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**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE ORANGE COUNTY SANITATION DISTRICT AND THE CITY OF
ANAHEIM FOR CONSTRUCTION OF WATER FACILITIES IN CONJUNCTION
WITH THE STATE COLLEGE BOULEVARD SEWER PROJECT**

THIS FIRST AMENDMENT TO AGREEMENT, dated this ____ day of _____, 20__, (“Effective Date”) is made and entered into by and between the

ORANGE COUNTY SANITATION DISTRICT,
a County Sanitation District, hereinafter referred to as “OCSD”;

A
N
D

CITY OF ANAHEIM, California, a municipal corporation,
hereinafter referred to as “City.”

OCSD and CITY are sometimes individually referred to herein as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into the “Agreement between the Orange County Sanitation District and the City of Anaheim for Construction of Water Facilities in Conjunction with the State College Boulevard Sewer Project” dated March 22, 2017 (hereinafter, the “Agreement”) in which OCSD agreed to design, administer, and manage a construction contract for the construction of the Water Projects and Project 2-72B; and

WHEREAS, the Water Project costs have exceeded original cost estimates and the Parties desire to amend the Agreement to increase the reimbursement amount accordingly.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Section 5.F of is hereby added to the Agreement to read as follows:
“In accordance with Section 5.E above, the Parties hereby amend the maximum

1 reimbursement amount of the City for the design and construction of the Water Projects by
2 increasing the amount by an additional Five Hundred and Thirteen Thousand and Four Hundred
3 and Thirty-Nine Dollars (\$513,439.00). Accordingly, notwithstanding section 5.E., the City’s
4 total obligation to reimburse OCSD for the design and construction of the Water Projects shall
5 equal One Million and Eight Hundred and Thirteen Thousand and Four Hundred and Thirty-
6 Nine Dollars (\$1,813,439.00).”

7 2. Except as expressly amended hereby, all the remaining provisions of the
8 Agreement shall remain in full force and effect.

9 3. Any capitalized terms not defined herein shall have the meaning ascribed to it in
10 the Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

1 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
2 as of the day and year first above written.

3
4 ORANGE COUNTY SANITATION DISTRICT

5
6 By: _____
7 David J. Shawver,
8 Chair, Board of Directors

9 APPROVED AS TO FORM
10 GENERAL COUNSEL

11 ATTEST:
12
13 By: _____
14 Kelly Lore,
15 Clerk of the Board, Board of Directors

16 By: _____
17 Bradley R. Hogin,
18 Orange County Sanitation District

19 CITY OF ANAHEIM

20 By: _____
21 Dukku Lee, Public Utilities General Manager

22 APPROVED AS TO FORM:
23 ROBERT FABELA, CITY ATTORNEY

24 ATTEST:
25
26 By: _____
27 Theresa Bass, City Clerk

28 By: _____
Daniel A. Ballin,
Deputy City Attorney

CAO # 130340