



Meeting Date: 09 / 01 /09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input checked="" type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Grant Dunne, Management Analyst III *GD* Agenda Item No. I-10
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Public Works *[Signature]*

DATE: August 19, 2009

TO: City Council

FROM: Lou Balderrama, City Engineer
Public Works Department *[Signature]*

SUBJECT: American Reinvestment and Recovery Act (Recovery Act) Funding for Bartolo Square North and South Neighborhoods Street and Utility Improvement Phase I Projects and Traffic Signal Modifications at Various Locations Project

RECOMMENDATION

That City Council:

1. Adopt a resolution authorizing the City Manager or his designee to execute agreements, amendments or other documents necessary to secure Recovery Act funds and implement the Program Supplement Agreements No. 036-N, 037-N and 038-N to Administering Agency-State Agreement No. 07-5129R for the Bartolo Square North and South Neighborhoods Resurfacing Phase I Projects and Traffic Signal 2010 Project.
2. Approve a Special Budget Appropriation of \$3,303,782 to appropriate Recovery Act funding in the amount of \$1,444,000 to the Bartolo Square North Neighborhood Street and Utility Improvement Project, \$1,091,462 to the Bartolo Square South Neighborhood Street and Utility Improvement Project, \$740,000 to the Traffic Signal 2010 Project and to reallocate \$28,320 of available Circulation Improvement System funds from the Traffic Signal Modifications at Various Locations Project.

DISCUSSION

On February 17, 2009 President Barack Obama signed into law the Recovery Act that provides an economic stimulus plan totaling \$787 billion for the national economy. The stimulus package provides local governments with billions of dollars to rebuild and modernize infrastructure systems such as transit, streets, roadways and utilities. Competitive applications for Recovery Act funding were submitted to and approved by the California Department of Transportation (Caltrans) for the eligible projects that are summarized below.

Subject: American Reinvestment and Recovery Act (Recovery Act) Funding for Bartolo Square North and South Neighborhoods Resurfacing Phase I Projects and Traffic Signal Modifications at Various Locations Project

Date: August 24, 2009

Page 2 of 2

Bartolo Square North Neighborhood Street and Utility Improvement Project Phase I: Provides for pavement resurfacing and reconstruction, sidewalk, curb and gutter repair, and replacing street name signs, water main replacements on J Street, Hill Street and Hemlock Street. The amount awarded is \$1,444,000 and is sufficient to cover the cost of street resurfacing and reconstruction portion for Phase I of this project. Staff has submitted an application and is expected to be awarded additional funding from the Community Development Block Grant Program under the Recovery Act for water main replacements.

Bartolo Square South Neighborhood Street and Utility Improvement Project Phase I: Provides for pavement resurfacing and reconstruction, sidewalk, curb and gutter repair, and replacing street name signs water main replacements on J Street and Hemlock Street. The amount awarded is \$1,091,462 which is sufficient to cover the cost for street resurfacing and reconstruction of Phase I of this project.

Traffic Signal Modifications: Provides for traffic signal modifications at Wooley Road and Patterson Road, Ventura Road and Town Center Drive, Gonzales Road and C Street, Gonzales Road and H Street, C Street and Second Street, C Street and Fourth Street, C Street and Sixth Street, C Street and Hill Street. Modifications include replacement of non-standard equipment such poles, provide protected left turn phase and modify medians where applicable. The engineer's estimated project cost which includes design, material testing, construction inspection, project management, administration, construction engineering, and construction is \$768,320. The Recovery Act amount awarded of \$740,000 and \$28,320 from the Circulation Improvement System Fund will be sufficient to cover the estimated project cost.

Staff is recommending that City Council adopt a resolution authorizing the City Manager or his designee to sign the agreements (Attachment No. 2) from Caltrans and other documents necessary to secure Recovery Act funding for these projects.

FINANCIAL IMPACT

Recovery Act funds in the amount of \$3,275,462 are recommended for appropriation to the Bartolo Square North Neighborhood Street and Utility Project No. 033115 for \$1,444,000, Bartolo Square South Neighborhood Street and Utility Project No. 093109 for \$1,091,462 and to the Traffic Signal 2010 Project No. AR3101. In addition, \$28,320 of available Circulation Improvement System funds is recommended for reallocation from the Traffic Signal Modifications at Various Locations Project No. 003104 to provide for the remaining estimated cost of the Traffic Signal 2010 Project.

