



Memorandum: Non-Financial Altering Revisions

Revisions to the Cooperative Agreement for San Juan Creek Bridge between Southern California Regional Rail Authority (SCRRA) and Orange County Flood Control District (DISTRICT) at SCRRA MP 197.9- ORANGE SUBDIVISION in CITY OF SAN JUAN CAPISTRANO, ORANGE COUNTY CALIFORNIA


Revision No.	Revision Description	Date
1	Revision to replace SCRRA Project No. 419004, to SCRRA Project No. 861068. All references to SCRRA Project No. 419004, are redlined and changed to SCRRA Project No. 861068	10/6/2025

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, a joint powers authority existing under the laws of the State of California

By:  Digitally signed by Aaron Azevedo
Date: 2025.10.21 10:35:23 -07'00'

Aaron Azevedo
Director, State of Good Repair

THE COUNTY OF ORANGE, CALIFORNIA
a political subdivision of the State of California

By:  Signed by: 10/9/2025 | 7:41 AM PDT
F0ECAA5EC531498

OC Public Works, Director or designee
Pursuant to Board of Supervisors Minute
Order of August 26,2025, Item #24



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SCRRA Project No. ~~419004~~

OCFCD Agreement MA-080-25011369

COOPERATIVE AGREEMENT

for

San Juan Creek Bridge

between

Southern California Regional Rail Authority
(SCRRA)

and

Orange County Flood Control District
(DISTRICT)

at

SCRRA MP 197.9 – ORANGE SUBDIVISION

in

CITY OF SAN JUAN CAPISTRANO,
ORANGE COUNTY, CALIFORNIA

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SCRRA Project No. ~~419004~~
OCFCD Agreement MA-080-25011369

COOPERATIVE AGREEMENT
for
San Juan Creek Bridge

SCRRA MP 197.9 – ORANGE SUBDIVISION
CITY OF SAN JUAN CAPISTRANO,
ORANGE COUNTY, CALIFORNIA

THIS COOPERATIVE AGREEMENT (“AGREEMENT”) for San Juan Creek Bridge is made and entered into on this 12th day of December, 2026 (“Effective Date”) by and between the Southern California Regional Rail Authority, a joint powers authority existing under the laws of the State of California (hereinafter referred to as SCRRA) and the Orange County Flood Control District, a body corporate and politic, (hereinafter referred to as “DISTRICT”). Hereinafter, “SCRRA” and “DISTRICT” are collectively referred to as “PARTIES”.

RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the “METROLINK” commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“LACMTA”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino County Transportation Authority (“SBCTA”), and Riverside County Transportation Commission (“RCTC”).

Article 1 – List of Exhibits:

- Exhibit B-1 – Detailed Description of Project
- Exhibit B-2 – Railroad Location Print
- Exhibit B-3 – Conceptual Project Plans
- Exhibit B-4 – N/A
- Exhibit B-5 – N/A
- Exhibit B-6 – List of Contractor Submittals Requiring DISTRICT Review
- Exhibit D-1 – N/A
- Exhibit D-2 – SCRRA Cost Estimate
- Exhibit E-1 – N/A

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- Exhibit E-2 – N/A
- Exhibit F – N/A
- Exhibit G – Other Statutory Authority Approvals

Article 2 – Description of Project: N/A

Article 3 - Plans and Specifications:

- 3.1 SCRRA, at the sole cost and expense of DISTRICT, will prepare the Project Plans, Specifications, and Estimates (hereinafter referred to as “PS&E”) for the changes, additions, or alterations to existing design for the SCRRA San Juan Creek Bridge Replacement Project under **Exhibit B-3**. This work to be performed by SCRRA Contractor(s) under the existing contract between SCRRA and Flatiron will be through Contract No. C3153-24, awarded on December 8, 2023. The installation work will be carried out via a change order, and as such, all installation work performed under this contract shall be subject to the same regulations. Even if this work is not funded by federal money, it will automatically inherit Buy America requirements due to its execution through this contract. The PROJECT which is more fully described in **Exhibit B-1 – Detailed Description of Project** and **D-2 - SCRRA Cost Estimate**, shall comply with these provisions.
- 3.2 Any additional work to the 100% PS&E shall comply with the SCRRA and DISTRICT standards, design, and design procedures and guidelines current at the time of execution of the additional work.
- 3.3 Upon completion of the project the as-builts will be uploaded to the myOC eServices portal (<https://myoceservices.ocgov.com/>).

Article 4 – DISTRICT Requirements:

- 4.1 DISTRICT to enter cooperative funding agreement to pay for the additional expense of extending the SCRRA proposed installed sheet pile wall to the existing sheet pile walls within DISTRICT’s right of way described in Exhibit D-2. DISTRICT’s additional expense is detailed under Exhibit D-2.
- 4.2 DISTRICT shall provide their review comments of plans, estimates, and/or submittals within twenty-one (21) calendar days from receiving said items, to ensure that the project schedule is not impacted or delayed.
- 4.3 DISTRICT shall provide coordination support, if necessary, for the PROJECT.
- 4.4 DISTRICT, its officers, employees’ agents, assigns, contractors, and vendors, shall not interfere with the operation of Metrolink commuter train service.
- 4.5 DISTRICT will provide SCRRA and its Contractor(s) with utility information to the best of DISTRICT’s existing records, including locations and required spacing to avoid conflicts during construction. DISTRICT shall not be required to seek information from third parties to furnish to SCRRA and shall not be required to conduct testing to verify the locations of

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utilities on site or to ascertain the location of utilities that do not appear on extant DISTRICT records. DISTRICT agrees to assist in addressing any unforeseen utility issues.

- 4.6 DISTRICT will provide SCRRA the necessary details to design and build around utilities. DISTRICT shall not be responsible for the PROJECT design generated by SCRRA and/or its Contractor(s). DISTRICT has no responsibility for utilities that are not reflected in extant DISTRICT records, and, in the event of a discrepancy between the information in extant DISTRICT records and an on-site survey regarding the location of utilities, SCRRA shall be responsible for verifying the true location of utilities.
- 4.7 DISTRICT authorizes the Director of Orange County Public Works or designee to carry out the terms of AGREEMENT and execute amendments with minor modifications that do not materially alter the terms of financial obligations of the DISTRICT.
- 4.8 DISTRICT authorizes the Chief Real Estate Officer or designee to execute temporary construction easements and other deeds and accept deeds in accordance with the AGREEMENT when conditions have been met; and to carry out the terms of each.

