

1 AMENDMENT NO. 1 TO
2 COOPERATIVE AGREEMENT NO. C-5-3614
3 BETWEEN
4 ORANGE COUNTY TRANSPORTATION AUTHORITY
5 AND
6 CITY OF HUNTINGTON BEACH
7 FOR
8 I-405 IMPROVEMENT PROJECT

9 THIS AMENDMENT NO. 1, is effective this _____ day of _____, 2018, by and
10 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
11 California, a public entity of the State of California (hereinafter referred to as "AUTHORITY"), and the City
12 of Huntington Beach, 2000 Main Street, Huntington Beach, California 92648, a municipal corporation
13 duly organized and existing under the constitution and laws of the State of California (hereinafter referred
14 to as "CITY"), each individually known as "Party", and collectively known as "Parties".

15 WITNESSETH:

16 WHEREAS, by Agreement No C-5-3614 dated May 13, 2016, AUTHORITY and CITY entered
17 into a cooperative agreement, in cooperation and partnership with the California Department of
18 Transportation, herein referred to as "CALTRANS", for the specific terms, conditions, and funding
19 responsibilities between the AUTHORITY and CITY for improvements defined as adding one general
20 purpose lane from Euclid Street to Interstate 605 (I-605), plus adding an additional median lane which will
21 be combined with the existing high-occupancy vehicle (HOV) lane and operated as dual express lanes in
22 each direction of the Interstate 405 (I-405) from State Route 73 to I-605, replacing and/or widening
23 structures, and other additional geometric and interchange improvements, including improvements to
24 CITY-owned and operated streets, and traffic facilities hereafter referred to as CITY FACILITIES
25 potentially impacted by this project, all of which are hereafter referred to as "PROJECT"; and
26 /

1 **WHEREAS**, the pavement mitigation cost is one of the five CITY SERVICES identified in the
2 Agreement as:

- 3 • Review and approval of plans, specifications, and other pertinent engineering plans, and
4 reports, and for oversight construction inspection services
- 5 • Review and acceptable of Transportation Management Plan (TMP)
- 6 • Traffic engineering, and oversight detour inspections
- 7 • CITY police services
- 8 • Costs for mitigation for reduction of pavement life related to impacts to CITY streets,
9 resulting from signed, long-term detours, and alternate routes required by
10 CONTRACTOR, but which were not quantifiable at the time of execution of the
11 Agreement; and

12 **WHEREAS**, AUTHORITY and CITY have agreed to amend this Agreement, following
13 acceptance of the Transportation Management Plan (TMP) by the CITY, in the amount of Six Hundred
14 Eighty Two Thousand Seven Hundred Thirty Seven Dollars (\$682,737), to pay CITY for pavement
15 mitigation costs, as quantified and priced by the AUTHORITY, not the CONTRACTOR, as was stated in
16 the original executed Agreement, and identified in the Structural Pavement Investigation and Report, I-
17 405 Final Concept Detour Routes Impact Study, I-405 Improvement Project, dated October 11, 2018;
18 and

19 **WHEREAS**, in addition to the pavement mitigation reimbursement by AUTHORITY as set forth
20 above, Parties agree to assess and evaluate actual post-construction impacts to CITY streets, on a case-
21 by case basis, as a result of PROJECT's signed, long-term detours within CITY's jurisdiction, as well as
22 the costs of mitigating such impacts, if any; and

23 **WHEREAS**, the AUTHORITY's Board of Directors approved this Amendment No. 1 on the
24 _____ day of _____, 2018; and

25 **WHEREAS**, the CITY's Council approved this Amendment No. 1 on the _____ day of
26 _____, 2018.

NOW, THEREFORE, it is mutually understood and agreed by the AUTHORITY and CITY that

