

RESOLUTION NO. 09-59
RESOLUTION OF APPROVAL OF PROGRAM SUPPLEMENT AGREEMENTS FOR
FEDERAL AID PROJECT

WHEREAS, The Town of Paradise has entered into a Master Agreement with Caltrans as required to obtain state and federal funds; and

WHEREAS, the Town of Paradise is required to enter into Program Supplement Administering Agency-State Agreements for each state and federally funded project; and

WHEREAS, the aforementioned Agreement is required for the Town to obtain reimbursement for the Town of Paradise 2009 Overlay Project No. 1, which has already been awarded to Knife River Construction.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

Section 1: The Town Council approves Program Supplement No N007 to Administering Agency-State Agreement for Federal-Aid Project No. 03-5425R relating to Town of Paradise 2009 Overlay Project No.1.

Section 2: The Town Council authorizes the Mayor and Town Manager to execute the attached "Program Supplement No N007 to Administering Agency-State Agreement for Federal-Aid Project No. 03-5425R".

Section 3: The Town Council authorizes the Mayor and Town Manager to execute future program supplemental agreements for state and federal aid projects pursuant to the Master Agreement with Caltrans.

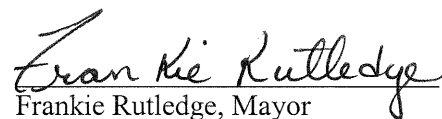
PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of October 2009, by the following vote:

AYES: Steve "Woody" Culleton, Joe DiDuca, Scott Lotter,
and Frankie Rutledge, Mayor

NOES: None

ABSENT: Alan White

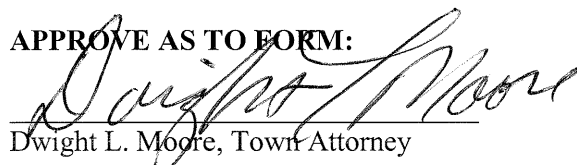
NOT VOTING: None


Frankie Rutledge, Mayor

ATTEST:


Joanna Gutierrez, CMC, Town Clerk

APPROVE AS TO FORM:


Dwight L. Moore, Town Attorney

PROGRAM SUPPLEMENT NO. N007
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 03-5425R

Date: August 28, 2009
Location: 03-BUT-0-PRDS
Project Number: ESPL-5425(020)
E.A. Number: 03-929055

This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/05/07 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. 09-59, approved by the Administering Agency on 10/13/09 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by 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:

Pentz Rd, Skyway, Clark Rd, Pearson Rd

TYPE OF WORK: Asphalt Concrete Overlay

LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	C240	\$1,098,243.00	LOCAL		OTHER
\$1,735,955.00	C250	\$400,719.00	\$236,993.00	\$0.00	\$0.00

TOWN OF PARADISE

STATE OF CALIFORNIA

Department of Transportation

By Frankie Rutledge

By _____

Date 10-20-09

Chief, Office of Project Implementation
Division of Local Assistance

Attest Frankie Rutledge

Date _____

Title Mayor

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

Accounting Officer Jerley

Date 9/1/09

\$1,498,962.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-603-890	2008-2009	20.30.010.810	F	262042	898-F	1,098,243.00
268	2008	2660-603-890	2008-2009	20.30.010.810	F	228020	898-F	400,719.00

Charles L. Rough, Jr., Town Manager

Date: 10-21-09

ESPL-5425(020)

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. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation
Division of Accounting
Local Programs Accounting Branch, MS #33
P. O. Box 942874
Sacramento, CA 94274-0001.

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.

3. 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).
4. 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, and invoice payments for any on-going or future federal-aid 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.

ESPL-5425(020)

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.

5. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of six (6) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.

6. 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).

ESPL-5425(020)

SPECIAL COVENANTS OR REMARKS

7. 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.).
8. This project is financed, in whole or in part, with federal funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act). ADMINISTERING AGENCY agrees:
 - 1) Statutory provisions contained in Chapter 1 of Title 23 United States Code (U.S.C.) are applicable to all Recovery Act funded projects,
 - 2) Costs incurred prior to the date of authorization are NOT eligible for reimbursement with federal Recovery Act funds,
 - 3) Federal Prevailing Wage Rate requirements apply to all Recovery Act funded construction projects regardless of location (including projects on local roads and rural minor collectors, and Transportation Enhancement projects outside the highway right of way). ADMINISTERING AGENCY agrees to include the appropriate wage rate information in the contract and also include a contract provision that overrides the general applicability provisions in form FHWA-1273, Sections IV and V,
 - 4) To expend and invoice for all Recovery Act funds prior to

ESPL-5425(020)

SPECIAL COVENANTS OR REMARKS

using other funds, and

5) To comply with the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act and as designated by the STATE. Failure to comply will result in retentions from progress payments due ADMINISTERING AGENCY and/or other sanctions,

6) Recovery Act funds are available for liquidation only until September 30, 2015 when the remaining balance of Recovery Act funds will expire. ADMINISTERING AGENCY agrees to submit an invoice for the balance of project Recovery Act funds (if any) to the STATE prior to July 1, 2015.