

AMENDMENT NO. 1 TO AGREEMENT 04-2614

This Amendment No. 1 (AMENDMENT) to Agreement 04-2614 (AGREEMENT), executed on and effective from September 07, 2023, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Redwood City, a Charter City and municipal corporation of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into AGREEMENT on October 11, 2017, defining the terms and conditions for reconstructing the existing US 101-Woodside Road (State Route 84) interchange to alleviate recurring congestion and to increase safety by improving highway and local intersection operations and by increasing the accommodation of people walking and bicycling through this interchange, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the approved Project Report dated December 19, 2016, for the PROJECT (PM 5.1 to 6.0), referred to as PROJECT.
2. The AGREEMENT did not include a funding summary.
3. PARTNERS now seek to incorporate Funding Summary No. 01

IT IS THEREFORE MUTUALLY AGREED:

4. Article 8 of the AGREEMENT is deleted in its entirety.
5. Article 79 is added to the AGREEMENT to read as follows:

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

PARTNERS 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.

6. Article 80 is added to the AGREEMENT to read as follows:

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

7. Article 81 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.

8. Article 82 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.

9. Article 83 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 PARTNER incurring the costs from funds that are independent of this AGREEMENT.

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

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

[Remainder of page is intentionally left blank]

CONTACT INFORMATION

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

CITY OF REDWOOD CITY

Project Manager: Jessica Manzi, Transportation Manager
Phone Number: (650) 780-7372
Billing Address: 1017 Middlefield Road
Redwood City, CA 94063
E-mail: jmanzi@redwoodcity.org

CALTRANS

Project Manager: Mohammad Suleiman, Project Manager
111 Grand Avenue
Oakland, CA 94612
Phone Number: (510) 622-5943
E-mail: mohammad.suleiman@dot.ca.gov

SIGNATURES


PARTNERS 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 PARTNERS each expressly agree to execute this AMENDMENT electronically.

The PARTNERS 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

CITY OF REDWOOD CITY


By: 


By: 

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


Melissa Stevenson Diaz
City Manager

VERIFIED OF FUNDS & AUTHORITY:

By: 
Jeffery Armstrong
District Budget Manager

Attest: 
Yessika Castro
Interim City Clerk

CERTIFIED AS TO FINANCIAL
TERMS & POLICIES:

By: 
Nadine Karavan
HQ Accounting Supervisor

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 12						
<u>IMPLEMENTING AGENCY</u> →			<u>CITY</u>	<u>CITY</u>		Totals
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	
Local	CITY	Local-City	\$7,410,000	\$42,349,000		\$49,759,000
Local	SMCTA	Local-SMCTA	\$6,672,502	\$20,000,000	\$1,467,498	\$28,140,000
State/Fed	CITY	STIP/RIP		\$8,000,000		\$8,000,000
Totals			\$14,082,502	\$70,349,000	\$1,467,498	\$85,899,000

<u>SPENDING SUMMARY</u> v 221							
Fund Type	<u>PS&E</u>		<u>R/W CAPITAL</u>		<u>R/W Support</u>		Totals
	CALTRANS	<u>CITY</u>	CALTRANS	<u>CITY</u>	CALTRANS	<u>CITY</u>	
Local-City	0	\$7,410,000	0	\$42,349,000	0	0	\$49,759,000
Local-SMCTA	0	\$6,672,502	0	\$20,000,000	0	\$1,467,498	\$28,140,000
STIP/RIP	0		0	\$8,000,000	0	0	\$8,000,000
Totals	0	14,082,502	0	\$70,349,000		\$1,467,498	\$85,899,000

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 PARTNERS 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 PARTNER accepts responsibility to fund their respective WORK until such time as PARTNERS 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 PARTNER 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 CITY invoices for rates in excess of CalHR rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTNERS 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, PARTNERS agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

8. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTNER. PARTNERS 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, CITY will pay invoices within five (5) calendar days of receipt of invoice.
9. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. When a PARTNER is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS 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 CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
12. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

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. CITY will invoice and CALTRANS will reimburse for actual costs incurred and paid.


Cooperative Agreement 04-2614 A1 Execution Process

Final Audit Report


2023-09-07

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-  Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov) added alternate approver Timothy Dobek (timothy.dobek@dot.ca.gov). The original approver Percy Ramil (percy.ramil@dot.ca.gov) can still approve.
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