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PUBLIC SERVICES



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June 21, 2019

~~Ernesto Munoz~~
Public Works Director
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

**SUBJECTS: OCTA'S AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT
NO. C-5-3612**

~~Dear Ernesto Munoz:~~

Enclosed please find one original of the above-mentioned 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,

Marla Ewing
Senior Office Specialist
Contract Administration and Materials Management

Enclosure(s)

CHIEF EXECUTIVE OFFICE

Darrell E. Johnson
Chief Executive Officer

1 **WHEREAS**, the pavement mitigation cost is one of 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 acceptance of the 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 along
- 9 the signed, long-term detours, and alternate detour routes required by CONTRACTOR; and

10 **WHEREAS**, costs for mitigation for reduction of pavement life related to impacts to CITY
11 streets, resulting from signed, long-term detours, and alternate routes required by CONTRACTOR, were
12 not quantifiable at the time of execution of the Agreement; and

13 **WHEREAS**, AUTHORITY and CITY have now agreed to amend the Agreement, following
14 acceptance of the Transportation Management Plan (TMP) by the CITY, in the amount of Six Hundred
15 Sixty One Thousand Nine Hundred Eighty Dollars (\$661,980), to pay CITY for pavement mitigation costs,
16 as quantified and priced by the AUTHORITY, not the CONTRACTOR as was stated in the executed
17 Agreement, and identified in the Structural Pavement Investigation and Report, the I-405 Final Concept
18 Detour Routes Impact Study for the PROJECT dated October 2, 2018; 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 12th day of November, 2018.

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1 **NOW, THEREFORE**, it is mutually understood and agreed by the AUTHORITY and CITY that
2 Cooperative Agreement No. C-5-3612 is hereby amended in the following particulars only:

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

4 a. Page 8 of 17, delete paragraph GG to delete in its entirety and, in lieu thereof, insert:

5 "GG. To reimburse CITY for combined costs identified as "CITY SERVICES", and in accordance
6 with the attached REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY
7 SERVICES, CITY OF COSTA MESA.

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

9 "II. AUTHORITY's reimbursement for CITY SERVICES will not exceed the combined
10 maximum amount shown in Revised Schedule A."

11 c. Page 9 of 17, to add new paragraph LL:

12 "LL. Authority's reimbursement for pavement mitigation, in the amount of \$661,980, will be
13 made in a one-time lump sum amount upon execution of this Amendment."

14 d. Page 9 of 17, to add new paragraph MM:

15 "MM. Within 30 days of Substantial Completion of the PROJECT, the Parties shall conduct a
16 visual inspection of the PROJECT's signed, long-term detour routes within CITY's jurisdictional boundaries
17 to evaluate the post-construction pavement condition of these detour routes. Upon completion of the visual
18 inspection, the Parties shall mutually agree which signed, long-term detour routes, if any, require further
19 investigation and analysis as a result of being designated a signed, long-term detour route for the
20 PROJECT. AUTHORITY shall conduct an evaluation of the signed, long-term detour routes requiring
21 further investigation and analysis utilizing the same methodology as described in the Final Structural
22 Pavement Investigation Report identified in this Amendment. If, as a result of AUTHORITY's evaluation,
23 additional pavement mitigation is needed, the Parties shall negotiate and agree upon the scope of work
24 and cost thereof to be paid by AUTHORITY, if any. Any pavement mitigation costs paid by AUTHORITY
25 under this Amendment shall be deducted from the costs to be paid by AUTHORITY as determined under
26 this paragraph for each applicable signed, long-term detour route. Any such agreement shall be set forth

1 via an amendment to the Agreement. AUTHORITY shall reimburse CITY the exact amount set forth in the
2 Amendment and upon payment thereof, AUTHORITY shall have no further cost liability to CITY to mitigate
3 damages to CITY streets caused by PROJECT's signed, long-term detour routes."

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

6 "Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY mutually
7 agree that AUTHORITY's maximum cumulative payment obligation hereunder shall be One Million Six
8 Thousand Eight Hundred Eighty One Dollars (\$1,006,881.00), including but not limited to, street pavement
9 obligation for pavement mitigation, unless agreed to and amended by both Parties."

10 3. Amend Agreement's SCHEDULE A, "REIMBURSEMENT SCHEDULE FOR COMBINED
11 CITY SERVICES CITY OF COSTA MESA" to delete SCHEDULE A in its entirety and, in lieu thereof, insert
12 the REVISED SCHEDULE A, "REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES, CITY
13 OF COSTA MESA" attached to this Amendment.

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The balance of Agreement C-5-3612 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 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: Tamara Letourneau
Tamara Letourneau
Acting City Manager

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

Date: 5/29/19

Date: 6-20-19

ATTEST:



By: Brenda Green
Brenda Green
City Clerk

APPROVED AS TO FORM:
By: James M. Donich
James M. Donich
General Counsel

Date: 5/31/19

Date: 5/16/19

APPROVAL RECOMMENDED

APPROVAL RECOMMENDED:

By: Raja Sethuraman
Raja Sethuraman
Public Services Director

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

Date: 5/23/19

Date: 6/11/19

APPROVED AS TO FORM:

By: Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 5/24/19

Attachment:

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

Handwritten initials and a circled 'R' in the left margin.

AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-5-3612

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.	\$202,500
2	Traffic engineering and detour inspection	\$78,700
3	Police services (including overtime costs)	\$63,700
4	Pavement Mitigation	\$661,980(2)
	TOTAL MAXIMUM REIMBURSEMENT	\$1,006,880

(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 combined 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 a one-time, lump sum amount upon execution of this amendment to the Agreement.