



City of San Leandro

Meeting Date: October 7, 2013

Staff Report

File Number: 13-483 **Agenda Section:** CONSENT CALENDAR

Agenda Number: 8.I.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Uchenna Udemezue
Engineering & Transportation Director

FINANCE REVIEW: Carla Rodriguez
Deputy Finance Director

TITLE: Staff Report for a Resolution Authorizing the City Manager to Execute Program Supplemental Agreement No. 020-N1 to Federal Aid Agreement 04-5041R with the California State Department of Transportation (Caltrans) for Funding Construction Activities Related to the Maintenance of Bridge 33C0134 that Carries Monarch Bay Drive over Alameda County Flood Control Canal A of Zone 2

RECOMMENDATIONS

Staff recommends that the City Council approve a resolution that approves the supplemental agreement and authorizes the City Manager to execute the same.

BACKGROUND

The City of San Leandro frequently receives federal grants for transportation projects. These grants are administered by Caltrans in accordance with an agreement between the City and Caltrans known as Federal Aid Agreement 04-5041R. Every federal grant is accompanied by a program supplemental agreement that sets forth the conditions of the grant and the responsibilities of the City should the grant be accepted.

The City received a grant from the Federal Highway Administration, Bridge Preventative Maintenance Program (BPMP), for work on Bridge 33C0134 that carries Monarch Bay Drive over the Alameda County Flood Control canal located immediately south of Marina Park.

Analysis

Bridge 33C0134 is routinely inspected by Caltrans. Recent inspections indicated that preventative maintenance in the form of rip rap repair, concrete soffit repair and deck sealing are needed to extend the life of this bridge.

The City has a capital improvement project for Monarch Bay Drive Bridge Maintenance and Repair that is intended to address Bridge 33C0134.

Program Supplement 020-N1 will allow the City to use grant money for the construction work needed at Bridge 33C0134. The program supplement specifies that the City will follow certain Caltrans procedures during the design, bid and construction of the project and sets timeframes for submitting notifications and invoices. These terms are customary and City staff can comply with these terms.

Current Agency Policies

Maintain and enhance the City's infrastructure.

Previous Actions

On December 5, 2011, by Resolution No. 2011-201, the City Council approved a resolution authorizing the City Manager to execute a program supplemental agreement for the design phase of this project.

Applicable General Plan Policies

16.03 Regularly maintain City streets and traffic control devices to ensure that streets operate safely and efficiently.

Environmental Review

The City has determined that this project is exempt from CEQA per section 15302(c), which authorizes work on existing facilities with no expansion in capacity.

Caltrans has performed an environmental review and found that the project is Categorically Excluded from NEPA.

Summary of Public Outreach Efforts

Signs will be posted at the site approximately two weeks prior to construction.

Fiscal Impacts

The entire Monarch Bay Drive Bridge Maintenance and Repair project will cost \$356,250, funded as follows:

Monarch Bay Drive Bridge 33C0134:	Federal funds	\$315,388
	Local funds	<u>\$ 40,862</u>
	Total	\$356,250

Federal funds were appropriated from the City's Grant funds in account 150-38-324. Local funds were appropriated from the City's Measure B Streets & Roads funds in account 144-38-324 as part of the fiscal year 2011-12 budget. No further appropriation is required.

PREPARED BY: Nick Thom, Senior Engineer, Engineering and Transportation Department



City of San Leandro

Meeting Date: October 7, 2013

Resolution - Council

File Number: 13-484

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Uchenna Udemezue
Engineering & Transportation Director

FINANCE REVIEW: Carla Rodriguez
Deputy Finance Director

TITLE: ADOPT: Resolution Authorizing the City Manager to Execute Program Supplemental Agreement No. 020-N1 to Federal Aid Agreement 04-5041R with the Department of Transportation of the State of California (Caltrans) for Funding Construction Activities Related to the Maintenance of Bridge 33C0134 that Carries Monarch Bay Drive over Alameda County Flood Control Canal A of Zone 2 (accepts \$315,388 in federal grant funds for the Monarch Bay Drive Bridge Maintenance and Repair Project)

WHEREAS, Program Supplemental Agreement 020-N1 between the City of San Leandro and the Department of Transportation of the State of California has been presented to this City Council; and

WHEREAS, Supplemental Agreement 020-N1 is to be incorporated into Master Federal Aid Agreement 04-5041R; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager has recommended approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said agreement in the form presented is hereby approved and execution by the City Manager is hereby authorized; and
2. That an original executed agreement shall be attached to and made a part of this resolution.

PROGRAM SUPPLEMENT NO. N020 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 04-5041R

Adv Project ID **Date:** August 12, 2013
0400020983 **Location:** 04-ALA-0-SLN
 Project Number: BPMP-5041(039)
 E.A. Number: 04-985844
 Locode: 5041

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/22/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Monarch Bay Dr over Alameda Co Flood Control Canal

TYPE OF WORK: Bridge Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
			LOCAL		OTHER
\$356,250.00	M240	\$271,123.00			
	Q120	\$44,265.00	\$40,862.00		\$0.00

CITY OF SAN LEANDRO

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  **Date** 8/12/13' \$315,388.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 8/12/2013	PROJECT NUMBER: 0400020983
	REQUISITION NUMBER / CONTRACT NUMBER: CT-2660-045041020N	

FROM: **DEPARTMENT OF TRANSPORTATION**

SUBJECT: **ENCUMBRANCE DOCUMENTS**

VENDOR / CONTRACTOR:
City of San Leandro

CONTRACT AMOUNT:
\$315,388.00

↑
LOCAL ASSISTANCE

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
712	2010	2660-102-890	2010-2011	2030010/300	2240/0600	\$44,265.00
21	2012	2660-102-890	2012-2013	2030010/300	2240/0600	\$271,123.00

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.