AMENDMENT NO. 4 TO

AGREEMENT NO. C-3-2654

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF HUNTINGTON BEACH

FOR

I-405 IMPROVEMENT PROJECT

THIS AMENDMENT NO. 4, is effective this _____ day of _____, 2025, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the City of Huntington Beach, 2000 Main Street, Huntington Beach, California 92648, a municipal corporation duly organized and existing under the constitution and laws of the State of California (herein referred to as "CITY") each individually known as "Party" and collectively known as the "Parties".

WITNESSETH:

WHEREAS, by Agreement No C-3-2654 dated October 6, 2023 (Agreement), last changed by Amendment No. 3 dated June 10, 2025, AUTHORITY and CITY entered into a cooperative agreement, in cooperation and partnership with the California Department of Transportation, herein referred to as "CALTRANS", for the specific terms, conditions, and funding responsibilities between the AUTHORITY and CITY for improvements defined as adding one general purpose lane from Euclid Street to Interstate 605 (I-605), plus adding an additional median lane which will be combined with the existing high-occupancy vehicle (HOV) lane and operated as dual express lanes in each direction of the Interstate 405 (I-405) from State Route 73 (SR-73) to I-605, replacing and/or widening structures, and other additional geometric and interchange improvements, including improvements to CITY-owned and operated streets, and traffic facilities hereafter referred to as CITY FACILITIES potentially impacted by this project, all of which are hereafter referred to as "PROJECT"; and

WHEREAS, construction of CITY FACILITIES is complete, inclusive of punchlist items, and CITY has accepted operation and maintenance of CITY FACILITIES for the PROJECT; and

WHEREAS, the three-year plant establishment period has commenced for all PROJECT landscaped areas within CITY jurisdiction; and

WHEREAS, AUTHORITY is committed to working with AUTHORITY's CONTRACTOR to achieve final acceptance of the PROJECT; and

WHEREAS, CITY is committed to execute the CITY's Freeway Maintenance Agreement and Electrical Cost Share Agreement with CALTRANS no later than December 31, 2025; and

WHEREAS, the Agreement considers a certain level of effort and negotiated dollar amount for CITY SERVICES as related to improvements to CITY FACILITIES, and as later modified by the Amendments; and

WHEREAS, AUTHORITY and CITY have agreed to amend this Agreement, in the amount of One Million Three Hundred Thirty One Thousand Dollars (\$1,331,000), to reimburse CITY for AUTHORITY's fair share of additional pavement impacts on PROJECT detour routes as identified in AUTHORITY's post-construction final pavement studies and other related PROJECT impacts to pavement, safety and appurtenant elements beyond the scope of the design-build contract scope of work; and

WHEREAS, AUTHORITY and CITY agree that the total amendment amount is in accordance with final negotiations between the AUTHORITY and CITY and represents final compensation to CITY for all PROJECT impacts; and

WHEREAS, AUTHORITY and CITY agree that this Amendment No. 4 brings the total agreement amount to One Million Five Hundred Thirty One Thousand Dollars (\$1,531,000); and

WHEREAS, CITY agrees to manage the staff and consultants to provide CITY SERVICES within the Maximum Obligation amount as amended herein; and

WHEREAS, the AUTHORITY's Board of Directors approved this Amendment No. 4 on the 8th day of September, 2025; and

WHEREAS, the CITY's Council approved this Amendment No. 4 on the _____day of _____, 2025.

NOW, **THEREFORE**, it is mutually understood and agreed by the AUTHORITY and CITY that the Agreement, is hereby amended in the following particulars only:

