



A G E N D A

REGULAR MEETING

Governing Board of the Alameda Corridor Transportation Authority

Meeting Date and Time:	May 16, 2024, 10:00 A.M.
Location:	Long Beach City College Liberal Arts Campus Board Room 4901 East Carson Street, Building T1100 Long Beach, CA 90808
The public may attend the meeting in person or view the meeting online via Zoom:	https://us02web.zoom.us/j/5622477111 Meeting ID: 562 247 7111 Passcode: boardmtg

OPPORTUNITIES FOR THE PUBLIC TO ATTEND THE MEETING AND PROVIDE PUBLIC COMMENTS

In-person comments may be provided at the meeting but will not be accepted via Zoom. Members of the public attending the meeting in person will be given an opportunity to address the Board on (1) any item on the agenda prior to the Board’s consideration of that item, including the consent and closed session agendas; and (2) subjects within the subject matter jurisdiction of the Governing Board during Public Comment on Non-Agenda Items. Members of the public who wish to speak should complete a speaker card indicating the agenda item number on which they will comment or designate “general public comment” and return the card to the Board Secretary. Each speaker will be allowed to speak for up to 3 minutes per agenda item.

Written comments or materials may be submitted by emailing publiccomment@acta.org or brought to the meeting. If you request to distribute documents to the Governing Board, please present the Board Secretary with twelve (12) copies. All written comments or materials submitted for the meeting will be entered into the official meeting minutes. For comments by email, please submit written comments prior to 3:00 pm on the day before the scheduled meeting. Comments submitted by email will be distributed to the Governing Board prior to the meeting and entered into the official meeting minutes.

As a covered entity under Title II of the Americans with Disabilities Act, the Alameda Corridor Transportation Authority (ACTA) does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assistive listening devices, and translation services may be provided. To ensure availability, 72-hour advance notice is required. Contact the ACTA Office at (562) 247-7777.

ROLL CALL

CLOSED SESSION

None



OPEN SESSION

A. COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

B. REPORTS AND PRESENTATIONS

- Proclamation of Appreciation for Duane Kenagy
- Performance Report for March 2024

C. APPROVAL OF THE MINUTES

- Minutes of the March 21, 2024 Regular Governing Board Meeting of the Alameda Corridor Transportation Authority

D. AGENDA ITEMS

Consent Agenda (1):

1. RECEIVE AND FILE Monthly Financial Reports as of February 29, 2024

Regular Agenda (2-6):

2. INFORMATION on ACTA Insurance Coverage
3. REVIEW of Preliminary ACTA Operating Budget for Fiscal Year 2024-2025 (FY25)
4. APPROVE Agreement for On-call Engineering Services with Moffatt & Nichol (C0921) for a term of 5-years and compensation not-to-exceed \$10,000,000
5. RATIFY the CEO's approval of Agreement No. R0919 and Amendment No. 1, and APPROVE Amendment No. 2 to Reimbursement Agreement R0919 with the City of Compton for flagging Services in Support of Repairs to the Artesia Boulevard Bridge, with an increase in compensation to \$226,000
6. APPROVE Reimbursement Agreement R0920 with the Los Angeles County Metropolitan Transportation Authority for a not to exceed amount of \$97,750 and a one-year term for ACTA to provide design review support services in connection with the I-105 ExpressLanes Project

ADJOURNMENT

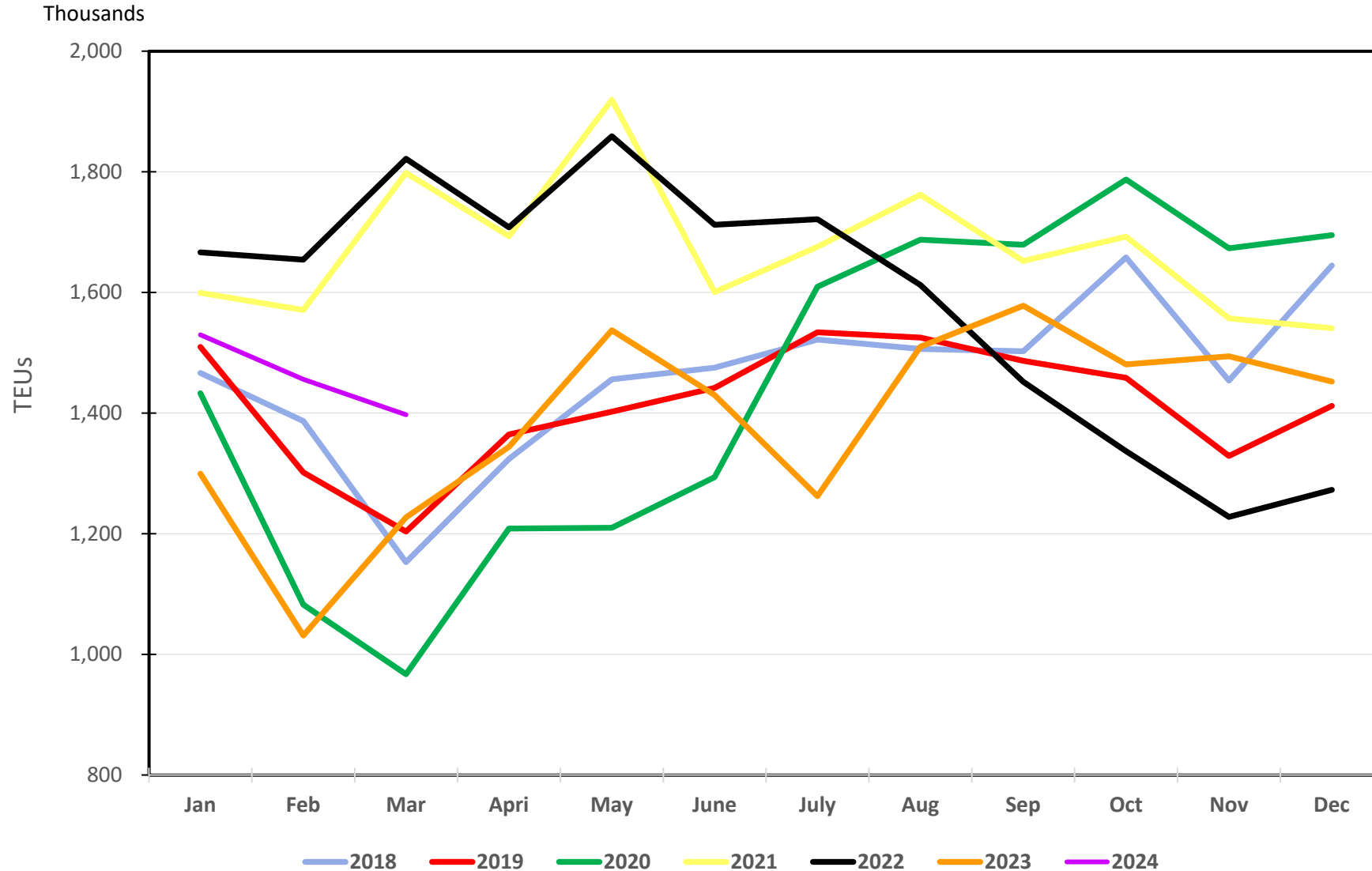
Performance Report March 2024

Port Container Throughput (TEUs) – March 2024

	POLA		POLB		Combined	
	Mar-24	% Change	Mar-24	% Change	Mar-24	% Change
Imports	379,541	18.6%	302,521	8.4%	682,062	13.8%
Exports	144,718	47.3%	105,099	-21.3%	249,817	7.8%
Total Loaded	524,259	25.3%	407,620	-1.2%	931,879	12.2%
Empty	219,158	6.9%	246,464	28.9%	465,622	17.5%
Total	743,417	19.3%	654,084	8.3%	1,397,501	13.9%
	YTD	% Change*	YTD	% Change*	YTD	% Change*
Imports	1,230,069	30.7%	957,709	20.1%	2,187,778	25.8%
Exports	404,026	42.6%	279,098	-20.3%	683,124	7.8%
Total Loaded	1,634,095	33.4%	1,236,807	7.8%	2,870,902	21.0%
Empty	746,408	21.9%	766,014	33.5%	1,512,422	27.5%
Total	2,380,503	29.6%	2,002,821	16.4%	4,383,324	23.2%

* Relative to same period in CY 2023

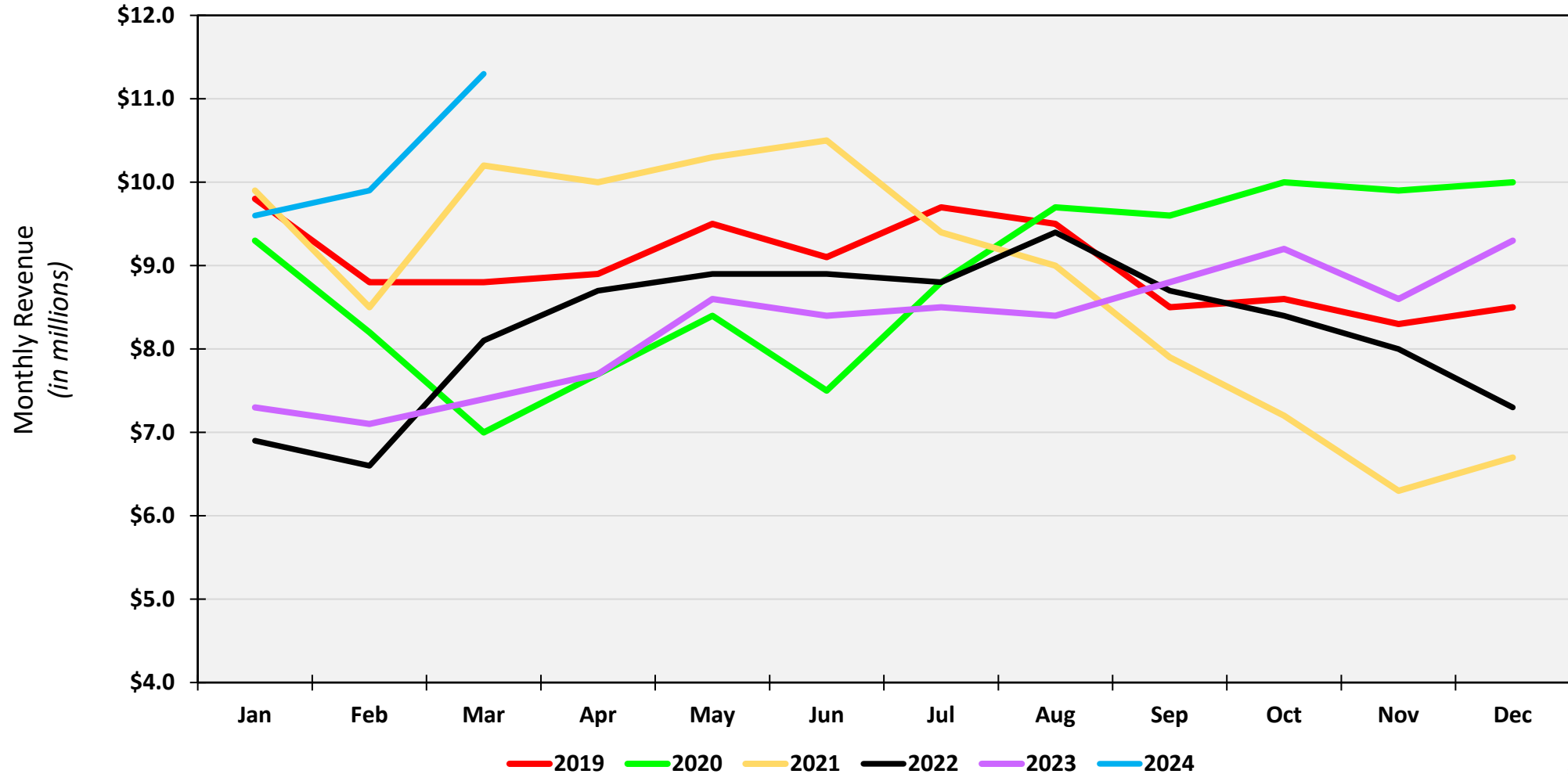
SP Bay Port TEUs Trends through March 2024



