

Agency Name
Program Supplement No.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL AND MASS TRANSPORTATION**

**PROGRAM SUPPLEMENT/AMENDMENT
STATE FUNDED PROJECTS**

| | | | |
|------------------------------|----------------|--------------------------------|------------------------|
| MASTER AGREEMENT NO.: | 75SRXXX | PROGRAM SUPPLEMENT NO.: | 75SRXXX-TCEP-XX |
|------------------------------|----------------|--------------------------------|------------------------|

PROVISION SECTION

This PROGRAM SUPPLEMENT hereby incorporates all of the provisions contained in MASTER AGREEMENT No. **75SRXXX**, entered into between STATE and ADMINISTERING AGENCY on (Date), and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is adopted in accordance with ARTICLE I of the aforementioned MASTER AGREEMENT under authority of Resolution (Insert Number) approved by ADMINISTERING AGENCY on (Insert Date). The ADMINISTERING AGENCY further stipulates that, as a condition to the reimbursement of State funds obligated to this PROJECT, it accepts and will comply with the covenants, obligations, terms and conditions set forth in said MASTER AGREEMENT and on the following page(s) of this PROGRAM SUPPLEMENT.

| CTC RESOLUTION | RESOLUTION DATE | FISCAL YEAR | FUND | AMOUNT | EA | PHASE | 3 RD PARTY CONTRACT | TERMINATION DATE |
|----------------|-----------------|-------------|------|--------|----|-------|--------------------------------|------------------|
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PROJECT TITLE:

PROJECT SUMMARY:

REQUIRED SIGNATURES

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| <p align="center">AGENCY</p> <p>Recipient: _____</p> <p>Signed By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p align="center">STATE OF CALIFORNIA Department of Transportation Division of Rail and Mass Transportation</p> <p>State Dept.: _____</p> <p>Signed By: _____</p> <p>Name _____</p> <p>Title: _____</p> <p>Date: _____</p> |
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- DISTRIBUTION LIST**
- Caltrans Headquarters Accounting (2)
 - Caltrans Division of Rail & Mass Transportation (1)
 - Agency (1)

- LIST OF ATTACHMENTS INCLUDED**
- I-VI. Special Covenants, Scope of Work, CTC Resolutions, Certification of Funds, 3rd Party Agreement, Special Conditions

ATTACHMENT I

SPECIAL COVENANTS

STATE DIVISION OF RAIL AND MASS TRANSPORTATION FUNDED PROGRAMS

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. 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 Chapter 17.5.
3. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Division of Rail and Mass Transportation (DRMT) award information for state funded projects form, to the STATE's DRMT Project Program Manager 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 California Transportation Commission (CTC), date project was advertised, bid opening date, award date, award amount, and estimated completion date.
4. ADMINISTERING AGENCY agrees to comply with, and requires all sub-recipients project sponsors 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 Trade Corridors Enhancements Program (TCEP), Local Partnership Program (LPP), and Solutions for Congested Corridors Program (SCCP). This PROJECT will be administered in accordance with the CTC approved/adopted TCEP, LPP, and SCCP Guidelines, and this Program Supplement Agreement.

ADMINISTERING AGENCY agrees to use eligible matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to the TCEP, LPP, and SCCP program guidelines. ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM) in Chapter 5.3.

To satisfy the SB1 accountability requirements, ADMINISTERING AGENCY agrees to:

- a) Submit Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT, as applicable, per CTC SB1 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 DRMT SB1 Project Program Manager.
- b) Submit a Completion Report after the TCEP, LPP, and SCCP project is completed. The Final Delivery Report (FDR) will be provided to the CTC and DRMT SB1 Project Program Manager. This will occur within six months of the PROJECT completion and work have been accepted to the accordance to the approved project scope. The FDR costs will include the breakdown of the actual costs and the approved project budget from the project

application/nomination. Same, with the project schedule, and performance outcomes from those described in the project application/nomination, per the SB1 Accountability Guidelines.

6. This PROJECT is programmed to receive State funds from the SB1 TCEP, LPP, and SCCP programs. Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

7. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved allocation. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the CTC and/or the STATE.
8. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved allocation, fund transfer, time extension, as appropriate.
9. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.
10. Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the CTC.

ATTACHMENT II

Scope of Work

- 1. Project Description**
- 2. Project Overall Funding Plan**
- 3. Project Financial Plan**
- 4. Project Schedule**

ATTACHMENT III

CTC Resolutions

ATTACHMENT IV

Certification of Funds

Name of Recipient:
 Name of Project:
 CTC Resolution Numbers:
 Date of Resolution:
 Allocation Amount:
 Fund Source:
 Date of Third Party Contract Award:
 Period of Availability:

| SOURCE DIST-UNIT | CHARGE DIST-UNIT | EXP AUTH NO. | OBJECT | ALLOCATION AMOUNT | LED | FY | ENCUMBRANCE DOCUMENT NO. | PPNO |
|---|---------------------|--------------|-------------|----------------------|---------------------------------|----|-----------------------------|------|
| | | | | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure Stated above. | | | | | Signature of Accounting Officer | | | Date |
| ITEM | CHAPTER | STATUTES | FISCAL YEAR | | | | | |
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ATTACHMENT V

3rd Party Agreement

ATTACHMENT VI

Special Conditions