Attachment A

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AMENDMENT NO. 1 TO AGREEMENT 05-0335

This Amendment No. 1 to Agreement 05-0335 (AMENDMENT), effective on _____ is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Monterey, 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 No. 05-0335 on 05/01/2018 (AGREEMENT), defining the terms and conditions to construct a ten foot paved bicycle path with two foot shoulders, 0.86 miles long and a 386 foot long pedestrian bridge over the Elkhorn Slough, referred to as PROJECT.

2. The AGREEMENT established that CALTRANS would bill internally to Project No. 0513000040 through Local Assistance.

3. PARTIES now seek to modify the agreement to amend the Project Identifier to 0518000132, where all Construction Capital invoicing will occur through Accounts Receivable.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 14 of the AGREEMENT is deleted in its entirety.

Construction Capital

Once work has begun COUNTY will invoice CALTRANS Local Assistance per Chapter 5 of the Local Assistance Procedures Manual.

2. A revised FUNDING SUMMARY NO 2 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY NO 1 in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO 2 attached herein.

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

4. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or electronic mail (E-Mail), and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Timothy M. Gubbins
District Director

VERIFICATION OF FUNDS AND AUTHORITY:

Julia Bolger
Resource Manager

COUNTY OF MONTEREY

Carl P. Holm
Resource Management Agency Director

Approved as to form and procedure:

Mary Grace Perry 8-3-2020

Mary Grace Perry
Deputy County Counsel

FUNDING SUMMARY NO. 02

FUNDING TABLE

v. 1122

		IMPLEMENTING AGENCY→	COUNTY	COUNTY	COUNTY		COUNTY		
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	COUNTY	State ATP	0	0	0	0		7,587,000	7,587,000
LOCAL-FEDERAL	COUNTY	DEMO (100 %)	0	0	0	0	0	1,200,000	1,200,000
LOCAL	COUNTY	Local	0	0	0	0	1,138,050	0	1,138,050
Totals			0	0	0	0	1,138,050	8,787,000	9,925,050

*Federal Match will be provided by toll credits

EXPENDITURE TABLE

v. 4

		IMPLEMENTING AGENCY→	COUNTY	
			CONST. CAPITAL	
Source	Party	Fund Type	Eligible	Ineligible
STATE	COUNTY	State ATP***IF (ET fed match TE = "yes")***	X	***IF (ET fed match TE = "yes")***
LOCAL-FEDERAL	COUNTY	DEMO (100 %)	X	--
LOCAL	COUNTY	Local	X	X

Note: An "X" denotes the funding type is available for payment.

SPENDING SUMMARY

v 222121

Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	COUNTY	COUNTY	CALTRANS	COUNTY	COUNTY	
State ATP	0	0	0	0	0	0	0	0	0	7,587,000	7,587,000
DEMO	0	0	0	0	0	0	0	0	0	1,200,000	1,200,000
Local	0	0	0	0	0	0	0	0	1,138,050	0	1,138,050
Totals	0	0	0	0	0	0	0	0	1,138,050	8,787,000	9,925,050

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.

ICRP Rate

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.

   In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

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.

Invoicing and Payment

7. 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.

8. 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.

9. 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.

10. 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.

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

Project Approval and Environmental Document (PA&ED)

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

Plans, Specifications, and Estimate (PS&E)

13. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

RIGHT-OF-WAY Support

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

RIGHT-OF-WAY Capital

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

CONSTRUCTION Support

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

CONSTRUCTION Capital

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

CLOSURE STATEMENT INSTRUCTIONS

Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 05-0335 and any amendments to the agreement. The final signature date on this document terminates agreement 05-0335 except survival articles. All survival articles in agreement 05-0335 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Name
District Director

Date

CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES

Name
Resource Manager

Date

COUNTY OF MONTEREY

Name
Resource Management Agency Director

Date

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