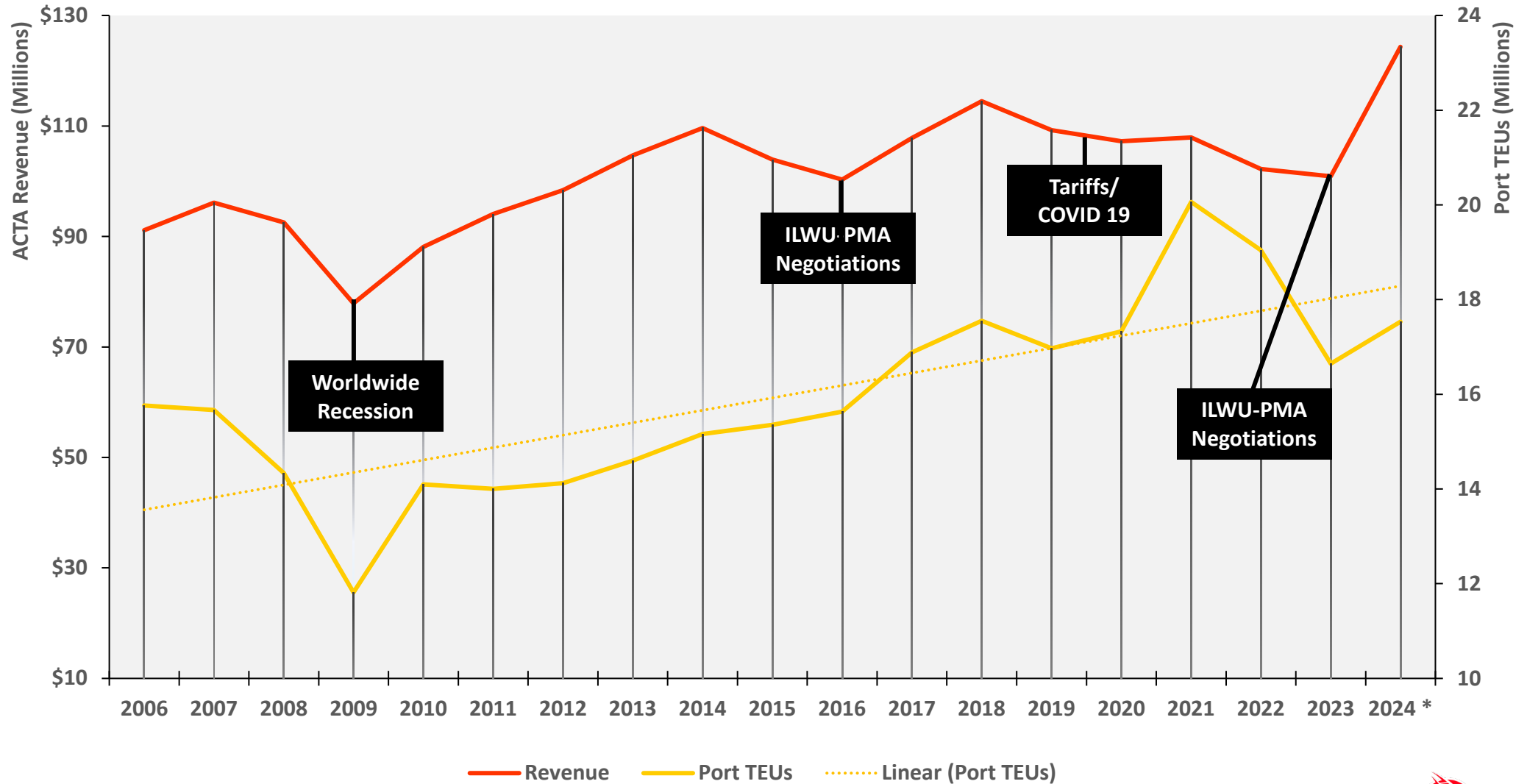
Alameda Corridor Performance March 2024

	Mar 2024	CY24	FY24
Revenue	\$11.3 M	\$30.8 M	\$83.5 M
Change from 2023	52.3 %	40.6 %	15.1 %
TEU's	475,889	1,318,779	3,670,920
Change from 2023	49.2 %	37.8 %	7.4 %

Corridor Revenue Performance CY2019 to CY2024



ACTA Revenue & Port TEUS



*Numbers updated thru March 2024, then averaged for year.

MINUTES OF A REGULAR MEETING OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY GOVERNING BOARD HELD AT LONG BEACH CITY COLLEGE LIBERAL ARTS CAMPUS BOARD ROOM, 4901 E. CARSON STREET, BUILDING T1100, LONG BEACH, CALIFORNIA 90808 ON MARCH 21, 2024 AT 10:00 A.M.

ROLL CALL

Members present:

- Michael Cano, Los Angeles County Metro
- Frank Colonna, Port of Long Beach
- Tim McOsker, City of Los Angeles
- Edward Renwick, Port of Los Angeles
- Suely Saro, City of Long Beach

Alternate members present:

- Michael DiBernardo, Port of Los Angeles
- Sam Joumblat, Port of Long Beach

Members absent:

None

Also present:

- Michael Leue, ACTA, Chief Executive Officer
- Graham Christie, ACTA, Chief Operating Officer
- Heather McCloskey, ACTA, Co-General Counsel
- Thomas Oh, ACTA, Co-General Counsel
- Maria Melendres, ACTA, Governing Board Secretary

The meeting was called to order at 10:12 a.m. by Vice Chair McOsker. Chair Saro arrived at 10:30 a.m. and presided as chair for the remainder of the meeting.

CLOSED SESSION

None

OPEN SESSION

A. COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were no requests by the public to address the Governing Board.

B. REPORTS AND PRESENTATIONS

- 2023 YEAR END & JANUARY 2024 CORRIDOR PERFORMANCE

Michael Leue presented the 2023 year-end and January 2024 Corridor performance statistics.
(Board Member Cano arrived at 10:18 a.m.)

- 2024 BOND TENDER ISSUANCE

Michael Leue presented the 2024 Bond Tender Issuance report. Following some discussion, the Board directed staff to include an agenda item in a forthcoming meeting to explore options for establishing a Legislative & Public Policy Subcommittee.

- 2024 EMERGENCY PREPAREDNESS EXERCISE

Michael Leue presented information on the 2024 Annual Emergency Response Exercise conducted by ACTA on March 3, 2024.

C. MINUTES

ACTA GOVERNING BOARD REGULAR MEETING OF DECEMBER 14, 2023 – APPROVED.

Minutes of the Regular Meeting of December 14, 2023, of the Governing Board of the Alameda Corridor Transportation Authority, were presented to the Governing Board.

Board Member Colonna motioned, seconded by Vice Chair McOsker that the minutes of the December 14, 2023, Regular Meeting of the Alameda Corridor Transportation Authority be approved as submitted. Carried by the following vote:

AYES: Cano, Colonna, DiBernardo, Joumblat, McOsker, Renwick, Saro

NOES: None

ABSENT: None

D. AGENDA ITEMS

Consent Agenda

1. MONTHLY FINANCIAL REPORTS AS OF DECEMBER 31, 2023 – RECEIVED AND FILED.

Communication from Kevin L. Scott, Chief Financial Officer, dated March 21, 2024, recommending that the monthly financial reports as of December 31, 2023, be received and filed, was presented to the Governing Board.

Board Member Joumblat asked staff to include the rate of return for each investment listed in the Cash & Investment Summary in future reports. Mr. Leue informed Board Member Joumblat that monthly reports were provided to the Governing Board with that information.

No public comment was received on the Consent Agenda.

Regular Agenda

2. PRELIMINARY BUDGET SCHEDULE – FY 2024-2025 (FY2025) PRELIMINARY BUDGET SCHEDULE – INFORMATION.

Communication from Kevin L. Scott, Chief Financial Officer, dated March 21, 2024, with a preliminary budget schedule for Fiscal Year 2024/2025, was presented to the Governing Board.

No public comment was received on Item No. 2.

3. REVISED ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY INVESTMENT POLICY – APPROVED.

Communication from Kevin L. Scott, Chief Financial Officer, dated March 21, 2024, recommending the approval of the revised Alameda Corridor Transportation Authority Investment Policy, was presented to the Governing Board.

No public comment was received on Item No. 3.

Board Member Colonna motioned, seconded by Board Member Cano that Item No. 3 be approved as recommended. Carried by the following vote:

AYES: Cano, Colonna, DiBernardo, Joumblat, McOsker, Renwick, Saro

NOES: None

ABSENT: None

4. 2024-2025 INSURANCE COVERAGE RENEWAL – APPROVED.

Communication from Kevin L. Scott, Chief Financial Officer, dated March 21, 2024, recommending the authorization of the Chief Financial Officer or his designee to negotiate and accept the recommendations of Willis Towers Watson, ACTA’s Broker of Record, for placement of required insurance for the period of April 15, 2024 through April 14, 2025; and to bind insurance, on behalf of ACTA, following the recommendation of Willis, was presented to the Governing Board.

No public comment was received on Item No. 4.

Vice Chair McOsker motioned, seconded by Board Member Colonna that Item No. 4 be approved as recommended. Carried by the following vote:

AYES: Cano, Colonna, DiBernardo, Joumblat, McOsker, Renwick, Saro

NOES: None

ABSENT: None

5. DUDEK – CEQA CONSULTING SERVICES – FIRST AMENDMENT TO AGREEMENT NO. C0906 – APPROVED.

Communication from Michael C. Leue, Chief Executive Officer, dated March 21, 2024, recommending the approval of the First Amendment to Agreement No. C0906 with Dudek for the continuation of CEQA consulting services and the authorization of the Chief Executive Officer or his designee to execute said amendment extending the term for 12 months through April 9, 2025, was presented to the Governing Board.

No public comment was received on Item No. 5.

Vice Chair McOsker motioned, seconded by Board Member DiBernardo that Item No. 5 be approved as recommended. Carried by the following vote:

AYES: Cano, Colonna, DiBernardo, Joumblat, McOsker, Renwick, Saro

NOES: None

ABSENT: None

6. RAILWORKS TRACK SERVICES LLC – SECOND AMENDMENT TO AGREEMENT NO. C0885 – APPROVED AS AMENDED.

Communication from Michael C. Leue, Chief Executive Officer, dated March 21, 2024, recommending the authorization of the Chief Executive Officer or his delegate to execute Amendment No. 2 to extend the term of the RailWorks Track Services LLC Agreement C0885 for an additional 5 years and modify certain terms and definitions in the agreement, was presented to the Governing Board.

Vice Chair McOsker made a substitute motion to extend the term of the RailWorks Track Services LLC Agreement C0885 for a term of 18 months. Additionally, he requested that staff provide a schedule for

issuing a Request for Proposal for maintenance services of the Corridor. The motion was seconded by Board Member Renwick. Carried by the following vote:

AYES: Cano, Colonna, DiBernardo, Joumblat, McOsker, Renwick, Saro

NOES: None


ABSENT: None

ADJOURNMENT

At 11:44 a.m., the meeting was adjourned sine die.

M E M O

Alameda Corridor Transportation Authority

To: Governing Board
Meeting Date: May 16, 2024
From: Kevin L. Scott, Chief Financial Officer 
Subject: RECEIVE AND FILE Monthly Financial Reports as of February 29, 2024

Recommendation:

Receive and file the Monthly Financial Reports as of February 2024.

Discussion:

The financial package includes the following:

- Executive Summary – Monthly key financial activity (See Transmittal 1).

Performance Comparisons – Current Month (February) and year-to-date (both by fiscal year and calendar year) of **Revenue** (corridor use fee) and corresponding **TEU** information; **Change** is compared to prior year actuals by month, fiscal year and calendar year.

Use Fees and Container Charges – Use fee and container charge information is provided in a bar chart by fiscal year. The current year shows the actuals to date overlain on the approved fiscal year budget, and with a notation of the latest forecast for fiscal year revenue.


- Monthly Financial Statements (See Transmittal 2).

Statements of Net Position - Unaudited statement of ACTA's assets and liabilities as of February 29, 2024. The audited June 30, 2023 financial information is also included for comparative purposes to the beginning of the fiscal year.

Statement of Revenues, Expenses and Changes in Net Position – Fiscal Year 2024 unaudited statement of revenues, expenses and changes in net position through February 29, 2024. Also included is the statement as of February 2023 which has been included for comparative purposes for eight months of information.

Comparison of Budget Functional Expenses – Operating Budget by Expense Type - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of February 29, 2024.

Comparison of Budget Functional Expenses – Operating Budget by Funds - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of February 29, 2024.



Cash and Investment Summary – Cash and investment balances and the corresponding investment schedule are being presented as of February 29, 2024. The cash and investment balances are segregated by institution, account number reference, and account description. Balances are presented in book and market value. Also included are the grant funds received for the SR-47 project during the current fiscal year. The investment schedule summarizes the composition of the agency’s investment portfolio and how the portfolio complies with the Board approved Investment Policy.

Cash Flow – Cash flow for the month of February 2024 is presented. It is presented in both a summary format and a detailed format. A fiscal year-to-date cash flow showing all activity through February 29, 2024 is also presented in both a summary format and a detailed format. The dollar amounts represent the book values for each account.

Co-General Counsel Review:

ACTA’s Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

Transmittals:

Transmittal 1 - Executive Summary – Key financial activity

Transmittal 2 - Monthly Financial Statements as of February 29, 2024

Key Financial Activity

February '24 vs. '23

Corridor Performance

February '24 vs. '23

Railroad Self-Assessment Revenue

	'24	'23	Change
Feb Revenue	\$9.9 M	\$7.1 M	39.1 %
Calendar Year to Date (Jan-Feb) *	\$19.5 M	\$14.5 M	34.7 %
Fiscal Year to Date (July-Feb) *	\$72.3 M	\$65.2 M	10.9 %

* Note: Does not include reconciliations / adjustments for fiscal year-end.

