



**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. N071 with Caltrans for the Transportation Enhancement Project in the Pixley Main Street Business District

REQUEST(S):
That the Board of Supervisors:

1. Approve Program Supplement No. N071 to Administering Agency-State Agreement for Federal-Aid Project No.06-5946R for the Construction Phase of the Pixley Main Street business district Transportation Enhancement Activities in the amount of \$190,000; and
2. Authorize the Chairman of the Board of Supervisors to sign Program Supplement No. N071 on behalf of the County of Tulare.

SUMMARY:
This Program Supplement authorizes \$190,000 of federal funding for the Construction Phase of the Pixley Main Street business district Transportation Enhancement Activities (Project). The funding is provided by Federal Highway Transportation Enhancement Activities (TEA) funding sources with a required local match to be provided by the Measure R Funds budget. This Program Supplement will reimburse the County for performing the construction and construction engineering for this project. Once executed by the County and Caltrans, the County can begin requesting reimbursement for the Project's construction related costs.

The Pixley Main Street business district project constructs landscaped bulb-out islands, curb and gutter, sidewalks and driveways on Main Street between Davis and Court Avenues. Since the Highway 99 southbound off-ramp exits directly onto

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DATE: September 24, 2013

Main Street, the landscaped bulb-outs shall calm the traffic, accentuate the business district and provide safer pedestrian travel ways and crosswalks. The project will add sidewalk to unimproved areas and enhances the streetscape with trees and shrubs. As a condition of the grant for this project, the project utilizes a partnership with Community Services Employment Training organization for the landscaping and the lowest responsive bidder for the construction of the improvements.

On June 25, 2013, the Board awarded a contract to Dawson-Mauldin Construction Inc. to construction the improvements (Tulare County Agreement Number 26147). On July 9, 2013, the Board approved an agreement with the Tulare County Transportation Authority in the amount of \$155,804 for the match funding for the project (Tulare County Agreement Number 26174).

FISCAL IMPACT/FINANCING:

There is no net County cost to the General Fund. The total estimated cost of this project including landscape, construction and construction engineering is \$345,805. The federal Highway Transportation Enhancement Activities (TEA) will fund \$190,000 and the remaining \$155,804 will be funded by Measure R Funds (Tulare County Agreement Number 26174).

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

This Project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the pedestrians using this facility.

ADMINISTRATIVE SIGN-OFF:

Britt L. Fussel Digitally signed by Britt L. Fussel
DN: cn=Britt L. Fussel, o, ou=RWA,
email=bfussel@co.tulare.ca.us, c=US
Date: 2013.09.10 16:42:38 -0700' **9/10/13**

Britt L. Fussel, P.E. Date
Assistant Director—Public Works
County Surveyor

BLF:km:br

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Attachment A – Project Vicinity Map
Attachment B – Program Supplement No. N071

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE)
PROGRAM SUPPLEMENT AGREEMENT) Resolution No. _____
NO. N071 WITH CALTRANS FOR THE) Agreement No. _____
TRANSPORTATION ENHANCEMENT)
PROJECT IN THE PIXLEY MAIN STREET)
BUSINESS DISTRICT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD SEPTEMBER 24, 2013 BY
THE FOLLOWING VOTE:

