

AMENDMENT NO. 1 TO AGREEMENT 03-0817

This Amendment No. 1 (AMENDMENT) to Agreement 03-0817 (AGREEMENT), executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of El Dorado, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. CALTRANS and COUNTY, collectively referred to as PARTIES, entered into AGREEMENT on December 21, 2023, defining the terms and conditions to convert an existing signalized intersection at the U.S. highway 50 (us 50)/state route 89 (SR 89) and pioneer trail intersection in Meyers, California, into a three-leg modern roundabout, referred to as PROJECT.
2. The AGREEMENT established State SB-1 LPP funds allocation as \$458,250.00 to CONSTRUCTION SUPPORT and \$2,596,750.00 to CONSTURUCTION CAPITAL for a total of \$3,055,000.00, Local-Federal HSIP funds allocation as \$517,500.0 to CONSTRUCTION SUPPORT and \$2,932,500.00 to CONSTRUCTION CAPITAL for a total of \$3,450,000.00, Local-Federal STBGP funds allocation as \$328,501.00 to CONSTRUCTION SUPPORT and \$1,861,505.00 to CONSTRUCTION CAPITAL for a total of \$2,190,006.00, Local-Federal CMAQ funds allocation as \$222,749.00 to CONSTRUCTION SUPPORT and \$1,262,245.00 to CONSTRUCTION CAPITAL for a total of \$1,484,994.00, and a grand total of \$10,211,700.
3. PARTIES now seek to re-allocate State SB-1 LPP funds of \$169,650.00 to CONSTRUCTION SUPPORT and \$2,885,350.00 to CONSTRUCTION CAPITAL for the same total of \$3,055,000.00, re-allocate Local-Federal HSIP funds of \$3,450,400.00 to CONSTRUCTION CAPITAL for a new total of \$3,450,400.00, re-allocate STBGP funds of \$727,415.00 to CONSTRUCTION SUPPORT and \$752,585.00 to CONSTRUCTION CAPITAL for a new total of \$1,480,000.00, re-allocate Local-Federal CMAQ funds of \$582,000.00 to CONSTRUCTION SUPPORT and \$1,613,000.00 to CONSTRUCTION CAPITAL for a new total of \$2,195,000.00, and a new grand total of \$10,212,100.00

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY NO. 02 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO. 02 attached herein.
2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

COUNTY OF EL DORADO

Project Manager: Donaldo Palaroan

Phone Number: (530) 573-7920

E-mail: donaldo.palaroan@edcgov.us

Billing Address: Department of Transportation, 924 B Emerald Bay Road
So. Lake Tahoe, CA 96150

CALTRANS

Project Manager: Katlin Ly-Lee

Phone Number: (530) 956-3671

E-mail: katlin.ly-lee@dot.ca.gov

SIGNATURES

PARTIES are authorized to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT. By signing below, the PARTIES each expressly agree to execute this AMENDMENT electronically.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF EL DORADO

By: _____
Greg Wong
Deputy District Director, District 3
Program/Project Management

By: _____
Brooke Laine
Chair, Board of Supervisors

VERIFIED OF FUNDS & AUTHORITY:

Attest:

By: *Kasen Knight*
Kasen Knight (Feb 24, 2026 16:32:08 PST)
District 3 Project Control Officer

Attest: _____
Kim Dawson
Clerk of the Board of Supervisors

CERTIFIED AS TO FINANCIAL
TERMS & POLICIES:

By: _____
Daniel Vandekoolwyk
County Counsel

By: *Percy Ramil*
Percy Ramil
HQ Accounting Supervisor

FUNDING SUMMARY NO. 02

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		<u>IMPLEMENTING AGENCY</u> →		<u>COUNTY</u>			<u>COUNTY</u>		
Source	Party	Fund Type	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals		
STATE	COUNTY	State SB-1 LPP ^M	0	0	169,650	2,885,350	3,055,000		
LOCAL-FEDERAL	COUNTY	HSIP (90 %)	0	0	0	3,450,400	3,450,400		
LOCAL-FEDERAL	COUNTY	STBGP (88.53%)	0	0	727,415	752,585	1,480,000		
LOCAL-FEDERAL	COUNTY	CMAQ (88.53%)	0	0	582,000	1,613,000	2,195,000		
LOCAL	COUNTY	Local	25,000	6,700	0	0	31,700		
		Totals	25,000	6,700	1,479,065	8,701,335	10,212,100		

^MNon-federal match

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SPENDING SUMMARY

Fund Type	R/W Support		R/W CAPITAL		CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	COUNTY	
State SB-1 LPP	0	0	0	0	0	169,650	2,885,350	3,055,000	
HSIP	0	0	0	0	0	0	3,450,400	3,450,400	
STBGP	0	0	0	0	0	727,415	752,585	1,480,000	
CMAQ	0	0	0	0	0	582,000	1,613,000	2,195,000	
Local	0	25,000	0	6,700	0	0	0	31,700	
Totals	0	25,000	0	6,700	0	1,479,065	8,701,335	10,212,100	

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
9. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

12. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

RIGHT-OF-WAY Support

13. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

14. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CONSTRUCTION Support

15. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

16. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.