

34356

PROGRAM SUPPLEMENT NO. F136
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 07-5108F15

Adv. Project ID
0718000350

Date: December 16, 2021
Location: 07-LA-0-LBCH
Project Number: LPPCML-5108(185)
E.A. Number:
Locode: 5108

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 06/10/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article 1 of the aforementioned Master Agreement under authority of Resolution No. 07-0097 approved by the Administering Agency on 7/10/2007 (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: Market Street between Cherry Ave and Los Angeles River (1.9 Mile)

TYPE OF WORK: Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	L400 Z230	\$3,233,837.00 \$2,653,163.00	LOCAL \$928,000.00	STATE \$2,838,000.00	OTHER \$0.00
\$9,653,000.00					

CITY OF LONG BEACH

STATE OF CALIFORNIA
Department of Transportation

By Linda J. Jakum for
Title Thomas B Modica, City Manager
Date 6-1-2022

By Tou Vg
For Chief, Office of Project Implementation
Division of Local Assistance

Attest EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date 06/13/2022

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

Accounting Officer [Signature]

Date 1/21/2022

\$8,725,000.00

APPROVED AS TO FORM

MAY 12, 2022

CHARLES PARKIN, City Attorney Program Supplement 07-5108F15-F136-ISTEA

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By [Signature]
VANESSA S. IBARRA
DEPUTY CITY ATTORNEY

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. 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).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. 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. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. 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.

SPECIAL COVENANTS OR REMARKS

F. 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.).

G. 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.

H. 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 Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. 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.
4. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Exhibit 23-A of the LAPG, to the STATE's District Local Assistance Engineer (DLAE) immediately after award of contract, and prior to first invoice submittal. Failure to do so will delay processing invoices for the construction contract. As a minimum, the award information should include the following information: project number, Advantage ID, project description, date funds allocated by the CTC, date project was advertised, bid opening date, award date, award amount, and estimated completion date.
5. This PROJECT is programmed to receive State Senate Bill 1, Chapter 5, Statutes of 2017 (SB1) funds from Local Partnership Program (LPP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted LPP Guidelines, and this Program Supplement Agreement.

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY agrees to use eligible matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to the LPP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

To satisfy the SB1 accountability requirements, ADMINISTERING AGENCY agrees to:

- 1) Submit Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT, as applicable, per CTC SB1 Transparency and Accountability Guidelines. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The Progress Reports shall be submitted to the Division of Local Assistance - Office of State Programs via the CalSMART reporting tool.
 - 2) Submit a Completion Report after each phase using LPP funds is complete and a Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination, per the SB1 Transparency and Accountability Guidelines.
6. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.
7. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of

SPECIAL COVENANTS OR REMARKS

1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DEPARTMENT OF TRANSPORTATION

FINANCE LETTER

Date: 06/13/2022 EA No:
 D_CO RT: 07-LA-LEBCH
 Project No: FFDMS-5(06.115)
 Adv Project Id: 071903030
 Project End Date: 02/28/2029

To: City of Long Beach

FINANCE ITEMS	PRO RAZOR Lump Sum	TOTAL COST OF FEDERAL WORK	FED REB %	FEDERAL SHARE	FEDERAL RSTP	STATE CSP	LOCAL
					L400	Z230	
Construction	\$1,492,297.25	\$4,192,297.25	80.00%	\$3,353,837.00	\$0.00	\$0.00	\$884,460.25
Concrete	\$4,352,700.00	\$4,146,000.00	83.52%	\$3,461,130.00	\$0.00	\$1,395,130.00	\$1,065,999.99
Agency Construction	\$1,240,000.00	\$1,240,000.00	100.00%	\$1,240,000.00	\$0.00	\$1,240,000.00	\$0.00
Engineering	\$6,683,892.00	\$6,683,892.00	9.85%	\$658,819.00	\$3,924,972.00	\$2,729,999.00	\$68,001.00
Totals:							