Article 5 – SCRRA Requirements:

- 5.1 SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements, in accordance with SCRRA's Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety Regulations and SCRRA Third Party Work Rules. The employee(s), consultant(s), and contractor(s) shall cooperate with SCRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRA third-party safety requirements, may result in the removal of an offending individual(s) from the railroad Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.
- 5.2 SCRRA's Contractor is responsible for the location and protection of any and all surface, sub-surface, and overhead utilities and structures. Approval of application by SCRRA does not constitute a representation as to the accuracy of completeness of location or the existence or non-existence of any utilities or structures within the limits of this project. SCRRA will conduct due diligence in identifying the exact vertical and horizontal locations of utilities within a specific project scope. Where utilities exist, SCRRA's Contractor will leave gaps and will not place the sheet pile wall over utilities. SCRRA's approval of applications does not guarantee the accuracy or completeness of utility information. SCRRA or its Contractor shall conduct on site testing to verify the location of utilities and to verify that no utilities are present which are not reflected in extant DISTRICT records.
- 5.3 SCRRA to be held responsible for all coordination, permits, licenses and agreements required by Utility Companies, Third Parties and Statutory Authorities for the construction, testing and integration into operational service of the PROJECT.

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- 5.4 SCRRA will incorporate all requirements of this AGREEMENT, in so far as they pertain to construction, planning, coordination and safety of operations on or about the railroad right of way, into the construction contract with the SCRRA's Prime Contractor. SCRRA shall further require that each of its Contractors comply with all requirements of this AGREEMENT that pertain to construction, planning, coordination, and safety of operations on or about the railroad right of way.

Article 6 – Scope of Work and Estimate by DISTRICT: N/A

Article 7 – Scope of Work and Estimate by SCRRA:

- 7.1 The WORK to be performed by SCRRA (hereinafter referred to as "WORK"), at DISTRICT's sole cost and expense, is described in **Exhibit B-1** and **Exhibit D-2** for construction, construction support services and contingency for a Not-to-Exceed amount of Two Million Dollars (\$2,000,000). All WORK performed, and the cost of the PROJECT will be at the sole cost and expense of DISTRICT including any overage beyond the estimated cost for the WORK as limited to the Not-to-Exceed amount above.
- 7.2 Completion of any designs necessary for the WORK portion of the PROJECT, and the acceptance of the estimate in **Exhibit D-2**, and the deposit of any funds due to SCRRA are conditions precedent to issuing the Notice to Proceed with the WORK.
- 7.3 Upon execution of the AGREEMENT and receipt from DISTRICT of a written notice to proceed with the WORK and full funding deposit as described in Article 14.2, SCRRA will place orders for any needed materials or equipment, and issue contracts or task orders for SCRRA construction support scope for the PROJECT, or to facilitate any adjustment of existing SCRRA facilities necessary to permit construction of the PROJECT. Orders for materials, new contracts for construction, or task orders under existing contracts, will be issued in accordance with SCRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRA.
- 7.4 SCRRA shall provide a Construction Inspector to support the PROJECT, observe construction activities in, over and adjacent to SCRRA and DISTRICT right of way for compliance with approved Site-Specific Work Plans ("SSWP"), attend construction meetings, and observe construction activities for railroad operational safety and compliance with SCRRA standards and procedures.
- 7.5 At the end of any work window where construction has impacted, altered or improved existing SCRRA railroad infrastructure or systems, SCRRA shall provide the support of its track, signal and communication maintenance contractor for final inspection and acceptance into operational service of the infrastructure and systems affected by the construction. Any defects or unacceptable conditions preventing operational service shall be immediately addressed by the contractor responsible for the construction implementation.

Article 8 – Construction by the SCRRA:

- 8.1 SCRRA shall furnish, or cause to be furnished, all labor, materials, tools equipment, and superintendence for the performance of the SCRRA WORK (i.e., all work contemplated by this AGREEMENT that is not WORK).
- 8.2 SCRRA must supervise and inspect the operations of all SCRRA Contractors to assure compliance with the plans and specifications approved by DISTRICT, the terms of this AGREEMENT, and all safety requirements for the PROJECT. If SCRRA reasonably determines that SCRRA personnel are not providing proper supervision and inspection at any time during construction of the PROJECT, or that activities of SCRRA personnel are impacting SCRRA or freight railroad operations, SCRRA has the right to stop construction within, above or adjacent to the railroad right-of-way. Construction of the PROJECT, within, above or adjacent to the SCRRA Operating Right of Way will not proceed until SCRRA corrects the objectionable condition or activity to the reasonable satisfaction of SCRRA.
- 8.3 N/A
- 8.4 N/A
- 8.5 SCRRA must advise DISTRICT, in writing of the proposed completion date of the PROJECT sixty (60) days in advance of such completion date, to allow for a meeting and punch list walkthrough a minimum of forty-five (45) days prior to completion to be undertaken between DISTRICT, Contractor and SCRRA to inspect and record any outstanding WORK items, deficiencies or corrections required. At completion and prior to DISTRICT acceptance of the project into operational service, a further walkthrough will be arranged between all said parties to ensure all outstanding punch list items, defects, omissions, site clean-up and removal of materials/equipment with the potential to affect DISTRICT operations have been addressed to DISTRICT's satisfaction. SCRRA shall then formally submit to DISTRICT the Notice of Completion of the PROJECT, within thirty (30) days of completion date.
- 8.6 SCRRA will provide to DISTRICT within (60 days) of final completion of the C3153-24 project, copies of all as-constructed documentation and records pertaining to the project is so far as they relate to the flood control systems and infrastructure, to include, but not necessarily limited to;
- As-constructed plans and shop drawings
 - QA/QC records
 - Materials compliance certification
 - Permits
 - Structures inspection records

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Article 9 -- Maintenance:

