



Agenda Date: 04/14/2015

Agenda Item: 3.5

STAFF REPORT

Date: Tuesday, April 14, 2015
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

SUBJECT: CIP Project No. 163 – West Cypress Road, Big Break Road, and Rose Avenue Pavement Rehabilitation Project, Federal Aid Project No. RSTPL 5477 (006) - Adopt Resolution authorizing the City Manager to execute the program supplement agreement under the master agreement with the State of California Department of Transportation

Background and Analysis

The State of California Department of Transportation (Caltrans) processes and administers Federal and State grants to municipalities. Prior to the use of such grants, Caltrans requires municipalities to execute agreements with the State for the purpose of these grants.

The City has utilized State and Federal grants such as: Regional Surface Transportation Program (RSTP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Safe Route to School (SR2S) in the past, and the above referenced Caltrans agreements are very standard on these grant funded projects.

With each grant funded project, a Program Supplement Agreement specific to the project is required to engage the terms of the Master Agreement between the City of Oakley and the State of California that has been in effect for many years.

The release of State and Federal funds can only take place upon signing of the Program Supplement Agreement by an authorized official. The authorized official and the project must be clearly identified in the resolution approved by the City Council as required by Caltrans.

Funds will be released to municipalities after the official resolution is presented to Caltrans. This can be done for the: CIP 163 - West Cypress Road, Big Break Road, and Rose Avenue Pavement Rehabilitation Project, Federal Aid Project No. RSTPL 5477 (006).

This resurfacing project completes the street repairs on West Cypress Road, Big Break Road, and Rose Avenue and finishes the project with the addition of a new asphalt overlay.

Fiscal Impact

The City was awarded a \$1,031,000 grant for this project from Caltrans. The adoption of this resolution will authorize the acceptance of this grant funding.

Staff Recommendation

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Program Supplement Agreement with the State of California Department of Transportation.

Attachments

- 1) Resolution
- 2) Program Supplemental Agreement

Distribution

Winton Emmett, Chief
Office of Project Implementation
Division of Local Assistance
P.O.Box 942874, MS #1
Sacramento, CA 94274

RESOLUTION NO. __-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT
AGREEMENT UNDER THE MASTER AGREEMENT WITH THE STATE OF
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR CIP PROJECT NO. 163 –
WEST CYPRESS ROAD, BIG BREAK ROAD, AND ROSE AVENUE PAVEMENT
REHABILITATION PROJECT, FEDERAL AID PROJECT NO. RSTPL 5477 (006)**

WHEREAS, the City of Oakley is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and /or Fund Transfer Agreements need to be executed with the State of California Department of Transportation before such funds can be claimed; and

WHEREAS, the City of Oakley wishes to delegate authorization to execute this program supplement agreement and any amendment thereto to Bryan Montgomery, City Manager; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that Bryan Montgomery is authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 14th of April, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Doug Hardcastle, Mayor

ATTEST:

Libby Vreonis, City Clerk

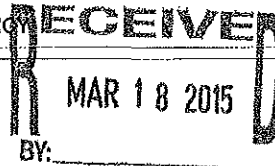
Date

STATE OF CALIFORNIA - CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
 1120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY 711
 (916) 654-3883
 Fax (916) 654-2408



March 16, 2015

File : 04-CC-0-OKLY

STPL-5477(006)

Big Break Rd from Main St to
 Vintage Pkwy; W.Cypress Rd from
 Empire Rd to Rose Ave; Rose Ave fi

Mr. Kevin Rohani, P.E.
 Director of Public Works / City Engineer
 City of Oakley
 3213 Main Street
 Oakley, CA 94561

Dear Mr. Rohani, P.E.:

Enclosed are two originals of the Program Supplement Agreement No. 004-N to Administering Agency-State Agreement No. 04-5477R.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT.** A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in cursive script, appearing to read "Winton Emmett".

WINTON EMMETT, Chief
 Office of Project Implementation - North
 Division of Local Assistance

Enclosure

c: DLA AE Project Files
 (04) DLAE - Sylvia Fung

PROGRAM SUPPLEMENT NO. N004
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 04-5477R

Adv Project ID **Date:** March 10, 2015
0415000050 **Location:** 04-CC-0-OKLY
Project Number: STPL-5477(006)
E.A. Number:
Locode: 5477

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 08/05/09 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:

Big Break Rd from Main St to Vintage Pkwy; W.Cypress Rd from Empire Rd to Rose Ave; Rose Ave from Laurel Rd to Main St.

TYPE OF WORK: Road Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M23E		LOCAL	OTHER
\$1,415,723.00	\$1,031,000.00		\$384,723.00	\$0.00

CITY OF OAKLEY

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

3/11/15

\$1,031,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

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. 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.

D. 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.

E. 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

SPECIAL COVENANTS OR REMARKS

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.).

F. 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.

G. 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.