

AMENDMENT NO. 1 TO AGREEMENT 03-0771

This Amendment No. 1 (AMENDMENT) to Agreement 03-0771 (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 May 27, 2022, defining the terms and conditions for the widening of the southeast quadrant of the United States 50 Latrobe Road/El Dorado Hills Blvd Interchange (PM 0.7/1.1), referred to as PROJECT.
2. The AGREEMENT outlined PARTIES' PA&ED, PS&E, Right of Way and Construction roles and responsibilities to complete PROJECT.
3. PARTIES now seek to amend AGREEMENT in order to outline CALTRANS' financial contribution of STIP COVID Relief Funds (\$874,000) toward PS&E costs.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 13 in the AGREEMENT is replaced in its entirety to read as follows:

Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

2. Article 14 in the AGREEMENT is replaced in its entirety to read as follows:

PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

3. Article 14A is added to the AGREEMENT to read as follows:

Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

4. Article 14B is added to the AGREEMENT to read as follows:

Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

5. Article 14C is added to the AGREEMENT to read as follows:

WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

6. Article 65A is added to the AGREEMENT to read as follows:

COUNTY will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the Local Assistance Procedures Manual. COUNTY will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.

7. Article 79A is added to the AGREEMENT to read as follows:

The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

8. Article 95 is replaced in its entirety to read as follows:

Any PARTY that is responsible for completing WORK may accept, reject, compromise or litigate claims arising from the WORK without concurrence from the other PARTY.

9. Article 99A is added to the AGREEMENT to read as follows:

Accounting and Audits

PARTIES will maintain and will ensure that any consultant hired by PARTIES to participate in WORK will maintain a financial management system that conforms to Generally Accepted Accounting Principles (GAAP) and that can properly accumulate and segregate incurred PROJECT costs and billings.

10. Article 99B is added to the AGREEMENT to read as follows:

PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

11. Article 99C is added to the AGREEMENT to read as follows:

PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and COUNTY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

12. A new Funding Summary No. 01 is attached and made a part of the AGREEMENT.

13. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

14. 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.

CALTRANS

Sathanathan Thileepan, Project Manager

703 B Street

Marysville, CA 95901

Office Phone: (916) 825-4523

Mobile Phone: (916) 825-4523

Email: sathanathan.thileepan@dot.ca.gov

COUNTY OF EL DORADO

Matt Smeltzer, Deputy Director, Engineering

2850 Fairlane Court

Placerville, CA 95667

Office Phone: (530) 621-5912

Email: matt.smeltzer@edcgov.us

SIGNATURES

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

The PARTIES acknowledge that executed copies of this AGREEMENT 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

Greg Wong
Deputy District Director
D3 Program, Project and Asset Management

Lori Parlin
Chair, Board of Supervisors

Verification of funds and authority:

Attest:

District Project Control Officer

Kim Dawson
Clerk of the Board of Supervisors

Certified as to financial terms and policies:

Approved as to form and procedure:

Nadine Karavan
HQ Accounting Supervisor

Daniel Vandekoolwyk
Deputy County Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 1122									
<u>IMPLEMENTING AGENCY</u> →			<u>COUNTY</u>	<u>COUNTY</u>	<u>COUNTY</u>		<u>COUNTY</u>		
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	COUNTY	STIP COVID RELIEF FUNDS	0	874,000	0	0	0	0	874,000
LOCAL	COUNTY	Local	103,000	437,000	283,000	1,270,000	1,143,000	2,304,000	5,540,000
Totals			103,000	1,311,000	283,000	1,270,000	1,143,000	2,304,000	6,414,000

<u>SPENDING SUMMARY</u> v 222121											
Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	<u>COUNTY</u>	CALTRANS	<u>COUNTY</u>	CALTRANS	<u>COUNTY</u>	<u>COUNTY</u>	CALTRANS	<u>COUNTY</u>	<u>COUNTY</u>	
STIP COVID RELIEF FUNDS	0	0	0	874,000	0	0	0	0	0	0	874,000
Local	0	103,000	0	437,000	0	283,000	1,270,000	0	1,143,000	2,304,000	5,540,000
Totals	0	103,000	0	1,311,000	0	283,000	1,270,000	0	1,143,000	2,304,000	6,414,000

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.

Project Approval and Environmental Document (PA&ED)

13. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

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

RIGHT-OF-WAY Support

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

RIGHT-OF-WAY Capital

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

CONSTRUCTION Support

17. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

18. No invoicing or reimbursement will occur for the CONSTRUCTION CAPITAL PROJECT COMPONENT.