

**AMENDMENT NO.1 TO AGREEMENT 12-0782**

This Amendment No. 1 (AMENDMENT) to Agreement 12-0782 (AGREEMENT), executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Orange, a political subdivision of the State of California, referred to hereinafter as COUNTY.

**RECITALS**

1. CALTRANS and COUNTY collectively referred to as PARTIES, entered into AGREEMENT on June 2, 2020, defining the terms and conditions for *Combined Project in Laguna Beach, from 1700 ft south of El Toro to State Route 133/73 interchange. Extend merge lanes, improve drainage, widen shoulders to standard, add NB and SB Class II bike lanes and underground utilities between El-Toro and SR 73/133*, referred to as PROJECT.
2. The AGREEMENT established the PARTIES financial obligations and responsibilities to co-SPONSOR the CONSTRUCTION PROJECT COMPONENT.
3. PARTIES now seek to:
  - (a) Increase SHOPP funds for Construction Support by \$510,338 and Construction Capital by \$5,241,040 and to increase LOCAL funds for Construction Support by \$384,992 and Construction Capital by \$3,953,767. This will bring the PROJECT total cost to \$26,102,553.
  - (b) Revise the post mile reference on the header to correspond with the project post mile limit.

**IT IS THEREFORE MUTUALLY AGREED:**

1. The post mile 12-ORA-133-PM 0.0 referenced on the header of AGREEMENT is amended to read as follows:

12-ORA-133-PM 3.2/4.218
2. A new Funding Summary No. 02 is attached and made a part of the AGREEMENT.

**Attachment A**

12-ORA-133-PM 3.2/4.218

EA 0P94U

Project ID 1217000076

Agreement 12-0782 A1

County Agreement MA-080-20011606

3. A revised Funding Summary No. 02 is attached and made part of the AGREEMENT. Any reference to the Funding Summary No. 01 in the AGREEMENT is deemed to refer to the revised Funding Summary No. 02 attached herein.
4. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
5. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

**CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

**COUNTY OF ORANGE**

Kevin Onuma, County Engineer

601 N. Ross Street, 4th Floor

Santa Ana, CA 92701

Office Phone: (714) 667-3939

Email: Kevin.Onuma@ocpw.ocgov.com

**CALTRANS**

Barbara McGahey, Project Manager

1750 E. 4th Street.

Santa Ana, CA 92705

Office Phone: 657-328-6334

Mobile Phone: 949-226-6840

Email: bmcgahey@dot.ca.gov

**SIGNATURES**

PARTIES are authorized to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT. By signing below, the PARTIES each expressly agree to execute this AMENDMENT electronically.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**COUNTY OF ORANGE**

\_\_\_\_\_  
Adnan Maiah  
Deputy District Director  
Strategic Portfolio Management  
Single Focal Point

\_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

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

Date \_\_\_\_\_

**VERIFICATION OF FUNDS & AUTHORITY:**

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


\_\_\_\_\_  
Neda Saber  
District Budget Manager

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

**CERTIFIED AS TO FINANCIAL  
TERMS & POLICIES:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lai Saephan  
HQ Accounting Supervisor

 12/06/2020  
\_\_\_\_\_  
Ray Diaz  
Deputy County County

**FUNDING SUMMARY NO. 02**

<b><u>FUNDING TABLE</u></b>					
<b><u>IMPLEMENTING AGENCY →</u></b>			<b><u>CALTRANS</u></b>		<b>Totals</b>
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>CONST. SUPPORT</b>	<b>CONST. CAPITAL</b>	
STATE	CALTRANS	SHOPP	2,650,973	12,294,996	14,945,969
LOCAL*	COUNTY*	Local	1,541,353	9,615,231**	11,156,584
<b>Totals</b>			<b>4,192,326</b>	<b>21,910,227</b>	<b>26,102,553</b>

<b><u>SPENDING SUMMARY</u></b>				
<b>Fund Type</b>	<b>CONST. SUPPORT</b>		<b>CONST. CAPITAL</b>	<b>Totals</b>
	<b><u>CALTRANS</u></b>	<b>COUNTY</b>	<b><u>CALTRANS</u></b>	
SHOPP	2,650,973	0	12,294,996	14,945,969
Local*	1,541,353	0	9,615,231	11,156,584
<b>Totals</b>	<b>4,192,326</b>	<b>0</b>	<b>21,910,227</b>	<b>26,102,553</b>

\*COUNTY Local Funds: CARITS and RMRA

\*\*County's contribution from Rule-20A funds in the amount of \$12.01M towards the utility undergrounding is excluded from the capital cost.

**Funding**

6. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

7. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

**ICRP Rate**

8. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
9. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.
10. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the California Transportation Commission.
11. SHOPP funds can only be expended on SHOPP-eligible items and work.

**Invoicing and Payment**

12. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice. when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within thirty (30) calendar days of receipt of invoice.
13. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
14. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

**CONSTRUCTION Support**

15. CALTRANS invoiced and COUNTY paid \$51,000 initial deposit for CONSTRUCTION SUPPORT expenditures.

Thereafter, CALTRANS will invoice and COUNTY will reimburse for actual costs incurred and paid.

**CONSTRUCTION Capital**

16. CALTRANS invoiced and COUNTY paid \$168,000 initial deposit for CONSTRUCTION CAPITAL expenditures.

Thereafter, CALTRANS will invoice and COUNTY will reimburse for actual costs incurred and paid.