GRAM SUPPLEMENT NO. N052
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 05-5949R

Date: June 02, 2010
Location: 05-SLO-0-CR
Project Number: SRTSL-5949(109)
E.A. Number: 05-930102

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 03/21/07 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. 2003-182 and 97-282 approved by the Administering Agency on 6/3/2003 & 7/8/1997 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment of State and Federal derived funds sources noted above indicated for this project, the Administering Agency accepts and will comply with the Special Covenants or Remarks setforth in the following pages.

PROJECT LOCATION:
Nipomo Elementary School

TYPE OF WORK: Pedestrian Walkway LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	LSSRP	$605,000.00	LOCAL		OTHER
$695,000.00			$90,000.00	$0.00	$0.00

SAN LUIS OBISPO COUNTY

By [signature]
Date 8/2/2010
Attest [signature]
Title Right of Way Agent/Notary

STATE OF CALIFORNIA
Department of Transportation
By [signature]
Chief, Office of Project Implementation
Division of Local Assistance
Date 8/10/2010

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

Accounting Officer [signature] Date 6-9-10 $605,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
1	2009	2660-102-890	2009-2010	20.30.010.535	C	262042	892-7	605,000.00

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 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 DistrictLocal 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.

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

SPECIAL COVENANTS OR REMARKS

4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award or with submittal of the ADMINISTERING AGENCY's first invoice for the construction contract, whichever is earlier.

   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 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.).

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. The PROJECT will be administered in accordance with the SRTS Program Guidelines effective at the time of Program Supplemental Agreement execution.

The ADMINISTERING AGENCY agrees to encumber the funds under agreement and award the construction contract by September 30th of the fiscal year in which funds are programmed. For projects unable to meet this deadline, the ADMINISTERING AGENCY may request in writing, a time extension from the District Local Assistance Engineer (DLAE). One time extension, for a maximum period of one year, may be granted by the DLAE. Projects unable to meet the new deadline may be dropped from the program.

ACKNOWLEDGMENT

State of California
County of San Luis Obispo)

On August 2, 2010 before me, Phil Acosta, Notary Public
(insert name and title of the officer)

personally appeared Paavo Ogren,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(~~s~~) (is)/are subscribed to the within instrument and acknowledged to me that (he)/~~she~~/~~they~~ executed the same in (his)/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by (his)/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PHIL ACOSTA
COMM. # 1861258
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
MY COMM. EXP. AUG. 15, 2013

Signature _____ (Seal)