Attachment No. 1 – Resolution

Attachment No. 2 – Agreements

Attachment No. 3 – Special Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO EXECUTE ADMINISTERING
AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 07-
5129R, AND PROGRAM SUPPLEMENTAL AGREEMENTS NO. 036-N, 037-N
AND 038-N

WHEREAS, the City Council of the City of Oxnard has approved project specifications for the resurfacing and reconstruction of J Street, Hill Street and Hemlock Street of the Bartolo Square North Neighborhood Phase I; J Street and Hemlock Street of the Bartolo Square South Neighborhood Phase I; and to install traffic signal modifications at various locations in Oxnard; and

WHEREAS, on February 17, 2009 President Barack Obama signed into law the American Reinvestment and Recovery Act that provides economic stimulus funding to local governments to rebuild and modernize infrastructure systems such as transit, streets and roadways and to create job opportunities related to these activities; and

WHEREAS, the City of Oxnard has obtained approval for American Reinvestment and Recovery Act funding for street resurfacing and reconstruction of Bartolo Square North Neighborhood Phase I Project, Bartolo Square South Neighborhood Phase I Project and for the installation of traffic signal modifications at various locations in Oxnard; and

WHEREAS, the State of California Department of Transportation (Caltrans) administers the funding under the guidelines of American Reinvestment and Recovery Act to local governments such as the City of Oxnard; and

WHEREAS, the State of California Department of Transportation (Caltrans) requires that Agreement Administering Agency-State Agreement for Federal-Aid Projects No. 07-5129R, and Program Supplemental Agreements No. 036-N, 037-N and 038-N to be fully executed before submitting any invoices for reimbursement; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the City Manager or designee the Assistant City Manager is authorized to execute the Administering Agency-State Agreement for Federal-Aid Projects No. 07-5129R, and Program Supplemental Agreements No. 036-N, 037-N and 038-N and other documents necessary to secure funding from the American Reinvestment and Recovery Act for the following projects: Bartolo Square North Neighborhood Phase I Project, Bartolo Square South Neighborhood Phase I Project, and for the project to install traffic signal modifications at various locations in Oxnard.

PASSED AND ADOPTED, this 1st day of September 2009 by the following vote:

AYES:

NOES:

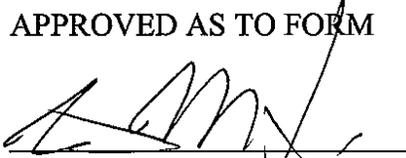
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

APPROVED AS TO FORM

Daniel Martinez, City Clerk



Alan Holmberg, City Attorney

PROGRAM SUPPLEMENT NO. N036
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 07-5129R

Date: June 16, 2009
 Location: 07-VEN-0-OXN
 Project Number: ESPL-5129(054)
 E.A. Number: 07-933298

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 12/19/07 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 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 LOCATIONS IN THE CITY OF OXNARD

E OF WORK: TRAFFIC SIGNAL MODIFICATIONS

LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	C200	\$740,000.00	LOCAL		OTHER
\$768,320.00			\$28,320.00	\$0.00	\$0.00

CITY OF OXNARD

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementation
 Division of Local Assistance

Attest _____

Date _____

Title _____

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

Accounting Officer _____

Date _____

\$740,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-603-890	2008-2009	20.30.010.810	F	262040	898-F	740,000.00

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. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (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

SPECIAL COVENANTS OR REMARKS

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.

5. 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.

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.

6. 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

SPECIAL COVENANTS OR REMARKS

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.).

7. 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).
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

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.

