



AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

March 1, 2023

**Jennifer Rosales
Transportation Services Manager
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200**

**SUBJECT: OCTA'S AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT
NO. C-5-3612**

Dear Jennifer Rosales:

Enclosed please find one original of the above referenced subject for your records.

Should you have any contractual related questions, please feel free to contact Reem Hashem at (714) 560-5446 or by e-mail at rhashem@octa.net.

Sincerely,

A handwritten signature in black ink, appearing to read "Marla Ewing", is written over a large, stylized, light-colored scribble or watermark.

**Marla Ewing
Senior Office Specialist
Contract Administration and Materials Management**

Enclosure(s)

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AMENDMENT NO. 3 TO
AGREEMENT NO. C-5-3612
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF COSTA MESA
FOR
I-405 IMPROVEMENT PROJECT

THIS AMENDMENT NO. 3 is effective this 20th day of February, 2023
("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
P.O. Box 14184, Orange, California, a public entity of the State of California (hereinafter referred to as
"AUTHORITY"), and the City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626, a municipal
corporation duly organized and existing under the constitution and laws of the State of California
(hereinafter referred to as "CITY"), each individually known as "Party", and collectively known as
"Parties".

WITNESSETH:

WHEREAS, by Agreement No C-5-3612 dated May 10, 2016 (Agreement), as last changed by
Amendment No. 2 dated February 12, 2020, 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

1 this project, all of which are hereafter referred to as "PROJECT"; and

2 **WHEREAS**, CITY and AUTHORITY agree to extend the term of the Agreement by fourteen (14)
3 months to allow for the completion of work and closeout of the PROJECT; and

4 **WHEREAS**, the Agreement assumed a certain level of CITY SERVICES, as related to
5 improvements to CITY FACILITIES and negotiated the dollar amount at that time, and as later modified
6 by the Amendments; and

7 **WHEREAS**, AUTHORITY and CITY have agreed to further amend the Agreement, in the amount
8 of Fifty Thousand Dollars (\$50,000), to reimburse CITY for additional CITY SERVICES identified in the
9 Agreement as:

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

15 **WHEREAS**, AUTHORITY and CITY agree that this Amendment No. 3 brings the total Agreement
16 amount to One Million Three Hundred Six Thousand Three Hundred Eighty Dollars (\$1,306,380); and

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

19 **WHEREAS**, the CITY's City Council approved this Amendment No. 3 on the 20th day of
20 September, 2022.

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

- 23 1. Amend **ARTICLE 3. RESPONSIBILITY OF AUTHORITY**, as follows:
 - 24 a) Page 8 of 17, paragraph GG, to delete in its entirety and, in lieu thereof, insert:
25 "GG. To reimburse CITY for combined costs identified as "CITY SERVICES", and in
26 accordance with the attached "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR

1 COMBINED CITY SERVICES, CITY OF COSTA MESA – Amendment No. 3.”

2 b) Page 9 of 17, paragraph II, to delete in its entirety and, in lieu thereof, insert:

3 “II. AUTHORITY’s reimbursement for CITY SERVICES shall not exceed the combined
4 maximum amount shown in REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR
5 COMBINED CITY SERVICES, CITY OF COSTA MESA – Amendment No. 3.”

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

8 “Notwithstanding any provisions of the Agreement to the contrary, AUTHORITY and CITY
9 mutually agree that the total Agreement value, is One Million Three Hundred Six Thousand Three
10 Hundred Eighty Dollars (\$1,306,380), unless maximum obligation is modified by an amendment to this
11 Agreement and agreed to by both Parties.”

12 3. Amend **ARTICLE 10. ADDITIONAL PROVISIONS**, page 14 of 17, paragraph A, line 2, to
13 delete “April 30, 2023” as the expiration date of the agreement and, in lieu thereof, insert “June 30, 2024.”

14 4. Amend Agreement’s “SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED
15 CITY SERVICES CITY OF COSTA MESA – Amendment No. 2”, as amended, to delete SCHEDULE A in
16 its entirety and, in lieu thereof, replace with the “REVISED SCHEDULE A, REIMBURSEMENT
17 SCHEDULE FOR COMBINED CITY SERVICES, CITY OF COSTA MESA – Amendment No. 3”
18 attached to this Amendment.

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**AMENDMENT NO. 3 TO
AGREEMENT NO. C-5-3612**

The balance of Agreement No. C-5-3612, as amended, remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement No. C-5-3612 to be executed as of the date of the last signature below.

CITY OF COSTA MESA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: *Lori Ann Farrell Harrison*
Lori Ann Farrell Harrison
City Manager

By: *Meena Katakia*
Meena Katakia
Manager, Capital Projects

ATTEST:



APPROVED AS TO FORM:

By: *Brenda Green*
Brenda Green
City Clerk

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

APPROVAL RECOMMENDED

By: *Raja Sethuraman*
Raja Sethuraman
Public Works Director

APPROVED AS TO FORM:

By: *Kimberly H. Barlow*
Kimberly H. Barlow
City Attorney

Attachment:

Revised Schedule A –Reimbursement Schedule for Combined City Services, City of Costa Mesa

REVISED SCHEDULE A

REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES

CITY OF COSTA MESA

<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.	\$425,400
2	Traffic engineering and detour inspection	\$132,300
3	Police services (including overtime costs)	\$86,700
4	Pavement mitigation	\$661,980 ⁽²⁾
TOTAL MAXIMUM REIMBURSEMENT		\$1,306,380

- (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 among 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 was reimbursed as a one-time, lump sum amount upon execution of Amendment No. 2 to the Agreement.