

**AMENDMENT NO. 1 TO AGREEMENT 04-2817**

**FUNDING SUMMARY NO. 02**

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary NO. 02.
  
2. Funding Summary No. 2 increases State funding for the Construction Support phase, while lowering the State funding for the Construction Capital phase. The overall funding totals are unchanged.

<b><u>FUNDING TABLE</u></b>					
<b><u>IMPLEMENTING AGENCY</u></b> →			<b><u>COUNTY</u></b>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	State ATP	336,481	3,046,519	3,383,000
LOCAL	COUNTY	Local	690,000	739,000	1,429,000
Totals			1,026,481	3,785,519	4,812,000

<u><b>SPENDING SUMMARY</b></u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>COUNTY</u>	<u>COUNTY</u>	DFM CALTRANS	
State ATP	0	336,481	3,046,519	0	3,383,000
Local	0	690,000	694,000	45,000	1,429,000
<b>Totals</b>	0	1,026,481	3,740,519	45,000	4,812,000

**Funding**

3. 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.

4. 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.

5. 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.
6. 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.
7. 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.

8. 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**

9. 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.
10. 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.
11. 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.
12. 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.
13. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

CONSTRUCTION Support

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

CONSTRUCTION Capital

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

*Department Furnished Materials (DFM)*

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

**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**

**CONTRA COSTA COUNTY**

\_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director, Design

\_\_\_\_\_  
Brian M. Balbas  
Public Works Director

Date: \_\_\_\_\_

Date \_\_\_\_\_

**Verification of funds and authority:**

**Approved as to form:**

\_\_\_\_\_  
Jeffrey Kuehnel  
District Budget Manager

\_\_\_\_\_  
Thomas L. Geiger  
County Counsel