Corridor Volumes

February '24 vs. '23

TEUs (Daily Containers)

Operations – On Corridor

	'24	'23	Change
TEU's *	411,806 (7,716)	308,232 (5,981)	33.6 %
Calendar Year to Date	814,446 (7,376)	622,671 (5,734)	30.8 %
Fiscal Year to Date	3,096,418 (6,895)	3,004,727 (6,719)	3.1 %

Operations – Around Corridor (Container Charges)

	'24	'23	Change
TEU's *	15,330 (287)	7,172 (139)	113.8 %
Calendar Year to Date	28,443 (258)	15,567 (143)	82.7 %
Fiscal Year to Date	98,613 (220)	95,263 (213)	3.5 %

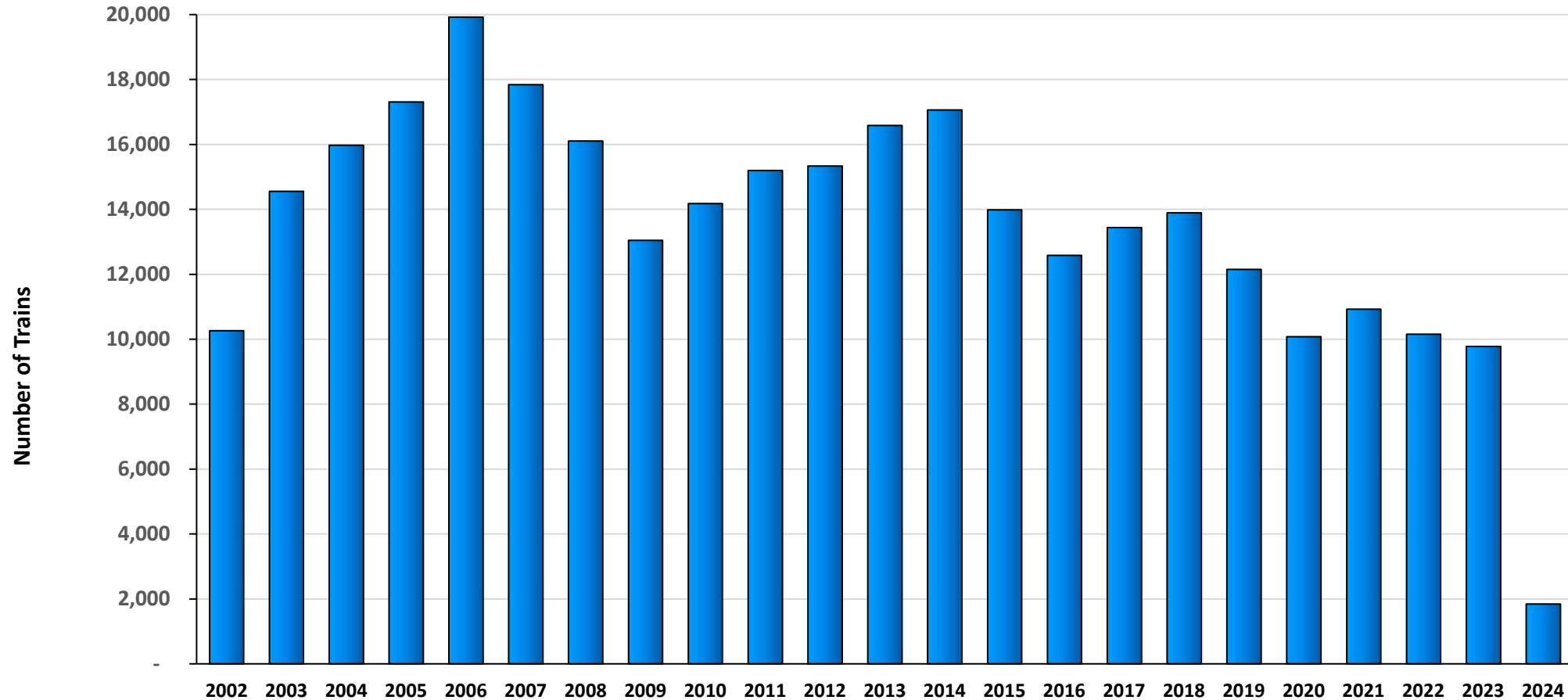
Operations – Combined

	'24	'23	Change
TEU's *	427,136 (8,003)	315,404 (6,121)	35.4 %
Calendar Year to Date	842,890 (7,633)	638,238 (5,878)	32.1 %
Fiscal Year to Date	3,195,031 (7,115)	3,099,990 (6,932)	3.1 %

Note: Numbers in () are the Average Daily Containers, Daily TEU's ÷ 1.84 = Containers

* Containers trucked to off-dock intermodal yards that are charged ACTA fee

Alameda Corridor Train Counts

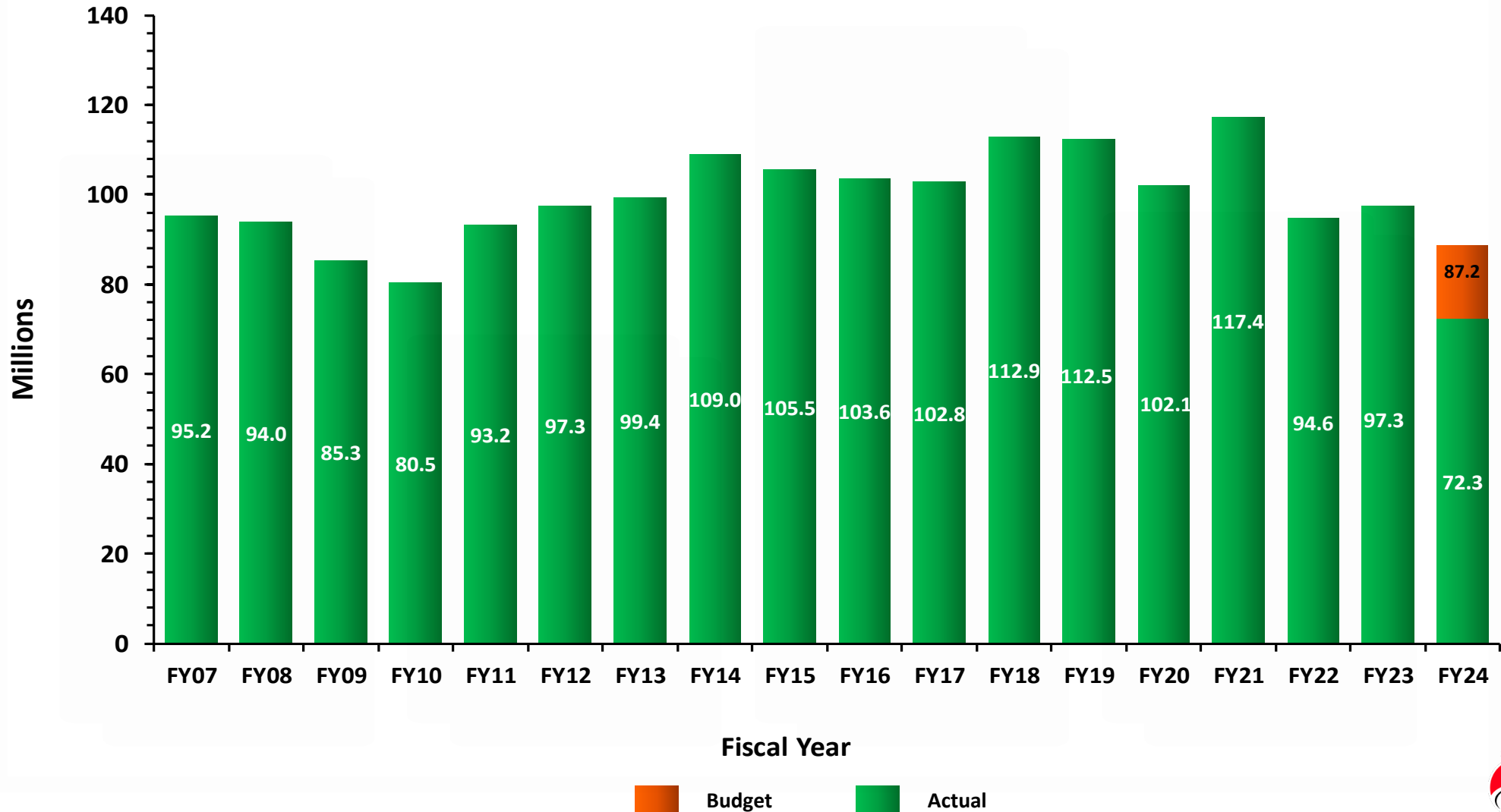


Average Daily Trains*:

<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
39	40	44	47	55	49	44	36	39	42	42	45
<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	
47	38	34	37	38	33	28	30	28	27	31	

Use Fees & Container Charges

as of February 29, 2024





Statements of Net Position

February 29, 2024 & June 30, 2023

Transmittal 2

	<u>February 2024</u>	<u>June 2023</u>	
<u>Assets & Deferred Outflows of Resources</u>			
Current Assets:			
Restricted Cash & Cash Equivalents, & Investments	\$ 52,469,668	\$ 107,715,005	
Receivables	8,992,718	17,496,962	
Prepaid Expenses	531,429	2,294,731	
Total Current Assets	61,993,815	127,506,698	
Prepaid Bond Insurance Premiums, net	30,072,955	18,539,640	
Restricted Investments *	124,627,013	72,450,394	
Assets Held for Transfer	3,116,329	3,116,329	
Net OPEB Asset	271,917	271,917	
Capital Assets Not Being Depreciated	438,148,732	438,148,732	
Capital Assets, Net	1,020,323,162	1,034,397,519	
Total Assets	1,678,553,923	1,694,431,229	
Deferred Outflows of Resources:			
Loss on Refunding	(4,171,083)	45,012,155	
Pension and OPEB Related Items	1,611,550	1,611,550	
Total Assets & Deferred Outflows of Resources	\$ 1,675,994,390	\$ 1,741,054,934	
<u>Liabilities, Deferred Inflows of Resources, & Net Position</u>			
Current Liabilities:			
Accounts Payable	\$ 3,434,185	\$ 6,784,529	
Unearned Revenue	3,927,865	4,425,838	
Accrued Interest Payable, Current Portion	20,650,564	12,550,134	
Revenue Bonds Payable, Current Portion	16,255,000	15,495,000	
Other Liabilities	559,290	628,447	
Total Current Liabilities	44,826,904	39,883,948	
Noncurrent Liabilities:			
Shortfall Advances Payable to Ports	13,599,974	13,115,138	
Net Pension Liability	2,304,499	2,304,499	
Accrued Interest Payable, Net of Current Portion	465,619,564	621,655,133	
Revenue Bonds Payable, Net of Current Portion & Unamortized Discount	1,781,400,257	1,649,289,843	
Total Noncurrent Liabilities	2,262,924,294	2,286,364,613	
Total Liabilities	\$ 2,307,751,198	\$ 2,326,248,561	
Deferred Inflows of Resources			
	346,107	346,107	
<u>Net Position</u>			
Net Investment in Capital Assets	-	-	
Restricted for Debt Service	124,923,871	119,498,555	
Restricted for Capital Projects	-	-	
Restricted by Master Trust Agreement	73,659,358	79,612,842	
Unrestricted	(830,686,144)	(784,651,131)	
Total Net Position	(632,102,915)	(585,539,734)	
Total Liabilities, Deferred Inflows of Resources, & Net Position	\$ 1,675,994,390	\$ 1,741,054,934	
* All investments with a maturity within three months are considered cash for the year-end financial statements. Monthly, unaudited financial statements, carry all investments, regardless of maturity date(s), as Restricted Investments. Fully detailed classifications are only done at year-end in accordance with GASB 41, therefore classification differences exist.			
	February 2024	June 2023	FY2024 Decrease
Current	\$ 52,469,668	\$ 107,715,005	
Noncurrent	124,627,013	72,450,394	
	\$ 177,096,681	\$ 180,165,399	\$ (3,068,718)



Statement of Revenues, Expenses, & Changes in Net Position

For eight months ended February 29, 2024 & February 28, 2023

	<u>February 2024</u>	<u>February 2023</u>
Operating Revenues:		
Use Fees & Container Charges	\$ 73,195,763	\$ 66,677,160
Maintenance-of-Way Charges	5,738,873	5,075,324
Total Operating Revenues	<u>78,934,636</u>	<u>71,752,484</u>
Operating Expenses:		
Salaries & Benefits	1,774,508	1,499,577
Administrative Expenses	1,155,788	1,060,243
Professional Services	589,000	526,853
Maintenance-of-Way	9,515,030	8,600,660
Depreciation	14,074,357	14,074,357
Total Operating Expenses	<u>27,108,683</u>	<u>25,761,690</u>
Operating Income (Loss)	51,825,953	45,990,794
Nonoperating Revenues:		
Interest & Investment Revenue, Net	5,488,573	1,396,698
Public Benefit Income	301,660	77,415
Miscellaneous Revenue	773,012	440,792
Total Nonoperating Revenues	<u>6,563,245</u>	<u>1,914,905</u>
Nonoperating Expenses:		
Interest Expense	100,053,204	73,631,875
Expenses for Public Benefit & Pass Thru Expenses	1,334,546	357,897
Costs of Issuance	3,564,629	29,593,940
Gain/Loss Sale or Transfer of Capital Assets	-	-
Total Nonoperating Expenses, Net	<u>104,952,379</u>	<u>103,583,712</u>
Changes in Net Position	(46,563,181)	(55,678,014)
Net Position:		
Net Position, Beginning of Year	(585,539,734)	(524,018,290)
Net Position - End of Year	<u>\$ (632,102,915)</u>	<u>\$ (579,696,304)</u>



