

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
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10-22-12P02:38 RCVD



September 19, 2012

File : 07-LA-0-MANB

SRTSL-5212(008)

Various streets adjacent to and in  
the vicinities of: American Martyrs  
School, Grand View ES, Meadows E

Mr. David Carmany  
City Manager  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266

SEP 24 2012  
CITY OF MANHATTAN BEACH  
RECEIVED

Attn: Nhung Madrid

Dear Mr. Carmany:

Enclosed are two originals of the Program Supplement Agreement No. 005-N to Administering Agency-State Agreement No. 07-5212R.

**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 "Barry Leaming".

BARRY LEAMING, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(07) DLAE - David Sosa

**PROGRAM SUPPLEMENT NO. N005**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 07-5212 R**

**Adv Project ID**                      **Date:** September 10, 2012  
0713000028                      **Location:** 07-LA-0-MANB  
**Project Number:** SRTSL-5212(008)  
**E.A. Number:**  
**Locode:** 5212

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 09/28/09 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:**

Various streets adjacent to and in the vicinities of: American Martyrs School, Grand View ES, Meadows ES, Pacific ES, Robinson ES, Manhattan Beach MS.

**TYPE OF WORK:** Install Crosswalks, Flashing Beacons, Speed Feedback Signs, Bike Facility, Signs (See Comments)                      **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	LU3E		LOCAL	OTHER
\$65,000.00		\$65,000.00	\$0.00	\$0.00

**CITY OF MANHATTAN BEACH**

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 *Tasha Wong*                      Date 9/12/12                      \$65,000.00



**SPECIAL COVENANTS OR REMARKS**

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.
  1. ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the applicable SRTS Program Guidelines under which the project was selected. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established for the applicable SRTS Program cycle.
  2. ADMINISTERING AGENCY agrees to submit a Student Tally and Parent Survey for each school to the National Center for Safe Routes to School (NCSRTS). The survey information (Student Tally and Parent Survey), collected during the regular school year, must be completed within two months of beginning the PROJECT and within two months after completing the PROJECT. ADMINISTERING AGENCY agrees to submit a copy of said surveys to the District Local Assistance Engineer (DLAE). For detailed instructions on data submission requirements refer to the NCSRTS web site at:

<http://www.saferoutesinfo.org/data/>

8. 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.

**SPECIAL COVENANTS OR REMARKS**

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.