

PROGRAM SUPPLEMENT NO. 00000A703
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 08-5954S21

Adv. Project ID 0825000020
Date: December 03, 2024
Location: 08-SBD-0-CR
Project Number: LPPSB1-5954(209)
E.A. Number:
Locode: 5954

This Program Supplement, effective 10/18/2024, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5954S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/28/2021 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 encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: National trails Highway Bridge Replace timber (30 bridges).

TYPE OF WORK: Bridge Replacement

LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$5,250,000.00		\$2,625,000.00	\$2,625,000.00		\$0.00

SAN BERNARDINO COUNTY

By Dawn Rowe

Title Chair, Board of Supervisors

Date _____

Attest _____

STATE OF CALIFORNIA

Department of Transportation

By _____

Chief, Office of Project Management Oversight
Division of Local Assistance

Date _____

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

Accounting Officer Makbit Woldegebrail

Date 12/03/2024

\$2,625,000.00

SPECIAL COVENANTS OR REMARKS

1. 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.
2. 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.

3. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Exhibit 25-O 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.
4. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
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.

ADMINISTERING AGENCY agrees to use eligible matching funds of the type

SPECIAL COVENANTS OR REMARKS

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.