

DUPLICATE ORIGINAL

AMENDMENT #1FORCONTRACT FOR TOLL FACILITIES ROAD MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into this 1<sup>ST</sup> day of July 2019 is BY AND BETWEEN

The SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR  
AGENCY a Joint Powers Agency, hereinafter referred to as  
"AGENCY".

AND

The COUNTY OF ORANGE, a political subdivision of the State of  
California, hereinafter referred to as "COUNTY"

W I T N E S S E T H

This AMENDMENT is made and entered into as of the date fully executed by and  
between The SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY, a Joint  
Powers Agency, hereinafter referred to as "AGENCY" and The COUNTY OF ORANGE, a  
political subdivision of the State of California, hereinafter referred to as "COUNTY" and, with  
AGENCY and COUNTY sometimes individually referred to as "Party" or collectively referred to  
as "Parties".

RECITALS

WHEREAS, AGENCY and COUNTY entered into Agreement No. MA-080-  
160116221/TCA Contract K001106, for Toll Facilities Road Maintenance Services effective July  
1, 2016 through June 30, 2019, in an amount not to exceed \$30,000 per fiscal year hereinafter  
referred to as "Agreement"; and,

WHEREAS, both Parties now desires to extend the Agreement for five (5) additional  
years, for a total Agreement period of eight (8) years, expiring June 30, 2024; amend the  
compensation in an amount not to exceed \$90,000 in total; and replace the "Work Plan" with  
"Rate Schedule"; and,

NOW THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. Article "A. DEFINITIONS" of the Agreement shall be amended to read in its entirety as follows:

**A. DEFINITIONS:** Force Account: For the purpose of this Agreement, the term Force Account shall mean in house COUNTY labor resources.

2. Article "B. Term" of the Agreement shall be amended to read in its entirety as follows:

**B. Term:** The Parties mutually agree to extend the Agreement for an additional five years, for a total Agreement period of eight (8) years, expiring June 30, 2024.

3. Article "D. Compensation" of the Agreement shall be amended to read in its entirety as follows:

**D. Compensation:**

1. Agency agrees to pay compensation to COUNTY for work performed under this Agreement in an amount not to exceed \$90,000 in total over the Term of this Agreement, unless otherwise terminated by either Party as provide in Article C of the Agreement. The rates in Attachment A, Rate Schedule are estimated rates and COUNTY will bill AGENCY on time and materials basis for actual services rendered. The time and materials costs shall include all costs for COUNTY Personnel (including labor, burden, overhead), equipment, and materials using the actual number of man-hours and equipment-hours required (including travel time to and from project locations) and actual contract(s)/contractor(s) costs.

2. COUNTY shall submit to AGENCY a monthly itemized invoice which indicates work completed and hours of services rendered by COUNTY. The invoice shall describe the amount of services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. AGENCY shall, within 30 days of receiving such invoice, review the invoice and

1 pay all non-disputed and approved charges thereon. If the AGENCY disputes any of  
2 COUNTY's fees, the AGENCY shall give written notice to COUNTY within 30 days of  
3 receipt of an invoice of any disputed fees set forth on the invoice.

- 4 4. Article "H. ENTIRE AGREEMENT" of the Agreement shall be amended to read in its  
5 entirety as follows:

6 **H. ENTIRE AGREEMENT:** This agreement along with the Attachment A, Rate Schedule  
7 contains the entire agreement between the Parties with respect to the matters contained herein.

- 8 5. Article "U. County Shall" of the Agreement shall be amended to read in its entirety as  
9 follows:

10 **U. COUNTY SHALL:**

11 1. Provide field operations, contract effort and support operations required to  
12 provide the level of maintenance requested by the AGENCY within the "not to exceed"  
13 amount established by this Agreement.

14 2. Perform road maintenance and operation functions as requested by AGENCY:

15 a. Provide sign fabrication/maintenance/installation services.

16 b. Provide weed abatement within SJH Maintenance Areas to conform to  
17 COUNTY fire department requirements.

18 c. Provide erosion control

19 d. Provide various construction activities

20 e. Provide attenuator repair/installation

21 f. Provide highway striping and stenciling services as specified by AGENCY

22 g. Provide labor, materials and equipment to perform various work tasks as  
23 defined by AGENCY.

24 3. Road maintenance activities may be performed by COUNTY either by force  
25 account or contract, or a combination of the two.  
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4. Perform emergency or special road maintenance and operation functions necessitated by accidents, storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure, or facility.

5. Be and is hereby designated as contract and construction agent to do and perform all things necessary in order to design and accomplish road maintenance tasks by contract.

6. Prepare general work schedule indicating work to be accomplished by contract and work to be accomplished by force account. Prepare specific work schedule for COUNTY force account work that includes all AGENCY service requests and provide a copy to AGENCY on a biweekly basis. Adjust work schedules to address AGENCY comments.

7. Submit monthly progress updates to the AGENCY in the form of activity status reports, contract status and backlog reports. Meet periodically or as needed with AGENCY to discuss services being provided. Notify AGENCY in advance of cost overruns associated with deviations from Agency-approved work at AGENCY's request. Work with AGENCY to implement strategies for budget and/or service level adjustments commensurate with available funding.

