



**RESOURCE  
MANAGEMENT AGENCY  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

ALLEN ISHIDA  
District One  
PETE VANDER POEL  
District Two  
PHILLIP A. COX  
District Three  
J. STEVEN WORTHLEY  
District Four  
MIKE ENNIS  
District Five

**AGENDA DATE:** September 24, 2013

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

**SUBJECT:** Approve Program Supplement Agreement No. N073 with the State of California Department of Transportation for the Bridge Preventive Maintenance Program

**REQUEST(S):**  
That the Board of Supervisors:

1. Approve Program Supplement Agreement No. N073 in the amount of \$138,992 with the California Department of Transportation for a period of 5 years for development of the Bridge Preventive Maintenance Program; and
2. Authorize the Chairman of the Board of Supervisors to sign Program Supplement Agreement No. N073 on behalf of the County of Tulare.

**SUMMARY:**  
Tulare County recently received (July 2013) federal authorization to proceed with development of a "Bridge Preventive Maintenance Program," in accordance with the "Bridge Preventive Maintenance Program Guidelines for Local Agencies" issued by the California Department of Transportation (Caltrans) in February of 2006. The County of Tulare is currently responsible for the maintenance of 354 bridges, of which 40 of the bridges currently qualify for replacement or rehabilitation funding through the Federal Highway Bridge Program. The remaining 314 bridges are to be included in the "Bridge Preventive Maintenance Program." The purpose of the program is to extend the service life of these bridges that are considered to be in generally good condition, by implementing preventive maintenance measures, such as protective deck treatments, that will extend the service life of the bridge before a major, and costly, rehabilitation or repair is required.

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**DATE:** September 24, 2013

The first step in the program is to establish a priority list that includes the scope of work, cost and schedule to implement the preventive maintenance work for each of the bridges. In order to establish the priority list, County staff will review the bridge inspection reports prepared by Caltrans for each of the bridges and perform a field review/site visit to identify the maintenance measures required for each bridge. The results of the review will be documented in the form of a spreadsheet, that will prioritize the bridges based on criteria provided in the "Bridge Preventive Maintenance Program Guidelines for Local Agencies" issued by Caltrans. The spreadsheet will also describe the scope of work (i.e. deck treatment, scour counter measures, joint seal replacement, etc.), cost estimate, and schedule for implementation for each bridge. County staff has estimated that it can prepare the priority list and establish the program for a cost of \$500 per bridge, or \$157,000 total. The Highway Bridge Program (HBP) will fund this work at a reimbursement ratio of 88.53%, in the amount \$138,992. The remaining 11.47% local match is to be funded by Measure R funds in the amount of \$18,008.

Once the program is established, County staff estimates that it will cost about \$30 million to design and construct the preventive maintenance measures for the approximately 300 bridges that will be in the program, over the course of about 10 years, for a cost of approximately \$3 million per year. Federal funds from the Highway Bridge Program will be used to fund the implementation of the program (design and construction phases), and Measure R will fund the 11.47% required local match. The local match will amount to approximately \$3.44 million total, or approximately \$344,000 per year after the priority list is established as discussed above.

On October 15, 2012, the Tulare County Transportation Authority approved Amendment No. 4 to the 2012 Measure R Strategic Work Plan, authorizing \$19,000 of Measure R funds to the "Bridge Preventive Maintenance Program" and \$344,000 per year for ten years (\$3.4 million) to the implementation of the Bridge Preventive Maintenance Program. County staff anticipates that with this amount of funding, preventive maintenance measures will be implemented on 25 to 35 bridges per year.

The Federal Highway Administration has delegated authority for administering the HBP funds in California to Caltrans. Once this agreement is executed by the County and Caltrans, the County can begin requesting reimbursement for the Project's "preliminary engineering" (PE) costs.

**FISCAL IMPACT/FINANCING:**

There is no net cost to the County General Fund.

Federal Highway Bridge Program funds in the amount of \$138,992 and Measure R funds in the amount of \$18,008 will be used for the development of the "Bridge Preventive Maintenance Program." The Measure R funds will cover the 11.47% non-federal local match required to be eligible for the federal funds.





# ATTACHMENT A

Program Supplement Agreement No. N073

**PROGRAM SUPPLEMENT NO. N073**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 06-5946R**

**Adv Project ID**                      **Date:** August 1, 2013  
0613000202                      **Location:** 06-TUL-0-CR  
**Project Number:** BPMP-5946(136)  
**E.A. Number:**  
**Locode:** 5946

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 01/19/07 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:**

Citywide Bridge Preventative Maintenance Program, Bridge No. PM00071

**TYPE OF WORK:** Developing a BPMP Plan

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M240	\$	LOCAL	OTHER
\$157,000.00		\$138,992.00	\$18,008.00	\$0.00


**COUNTY OF TULARE**

**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 8/2/13                      \$138,992.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

APPROVED AS TO FORM:

COUNTY COUNSEL

BY:  Program Supplement 06-5946R-N073- ISTE A  
9/10/13 DEPUTY 20131491

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

TO: <b>STATE CONTROLLER'S OFFICE</b> Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: <b>8/1/2013</b>	PROJECT NUMBER: <b>0613000202</b>
REQUISITION NUMBER / CONTRACT NUMBER: <b>RQS-2660-061400000054</b>		

FROM: **DEPARTMENT OF TRANSPORTATION**

SUBJECT: **ENCUMBRANCE DOCUMENTS**

VENDOR / CONTRACTOR:  
**COUNTY OF TULARE**

CONTRACT AMOUNT:  
**\$138,992.00**

PROCUREMENT TYPE:  
**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
21	2012	2660-102-0890	2012/13	20.30.010.300	2620/0420	\$138,992.00

## 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.