1 Agreement No. C-5-3614 is hereby amended in the following particulars only:

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

3 a) Page 9 of 17, to add new paragraph LL: "Within 30 days of Substantial
4 Completion of the PROJECT, the Parties shall conduct a visual inspection of the PROJECT's signed,
5 long-term detour routes within CITY's jurisdictional boundaries to evaluate the post-construction
6 pavement condition of these detour routes. Upon completion of the visual inspection, the Parties shall
7 mutually agree which signed, long-term detour routes, if any, require further investigation and analysis as
8 a result of being designated a signed, long-term detour route for the PROJECT. AUTHORITY shall
9 conduct an evaluation of the signed, long-term detour routes requiring further investigation and analysis
10 utilizing the same methodology as described in the Final Structural Pavement Investigation Report
11 identified in this AMENDMENT NO. 1 to AGREEMENT. If, as a result of AUTHORITY's evaluation,
12 additional pavement mitigation is needed, the Parties shall negotiate and agree upon the scope of work
13 and cost thereof to be paid by AUTHORITY, if any. Any pavement mitigation costs paid by AUTHORITY
14 under this AMENDMENT NO. 1 to AGREEMENT shall be deducted from the costs to be paid by
15 AUTHORITY as determined under this paragraph for each applicable signed, long-term detour route.
16 Any such agreement shall be set forth via an amendment to the AGREEMENT. AUTHORITY shall
17 reimburse CITY the exact amount set forth in the amendment and upon payment thereof, AUTHORITY
18 shall have no further cost liability to CITY to mitigate damages to CITY streets caused by PROJECT
19 signed, long-term detour routes."

20 b) Page 8 of 17, paragraph GG to delete in its entirety and, in lieu thereof, insert:
21 "GG. To reimburse CITY for combined costs identified as "CITY SERVICES", and in accordance with
22 the attached REVISED SCHEDULE A, "MAXIMUM REIMBURSEMENT FOR COMBINED CITY
23 SERVICES."

24 c) Page 9 of 17, paragraph II to delete in its entirety and, in lieu thereof, insert:
25 "II. AUTHORITY's reimbursement for CITY SERVICES will not exceed the combined maximum
26 amount shown on REVISED SCHEDULE A."

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2 2. Amend ARTICLE 7. MAXIMUM OBLIGATION, page 13 of 17, to delete in its entirety and, in lieu
3 thereof, insert: "Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY
4 mutually agree that AUTHORITY's maximum cumulative payment obligation hereunder shall be "One
5 Million Two Hundred Seventy Eight Thousand Nine Hundred Thirty Seven Dollars (\$1,278,937.00),
6 including, but not limited to, street pavement obligation for pavement mitigation, unless maximum
7 cumulative obligation is modified by an amendment to this Agreement."

8 The balance of Agreement C-5-3614 remains unchanged.
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement
2 No. C-5-3614 to be executed on the date first above written.

3 **CITY OF HUNTINGTON BEACH**

ORANGE COUNTY TRANSPORTATION AUTHORITY

4
5 By: _____
6 Erik Peterson
7 Mayor

By: _____
 Darrell E. Johnson
 Chief Executive Officer

8 **ATTEST:**

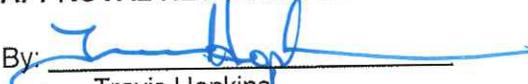
APPROVED AS TO FORM:

9
10 By: _____
11 Robin Estanislau
12 City Clerk

By: _____
 James Donich
 General Counsel

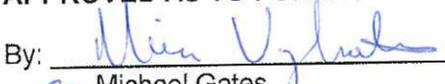
13 **APPROVAL RECOMMENDED:**

APPROVAL RECOMMENDED:

14 By:  _____
15 Travis Hopkins
16 Public Works Director

By: _____
 Jim Beil, P.E.
 Executive Director, Capital Programs

17 **APPROVED AS TO FORM:**

18 By:  _____
19 Michael Gates
20 City Attorney

Dated: _____

Dated: _____

21
22 Attachment:

23 Revised Schedule A – Maximum Reimbursement for Combined City Services
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REVISED SCHEDULE A

REIMBURSEMENT FOR COMBINED CITY SERVICES

CITY OF HUNTINGTON BEACH

<i>Item No.</i>	<i>Reimbursement Description</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.	\$350,100
2	Traffic engineering and detour inspection	\$136,000
3	Police services (including overtime costs)	\$110,100
4	Pavement Mitigation	\$682,737(2)
	TOTAL MAXIMUM REIMBURSEMENT	\$1,278,937

(1) Revised 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 amount for CITY SERVICES shall not exceed the Total Maximum Reimbursement amount shown herein.

(2) This amount has been determined by AUTHORITY, and shall be reimbursed as one-time, lump sum amount upon execution of this Amendment No. 1 to the Agreement