

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

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

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

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

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

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

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

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

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

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

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

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

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

5 1. Amend **ARTICLE 3. RESPONSIBILITY OF AUTHORITY**, as follows:

6 a) Page 9 of 17, paragraph EE, lines 4 through 6, to delete in its entirety and, in lieu thereof,
7 insert:

8 "II. To reimburse CITY for combined costs identified as "CITY SERVICES", and in
9 accordance with Attachment A "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR
10 COMBINED CITY SERVICES, CITY OF HUNTINGTON BEACH, AMENDMENT NO. 4."

11 b) Page 9 of 17, paragraph FF, lines 10 and 11, to delete in its entirety and, in lieu thereof,
12 insert:

13 "FF. AUTHORITY's reimbursement for CITY SERVICES shall not exceed the combined
14 maximum amount shown in Attachment A "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE
15 FOR COMBINED CITY SERVICES, CITY OF HUNGTINGTON BEACH, AMENDMENT NO. 4."

16 c) Page 9 of 17, to add the following new paragraph as follows:

17 "JJ. To reimburse CITY, in a lump sum amount of One Million Three Hundred Thirty One
18 Thousand Dollars (\$1,331,000), for additional funds to cover the AUTHORITY's share of pavement
19 impacts on the PROJECT's detour routes as identified in AUTHORITY's post construction final pavement
20 studies, and in accordance with Amendment No. 1 to Cooperative Agreement No. C-5-3614 dated April
21 18, 2019, and to cover other related PROJECT impacts to pavement, safety and appurtenant elements
22 beyond the scope of the design-build contract scope of work."

23 2. Amend **ARTICLE 4. RESPONSIBILITY OF CITY**, as follows:

24 a) Page 12 of 17, to add the following new paragraphs as follows:

25 "N. To submit invoices to AUTHORITY for one-time, lump sum payments upon execution of
26 this amendment to the Agreement."

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

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

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

10 4. Amend Agreement's "SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED
11 CITY SERVICES CITY OF HUNTINGTON BEACH", as amended, to delete SCHEDULE A in its entirety
12 and, in lieu thereof, replace with the "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR
13 COMBINED CITY SERVICES, CITY OF HUNTINGTON BEACH, Amendment No. 4" attached to this
14 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

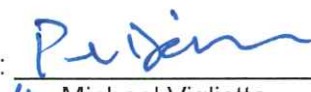
APPROVAL RECOMMENDED:

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**

<i>Item No.</i>	<i>Description of City Services</i>	<i>Maximum Reimbursement Amount ⁽¹⁾</i>
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.