

AMENDMENT NO. 1 TO AGREEMENT 04-2979

This Amendment No. 1 (AMENDMENT) to Agreement 04-2979 (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 Napa, a political subdivision of the State of California, referred to hereinafter as NC.

RECITALS

1. CALTRANS and NC, collectively referred to as PARTIES, entered into AGREEMENT on July 12, 2024, defining the terms and conditions for *constructing approximately 11 miles of Class I and Class III bicycle facilities in Napa County and will relocate the "Welcome to Napa" sign located along southbound SR-29 at post mile 19.00 to 29.25*, referred to as PROJECT.
2. The AGREEMENT established \$1,700,000 in LOCAL-FEDERAL HIP funds contributed by NC for PS&E phase. The AGREEMENT established spending of \$1,700,000 HIP funds by NC and \$0 HIP Fund by CALTRANS for PS&E phase. The AGREEMENT did not establish invoicing language to reimburse CALTRANS assigned tasks. The AGREEMENT did not establish agreement funded PS&E tasks assigned to Caltrans.
3. PARTIES now seek to increase the LOCAL-FEDERAL HIP funds provided by NC from \$1,700,000 to \$2,300,000, increase spending by NC from \$1,700,000 to \$1,900,000 HIP funds and increase spending by CALTRANS from \$0 to \$400,000 HIP Fund for PS&E phase.

PARTIES also seek to update funded tasks and invoicing language to allow for CALTRANS to seek deposit for PAED and PSE assigned tasks and invoice for completed work.

PARTIES now seek to assign (list WBS) agreement funded PS&E tasks to Caltrans.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 51 in the AGREEMENT is replaced in its entirety to read as follows:

CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No
205.xx.xx U.S. Army Corps of Engineers Permit (404), U.S. Fish and Wildlife Service/National Marine Fisheries Service Approval, Regional Water Quality Control Board 401 Permit, Update Environmental Commitments Record	Yes
230.xx.xx Water Pollution Control Plan and specifications, Updated Storm Water Data Report, Other Reviews and Project Information Updates	Yes
235.xx.xx Biological and Other Environmental Mitigation Products	Yes
255.xx.xx Updated Technical Reports and Plans, Specifications and Estimate Products	Yes
260.xx.xx Environmental Certification and Ready To List Products	Yes

2. 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. 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.

NAPA COUNTY

Project Manager: Graham Wadsworth, PE

Phone Number: 707-259-8331

E-mail: graham.wadsworth@countyofnapa.org

Billing Address: 1195 Third Street, Suite 101

Napa, CA 94559

CALTRANS

Project Manager: Daniel Y. Chang

Phone Number: (510) 421-9744

E-mail: Daniel.y.chang@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

NAPA COUNTY

By: _____
Rui (Ricky) Gao,
Acting District Deputy Director
Division of Program/Project Management

By: _____
Amber Manfree,
Chair of the Board of Supervisors

VERIFIED OF FUNDS & AUTHORITY:

Attest: _____
Neha Hoskins
Clerk of the Board of Supervisors

By: _____
Jeffrey Kuehnel
District Budget Manager

By: Ryan Fitzgerald
Ryan FitzGerald,
County Counsel, Deputy

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By: _____
Percy Ramil
HQ Accounting Supervisor

FUNDING SUMMARY NO. 02

<u>FUNDING TABLE</u> v. 112							
<u>IMPLEMENTING AGENCY</u> →			<u>NC</u>	<u>NC</u>	<u>NC</u>		Totals
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	
LOCAL- FEDERAL	NC	HIP	1,700,000	2,300,000	0	0	4,000,000
LOCAL	NC	Local	0	1,300,000	195,993	0	1,495,993
Totals			1,700,000	3,600,000	195,993	0	5,495,993

<u>SPENDING SUMMARY</u> v 2221								
Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	Totals
	CALTRANS	<u>NC</u>	CALTRANS	<u>NC</u>	CALTRANS	<u>NC</u>	<u>NC</u>	
LOCAL - HIP	170,000	1,530,000	400,000	1,900,000	0	0	0	4,000,000
Local	0	0	0	1,300,000	0	195,993	0	1,495,993
Totals	170,000	1,530,000	400,000	3,200,000	0	195,993	0	5,495,993

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.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. 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

5. 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, NC will pay invoices within five (5) calendar days of receipt of invoice.
6. If NC has received EFT certification from CALTRANS then NC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

7. 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.

Project Approval and Environmental Document (PA&ED)

8. CALTRANS will invoice NC for a \$170,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PA&ED expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and NC will reimburse for actual costs incurred and paid.

Plans, Specifications, and Estimate (PS&E)

9. CALTRANS will invoice NC for a \$50,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and NC will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Support

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

RIGHT-OF-WAY Capital

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