

1 **AMENDMENT NO. 7 TO**
2 **AGREEMENT NO. C-5-3612**
3 **BETWEEN**
4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**
5 **AND**
6 **CITY OF COSTA MESA**
7 **FOR**
8 **I-405 IMPROVEMENT PROJECT**

9 **THIS AMENDMENT NO. 7** is effective this ____ day of _____, 2025 ("Effective Date"),
10 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
11 Orange, California, a public entity of the State of California (hereinafter referred to as "AUTHORITY"),
12 and the City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626, a municipal corporation duly
13 organized and existing under the constitution and laws of the State of California (hereinafter referred to
14 as "CITY"), each individually known as "Party", and collectively known as "Parties".

15 **WITNESSETH:**

16 **WHEREAS**, by Agreement No C-5-3612 dated May 10, 2016 (Agreement), as last changed by
17 Amendment No. 6 dated June 10, 2025, AUTHORITY and CITY entered into a cooperative agreement,
18 in cooperation and partnership with the California Department of Transportation, herein referred to as
19 "CALTRANS", for the specific terms, conditions, and funding responsibilities between the AUTHORITY
20 and CITY for improvements defined as adding one general purpose lane from Euclid Street to Interstate
21 605 (I-605), plus adding an additional median lane which will be combined with the existing high-
22 occupancy vehicle (HOV) lane and operated as dual express lanes in each direction of the Interstate 405
23 (I-405) from State Route 73 (SR-73) to I-605, replacing and/or widening structures, and other additional
24 geometric and interchange improvements, including improvements to CITY-owned and operated streets,
25 and traffic facilities hereafter referred to as CITY FACILITIES potentially impacted by this project, all of
26 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 October 1, 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 Nine Hundred Eighty Nine Thousand Dollars (\$1,989,000), 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.

21 **WHEREAS**, AUTHORITY and CITY agree that this Amendment No. 7 brings the total agreement
22 amount to Three Million Two Hundred Ninety Five Thousand Three Hundred Eighty Dollars (\$3,295,380);
23 and

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

1 **WHEREAS**, the AUTHORITY's Board of Directors approved this Amendment No. 7 on the
2 8th day of September, 2025; and

3 **WHEREAS**, the CITY's Council approved this Amendment No. 7 on the ____day of
4 _____, 2025.

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

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

8 a) Page 8 of 17, paragraph GG, as last changed by Amendment No. 3 dated February 20,
9 2023, to delete in its entirety and, in lieu thereof, insert:

10 "GG. To reimburse CITY for combined costs identified as "CITY SERVICES", and in
11 accordance with Attachment A "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR
12 COMBINED CITY SERVICES, CITY OF COSTA MESA, AMENDMENT NO. 7."

13 b) Page 9 of 17, paragraph II, as last changed by Amendment No. 3 dated February 20,
14 2023, to delete in its entirety and, in lieu thereof, insert:

15 "II. AUTHORITY's reimbursement for CITY SERVICES shall not exceed the combined
16 maximum amount shown on Schedule A "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE
17 FOR COMBINED CITY SERVICES, CITY OF COSTA MESA, AMENDMENT NO. 7."

18 c) Page 9 of 17, to add the following new paragraphs as follows:

19 "LL. To reimburse CITY, in a lump sum amount of One Million Nine Hundred Eighty Nine
20 Thousand Dollars (\$1,989,000), for additional funds to cover the AUTHORITY's share of pavement
21 impacts on the PROJECT's detour routes as identified in AUTHORITY's post construction final pavement
22 studies, and in accordance with Amendment No. 1 to this Agreement dated June 20, 2019, and to cover
23 other related PROJECT impacts to pavement, safety and appurtenant elements beyond the scope of the
25 design-build contract scope of work."

26 /

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

a) Page 12 of 17, as last changed by Amendment No. 2 dated February 12, 2020, to add the following new paragraphs as follows:

"O. To submit invoices to AUTHORITY for one-time, lump sum payments upon execution of this Amendment to the Agreement."

"P. To execute the CITY's Freeway Maintenance Agreement and Electrical Cost Share Agreement with Caltrans no later than October 1, 2025."

3. Amend **ARTICLE 7. MAXIMUM OBLIGATION**, page 13 of 17, as last changed by Amendment No. 3 dated February 20, 2023, to delete in its entirety and, in lieu thereof, insert:

"Notwithstanding any provisions of the Agreement to the contrary, AUTHORITY and CITY mutually agree that AUTHORITY's maximum cumulative payment obligation hereunder shall be Three Million Two Hundred Ninety Five Thousand Three Hundred Eighty Dollars (\$3,295,380.00), including, but not limited to, street pavement obligation for pavement mitigation, unless maximum obligation is modified by an amendment to this Agreement and agreed to by both Parties."

4. Amend Agreement's "SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES CITY OF COSTA MESA Amendment No. 3", as amended, to delete SCHEDULE A in its entirety and, in lieu thereof, replace with the "REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES, CITY OF COSTA MESA Amendment No. 7" attached to this Amendment.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 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: _____
John Stephens
Mayor

By: _____
Darrell E. Johnson
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: _____
Brenda Green
City Clerk

By: _____
James M. Donich
General Counsel

APPROVAL RECOMMENDED

APPROVAL RECOMMENDED:

By: _____
Raja Sethuraman
Public Works Director

By: _____
James G. Beil
Executive Director, Capital Programs

APPROVED AS TO FORM:

By: _____
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)
5	Post project pavement mitigation	\$1,989,000 (3)
TOTAL MAXIMUM REIMBURSEMENT		\$3,295,380

Notes:

- (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.
- (3) This amount has been determined by AUTHORITY, and will be reimbursed as a one-time, lump sum amount upon execution of Amendment No. 7 to the Agreement.