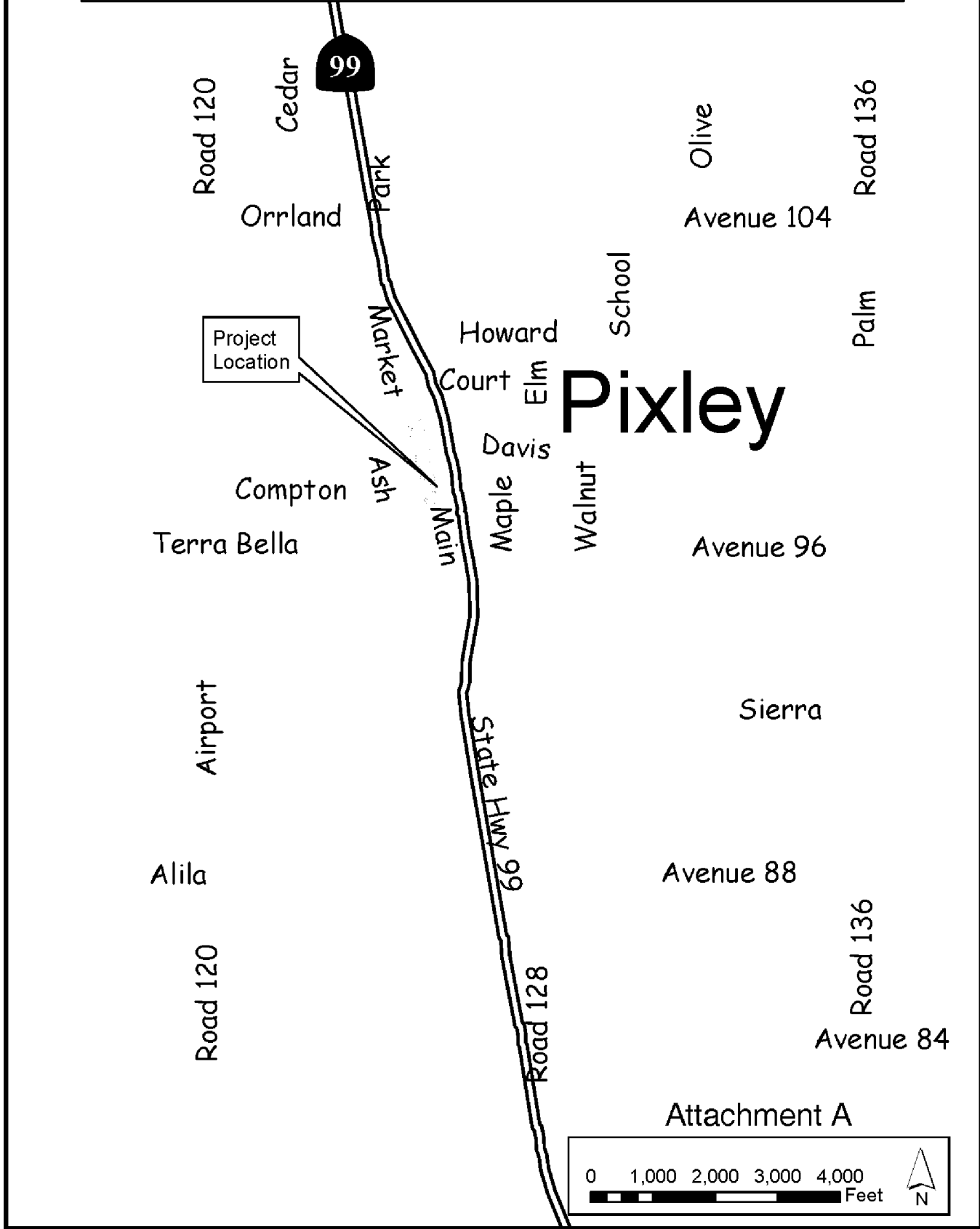
AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

1. Approved Program Supplement No. N071 to Administering Agency-State Agreement for Federal-Aid Project No.06-5946R for the Construction Phase of the Pixley Main Street business district Transportation Enhancement Activities in the amount of \$190,000; and
2. Authorized the Chairman of the Board of Supervisors to sign Program Supplement No. N071 on behalf of the County of Tulare.

Pixley Transportation Enhancement Project



Attachment B

Program Supplement N071

PROGRAM SUPPLEMENT NO. N071
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5946R

Adv Project ID Date: August 2, 2013
0612000146 Location: 06-TUL-0-CR
Project Number: RPSTPLE-5946(129)
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:

Pixley, in the Main Street business district

TYPE OF WORK: Miscellaneous - Other

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L22E		LOCAL	OTHER
\$252,600.00		\$190,000.00	\$62,600.00	\$0.00

COUNTY OF TULARE

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Title _____

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 8/7/13 \$190,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

APPROVED AS TO FORM:

COUNTY COUNSEL

BY: 

9/10/13 DEPUTY 2013490

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive Federal Transportation Enhancement Activities (TEA) fund. The ADMINISTERING AGENCY agrees that any functional or operational change to a TEA PROJECT, before, during or after PROJECT acquisition and/or construction, that does not comply with, or is in conflict with, the TEA program requirements and the original purpose of the project at the time it was programmed may render the PROJECT ineligible for Federal reimbursement and ADMINISTERING AGENCY may be required to reimburse STATE the entire amount of TEA funds contributed to the project or the value of the TEA fund contribution, based upon the fair market value of the acquisition and/or construction, at the time the conflict and/or non-compliance is determined, whichever is greater.
2. The provisions of the Conservation Easement for said land, which relates to changes in land-use, maintenance, transfer of title, etc. are described as "Grant Deed of Conservation Easement," (herein described as Conservation Easement) apply to this project. The section under "Condemnation" of said Conservation Easement pertains to restoration of federal funds in the event the conservation easement is no longer in force.
3. Federal Transportation Enhancement Activities (TEA) funds are being applied toward the acquisition of Real Property for public benefit purposes.
4. Restrictive covenants, for said Real Property, which relate to change in land-use, management and maintenance, transfer of title, etc. are described in the "Agreement Declaring Restrictive Covenants," (herein referred to as Agreement). This Agreement shall be approved by the ADMINISTERING AGENCY and Caltrans prior to the recording. The Agreement will be recorded subsequent to the recording of the Grant Deed.
5. 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).
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

SPECIAL COVENANTS OR REMARKS

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. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

8. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
9. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

10. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components, made after the execution of this

SPECIAL COVENANTS OR REMARKS

PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components, will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

11. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
12. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
13. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
14. 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.
15. 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.

SPECIAL COVENANTS OR REMARKS

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.

16. 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.).
17. 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).