

**ORANGE COUNTY TRANSPORTATION AUTHORITY
FIRST AMENDMENT TO UTILITY AGREEMENT NO. UK204650
(UK204650-2)**

DISTRICT 12	COUNTY Orange	ROUTE I-405	POST MILE 9.3 – 24.2	EA 12-0H100	PROJECT ID 1200000180
FEDERAL AID NUMBER HPLULN-6071(043)			OWNER'S PLAN NUMBER N/A		

FEDERAL PARTICIPATION

On the project YES NO

On the Utilities YES NO

FIRST AMENDMENT TO UTILITY AGREEMENT NO. UK204650

(UK204650-2)

DATE

WHEREAS, Orange County Transportation Authority (“Authority”) and Orange County Sanitation District (“Sanitation District”) have entered into that certain Utility Agreement No. UK204650, dated June 28, 2017 (“Agreement”), which Agreement sets forth the terms and conditions pursuant to which the Sanitation District has performed inspection and plan review to accommodate certain aspects of the Authority’s construction on Interstate 405, Project No. 1200000180; and,

WHEREAS, in accordance with Section 1.f of the Agreement, the Authority shall be responsible for all damages arising out of its Project and shall perform all necessary repairs; and,

WHEREAS, in the performance of the Authority’s construction to accommodate the Project, the Authority’s contractor damaged a Facility between Harbor Boulevard and Fairview Avenue and will perform a repair procedure to restore the Facility to a condition that is acceptable to the Sanitation District; and,

WHEREAS, Sanitation District agrees to perform a portion of the repair of the Facility related to sewer liner installation through a separate contractor; and,

WHEREAS, the Authority and the Sanitation District require an amendment to the Agreement to include proper funding and other specific scope of work for this repair to the Facility; and

WHEREAS, this additional work requires additional Sanitation District funds to perform additional coordination, design reviews, and to perform Closed Circuit Television (CCTV) and field inspections, as well as other related construction activities to repair the damage to the Facility; and,

WHEREAS, it has been determined that, since estimated final costs will exceed the amount included in original Agreement, an amendment is required to address the increased cost of the work performed by the Sanitation District; and,

WHEREAS, the estimated cost to Authority of the work to be performed under said Agreement was \$94,682, and by reason of the increased costs referred to above, the amended estimated cost to OCTA increased to \$148,805.

NOW, THEREFORE, it is agreed between the Authority and the Sanitation District as follows:

1. The third paragraph on page 1 of the Agreement is amended to read as follows:

The Sanitation District owns, operates, and maintains a regional sewerage system, including the sewerage facilities described in Exhibit A (each a "Facility" and any two or more the "Facilities"). The Facilities are within the limits of the Project. In order to accommodate construction of the Project, protection of certain Facilities (which the Authority believes will not suffer any direct impact from the Project or its construction) requires cooperation between the Authority and the Sanitation District and, in some cases, may require additional mitigation measures not anticipated by the Authority to ensure that the Facilities are protected in place ("Protection Measures"). Any Protection Measures related to the Facilities as a result of the Project must be reviewed and approved by the Sanitation District prior to construction. Any construction over, under, or directly proximate to the Facilities must be inspected by the Sanitation District to ensure safe operation of the Facilities and the Sanitation District's sewerage systems. Additionally, for any Facilities that must be repaired due to damage caused by the Authority's contractor ("Damage Repair"), the Damage Repair plan must be approved by the Sanitation District prior to construction, and any Damage Repair construction must be inspected by the Sanitation District. During construction of the Damage Repair, temporary diversion of flow within the Facilities may be necessary to provide for the safe operation of the Sanitation District's sewerage system."

2. On page 3, section 2.c. is amended to read as follows:

"The Sanitation District estimates that the cost of the Sanitation District's work under this Agreement, including sewer pipe liner related to the repair of the Facility, will be \$148,805 ("Estimated Sanitation District Costs")."

3. On page 6, a new section 4.i shall be added, to read as follows:

"i. Cost Segregation. All Sanitation District costs related to the Damage Repair, including design plan review, coordination, CCTV, diversion analysis and inspections shall be tracked and itemized separately from other previously anticipated protection inspection items by the Sanitation District and shall be submitted to the Authority in a manner which will allow the Authority to identify those costs associated with the Damage Repair separately from the costs associated with the Projection for purposes of the Authority's billing the Damage Repair costs to its contractor."

4. All other terms and conditions of the Agreement shall remain unchanged.

SIGNATURE PAGE
TO
FIRST AMENDMENT TO UTILITY AGREEMENT NO.
UK204650 (UK204650-2)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Utility Agreement No. UK204650 this _____ day of _____, ____.

OWNER:
Orange County Sanitation District

ORANGE COUNTY
TRANSPORTATION AUTHORITY,
a public entity

By: _____
Title: _____

Date: _____

APPROVED

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

Date: 3/10/2022

By: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Rayl
Special Counsel

Date: _____