



MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA MCCLISH, ^{TMC} COMMUNITY DEVELOPMENT DIRECTOR

BY: JILL MCPEEK, SENIOR CONSULTANT ENGINEER

SUBJECT: CONSIDERATION OF A BUDGET AMENDMENT; PROGRAM SUPPLEMENT AGREEMENT NO. N013 TO ADMINISTER AGENCY-STATE AGREEMENT NO. 05-5199R; AND AUTHORIZATION TO DISTRIBUTE REQUESTS FOR PROPOSALS FOR ENGINEERING/ BRIDGE DESIGN AND ENVIRONMENTAL SERVICES FOR THE BRIDGE STREET BRIDGE PROJECT

DATE: AUGUST 9, 2011

RECOMMENDATION:

It is recommended the City Council:

1. approve a budget amendment to include \$75,000 of Local Highway Bridge Program (HBP) funds in the FY 2011-12 capital improvement program budget for preliminary engineering work on the Bridge Street Bridge project;
2. adopt a Resolution authorizing the Mayor to execute Program Supplement Agreement No. N013 to Administer Agency-State Agreement No. 05-5199R for the Bridge Street Bridge project; and
3. direct staff to prepare and distribute requests for proposals for consultant services to provide engineering bridge design and environmental services.

FINANCIAL IMPACT:

The City was successful in securing \$75,000 of Local Highway Bridge Program (HBP) funds for preliminary engineering work on the Bridge Street Bridge project (no local match required). Execution of the supplemental agreement enables the City to begin invoicing for reimbursement of work performed.

BACKGROUND:

Due to various deficiencies, the Bridge Street Bridge is restricted to a 3-ton maximum load limit. Rehabilitation or replacement may both be feasible options to bring the bridge up to standard loading conditions.

In 2005, a Preliminary Engineering Study (PES) was prepared that presents a preliminary set of solution alternatives and associated costs for rehabilitating or replacing the Bridge Street bridge. However, further project development was halted

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due to the required local match funds under the regular Local Highway Bridge Program (HBP).

In July 2010, the City was made aware of an opportunity to receive 100% Federal funding through the use of toll credits for bridges off the federal-aid system. The Bridge Street Bridge fit that category. Application was made by the City in August 2010, and the Bridge Street Bridge project is currently programmed for 100% funding for both Preliminary Engineering (\$75,000) and Construction (\$2,975,800). Preliminary Engineering work includes environmental studies, NEPA approval, final design, and other related work, including the cost of advertising leading to physical construction of a project. Construction work includes the actual cost to construct the project itself, construction engineering, and administrative settlement of cost for contract claims.

The City and Caltrans staff met on July 12, 2011 to review the alternatives contained in the PES. In reviewing the alternatives and the anticipated environmental processes at this meeting, it was suggested that \$75,000 for Preliminary Engineering would not be enough to take the City through to construction. It was suggested the City use the current \$75,000 of Preliminary Engineering funds to secure a consultant team that would provide, but not be limited to, the following services:

- refinement of feasible alternatives;
- visual displays of the alternatives for public review and input;
- environmental studies; and
- preparation of plans, specifications and estimates of the preferred alternative.

Once the City has secured a consultant team and the fees are determined, the City will then request a Preliminary Engineering fund increase. Caltrans has indicated that at this time, the additional Preliminary Engineering funds, as well as Construction funds, should still be at 100% funding.

In order for a local agency to expend funds through the Highway Bridge Program, it must enter into a general Master Agreement with the State. The Master Agreement contains general provisions and identifies responsibilities of each agency for any State/Federally funded project. Once a Master Agreement is in place, the City and the State can enter into a Program Supplemental Agreement, which is a project-specific agreement that is incorporated in the Master Agreement. The City entered into the Master Agreement on November 13, 2008.

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ANALYSIS OF ISSUES:

The Preliminary Engineering Study (PES) identifies the following preliminary alternatives for bringing the Bridge Street Bridge up to standard loading:

- 3A. Do nothing.
- 3B. Upgrade the deck.
- 3C. Leave the existing geometrics and upgrade the bridge for pedestrian & bicycle use only without seismic.
- 3D. Leave the existing geometrics and upgrade the bridge to meet H15 and seismic/lateral loads.
- 3E. Upgrade the existing bridge to meet H15 & seismic/lateral loads and widen to the outside to meet current geometric standards.
- 3F-1. Replace the bridge and build to standard geometrics without historic features.
- 3F-2. Replace the bridge and build to standard geometrics with historic features.
- 3F-3. Replace the bridge with a reduced width; hang the pony trusses off the side of the bridge and install a wooden walkway and rail full length both sides.

Because there are various alternatives identified to bring the bridge up to standard loading conditions, the desire for public input and review, and the environmental process required due to the bridge's historic significance and creek crossing, a consultant team that specializes in this type of work is recommended to perform these tasks. Maintaining the bridge's historic appearance and features has been identified as an important goal by staff.

