



City Council Staff Report

Date: October 5, 2016

CONSENT CALENDAR

Subject: APPROVAL OF MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, WITH THE STATE OF CALIFORNIA, STATE AGREEMENT NO. 08-5282F15 AND PROGRAM SUPPLEMENT AGREEMENT NO. F044, WITH THE STATE OF CALIFORNIA FOR USE OF HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FEDERAL-AID FUNDS FOR TRAFFIC SIGNAL MODIFICATIONS, CITY PROJECT NO. 15-32, FEDERAL-AID PROJECT NO. HSIPL-5282 (046)

From: David H. Ready, City Manager

Initiated by: Engineering Services Department

SUMMARY

Approval of Master Agreement, Administering Agency-State Agreement for Federal-Aid Projects, with the State of California, State Agreement No. 08-5282F15 will continue to facilitate the City's receipt of federal funds for all transportation projects. Approval of Program Supplement Agreement No. F044 will formally authorize the reimbursement of up to \$295,000 in federal-aid funds for the Preliminary Engineering (PE) phase of the Traffic Signal Modifications, City Project 15-32, Federal Aid Project No. HSIPL-5282 (046), (the "Project")

RECOMMENDATION:

Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING THE MASTER AGREEMENT, ADMINISTERING AGENCY – STATE AGREEMENT FOR FEDERAL-AID PROJECTS, STATE AGREEMENT NO. 08-5282F15; APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F044 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282F15 WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$295,000 FOR USE OF HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FEDERAL-AID FUNDS FOR TRAFFIC SIGNAL MODIFICATIONS, CITY PROJECT NO. 15-32, FEDERAL-AID PROJECT NO. HSIPL-5282 (046); AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY OF PALM SPRINGS."

ITEM NO. 15

STAFF ANALYSIS:

In April 2015, the state of California Department of Transportation (“Caltrans”) released a call for projects to be funded through “Cycle 7” of the federal Highway Safety Improvement Program (“HSIP”). The HSIP is a federal allocation of funds to Caltrans for implementing traffic safety improvements on local and state highways. In an effort to further improve the safety of the traveling public, the Engineering Services Department submitted to Caltrans an application for HSIP funds to improve 19 different City traffic signal intersections with the latest in traffic safety equipment, including installation of advanced dilemma zone detection and upgrading of ADA curb ramps. The locations of the 19 traffic signal intersections to be improved are identified in Figure 1.

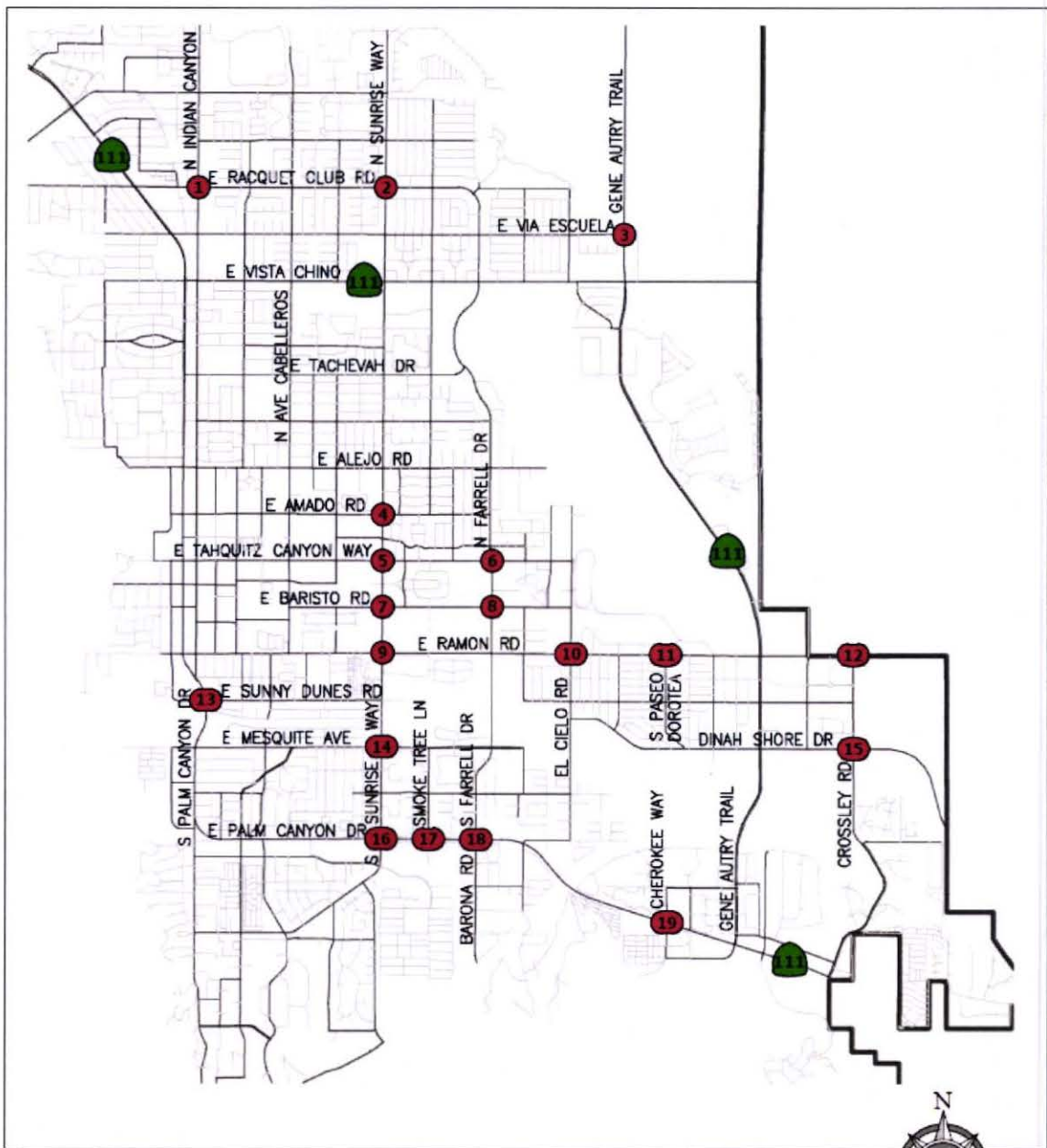


Figure 1

The City's application was among a limited number of 20 projects awarded funding in the Riverside/San Bernardino County area (Caltrans District 8) and 1 of only 182 projects awarded statewide - Palm Springs (1 project), Indio (2 projects) and La Quinta (2 projects) were awarded HSIP funding in the Coachella Valley. The City was awarded the full grant request of \$3,325,200 which is 100% grant funded (requiring no local match) as detailed in the award letter and project listing provided as **Attachment 1**.

As a condition of award, Caltrans now requires agencies to meet key delivery deadlines. The City has received its Authorization to Proceed with Preliminary Engineering, meeting the first of three milestones per the award letter. As part of Authorization for Funding, the City of Palm Springs and the State of California is required to enter into standard agreements in order to receive federal funding.

Master Agreement, Administering Agency-State Agreement for Federal Aid Projects

On November 1, 1978, the City Council approved the original agreement, or "Master Agreement", with the State of California, Department of Transportation (Caltrans), as Agreement No. 1459. This agreement outlined the obligations of the City in its receipt and use of federal funds for transportation projects. As federal and state regulations are changed, provisions in the master agreement must be modified to remain current. The Master Agreement has been revised by the federal government and state of California to incorporate new contract requirements. Revised "Master Agreements" have been approved by the City Council on February 18, 1998, and most recently on January 3, 2007.

Caltrans has submitted a revised Master Agreement No. 08-5282F15, included as **Attachment 2**, to reflect the most recent federal legislation with regard to federal-aid projects. It is necessary for the City to approve the agreement, as submitted, in order to continue receiving and using federal funds on transportation projects.

Program Supplement Agreement – F044

The Master Agreement is amended by each successive use of federal funds on a project, and upon authorization or obligation of the use of federal funds on a project, the City is provided with a "Program Supplement Agreement", or amendment, to the Master Agreement.

In light of the City's authorization to proceed with the Preliminary Engineering phase of the Project using federal HSIP funds, Caltrans has submitted to the City approval of a Program Supplement Agreement No. F044 which will continue to facilitate the City's use of federal funds for the Project. A copy of the Program Supplement Agreement No. F044 is also included in **Attachment 2** that consists of the letter from Caltrans requesting approval of the Master Agreement as well as the Program Supplement Agreement.

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; therefore, the Traffic Signal Modification, City Project No. 15-32, is considered categorically exempt from CEQA,. A Notice of Exemption will be prepared by staff and filed with the Riverside County Clerk.

The Project is funded 100% by federal funds, requiring local oversight by the State of California, Department of Transportation ("Caltrans"). As a federally funded project, the Project is subject to environmental review pursuant to the National Environmental Policy Act ("NEPA"). The successful consultant will be required to obtain the NEPA clearances necessary for the project. The City has issued a request for proposal on September 14, 2016 with a deadline of October 18, 2016, seeking qualified consultants to perform this task as well as providing final design for the Project.

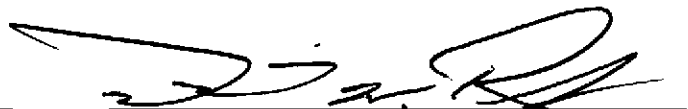
FISCAL IMPACT:

Approval of the revised Master Agreement with Caltrans will continue the City's receipt and use of federal funds for transportation projects. Approval of Program Supplement Agreement No. F044 with Caltrans will formally authorize the disbursement and use of up to \$295,000 in federal-aid funds for the Project. These funds will be allocated to the Capital Project Fund (Fund 261) in Account No. 261-4491-50337.

