

**RESOLUTION NO. 98-25**

**A RESOLUTION OF THE RIDGECREST CITY  
COUNCIL AUTHORIZING SIGNATURE FOR  
PROGRAM SUPPLEMENT AGREEMENT NO.  
M002, REV. 1 AND LOCAL AGENCY-STATE  
AGREEMENT FOR FEDERAL AID  
PROJECTS NO. 06-5385 MODIFIED  
NOVEMBER 29, 1995**

**WHEREAS**, the State of California requires an authorized representative of the City of Ridgecrest execute Program Supplement Agreement No. M002, Rev 1, for Federal Aid Projects No. 06-5385 (South China Lake Blvd. From Ridgecrest Blvd. To Upjohn) and also to sign said Local Agency-State Agreement as modified November 29, 1995.

**NOW, THEREFORE, THE RIDGECREST CITY COUNCIL RESOLVES** that William R. Lalor, Mayor for the City of Ridgecrest, is hereby authorized to execute for and on behalf of the City of Ridgecrest, Program Supplement Agreement No. M002, Rev. 1 to Local Agency-State Agreement for Federal Aid Project No. 06-5385 with the State of California and to sign said Local Agency-State Agreement as modified November 29, 1995.

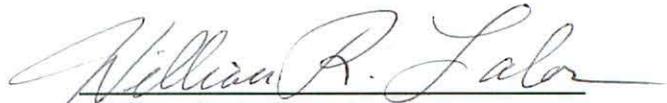
**APPROVED AND ADOPTED THIS** 6th day of May 1998, by the following vote:

Ayes: Mayor Lalor, Council Members Auld and Carter.

Noes: None.

Abstain: None.

Absent: Council Member Morgan.

  
\_\_\_\_\_  
William R. Lalor, Mayor

ATTEST:

  
\_\_\_\_\_  
Pamela Bartlett, CMC  
City Clerk

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City Clerk

PROGRAM SUPPLEMENT NO. M002 Rev.1  
to  
AGENCY-STATE AGREEMENT  
FOR FEDERAL-AID PROJECTS NO. 06-5385

Date: April 3, 1998  
Location: 09-KER-0-RGCR  
Project Number: STPL-5385(011) \*  
E.A. Number: 09-955017

This Program Supplement is hereby incorporated into the Agency-State Agreement for Federal Aid which was entered into between the Agency and the State on 05/22/97 and is subject to all the terms and conditions thereof. This Program Supplement is adopted in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_, approved by the Agency on \_\_\_\_\_ (See copy attached).

The Agency further stipulates that as a condition to payment of funds obligated to this project, it accepts and will comply with the covenants or remarks set forth on the following pages.

**PROJECT TERMINI:**

In the City of Ridgecrest on South China Lake from Ridgecrest Blvd. to Upjohn

**TYPE OF WORK:** Pavement reconstruction **LENGTH:** 0.5 (MILES)

**PROJECT CLASSIFICATION OR PHASE(S) OF WORK**

- Preliminary Engineering  Right-of-Way   
 Construction Engineering  Construction

Estimated Cost		Federal Funds		Matching Funds			
				Local	OTHER		OTHER
\$ 481752	33D \$	\$ 426494	\$	55258	\$	0	\$ 0
		0					

City of Ridgecrest

STATE OF CALIFORNIA  
Department of Transportation

By William R. Labor  
Mayor

By \_\_\_\_\_  
Chief, Office of Local Programs  
Project Implementation

Date 5/12/98

Date \_\_\_\_\_

Attest Janice Sarditt

Title City Clerk

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

Accounting Officer J.M. Morgan Date 4.3.98 \$ 426494.00

Chapter	Statutes	Item	Year	Program	BC	Fund Source	AMOUNT
282	1997	2660-101-890	97-98	20.30.010.810	C	262040 892-F	426494.00

SPECIAL COVENANTS OR REMARKS

1. This Revised Program Supplement supersedes Program Supplement approved by the Local Agency's Governing Body on 12/22/97
2. The Local Agency will reimburse the State for their share of costs for work requested to be performed by the State.
3. The Local Agency agrees the payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration in the Federal-Aid Project Agreement (PR-2)/Detail Estimate, or its modification (PR-2A) or the FNM-76, and accepts any increases in Local Agency Funds as shown on the Finance or Bid Letter or its modification as prepared by the Office of Local Programs Project Implementation.
4. The Local Agency will advertise, award and administer this project in accordance with the current Local Program Procedures or the new Local Programs Manual, when issued.
5. All Maintenance, involving the physical condition and the operation of the improvements, referred to in Article III MAINTENANCE of the aforementioned Master Agreement will be performed by the Local Agency and/or the respective agencies as determined by agreement at regular intervals or as required for efficient operation of the completed improvements.
6. In executing this Program Supplemental Agreement, Local Agency hereby reaffirms the "Nondiscrimination Assurances" contained in the aforementioned Master Agreement for Federal-Aid Program.
7. Whenever the local agency uses a consultant on a cost plus basis, the local agency is required to submit a post audit report covering the allowability of cost payments for each individual consultant or sub-contractor incurring over \$25,000 on the project. The audit report must state the applicable cost principles utilized by the auditor in determining allowable costs as referenced in CFR 49, part 18, Subpart C - 22, Allowable Costs.

*OK file 4/16/98*