

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 02

Agreement Amendment No. 05-0398 A1

Work Description

OPERATIONAL IMPROVEMENTS ALONG NORTHBOUND US 101 IN MONTEREY COUNTY BETWEEN POST MILE (PM) 81.0 AND PM 81.5. THE SCOPE OF WORK FOR THE PROJECT IS TO EXTEND THE NORTHBOUND ACCELERATION LANE FROM SPENCE ROAD TO ECKHARDT ROAD. THE PROPOSED WIDENING WILL SERVE AS AN AUXILIARY LANE TO IMPROVE ACCELERATION FOR TRUCKS FROM SPENCE ROAD AND TO PROVIDE A DECELERATION LANE FOR TRAFFIC EXITING TO ECKHARDT ROAD

Contact Information

CALTRANS

Michael Lew, Project Manager

50 Higuera Street

San Luis Obispo, CA 93401

Office Phone: (805) 835-6341

Email: mike.lew@dot.ca.gov

TRANSPORTATION AGENCY OF MONTEREY COUNTY

Todd Muck, Project Manager

55-B Plaza Circle

Salinas, CA 93901

Office Phone: 831-775-4407

Email: todd@tamcmonterey.org

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Please note:

1. Caltrans administered funds must be expended proportionally with all other funds. All project funds must be shown in the Funding Summary. Local funds committed to the project cannot be omitted from the funding summary.

AMENDMENT NO. 05-0398 A1
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 adjusts the funds contributed

adding Local-Federal Community Project Funding/Congressionally Directed Spending (CPFCDS)/DEMO Funds in the amount of \$1,000,000 by reducing the Local Funds to \$317,000

FUNDING TABLE					
<u>IMPLEMENTING AGENCY→</u>			<u>CALTRANS</u>		v. 2 Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	SHOPP Minor	680,000	1,250,000	1,930,000
LOCAL-FEDERAL	TAMC	CPFCDS/DEMO (88.53%)	0	1,000,000	1,000,000
LOCAL	TAMC	Local ^M	0	129,561	129,561
LOCAL	TAMC	Local	0	187,439	187,439
Totals			680,000	2,567,000	3,247,000

^MNon-federal match

CPFCDS/DEMO funds will be a fixed contributed amount

<u>EXPENDITURE TABLE</u>					v. 4
<u>IMPLEMENTING AGENCY→</u>			<u>CALTRANS</u>		
Source	Party	Fund Type	CONST. CAPITAL		Ineligible
			Eligible		
STATE	CALTRANS	SHOPP Minor	X	X	
LOCAL-FEDERAL	TAMC	CPFCDS/DEMO (88.53%)	X	--	
LOCAL	TAMC	Local ^M	X	--	
LOCAL	TAMC	Local	X	X	

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

^MNon-federal match

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SPENDING SUMMARY

Fund Type	CONST. SUPPORT		CONST. CAPITAL <u>CALTRANS</u>	Totals
	<u>CALTRANS</u>	TAMC		
SHOPP Minor	680,000	0	1,250,000	1,930,000
CPFCD/DEMO	0	0	1,000,000	1,000,000
Local	0	0	317,000	317,000
Totals	680,000	0	2,567,000	3,247,000

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. 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 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.
8. SHOPP funds can only be expended on SHOPP-eligible items and work.

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, TAMC will pay invoices within five (5) calendar days of receipt of invoice.
10. If TAMC has received EFT certification from CALTRANS then TAMC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
11. CALTRANS will draw from state and federal funds that are provided by TAMC without invoicing TAMC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
12. 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.

CONSTRUCTION Support

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

CONSTRUCTION Capital

14. CALTRANS will invoice TAMC for an \$86,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This amount will be used toward one (1) month's cost, estimated at \$750,000.

Thereafter, CALTRANS will invoice and TAMC 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**

Richard Rosales
Acting District Director

Date: _____

Cheryl Berry
District Budget Manager

Nadine Karavan
HQ Accounting

**TRANSPORTATION AGENCY OF
MONTEREY COUNTY**

Todd Muck
Executive Director

Date _____

Attest:

Michael Zeller
Director of Programming & Project Delivery

Approved as to form and procedure:

Robert Brayer
TAMC Counsel