

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE MILPITAS REDEVELOPMENT AGENCY AND THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, FOR STATE ADMINISTERED FEDERAL FUNDING AND OTHER RELATED DOCUMENTS FOR THE SOUTH PARK VICTORIA DRIVE RESURFACING, PROJECT NO. 8194, FEDERAL-AID PROJECT NO. ESPL 5314(007)

WHEREAS, the City of Milpitas and the Milpitas Redevelopment Agency are seeking State administered federal aid monies for the South Park Victoria Drive Resurfacing Project, Project No. 8194, which monies are made available by the American Recovery and Reinvestment Act of 2009 (ARRA); and

WHEREAS, the funding and eligibility requirements for the receipt of said monies require the City Council and the Agency Board to clearly identify by resolution the local project for which federal monies are sought and the local agency official authorized to sign the Program Supplement Agreement associated with said project; and

WHEREAS, in order to accommodate the application and disbursement deadlines for the receipt of such federal monies, the City Council and the Agency Board also wish to authorize the Director of Public Works/City Engineer to sign other ministerial funding documents, including but not limited to fund exchange agreements, fund transfer agreements and other such documents that are related to the disbursement and receipt of federal monies for the South Park Victoria Resurfacing Project.

NOW, THEREFORE, the City Council of the City of Milpitas and the Board of Directors of the Redevelopment Agency of the City of Milpitas hereby find, determine, and resolve as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City and the Agency seek State-administered federal monies for the South Park Victoria Drive Resurfacing Project, Project No. 8194.
3. The Director of Public Works/City Engineer is authorized to execute Program Supplement Agreement No. 006-N to Administering Agency-State Agreement No. 04-5314R and all other mandated implementation agreements, forms, and/or other similar or related documents, as required by federal regulations and federal assistance program directives, the California Department of Transportation, or other agencies, as a condition for the receipt of federal funds.

PASSED AND ADOPTED this ____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk/Agency Secretary

Robert Livengood, Mayor/Chair

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney/Agency Counsel

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621

July 8, 2009

RECEIVED

JUL 10 2009

**CITY OF MILPITAS
ENGINEERING DIVISION**

File : 04-SCL-0-MPS
ESPL-5314(007)
S. Park Victoria Dr



Mr. Greg Armendariz
Director of Public Works / City Engineer
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

Dear Mr. Armendariz:

Enclosed are two originals of the Program Supplement Agreement No. 006-N to Administering Agency-State Agreement No. 04-5314R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

In accordance to Government Code 16304, Federal funds appropriated by the State budget are available for liquidation only for seven years and the State funds are available only for five years. The attached Finance Letter shows these deadlines as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to one year for federal funds and up to three years for State funds.

Please note that Government Code 16304 does not supersede any other more restrictive expenditure deadlines.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Sandoval".

BILL SANDOVAL, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(04) DLAE - Sylvia Fung

PROGRAM SUPPLEMENT NO. N006
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 04-5314R

Date: June 25, 2009
Location: 04-SCL-0-MPS
Project Number: ESPL-5314(007)
E.A. Number: 04-925496

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 11/05/07 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. _____, 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:
S. Park Victoria Dr

TYPE OF WORK: _____ LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
			LOCAL		OTHER
\$1,239,731.00	C230	\$1,136,000.00	\$103,731.00	\$0.00	\$0.00

CITY OF MILPITAS

STATE OF CALIFORNIA
Department of Transportation

By _____
Date _____
Attest _____
Title _____

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 Jay Bray Date 6/26/09 \$1,136,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-603-890	2008-2009	20.30.010.810	F	228010	898-F	1,136,000.00

ESPL-5314(007)

SPECIAL COVENANTS OR REMARKS

1. 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).
2. 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.

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.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY

ESPL-5314(007)

SPECIAL COVENANTS OR REMARKS

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.

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

ESPL-5314(007)

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

ESPL-5314(007)

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION FOR STATE ADMINISTERED FEDERAL FUNDING AND OTHER RELATED DOCUMENTS FOR THE SOUTH ABEL STREET AND SOUTH MAIN STREET (GREAT MALL PKWY TO MONTAGUE EXPRESSWAY), PROJECT NO. 4243, FEDERAL-AID PROJECT NO. CML-5314(006)

WHEREAS, the City of Milpitas is seeking State-administered federal aid monies for the South Abel Street and South Main Street (Great Mall Parkway to Montague Expressway) Project, Project No. 4243; and

