



# City of San Leandro

Meeting Date: June 19, 2017

## Staff Report

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**File Number:** 17-292

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:** 8.F.

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Keith Cooke  
Engineering & Transportation Director

**FINANCE REVIEW:** David Baum  
Finance Director

**TITLE:** Staff Report for a Resolution Authorizing the City Manager to Execute the Program Supplement Agreement, No. N023 Rev. 1 to Administering Agency-State Agreement for Federal-Aid Project No. 04-5041R to Provide \$399,300 in Grant Funds for the Construction Phase of the Bancroft Avenue and Sybil Avenue Intersection Improvements

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### RECOMMENDATIONS

Staff recommends approval of a resolution authorizing the City Manager to execute the Program Supplement Agreement that provides federal grant funding of \$399,300 and obligates the City to provide matching funds of \$55,287 for the construction phase and to complete the Bancroft Avenue and Sybil Avenue Intersection Improvements.

### BACKGROUND

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), which was signed into law on August 10, 2005, established the Highway Safety Improvement Program (HSIP) as a core Federal-aid program. The overall purpose of this Program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements.

In 2013, the City of San Leandro was awarded \$448,800 from the 2011-12 cycle of HSIP to upgrade the traffic signal and improve the traffic safety at the intersection of Bancroft Avenue and Sybil Avenue.

The intersection ranks high on the City's High Collision Intersections list, which is regularly monitored and updated by City staff. City staff tried several low cost alternatives to improve the intersection's safety, but the results have shown that additional work is necessary. Staff believes that signal modifications are the most effective and efficient way of improving safety at this intersection.

To reduce left-turn related collisions at the intersection of Bancroft Avenue to Sybil Avenue, and to make it easier for residents to enter the neighborhood, this project will improve the traffic signals by including a left turn dedicated signal and update the equipment to current standards. The improved signal will include new video detection system to better regulate traffic flows and Accessible Pedestrian Signals (APS) to help visually impaired individuals safely cross the street. The project will also include upgrading the curb ramps to meet current Americans with Disabilities Act (ADA) standards. A vital component of the pedestrian travel way, curb ramps provide access between sidewalks and street crossings to wheelchair users and others regardless of physical ability.

### **Analysis**

The State of California Department of Transportation (Caltrans), through the HSIP, approved \$448,800 in federal funding for the design and construction of the Bancroft Avenue and Sybil Avenue Intersection Improvements. The City must commit to provide \$55,287 in matching funds and assure project completion.

Upon the City Council's authorization to the City Manager to execute the Program Supplement Agreement No. 023 Rev. 1 to the Master Agreement with Caltrans, Caltrans will make the funds available for the construction phase of the project. The total cost of this project is estimated to be \$533,500.00. The HSIP grant provides \$448,800.00 (\$49,500 for design phase and \$399,300 for construction phase), and the City is required to provide the balance of \$55,287 in matching funds plus non-participating funds in the amount of \$29,413.

### **Current Agency Policies**

- Maintain and enhance San Leandro's infrastructure

### **Applicable General Plan Policies**

- **Transportation Goal T-2** Design and operate streets to be safe, attractive, and accessible for all transportation users whether they are pedestrians, bicyclist, transit riders or motorists, regardless of age or ability.
- **Transportation Goal T-3** Promote and accommodate alternative, environmentally-friendly methods of transportation, such as walking and bicycling.
- **Transportation Goal T-5** Improve major transportation arteries for circulation in and around the city.
- **Transportation Goal T-7** Improve traffic safety and reduce the potential for collisions on San Leandro streets.

### **Previous Actions**

- On November 18, 2013, by Resolution No. 2013-146, the City Council authorized the City Manager to execute a Program Supplemental Agreement for the design phase of the Bancroft Sybil Intersection Improvements
- On February 5, 2007, by Resolution No. 2007-005, the City Council approved the Administering Agency-State Master Agreement for Federal-Aid Projects

**Environmental Review**

Staff finds this project is Categorical Exempt under 15303(c) of the California Environmental Quality Act (CEQA). The Notice of Exemption was filed with the Alameda County Recorder on May 29, 2015.

This project is a Categorical Exclusion under Section 23 CFR 771.117(d) of the National Environmental Policy Act (NEPA).