Comparison of Budget By Expense Type as of February 29, 2024

(\$ in thousands)	<u>Fiscal Year-to-Date</u>		
	Budget*	Actuals	Variance
Revenues			
Operating Revenues			
Use Fees & Container Charges	\$ 58,111,918	\$ 73,195,763	\$ 15,083,845
Maintenance-of-Way Charges	9,773,771	5,738,873	(4,034,898)
Total Operating Revenues	<u>67,885,689</u>	<u>78,934,636</u>	<u>11,048,947</u>
Other Revenues			
Projects			
Pier Pass	40,000	40,000	-
EPA Order & Pass Thru Income	779,890	-	(779,890)
Subtotal Projects	<u>819,890</u>	<u>40,000</u>	<u>(779,890)</u>
Miscellaneous			
Public Benefit Income	1,995,233	301,660	(1,693,573)
Gain/Loss from Sale of Fixed Assets	-	-	-
Ports-Shortfall Advances	-	-	-
Office Rental & Other Income	44,061	733,012	688,951
Investment Income	1,006,678	5,488,573	4,481,895
Subtotal Miscellaneous	<u>3,045,972</u>	<u>6,523,245</u>	<u>3,477,273</u>
Subtotal Other Revenues	<u>3,865,862</u>	<u>6,563,245</u>	<u>2,697,383</u>
Total Sources of Funds	<u>71,751,551</u>	<u>85,497,881</u>	<u>13,746,330</u>
Expenses			
Salaries	1,511,339 **	1,234,606	(276,733)
Benefits	693,839	539,902	(153,937)
Office Expenses	336,822	340,232	3,410
Other Management Expenses	69,267	14,571	(54,696)
Information Technologies	122,333	73,699	(48,634)
Bank & Investment	116,667	102,538	(14,129)
ACET Administrative & Capital Support	1,030,629	624,748	(405,881)
Audit	137,419	126,987	(10,432)
Legal	453,333	237,854	(215,479)
Governmental Affairs	56,667	59,821	3,154
Other Professional Services	1,281,081	164,338	(1,116,743)
Pass Thru Expenses & EPA Order	779,890	272,551	(507,339)
Expenses for Public Benefit	1,995,233	1,061,995	(933,238)
Total Administrative Expenses	<u>8,584,519</u>	<u>4,853,842</u>	<u>(3,730,677)</u>
Maintenance-of-Way Expenses-Rail - Contractors	7,696,454	3,171,711	(4,524,743)
Maintenance-of-Way Expenses-Rail - Capital	-	-	-
Maintenance-of-Way Expenses-Rail - Other	2,077,317	2,567,162	489,845
Maintenance-of-Way Expenses-Nonrail - Contractors	959,491	656,360	(303,131)
Maintenance-of-Way Expenses-Nonrail - Capital	4,141,027	2,823,583	(1,317,444)
Maintenance-of-Way Expenses-Nonrail - Other	176,551	198,235	21,684
Maintenance-of-Way Expenses - ACTA	127,266	97,979	(29,287)
Total Maintenance-of-Way Expenses	<u>15,178,106</u>	<u>9,515,030</u>	<u>(5,663,076)</u>
Subtotal Administrative and M&O Expenses	<u>23,762,625</u>	<u>14,368,872</u>	<u>(9,393,753)</u>
Financing Expenses			
Debt & Port Advance Interest/Bonds Premium Discount	35,407,613	36,231,602	823,989
Debt Service - Accrued CAB Interest	48,307,931	63,821,602	15,513,671
Subtotal Financing Expenses	<u>83,715,544</u>	<u>100,053,204</u>	<u>16,337,660</u>
Depreciation & Amortization Expenses			
Depreciation	13,990,109	14,074,357	84,248
Cost of Issuance	-	3,564,629	3,564,629
Subtotal Depreciation & Amortization Expenses	<u>13,990,109</u>	<u>17,638,986</u>	<u>3,648,877</u>
Total Operating Expenses	<u>121,468,278</u>	<u>132,061,062</u>	<u>10,592,784</u>
Income (Loss)	<u>\$ (49,716,727)</u>	<u>\$ (46,563,181)</u>	<u>\$ 3,153,546</u>

* Y-T-D Budget calculated on a straight line basis.

** Amended budget



Comparison of Budget By Funds as of February 29, 2024

(\$ in thousands)	Fiscal Year-to-Date		
	Budget*	Actuals	Variance
Revenues			
Operating Revenues			
Use Fees & Container Charges	\$ 58,111,918	\$ 73,195,763	\$ 15,083,845
Maintenance-of-Way Charges	9,773,771	5,738,873	(4,034,898)
Total Operating Revenues	67,885,689	78,934,636	11,048,947
Other Revenues			
Projects			
Pier Pass	40,000	40,000	-
EPA Order & Pass Thru Income	779,890	-	(779,890)
Subtotal Projects	819,890	40,000	(779,890)
Miscellaneous			
Public Benefit Income	1,995,233	301,660	(1,693,573)
Gain/Loss from Sale of Fixed Assets	-	-	-
Ports-Shortfall Advances	-	-	-
Office Rental & Other Income	44,061	733,012	688,951
Investment Income	1,006,678	5,488,573	4,481,895
Subtotal Miscellaneous	3,045,972	6,523,245	3,477,274
Subtotal Other Revenues	3,865,862	6,563,245	2,697,384
Total Sources of Funds	71,751,551	85,497,881	13,746,331
Expenses			
Financing Fees	913,461 **	339,584	(573,877)
Administrative Costs	4,895,935 **	3,179,712	(1,716,223)
Capital	-	-	-
Railroads-M&O	9,773,771	5,738,873	(4,034,898)
Reserve-M&O	5,277,069	3,678,178	(1,598,891)
Financing Fees-M&O	127,266	97,979	(29,287)
Revenue Fund-Interest & Bonds Premium/Discount	35,407,613	36,231,602	823,989
Expenses for Public Benefit	1,995,233	1,061,995	(933,238)
LAIF General Fund-Pass Thru & EPA	779,890	272,551	(507,339)
Total Expenses	59,170,238	50,600,474	(8,569,764)
Non Cash Expenses			
Accrued CAB Debt Service Interest	48,307,931	63,821,602	15,513,671
Depreciation	13,990,109	14,074,357	84,248
Cost of Issuance	-	3,564,629	3,564,629
Subtotal Interest, Depreciation, & Amortization Expenses	62,298,040	81,460,588	19,162,548
Total Operating Expenses	121,468,278	132,061,062	10,592,784
Income (Loss)	\$ (49,716,727)	\$ (46,563,181)	\$ 3,153,546

* Y-T-D Budget calculated on a straight line basis.

** Amended budget



Cash & Investment Summary as of February 29, 2024

Cash and Investment Balances (\$ in thousands)					
<u>Institution</u>	<u>Bank Reference #</u>	<u>Chandler Reference #</u>	<u>Account Description</u>	<u>Book Value</u>	<u>Market Value</u>
Bank of America					
	0457 & 0796	-	Concentration & Disbursement	527	527
Pre 1999 Bond Sale Accounts-Union Bank					
	5080	512	SR-47	4,577	4,650
Grant Reimbursement Received this Month \$7,186 Grant Reimbursement Received FY to Date \$2,098,955					
Local Agency Investment Fund (LAIF)					
	40-19-006	570	General Fund	10,097	10,097
1999, 2004 and 2016 Bond Funds - US Bank-Trustee					
Revenue Funds					
	1170	507	Revenue Fund	35,747	35,976
	1171	508	M & O Fund	7,215	7,253
	1172	509	Reserve Account	12,273	12,393
	1189	518	Administrative Costs	10,169	10,322
Subtotal Revenue Funds				65,404	65,944
Debt Service Funds					
	61180	-	99A Interest	1	1
	61181	-	99A Principal	-	-
	61183	-	99A Redemption	-	-
	61192	-	99A Senior Lien	331	331
	61193	-	99A 17th Level	101	101
	61186	-	99A Construction	1	1
	61200	-	99C Interest Account	5,489	5,489
	61201	-	99C Principal Account	25,492	25,572
	38003	-	04B Debt Service Reserve	25,355	24,525
	39004	-	04A Debt Service Reserve	15,061	15,061
	38000	516	04B Debt Service	-	-
	39006	-	04A Financing fee	227	2,248
	39002	515	04A Debt Service Principal Account	-	-
	59001	-	12 Debt Service Interest Account	778	778
	59002	-	12 Debt Service Principal Account	4,432	4,432
	59004	516	12 Debt Service Reserve Account	7,843	7,506
	67001	-	13A Debt Service Interest Account	-	-
	67002	-	13A Debt Service Principal Account	-	-
	27000	-	16A Debt Service	14	14
	27004	-	16A Debt Service Reserve	3,710	3,569
	108006	-	16B- Financing fee	756	763
	108000	-	16B- Financing fee	26	26
	98000	-	2022 A - DS Fund	33	33
	98001	-	2022 A - DS Reserve Fund	-	-
	98002	-	2022 A - Interest Account	-	-
	98003	-	2022 A - Principal Account	-	-
	98004	-	2022 A - Redemption Account	-	-
	98005	-	2022 A - Cost of Issuance Fund	-	-
	98006	-	2022 A - Bond Proceeds Account	-	-
	53000	-	2022 B - DS Fund	65	65
	53001	-	2022 B - DS Reserve Fund	-	-
	53002	-	2022 B - Interest Account	5,180	5,180
	53003	-	2022 B - Principal Account	-	-
	53004	-	2022 B - Redemption Account	-	-
	53005	-	2022 B - Cost of Issuance Fund	-	-
	53006	-	2022 B - Bond Proceeds Account	-	-
	86000	-	2022 C - DS Fund	40	40
	86001	-	2022 C - DS Reserve Fund	-	-
	86002	-	2022 C - Interest Account	-	-
	86003	-	2022 C - Principal Account	-	-
	86004	-	2022 C - Redemption Account	-	-
	86005	-	2022 C - Cost of Issuance Fund	-	-
	86006	-	2022 C - Bond Proceeds Account	-	-
	40002	-	2024 A - Interest Account	26	26
	40005	-	2024 A - COI Account	20	20
	28005	-	2024 C - COI Account	12	12
	90005	-	2024 D - COI Account	85	85
Subtotal Debt Service Funds				95,078	95,878
Total 1999, 2004, 2012, 2016, 2022 Bond Funds- U.S. Bank				160,482	161,822
Total Cash & Investment Balances				\$ 175,683	177,096



Cash & Investment Summary (cont'd)

as of February 29, 2024

Investment Schedule MTI and non-MTI (\$ in thousands)

<u>Type of Investment</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Total</u>	<u>Investment Policy Limit</u>
Money Market Funds	\$ 41,846	\$ 41,846	23.63%	20.00%
U.S. Government & Agency Obligations	63,699	63,568	35.89%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	53,199	52,746	29.78%	100.00%
Corporate Bonds	8,315	8,312	4.69%	30.00%
Bank of America	527	527	0.30%	20.00%
Local Agency Investment Fund	10,097	10,097	5.70%	\$40 Million
Total	\$ 177,683	\$ 177,096	100.00%	

Investment Schedule (MTI) (\$ in thousands)

<u>Type of Investment</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Total</u>	<u>Investment Policy Limit</u>
Money Market Funds	\$ 40,674	\$ 40,674	22.97%	20.00%
U.S. Government & Agency Obligations	58,781	58,615	33.10%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	47,497	46,968	26.52%	100.00%
Corporate Bonds	8,315	8,312	4.69%	30.00%
Bank of America	-	-	0.00%	20.00%
Local Agency Investment Fund	-	-	0.00%	\$40 Million
Total	\$ 155,267	\$ 154,569	87.28%	

Investment Schedule (non-MTI) (\$ in thousands)

<u>Type of Investment</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Total</u>	<u>Investment Policy Limit</u>
Money Market Funds	\$ 1,172	\$ 1,172	0.66%	20.00%
U.S. Government & Agency Obligations	4,918	4,953	2.80%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	5,702	5,778	3.26%	100.00%
Corporate Bonds	-	-	0.00%	30.00%
Bank of America	527	527	0.30%	20.00%
Local Agency Investment Fund	10,097	10,097	5.70%	\$40 Million
Total	\$ 22,416	\$ 22,527	12.72%	



Cash Flow as of February 29, 2024

<u>Monthly Cash Flow</u>	
<u>February 2024</u>	
Total Beginning Cash	\$ 62,387,196
Receipts	
Use Fees & Container Charges	\$ 9,759,495
M&O & Misc. Revenues, & Funds Transfers	1,164,019
Total Receipts	<u>10,923,514</u>
Disbursements	
Debt Service - Transfer to Accounts	2,947,108
M&O, Administrative, & Financing Expenses	1,647,368
Total Disbursements	<u>4,594,476</u>
Cash Flow for Month	<u>\$ 6,329,038</u>
Total Ending Cash	<u><u>\$ 68,716,234</u></u>



