

1 **AMENDMENT NO. 1 TO**
2 **AGREEMENT NO. C-6-1126**

3 **BETWEEN**
4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**
5 **AND**
6 **CITY OF SEAL BEACH**
7 **FOR**
8 **I-405 IMPROVEMENT PROJECT**

9 **THIS AMENDMENT NO. 1**, is effective this 11th day of June, 2019
10 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
11 P.O. Box 14184, Orange, California, a public corporation of the State of California (hereinafter referred to
12 as "AUTHORITY"), and the City of Seal Beach, 211 Eighth Street, Seal Beach, California, 90740 a
13 municipal corporation duly organized and existing under the constitution and laws of the State of
14 California (hereinafter referred to as "CITY"), each individually known as "Party", and collectively known
15 as "Parties".

16 **WITNESSETH:**

17 **WHEREAS**, by Agreement No C-6-1126 dated July 29, 2016, AUTHORITY and CITY entered
18 into a cooperative agreement, in cooperation and partnership with the California Department of
19 Transportation, herein referred to as "CALTRANS", for the specific terms, conditions, and funding
20 responsibilities between the AUTHORITY and CITY for improvements defined as adding one general
21 purpose lane from Euclid Street to Interstate 605 (I-605), plus adding an additional median lane which will
22 be combined with the existing high-occupancy vehicle lane and operated as dual express lanes in each
23 direction of the Interstate 405 (I-405) from State Route 73 (SR-73) to I-605, replacing and/or widening
24 structures, and other additional geometric and interchange improvements, including improvements to
25 CITY-owned and operated streets, and traffic facilities hereafter referred to as CITY FACILITIES
26 potentially impacted by this project, all of which are hereafter referred to as "PROJECT"; and

1 **WHEREAS**, the costs are anticipated to increase due to additional level of effort for CITY
2 SERVICES not accounted for in the original Agreement. The original Agreement assumed a certain level
3 of service, as related to improvements to CITY FACILITIES and negotiated the amount to reimburse
4 CITY at that time. Since then, the level of effort for CITY SERVICES has increased and additional costs
5 are needed during the implementation of the PROJECT; and

6 **WHEREAS**, AUTHORITY and CITY have agreed to amend this Agreement, in the amount of
7 Two Hundred Fifty Thousand Dollars (\$250,000), to reimburse CITY for additional CITY SERVICES, as
8 related to improvements to CITY FACILITIES, identified in the Agreement as:

- 9 • Review and approval of plans, specifications, and other pertinent engineering plans, and
10 reports, and for oversight construction inspection services
11 • Review and acceptance of Transportation Management Plan (TMP)
12 • Traffic engineering
13 • CITY police services, and;

14 **WHEREAS**, the AUTHORITY's Board of Directors approved this Amendment No. 1 on the
15 8th day of APRIL, 2019; and

16 **WHEREAS**, the CITY's Council approved this Amendment No. 1 on the 22nd day of
17 April, 2019.

18 **NOW, THEREFORE**, it is mutually understood and agreed by the AUTHORITY and CITY that
19 Agreement No. C-6-1126 is hereby amended in the following particulars only:

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

21 a) Page 5 of 18, paragraph EE: to delete in its entirety and, in lieu thereof, insert:

22 "EE. To reimburse CITY for combined costs identified as "CITY SERVICES", and in accordance with
23 the attached REVISED SCHEDULE A, "REIMBURSEMENT SCHEDULE FOR COMBINED CITY
24 SERVICES."

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b) Page 5 of 18, paragraph GG: to delete in its entirety and, in lieu thereof, insert:

"GG. AUTHORITY's reimbursement for CITY SERVICES will not exceed the combined maximum amount shown on REVISED SCHEDULE A."

2. Amend **ARTICLE 7. MAXIMUM OBLIGATION**, page 13 of 18, to delete in its entirety and, in lieu thereof, insert: "Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY mutually agree that AUTHORITY's maximum cumulative payment obligation hereunder shall be "Three Hundred Seventy Thousand Six Hundred Dollars (\$370,600) unless agreed to and amended by both Parties. In the event it is determined that pavement mitigation is required, AUTHORITY's maximum cumulative obligation for pavement mitigation shall be addressed in a future amendment to this Agreement."

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REVISED SCHEDULE A**REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES
CITY OF SEAL BEACH**

Item No.	Description of City Services	Maximum Reimbursement Amount¹
1	Review and approval of plans, specifications, and other pertinent engineering plans and reports, Traffic Management Plan review and concurrence, and construction oversight inspection services related to CITY FACILITIES.	\$245,900
2	Traffic engineering	\$47,600
3	Police services (including overtime costs)	\$77,100
4	Pavement rehabilitation (if applicable)	\$TBD ²
	TOTAL MAXIMUM REIMBURSEMENT	\$370,600

- (1) Schedule A shows estimated reimbursement amounts for each CITY SERVICES item of work. During the term of this cooperative agreement, the CITY may redistribute funds for items of work as needed; however, the total amount of CITY SERVICES shall not exceed the Total Maximum Reimbursement amount shown herein.
- (2) In the event it is determined that pavement mitigation is required, this amount will be determined after the contractor is hired by the Orange County Transportation Authority, and shall be reimbursed as a one-time lump sum amount upon execution of an amendment to this cooperative agreement.

The balance of Agreement C-6-1126 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-6-1126 to be executed on the date first above written.

CITY OF SEAL BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: Thomas Moore
Thomas Moore
Mayor

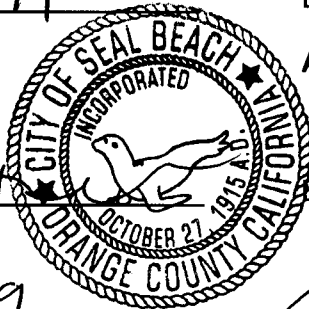
By: Darrell E. Johnson
Darrell E. Johnson
Chief Executive Officer

Date: 5/28/19

Date: 6-11-19

ATTEST:

By: Gloria Harper
Gloria Harper
City Clerk



APPROVED AS TO FORM:

By: James M. Donich
James M. Donich
General Counsel

Date: 5/23/19

Date: 5/1/19

APPROVAL RECOMMENDED

APPROVAL RECOMMENDED:

By: Steve Myrter, P.E.
Steve Myrter, P.E.
Public Works Director

By: James G. Beil, P.E.
James G. Beil, P.E.
Executive Director, Capital Programs

Date: _____

Date: 6/10/19

APPROVED AS TO FORM:

By: Craig Steele
Craig Steele
City Attorney

Date: 5/20/19

Attachment:

Revised Schedule A – Maximum Reimbursement Schedule for Combined City Services, City of Seal Beach