SUBMITTED:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

1. HSIP Award Letter and Project Listing
2. Master Agreement No. 08-5282F15 and Program Supplement Agreement F044
3. Resolution

ATTACHMENT 1

12/02/2015

Savat Khamphou
Assistant Director of Public Works
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 94553

Dear Mr. Khamphou

Congratulations! The following project which you submitted for Highway Safety Improvement Program (HSIP) Cycle 7 funding, have been selected for implementation:

Unique Project ID	Original Application ID	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-08-015	08-Palm Springs-1	Palm Springs	SCAG	Various intersections (19) throughout the City of Palm Springs.	Modify traffic signal and install advanced dilemma zone detection.	No	\$3,325,200	\$3,325,200

To view the complete statewide project listing, please visit the HSIP website at: http://www.dot.ca.gov/hq/LocalPrograms/HSIP/prev_cycle_results.htm.

In Cycle 7, 182 projects were selected from a pool of 213 applications. All projects competed based on their Benefit Cost Ratio and properly proposed traffic safety countermeasures set forth in the Call for Projects. The selected HSIP projects, totaling \$160.8 million, will utilize the available HSIP programming capacity in the 2016 Federal Statewide Transportation Improvement Plan (FSTIP).

While Caltrans congratulates you on competing successfully for HSIP funding, your agency is expected to expedite the delivery of this safety project(s) wherever practical. For all HSIP projects, Caltrans now requires agencies to meet the following three key delivery deadlines:

1. The deadline for Request Authorization to Proceed with Preliminary Engineering (PE) is September 30, 2016
2. The deadline for Request Authorization to Proceed with Construction (CON) is September 30, 2019
3. FTIP funding for a Cycle-7 project will be de-obligated unless the CON for the project is authorized on or before January 1, 2021

Caltrans will track the delivery of these selected HSIP projects and prepare a quarterly report showing the delivery performance of each project, and this quarterly report will be posted at the website:

http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm

Projects that miss milestones per the HSIP guidelines will be flagged in these reports. If an agency has a flag for late CON authorization, Caltrans will not accept HSIP applications from the agency during future open cycle 'call for projects' unless the flag is removed with an agreeable and acceptable future project CON date.

The Southern California Association of Governments will be informed of each project being approved for funding. Caltrans Headquarters (HQ) staff will work with SCAG to include each project in their next FSTIP Amendment. It is your agency's responsibility to track your Metropolitan Planning Organizations (MPO's) FSTIP Amendments to confirm the Federal Highway Administration (FHWA) approval of your project. Then, your agency may submit a request for authorization (RFA) to begin reimbursable work on the project in accordance with federal-aid project implementation procedures.

Your agency is encouraged to finish your non-reimbursable efforts of completing activities and preparing documents required for your first RFA to proceed with your project. These efforts can and should begin now in anticipation of your project(s) being included in approved FSTIP. Please contact Albert Vergel de Dios to arrange for an on-site field review to evaluate and assess the entire scope of the safety project. A field review form can be found in the Local Assistance Procedures Manual or at the HQ Local Assistance Division website: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.

Given that HSIP safety projects are lump-sum programmed in the FSTIP, it is expected that one or more phases of a project delivery schedule may not match the FFY in the FSTIP. When this occurs, local agencies should file the RFA using the Expedited Project Selection Procedure. More information about the EPSP procedures for delivering HISP safety projects can be found at the HQ Local Assistance Division website: http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm.

If you have further questions, please feel free to contact Albert Vergel de Dios at 909-806-3944, or at Albert.Vergel.de.Dios@dot.ca.gov

Sincerely,


Sean Yeung
Division of Planning
District Local Assistance Engineer

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-01-001	01-County of Humboldt	1	Humboldt County	RURAL	Intersection of Myrtle Ave. & Pennsylvania Ave., on Hams St. at Redwood Acres Fairgrounds, the intersection of Harrison Ave. and Roane Ave. and one location in McKinleyville at Central Ave. and Sutter Rd.	Install Lane Lights at existing un-signalized crosswalks with RRFBs in Myrtle town, and lane lights on the inside of the crosswalk at Central Ave and Sutter Rd. (with no RRFB)	No	\$ 230,000	\$ 227,700
HSIP7-01-002	01-Lake County-1	1	Lake County	RURAL	Along the entire length of Brittle Rock Road, Scotts Valley Road, Seigler Canyon Road and Loch Lomond Road. Along Elk Mountain Road from Main Street to Forest Highway 16N20.	Upgrade warning signs, centerlines, edge-lines and install delineators	No	\$ 462,200	\$ 462,200
HSIP7-02-001	02-Trinity County-1	2	Tnnity County	RURAL	The intersection of State Highway 299 with Glen Road (and future Lance Gulch Road), in Weaverville.	Construct a roundabout	No	\$ 1,159,500	\$ 475,250
HSIP7-02-002	02-Redding-1	2	Redding	SCRTPA	On Hartnell Avenue between Churn Creek Road and Victor Avenue	Provide two mid-block enhanced crossing locations, buffered bike lanes, and provide accessible pedestrian facilities including tightening curb radius and completing sidewalk gaps, and pedestrian signal control equipment	No	\$ 1,914,700	\$ 1,718,700
HSIP7-02-003	02-Shasta County-1	2	Shasta County	SCRTPA	Riverland Drive from Knighton Road to 2 miles south in the unincorporated area of Shasta County	Widen existing roadway by paving shoulders	No	\$ 1,163,000	\$ 1,046,700
HSIP7-03-001	03-Chico-1	3	Chico	BCAG	City of Chico, Nord Ave. Complete Street 1st to 4th. Walnut Street (also known as Nord Ave. to the north and SR-32) between West 1st Street and West 4th Street	Road diet, new buffered bike lanes along Walnut Street, and improved signal hardware at the intersections of Walnut St. and W. 2nd St., and Walnut St. and W. 3rd St.	No	\$ 1,605,500	\$ 1,444,950
HSIP7-03-002	03-Chico-2	3	Chico	BCAG	On Esplanade between Cohasset Rd and Memorial Way	Install emergency vehicles preemptive system along Esplanade. Construct ladder style crosswalks, ADA curb ramps, raised median, and rapid rectangular flashing beacons at W. 8th Ave and Esplanade intersection.	No	\$ 357,700	\$ 357,700
HSIP7-03-003	03-Chico-3	3	Chico	BCAG	Intersections of Nord Ave. (SR-32) and West Sacramento Ave	Convert the intersections from signal control to roundabouts	No	\$ 2,242,400	\$ 2,242,400
HSIP7-03-004	03-Paradise-1	3	Paradise	BCAG	Intersection of Skyway at Black Olive Drive	Install traffic signal	No	\$ 470,900	\$ 470,900
HSIP7-03-005	03-Nevada County-1	3	Nevada County	RURAL	Various road corridors in Western Nevada County. This project includes approximately 130 miles of Major and Minor Collector roadways.	Road Safety and Signing Audit (RSSA) Project. This project proposes to evaluate 1) the existing sign type, locations and sizes per MUTCD, 2) identify missing signs per MUTCD, 3) evaluate sign retroreflectivity, and 4) modify signage accordingly	Yes	\$ 1,120,500	\$ 1,120,500
HSIP7-03-006	03-Nevada County-2	3	Nevada County	RURAL	Various road segments: Alexandra Wy, Alta Sierra Dr, Ball Rd, Brewer Rd, Camie Dr, Dog Bar Rd, E Bennett Rd, E Lime Kiln Rd, Francis Dr, Gary Wy, Karen Dr, La Barr Meadows Rd, Lawrence Wy, Newtown Rd, Norlene Wy, Rattlesnake Rd, Tammy Wy, Tippy Wy.	Provide thermoplastic striping and pavement markers along approximately 30 miles of rural Nevada County Roadways	Yes	\$ 361,900	\$ 361,900
HSIP7-03-007	03-Nevada County-3	3	Nevada County	RURAL	Various curves along: Auburn Rd, Alta Sierra Rd, Bitney Springs Rd, Brunswick Rd, Dog Bar Rd, Greenhorn Rd, La Barr Meadows Rd, Lime Kiln Rd, Magnolia Rd, McCourtney Rd, Ridge Rd, Rough and Ready Rd, You Bet Rd.	Apply High Friction Surface Treatment (HFST) at various curves with high run-off road (hit object) accident rates	Yes	\$ 834,900	\$ 751,410
HSIP7-03-008	03-El Dorado County-1	3	El Dorado County	SACOG	Intersection of Camino Heights Dr and Vista Terra Dr	Roadway widening, construct a roundabout, upgrade drainage facilities.	No	\$ 5,600,000	\$ 3,124,500
HSIP7-03-009	03-Placer County-1	3	Placer County	SACOG	At 19 intersections throughout southwest Placer County.	Installation of lighting, upgraded pavement markings, and flashing beacon improvements	No	\$ 777,400	\$ 777,400
HSIP7-03-010	03-Placerville-1	3	Placerville	SACOG	In El Dorado County, in the City of Placerville, along Broadway from the intersection at Main Street eastward to approximately 1500 Broadway.	Construct sidewalk	No	\$ 755,000	\$ 679,500
HSIP7-03-011	03-Sacramento-1	3	Sacramento	SACOG	11 locations throughout the City of Sacramento.	Install pedestrian refuge islands and rectangular rapid flashing beacons(RRFB) at uncontrolled crosswalks on collector roadways	No	\$ 511,200	\$ 460,080
HSIP7-03-012	03-Sacramento-2	3	Sacramento	SACOG	Six locations throughout the City of Sacramento.	Install advanced dilemma zone loops for the high speed approaches at six existing signalized intersections	No	\$ 415,300	\$ 415,300
HSIP7-03-013	03-Sacramento-3	3	Sacramento	SACOG	Various downtown corridors bounded by Interstate 5, Broadway, Alhambra Boulevard, and C Street, including the intersections of North 16th St/Sproule St-Bealer St and North 16th Street/North B Street.	Install pedestrian countdown signal heads, replace 8" with 12" vehicle signal heads. Install emergency vehicle preemption equipment	No	\$ 3,142,601	\$ 3,142,600