Cash Flow as of February 29, 2024

<u>February 2024</u>	
Beginning Cash	
Master Indenture Revenue Fund 1170	28,920,873
Master Indenture M&O Fund 1171	6,710,541
Master Indenture Reserve Fund 1172	12,901,699
Admin Fund 1189	10,485,017
Financing Fee-Senior	332,950
Financing Fee-1st Sub	2,278,956
Financing Fee-2nd Sub	757,160
Total Beginning Cash	62,387,196
Receipts	
Use Fee & Container Charges	9,759,495
M&O	1,066,472
Funds Transferred from BOA to Admin Fund	-
Funds Transferred from BOA to Reserve Fund	-
Interest Income / Loss	97,547
Total Receipts	10,923,514
Total Cash	\$ 73,310,710
Disbursements	
Debt Service - transfer to 1999C Principal	-
Debt Service - transfer to 1999C Interest	1,050,830
Debt Service - transfer to 2012 Interest	149,978
Debt Service- transfer to 2012 Principal	832,917
Debt Service- transfer to 2022B Interest	887,449
Debt Service - transfer to 2024A Interest	25,934
Semi-Annual Accounting - Transfers & Debt Service	-
Transfer to 2012 Reserve	-
Transfer to 2004A Financing Fee	-
Transfer to 2016B Financing fee	-
Transfer to 1999A Financing fee	-
Transfer to Admin Fund	-
Transfer to Master Reserve	-
Transfer to 2016A Reserve	-
Transfer to 2016B Financing Fee	-
Transfer to 2022C Reserve Fund	-
Transfer to 17th level	-
Debt service payment - 2016A Interest	-
Debt service payment - 2016B Interest	-
Debt service payment - 2004	-
M&O - Railroads expense payments	586,303
M&O - Reserve expense payments	648,904
Administrative expense payments	350,887
Financing expense payments	61,274
Total Disbursements	4,594,476
Net Ending Cash	\$ 68,716,234
Ending Cash	
Master Indenture Revenue Fund 1170	35,746,663
Master Indenture M&O Fund 1171	7,214,985
Master Indenture Reserve Fund 1172	12,273,470
Admin Fund 1189	10,169,055
Financing Fee-Senior	330,272
Financing Fee-1st Sub	2,226,186
Financing Fee-2nd Sub	755,603
Total Ending Cash	\$ 68,716,234



Cash Flow – YTD as of February 29, 2024

<u>Cash Flow - Fiscal Year-to-Date</u>		
		<u>February 2024</u>
Total Beginning Cash as of 7/1/23		\$ 66,180,891
Receipts		
Use Fees & Container Charges	\$ 71,972,256	
M&O & Misc. Revenues, & Funds Transfers	29,013,365	
	<u>100,985,621</u>	
Total Receipts		100,985,621
Disbursements		
Debt Service - Transfer to Accounts	74,031,043	
M&O, Administrative, & Financing Expenses	24,419,235	
	<u>98,450,278</u>	
Total Disbursements		98,450,278
Cash Flow for Fiscal Year		<u>\$ 2,535,343</u>
Total Ending Cash		<u><u>\$ 68,716,234</u></u>




Cash Flow – YTD as of February 29, 2024

<u>February 2024</u>	
Beginning Cash as of 7/1/23	
Master Indenture Revenue Fund 1170	46,932,116
Master Indenture M&O Fund 1171	928,185
Master Indenture Reserve Fund 1172	11,323,311
Admin Fund 1189	6,997,279
Financing Fee-Senior	-
Financing Fee-1st Sub	-
Financing Fee-2nd Sub	-
Total Beginning Cash	66,180,891
Receipts	
Use Fee & Container Charges	71,972,256
M&O	12,712,507
Funds Transferred from BOA to Admin Fund	177,699
Funds Transferred from BOA to Reserve Fund	-
Annual Accounting - Transfer from Revenue Fund	14,324,673
Interest Income / Loss	1,798,486
Total Receipts	100,985,621
Total Cash	\$ 167,166,512
Disbursements	
Debt Service - transfer to 1999C Principal	11,559,130
Debt Service - transfer to 1999C Interest	6,304,980
Debt Service - transfer to 2012 Interest	1,266,117
Debt Service- transfer to 2012 Principal	6,802,083
Debt Service - transfer to 2022B Interest	8,197,906
Debt Service- transfer to 2024A Interest	25,934
Semi-Annual Accounting - Transfers & Debt Service	-
Transfer to 2012 Reserve	-
Transfer to 2004A Financing Fee	1,067,345
Transfer to 2016B Financing fee	227,635
Transfer to 1999A Financing fee	387,851
Transfer to Admin Fund	435,431
Transfer to Master Reserve	31,441
Transfer to 2016A Reserve	-
Transfer to 2016B Financing Fee	-
Transfer to 2022C Reserv Fee	-
Transfer to 17th level	21,283,462
Debt service payment - 2016A Interest	5,364,400
Debt service payment - 2016B Interest	8,424,703
Debt service payment - 2004	2,652,625
M&O - Railroads expense payments	6,574,565
M&O - Reserve expense payments	8,395,620
Administrative expense payments	9,116,393
Financing expense payments	332,657
Total Disbursements	98,450,278
Net Ending Cash	\$ 68,716,234
Ending Cash	
Master Indenture Revenue Fund 1170	35,746,663
Master Indenture M&O Fund 1171	7,214,985
Master Indenture Reserve Fund 1172	12,273,470
Admin Fund 1189	10,169,055
Financing Fee-Senior	330,272
Financing Fee-1st Sub	2,226,186
Financing Fee-2nd Sub	755,603
Total Ending Cash	\$ 68,716,234

M E M O

Alameda Corridor Transportation Authority

To: Governing Board
Meeting Date: May 16, 2024
From: Kevin L. Scott, Chief Financial Officer 
Subject: INFORMATION on 2024-2025 Renewal of Insurance Coverages

Discussion:

Each year, ACTA's Broker of Record reviews ACTA's insurance needs and solicits bids for insurance coverage on its behalf. The recommended insurance policies were presented to the ACTA Governing Board on March 21, 2024 where the brokered plan was approved, and the CFO given authority to bind policies. ACTA carries eight types of insurance coverage, as shown in the attached table of coverage in Transmittal 1. On April 12, ACTA bound the 2024-2025 insurance coverages. The total premium increased by 10.53%, as shown in Transmittal 2. The railroads cover 94% of the premium.

Renewal Process:

ACTA's insurance year begins on April 15 and ends on April 14 of each year. ACTA purchases insurance policies covering Corridor Property, Terrorism, Railroad Liability, Auto Liability, Office Property, Workers' Compensation, Directors & Officers Liability, and Crime Insurance. Certain policies, including Corridor Property Insurance with an associated Business Interruption Rider are required by the terms of the Master Trust Indenture. Under the Use & Operating Agreement terms, the Railroads reimburse ACTA for premiums for the Corridor Property, Terrorism and Railroad Liability policies.

On February 6, 2024, ACTA staff met with representatives from ACTA's Broker of Record, Willis, to begin the annual insurance policy renewal process. ACTA and Willis collaborated to complete the application packages to solicit coverage proposals from the market. ACTA and Willis met on March 7 and March 26 to review and select carriers for the coverage. On March 28, ACTA, Willis, BNSF, and UPRR met to review the coverage before binding. At the March 2024 Governing Board meeting, the Board authorized the Chief Financial Officer or his designee to bind coverage for the renewal. On April 12, ACTA bound the 2024-2025 insurance coverages. The total premium increased by 10.53% of which both railroads cover 94% of the premium shown in Transmittal 2. Willis is compensated directly by ACTA and receives no commission compensation from any insurance company or provider.


Budget Impact:

Costs for the premiums are included in the FY24 Budget. There is no impact to the FY24 Budget for the renewal.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this Board Report, and there are no legal issues at this time.

Transmittals:

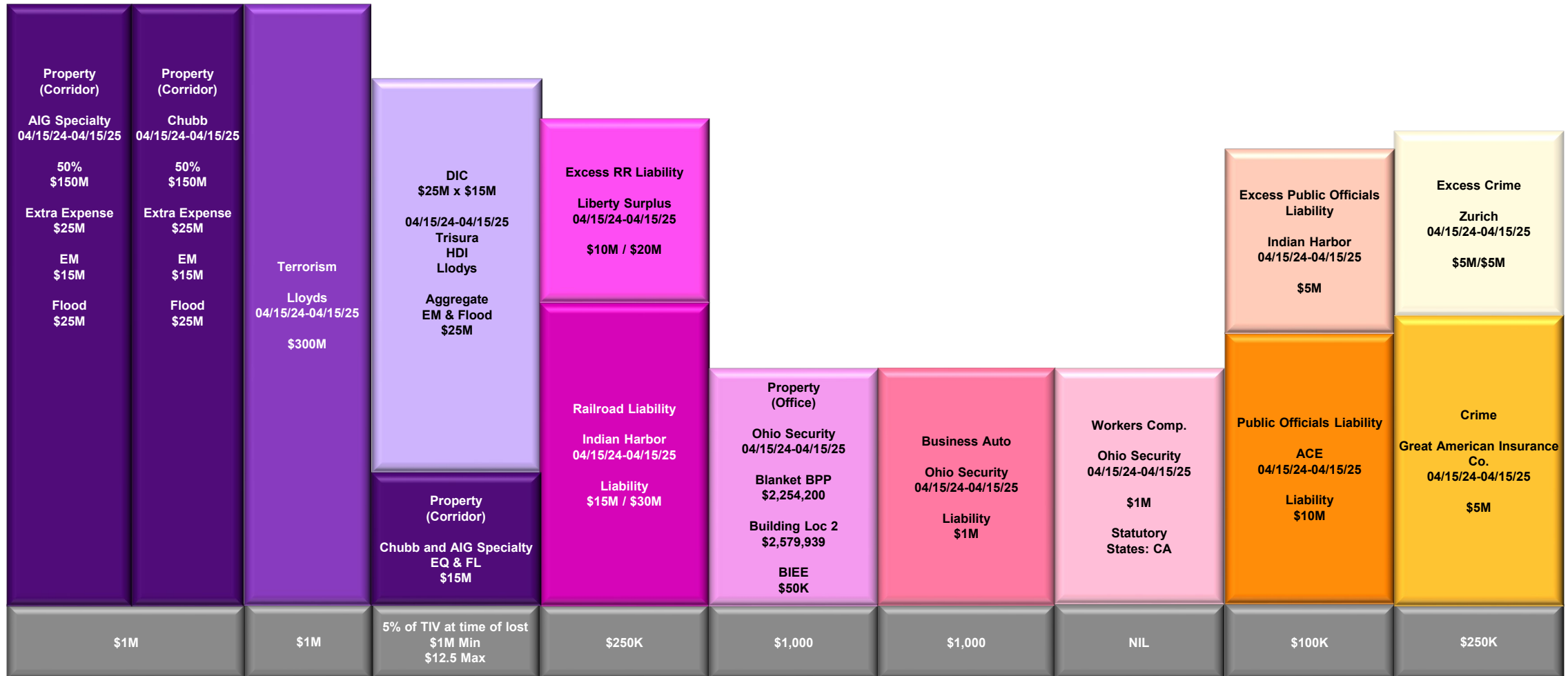
- Transmittal 1 – 2024 Insurance Coverage
 - Transmittal 2 – 2024 Premium Summary
- 

Alameda Corridor Transportation Authority

Transmittal 1 – 2024 - 2025 Program Schematic: Updated 04/25/2024

LEGEND

Deductible



Transmittal 2 - 2024 Premium Summary and Comparison


Coverage	2024 Exposure	Exposure% Change from 2023	2023 Premium (A) (Includes 1 month extension for Corridor Property and DIC)	2023 Premium Adj for 2024 Exposure Change (B)	2024 Premium (C)	2024 Premium Change before Adj (C-A)	2024 Premium Change after Exposure Adj (C –B)
Corridor Property (AIG)	\$1,738,036,876 TIV	2.33%	\$1,081,693	\$1,106,896	\$1,125,000	\$43,307	\$18,104
Corridor Property (Chubb)	\$1,738,036,876 TIV	2.33%	\$834,201	\$853,638	\$1,018,402	\$184,201	\$164,764
Terrorism (2022 coverage included in Corridor Property AIG placement)	\$1,761,557,657 TIV	2.33%	\$42,345	43,332	\$38,897	(\$3,448)	(\$4,435)
DIC	\$1,761,557,657 TIV	2.33%	\$352,830	\$361,051	\$385,000	\$32,170	\$23,949
Railroad Liability	\$1,579,245 Payroll	7%	\$144,160	\$154,496	\$149,375	\$5,215	(\$5,121)
Excess Railroad Liability	\$1,579,245 Payroll	7%	\$57,690	\$61,826	\$59,770	\$2,080	(\$2,056)
Auto	0 Vehicle	0%	\$297	\$297	\$297	\$0	\$0
Office Property	\$6,968,447 TIV	82%	\$8,080	\$14,706	\$9,017	\$937	(\$5,689)
Workers Compensation	\$1,579,245 Payroll	7%	\$8,351	\$8,936	\$7,780	(\$571)	(\$1,156)
Crime	11 FTE	11.9%	\$11,218	\$12,553	\$11,982	\$764	(\$571)
Excess Crime	11 FTE	11.9%	\$4,740	\$5,304	\$7,250	\$2,510	\$1,946
Directors & Officers / EPL	\$107,627,326 revenue	9.4%	\$61,342	\$67,108	\$68,422	\$7,080	\$1,314
Excess Directors & Officers / EPL	\$107,627,326 revenue	9.4%	\$13,500	\$14,769	\$15,272	\$1,772	\$503
TOTAL			\$2,620,447		\$2,896,463	\$276,016	\$191,551

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: May 16, 2024

From: Kevin L. Scott, Chief Financial Officer 

Subject: REVIEW of Preliminary ACTA Operating Budget for Fiscal Year 2024-2025 (FY25)

Discussion

The FY25 Preliminary Budget affords an opportunity for staff to present a preliminary budget proposal and for Governing Board members to ask questions and provide comments. Highlights of the proposal are described in the Operating Budget summary below and are detailed in Transmittal 1. Based upon the outcome of today's discussion, along with some final reviews of budgetary amounts by staff, a formal and final Operating Budget will be presented to the Board for adoption at the Governing Board meeting in June 2024, prior to Fiscal Year end.