PROGRAM SUPPLEMENT NO. N037
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 07-5129R

Date: June 22, 2009
Location: 07-VEN-0-OXN
Project Number: ESPL-5129(053)
E.A. Number: 07-933297

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 12/19/07 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 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:
HEMLOCK ST: "J" ST TO VENTURA RD & "J" ST: WOOLEY RD TO HEMLOCK ST

TYPE OF WORK: STREET RESURFACING LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	C200		LOCAL		OTHER
\$1,091,462.00	\$1,091,462.00		\$0.00	\$0.00	\$0.00

CITY OF OXNARD

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Attest _____

Date _____

Title _____

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

Accounting Officer *[Signature]* Date 6/22/09 \$1,091,462.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-603-890	2008-2009	20.30.010.810	F	262040	898-F	1,091,462.00

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. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (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

SPECIAL COVENANTS OR REMARKS

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.

5. 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.

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.

6. 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

SPECIAL COVENANTS OR REMARKS

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.).

7. 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).
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

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.

PROGRAM SUPPLEMENT NO. N038
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 07-5129R

Date: June 22, 2009
 Location: 07-VEN-0-OXN
 Project Number: ESPL-5129(055)
 E.A. Number: 07-933299

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 12/19/07 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 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:
 "J" ST: WOOLEY RD TO HEMLOCK AND HILL ST: "I" ST TO "N" ST

TYPE OF WORK: STREET RESURFACING LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
			LOCAL		OTHER
\$1,444,000.00	C200	\$1,444,000.00	\$0.00	\$0.00	\$0.00

CITY OF OXNARD

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementation
 Division of Local Assistance

Attest _____

Date _____

Title _____

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

Accounting Officer *[Signature]* Date 6/22/09 \$1,444,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-603-890	2008-2009	20.30.010.810	F	262040	898-F	1,444,000.00

SPECIAL COVENANTS OR REMARKS

1. 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.

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. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (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.

SPECIAL COVENANTS OR REMARKS

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.

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.

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. 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

SPECIAL COVENANTS OR REMARKS

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.).

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).
7. 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 using other funds, and

- 5) To comply with the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery

SPECIAL COVENANTS OR REMARKS

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.

8. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

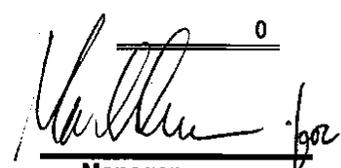
1-Sep-2009

Request is hereby made for an appropriation of total

\$ 3,303,782

Reason for appropriation: Budget receipt of Recovery Act funding proceeds and appropriation to Bartolo Square North Neighborhood Street and Utility Improvement Project, Bartolo Square South Neighborhood Street and Utility Improvement Project, and the Traffic Signal 2010 ARRA. Reallocation of \$28,320 of Circulation Improvement System funds to the Traffic Signal 2010 ARRA.

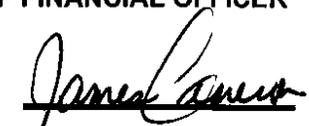
<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
AMERICAN REINVESTMENT AND RECOVERY ACT (276)	276-XXXX-531-7201 AMERICAN REINVESTMENT AND RECOVERY ACT FUND PROCEEDS	(3,275,462)
	BARTOLO SQUARE NORTH NEIGHBORHOOD RESURFACING "BARTOLO SQ.NEIGHBHD-03/04"	
	276-3147 (033115)	
	826-8604 - CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	1,444,000
	BARTOLO SQUARE SOUTH NEIGHBORHOOD RESURFACING "Bartolo Sq South Resurfac"	
	276-3147 (093109)	
	826-8604 - CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	1,091,462
	TRAFFIC SIGNAL 2010 ARRA	
	276-9740 (AR3101)	
	826-8604 - CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	740,000
	Net Estimated Change to AMERICAN REINVESTMENT AND RECOVERY ACT (276)	<u>0</u>
CIRCULATION SYS.IMPR.FEES 354	TRAFFIC SIGNALS VARIOUS LOCATIONS	
	354-9740 (003104)	
	826-8604 - CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	(28,320)
	TRAFFIC SIGNAL 2010 ARRA	
	354-9740 (AR3101)	
	826-8604 - CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	28,320
	Net Estimated Change to CIRCULATION SYS.IMPR.FEES	<u>0</u>



Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER



City Manager

Disposition

Approved _____

Rejected _____

Transfer by Journal Voucher _____

City Manager

Attachment No. 3
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