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-03-014	03-Sacramento-4	3	Sacramento	SACOG	Three corridors: On Freeport Bl from Meadowview Rd to Florin Rd, on Rio Linda Bl from North Ave to Claire Ave, and on Meadowview from Amherst to 24th St.	Install street lighting	No	\$ 1,568,500	\$ 1,568,500
HSIP7-03-015	03-Sacramento-5	3	Sacramento	SACOG	Nine locations throughout the City of Sacramento.	Install eight pedestrian hybrid beacons and one pedestrian signal(HAWK) at uncontrolled crosswalks	No	\$ 1,751,300	\$ 1,751,300
HSIP7-03-016	03-Sacramento-6	3	Sacramento	SACOG	Five signalized locations throughout the City of Sacramento.	Install mast arm traffic signals to replace traffic signal heads mounted on pedestals in median	No	\$ 1,348,500	\$ 1,348,500
HSIP7-03-017	03-Sacramento County-1	3	Sacramento County	SACOG	On Auburn Blvd, beginning 200' west of Annadale Lane continuing eastward to Winding Way	Construct sidewalk infill, Class II bike lanes and install a pedestrian Hawk type signal, located near the intersection of Auburn and Annadale Lane	No	\$ 2,044,000	\$ 1,839,600
HSIP7-03-018	03-Sacramento County-2	3	Sacramento County	SACOG	39 Signalized intersections on portions of Winding Way, Walnut Avenue, Marconi Avenue, El Camino Avenue, Elkhorn Boulevard, and Hazel Avenue. Thirty-nine (39) intersections total.	Provide enhanced signal coordination and monitoring by upgrading the signal control equipment to allow for traffic responsive signal coordination	No	\$ 1,536,500	\$ 1,536,500
HSIP7-03-019	03-Sutter County-1	3	Sutter County	SACOG	Acacia Avenue and Pass Road from Butte House Road to Mawson Road.	Replace faded and missing painted edge lines, center lines and pavement markers with upgraded thermoplastic traffic striping and new pavement markers	No	\$ 260,900	\$ 260,900
HSIP7-03-020	03-West Sacramento-1	3	West Sacramento	SACOG	West Capitol Ave from Interstate 80 overpass to Jefferson Blvd and Jefferson Blvd from West Capitol Ave to Park Blvd.	Install bicycle lanes, enhanced crosswalks and lighting	No	\$ 689,000	\$ 602,100
HSIP7-03-021	03-Yolo County-1	3	Yolo County	SACOG	Various locations throughout the County, a systemic application.	Perform Roadway Striping Audit to determine MUTCD compliance, install upgraded centerlines and edge-lines using thermoplastic striping with reflective beads	Yes	\$ 2,763,600	\$ 2,763,600
HSIP7-04-001	04-Benicia-1	4	Benicia	MTC	The intersection of East 5th Street and Vecino Street, and along East 5th Street between I-780 and Vecino Street	Construct a bulb-out and crosswalk with flashing beacons on East 5th Street @ Vecino Street and extend the eastern sidewalk of East 5th Street to I-780 along with adding two new roadway lights	No	\$ 470,600	\$ 423,540
HSIP7-04-002	04-Benicia-2	4	Benicia	MTC	The intersection of Military West, West 7th Street, Carolina Drive, and Buena Vista	Replace traffic signal to add protected lefts on Military West; upgrade five (5) pedestrian crosswalks, and upgrade controller cabinet	No	\$ 281,200	\$ 253,080
HSIP7-04-003	04-City of San Leandro-1	4	City of San Leandro	MTC	The intersection of Davis Street with Carpenter Street	Install pedestrian activated or HAWK signal, accessible pedestrian signal equipment; improve street lighting features and signing & striping for crosswalks; and upgrade disabled curb ramps	No	\$ 299,300	\$ 254,405
HSIP7-04-004	04-Contra Costa County-1	4	Contra Costa County	MTC	Various roadways located in the unincorporated Bay Point area	Bay Point Sign Upgrade Project: Replacement of existing regulatory and warning signs	No	\$ 479,900	\$ 479,900
HSIP7-04-005	04-Contra Costa County-2	4	Contra Costa County	MTC	On San Pablo Dam Road between Appian Way and Clark Road, within the unincorporated El Sobrante area.	Construct curb, gutter, and sidewalk	No	\$ 906,300	\$ 613,920
HSIP7-04-006	04-Contra Costa County-3	4	Contra Costa County	MTC	Byron Highway between Byron Hot Springs Road and Contra Costa/Alameda County Line, within the unincorporated Byron area.	Restripe centerline with double yellow no passing lines, install centerline rumble strips, and upgrade signs	No	\$ 515,000	\$ 515,000
HSIP7-04-007	04-Contra Costa County-4	4	Contra Costa County	MTC	Located on Marsh Creek Road between the city limits of Clayton and Brentwood. The project length is approximately 14 miles.	Install centerline rumble stripe/stripes; Add lighting at Deer Valley Road and Marsh Creek Road intersection	No	\$ 1,268,000	\$ 1,268,000
HSIP7-04-008	04-Fremont-1	4	Fremont	MTC	On Washington Boulevard from Fremont Boulevard to Interstate 680	Construct curb bulb-out with rectangular rapid flashing beacons(RRFB), install buffered bike lane striping, radar feedback signs, and APS/countdown pedestrian signal heads	No	\$ 517,600	\$ 465,840
HSIP7-04-009	04-Lafayette-1	4	Lafayette	MTC	On southbound Taylor Boulevard near Pleasant Hill Road	Install guard rail/median barrier and high-friction surface treatment	No	\$ 111,500	\$ 100,350
HSIP7-04-010	04-Marin County-1	4	Marin County	MTC	Lucas Valley Road at PM 5.08	Improve roadway curve alignment at Mile Post 5.08	No	\$ 1,350,000	\$ 1,207,500
HSIP7-04-011	04-Marin County-2	4	Marin County	MTC	Arterials and rural collector roadways	Sign inventory, roadway safety sign audit and signing upgrade project	No	\$ 605,000	\$ 544,500

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-04-012	04-Marin County-3	4	Marin County	MTC	Panoramic Highway between Mile Post 6.7 and 8.8	Install guardrail (1500 ft.) and install additional curve warning and chevron signs	No	\$ 482,600	\$ 434,340
HSIP7-04-013	04-Marin County-4	4	Marin County	MTC	Sir Francis Drake Boulevard between Mile Post 8.60 and 9.53	Install dynamic variable speed warning signs at two locations for the downhill traffic, additional curve warning signs and skid resistant pavement resurfacing	No	\$ 1,183,000	\$ 1,064,700
HSIP7-04-014	04-Oakland-1	4	Oakland	MTC	Telegraph Avenue corridor between 29th Street and 45th Street	Stripe and sign road diet with buffered bike lanes between 29th and 41st Sts; install signal modifications at 29th and 45th Sts; install uncontrolled crosswalk enhancements, painted bulb-outs, and painted median refuges	No	\$ 1,493,900	\$ 1,344,510
HSIP7-04-015	04-Oakland-2	4	Oakland	MTC	Market Street between 4th and 7th Sts & 18 to 19 Sts; Intersections at Market St at 14, 16, 21 Sts; San Pablo Avenue at 32, Brockhurst, and 34 Sts	Stripe and sign bike improvements on Market between 4-7 Sts and 18-19 Sts; install uncontrolled crosswalk enhancements, such as RRFBs, ladder striping, raised bulb-outs, and raised median refuges at multiple locations	No	\$ 1,584,300	\$ 1,425,870
HSIP7-04-016	04-Oakland-3	4	Oakland	MTC	Shattuck Avenue at 49 St, 51St, 59th St, Alacraz Ave, Claremont Avenue between Telegraph Avenue and Clifton Street	Sign and stripe road diet with bike lanes on Claremont; uncontrolled crosswalk enhancements with ladder crosswalk, RRFBs, bulb-out, and/or median refuges at multiple locations; protected left-turn at Shattuck/Alacraz	No	\$ 1,580,100	\$ 1,404,090
HSIP7-04-017	04-Oakland-4	4	Oakland	MTC	Signalized intersections in Downtown: 10th/Oak, 10th/Jackson, 10th/Hanson, 11th/Jackson, 11th/Harrison, 12th/Franklin, 12th Ped Signal, 13th/Franklin, 17th/Franklin, 19th/Franklin	Upgrade existing deficient signals for pedestrian safety to include countdown signals accessible pedestrian signals	No	\$ 565,600	\$ 509,040
HSIP7-04-018	04-Pittsburg-1	4	Pittsburg	MTC	On West Leland Road Corridor between Railroad Avenue and Montevideo Drive	Install dynamic/variable speed warning signs and centerline rumble strips	No	\$ 376,800	\$ 376,800
HSIP7-04-019	04-Pittsburg-2	4	Pittsburg	MTC	9 signalized intersections on West Leland Road Corridor between Railroad Avenue and Bailey Road and 2 signalized intersections on Railroad/California Ave, and E. Leland and Lovelidge Ave	Provide protected left turn and raised pavement markers and striping through intersection	No	\$ 265,900	\$ 265,900
HSIP7-04-020	04-Pittsburg-3	4	Pittsburg	MTC	On West Leland Road Corridor between Railroad Avenue and Bailey Road	Provide High Friction Surface Treatment at 3 curves and 2 intersection approaches on West Leland Corridor	No	\$ 608,800	\$ 547,920
HSIP7-04-021	04-San Francisco-1	4	San Francisco	MTC	Up to 345 intersections at various locations in the northeast quadrant of San Francisco.	The project will retime up to 345 traffic signals in the northeast quadrant of San Francisco, which includes 251 intersections in the North of Market (NOMA) area and 94 intersections in the South of Market (SOMA) area	No	\$ 3,741,900	\$ 3,741,800
HSIP7-04-022	04-San Jose-1	4	San Jose	MTC	On McLaughlin Avenue between Interstate 280 and Capitol Expressway.	Install flashing beacons, bulb-outs, enhanced crosswalks, median island, additional streetlights, and general improvements	No	\$ 2,793,300	\$ 2,513,970
HSIP7-04-023	04-Suisun City-1	4	Suisun City	MTC	1) Sunset Avenue between Highway 12 and a point approximately 300 feet north of Railroad Avenue East 2) Walters Road between Highway 12 and E. Tabor Avenue.	Install traffic signal post with left turn arrow, and widen the Railroad Avenue East approach. Replace existing pedestrian head modules with pedestrian head modules that include walking countdown sequence. Install Signal Ahead advance warning signs	No	\$ 249,000	\$ 224,100
HSIP7-04-024	04-Suisun City-2	4	Suisun City	MTC	Eastbound State Route 12 between Pennsylvania Avenue and Marina Boulevard.	Installation of advance warning beacon system with controller and vehicle detection devices	No	\$ 180,000	\$ 182,000
HSIP7-04-025	04-Sunnyvale-1	4	Sunnyvale	MTC	Intersection of Mathilda Avenue and India Way in the City of Sunnyvale.	Modify traffic signals to convert existing pedestal-mounted traffic signals to mast arm, installation of countdown pedestrian signals for all approaches and installation of left turn lanes and phase	No	\$ 500,000	\$ 450,000
HSIP7-04-026	04-Sunnyvale-2	4	Sunnyvale	MTC	Intersection of West Remington Drive at Michelangelo Drive	Install pedestrian crossing with enhanced safety features (In-Roadway Warning Lights Pedestrian System); upgrade warning and regulatory signs, and installation/upgrade intersection lighting	No	\$ 214,700	\$ 214,700
HSIP7-04-027	04-Union City-1	4	Union City	MTC	Intersections of Whipple Road/Central Avenue and Decoto Road/Perry Road.	Upgrade visibility/safety of existing traffic signals by removal of pedestal mounted signal heads, install new mast arms to accommodate additional signal head installation, install new street lights on the mast arm poles and related improvements	No	\$ 437,700	\$ 437,700
HSIP7-05-001	05-Monterey County-1	5	Monterey County	AMBAG	Various locations throughout the County.	Conduct a Roadway Safety Signing and Striping Audit on approximately 250 miles of County roads. Based on the the audit findings replace or relocate existing signs, install new signs, and replace existing striping with detail 22 where warranted	No	\$ 3,222,200	\$ 3,222,200
HSIP7-05-002	05-Salinas-1	5	Salinas	AMBAG	Alisal St between Blanco St and Front St	Install left-turn lane and add turn phase at four intersections with no left-turn lane or left-turn phase, provide protected left-turn phase for three intersections with left-turn lane but no left-turn phase, and conduct road diet	No	\$ 2,600,100	\$ 2,340,090

