SPECIAL COUNCIL MEETING

SUBJECT: PROGRAM SUPPLEMENTS TO THE LOCAL AGENCY-STATE MASTER AGREEMENT: Four CNG REFUSE TRUCKS, One PM10 CNG STREET SWEEPER AND ONE CNG THREE AXLE DUMP TRUCK

SOURCE: Public Works Department - Engineering Division

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Numbers 048-N, 049-N and 050-N and requests that the City execute said agreements. The executed agreements become a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The attached Program Supplements are for the purchase of:

<table>
<thead>
<tr>
<th>Project</th>
<th>Total Cost</th>
<th>Federal Share</th>
<th>Local Share</th>
</tr>
</thead>
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<tr>
<td>4 CNG Refuse Trucks</td>
<td>$1,097,004</td>
<td>$971,177</td>
<td>$125,827</td>
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<tr>
<td>1 CNG Street Sweeper</td>
<td>$282,547</td>
<td>$250,139</td>
<td>$32,408</td>
</tr>
<tr>
<td>1 Three Axle Dump Truck</td>
<td>$180,183</td>
<td>$159,516</td>
<td>$20,667</td>
</tr>
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</table>

Standard CMAQ conditions require an 11.47% local contribution towards the cost of the project. Prior to the August 6, 2013 award date, TCAG informed the City that it would pick up the City’s 11.47% local share using Toll Credits. This information was presented to the City Council on August 6, 2013 when the award was made to EM Tharp and GCS Environmental Equipment. Subsequent to the August 6th meeting, Caltrans informed the City and TCAG that Toll Credits could not be used post E76 (Notice of Award). The Program Supplements reflect the standard 88.53%/11.47% expenditure sharing program.

RECOMMENDATION: That the City Council:

1. Approve the program supplements by passing a resolution authorizing the Mayor to sign the subject program supplements; and

2. Direct staff to return the signed program supplements to CalTrans.

ATTACHMENTS: Program Supplement Agreement No. 048-N, 049-N, 050-N
Resolution No.48-N, 049-N, 050-N

Dir Appropriated/Funded CM Item 01
RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN PROGRAM SUPPLEMENT NO. 048-N TO ADMINISTER THE AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. 048-N to the Local Agency-State Master Agreement No. 06-5122R, for the purchase of Four Compressed Natural Gas Refuse Trucks.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2013.

__________________________________________
Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

__________________________________________
By Patrice Hildreth, Chief Deputy City Clerk
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 02/20/07 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 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:
City of Porterville corporation yard

TYPE OF WORK: Purchase 4 CNG Refuse Trucks
LENGTH: 0.0(MILES)

<table>
<thead>
<tr>
<th>Estimated Cost</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
<th>OTHER</th>
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</thead>
<tbody>
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<td>LOCAL $124,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

CITY OF PORTERVILLE

STATE OF CALIFORNIA
Department of Transportation

By
Chief, Office of Project Implementation
Division of Local Assistance

By

Date

Attest

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

Accounting Officer

Date 12/4/13 $956,000.00

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Statutes</th>
<th>Item</th>
<th>Year</th>
<th>Program</th>
<th>BC</th>
<th>Category</th>
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Program Supplement 06-5122R-N048-ISTEA Page 1 of 3
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE
    Claims Audits
    3301 "C" Street, Rm 404
    Sacramento, CA 95816

DATE PREPARED: 12/3/2013
PROJECT NUMBER: 0612000222

FROM: DEPARTMENT OF TRANSPORTATION

SUBJECT: ENCUMBRANCE DOCUMENTS

VENDOR / CONTRACTOR: CITY OF PORTEVILLE

CONTRACT AMOUNT: $956,000.00

PROCUREMENT TYPE: LOCAL ASSISTANCE

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

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<td>20.30.010.620</td>
<td>2620/0400</td>
<td>$956,000.00</td>
</tr>
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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 encumberances 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. 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. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.
RESOLUTION NO._________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT No. 049-N
TO ADMINISTER THE AGENCY-STATE AGREEMENT
FOR THE FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. 049-N to the Local Agency-State Master Agreement No. 06-5122R, for the purchase of a Compressed Natural Gas PM10 Street Sweeper.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2013