The procurement of the consultant team will be performed in accordance with federal-aid funding requirements. This will require the City to award any engineering and design contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications.

Caltrans has authorized the City to expend \$75,000 for Preliminary Engineering for the Bridge Street Bridge project which includes the costs in securing a consultant team. But before the City can begin invoicing for reimbursement of the work performed, a supplemental agreement must be executed. A resolution must be adopted by the City Council that clearly identifies the official authorized to execute the Program Supplemental Agreement No. N013.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

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- Approve staff's recommendations to amend the CIP budget, approve Program Supplement Agreement No. 013, and authorize staff to distribute RFPs to qualified consultants;
- Do not approve staff's recommendations to amend the CIP budget, approve Program Supplement Agreement No. 013, and authorize staff to distribute RFPs to qualified consultants;
- Approve staff's recommendations to amend the CIP budget and approve Program Supplement Agreement No. 013, but do not authorize staff to distribute RFPs to qualified consultants; or
- Provide direction to staff.

ADVANTAGES:

Amending the CIP budget and approving the Program Supplement Agreement will allow the City to request 100% reimbursement for Preliminary Engineering expenditures on the Bridge Street Bridge project. Procuring a consultant team that specializes in this type of historic bridge work will ensure the project progresses through the development process smoothly and thoroughly. Bringing the Bridge Street Bridge up to standard loading conditions will remove the 3-ton maximum load limit and would allow delivery and fire trucks to utilize Bridge Street as a route.

DISADVANTAGES:

The Bridge Street Bridge project will require some time and effort of existing City staff. If Preliminary Engineering work is not completed in a timely manner, it is possible that 100% funding for construction may not be available due to other projects in the State completing theirs first. Construction activity will be disruptive to the Village.

ENVIRONMENTAL REVIEW:

The Preliminary Engineering work being requested in this staff report includes environmental studies and National Environmental Policy Act (NEPA) approval with Caltrans as the lead agency. The City will be the lead agency for California Environmental Quality Act (CEQA) approval and an environment determination will be presented to Council at the time of the selection of the preferred alternative.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted in front of City Hall on Thursday, August 4, 2011. The Agenda and staff report were posted on the City's website on Friday, August 5, 2011. No public comments were received.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING PROGRAM SUPPLEMENT NO. N013 TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 05-5199R FOR THE BRIDGE STREET BRIDGE PROJECT

WHEREAS, the City and the State have entered into Administering Agency-State Agreement for Federal Aid Funded Projects No. 05-5199R; and

WHEREAS, Program Supplement No. N013 to the Administering Agency-State Agreement for Federal Aid Funded Project No. 05-5199R designates the State and/or Federal funds requested for the Bridge Street Bridge Project; and

WHEREAS, the City of Arroyo Grande is eligible to receive State and/or Federal funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Arroyo Grande hereby:

1. Approves Exhibit A attached, entitled "Program Supplement Agreement No. N013, to Administering Agency-State Agreement for Federal-Aid Projects No. 05-5199R".
2. Appoints the Mayor as the official representative authorized to sign the Program Supplement Agreement.

On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:

the foregoing Resolution was passed and adopted this _____ day of August, 2011.

**RESOLUTION NO.
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TONY FERRARA, MAYOR

ATTEST:

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

STEVEN ADAMS, CITY MANAGER

APPROVED AS TO FORM:

TIMOTHY J. CARMEL, CITY ATTORNEY

PROGRAM SUPPLEMENT NO. N013
 to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 05-5199R

Date: May 6, 2011
Location: 05-SLO-0-ARGD
Project Number: BRLO-5199(027)
E.A. Number: 05-930321
Locode: 5199

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 11/13/08 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:

Bridge Street Bridge at Arroyo Grande Creek (Br. No. 49C-0196) - Upgrade or Replace existing bridge while retaining historic features of bridge - using Toll Credits

TYPE OF WORK: Upgrade existing bridge or replace with new bridge - Historic Bridge **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	L11E	\$75,000.00	LOCAL		OTHER
\$75,000.00			\$0.00		\$0.00

CITY OF ARROYO GRANDE

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

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 Rosa Stone Date 5/9/11 \$75,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. 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).
3. 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.

4. 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.).
5. As a condition for receiving federal-aid highway funds for the PROJECT, the

SPECIAL COVENANTS OR REMARKS

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).

6. 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.

7. 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.

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: 11-Apr-11	PROJECT NUMBER: 0500020345
REQUISITION NUMBER / CONTRACT NUMBER: 05000000469		

FROM:
 Department of Transportation

SUBJECT:
 Encumbrance Document

VENDOR / LOCAL AGENCY:
 CITY OF ARROYO GRANDE

CONTRACT AMOUNT:
 \$75,000.00

PROCUREMENT TYPE:
 Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
712	2010	2660-102-890	2011	2030010/300	2620/0420	\$75,000.00

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