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPD	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-05-003	05-Salinas-2	5	Salinas	AMBAG	N Main St between Chaparral St and Navajo Dr	Install a traffic signal, and a median opening to allow Main St and restrict Chaparral Left-turn	No	\$ 850,900	\$ 585,810
HSIP7-05-004	05-Santa Cruz-1	5	Santa Cruz	AMBAG	Bay Street between Escalona Drive and King Street	Sidewalk completion on the west side of Bay Street	No	\$ 627,700	\$ 564,930
HSIP7-05-005	05-Santa Cruz-2	5	Santa Cruz	AMBAG	Bay Street between Escalona Drive and King Street	Protected left turn phase at Bay Street/King Street and segment lighting on Bay Street between Escalona Drive and King Street	No	\$ 338,900	\$ 336,900
HSIP7-05-006	05-Santa Cruz County-1	5	Santa Cruz County	AMBAG	On La Madrona Drive 0.2 miles south of Silverwood Drive (PM 1.82) and at La Madrona Drive near Via Vinca (PM 1.32).	Install guardrail	No	\$ 320,000	\$ 320,000
HSIP7-05-007	05-Goleta-1	5	Goleta	SBCAG	Uncontrolled pedestrian crossings at the intersections of Hollister Avenue and Chapel Street and Calle Real and Kingston Avenue	Installation of pedestrian crosswalk improvements consisting of Rectangular Rapid Flashing Beacons (RRFBs) at Hollister and Chapel and a Pedestrian Hybrid Beacon (HAWK signal) at Calle Real and Kingston Ave.	No	\$ 264,200	\$ 237,780
HSIP7-05-008	05-Santa Barbara-1	5	Santa Barbara	SBCAG	23 signalized intersections within the City of Santa Barbara	Increasing head size from 8" to 12"	No	\$ 215,800	\$ 194,220
HSIP7-05-009	05-Santa Barbara-2	5	Santa Barbara	SBCAG	Intersections of: 1) Carpinteria Street at Volunterio Street; 2) Alamar Avenue at Puesta Del Sol; 3) La Cumbre Road and Calle Cita.	Provide enhanced crosswalk features at three school crossings. Enhancements vary by site, but include curb extensions, street lighting, and rectangular rapid flashing beacons	No	\$ 597,100	\$ 537,300
HSIP7-05-010	05-Santa Maria-1	5	Santa Maria	SBCAG	N. Blosser Rd (From W. Taylor St. to Atlantic Ave.)	Construct a central median barrier and complete the road diet feature at N. Blosser Rd. (between W. Taylor St. & Atlantic Ave)	No	\$ 784,800	\$ 667,080
HSIP7-05-011	05-Santa Maria-2	5	Santa Maria	SBCAG	N. Broadway (SR-135) between Main St. (SR-166) and Mill St.	Remove part of existing median & replace with extended left turn lane, new striping and PCC median extension	No	\$ 132,200	\$ 112,370
HSIP7-05-012	05-Pismo Beach-1	5	Pismo Beach	SLOCOG	AUS 101 Southbound Ramps / Five Cities Drive	Install protected left turn phase; install traffic signal poles; LED signal hardware; LED ped. countdown signals; a crosswalk; constructs new curb, gutter, sidewalk, & curb ramp	No	\$ 181,400	\$ 163,260
HSIP7-05-013	05-San Luis Obispo County-1	5	San Luis Obispo County	SLOCOG	Various curves throughout the unincorporated areas of San Luis Obispo County: Buckley Rd, Corbett Canyon Rd, Creston Rd, Division St, El Camino Real, El Pomar Dr, Higuera St, Hulston Rd, Los Berros Rd, Orchard Ave, Valley Rd, and Vineyard Dr.	Install 19 dynamic speed warning sign assemblies	No	\$ 455,300	\$ 423,288
HSIP7-06-001	06-Fresno-1	6	Fresno	COFCG	Intersection of Chestnut Avenue and Shields Avenue	Installation of protected left-turn phasing at the intersection of Chestnut Avenue and Shields Avenue	No	\$ 587,300	\$ 471,510
HSIP7-06-002	06-Fresno-2	6	Fresno	COFCG	The intersection of Belmont Avenue and Fulton Street	Modification of the existing traffic signal including the installation of an additional mast arm, traffic signal and pedestrian heads, and equipment upgrades	No	\$ 514,800	\$ 463,320
HSIP7-06-003	06-Fresno County-1	6	Fresno County	COFCG	Various roads in the area west of Interstate 5 and east of the Friant-Kern Canal	Install no passing striping in lieu of existing dashed striping to comply with MUTCD and upgrade other pavement markings and striping	Yes	\$ 1,491,800	\$ 1,342,620
HSIP7-06-004	06-Bakersfield-1	6	Bakersfield	KCOG	Various Locations - 62 signalized intersections within the north east portion of the City of Bakersfield	Install pedestrian countdown head at each signalized intersection	No	\$ 194,000	\$ 174,600
HSIP7-06-005	06-Bakersfield-2	6	Bakersfield	KCOG	Various Locations - 50 signalized intersections within the south east portion of the City of Bakersfield	Install pedestrian countdown head at each signalized intersection	No	\$ 168,000	\$ 151,200
HSIP7-06-006	06-Delano-1	6	Delano	KCOG	32 non-signalized crosswalk locations throughout the City of Delano.	Install pedestrian actuated warning systems; Install Advanced Yield Markings, and Install Pedestrian Crossing Signs	No	\$ 437,900	\$ 437,900
HSIP7-06-007	06-Kern County-1	6	Kern County	KCOG	South Union Ave between Taft Highway and Ming Avenue.	Construct left turn channelization	No	\$ 1,134,300	\$ 1,020,870
HSIP7-06-008	06-Shafter-1	6	Shafter	KCOG	Leardo Highway between Cherry Ave. and Zerker Rd.	Install guardrail	No	\$ 1,081,800	\$ 1,081,800