__________________________________________
Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

__________________________________________
By Patrice Hildreth, Chief Deputy City Clerk
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 02/20/07 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 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:
City of Porterville Corporation Yard

TYPE OF WORK: Purchase 1 CNG PM10 Street Sweeper

<table>
<thead>
<tr>
<th>Estimated Cost</th>
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<td>$265,000.00</td>
<td>L40E $234,000.00</td>
<td>LOCAL $31,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

CITY OF PORTERVILLE

By __________________________

Title __________________________

Date __________________________

Attest __________________________

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

Accounting Officer __________________________

Date 12/4/13 $234,000.00
TO: STATE CONTROLLER'S OFFICE  
Claims Audits  
3301 "C" Street, Rm 404  
Sacramento, CA 95816  

DATE PREPARED: 12/3/2013  
PROJECT NUMBER: 0613000031  

FROM: DEPARTMENT OF TRANSPORTATION  

SUBJECT: ENCUMBRANCE DOCUMENTS  

VENDOR / CONTRACTOR:  
CITY OF PORTEVILLE  

CONTRACT AMOUNT: $234,000.00  

PROCUREMENT TYPE: LOCAL ASSISTANCE  

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.  

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<td>21</td>
<td>2012</td>
<td>2660-102-0890</td>
<td>2012/13</td>
<td>20.30.010.820</td>
<td>2620/0400</td>
<td>$234,000.00</td>
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</table>

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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).

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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.

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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.
RESOLUTION NO.___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN PROGRAM SUPPLEMENT No. 050-N TO ADMINISTER THE AGENCY-STATE AGREEMENT FOR THE FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. 050-N to the Local Agency-State Master Agreement No. 06-5122R, for the purchase of a Compressed Natural Gas Three Axle Dump Truck.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2013

________________________
Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

________________________
By Patrice Hildreth, Chief Deputy City Clerk
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 02/20/07 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 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:**
City of Porterville Corporation Yard, 555 N. Prospect St.

**TYPE OF WORK:** Purchase 1 CNG Dump Truck

<table>
<thead>
<tr>
<th>Estimated Cost</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
<th>OTHER</th>
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<td>LOCAL</td>
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<tr>
<td>L400</td>
<td>$119,000.00</td>
<td>$16,000.00</td>
<td>$0.00</td>
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<tr>
<td>$135,000.00</td>
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</tbody>
</table>

**CITY OF PORTERVILLE**

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

Date 12/4/13

$119,000.00

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Statutes</th>
<th>Item</th>
<th>Year</th>
<th>Program</th>
<th>BC</th>
<th>Category</th>
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TO: STATE CONTROLLER'S OFFICE  
Claims Audits  
3301 "C" Street, Rm 404  
Sacramento, CA 95816  

DATE PREPARED: 12/3/2013  
PROJECT NUMBER: 0613000015  
REQUISITION NUMBER / CONTRACT NUMBER: RQS-2660-061400000344  

FROM: DEPARTMENT OF TRANSPORTATION  

SUBJECT: ENCUMBRANCE DOCUMENTS  

VENDOR / CONTRACTOR: CITY OF PORTEVILLE  

CONTRACT AMOUNT: $119,000.00  

PROCUREMENT TYPE: LOCAL ASSISTANCE  

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

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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. 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. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

8. In accordance with the Final Guidance on the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, as described in VII.D.12 of the Federal Register / Vol. 73, No. 203 / Monday, October 20, 2008 / Notices, documentation to verify retirement of the equipment being replaced will be provided by the ADMINISTERING AGENCY to the Caltrans District Local Assistance Engineer (DLAE) as an attachment to the Final Report of Expenditures.