**Summary of Public Outreach Efforts**

- City staff discussed the project from concept through design at the Bicycle and Pedestrian Advisory Committee (BPAC) meetings on June 14, 2011; November 14, 2012; November 13, 2013; April 29, 2014; November 17, 2015; April 27, 2016; and November 9, 2016.
- The project is described on the Engineering and Transportation Department website.

**Fiscal Impacts**

Total estimated cost for this project is \$533,500, of which \$448,800 is Federal HSIP funds. The City will provide matching funds in the amount of \$55,287 plus non-participating funds in the amount of \$29,413.

**Budget Authority**

The following accounts will be used for this project:

<u>Account No.</u>	<u>Source</u>	<u>Appropriation Year</u>	<u>Appropriation Amount</u>
120-38-348	DFSI Fund	FY 12-13	\$ 68,960.00
144-36-348	Measure B/ACTIA Fund	FY 12-13	\$ 17,500.00
150-38-348	Special Grants Fund, Bancroft-Sybil	FY 12-13	\$448,800.00
		<b>Total</b>	<b>\$535,260.00</b>

**Attachment to Related Legislative File**

- Attached to Resolution:
  - Program Supplemental Agreement No. N023 Rev. 1

**PREPARED BY:** John O’Driscoll, Associate Engineer,  
Engineering and Transportation Department



# City of San Leandro

Meeting Date: June 19, 2017

## Resolution - Council

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**File Number:** 17-293

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:**

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Keith Cooke  
Engineering & Transportation Director

**FINANCE REVIEW:** David Baum  
Finance Director

**TITLE:** RESOLUTION Authorizing the City Manager to Execute a Program Supplement Agreement No. N023 Rev. 1 to Administering Agency-State Agreement for Federal-Aid Project No. 04-5041R to Provide \$399,300 in Grant Funds for the Construction Phase of the Bancroft Avenue and Sybil Avenue Intersection Improvements (provides for \$399,300 of federal funding for intersection improvements at Bancroft Avenue and Sybil Avenue)

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WHEREAS, an Administering Agency-State Agreement for Federal Aid was entered into between the City of San Leandro and the State on February 22, 2007; and

WHEREAS, the City was awarded a \$448,800 Highway Safety Improvement Program Grant and must execute a Program Supplement Agreement to receive the funds; and

WHEREAS, the City must provide matching funds in the amount of \$55,287, plus non-participating funds in the amount of \$29,413 and guarantee the completion of the project; and

WHEREAS, Program Supplement No. N023 Rev. 1 to Administering Agency-State Agreement for Federal-Aid Projects No. 04-5041R between the City of San Leandro and the State of California was presented to this City Council; and

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

WHEREAS, the City Manager recommends approval of said agreement.

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

1. That said Program Supplement No. N023 Rev. 1 to Administering Agency-State Agreement for Federal-Aid Projects No. 04-5041R substantially in the form presented is hereby approved and execution by the City Manager is hereby authorized; and

2. That the City Manager is authorized to make non-substantial revisions to said agreement, subject to the approval of the City Attorney; and
3. That an original executed agreement shall be attached to and made a part of this resolution.

**PROGRAM SUPPLEMENT NO. N023 Rev. 1**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 04-5041R**

**Adv Project ID**                    **Date:** February 1, 2017  
0413000196                    **Location:** 04-ALA-0-SLN  
**Project Number:** HSIPL-5041(042)  
**E.A. Number:**  
**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:**

Bancroft Ave./Sybil Ave.

**TYPE OF WORK:** Upgrade traffic signals; install protected left-turn phasing; construct sidewalks, curb ramps, C&G                    **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	MS30	ZS30	LOCAL	OTHER
\$504,087.00	\$49,500.00	\$399,300.00	\$55,287.00	\$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** 2/2/17                    \$448,800.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	2/1/2017	PROJECT NUMBER: 0413000196
REQUISITION NUMBER / CONTRACT NUMBER: CT 045041023N		

**Department of Transportation**

SUBJECT:

**Encumbrance Document**

VENDOR / LOCAL AGENCY:

**CITY OF SAN LEANDRO**

CONTRACT AMOUNT:

**\$448,800.00**

3

**Local Assistance**

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
21	2012	2660-102-0890	2013	2030010/550	2620/0420	\$49,500.00
23	2016	2660-102-0890	2017	2030010/550	2620/0420	\$399,300.00

**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. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
- B. 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).
- C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
- D. 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. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. 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 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.

F. 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-



**SPECIAL COVENANTS OR REMARKS**

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.).

G. 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.

H. 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 Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.