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-06-009	06-Wasco-1	6	Wasco	KCOG	Various locations within the Wasco city limits	Roadway Safety Sign Audit and sign upgrade/installation project	No	\$ 143,900	\$ 143,900
HSIP7-06-010	06-City of Madera-1	6	City of Madera	MCTC	Sunset Avenue from Granada Avenue to Foster Avenue	The proposed project will install pedestrian medians and ADA compliant sidewalks	No	\$ 345,100	\$ 310,590
HSIP7-06-011	06-Porterville-1	6	Porterville	TCAG	Olive Avenue & Newcomb Street Intersection	Replace existing traffic signal. Add NB/SB protected LT phasing; Add mast arm mounted LT heads for EB/WB. Modify median noses, add ADA ramps at all corners, add crosswalks on south and west legs, add/modify signs, install APS signal.	No	\$ 444,800	\$ 400,320
HSIP7-06-012	06-Tulare County-1	6	Tulare County	TCAG	Worth Drive (M 146) between Road 278 and Road Road 284, located on the east side of the County near Porterville	Install guardrails, and centerline rumble strips/stripes, improve signs and striping	No	\$ 423,000	\$ 423,000
HSIP7-06-013	06-Tulare County-2	6	Tulare County	TCAG	At various intersections on Avenue 328 between Road 108 and Road 156 (Ivanhoe).	Installation left turn pockets	Yes	\$ 1,474,000	\$ 1,326,600
HSIP7-06-014	06-Tulare County-3	6	Tulare County	TCAG	On Avenue 232 from Road 36 to Road 76 (Palm St.)	Installation of six (6) left turn lanes in selected intersections, and install edge line rumble strips/stripes	Yes	\$ 1,422,000	\$ 1,279,800
HSIP7-07-001	07-Bell-1	7	Bell	SCAG	Various intersections in the City of Bell, principally on Atlantic Avenue, Florence Avenue and Gage Avenue	Installation of pedestrian countdown signal heads and upgrading pedestrian ramps to ADA standards	No	\$ 165,000	\$ 148,500
HSIP7-07-002	07-Carson-1	7	Carson	SCAG	Intersection of 190th St/Victoria Ave and Figueroa St	Install Protected Left Turns, Upgrade Signal Hardware, Improve Curb Ramps, install countdown pedestrian heads, upgrade APS	No	\$ 202,400	\$ 202,400
HSIP7-07-003	07-Cerritos-1	7	Cerritos	SCAG	Bloomfield Avenue & 168th Street in the City of Cerritos	Modification of the existing traffic signal from a protective-permissive signal to a fully protected signal	No	\$ 360,000	\$ 380,000
HSIP7-07-004	07-Commerce-1	7	Commerce	SCAG	Signalized intersections on the following corridors: Eastern Ave from Randolph St to Stevens Pl; Telegraph Rd from Garfield to Atlantic Blvd, Atlantic from Ferguson Dr to Sheila St; Garfield from Flotilla to Randolph St; Stauson from Eastern to Gage.	Upgrade traffic interconnected system at 39 intersections	No	\$ 1,039,200	\$ 935,280
HSIP7-07-005	07-Compton-1	7	Compton	SCAG	Compton Boulevard, from Willowbrook Avenue to eastern City limits.	Installation of raised medians and Class II bicycle lanes	No	\$ 1,928,400	\$ 1,691,098
HSIP7-07-006	07-Cudahy-1	7	Cudahy	SCAG	Along Salt Lake Ave between Walnut St & Patata St/Atlantic Ave.	Installation of pedestrian safety enhancements (advisory signage, crossings)	No	\$ 398,500	\$ 363,180
HSIP7-07-007	07-Culver City-1	7	Culver City	SCAG	Twelve signalized intersections on the arterial network throughout the city: 2 on Sepulveda Blvd; 7 on Washington Blvd; 1 on Washington Pl; 1 on Culver Blvd; and 1 on Green Valley Circle.	Replace existing permissive left-turn movements with protected/permissive left-turn phases (including new signal standards, mast arms, indications, detection, wiring, and controller upgrades)	No	\$ 2,083,300	\$ 2,083,300
HSIP7-07-008	07-Downey-1	7	Downey	SCAG	Paramount Boulevard - Gardendale Street to Telegraph Road	Traffic signal upgrades: Fiber optic cable, new controllers, signal hardware, equipment, intersection pedestrian countdown signal heads, safety lighting	No	\$ 1,926,300	\$ 1,926,300
HSIP7-07-009	07-Downey-2	7	Downey	SCAG	Stewart and Gray - Old River School Road to Firestone Boulevard	Traffic signal upgrades: Fiber optic cable, new controllers, appurtenant equipment, intersection pedestrian countdown signal heads, safety lighting	No	\$ 2,029,800	\$ 2,029,800
HSIP7-07-010	07-Hawthorne-1	7	Hawthorne	SCAG	1.3 mile section of 120th Street from Prairie Avenue to Felton Avenue	Traffic signal upgrades (upgrade signals, controllers and detection) and coordination at eight signalized intersections and improve crossings and signage at spot locations in the corridor	No	\$ 1,500,800	\$ 1,305,800
HSIP7-07-011	07-La Verne-1	7	La Verne	SCAG	Foothill Boulevard (State Route 66) Corridor (1.5 miles) from Damien Ave. in the west to Towne Center Dr. in the east Wheeler Avenue, Emerald Avenue and Fruit Street/White Avenue	Installation of larger signal heads, signal masts & reflective back plates at 3 major intersections, left turn signal phase at Foothill Blvd./Emerald Ave., and installation of pedestrian countdown signals at 8 intersections	No	\$ 409,200	\$ 409,200
HSIP7-07-012	07-Lancaster-1	7	Lancaster	SCAG	10th Street West from Lancaster Boulevard to Avenue J, Avenue J from 10th Street West to Challenger Way	Construct sidewalk, curb and gutter and curb ramps, install new striping to accommodate new bike lanes and some on-street parking. Construct mid-block crossings and median refuge islands.	No	\$ 2,729,700	\$ 2,456,730

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-07-013	07-Los Angeles-1	7	Los Angeles	SCAG	Citywide list of 26 locations starting with Adams Bl & West View St; Avalon Bl & 90th St; Avalon Bl & 97th St, etc.	Install rectangular rapid flashing beacons (RRFBs) at uncontrolled locations.	No	\$ 4,140,800	\$ 3,726,720
HSIP7-07-014	07-Los Angeles-2	7	Los Angeles	SCAG	17 locations in City of LA. Manchester Av at Normandie, Hoover, Vermont & Broadway, Imperial & Figueroa, Carson & Western, Victory at Laurel Cyn & Coldwater Cyn, Crenshaw & Stocker, MLK & Vermont, Lincoln & Rose, Arroyo/Rinaldi/118 Fwy	Modify traffic signals by installing turn phasing, upgrading signal indication sizes, install audible pedestrian devices	No	\$ 4,496,900	\$ 4,496,900
HSIP7-07-015	07-Los Angeles-4	7	Los Angeles	SCAG	Crenshaw Boulevard from Florence Avenue to 79th Street	Construct raised medians, and curb extensions, install rectangular rapid flashing beacons, modify signals	No	\$ 3,000,000	\$ 1,776,380
HSIP7-07-016	07-Montebello-1	7	Montebello	SCAG	The intersection of Via Campo and Findlay Avenue	Upgrade traffic signal hardware, lenses, back-plates, mounting, size, number, signal timing in terms of phases, red, yellow, flashing-don't walk, green interval, coordination, and remove existing K-rail	No	\$ 300,000	\$ 300,000
HSIP7-07-017	07-Montebello-2	7	Montebello	SCAG	The intersection of Garfield Avenue and Whittier Boulevard	Upgrade the signal operation by installing protected-permissive left-turn signal phase for all four (4) directions	No	\$ 360,000	\$ 360,000
HSIP7-07-018	07-Montebello-3	7	Montebello	SCAG	The intersection of Garfield Avenue and Via Campo	Upgrade signal hardware and improve signal timing	No	\$ 200,000	\$ 200,000
HSIP7-07-019	07-Monterey Park-1	7	Monterey Park	SCAG	Three downtown intersections in Monterey Park; Garfield Ave & Hellman Ave, Garfield Ave & Emerson Ave, and Alhambra Ave & Hellman Ave with Almansor St	Improve signal timing at 3 downtown intersections. Add Left turn phase to 2 intersections. Add Left turn lane and phase at 1 intersection. Improve signal hardware at 2 of them and install pedestrian countdown signal heads at all 3	No	\$ 328,600	\$ 312,160
HSIP7-07-020	07-Norwalk-1	7	Norwalk	SCAG	Alondra Boulevard between Pioma Avenue and Shoemaker Avenue	Traffic signal upgrades including fiber optic cable, new controllers, signal head upgrades, pedestrian countdown signal heads, and new traffic poles	No	\$ 1,155,000	\$ 1,155,000
HSIP7-07-021	07-Norwalk-2	7	Norwalk	SCAG	Firestone Boulevard between West City Limits (Interstate 605) and Rosecrans Ave (Interstate 5)	Traffic signal upgrades: fiber optic cable, new controllers, appurtenant equipment and intersection pedestrian countdown signal heads	No	\$ 1,502,200	\$ 1,502,200
HSIP7-07-022	07-Norwalk-3	7	Norwalk	SCAG	Studebaker Road between Rosecrans Avenue and Cecilia Street	Traffic signal upgrades: fiber optic cable, new controllers, appurtenant equipment and intersection pedestrian countdown signal heads	No	\$ 1,125,300	\$ 1,125,300
HSIP7-07-023	07-Oxnard-1	7	Oxnard	SCAG	All 5 intersections along Saviers Road, and the intersection of Oxnard Boulevard and Fifth Street in the city of Oxnard.	Install intersection lighting and convert signal to mast arm	No	\$ 885,500	\$ 869,780
HSIP7-07-024	07-Pico Rivera-1	7	Pico Rivera	SCAG	A total of 19 high capacity intersections located along Beverly Boulevard, Paramount Boulevard, Rosemead Boulevard, Slauson Avenue and Whittier Boulevard in the City of Pico Rivera	Install signal hardware (12" LED lenses, backplates, signal timing/emergency vehicle preemption upgrades) & pedestrian countdown signal heads	No	\$ 853,100	\$ 853,100
HSIP7-07-025	07-Rosemead-1	7	Rosemead	SCAG	At the intersection of Mission Drive Ave.	Install pedestrian HAWK system	No	\$ 241,300	\$ 241,300
HSIP7-07-026	07-San Fernando-1	7	San Fernando	SCAG	Glen Oaks Boulevard, from Hubbard St. in the west (western city limit) and Arroyo St. in east (eastern city limit)	Install protective left turn phasing at intersections, installation of raised medians at approaches, and the improvement of signal hardware	No	\$ 1,380,400	\$ 1,380,400
HSIP7-07-027	07-San Gabriel-1	7	San Gabriel	SCAG	Project location is in the City of San Gabriel, which included 4 spot location improvements at the intersections of Las Tunas Dr/Mission Drive, Las Tunas Dr/Del Mar Ave, Las Tunas Dr/Country Club Dr, & San Gabriel Blvd/Live Oak St.	Installation of safety enhancements (ex: left turn phasing, RRFB, at existing uncontrolled crosswalks)	No	\$ 569,800	\$ 569,800
HSIP7-07-028	07-Santa Clarita-1	7	Santa Clarita	SCAG	Intersections of Copper Hill Drive/Copperstone Drive, McBean Parkway/Summerhill Lane, and Soledad Canyon Road/Gaiky Avenue in the City of Santa Clarita	Modify existing raised medians on major streets to create directional openings to restrict left-turns from the minor street.	No	\$ 263,400	\$ 204,660
HSIP7-07-029	07-Santa Clarita-2	7	Santa Clarita	SCAG	Intersection of Seco Canyon Road and Garzota Drive in the City of Santa Clarita	Modify existing signal traffic controls to provide protected left-turn phase for northbound and southbound left-turn movements.	No	\$ 211,300	\$ 200,800
HSIP7-07-030	07-South El Monte-1	7	South El Monte	SCAG	The intersection of Santa Anita Avenue and Klingerman Street	Provide protected left turn phases on Santa Anita Avenue as well as convert signals to mast arms on the Klingerman Street approaches at the Santa Anita Avenue and Klingerman Street intersection.	No	\$ 231,700	\$ 208,530