8. Provide support operations required for providing normal maintenance operations in accordance with the AGENCY's request or direction. This includes the following operations and functions:

a. Provide scheduling services for preparation of work assignments based upon inspection reports and/or input from AGENCY.

b. Develop and maintain a backlog report for activities for the AGENCY area to track work performed and prepare reports of project costs for those projects where special reimbursement is possible.

c. Provide all routine service, supplies and logistical support for performance of maintenance and operations functions for COUNTY crews in accordance with its standard warehouse operating procedures.

d. Provide contract administration/inspection services for maintenance work performed by COUNTY hereunder.

e. Provide logistical support for COUNTY crews including contract administration of specialty contractors, support contracts, special materials and services.

9. Provide all supervision and management required for all field operations, contract effort, and support operations.

10. Invoice AGENCY for all cost for labor, equipment, materials, service contracts, special maintenance contracts, repair contracts, and all applicable overhead and supervisory expenses in accordance with the established COUNTY prices, rates, fees, and charges at the time work is performed.

6. Article "V. AGENCY Shall" of the Agreement shall be amended to read in its entirety as follows:

**V. AGENCY SHALL:**

1. Meet periodically or as needed with COUNTY to discuss the services being provided. Review with COUNTY any cost overruns associated with deviations from Agency-authorized work at AGENCY request and develop strategies for budget and/or service levels commensurate with available funding.

2. Notify COUNTY of priority service requests to be included within the following two-week work schedule. Review work schedule for force account and contract work.

3. Designate an individual or individuals authorized to request performance of services hereunder and designate an individual or individuals with authority to review and approve contract documents on behalf of the AGENCY.

1                   4.       Except as otherwise provided in this AGREEMENT, pay COUNTY for  
2 entire total cost incurred by COUNTY for maintenance, operation, support and contract  
3 functions performed within the SJH Maintenance Areas by COUNTY staff or COUNTY  
4 administered contract to include all costs for labor, equipment, materials, service contracts,  
5 special maintenance contracts, repair contracts, and all applicable overhead and supervisory  
6 expenses in accordance with established COUNTY prices, rates, fees and charges at the time  
7 work is performed.

8                   5.       Pay COUNTY invoiced costs by payment due date. Payment due dates  
9 shall be thirty calendar days after the date of invoicing.

10                  6.       Serve as liaison with individuals, citizen groups and others concerning  
11 performance of work and levels of service provided under this Agreement.

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MA-080-16011622  
TCA Contract K001106

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the  
dates following their respective signatures effective as of the date first above written:

**COUNTY OF ORANGE**

**SAN JOAQUIN HILLS TRANSPORTATION  
CORRIDOR AGENCY**

By \_\_\_\_\_  
Chairwoman of the Board of Supervisors  
County of Orange, California

  
Chief Executive Officer

Date: \_\_\_\_\_

Date: 5/23/2019

SIGNED AND CERTIFIED THAT A COPY OF

THIS AGREEMENT HAS BEEN DELIVERED TO  
THE CHAIR OF THE BOARD PER G.C. Sec 25103,  
Reso 79-1535  
Attest:

By \_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
Orange County, California

Date: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By   
Deputy

## ATTACHMENT A

**OC PUBLIC WORKS  
TCA MAINTENANCE SERVICES RATE SCHEDULE**  
(Unit prices include equipment and standard materials)

Item #	Description	Unit	Minimum Qty	Unit Price
1	Administration Support	Labor Hours	N/A	\$ 93.00
2	Road Maintenance Inspection/Contract Maintenance Support	Labor Hours	N/A	\$ 112.00
3	Supervision Support	Labor Hours	N/A	\$ 125.00
4	Supply standard traffic signs for installation	EACH	10 Each	\$ 160.00
5	Remove and replace standard traffic sign	EACH	10 Each	\$ 70.00
6	Supply custom traffic signs for installation	T&M	N/A	\$ -
7	Remove and replace custom traffic signs	T&M	N/A	\$ -
8	Pavement markers/Delineators	EACH	500 Each	\$ 11.00
9	Attenuator Repair	CREW HRS	N/A	\$ 775.00
10	Guardrail Repair	LF	20 Linear Feet	\$ 128.00
11	Public Works General Labor 1 Person Crew	CREW HRS	N/A	\$ 112.00
12	Public Works General Labor 2 Person Crew	CREW HRS	N/A	\$ 142.00
13	Public Works General Labor 3 Person Crew	CREW HRS	N/A	\$ 192.00
14	Public Works General Labor 4 Person Crew	CREW HRS	N/A	\$ 245.00
15	Emergency Repairs	T&M	N/A	\$ -
16	Extra Work	T&M	N/A	\$ -

Rates are estimates based on minimum quantities. County will bill Agency on time and materials basis for actual services rendered. The time and materials costs shall include all costs for County Personnel (including labor, burden, overhead), equipment, and materials using the actual number of man-hours and equipment-hours required (including travel time to and from project locations) and actual contract(s)/contractor(s) costs.