- 9.1 Upon completion of the PROJECT and acceptance by DISTRICT, DISTRICT will accept, operate, and maintain, at its sole cost and expense, the following portions of the PROJECT:
- Steel sheet pile walls in DISTRICT's ROW, accompanied channel concrete lining, concrete cap, and tiebacks.
 - The drainage structures and collecting storm drains in DISTRICT's ROW.
 - All other work constructed by the PROJECT as it specifically relates to DISTRICT's ROW.
- 9.2 SCRRA shall be responsible for clearance of vegetation, debris or trash under the STRUCTURE. SCRRA shall trim, mow, prune, remove, or otherwise control all vegetation upon railroad property, excepting anything within twenty (20) feet of the centerline of the tracks (the SCRRA operating right of way) for which SCRRA shall be responsible for said clearance of vegetation, debris or trash under the STRUCTURE.
- 9.3 If in the future, DISTRICT elects to modify the existing crossing(s) by widening or replacement of crossing surface(s), then any SCRRA costs of modifications to crossing(s), including material and/or repair or rehabilitation of the railroad tracks shall be borne by DISTRICT.

Article 10 – Shoofly Construction (Not Used): N/A

Article 11 – Track Stabilization Period (Not Used): N/A

Article 12 – Future Quiet Zone: N/A

Article 13 – Distribution of Costs: N/A

Article 14 – Payment for SCRRA Work:

- 14.1 SCRRA shall provide a statement to DISTRICT within fifteen (15) calendar days of execution of this AGREEMENT, and DISTRICT shall pay to SCRRA within thirty (30) calendar days of date of statement, and prior to any WORK commencing, the lump sum amount for cost item S.3 DSDC Redesign for Sheet Pile Wall Alignment contained in **Exhibit D-2 – SCRRA Cost Estimate**.
- 14.2 Upon completion of the redesign and engineer's final cost estimate, DISTRICT and SCRRA will analyze costs to date and estimated costs (hereinafter referred to as ESTIMATED COSTS) to complete the PROJECT. SCRRA will provide a statement to DISTRICT within fifteen (15) days of receiving the updated Cost Estimate, and DISTRICT shall pay to SCRRA within thirty (30) calendar days of date of statement, the lump sum amount for ESTIMATED COSTS. DISTRICT contribution to complete the PROJECT shall not to exceed the amount specified in Article 7.1.
- 14.3 During the construction of the PROJECT, SCRRA will send DISTRICT quarterly progress statements detailing the scope and costs of the WORK performed by SCRRA under this

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AGREEMENT. At any point in which the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the total deposited to date, SCRRA shall notify DISTRICT and provide an updated estimate for approval not to exceed amount specified in Article 7.1.

Progress statements to DISTRICT shall be sent to:

Orange County Public Works
601 N. Ross Street, 3rd Floor
c/o Flood Program Support
Santa Ana, CA 92701
Email: FloodAgreements@ocpw.ocgov.com

- 14.4 SCRRA will submit quarterly statements of costs incurred by SCRRA for review by DISTRICT. DISTRICT shall review the statements for correctness and provide SCRRA with written approval, comments and/or objections in writing.
- 14.5 Upon completion of the PROJECT, and after the SCRRA overhead rate for each period covering the construction of the PROJECT is approved by the cognizant audit Agency, SCRRA will send DISTRICT a detailed statement of final costs, segregated as to labor and materials for each item shown in **Exhibit D-2**.
- 14.6 Upon completion of the PROJECT or Termination, as referenced in Article 16 herein, in the event the final costs are less than the ESTIMATED COSTS, the difference will be returned to DISTRICT within 30 days.

Orange County Public Works
601 N. Ross Street, 3rd Floor
c/o Flood Program Support
Santa Ana, CA 92701
Email: FloodAgreements@ocpw.ocgov.com

- 14.7 Notwithstanding the amount of the WORK provided by SCRRA, DISTRICT agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs incurred by SCRRA, within the not to exceed the amount specified in Article 7.1, in connection with the PROJECT, including, but not limited to, actual costs of engineering review, coordination, construction inspection, flagging or other protective service, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) associated therewith.

Article 15 – Contractor’s Right of Entry Permit and Insurance:

- 15.1 Entry onto DISTRICT Right of Way by SCRRA or its Contractor(s) shall at all times be subject to the then-current requirements for entering DISTRICT Right of Way.

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Article 16 – Effective Date; Term and Termination:

- 16.1 This AGREEMENT shall become effective as of the date signed by both PARTIES and shall continue in full force and effect for as long as the STRUCTURE/CROSSING AREA(S) exist(s).
- 16.2 SCRRA may suspend its performance under this AGREEMENT, within 30 days of notifying DISTRICT in writing of the suspension of WORK, if it becomes impracticable to proceed because of a lack of PROJECT funding or restrictions on the distribution of funds.
- 16.3 If the AGREEMENT is terminated or suspended for any reason, DISTRICT shall pay to SCRRA all actual costs incurred by SCRRA or its Contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA, including allocated overhead in connection with WORK.

Article 17 – Conditions Precedent to Start of Work: N/A

Article 18 – Indemnification:

- 18.1 SCRRA shall indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless DISTRICT and County and its officers, employees, agents, elected or appointed officials, licensees, and representatives (hereinafter referred to as “DISTRICT Indemnitees”) and its property from loss, injury, liability, damages, claims, costs and expenses, whether incurred or made against DISTRICT or any DISTRICT Indemnitee (including reasonable attorneys’ fees and court costs) arising out of (i) breach of this AGREEMENT by SCRRA and/or its officers, employees, agents, directors, representatives, contractor(s), developer(s), successors or assigns (hereinafter referred to as “SCRRA Indemnitees”), (ii) the willful misconduct or negligent acts or omissions of SCRRA and/or the SCRRA Indemnitees in connection with this AGREEMENT, or (iii) injury to or death of any person (either workmen, employees of SCRRA or its contractor(s), subcontractor(s), successor(s), or assign(s) or the public) resulting from the performance of the WORK; provided, however, that nothing contained in this subparagraph shall operate to relieve DISTRICT from any loss, injury, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of DISTRICT and DISTRICT Indemnitees. If judgment is entered against SCRRA and/or DISTRICT, as applicable, by a court of competent jurisdiction because of the concurrent active negligence of SCRRA and/or DISTRICT (or their respective Indemnitees), the PARTIES agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding the foregoing, nothing contained herein shall relieve SCRRA of any insurance requirements or obligations contained elsewhere in this AGREEMENT.
- 18.2 DISTRICT shall indemnify, defend (with counsel approved in writing by SCRRA), and hold harmless SCRRA and/or the SCRRA Indemnitees and its property from loss, injury, liability, damages, claims, costs and expenses, whether incurred or made against SCRRA or any SCRRA Indemnitee (including reasonable attorneys’ fees and court costs) arising