Revenue

The Preliminary Budget indicates Operating Revenues projection for FY25 of \$108.84M, which includes \$17.12M in railroad Maintenance-of-Way Charges and \$91.72M in Use Fees & Container Charges. Other Income from interest earnings and reimbursement by Caltrans for costs incurred for the SR-47 Project add \$7.84M to the revenue. The total revenue is forecast to be \$116.68M.

Use Fees & Container Charges are based on a projection of 11.28M total San Pedro Bay TEUs. The fee per TEU includes a CPI increase of 2.4% for CY25 over CY24. The revenue forecast is lower than the FY24 estimated actual because ACTA's forecasted capture rate is at a conservative level, which reflects uncertainties of the past several years. The forecasted capture is lower than what has recently been experienced by ACTA.

Expenses

At this time, the FY24 estimated actual Administrative Expenses are projected to be 36.1% less than the FY24 budget (\$5.57M vs. \$8.71M), mainly because hiring and use of consultants to replace the ACET staff did not occur earlier in FY24, which would have resulted in overlap of new contracts with ACET contract. Lower-than-expected salaries and benefit costs will occur due to the elimination of the Accounts Payable supervisor position. Additionally, the hiring of an Analyst position was not completed by the end of FY24, and the hiring of the Chief Operating Officer was completed mid-year of FY24.

The budgeted FY25 Administrative Expenses (\$9.00M) are 3.3% over the FY24 budget (\$8.71M). The expenses include \$1.50M to voluntarily pay down the unfunded accrued liability (UAL) for CalPERS pension, offset by a \$1.50M reduction in ACET administrative costs due to the ACET contract ending June 30, 2024.

The FY25 Budget also includes a proposed salary adjustment of 2.4% for inflation and a requested 3.0% allowance for merit awards to ACTA employees. Employee benefit costs reflect the latest rates as quoted by the benefit providers such as CalPERS (health and retirement), Guardian (life insurance, dental insurance, vision insurance), and other benefit providers (workers compensation, etc.), as well as additional CalPERS deposits.

Expenses for the Public Benefit project vary yearly based upon Caltrans' SR-47 construction schedule and timing of Caltrans reimbursement payments. The difference between the FY24 estimated actuals (\$1.84M) and FY24 budget (\$2.99M) is due to a delay in Caltrans completing utility relocation work and property dispositions. Closeout activities on the SR-47 project are expected to be completed in FY25 with an anticipated budget of about \$1.11M.

Cash Flow

Cash flow during FY25 is anticipated to be positive by about \$7.88M. The cash balance at the beginning of FY25 (July 1, 2024) is estimated to be about \$63.16M, including \$36.83M in the Revenue Fund, \$4.92M in the M&O Fund, \$9.87M in the Reserve Account, \$8.17M in the Administrative Fund, \$0.33M in the Financing Fee Senior Lien Account, \$2.28M in the Financing Fee First Subordinate Account, and \$0.76M in the Financing Fee Second Subordinate Account. Receipts include Use Fees & Container Charges of \$91.72M and \$22.60M mostly from M&O payments made by the railroads and interest earnings. After debt service payments of \$65.66M, Operating Expenses of \$9.00M and M&O Expenses of \$31.79M, ACTA staff anticipates about \$7.88M in positive cash flow. The ending cash balance on June 30, 2025 is estimated to be \$71.03M.

Capital Spending and Financing

ACTA will not take on any new capital projects during FY25 or for the foreseeable future. Larger maintenance expenditures will be funded through the Reserve Account. ACTA's Master Trust Indenture pledges available Revenue to payment of debt service, financing fees, maintenance and operations, and repayment of port obligations.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

Transmittals:

- Transmittal 1 - Preliminary FY25 Budget Presentation
- Transmittal 2 - Preliminary FY25 Budget

Item #3

FY 2025 Preliminary Budget

Budget Assumptions

- Projected revenues based on:
 - 2.4% CPI fee increase
 - Assumption of 2.0% month over month change in TEU volume starting in July 2024 through June 2025 (Low Case)
 - Estimate of 25% capture rate by ACTA of Port TEUs
- ACTA staffing level 12 full-time, new position of Executive Assistant / Analyst, elimination of Accounts Payable Supervisor position
- ACTA staff compensation adjustment 2.4% CPI and merit increase of up to 3%
- New consulting agreements will be made for on-call engineer, environmental support, IT and property dispositions

Budget Assumptions

- Core ACTA functions include corridor maintenance, revenue collection, payment of obligations, and servicing of debt
- ACET duties will be replaced by four new professional contracts, on-call engineer, environmental support, IT and property dispositions
- \$1.5M to voluntarily paydown the unfunded accrued liability (UAL) for CalPERS pension
- M&O budget figures based upon calendar year 2024 budget approved through the Notice of Mutual Agreement process

Operating Budget Summary Revenue

(x1000)

	FY 2025 Budget	FY 2024 Estimated Actual	FY 2024 Budget *Amended
San Pedro Bay TEUs	11,281	11,059	11,531
ACTA TEUs	3,054	3,162	2,979
Operating Revenue			
Use Fees and Container Charges	\$ 91,722	\$ 95,684	\$ 87,168
Maintenance-of-Way Charges	<u>17,118</u>	<u>10,391</u>	<u>14,660</u>
Total Operating Revenue	\$ 108,840	\$ 106,075	\$ 101,828
Other Revenue	<u>7,842</u>	<u>8,725</u>	<u>5,799</u>
Total Revenue	<u>\$ 116,682</u>	<u>\$ 114,800</u>	<u>\$ 107,627</u>

*FY 2024 Budget Amended July 13, 2023

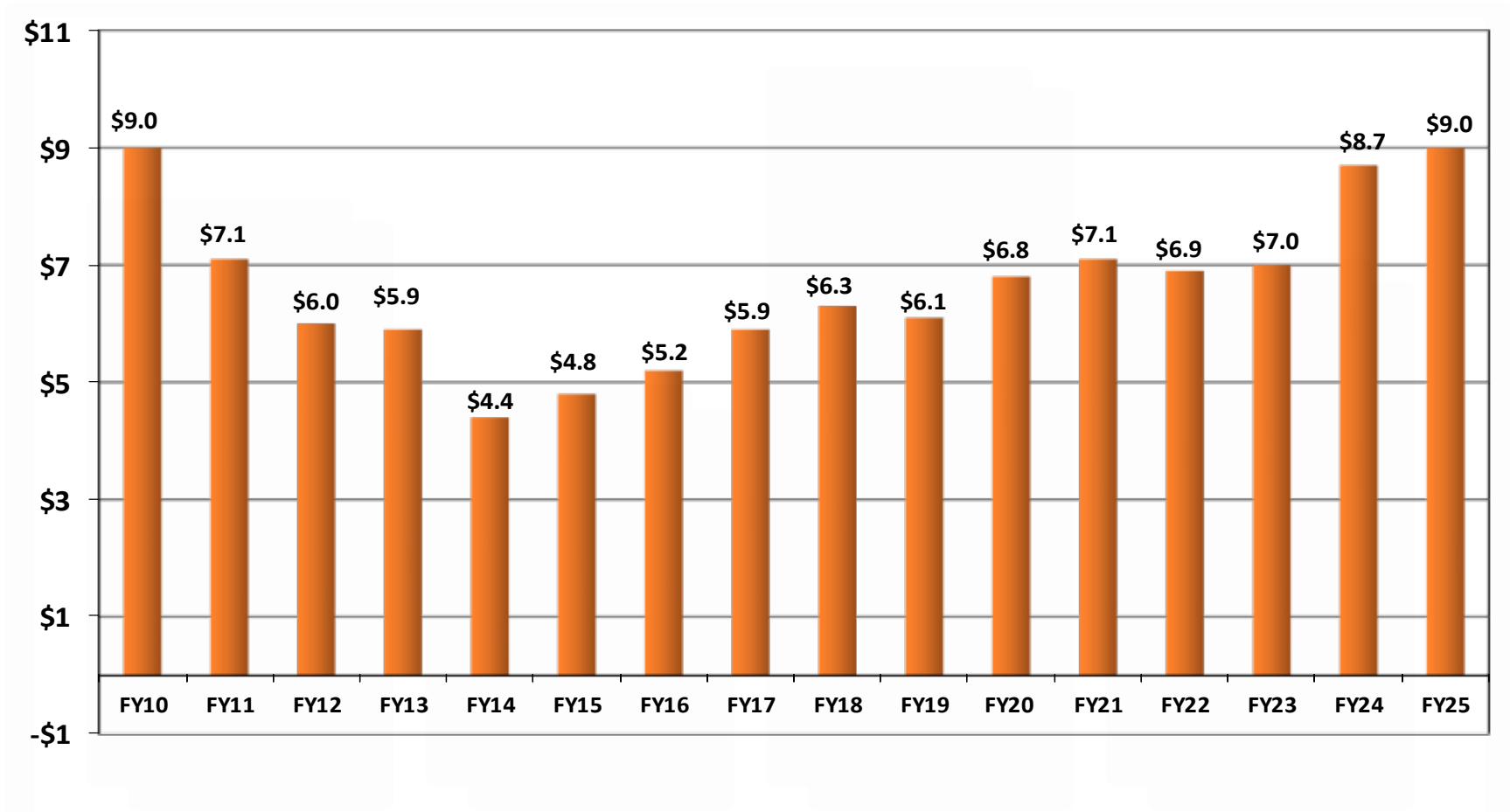
Administrative Spending by Expense Type

	FY 2025 Budget	FY 2024 Estimated Actual	FY 2024 Budget *Amended
Salaries	\$ 2,377,476	\$ 1,911,317	\$ 2,267,008
Benefits	2,651,795	798,843	1,040,759
Office Expenses	547,711	470,814	505,233
Other Management Expenses	105,900	42,477	103,900
Information Technologies	164,500	110,646	183,500
Bank and Investment	192,500	173,785	175,000
ACET Administrative Support	-	1,098,794	1,545,943
Audit	211,370	181,987	206,128
Legal	680,000	378,280	680,000
Governmental Affairs	90,000	85,000	85,000
Professional Services	1,980,699	313,468	1,921,622
Total Administrative Expenses	\$ 9,001,951	\$ 5,565,411	\$ 8,714,093