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-07-031	07-South El Monte-2	7	South El Monte	SCAG	The intersection of Santa Anita Avenue and Rush Street	Provide protected left turn phases	No	\$ 234,300	\$ 210,870
HSIP7-07-032	07-South El Monte-3	7	South El Monte	SCAG	The intersection of Santa Anita Avenue and Central Avenue	Installation of protected left turn phases	No	\$ 131,000	\$ 117,900
HSIP7-07-033	07-South Gate-1	7	South Gate	SCAG	On Garfield Avenue between Southern Avenue and Howery Street	Construct raised center median	No	\$ 1,710,700	\$ 1,539,630
HSIP7-07-034	07-South Pasadena-2	7	South Pasadena	SCAG	On Fair Oaks Avenue between Huntington Drive and Hope Street.	Improve signal timing on Fair Oaks Avenue between Huntington Drive and Hope Street. Provide software updates to existing signal controllers. Implement advance loop detection on Fair Oaks Avenue.	No	\$ 315,900	\$ 315,900
HSIP7-07-035	07-Ventura County-1	7	Ventura County	SCAG	The project is located in the unincorporated area of Ventura County known as the Yerba Buena Area on Yerba Buena Road, Deer Creek Road, Pacific View Road, and Cothran Road.	Install 12,000 lf of guardrail at various locations on four roadways	No	\$ 1,370,000	\$ 1,370,000
HSIP7-08-001	08-Twenty-nine Palms-1	8	Twenty-nine Palms	SBCAG	State Route 82 between Encelia Avenue and Larrea Avenue (approximately 0.6 miles).	Install sidewalk infrastructure on the south side of the highway and across a culvert. Pedestrian crossing signage and high-visibility crosswalk pavement markings will be installed at Encelia and Larrea Avenues.	No	\$ 783,900	\$ 606,510
HSIP7-08-002	08-City of Riverside-1	8	City of Riverside	SCAG	Various Locations throughout the City	Install High Friction Surface Treatment at five Locations, Construct 2 HAWK Signals, deploy new signal timing plans for 35 traffic signals in the Downtown Area	No	\$ 1,291,800	\$ 1,098,030
HSIP7-08-003	08-Fontana-1	8	Fontana	SCAG	Ten signalized intersections along Sierra Avenue from Valley Blvd. to Arrow Blvd	Implementing an adaptive traffic management system "ATMS" along ten (10) signalized intersection arterial	No	\$ 400,000	\$ 400,000
HSIP7-08-004	08-Hesperia-1	8	Hesperia	SCAG	On Main Street at Balsam Avenue	Construct raised curb island median, install street lighting, and improve signing and striping	No	\$ 232,300	\$ 209,070
HSIP7-08-005	08-Indio-1	8	Indio	SCAG	Intersection of Doctor Carreon Boulevard and Oasis Street	Replace existing permissive left-turn phases and signal heads with protected left-turn phases and signal heads on existing poles with larger mast arms.	No	\$ 105,000	\$ 100,000
HSIP7-08-006	08-Indio-2	8	Indio	SCAG	On Monroe Street at 11 intersections from Oleander Avenue to Comet Lane.	To improve signal timing (coordination, phases, red, yellow, or operation)	No	\$ 378,800	\$ 368,800
HSIP7-08-007	08-Jurupa Valley-1	8	Jurupa Valley	SCAG	Intersections in a 1.41 mile segment of Pedley Road from Jurupa Road on the north to 60th Street on the south.	Add left-turn lanes to 7 unsignalized intersection along Pedley Road and modify storm drain under-crossings by relocating headwalls away from the travel lanes and adding guardrails at the headwall abutments	No	\$ 1,300,900	\$ 1,170,810
HSIP7-08-008	08-La Quinta-1	8	La Quinta	SCAG	Various streets throughout the City of La Quinta	Upgrade traffic signal interconnect network including the installation of new fiber optic interconnect, replacing existing wired interconnect with fiber optic cables and all contingent work to improve signal timing and coordination.	No	\$ 1,971,000	\$ 1,971,000
HSIP7-08-009	08-La Quinta-2	8	La Quinta	SCAG	Various Intersections throughout the City of La Quinta	Upgrade all intersection safety lighting and street name signs to more visible LED type and upgrade the traffic signal cabinet at 8 intersections and cabinet controller at 15 intersections.	No	\$ 1,260,400	\$ 1,134,300
HSIP7-08-010	08-Menifee-1	8	Menifee	SCAG	Signalized intersections on the following corridors on the west side of Menifee: McCall Blvd, Murrieta Road, Newport Rd, Goetz Rd, La Piedra Rd, Haun Rd, Normandy Rd, and Sun City Blvd.	Install wireless interconnect system including radios, controllers, and related communication equipment upgrades to improve safety and operations via optimized traffic signal timing coordination.	No	\$ 511,700	\$ 486,700
HSIP7-08-011	08-Menifee-2	8	Menifee	SCAG	Signalized intersections on the following corridors on the east side of Menifee: Menifee Rd, Briggs Rd, McCall Blvd, Newport Rd, Lindenberg Rd, Antelope Rd, Holland Rd, and Scott Rd.	Install wireless interconnect system including radios and related communication equipment upgrade to improve safety and operations via optimized traffic signal timing coordination.	No	\$ 509,900	\$ 484,900
HSIP7-08-012	08-Moreno Valley-1	8	Moreno Valley	SCAG	65 signalized intersections citywide	Install advanced dilemma zone detection systems	No	\$ 3,841,900	\$ 3,841,900
HSIP7-08-013	08-Moreno Valley-2	8	Moreno Valley	SCAG	Kitching Street between Sunnymead Boulevard and Alessandro Boulevard	Conduct Road Safety Audit and implement eligible recommended improvements	No	\$ 140,000	\$ 140,000

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-08-014	08-Moreno Valley-3	8	Moreno Valley	SCAG	Ironwood Avenue from 500' west of Lasselle Street to Nason Street	Conduct Road Safety Audit and implement eligible recommended improvements	No	\$ 350,000	\$ 350,000
HSIP7-08-015	08-Palm Springs-1	8	Palm Springs	SCAG	Various intersections (18) throughout the City of Palm Springs.	Modify traffic signal and install advanced dilemma zone detection.	No	\$ 3,325,200	\$ 3,325,200
HSIP7-08-016	08-Redlands-1	8	Redlands	SCAG	Redlands Blvd (at the intersections of State, Ninth, Sawden and Fifth) Cajon Street (Vine Street)Orange Street (Shoppers Lane)Citrus Avenue (Central Avenue)	Install rectangular rapid flashing beacons	No	\$ 300,300	\$ 270,270
HSIP7-08-017	08-Rialto-1	8	Rialto	SCAG	On Merrill Ave from East City Limits to West City Limits, and South Riverside Ave from Slover Ave to Aqua Mansa Rd.	Install 4.5 miles of Class II bike lanes	No	\$ 218,000	\$ 196,200
HSIP7-08-018	08-Riverside County-1	8	Riverside County	SCAG	The proposed project is located on Cajalco Road, between a point approx. 1,000' west of Brown Street and a approx. point 1,000' east of Day Street, in the Perris area of Unincorporated Riverside County.	Roadway improvements to accommodate a two-way left-turn lane, traffic signal modifications	No	\$ 4,789,400	\$ 3,680,460
HSIP7-08-019	08-Riverside County-2	8	Riverside County	SCAG	Project is located at 2 separate locations: Harrison St between 54th Ave and 81st Ave (Thermal area), and San Timoteo Canyon Rd between Redlands Blvd and the City of Beaumont limits (Moreno Valley area).	Conduct a Roadway Safety Audit, install centerline rumble strips, upgrade painted edgeline with thermoplastic striping, and install/upgrade signs with new fluorescent sheeting (regulatory or warning)	No	\$ 985,801	\$ 887,220
HSIP7-08-020	08-Temecula-1	8	Temecula	SCAG	Signalized intersections along the following corridors within the City Limits: Winchester Road, Rancho California Road, and Temecula Parkway.	Install fiber optic communication system upgrades including: conduit, cable, controllers and related communication equipment to improve safety and operations via optimized traffic signal timing coordination	No	\$ 1,321,200	\$ 1,208,200
HSIP7-09-001	09-Inyo County-1	9	Inyo County	RURAL	Panamint Valley Rd, State Line Rd, Trona Wildrose Rd, and Old Spanish Trail Highway.	Installation of edge lines for 77.8 miles on 4 rural major collectors and installation of edge rumble strips on 5.2 miles of State Line Rd.	No	\$ 863,100	\$ 598,790
HSIP7-10-001	10-Atwater-1	10	Atwater	MCAG	The intersection of Shaffer Road with Juniper Avenue	Replace existing permissive left turn phasing for Juniper Avenue with protective left turn phasing (split phasing); install ADA complaint ramps, high visibility x-walks & ADA compliant ped push buttons; and modify the signing and striping	No	\$ 183,000	\$ 164,700
HSIP7-10-002	10-Merced County-1	10	Merced County	MCAG	Project is located in the unincorporated Community of Planada at the intersection of Santa Fe Avenue at Childs Avenue and the adjacent Childs Avenue crossing of the BNSF Railroad.	Install pedestrian exclusionary fence along the BNSF railroad tracks, sidewalk, an at-grade pedestrian crossing of the BNSF railroad at Childs Avenue, and a traffic signal at the intersection of Santa Fe Avenue at Childs Avenue	Yes	\$ 1,412,600	\$ 1,271,340
HSIP7-10-003	10-Merced County-2	10	Merced County	MCAG	On Merced Falls Road, approximately 1 mile East of La Grange Road in the Snelling area	Install centerline rumble strips/strips, widen shoulder (paved) and edgeline rumble strips/strips	Yes	\$ 676,000	\$ 561,080
HSIP7-10-004	10-Calaveras County-1	10	Calaveras County	RURAL	County-wide on entire length or significant segments of various Major Collector Roads:Camanche Pkwy S., Jesus Maria Rd, Milton Rd, Mountain Ranch Rd, Murphys Grade Rd, O'Brynes Ferry Rd, Parrots Ferry Rd, Pool Station Rd, Rail Road Flat Rd.	Install F-1 delineators on both sides of roadway	Yes	\$ 173,700	\$ 156,330
HSIP7-10-005	10-Tuolumne County-2	10	Tuolumne County	RURAL	Various locations throughout Tuolumne County	Roadway Safety Signing Audit (RSSA)	Yes	\$ 1,721,600	\$ 1,721,600
HSIP7-10-006	10-Manteca-1	10	Manteca	SJCOG	All streets and roadways throughout the city	Installation and/or upgrade signs with new fluorescent sheeting, as well as the completion of a city-wide Roadway Safety Signing Audit.	No	\$ 2,635,000	\$ 2,635,000
HSIP7-10-007	10-Manteca-2	10	Manteca	SJCOG	Various 46 signalized locations throughout the city	Improve signal hardware (lenses, back-plates, mounting, size, and number) and improve signal timing.	No	\$ 3,170,000	\$ 2,853,000
HSIP7-10-008	10-San Joaquin County-1	10	San Joaquin County	SJCOG	Union Road from Coelho Road to French Camp Road	Install centerline and edgeline rumble strips, install no passing zones.	Yes	\$ 115,000	\$ 115,000
HSIP7-10-009	10-San Joaquin County-2	10	San Joaquin County	SJCOG	Bird Road from Union Pacific Railroad tracks (north) to Ahem Road	Install center line and edge line rumble strips, install no passing zones.	Yes	\$ 298,000	\$ 298,000
HSIP7-10-010	10-San Joaquin County-3	10	San Joaquin County	SJCOG	Austin Road from Burnham Road to French Camp Road	Install High Friction Surface Treatment (HFST). Install center line and edge line rumble strips.	Yes	\$ 952,400	\$ 857,160