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out of (i) breach of this AGREEMENT by DISTRICT and/or any DISTRICT Indemnitee, (ii) the willful misconduct or negligent acts or omissions of DISTRICT and/or DISTRICT Indemnites in connection with this AGREEMENT, or (iii) injury to or death of any person (either workmen, employees of DISTRICT or its contractor(s), subcontractor(s), successor(s), or assign(s) or the public) resulting from the performance of the WORK; provided, however, that nothing contained in this subparagraph shall operate to relieve SCRRA from any loss, injury, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of the SCRRA and the SCRRA Indemnites. If judgment is entered against SCRRA and/or DISTRICT, as applicable, by a court of competent jurisdiction because of the concurrent active negligence of SCRRA and/or DISTRICT (or their respective Indemnites), the PARTIES agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding the foregoing, nothing contained herein shall relieve DISTRICT of any insurance requirements or obligations contained elsewhere in this AGREEMENT.

Article 19 – General Provisions:

- 19.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination in writing by the PARTIES or the elimination or removal of sheet pile wall, concrete lining, concrete cap, and abutments whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of DISTRICT and SCRRA.
- 19.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by DISTRICT and SCRRA.
- 19.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and agreement between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.
- 19.4 The PARTIES to this AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State and FHWA, under Section 130, the books pertaining to the WORK shall be open to inspection and audit by representatives of the State and FHWA for three (3) years after FHWA payment of final invoice. Furthermore, each PARTY shall make all records available for audit by SCRRA, or DISTRICT, or Federal auditors, or all or any combination. All audits are to be performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

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- 19.5 In addition to the specific provisions of this AGREEMENT, delay in performance by any PARTY hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the PARTY claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the PARTY claiming such extension is sent to the other PARTY more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.
- 19.6 DISTRICT and SCRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECT.
- 19.7 In the event of an emergency situation where remediation is necessary within DISTRICT infrastructure, PARTIES will coordinate.
- 19.8 Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, nor authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- 19.9 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.
- 19.10 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of this AGREEMENT and the balance of this AGREEMENT shall remain in effect.
- 19.11 This AGREEMENT shall be construed and interpreted under the laws of the State of California.
- 19.12 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.
- 19.13 The RECITALS set forth above are incorporated into this AGREEMENT.
- 19.14 This AGREEMENT may be executed in counterparts and by the PARTIES hereto is separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same AGREEMENT.

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19.15 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

DISTRICT:

Director, OCPW
Orange County Public Works
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
E-mail: kevin.onuma@ocpw.ocgov.com
Telephone: (714) 647-3939

SCRRA:

Director, State of Good Repair
SCRRA/Metrolink
2558 Supply Street
Pomona, CA 91767
E-Mail: azevedoa@scrra.net
Telephone: (213) 598-8981

Orange County Public Works
601 N. Ross Street, 3rd Floor
c/o OC Infrastructure Programs
Santa Ana, CA 92701
E-mail: FloodAgreements@ocpw.ocgov.com
Telephone: (714) 667-9690

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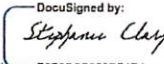
SCRRRA Project No. ~~419004~~

OCFCD Agreement MA-080-25011369

This Agreement shall be made effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above.

Approved as to Form
Office of the County Counsel
County of Orange, California

By:  _____
Stephanie Clark
Deputy County Counsel
County of Orange, California

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By:  _____
Doug Chaffee
Chair of the Board of Supervisors
County of Orange, California

Dated: 7/25/2025 | 7:12 AM PDT

Signed and certified that a copy of this document has been delivered to the Chairman of the Board per G.C. Sec. 25103, Reso 79-1535

ATTEST:
 _____
Robin Stieler
Clerk of the Board
Orange County Flood Control District
County of Orange, California



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**SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY, a joint powers authority existing
under the laws of the State of California**

APPROVED AS TO FORM:

By: Don O. Del Rio
Digitally signed by Don O. Del Rio
Date: 2025.12.12 08:42:18 -08'00'
General Counsel

Dated: _____

By: Darren M. Kettle
Digitally signed by Darren M. Kettle
Date: 2025.12.12 09:39:31 -08'00'
Darren Kettle
Chief Executive Officer

APPROVAL RECOMMENDED

By: Justin Fornelli
Digitally signed by Justin Fornelli
Date: 2025.12.12 09:17:15 -08'00'
Justin Fornelli
Chief Program Delivery

Dated: _____

COOPERATIVE AGREEMENT NO. MA-080-25011369

EXHIBIT B-1

Detailed Description of Project and Scope of Work

Project Intent

This AGREEMENT only refers to and includes the redesign of the existing sheet pile wall (Part of the existing San Juan creek Bridge Replacement Project) in DISTRICT's Right-of-Way. The scope includes all construction activity related to the installation of permanent sheet pile walls in front of the existing Abutment 1 and Abutment 4 that extend away from the railroad bridge on either direction and connect to the DISTRICT's existing sheet pile walls. The sheet piles along Abutment 1 are on the north side of the channel. The sheet pile walls in front of the proposed Abutment 4 are on the south side. Both configurations are show in **Exhibit B-3**. The existing Abutment 4 will be removed to construct the future Abutment 4. The general arrangement, plan, and location of the STRUCTURE proposed by OCTA/Metrolink is shown on the location print marked as **Exhibit B-2**. The conceptual plans for the STRUCTURE and PROJECT upon acceptance by DISTRICT are to be included in this AGREEMENT and are collectively marked as **Exhibit B-3**. The PROJECT includes design services to complete the preliminary and final design of the sheet pile walls, construction engineering, inspection, flagging, construction oversight and contract preparation.