*FY 2024 Budget Amended July 13, 2023

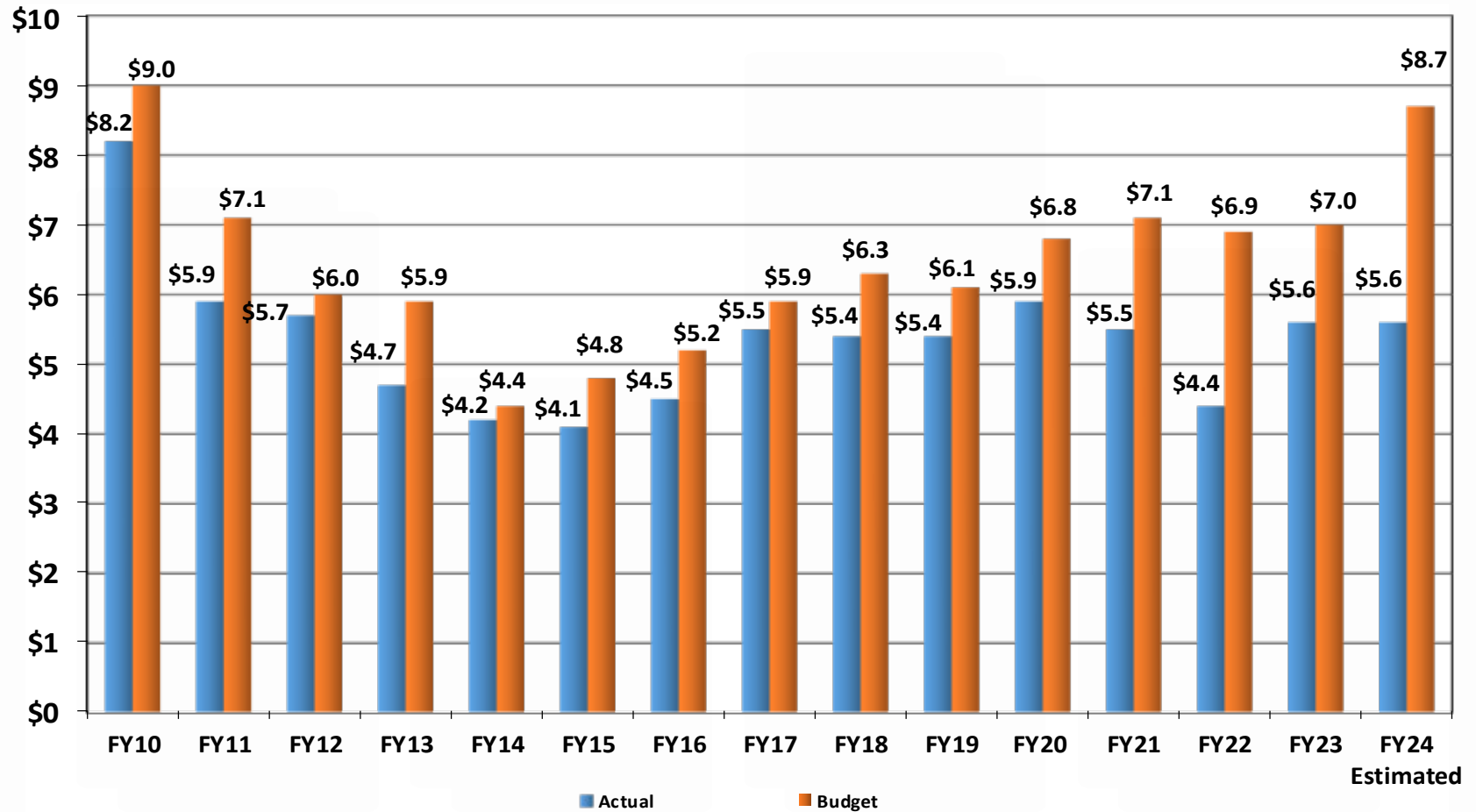
Administrative Expense Comparison Budget FY10 to FY25

Millions



Administrative Expense Comparison Budget vs. Actual FY10 to FY24

Millions



FY 2025 Preliminary Budget

Presented to ACTA Governing Board

May 16, 2024



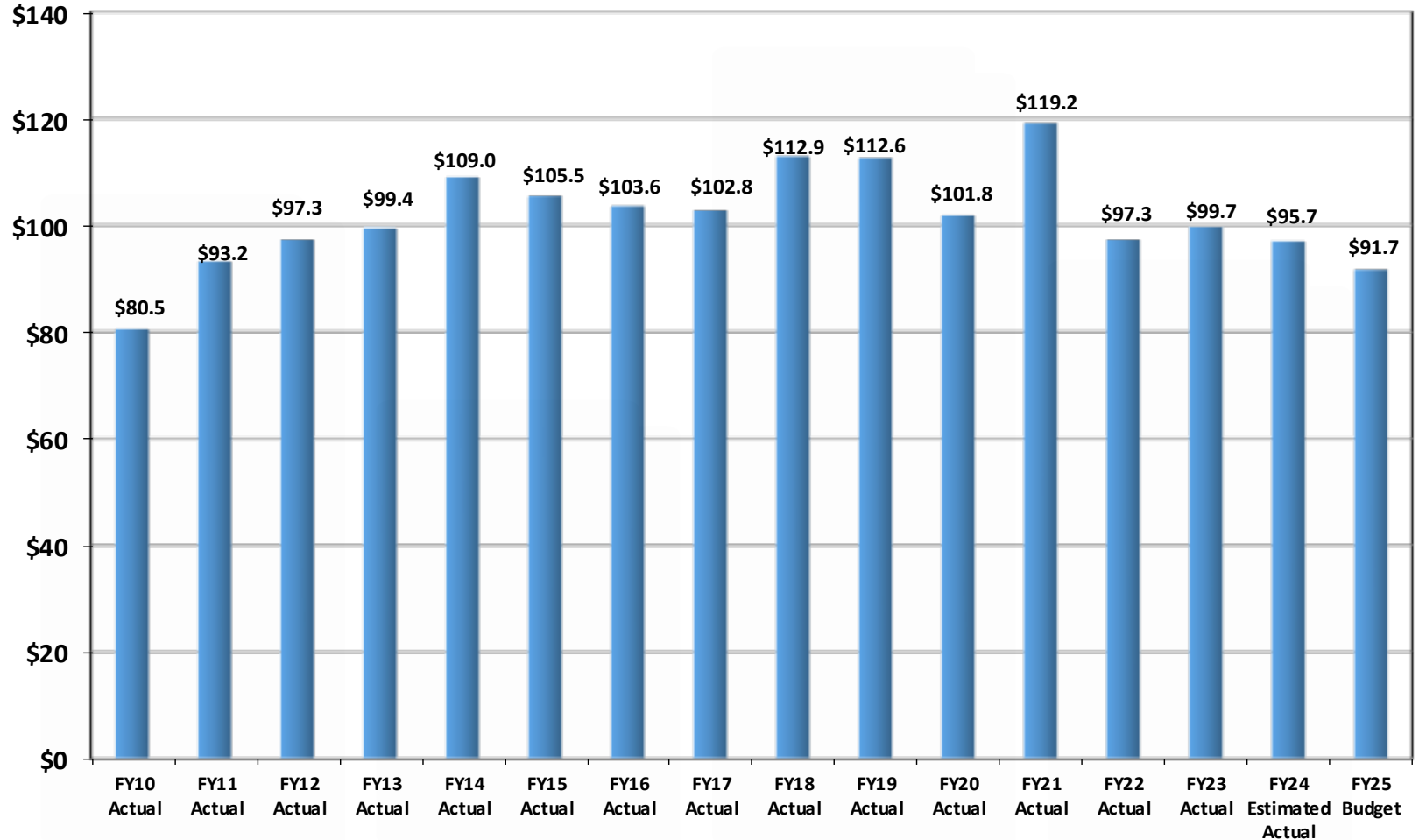
**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
OPERATING BUDGET SUMMARY**

	FY 2025		FY 2024	
	Budget	Estimated Actual	Budget	Budget
San Pedro Bay TEUs (000)	11,281	11,059	11,531	
ACTA TEUs (000)	3,054	3,162	2,979	
<hr/>				
Revenues				
Operating Revenues				
Use Fees & Container Charges	\$ 91,721,944	\$ 95,683,754	\$ 87,167,877	
Maintenance-of-Way Charges	17,117,816	10,391,693	14,660,656	
Total Operating Revenues	<u>108,839,760</u>	<u>106,075,447</u>	<u>101,828,533</u>	
Other Revenues	7,842,728	8,724,808	5,798,793	
Total Sources of Funds	<u>116,682,488</u>	<u>114,800,255</u>	<u>107,627,326</u>	
Expenses				
Salaries	2,377,476	1,911,317	2,267,008	
Benefits	2,651,795	798,843	1,040,759	
Office Expenses	547,711	470,814	505,233	
Other Management Expenses	105,900	42,477	103,900	
Information Technologies	164,500	110,646	183,500	
Bank and Investment	192,500	173,785	175,000	
ACET Administrative Support	-	1,098,794	1,545,943	
Audit	211,370	181,987	206,128	
Legal	680,000	378,280	680,000	
Government Affairs	90,000	85,000	85,000	
Professional Services	1,980,699	313,468	1,921,622	
Total Administrative Expenses	<u>9,001,951</u>	<u>5,565,411</u>	<u>8,714,093</u>	
Pass Thru Expenses & EPA Order	1,258,838	784,591	1,169,835	
Expenses for Public Benefit	1,106,120	1,839,466	2,992,850	
Total Admin, EPA, and Public Benefit Expenses	<u>11,366,909</u>	<u>8,189,468</u>	<u>12,876,778</u>	
Total Maintenance-of-Way Expenses	<u>31,785,293</u>	<u>17,869,161</u>	<u>22,767,159</u>	
Subtotal Admin, EPA, Public Benefit, and MOW Expenses	<u>43,152,202</u>	<u>26,058,629</u>	<u>35,643,937</u>	
Financing Interest	133,369,362	125,573,315	125,573,315	
Depreciation and Amortization Expenses	20,985,164	20,985,164	20,985,164	
Total Operating Expenses	<u>197,506,728</u>	<u>172,617,108</u>	<u>182,202,416</u>	
Income (loss)	<u>\$ (80,824,240)</u>	<u>\$ (57,816,853)</u>	<u>\$ (74,575,090)</u>	

Total Use & Container Charges Comparison

15.8% 4.4% 2.1% 9.7% -3.2% -1.8% -0.8% 9.8% -0.3% -9.6% 17.1% -18.4% 2.5% -2.7% -5.5%

Millions



ACTA Revenues *
Projected using ACTA Imputed TEUs
Revenue FY25 Hybrid

	San Pedro Bay Loaded TEUs		Imputed TEUs			Fee	Actual and Projected Revenues
Month	San Pedro Bay Loaded Waterborne Total	San Pedro Bay Loaded Waterborne Growth Rate	Imputed TEUs Divided By Loaded TEUs	ACTA Imputed TEUs	ACTA Imputed TEUs Growth Rate	Actual Loaded Rate / TEU	Actual Reconciled / Forecasted Unreconciled
Aug-23	977,050	-3.4%	29.5%	288,180	-14.5%	29.18	\$8,667,344
Sep-23	1,023,418	16.7%	29.5%	301,693	-3.0%	29.18	\$8,476,237
Oct-23	947,104	12.8%	33.1%	313,864	3.8%	29.18	\$8,852,325
Nov-23	960,511	22.9%	30.8%	295,729	3.3%	29.18	\$9,228,805
Dec-23	923,253	14.5%	34.5%	318,387	21.1%	29.18	\$8,763,830
Jan-24	980,181	16.2%	26.4%	258,768	2.8%	29.18	\$9,290,526
Feb-24	711,654	2.0%	26.4%	187,877	-23.0%	29.88	\$7,732,063
Mar-24	847,516	2.0%	26.4%	223,744	-11.8%	29.88	\$5,613,818
Apr-24	885,357	2.0%	26.4%	233,734	-12.0%	29.88	\$6,685,550
May-24	1,020,431	2.0%	26.4%	269,394	-8.1%	29.88	\$6,984,056
Jun-24	930,433	2.0%	26.4%	245,634	-14.9%	29.88	\$8,049,569
Jul-24	852,517	2.0%	26.4%	225,064	-22.6%	29.88	\$7,339,631
FY2024	11,059,424			3,162,069			\$95,683,754
Aug-24	996,591	2.0%	26.4%	263,100	-8.7%	29.88	\$6,724,995
Sep-24	1,043,886	2.0%	26.4%	275,586	-8.7%	29.88	\$7,861,511
Oct-24	966,046	2.0%	26.4%	255,036	-18.7%	29.88	\$8,234,595
Nov-24	979,721	2.0%	26.4%	258,646	-12.5%	29.88	\$7,620,565
Dec-24	941,718	2.0%	26.4%	248,614	-21.9%	29.88	\$7,728,434
Jan-25	999,784	2.0%	27.6%	275,940	6.6%	30.48	\$7,428,651
Feb-25	725,888	2.0%	27.6%	200,345	6.6%	30.48	\$8,410,094
Mar-25	864,466	2.0%	27.6%	238,593	6.6%	30.48	\$6,106,099
Apr-25	903,064	2.0%	27.6%	249,246	6.6%	30.48	\$7,271,812
May-25	1,040,839	2.0%	27.6%	287,272	6.6%	30.48	\$7,596,494
Jun-25	949,042	2.0%	27.6%	261,935	6.6%	30.48	\$8,755,443
Jul-25	869,567	2.0%	27.6%	240,000	6.6%	30.48	\$7,983,250
FY2025	11,280,612			3,054,313			\$91,721,944

* Actual Reconciled and Projected Unreconciled

**Alameda Corridor Transportation Authority
Estimated Cash Flow-Budget
FY2025**

Beginning Cash 7/1/2024 - Budget \$ 63,155,405

Receipts:

Use Fee & Containers Charges	\$	91,721,944
M&O and Other Revenue		22,595,587
Total Receipts		114,317,531

Disbursements:

Debt Service Payments		65,655,208
Operating and M&O Expenses		40,787,244
Total Disbursements		106,442,452

Cash Flow for the Year 7,875,079


Estimated Ending Cash 6/30/2025 \$ 71,030,484

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: May 16, 2024

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE Agreement for On-call Engineering Services with Moffatt & Nichol (C0921) for a term of 5 years and compensation not-to-exceed \$10,000,000

Recommendation:

Approve the proposed Agreement No. C0921 with Moffatt & Nichol for on-call engineering services in an amount not-to-exceed \$10,000,000 for a five-year term and authorize the Chief Executive Officer or his designee to execute said agreement.

