are available in Account No. 399-9945-640, French Camp Road/Sperry Road-Performance Drive (I-5 Reconstruction) to execute Amendment 2. There is no impact to the City's General Fund.

PREPARED BY: Ray Deyto, Associate Civil Engineer

Respectfully submitted,

APPROVED

ROBERT MURDOCH, DIRECTOR
PUBLIC WORKS DEPARTMENT

KEVIN O'ROURKE
INTERIM CITY MANAGER

RM:AM:RD/sp:nla:jtt

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Resolution No. ____________

STOCKTON CITY COUNCIL

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RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT 2 TO THE DESIGN/RIGHT-OF-WAY COOPERATIVE AGREEMENT
BETWEEN THE CITY OF STOCKTON AND
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR THE FRENCH CAMP/I-5 INTERCHANGE RECONSTRUCTION PROJECT –
PROJECT NO. 90-01

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

1. That Amendment 2 to the Design/Right-of-Way Cooperative Agreement
   between the City of Stockton and the State of California Department of Transportation,
   for the FRENCH CAMP/I-5 INTERCHANGE RECONSTRUCTION PROJECT is hereby
   approved.

2. The City Manager is hereby authorized to execute said Amendment 2 to
   the Design/Right-of-Way Cooperative Agreement, a copy of which is attached as
   Exhibit A and incorporated herein by this reference.

3. The City Manager is hereby authorized to take whatever actions are
   appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED ____________________________.

ATTEST: ____________________________________
ANN JOHNSTON, Mayor
of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

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AMENDMENT NO. 2 TO AGREEMENT

This AMENDMENT NO. 2 to 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 STOCKTON, a body politic and a municipal corporation of the State of California, referred to herein as CITY.
RECITALS

1. The parties hereto entered into Agreement No. 10-241, on July 9, 2007. Said Agreement defined the terms and conditions for Plans, Specifications, and Estimates (PS&E) and Right of Way (R/W) work towards a project to reconstruct and modify Interstate 5 at French Camp Road, referred to herein as PROJECT.

2. The parties hereto also entered into Amendment No. 10-241 A-1, on June 18, 2008. Said Amendment reallocated PS&E, R/W support and capital funds.

3. Exhibit A of the Amendment 10-241 A-1 set R/W support funding at $308,476.

4. It has now been determined that funding for R/W support needs to be increased.

5. A Revised Exhibit A is attached, and made part of this Amendment to Agreement to show an increase of R/W support funds by $150,000.

6. It has also been determined that PROJECT will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

1. That the existing Exhibit A-1 to Agreement (District Agreement No. 10-241) will be replaced with the revised Exhibit A-2, dated February 9, 2010, attached to and made a part of this Amendment to Agreement. The Revised Exhibit A-2 supersedes the Exhibit A-1.

2. The termination date specified in Article 15 of Section 3 of said Agreement shall now be June 30, 2011 instead of June 30, 2010.

3. All other terms and conditions of said Agreement (District Agreement No. 10-241) shall remain in full force and effect.

4. Any reference to Exhibit A in the original Agreement, or Exhibit A-1 in Amendment is deemed to refer to the Revised Exhibit A-2, dated February 9, 2010.
STATE OF CALIFORNIA
Department of Transportation

RANDELL IWASAKI
Director

By:
ROSS A. CHITTENDEN
District Director
District 10

CITY OF STOCKTON
425 N. El Dorado Street
Stockton, CA 95202

By:
KEVIN O’ROURKE
Interim City Manager
City of Stockton

Attest:
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

Approved as to Form and Procedure

Attorney
Department of Transportation

Approved as to Form & Content

City Attorney

By:
Deputy City Attorney
City of Stockton

Certified as to State Funds

THOMAS L. HARBOUR
District 10 Budget Manager

Certified as to Financial Terms and Conditions

Accounting Administrator
REVISED EXHIBIT A-2
Estimated Costs  
(March 22, 2010)

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* If Eminent Domain exceeds one month, $50,000 per month will be shifted from R/W Capital (ref. Section 1, Article 6 and Section II, Article 6 of this Cooperative Agreement).