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-10-011	10-San Joaquin County-4	10	San Joaquin County	SJCOG	French Camp Road from Jack Tone Road to Prescott Road	Install centerline and edgeline rumble strips. Apply High Friction Surface Treatment (HFST)	Yes	\$ 543,100	\$ 488,790
HSIP7-10-012	10-San Joaquin County-5	10	San Joaquin County	SJCOG	31 all-way stop controlled intersections	Install Red Flashing LED Beacons with solar panels	Yes	\$ 600,000	\$ 600,000
HSIP7-10-013	10-Stockton-1	10	Stockton	SJCOG	Multiple locations on Manthey Rd., Brookside Rd., Feather River Dr., Bianchi Rd.	Install high friction surface treatments (HFST) and variable speed warning signs at certain horizontal curves	No	\$ 844,400	\$ 759,960
HSIP7-10-014	10-Stockton-2	10	Stockton	SJCOG	Intersection of South Airport Way and East Sonora Street, south of the Crosstown Freeway (SR-4).	Pedestrian crossing improvements, install high-intensity activated crosswalk (HAWK) pedestrian crossing and install pedestrian crossing at uncontrolled locations (new signs and markings only).	No	\$ 373,800	\$ 373,800
HSIP7-10-015	10-Stockton-3	10	Stockton	SJCOG	Intersections of N. Filbert St. / E. Myrtle St. and N. Filbert St. / E. Market St., at the Filbert St. exits of the Crosstown Freeway (SR-4).	Install Emergency vehicle Preemption	No	\$ 266,600	\$ 266,600
HSIP7-10-016	10-Stockton-4	10	Stockton	SJCOG	Along S. Airport Way and Industrial Dr.	Install guardrail, transition railing and crash cushions, re-striping of the roadway and other improvements.	No	\$ 253,600	\$ 253,600
HSIP7-10-017	10-Stockton-5	10	Stockton	SJCOG	On North Hunter Street between West Harding Way and East Miner Ave.	To reduce the travel lanes from four lanes to three (Road Diet), to accommodate a center two-way left turn lane and install new bike lanes.	No	\$ 449,000	\$ 404,100
HSIP7-10-018	10-Modesto-1	10	Modesto	STANCOG	The intersection of Oakdale Road with Claratina Avenue.	Install a new traffic signal and traffic signs, stripes and pavement markings	No	\$ 420,500	\$ 420,500
HSIP7-10-019	10-Stanislaus County-1	10	Stanislaus County	STANCOG	Crows Landing Road - School Ave to Whitmore Ave	Install raised median, street lighting, and buffered bike lanes	No	\$ 2,707,000	\$ 2,476,300
HSIP7-11-001	11-Chula Vista-1	11	Chula Vista	SANDAG	At Broadway/F street and Broadway/G Street	Provide protected left-turn phases	No	\$ 517,000	\$ 517,000
HSIP7-11-002	11-Chula Vista-2	11	Chula Vista	SANDAG	At 4 intersections: H Street / Oaklawn Ave, Fourth Ave / Park Way, Fourth Ave / Davidson St, H Street / Woodlawn Ave	Install pedestrian crossing and protected left-turn phase	No	\$ 437,300	\$ 437,300
HSIP7-11-003	11-Chula Vista-3	11	Chula Vista	SANDAG	On Palomar St between Industrial Blvd to Broadway	Install Bike Lanes and sidewalks	No	\$ 430,100	\$ 387,090
HSIP7-11-004	11-El Cajon-1	11	El Cajon	SANDAG	Washington Ave. between Jamacha Rd. and El Cajon Blvd.; Chase Ave. between Anza St. and Johnson Ave.; El Cajon Blvd. between Boulevard Pl. and Main St.; Main St. between Travelodge Dr. and Magnolia Ave.	Installation of a traffic signal interconnect fiber optic cable system to implement coordination timing and the installation of street lighting	No	\$ 1,039,500	\$ 1,039,500
HSIP7-11-005	11-La Mesa-1	11	La Mesa	SANDAG	Signalized intersections on the following corridors: Amaya Dr, Baltimore Dr, Center Dr, El Cajon Blvd, Grossmont Center Dr, Jackson Dr, La Mesa Blvd, Lake Murray Blvd, Murray Dr, Spring St, and University Ave	Upgrade fiber optic traffic signal interconnect system including installation of cable, controllers, BBS, monitoring devices, and related communication equipment to improve safety and operations via optimized traffic signal timing and coordination.	No	\$ 904,900	\$ 904,900
HSIP7-11-006	11-National City-1	11	National City	SANDAG	Signalized intersections along the following corridors within City limits: 8th Street, 18th Street, Division Road, Euclid Avenue, Mile of Cars Way, Palm Avenue, and Plaza Boulevard.	Upgrade fiber optic traffic signal communication system including installation of conduit, cable, radios, controllers, and related communication equipment to improve safety and operations via optimized traffic signal timing and coordination.	No	\$ 475,100	\$ 455,100
HSIP7-11-007	11-National City-2	11	National City	SANDAG	Signalized Intersections on the following corridors: D Ave, Euclid Ave, Highland Ave, National City Blvd, Palm Ave, Plaza Blvd, Sweetwater Rd, Midblock crosswalk locations citywide	Install LED luminaire safety lighting at signalized intersections and pedestrian level LED street lighting at midblock crosswalks with additional pedestrian safety enhancements at select midblock locations	No	\$ 724,700	\$ 625,230
HSIP7-11-008	11-National City-3	11	National City	SANDAG	At the intersections of National City Blvd & 30th St, Plaza Blvd & N Ave, Plaza Blvd & Harbison Ave, Euclid Ave & 16th St, Euclid Ave & 18th St, 30th St & L Ave, Sweetwater Rd & Prospect St, Sweetwater Rd & Ring Rd.	Installing pedestrian crossings at signalized intersections and necessary related access and equipment improvements.	No	\$ 261,200	\$ 243,200
HSIP7-11-009	11-Oceanside-1	11	Oceanside	SANDAG	On Douglas Drive between approximately 300 feet south of Westport Drive and 250 feet north of Via Cibola.	Install a raised median from 300 ft. south of Westport Dr to 250 ft. north of Festival Dr, and raised median islands on the approaches of two non-signalized intersections along Douglas Dr at Corte Bocina and at Via Cibola.	No	\$ 778,700	\$ 700,830

