

Agenda Report

October 25, 2010

TO: Honorable Mayor and City Council

FROM: Department of Public Works

SUBJECT: RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT 084-N TO ADMINISTER AGENCY-STATE AGREEMENT 07-5064R FOR PRELIMINARY ENGINEERING OF SOUNDWALLS ON I-210, FEDERAL-AID PROJECT NO. HPLU-5064(058)

RECOMMENDATION:

It is recommended that the City Council adopt a resolution approving a Program Supplement Agreement to Administer Agency-State Agreement 07-5064R between the City of Pasadena and the State of California, for State Reimbursement of costs for the Preliminary Engineering of Soundwalls on I-210, Federal-Aid Project No. HPLU-5064(058), Program Supplement Agreement No. 084-N.

BACKGROUND:

When Interstate 210 was built through the City of Pasadena, accompanying soundwalls were not constructed along all reaches of the freeway. In 1989, the California Transportation Commission (CTC) adopted a statewide priority list for the construction of retrofit soundwalls. Phase I of the 1989 Retrofit Soundwall Projects list includes freeway segments containing High Occupancy Vehicle (HOV) or carpool lanes. The subject segment of the I-210 in the City of Pasadena, between Arroyo Boulevard and Orange Grove Boulevard, does not include HOV or carpool lanes and thus is a Phase II project. The City of Pasadena has obtained funding via a federal grant (SAFETEA-LU) in the amount of \$540,000 with a local match of \$135,000 for the preliminary engineering of soundwalls. An additional \$900,000 in federal funding has been committed for construction of this project, with a local match of \$225,000. Those funds will be accepted at a later date via a separate Program Supplement to initiate the construction phase of this project.

The State of California, acting through Caltrans, is administering the SAFETEA-LU funds. These funds are paid to the City of Pasadena pursuant to the provisions of the revised Administer Agency State Agreement No. 07-5064 (City of Pasadena Agreement

No. 16,298) entered into by the parties on April 3, 1997. Through this revised Agreement, Program Supplements, thereafter, are indicated as 07-5064R. To obtain funds for a project, it is necessary to execute a supplemental agreement for the project after it has been approved for funding by Caltrans and the Federal Highway Administration (FHWA).

On September 27, 2010, staff received the Program Supplement for the Preliminary Engineering of Soundwalls on I-210. The Program Supplement must be executed by the City and returned to Caltrans within 60 days. The deadline to return the executed Program Supplement including a copy of the City's adopted resolution is November 26, 2010. After an acceptable soundwall option is selected during the Preliminary Engineering phase, the construction phase will begin.

COUNCIL POLICY CONSIDERATION:

This project is consistent with the City Council goal to support and promote the quality of life of the City and the local economy. This project is also consistent with one of the objectives of the General Plan's Noise Element, which is to protect residential areas from freeway-generated noise by constructing sound-attenuating walls to serve as a noise barrier between the freeway and the residential areas abutting certain segments of the freeway. A finding of compliance with the General Plan was previously made and is shown on page 2.14 of the FY 2011-2015 Capital Improvement Program.

ENVIRONMENTAL ANALYSIS:

On January 12, 2009, the City Council approved the underlying contract with Parsons Engineering, and therein required that the appropriate environmental document be completed when enough information regarding the engineering, design and proposed locations of the walls was known to allow meaningful environmental review. The action proposed herein does not change that requirement.

FISCAL IMPACT:

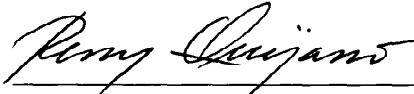
Approval of the Program Supplement Agreement 084-N to Administer Agency State Agreement No. 07-5064R will enable the City to obtain Federal reimbursement of eligible costs. The reimbursement will be up to \$540,000 for preliminary engineering cost, upon completion of the project. The required \$135,000 of matching funds in the form of Commercial Redevelopment Fees, is available in Capital Improvement Program project 73705 – Route 210 Freeway Soundwalls.

Respectfully submitted,



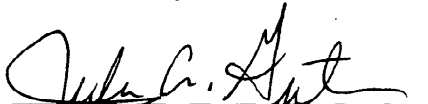
MARTIN PASTUCHA
Director
Department of Public Works

Prepared by:



Reny Quijano
Principal Engineer

Approved by:



60. MICHAEL J. BECK
City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASADENA APPROVING PROGRAM SUPPLEMENT AGREEMENT 07-5064R FOR PRELIMINARY ENGINEERING OF SOUNDWALLS ON I-210, FEDERAL AID PROJECT NO. HPLU-5064(058)

WHEREAS, on January 19, 2009, the City Council approved the underlying contract with Parsons Engineering to perform the preliminary engineering of Soundwalls on I-210 in the City of Pasadena.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pasadena as follows:

1. That Program Supplement Agreement 07-5064R between the City of Pasadena and the State of California for state reimbursements of costs for the preliminary engineering of Soundwalls on I-210, Federal Aid Project No. HPLU-5064(058), presented herewith, is approved;
2. The City Clerk is authorized and directed to execute the Certificate on the Supplement showing the City's approval of said Supplement.

Adopted at the regular meeting of the City Council of the City of Pasadena on the _____ day of _____, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MARK JOMSKY, City Clerk

Approved as to form: *10/14/10*

Nicholas George Rodriguez
Assistant City Attorney

PROGRAM SUPPLEMENT NO. N084
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 07-5064R

Date: September 16, 2010
Location: 07-LA-210
Project Number: HPLU-5064(058)
E.A. Number: 07-278408
Locode: 5064

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 04/03/07 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:

07/LA/210/22.5 - 24.6/Pasadena
Route 210 Fwy Between Arroyo Bl & Orange Groove Bl.

TYPE OF WORK: Sound Wall

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	LY10		LOCAL	OTHER
\$675,000.00	\$540,000.00		\$135,000.00	\$0.00

CITY OF PASADENA

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 *[Signature]* Date 9/21/10 \$540,000.00

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. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award or with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract, whichever is earlier.

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.

7. 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.

