

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT BETWEEN CITY OF ORANGE AND CITY OF ANAHEIM FOR FUNDING, DESIGN AND CONSTRUCTION OF THE ORANGEWOOD AVENUE BRIDGE WIDENING OVER THE SANTA ANA RIVER AND A NEW CITY OF ORANGE WATER MAIN ALONG ORANGEWOOD AVENUE

This **AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT** ("Amendment No. 1"), dated for identification purposes only as of March 19, 2024 is entered into by and between the **CITY OF ORANGE**, a municipal corporation of the State of California ("**Orange**"), and the **CITY OF ANAHEIM**, a municipal corporation and charter city ("**Anaheim**") with reference to the following:

RECITALS

- A. Orange and Anaheim (hereinafter "Parties") entered into that certain Cooperative Agreement dated as February 13, 2018 (the "Agreement") regarding their respective responsibilities for design, right-of-way acquisition, utility relocation, environmental documents and construction of the Orangewood Avenue widening project (the "Project").
- B. The Project will incorporate plans to accommodate the Orangewood Bridge Preventive Maintenance / Repair Work on the Orangewood Avenue Bridge over the Santa Ana River. The scope of work includes, but is not limited to, joint repair, methacrylate deck treatment, concrete spall repair, and asphalt resurfacing.
- C. The Parties desire to amend the Agreement to: increase the Project funding obligations to reflect current construction unit costs and account for the Orange Water Main Phase II (Base and Alternate Bids), Base Bid water main within the Orangewood Avenue Bridge, Alternate Bid A, water main within Caltrans right of way, and Alternative Bid B, water main from the eastern Caltrans right of way to Eckhoff Street; address Orangewood Bridge Preventive Maintenance /Repair Work in Orange's Bridge Preventive Maintenance Program ("BPMP"); and to account for Orange using its own local funds for construction.

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

SECTION 1. AMENDMENT OF AGREEMENT. The Agreement is hereby amended as set forth in this Section.

1.1 Section 1.1 of the Agreement, is hereby amended to read as follows:

"a. Anaheim shall be responsible for actual project costs and expenses for the work to be performed within the City of Orange from the Platinum Triangle Community

Facilities District Funds in the estimated amount of Fourteen Million One Hundred Fifty-Seven Thousand (\$14,157,000).

c. Anaheim shall be responsible for all actual expenses incurred by Orange as part of the on-going Project related activities for meetings, Project coordination and management, engineering, design, review, plan check and construction.

1.2 Section 1.2.a of the Agreement, is hereby amended to read as follows:

“a. Orange shall pay Anaheim for all actual expenses, an estimated amount of Five Million, Eight Hundred Seventy-Eight Thousand, Eight Hundred Sixty Dollars (\$5,878,860), for Design, including right-of-way engineering, Construction, Construction Contingency, and Construction Management & Inspection of the Orange Water Main.”

1.3 Section 1.2.b.ii of the Agreement, is hereby amended to read as follows:

“ii. Five Million, Seven Hundred Fifty-Eight Thousand Dollars (\$5,758,000) for Construction, Construction Contingency, and Construction Management & Inspection within sixty (60) calendar days from the construction bid opening date.”

1.4 Section 1 of the Agreement is hereby amended to add a new Section 1.3 to the Agreement as follows:

“1.3 Anaheim and Orange will cooperate in a Bridge Preventive Maintenance Program (“BPMP”) for the Project.

a. The costs associated with the BPMP work is estimated to be about One Hundred Fifty Thousand Dollars and No/100 Cents (\$150,000.00).

b. Anaheim and Orange shall each be responsible for 50% of the BPMP costs. Orange shall be responsible for using its own local funds for construction related to the BPMP.

c. In addition, each party shall be responsible for 50% of any and all unforeseen costs above and beyond the estimated amounts noted above for the BPMP work.

d. Anaheim will attach Orange’s BPMP submittal to the Project’s plan sheets, specification language, and bid items.”

SECTION 2. INTEGRATION. Except as expressly provided to the contrary herein, all provisions of the Agreement shall remain in full force and effect. The Agreement and this Amendment No. 1 shall hereinafter be collectively referred to as the “Amended Agreement.” The Amended Agreement integrates all of the terms and conditions of agreement between the Parties

and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof.

SECTION 3. EFFECTIVE DATE. The Effective Date of this Amendment No. 1 shall be the latest date of execution hereinafter set forth opposite the names of the signatories hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed on the dates hereinafter respectively set forth.

CITY OF ANAHEIM,
a municipal corporation

Date: 3/23/24

By: [Signature]
Rudy Emami
Director of Public Works

Attest:



[Signature]
Theresa Bass, City Clerk 5/29/24

Approve as to Form:
ROBERT FABELA, CITY ATTORNEY

By: [Signature]
Bryn M. Morley
Deputy City Attorney
147854

CITY OF ORANGE,
a municipal corporation

Date: May 17, 2024

By: [Signature]
Daniel R. Slater, Mayor

ATTEST:

[Signature]
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

By: [Signature]
Mike Vigliotta, City Attorney

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