SCRRA and DISTRICT Scope of Work

Redesign of sheet pile walls, construction, and maintenance during construction are a part of SCRRA's scope of work. OCPW's scope of work includes approval of SCRRA's plans, specifications, and estimates, as well as, funding for Soft Costs and Construction Costs depicted in **Exhibit D-2**. Note that Construction Costs will be paid by OCPW based on actual time and material. See below for a list of submittals that are a part of SCRRA's scope of work and will require DISTRICT approval:

1. Hydraulic Comparative Analysis Memo
2. Final Basis of Design Report
3. Geotech memo with supplemental recommendation and Alignment Concept- 30% plans
4. Re-Design Plans 60% and Supplemental Calculations
5. Final Supplemental Re-Design Plans/ Camera Ready

Design Support During Construction Provided By SCRRA

In addition, SCRRA will also provide design support during construction. SCRRA will support the CM for any design related RFIs and submittals. SCRRA's subcontractor will provide geotechnical

services and will be the geotechnical engineer of record for this PROJECT. SCRRRA to provide quality control of subgrade preparation, pile installation, and tie-back installation.

Engineering Design Services Provided by SCRRRA

The Project Manager (PM) is responsible for delivering progress updates and conducting invoice reviews through weekly/biweekly meetings. Moreover, the PM is held responsible for preparing detailed preliminary cost estimates, leading weekly meetings with DISTRICT, and conducting final reviews of all deliverables. During construction, PM will conduct weekly meetings, facilitate correspondence, and resolve issues in the field. The Contract Manager (CM) is responsible for creating change orders for the Metrolink budget revision to SCRRRA. CM must ensure all compliance with contractual obligations. The CM will lead the construction submittal review on a separate contract that is not a part of this AGREEMENT. However, the PM will provide any additional review support for timely approvals. The Contract Administrator (CA) will assist in drafting change orders and managing documentation related to budget revisions. The Office Engineer (OE) will support with review processes by documenting comments, preparing meeting minutes, and tracking action items. The OE will assist in tracking project progress, documenting issues, and coordinating responses to filed challenges, during construction.

Construction Management Provided By SCRRRA

The following assumptions in regard to submittal approvals.

1. Submittal/Review/Approval duration 2025 (Jun-Oct) – 20 Weeks
2. Procure/Delivery Sheet Piles in 2025 (Oct 7 – Nov 25) – 60 Days
3. Sheet Pile Placement Plan Submittal in 2026 (Feb 1 -Feb 20) – 15 Days
4. Sheet Pile Placement Plan Review/Approval (Feb 21 – Mar 5) – 14 Days
5. Drive Sheet Piles/Tie back Installation in 2026 (April 6 – April 20) – 7 Days
6. Construction Oversight per position (7 Days)
7. Material Inspection for Sheet Piles – 1 Day

Flagging Provided By SCRRRA

The following assumptions were made regarding flagging costs.

1. Total flagging work shifts will include 5-day work weeks
2. RWP Safety Training will be \$230/person
3. Railroad flagging will cost \$1,800 per day (includes vehicle costs/management oversight)
4. Flagging needed for equipment access/staging near RR tracks (10 days)
5. General number of members for RWP Training (15-20) including DISTRICT and Metrolink
6. Separate mobilization needed

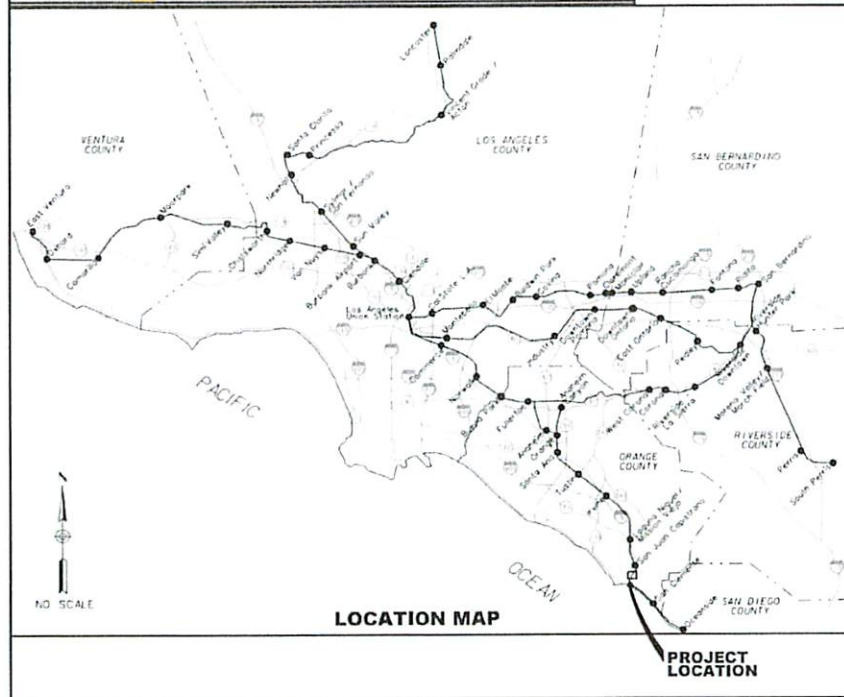
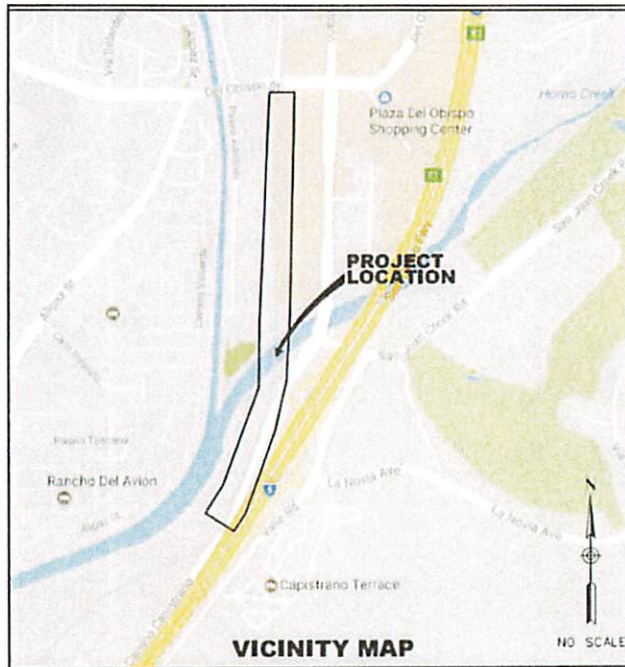
7. 1 month of sheet pile installation
8. 1 additional day for tie-back installation

SCRRRA Agency Services

The following assumptions were made regarding Agency costs.