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 7

Unique Project ID	Original Application ID	CT District	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible?	Project Cost	Federal Funds
HSIP7-11-010	11-San Diego County-1	11	San Diego County	SANDAG	Wintergardens Blvd, from Woodside Ave to Lemoncrest Dr in the unincorporated community of Lakeside in San Diego County.	Construct sidewalk, curb, gutter, curb ramps, driveways, bike lanes, stripes, pavement markings and a traffic signal modification	No	\$ 741,000	\$ 607,440
HSIP7-11-011	11-Santee-1	11	Santee	SANDAG	Mission Gorge Road from SR 52 westbound on-ramp to Carlton Hills Boulevard	Install streetlights	No	\$ 365,500	\$ 365,500
HSIP7-11-012	11-Santee-2	11	Santee	SANDAG	Around Santana High School on Mast Boulevard from Park Center Drive to Grand Teton Way, Magnolia Avenue from Mast Boulevard to 2nd Street, 2nd Street from Magnolia Avenue to Cleary Street	Install streetlights	No	\$ 518,200	\$ 518,200
HSIP7-11-013	11-Imperial County-1	11	Imperial County	SCAG	Intersection of Keystone Road at Austin Road in Imperial County	Intersection Improvements; install intersection lighting; paving of the intersection, including rumble strips; and flashing beacons at stop signs and intersection warning signs.	Yes	\$ 233,200	\$ 209,880
HSIP7-11-014	11-Imperial County-2	11	Imperial County	SCAG	Weiman Road at Cady Road in Imperial County.	Intersection lighting, advance curve warning signs (flashing beacons), flashing beacon stop sign, upgraded chevron signs with fluorescent sheeting and installation of rumble strips.	Yes	\$ 150,500	\$ 135,450
HSIP7-11-015	11-Imperial County-3	11	Imperial County	SCAG	Forrester Road, Evan Hewes Highway, Dogwood Road, Keystone Road, Marina Drive. Imperial County Major Corridor Sign Audit.	Traffic sign audit at five (5) Roadway Corridors in Imperial County. Replacement of approximately one hundred forty three (143) current traffic signs on Forrester Road with high visibility/high reflective signs.	Yes	\$ 138,500	\$ 132,500
HSIP7-12-001	12-Anaheim-1	12	Anaheim	SCAG	The intersection of East Katella Ave. and S. Douglass Rd	Modify signal on Douglass Rd. (northside of Katella Ave.) and Katella Ave. (eastside of Douglass Rd.), including installation of pole, foundation, mast arm signals, electronic sign guides, and new hardware.	No	\$ 245,000	\$ 208,250
HSIP7-12-002	12-Costa Mesa-1	12	Costa Mesa	SCAG	Fairview Rd between Baker St and Adams Ave	Construct raised directional median to restrict left turns, construct new traffic signal.	No	\$ 700,600	\$ 630,540
HSIP7-12-003	12-Garden Grove-1	12	Garden Grove	SCAG	Intersection of Haster Street and Lampson Ave	Provide protected left-turn phase	No	\$ 220,000	\$ 220,000
HSIP7-12-004	12-Orange-1	12	Orange	SCAG	The intersection of Glassell St. and Meats Ave.	Install protected left-turn phasing for northbound and southbound approaches.	No	\$ 249,300	\$ 249,300
HSIP7-12-005	12-Orange-2	12	Orange	SCAG	The intersection of Glassell St. and Collins Ave.	Install protected left-turn phasing for northbound and southbound approaches	No	\$ 281,900	\$ 281,900
HSIP7-12-006	12-Orange-3	12	Orange	SCAG	At 33 signalized intersections within the City of Orange	Install pedestrian countdown signals (PCS), new crosswalk striping and battery back-ups	No	\$ 350,600	\$ 350,600
HSIP7-12-007	12-Orange-4	12	Orange	SCAG	At 12 signalized intersections within the City of Orange	Upgrade the accessible pedestrian signals (APS)	No	\$ 178,000	\$ 178,000
HSIP7-12-008	12-Orange County-1	12	Orange County	SCAG	Santiago Canyon Rd between State Rte 241 and N. Live Oak	Provide High Friction Surface Treatment (HFST), install flashing beacon systems, delineators and reflectors. Increase bicycle safety by striping a buffer zone, install rumble strips and upgrade signage	No	\$ 2,158,600	\$ 1,942,740
HSIP7-12-009	12-Santa Ana-1	12	Santa Ana	SCAG	At 74 intersections located within the City of Santa Ana	Upgrade non-standard 8 inch vehicle head with 12 inch vehicle head assembly and associated hardware	No	\$ 655,600	\$ 655,600
HSIP7-12-010	12-Santa Ana-2	12	Santa Ana	SCAG	At 14 uncontrolled crosswalks within the City of Santa Ana	Installation of rectangular rapid flashing beacons, advanced "yield" markings, additional striping and signage	No	\$ 545,400	\$ 545,400
HSIP7-12-011	12-Santa Ana-3	12	Santa Ana	SCAG	East and west directions at Euclid Street and Hazard Avenue.	Installation of left turn phasing for east and west directions	No	\$ 306,400	\$ 306,400
HSIP7-12-012	12-Santa Ana-4	12	Santa Ana	SCAG	Along Flower Street from Civic Center Drive to Warner Ave	Installation of bicycle lanes along 2.5 mile corridor of Flower Street and protected left turn phasing at two intersections	No	\$ 945,000	\$ 850,500
TOTAL								\$ 175,163,200	\$ 160,839,930

ATTACHMENT 2

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
 1120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY 711
 (916) 654-3883
 Fax (916) 654-2408

September 1, 2016

RECEIVED
 SEP 07 2016
 BY: _____



File : 08-RIV-0-PSP

HSIPL-5282(046)

Nineteen intersections throughout
the City

Mr. Savat Khamphou
 Assistant City Engineer/Assistant Public Works Director
 City of Palm Springs
 3200 E. Tahquitz Canyon Way
 Palm Springs, CA 92262

Dear Mr. Khamphou:

Enclosed are two originals for both the Administering Agency-State Agreement No. 08-5282F15, Program Supplement Agreement No. 044-F and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

The Master Agreement has been revised to incorporate the various changes in regulations and policies.

Please sign both copies of these two Agreements and return them to this office, Office of Local Assistance - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 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 agreements will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreements are fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter 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 final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

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

Sincerely,

Patrick Louie
 for JOHN HOOLE, Chief
 Office of Project Implementation - South
 Division of Local Assistance

Enclosure

c: DLA AE Project Files
 (08) DLAE - Sean Yeung

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 08/30/2016 EA No:
 D_CO_RT: 08-RIV-0-PSP
 Project No: HSIPL-5282(046)
 Adv Project Id: 0816000135
 Period of Performance End Date: 06/30/2020
 Agreement End Date: 03/31/2022

Attention: City of Palm Springs

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMS %	FEDERAL FUNDS 2830	LOCAL FUNDS	OTHER FUNDS
Agency Preliminary Engineering	Pro Rata	\$295,000.00	\$295,000.00	100.00%	\$295,000.00	\$0.00	\$0.00
Totals:		\$295,000.00	\$295,000.00	100.00%	\$295,000.00	\$0.00	\$0.00

Participation Ratio: 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: Patrick Louie
 Title: HQ Local Assistance Area Engineer

For questions regarding finance letter, contact:
 Printed Name : Patrick Louie
 Telephone No: (916) 653-7349

Remarks: Cycle 7 HSIP ID HSIP7-08-015. Reimbursement ratio = 100% for safety.

ACCOUNTING INFORMATION										HSIPL-5282(046)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE			
0816000135	16102F	2030010550	F	\$295,000.00	1516	\$0.00	\$295,000.00	06/30/21					

PROGRAM SUPPLEMENT NO. F044
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5282F15

Adv Project ID **Date:** August 16, 2016
0816000135 **Location:** 08-RIV-0-PSP
Project Number: HSIPL-5282(046)
E.A. Number:
Locode: 5282

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 _____ 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:

Nineteen intersections throughout the City

TYPE OF WORK: Upgrade signals and install advanced dilemma zone detection

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ZS30		LOCAL	OTHER
\$295,000.00		\$295,000.00	\$0.00	\$0.00

CITY OF PALM SPRINGS

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Title _____

Date _____

Date _____

Attest _____

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

Accounting Officer Ronjane Jane Chyu

Date 8/19/2016

\$295,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

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

B. 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).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. 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. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. 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 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.

F. 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-

SPECIAL COVENANTS OR REMARKS

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.).

G. 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.

H. 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 Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

**MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS**

08 City of Palm Springs

District Administering Agency

Agreement No. 08-5282F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Palm Springs, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).

2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. 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 (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. 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., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Palm Springs

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Palm Springs
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. 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 STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

ATTACHMENT 3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING THE MASTER AGREEMENT, ADMINISTERING AGENCY – STATE AGREEMENT FOR FEDERAL-AID PROJECTS, STATE AGREEMENT NO. 08-5282F15; APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F044 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 08-5282F15 WITH THE STATE OF CALIFORNIA, IN THE AMOUNT OF \$295,000 FOR USE OF HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FEDERAL-AID FUNDS FOR TRAFFIC SIGNAL MODIFICATIONS, CITY PROJECT NO. 15-32, FEDERAL-AID PROJECT NO. HSIPL-5282 (046); AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY OF PALM SPRINGS

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients for these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal-funds will be made available for a specific program project, the City of Palm Springs and State of California are required to enter into an agreement to establish terms and conditions applicable to the City of Palm Springs when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, the California Department of Transportation has submitted to the City of Palm Springs for its approval a new funding agreement, or "Master Agreement", entitled Administering Agency – State Agreement for Federal-Aid Projects, State Agreement No. 08-5282F15, to replace the current "Master Agreement" previously approved by the City Council on January 3, 2007; and

WHEREAS, the City of Palm Springs has submitted to the California Department of Transportation a request for authorization to proceed with the Preliminary Engineer (PE) phase of the Traffic Signal Improvements, City Project No. 15-32, Federal Aid Project No. HSIPL-5282 (046), requiring obligation of \$295,000 of Highway Safety Improvement Program ("HSIP") federal-aid funds; and

Resolution No.

Page 2

WHEREAS, the California Department of Transportation has prepared Program Supplement Agreement No. F044 to the new "Master Agreement", Administering Agency – State Agreement No. 08-5282F15 with the state of California, obligating \$295,000 of federal-aid funds for the Traffic Signal Improvements, City Project No. 15-32, Federal Aid Project No. HSIPL-5282 (046).

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The "Master Agreement", Administering Agency – State Agreement for Federal-Aid Projects, State Agreement No. 08-5282F15, with the state of California, is hereby approved.

SECTION 2. Program Supplement Agreement No. F044 to Administering Agency – State Agreement No. 08-5282F15, with the state of California, obligating \$295,000 of federal-aid funds for the Traffic Signal Improvements, City Project No. 15-32, Federal Aid Project No. HSIPL-5282 (046) is hereby approved.

SECTION 3. The City Manager is hereby authorized to execute and administer the "Master Agreement" and Program Supplement Agreement No. F044 as may be necessary.

ADOPTED THIS 5th day of October, 2016.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on October 5, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California