WHEREAS, specifically, the City, through the Santa Clara Valley Transportation Authority, is requesting a Community Design for Transportation Program grant from the State of California in the amount of \$850,000 that will provide new streetscape improvements, including landscaping, medians, lighting and sidewalks from Montague Expressway north to Great Mall Parkway; and

WHEREAS, the funding and eligibility requirements for the receipt of said monies require the City Council to clearly identify by resolution the local project for which federal monies are sought and the local agency official authorized to sign the Program Supplement Agreement associated with said project; and

WHEREAS, in order to accommodate the application and disbursement deadlines for the receipt of such federal monies, the City Council also wishes to authorize the Director of Public Works/City Engineer to sign other ministerial funding documents, including but not limited to fund exchange agreements, fund transfer agreements and other such documents that are related to the disbursement and receipt of federal monies for the South Abel Street and South Main Street Project.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City seeks State-administered federal monies for the South Abel Street and South Main Street (Great Mall Parkway to Montague Expressway) Project, Project No. 4243.
3. The Director of Public Works/City Engineer is authorized to execute Program Supplement Agreement No. 005-N to Administering Agency-State Agreement No. 04-5314R and all other mandated implementation agreements, forms, and/or other similar or related documents, as required by federal regulations and federal assistance program directives, the California Department of Transportation, or other agencies, as a condition for the receipt of federal funds.

PASSED AND ADOPTED this _____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Robert Livengood, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621

JUL 10 2009

CITY OF MILPITAS
ENGINEERING DIVISION

File : 04-SCL-0-MPS
CML-5314(006)
South Abel St and South Main
Street (Great Mall Pkwy to
Montague Expressway

July 8, 2009

Mr. Greg Armendariz
Director of Public Works / City Engineer
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

Dear Mr. Armendariz:

Enclosed are two originals of the Program Supplement Agreement No. 005-N to Administering Agency-State Agreement No. 04-5314R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

In accordance to Government Code 16304, Federal funds appropriated by the State budget are available for liquidation only for seven years and the State funds are available only for five years. The attached Finance Letter shows these deadlines as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to one year for federal funds and up to three years for State funds.

Please note that Government Code 16304 does not supersede any other more restrictive expenditure deadlines.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


BILL SANDOVAL, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(04) DLAE - Sylvia Fung

Attention: Local Agency

FINANCE ITEMS	TOTAL COST OF WORK	FEDERAL PART COST	FED. REIMB %	CMAQ FEDERAL FUNDS	LOCAL FUNDS
Contract Items: \$1,008,900					
Contingencies: \$100,890					
Total: \$1,109,790					
Construction	\$1,109,790.00	\$1,109,790.00	76.50%	\$849,000.00	\$260,790.00
Agency Construction Engineering	\$1,130.00	\$1,130.00	88.50%	\$1,000.00	\$130.00
Totals:	\$1,110,920.00	\$1,110,920.00	0.00%	\$850,000.00	\$260,920.00

100.00% 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: 

For questions regarding finance letter, contact:

Title: DL Area Engineer

Printed Name : Peter B. Anderson

Telephone No: (916) 653-8431

Remarks: Maximum federal funds programmed = \$850,000

This Authorization is based on the Base Bid of the Engineer's Estimate. If any additional work is added from Alternative 1 and/or 2, a revised E76 will need to be processed prior to contingent upon satisfying the following condition: Prior to advertising, the administering agency's contract solicitation documents for construction must incorporate the Race Conscious DBE provisions.

ACCOUNTING INFORMATION - CML-5314(006)

Fund	Program	Fed/State	Encumbrance Amount	Approp Year	Expenditure Amount	Reversion Date
09DU	L.A. CMAQ	F	\$850,000.00	2008	\$0.00	06/30/15

PROGRAM SUPPLEMENT NO. N005
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 04-5314R

Date: June 24, 2009
 Location: 04-SCL-0-MPS
 Project Number: CML-5314(006)
 E.A. Number: 04-925249

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 11/05/07 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. _____, 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:

South Abel St and South Main Street (Great Mall Pkwy to Montague Expressway)

TYPE OF WORK: Miscellaneous - Other Streetscape Project

LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	L400	\$850,000.00	LOCAL		OTHER
\$1,110,920.00			\$260,920.00	\$0.00	\$0.00

CITY OF MILPITAS

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 6/25/09 \$850,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-102-890	2008-2009	20.30.010.820	C	262040	892-F	850,000.00

CML-5314(006)

SPECIAL COVENANTS OR REMARKS

1. 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.

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.

2. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
3. 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

SPECIAL COVENANTS OR REMARKS

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.

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 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

SPECIAL COVENANTS OR REMARKS

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. 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).