1. From start of Cooperative Agreement to Substantial Completion of the Sheet Pile Wall in DISTRICT R.O.W there will be a duration of approximately 12 months (48 active weeks).
2. The Director role (Aaron Azevedo) will be involved through the various phases of this work (cooperative agreement development, board approval, procurement of contract task order for support services, design review and coordination oversight, construction oversight, closeout oversight, and invoice and progress updates to DISTRICT).
3. C&S Technician and R/W Manager will be involved for marking utilities and coordinating right-of-way items.
4. Business Analyst II, Business Operations Manager, will support the review of the Contractor's progress payment reports.
5. Senior Accountant will support invoice reporting.
6. Senior Civil Engineer to support Director.
7. Full Labor Burden Rates are estimates.

**Southern California Regional Rail Authority
San Juan Creek Bridge Replacement Project**

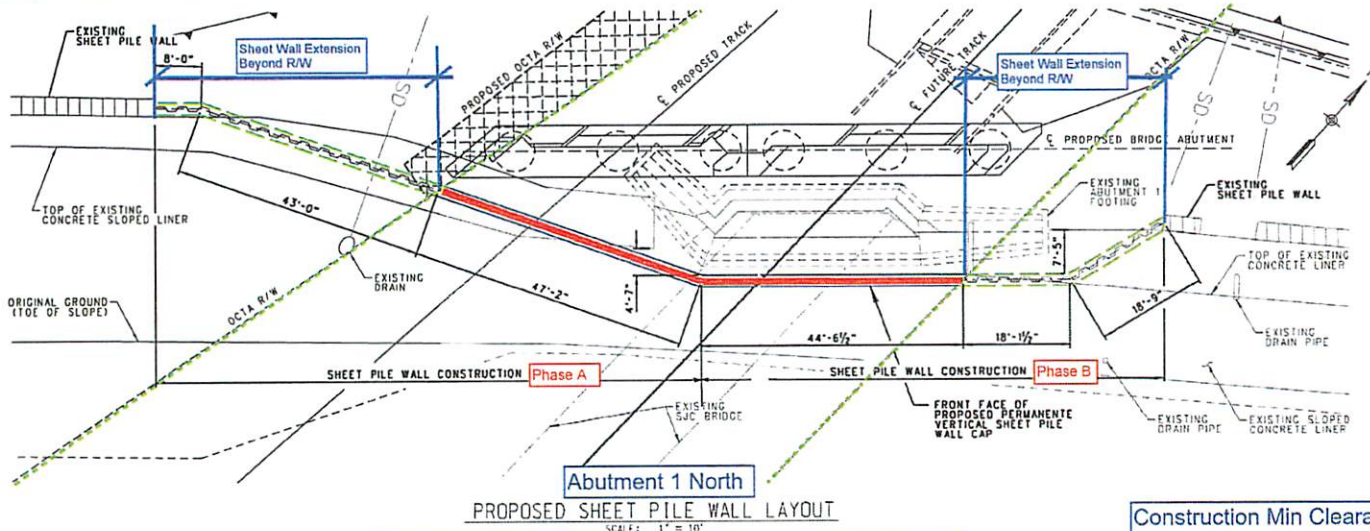


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Exhibit B-3

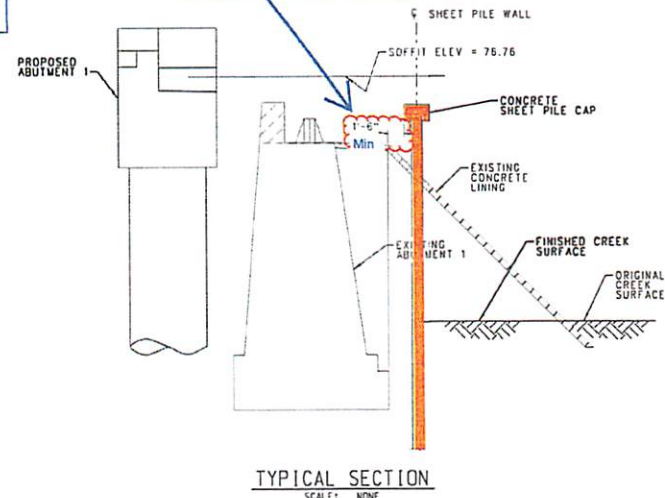
NOTES:

1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. CONTRACTOR HAS THE OPTION TO CONSTRUCT THE SHEET PILE WALL DURING PHASE (1) OR PHASE (2).
2. CONTRACTOR TO REMOVE AND REPLACE RIPRAP AFTER COMPLETION OF SHEET FILE WALL.
3. EXCAVATED TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 95% PRIOR TO CONSTRUCTION OF THE CONCRETE LINER.
4. STEEL SHEET PILES ARE ASTM A590, GRADE 60. THE LENGTH VARIES FROM 50 FEET LONG IN THE RIVER BED AS MINIMUM, AND INCREASES TO 70 FEET LONG AT TOP OF SLOPE. SEE SECTION "B" ON DRAWING SB-54.
5. CONCRETE STRENGTH FOR PILE CAP AND LINER IS 4,000 PSI @ 28 DAYS.