- 1. Amend **ARTICLE 3. RESPONSIBILITY OF AUTHORITY**, as follows:
- a) Page 9 of 17, paragraph EE, lines 4 through 6, to delete in its entirety and, in lieu thereof, insert:
- "II. To reimburse CITY for combined costs identified as "CITY SERVICES", and in accordance with Attachment A "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES, CITY OF HUNTINGTON BEACH, AMENDMENT NO. 4."
 - b) Page 9 of 17, paragraph FF, lines 10 and 11, to delete in its entirety and, in lieu thereof, insert:
- "FF. AUTHORITY's reimbursement for CITY SERVICES shall not exceed the combined maximum amount shown in Attachment A "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES, CITY OF HUNGTINGTON BEACH, AMENDMENT NO. 4."
 - c) Page 9 of 17, to add the following new paragraph as follows:
- "JJ. To reimburse CITY, in a lump sum amount of One Million Three Hundred Thirty One Thousand Dollars (\$1,331,000), for additional funds to cover the AUTHORITY's share of pavement impacts on the PROJECT's detour routes as identified in AUTHORITY's post construction final pavement studies, and in accordance with Amendment No. 1 to Cooperative Agreement No. C-5-3614 dated April 18, 2019, and to cover other related PROJECT impacts to pavement, safety and appurtenant elements beyond the scope of the design-build contract scope of work."
 - Amend <u>ARTICLE 4. RESPONSIBILITY OF CITY</u>, as follows:
 - a) Page 12 of 17, to add the following new paragraphs as follows:
- "N. To submit invoices to AUTHORITY for one-time, lump sum payments upon execution of this amendment to the Agreement."

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"O. To execute the CITY's Freeway Maintenance Agreement and Electrical Cost Share Agreement with Caltrans no later than December 31, 2025."

3. Amend **ARTICLE 7. MAXIMUM OBLIGATION**, page 13 of 17, to delete in its entirety and, in lieu thereof, insert:

"Notwithstanding any provisions of the Agreement to the contrary, AUTHORITY and CITY mutually agree that AUTHORITY's maximum cumulative payment obligation hereunder shall be One Million Five Hundred Thirty One Thousand Dollars (\$1,531,000), including, but not limited to, street pavement obligation for pavement mitigation and other items identified in this amendment, unless the maximum obligation is modified by an amendment to this Agreement and agreed to by both Parties."

4. Amend Agreement's "SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES CITY OF HUNTINGTON BEACH", as amended, to delete SCHEDULE A in its entirety and, in lieu thereof, replace with the "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES, CITY OF HUNTINGTON BEACH, Amendment No. 4" attached to this Amendment.

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The balance of Agreement No. C-3-2654, as amended, remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to Agreement No. C-3-2654 to be executed as of the date of the last signature below.

CITY OF HUNTINGTON BEACH	ORANGE COUNTY TRANSPORTATION AUTHORITY	
By: Pat Burns Mayor	By: Darrell E. Johnson Chief Executive Officer	
ATTEST:	APPROVED AS TO FORM:	
By: Lisa L. Barnes City Clerk	By: James M. Donich General Counsel	
APPROVAL RECOMMENDED:	APPROVAL RECOMMENDED:	
By: Chau L. Vu Public Works Director	By: James G. Beil Executive Director, Capital Programs	
APPROVED AS TO FORM:		
By: Michael Vigliotta City Attorney		
Attachment:		

Revised Schedule A - Reimbursement Schedule for Combined City Services, City of Huntington Beach

REVISED SCHEDULE A

REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES CITY OF HUNTINGTON BEACH

Item No.	Description of City Services	Maximum Reimbursement Amount (1)
1	Review and approval of plans, specifications, plans, and other pertinent engineering plans and reports, Traffic Management Plan (TMP) review and concurrence, and construction oversight inspection services related to CITY FACILITIES.	\$180,000
2	Traffic engineering and detour inspection	\$14,000
3	Police services (including overtime costs)	\$6,000
4	Post project pavement mitigation	\$1,331,000 (2)
	TOTAL MAXIMUM REIMBURSEMENT	\$1,531,000

Notes:

- (1) Schedule A shows estimated reimbursement amounts for each CITY SERVICES item of work. During the term of this Agreement, the CITY may redistribute funds for items of work as needed; however, the total combined amount for CITY SERVICES shall not exceed the Total Maximum Reimbursement amount shown herein.
- (2) This amount has been determined by AUTHORITY, and will be reimbursed as a one-time, lump sum amount upon execution of Amendment No. 4 to the Agreement.