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Participation Ratio: 97.95%

Signature:  Title: HQ Area Engineer

For questions regarding finance letter, contact:
 Printed Name: Tou Veng
 Telephone No: 915-651-8513

Remarks: Authorization of CON and CE Obligation \$3,233,837 of Federal CMAQ under L400 for CON, \$1,395,133 of Federal RSTP under Z230 for CON and \$1,250,000 of Federal RSTP under Z230 for CE Utilizing Toll Credits for CE.
 CTC allocated \$2,838,000 of SB-1-PP State Only Funds for CON at the October CTC meeting.

ACCOUNTING INFORMATION						UPPOLL-1718189		Cooperative Work Agreement		
ADV. PROJECT ID	APPROP. UNIT	STATE PROJ.	FED/STATE	ENCUMBRANCE AMOUNT	APPROX. YEARS	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	REVERSION DATE
0718000230	1857	2020210210	F	\$2,838,000.00	215	\$0.00	\$2,838,000.00	05/20/23		
0718000230	2110P	202010820	F	\$1,250,000.00	215	\$0.00	\$1,250,000.00	05/20/23		
0718000230	2170ZP	202010810	F	\$1,665,192.00	212	\$1.00	\$1,665,192.00	05/20/23		

*Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) Provisions. Also refer to your allocation notification letter(s) for allocation-specific TUF deadlines.
 *Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCC year-end closing procedures.

DEPARTMENT OF TRANSPORTATION

FINANCE LETTER

Date: 06/13/2022 EA No:
 D_CO RT: 07-LA-018CH
 Project No: LPPCAL-5106(1.85)
 Adv Project Id: 0718000332
 Project End Date: 06/29/2029

To: City of Long Beach

PARAMETERS	PROVIDER LUMP SUM	TOTAL COST OF FEDERAL PART WORK COST	FEDERAL SHARE FEDERAL RSTP STATE LPP	L400	Z230	LOCAL
Construction	\$1,830,000	\$4,042,287.00	81.00%	\$3,293,837.00	\$0.00	\$88,442.00
Agency Construction	\$783,000	\$4,352,750.00	83.00%	\$3,612,882.50	\$1,300,000.00	\$118,840.00
Engineering	\$183,000	\$1,200,000.00	100.00%	\$0.00	\$1,200,000.00	\$0.00
Total:	\$2,796,000	\$9,595,037.00	83.89%	\$8,056,719.50	\$2,500,000.00	\$628,317.50

Participation Ratio: 87.89%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: *[Signature]*
 Title: HO Area Engineer

For questions regarding finance letter, contact
 Printed Name: You Yang
 Telephone No: 916-651-8513

Remarks: Authorization of CON and CE Obligations \$3,233,837 of Federal CMAQ under L400 for CON, \$1,393,163 of Federal RSTP under Z230 for CON and \$1,260,000 of Federal RSTP under Z230 for CE Utilizing Toll Credits for CE.
 CTC allocated \$2,858,000 of SB1-LPP State Only Funds for CON at the October CTC meeting.

ADV. PROJECT ID	APPROP. UNIT	STATE PROJ. YEAR	FED STATE AMOUNT	ENCUMBRANCE AMOUNT	APPROX. YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	COOPERATIVE WORK AGREEMENT APPROVED AMOUNT	EXPIRATION DATE
0718000330	1887	2020/2021	F	\$2,858,000.00	212	\$0.00	\$2,858,000.00	06/01/23		
0718000330	2102	2020/2021	F	\$1,393,163.00	212	\$0.00	\$1,393,163.00	06/01/27		
0718000330	2102	2020/2021	F	\$1,260,000.00	212	\$0.00	\$1,260,000.00	06/01/27		

*Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) Provisions. Also refer to your allocation notification letter(s) for allocation-specific TUF deadlines.
 *Please submit invoices to the appropriate Divisions by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.