Sheet Pile Wall to be installed in front of Existing Abutment
No change to existing abutment for installing Sheet pile

Construction Min Clearance to be verified by contractor



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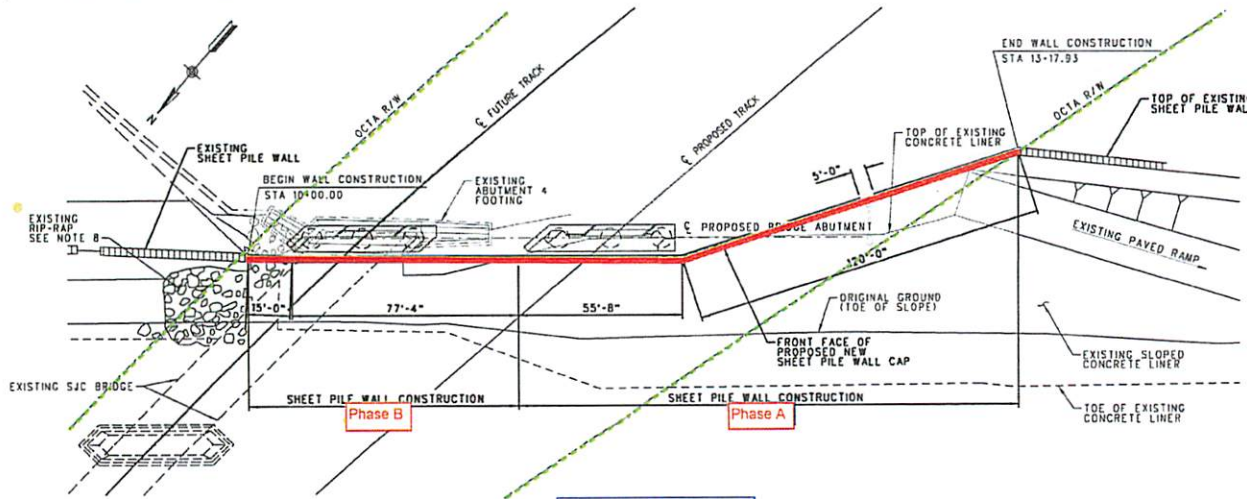
NOTE:
CONTRACTOR SHALL VERIFY ALL CONTROLLING DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

8/7/2024 2:23:24 PM Zucchi P. San Juan Creek Bridge/Design/Structures/Bridge Plans/Reassign/SHEET-PLC-WDTH-SEB5-A.rvt
C:\Users\pjacobs\OneDrive\Documents\Engineer\pjacobs\SanJuanCreek\SanJuanCreek\Bridges\SanJuanCreek\Bridges\Design\Structures\Bridges\Plans\Reassign\SHEET-PLC-WDTH-SEB5-A.rvt

INFORMATION CONFIDENTIAL All plans, drawings, specifications, and all information furnished hereon are the property of the Southern California Regional Rail Authority and shall not be used for any purpose not permitted for in agreement with the Southern California Regional Rail Authority.		DESIGNED BY M. GOLJI DRAWN BY P. ZUCCHI CHECKED BY B. DENG APPROVED BY K. PIRBAZARI DATE 05-29-2019			METROLINK COMMUTER RAIL SYSTEM SAN JUAN CREEK BRIDGE REPLACEMENT PROJECT ORANGE SUBDIVISION - MP 197.4 TO MP 198.4 PERMANENT SHEET PILE WALL - PHASE (1) NORTH SIDE SHEET PILING PLAN	CONTRACT NO. DRAWING NO. X REVISION SHEET NO. 1 OF 133 SCALE AS SHOWN
REV. DATE	APP.					

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Exhibit B-3

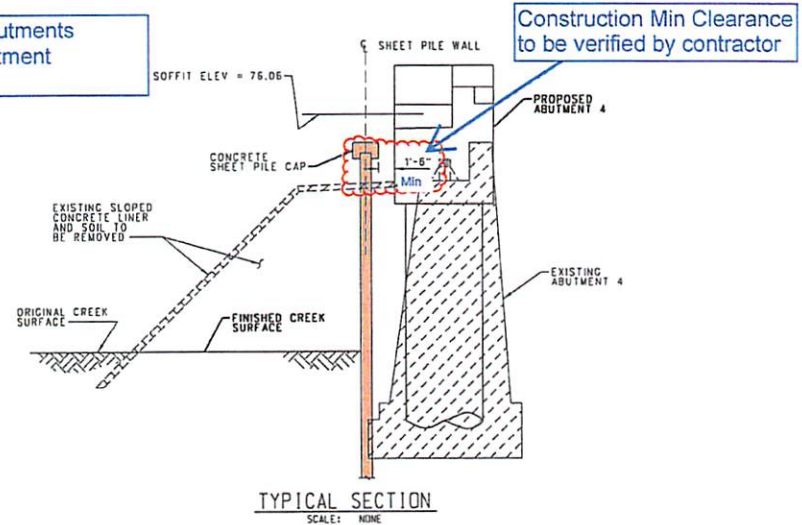


NOTES:

1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. CONTRACTOR HAS THE OPTION TO CONSTRUCT THE SHEET PILE WALL DURING PHASE (1) OR PHASE (2).
2. CONTRACTOR TO REMOVE AND REPLACE EXISTING CONCRETE LINER AFTER COMPLETION OF SHEET PILE WALL PER DETAILS ON SB-54.
3. EXCAVATED TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 95% PRIOR TO CONSTRUCTION OF THE CONCRETE LINER.
4. TOP OF NEW PILE CAP TO MATCH THE TOP OF EXISTING PILE CAP.
5. STEEL SHEET PILES ARE ASTM A590, GRADE 60. THE LENGTH VARIES FROM 50 FEET LONG IN THE RIVER BED AS MINIMUM AND INCREASES TO 70 FEET LONG AT TOP OF SLOPE. SEE SECTION "B" ON DRAWING SB-54.
6. CONCRETE STRENGTH FOR PILE CAP AND LINER IS 4,000 PSI @ 28 DAYS.
7. CONTRACTOR TO VERIFY LOCATION OF EXISTING 9" CMP PIPE AND RELOCATE IT OR PROTECT IN PLACE.
8. EXISTING RIP-RAP TO BE REMOVED AND REPLACED WITH NEW CONCRETE LINING PER DETAILS PROVIDED ON SB-58.

