

TOWN OF SAN ANSELMO

STAFF REPORT

May 23, 2013

For the meeting of May 28, 2013

TO: Town Council
FROM: Sean Condry, P.E., Public Works Director
SUBJECT: Bridge Replacement Projects

RECOMMENDATION:

That Town Council approves a resolution authorizing the Town Manager or Public Works Director to execute agreements with the California Department of Transportation (Caltrans) for Project Numbers BRLS-5159(017), BRLS-5159(018), and BRLS-5159(019) for replacing Nokomis, Madrone, and Center Bridges.

BACKGROUND AND DISCUSSION:

The Town of San Anselmo applied for bridge replacement funds from Caltrans in 2011 to replace Nokomis, Madrone, and Center Blvd. Bridges. According to a Caltrans rating system, all three bridges are eligible for bridge replacement funds because they are either structurally deficient or functionally obsolete. In addition, the Ross Valley Flood Control Program identifies all three bridges as needing replacement because they restrict the flow of water.

The Nokomis Bridge is eligible to receive 100% funding from Caltrans because it is considered a local bridge while the other two are eligible to receive only 88.5% funding from Caltrans. In addition, due to the bridges' impact on flooding in the Town of San Anselmo the County will contribute a portion of the Town's local match. Listed below are Caltrans bridge replacement funds applied for and those approved or pending approval:

Bridge	Total Cost	FED Contribution	Local Match	Approved \$ *P&E	Local P&E \$ Match
Nokomis	\$2,396,200	\$2,396,200	\$0	\$670,000	\$0
Madrone	\$2,415,400	\$2,137,629	\$277,771	\$587,839	\$76,161
Center/Sycamore	\$5,817,000	\$5,149,790	\$667,210	\$123,942 (pending)	\$16,058 (concept \$)
Total	\$10,628,600	\$9,683,619	\$944,981	\$1,381,781	\$92,219

*P&E-Plans, specifications, and engineering phase of total project

The attached resolution identifying the projects and the official(s) authorized to execute agreements for these funds is required by Caltrans or funds will be disencumbered and/or deobligated by July 2, 2013. The Town does not become obligated to match funds until funds are actually spent. Currently we have a draft Request for Proposal (RFP) prepared and ready to send out to engineering firms to begin drafting the plans, specifications, and engineering for all three bridges (P&E).

In addition, we are looking at including the Winship Bridge in the Town of Ross to our RFP as part of cost and sharing services. The current shared service under consideration will only be for P&E at this stage.

FISCAL IMPACT

From design to construction, the bridge projects may take 4-10 years. Therefore, finance of the bridges local match can be spread out over time but this will have to be accounted for in our annual capital improvement budget. Based on the current local match, the Town of San Anselmo would have to allocate funds in the 2013/14 to the 2014/15 fiscal years in the amount of \$92,219.

County flood control will contribute a portion of the bridge replacement local match funds. As the projects progress, the Town of San Anselmo will be required to fund the remaining local match of \$852,762 from either local funds and/or County Flood Control. In addition, it may be necessary to borrow funds from the County to help defer costs to the Town over time.

The bridge replacement projects will be funded from Caltrans Bridge Replacement Funds, the Road Maintenance Fund and/or County Flood Control.

Respectfully submitted,



Sean Condry, P.E.
Public Works Director

Attachments: Attachment 1 Resolution
Attachment 2 Caltrans Contract (Madrone Bridge Only)

RESOLUTION NO. ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO
AUTHORIZING THE TOWN MANAGER OR THE PUBLIC WORKS DIRECTOR TO
EXECUTE BRIDGE REPLACEMENT PROJECTS WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR PROJECT NUMBERS BRLS-5159(017),
BRLS-5159(018), and BRLS-5159(019) IN THE TOWN OF SAN ANSELMO.**

WHEREAS, the bridges are structurally deficient and/or functionally obsolete and, therefore, need replacement;

WHEREAS, the Town of San Anselmo is dedicated to a complete streets policy incorporating all modes of transportation in the Town of San Anselmo;

WHEREAS, the Town Council of the Town of San Anselmo considers flood control to be of the highest priority;

WHEREAS, the Town Council of the Town of San Anselmo considers infrastructure improvements to be of the highest priority; and

WHEREAS, grants and financial assistance are needed in order to make sidewalk and other improvements to roadways and bridges used by pedestrians, bicyclists, and motorists,

NOW, THEREFORE, BE IT RESOLVED, that the Town Manager or the Public Works Director is authorized to execute agreements for Bridge Replacement Project Numbers BRLS-5159(017), BRLS-5159(018), and BRLS-5159(019) for the following projects:

1. Nokomis Bridge Replacement;
2. Madrone Bridge Replacement; and
3. Center/Sycamore Bridge Replacement.

The foregoing Resolution was adopted at the regular meeting of the San Anselmo Town Council held on May 28, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Kay Coleman, Mayor

Attest:

Town Clerk

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



April 25, 2013

File : 04-MRN-0-SLMO

BRLS-5159(018)

Madrone Ave Bridge over San
Anselmo Creek in the Town of San
Anselmo

Mr. Stephen Myrter
Director of Public Works
City of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960-2682

RECEIVED
MAY - 2 2013
TOWN OF SAN ANSELMO
PLANNING BLDG. PUBLICWORKS

Dear Mr. Myrter:

Enclosed are two originals of the Program Supplement Agreement No. 010-N to Administering Agency-State Agreement No. 04-5159R.

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 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 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 black ink, appearing to read "Jesse Bhullar".

FOR JESSE BHULLAR, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

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

PROGRAM SUPPLEMENT NO. N010
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 04-5159R

Adv Project ID **Date:** April 16, 2013
0412000654 **Location:** 04-MRN-0-SLMO
 Project Number: BRLS-5159(018)
 E.A. Number:
 Locode: 5159

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 11/05/07 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:

Madrone Ave Bridge over San Anselmo Creek in the Town of San Anselmo

TYPE OF WORK: Bridge Replacement

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M240		LOCAL	OTHER
\$664,000.00	\$587,839.00		\$76,161.00	\$0.00

CITY OF SAN ANSELMO

STATE OF CALIFORNIA
Department of Transportation

By *Sen Cond*
Title PUBLIC WORKS DIRECTOR
Date 5/6/13
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 *[Signature]* Date 4/17/13 \$587,839.00

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	DATE PREPARED: 4/16/2013	PROJECT NUMBER: 412000654
REQUISITION NUMBER / CONTRACT NUMBER: RQS-2660-04130000914		

FROM: **Department of Transportation**

SUBJECT: **Encumbrance Document**

VENDOR / LOCAL AGENCY:
City of San Anselmo

CONTRACT AMOUNT:
\$587,839.00

PROCUREMENT TYPE:
Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
21	2012	2660-102-0890	2013	20.30.010.300	2240/0600	\$587,839.00

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.