



Letter of Agreement No. C255049

Distributed 2/24/2026
Accounting CAMM
FPA
PM J Lee, C Eitner,
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Wimberley Vendor ✓
CAMM M Bornman

AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

February 19, 2026

Andy Hall
City Manager
City of San Clemente
910 Calle Negocio
San Clemente, CA 92673

**SUBJECT: LETTER OF AGREEMENT NO. C255049
SAN CLEMENTE SEWER LINE**

Dear Mr. Hall:

This letter shall constitute an interim Agreement by and between the Orange County Transportation Authority (Authority) and the City of San Clemente (City) prior to the execution of a Cooperative Agreement for the purpose of establishing a mutual agreement of the roles and responsibilities of the agencies related to the installation of a liner in a sewer line and associated sewer bypass within the limits of Authority's project.

Authority and City agree to the following provisions:

1. The City's sewer line is within the Authority's project for the design and construction of Area 3 of the Coastal Rail Stabilization Priority Projects (Project). In an effort to protect the sewer line due to anticipated additional loads from any construction equipment while constructing the Project, the City will purchase and install a sewer lining for a length of approximately 165-foot south of Mariposa Trail Crossing ("City's Work"). Authority, through its Contractor, Condon-Johnson & Associates ("Authority's Contractor"), will provide a temporary sewer bypass during Project construction ("Authority's Work"). City's Work, Authority's Work, and each agency's responsibilities are further described in the scope of work attached hereto as Exhibit A and fully incorporated herein by this reference.
2. City shall perform City's Work at its sole cost and expense.
3. City shall reimburse Authority for all costs related to Authority's Work performed by Authority's Contractor, estimated at \$690,911.
4. City acknowledges that while City's Work will endeavor to stabilize the sewer line on a temporary basis, stabilization may not be successful in the short- or long term due to the sewer line's existing condition, and Authority shall not bear any responsibility for failures of the sewer line or any issues or concerns related to its performance.
5. City agrees to inspect and accept the Authority's Work as is, and that any further issues or work related to the sewer will be at the City's sole cost.

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6. City shall not hold Authority liable for any additional costs or liabilities incurred related to City's Work on the sewer line or the Authority's Work by Authority's Contractor, and City shall indemnify, defend, and hold harmless Authority for any and all costs, claims, and liabilities arising out of or relating to the sewer line.

TERM OF AGREEMENT

This Letter Agreement shall commence upon execution by both parties and shall expire upon execution of Cooperative Agreement No. C255046 unless earlier terminated or extended as provided in this Letter Agreement. The term may be extended by mutual agreement of the parties.

INDEMNIFICATION

To the fullest extent permitted by law, City shall defend (at City's sole cost and expense with legal counsel reasonably acceptable to Authority), indemnify, protect, and hold harmless Authority, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (City's employees included), for damage to property, including property owned by Authority, or from any violation of any federal, state, or local law or ordinance, by the negligent acts, omissions or willful misconduct of City, its officers, directors, employees or agents in connection with or arising out of the performance of this Letter Agreement, and from any failures or issues relating to the performance of the City's sewer line.

TERMINATION

In the event City defaults in the performance of its obligations under this Letter Agreement or breaches any of the provisions of this Agreement, Authority shall have the option to terminate this Letter Agreement upon thirty (30) days' prior written notice to City.

DISPUTES

This Letter Agreement shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, City shall proceed diligently with the performance of this Letter Agreement and in accordance with Authority's instructions.

NOTICES

Any notices, requests, or demands made between the City and Authority pursuant to this Letter Agreement are to be directed as follows:

To CITY:	To AUTHORITY:
City of San Clemente 910 Calle Negocio San Clemente CA 92673 ATTENTION: Andy Hall, City Manager Phone: (949) 361-8341 Email: HallA@san-clemente.org Cc: David Rebensdorf Public Works Director / City Engineer Phone: 949 361-6130 Email: RebensdorfD@san-clemente.org	Orange County Transportation Authority 550 South Main Street P.O. Box 14184 Orange, CA 92863-1584 ATTENTION: Megan Bornman, Principal Contract Administrator Phone: 714-560-5064 Email: mbornman@octa.net Cc: Jason Lee, Program Manager Phone: 714-560-5833 Email: jlee1@octa.net

IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement No. C255049 to be executed as of the date of the last signature below.

CITY OF SAN CLEMENTE

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By *Andy Hall*
Andy Hall (Feb 20, 2026 12:55:51 PST)
Andy Hall
City Manager

By *Darrell E. Johnson*
Darrell E. Johnson (Feb 23, 2026 11:27:05 PST)
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By *Elizabeth A. Mitchell*
Elizabeth A. Mitchell
City Attorney

By *James M. Donich*
James Donich (Feb 19, 2026 15:34:24 PST)
James M. Donich
General Counsel

APPROVED:

By *James G. Beil*
James G Beil (Feb 23, 2026 08:29:48 PST)
James G. Beil, P.E.
Capital Programs, Executive Director

MPB
LB

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EXHIBIT "A"
SCOPE OF WORK

Authority and City shall perform the following (collectively, the "WORK") per the City Standards:

The "WORK"

Item No.	Scope	Responsible Party
1	Pothole existing utilities for the buried section of the sewer bypass.	OCTA
2	Provide Sewer bypass and testing, including all necessary materials to complete the bypass, and 24/7 pump watch.	OCTA
3	Purchase and Install approximately 165 linear feet of 13.25mm thick CIPP liner from MH#7 to MH#5.	City
4	Provide before and after CCTV of the sewer line between MH#7 and MH#5.	City
5	Remove the sewer bypass and restore access to the Project site.	OCTA
6	Provide railroad flagging as needed to complete the "WORK."	OCTA

Req No	Requested By	Project Manager	Sec Cd	Date Entered	Date Reqd	Auth. By	Authorized Auth.Date	Auth. Value
R001592	Carson Eitner	JASON LEE	RG	02/05/2026	02/05/2026	Veronica Garcia	02/09/2026	\$0.00

Purchasing Question

Budget Year 2026
Encumbered N
Grant Funded GRANT FUNDED - NO
Is Dept Involved IS INVOLVEMENT - NOT REQUIRED
Warehouse
FOB Fiscal Year 25-26

Supplier:
R06325
CITY OF SAN CLEMENTE

Purchasing Instructions

Please initiate entry into Interim Letter Agreement C255049 with the City of San Clemente to define mutually agreed upon provisions related to the protection of the City sewer line within the limits of the CRSPP Catchment Wall project. This is a no cost agreement.

PM: Jason Lee

Item	Qty	UOM	Estimated Price	Description	Order No	Actual Price
0001	1	EA	0.00	Interim Letter Agreement C255049 with the City of San Clemente	C255049	\$0.00
				0018 6062 TR231 447 100.00 %		