Abutment 4(South)
PROPOSED SHEET PILE WALL PLAN LAYOUT
 SCALE: 1" = 20'

Sheet Pile Wall to be installed in front of Proposed Abutments
 Exist abutment will be removed to construct future Bridge Abutment
 (Per Design Plans)



TYPICAL SECTION
 SCALE: NONE

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NOTE:
 CONTRACTOR SHALL VERIFY ALL CONTROLLING DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

INFORMATION CONFIDENTIAL: All plans, drawings, specifications, and/or information furnished herein and remain the property of the Southern California Regional Authority and shall be held confidential and shall not be used for any purpose not provided for in agreement with the Southern California Regional Authority.		DESIGNED BY M. GOLJI DRAWN BY P. ZUCCHI CHECKED BY S. DENG APPROVED BY K. PIRBAZARI DATE 05-29-2019			METROLINK COMMUTER RAIL SYSTEM SAN JUAN CREEK BRIDGE REPLACEMENT PROJECT ORANGE SUBDIVISION - MP 197.4 TO MP 198.4 PERMANENT SHEET PILE WALL - PHASE (1) SOUTH SIDE SHEET PILING PLAN	CONTRACT NO. DRAWING NO. X REVISION SHEET NO. X OF 133 SCALE AS SHOWN
REV.	DATE	BY	APP.			

COOPERATIVE AGREEMENT NO. MA-080-25011369

EXHIBIT B-6

List of Contractor Submittals Requiring DISTRICT Review

- Site Specific Work Plan
- Product Data

SCRAA COST ESTIMATE OF PROJECT & WORK

Project Name: SJCB SHEET PILE WALL

REDESIGN

Last Updated: 4/1/2025

HIGH LEVEL CONSTRUCTION BREAKDOWN						
ITEM	DESCRIPTION			QUANTITY		TOTAL COST
DIVISION 01	GENERAL REQUIREMENTS			LS	1	\$ 45,040.12
DIVISION 31	EARTHWORK			LS	1	\$ 964,089.02
SCHEDULE - BID OPTIONS				LS	1	\$ 165,818.93
SUB-TOTAL: CONSTRUCTION COST						\$ 1,174,948.07
PROJECT SUPPORT SERVICES / OVERHEAD COST BREAKDOWN						
S.1		N/A				
S.3	DSDC REDESIGN FOR SHEET PILE WALL ALIGNMENT			LS		\$ 94,029.89
S.4	DESIGN SUPPORT DURING CONSTRUCTION			LS		\$ 42,138.93
S.5	PROJECT MANAGEMENT			LS		\$ 54,769.44
S.6	CONSTRUCTION MANAGEMENT			LS		\$ 92,916.00
S.7	FLAGGING			LS		\$ 26,350.00
S.8	AGENCY COSTS			LS		\$ 54,920.00
S.9	MAINTENANCE OF WAY	N/A				
S.10	TRACK/STRUCT. MAINTENANCE SUPPORT	N/A				
S.11	S&C MAINTENANCE SUPPORT	N/A				
S.12	MATERIAL PROCUREMENT LIST (From DPM -17)	N/A				
S.13	RIGHT-OF-WAY ACQUISITION	N/A				
S.14	RAILROAD WORK ORDERS	N/A				
S.15	OTHERS (PERMITS, FEES, LEGAL)	N/A		LS		\$ 15,000.00
SUB-TOTAL: PROJECT RELATED OVERHEAD COSTS						\$ 380,124.26
SUB-TOTAL PROJECT COST:						\$ 1,555,072.33
S.16	PROJECT CONTINGENCY				29%	\$ 444,927.67
TOTAL PROJECT COST (Not to Exceed)						\$ 2,000,000.00
DETAILED CONSTRUCTION COST						
ITEM	DESCRIPTION	UNIT	QTY	UNIT COST		COST
DIVISION 01	GENERAL REQUIREMENTS					
01 55 26.01	Traffic Control	LS	1			\$ 10,174.73
01 71 13.01	Mobilization, Demobilization, and Controls	LS	1			\$ 34,865.40
DIVISION 31	EARTHWORK					
31 16 62.01	Sheet Pile Wall- Furnish and Drive Sheet Pile (Including Pile Caps, Liner Repair, and Excavation for Pile Caps)	SF	8400	\$ 113.00		\$ 949,200.00
31 11 00.01	Site Clearing	LS	1			\$ 13,566.30
31 50 00.01	Trench Excavation to Locate Utilities and Restoration	LS	1			\$ 1,322.71
OPTIONS						
31 16 62.02	Concrete Tieback	EA	30	\$ 5,527.30		\$ 165,818.93
CONSTRUCTION TOTAL						\$ 1,009,129.14
CONSTRUCTION WITH OPTION TOTAL						\$ 1,174,948.07
NOTES:						
<p>1. Metrolink assumes that the work will not cause any changes for environmental clearance and permitting. In the event the DISTRICT needs additional environmental clearance and/or permitting, DISTRICT will be the lead agency.</p> <p>2. Metrolink assumes that this effort will not affect the current project schedule.</p> <p>3. All work is anticipated to remain within OCTA and DISTRICT R.O.W. and coordination with external agencies is not included in this estimate.</p> <p>4. Metrolink assumes inefficiencies due to the inability to perform the DISTRICT and Metrolink designs concurrently. Work cannot be done simultaneously because the cooperative agreement has not been finalized.</p> <p>5. The sheet pile material cost is subject to increase substantially if the order is not placed 7 months ahead of installation, if the work plans are not approved 2 weeks ahead of installation, if the tie back installation work plan is not approved 2 weeks prior to the start of the dry season, and/or if the scope of work cannot be built within the scheduled timeframe.</p> <p>6. The tie back installation is assuming no deadmen is necessary and that all work remains in the DISTRICT R.O.W. Cost associated with tie backs is subject to increase if the tie back length is constricted by the R.O.W. limit lines.</p> <p>7. Cost is subject to changes due to market trends outside of the control of SCRAA and DISTRICT.</p>						

COOPERATIVE AGREEMENT NO. MA-080-25011369

EXHIBIT G

Other Statutory Authority Approvals

All work shall fall under the following permits and statutory authority approvals that are relevant and directly impact the PROJECT and this AGREEMENT:

1. Environmental Permit (Work shall not exceed 20% of this permit)
2. National Environmental Policy Act (NEPA)
3. Army Corp of Engineers Permit (404 Permit)
4. Streambed Alteration Letter from the California Department of Fish and Wildlife
5. Clean Water Act (401 Permit)
6. Stormwater Pollution Prevention Program SWPP Permit