Discussion:

ACTA's core competency and capabilities of employed staff are related to contract administration, accounting and accounts payable activities. ACTA has always relied on contracted services to provide engineering and technical support. Prior to the subject agreement, the Alameda Corridor Engineering Team, a Joint Venture of four engineering firms, provided various engineering services. As the sunset of the ACET agreement term approached, the Governing Board directed that the contract for engineering services should be renewed using a competitive selection process.

Through an On-call Engineering Services Request for Proposals (RFP), ACTA advertised seeking well-qualified and experienced engineering firms to be available to provide on-call engineering services in support of Alameda Corridor operations and maintenance. Services are to be provided on an as-needed basis through Contract Task Orders (CTO) issued by ACTA to the Consultant during the term of the Agreement. Sample types of engineering services that might be requested by CTO are listed in Transmittal 1, Agreement Scope of Work.

Selection Process:

On December 28, 2023, the On-call Engineering Services RFP was posted on the ACTA website. Notice of its availability was advertised on the web-based procurement systems hosted by the two ports: the Port of Los Angeles' Los Angeles Business Assistance Virtual Network (LABVN) and Port of Long Beach's PlanetBids. Questions were due on January 16, 2024, and ACTA responses to questions were posted on January 19, 2024. Proposals were due on February 1, 2024.

Four proposals were received by the February 1, 2024, due date, as shown in Transmittal 2. A panel consisting of ACTA's CEO and one representative from each of the Port of Los Angeles, Port of Long Beach and Metrolink Engineering Divisions was selected to review and evaluate the written proposals using criteria set forth in the RFP. The evaluation criteria included: the firm's and subconsultants' qualifications; project team organization and

management; experience and qualifications of proposed personnel, hourly rates, and clarity and responsiveness of the proposal.

The proposals were ranked based on the panel’s review using the evaluation criteria. One proposal, Moffatt & Nichol’s, was unanimously ranked the highest by all panel members with such a high margin that the panel did not believe interviews would affect that ranking. As a result of the final scoring of the proposals (See Transmittal 2), overseen by ACTA’s Chief Operating Officer, the evaluation panel recommends that the Board approve an agreement with Moffatt & Nichol, attached in Transmittal 3.

The Moffatt & Nichol team is composed of firms with diverse and inclusive make-up, as shown in table below:

<u>Subconsultant Name</u>	<u>SBE</u>	<u>VSBE</u>	<u>MBE</u>	<u>WBE</u>	<u>DVBE</u>
Anil Verma Associates, Inc.	x				
Arellano & Associates	x		x	x	
BDI					
Earth Mechanics, Inc.	x				
Hatch					
LIN Consulting, Inc.	x	x	x		
Lynn Capouya Inc.	x	x		x	
MA Engineering	x	x	x		x
RSE	x				
Scola and Associates		x			
Transportation Analytic Services	x				
Valle & Associates, Inc.	x				

Budget Impact:

The contract value of \$10 million over 5 years will provide for \$2 million per year for On-call Engineering services. This budget amount is based on ACTA’s proposed “Hybrid Organization,” as previously presented to the Governing Board, which transitions from the past budgets for ACET to a combination of on-call services and in-house staffing.

Funds of approximately \$2 million for the first year of On-call Engineering services are included in the FY25 Program and Operating Budget under *Professional Services* and *Expenses for Public Benefit* line items, plus the *M&O/Capital Reserve Support Service* in the Operations & Maintenance budget. Funds for future fiscal years will be brought to the Governing Board for approval each year.

Co-General Counsel Review:

ACTA’s Co-General Counsel has reviewed and approved the proposed Agreement as to form.

Transmittals:

- Transmittal 1 – Agreement Scope of Work
- Transmittal 2 – List of Proposing Firms and Scores
- Transmittal 3 – Agreement No. C0921 with Moffatt & Nichol



EXHIBIT A - SCOPE OF WORK

Provide On-call Engineering Services in support of Alameda Corridor operations and maintenance. ACTA's Chief Operating Officer will manage the services from Consultant through Project Directives on an as-needed basis, with final approval provided by the Chief Executive Officer.

The following descriptions are intended to describe the type of assignments for which the Consultant might provide On-Call Engineering Services to ACTA. There is no assurance that Project Directives for these or any other services will be issued.

Engineering services that could be assigned through Project Directives may fall under the following discipline categories:

- Civil Engineering
- Railroad Engineering
- Highway Engineering
- Structural Engineering
- Structural Inspections (above water)
- Structural Inspections (below water)
- Utility Investigation and Locating
- Electrical Engineering
- Mechanical Engineering/Plumbing
- Geotechnical Engineering
- Surveying/Property Delineation
- Traffic Engineering
- Architecture
- Landscape Architecture
- CADD and GIS

Project Directives will provide specific detailed information about scope of work, schedule, resources, and budget for any service request, as mutually determined with the Consultant. The scope of work for requested as-needed services may include, but is not limited to the following:

- Project Administration, Management and Coordination
- Transportation, goods movement and logistics studies, analyses, modeling, and reports
- Rail operations analyses, RTS modeling, capacity assessments, studies, and reports
- Conceptual and preliminary design for planning and feasibility studies
- Rail schematic layout, geometric design, yard layout with single-point failure and route analysis
- Structural condition inspections of above and below water structures elements
- Condition surveys of various Alameda Corridor facilities
- Architectural, civil, electrical, mechanical, plumbing, structural, railroad or highway design for various facilities
- Final design for Contract Documents and Record Documents including construction drawings, specifications, calculations, cost estimates, schedules, phasing and access
- Identify, apply for and obtain agency plan checks and permits necessary to accomplish the assigned work, including city, state, federal, and CPUC/FRA for rail
- CADD drafting (MicroStation) with 3D/digital twin technology
- Grant and funding support
- Engineering support during bid and construction
- Facility and equipment commissioning
- Peer review

Rail engineering will use Union Pacific Railroad standards and other disciplines will use POLB or POLA standards.

Alameda Corridor Transportation Authority
On-call Engineering

List of Proposers

ABS Consulting Inc.
KPFF Consulting Engineers
Moffatt & Nichol, Inc.
Zephyr Rail

Scoring of Proposers

Proposal Team	Score
A	46
B	69
C	70
Moffatt & Nichol, Inc.	79

Alameda Corridor Transportation Authority

Project: **On-call Engineering**
SUMMARIZED SELECTION EVALUATION FORM
FOR ALL RESPONSIVE PROPOSERS

SCORING GUIDELINES:

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighting Factor: the weighting factor provides a means of assigning importance to each criterion (1 low through 6 high).

Weighted Score= for each criterion, the Rater's Score is multiplied by the Weighting Factor to obtain the Weighted Score.

Total Score = sum of all Weighted Scores. **Maximum points possible = 100.**

Evaluated by: (All Evaluators Combined)	Date: 3/14/2024
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SCORES FOR PROPOSING FIRMS																											
CRITERIA TO BE RATED (Weighting Factor)	A. Firm Qualifications (4)					B. Project Org & Mgmt (6)					C. Staff Qualifications (5)					D. Fee Schedule (3)					E. Responsiveness (2)					Average Weighted Scores	Ranking
	Rater 1	Rater 2	Rater 3	Rater 4	Combined	Rater 1	Rater 2	Rater 3	Rater 4	Combined	Rater 1	Rater 2	Rater 3	Rater 4	Combined	Rater 1	Rater 2	Rater 3	Rater 4	Combined	Rater 1	Rater 2	Rater 3	Rater 4	Combined		
Team A	1	2	2.5	2	7.5	1	3	4	2	10	1	2	2.5	2	7.5	3	5	4	0	12	3	4	4	0	11	46	4
Team B	4	3	3	2	12	4	3	5	3	15	3	4	3.5	4	14.5	4	4	3	2	13	3	2	4	4	13	69	3
Team C	3	4	4	3	14	4	4	3.5	3	14.5	3	4	4	3	14	2	4	3	3	12	4	5	4	2	15	70	2
Moffatt & Nichol, Inc.	4	5	4.5	4	17.5	4	4	4	4	16	3	5	4	4	16	4	4	3.5	2	13.5	3	5	4	3	15	79	1

AGREEMENT NO. C0921

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
MOFFATT & NICHOL

THIS AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California Joint Powers Authority ("ACTA") acting by and through its Governing Board ("Board"), and MOFFATT & NICHOL, a California corporation, whose address is 4225 E. Conant Street, Suite 101, Long Beach, California 90808 ("Consultant").

WHEREAS, ACTA requires the professional, expert and technical services of Consultant on a temporary or occasional basis to provide ACTA with on-call engineering services ("Project"); and

WHEREAS, Consultant is an organization that provides engineering services, including, but not limited to those services required by ACTA and, by virtue of training and experience, is well-qualified to provide such services to ACTA; and

WHEREAS, ACTA does not employ sufficient personnel with the required expertise and it is not feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant

2.1 All of the potential services Consultant shall perform for ACTA are set forth in Exhibit A hereto and hereinafter shall be referred to as "Scope of Work."

2.2 Consultant's performance of tasks shall occur as follows:

a. ACTA's Chief Executive Officer ("CEO") or his designee shall issue written Contract Task Orders ("CTO") in the form attached hereto as Exhibit B that specifies, without limitation the task or subtask to be performed; the specific services required in connection with such task or subtask; the deliverables required in the performance of such task or subtask; the schedule for the performance of such task or subtask; authorized personnel who may perform the task or subtask; and authorized compensation for such task or subtask.

b. Consultant, to reflect its agreement with all the terms of such CTO, shall sign, date and return such CTO to ACTA.

c. Following ACTA's receipt of the CTO signed by Consultant, ACTA's CEO (or his designee) shall issue a Notice to Proceed in the form attached hereto as Exhibit C that has been signed by ACTA authorizing Consultant to commence performance of the services contemplated by such CTO.

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that ACTA's CEO lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a CTO, or in the absence of both a CTO and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of ACTA's CEO, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted on the effective date of this Agreement, whom ACTA's CEO may subsequently approve in writing ("Subconsultants"), or as listed on CTOs. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to ACTA and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon ACTA's CEO's written request, Consultant shall supply ACTA with all agreements between it and its Subconsultants.

2.5 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between ACTA and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, City, or any other governmental entity. ACTA shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

2.6 ACTA's CEO shall resolve in his sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a CTO, and the amount of compensation due. Upon written notice from ACTA's CEO, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to his reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment of compensation by ACTA to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Phil Balmeo ("Project Manager"), shall not be changed without ACTA's CEO's written approval. ACTA's CEO may, for any reason in his sole reasonable discretion, require Consultant to substitute a new Project Manager. If ACTA requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already

performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice ACTA at the lower rate.

2.10 Consultant shall promptly consider and implement, to his reasonable satisfaction, any written comments of ACTA's CEO.

2.11 Consultant shall review information provided by ACTA. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of ACTA's CEO in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by ACTA's CEO. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a project CTO shall entitle ACTA to have services completed by others, shall obligate Consultant to pay ACTA ACTA's cost to undertake completion of such services, and shall authorize ACTA to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a CTO shall result in economic losses to the ACTA, including, but not limited to, the timely bidding and awarding of contracts, completion of the Project in connection with which Consultant's services are rendered and the use of such project by ACTA, the users of the Alameda Corridor and the public.

3. Services To Be Performed By ACTA

3.1 ACTA shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by ACTA, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of ACTA's CEO, shall assist in completing the Scope of Work.

3.2 Consultant shall provide ACTA's CEO with reasonable advance written notice if it requires access to any premises under the control of ACTA. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of ACTA's CEO, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by railroad companies, tenants or contractors of ACTA and that access rights granted by

ACTA to Consultant shall be consistent with any such occupancy or use.

3.3 ACTA shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term

4.1 The effective date of this Agreement shall be the date of its execution by ACTA's CEO or his designee upon authorization of the Board.

4.2 Commencing on the Agreement's effective date, this Agreement shall be in full force and effect until the earlier of the following occurs:

- a. Five (5) years has lapsed from the effective date of this Agreement; or
- b. ACTA's Board, in its sole discretion, terminates this Agreement pursuant to Section 6.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, ACTA shall pay Consultant and Consultant shall accept a sum not to exceed Ten Million Dollars (\$10,000,000). The total sum payable under this Agreement shall be determined by Contract Task Orders and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit D. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit D expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a CTO.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular Contract Task Order.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of tasks using the applicable rates set forth in Exhibit D. Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit D state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit D.

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular CTO, up to the stated fixed amount.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to ACTA for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.5. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and one (1) copy of each such invoice for payment in the format that contains the information specified in Exhibit E, and that includes the following certification:

“I certify under penalty of perjury that the above invoice is true and just, in accordance with the terms of Agreement No. _____, that payment of this invoice has not been received and that none of the items contained in the invoice have been submitted to any other agency.

(signed)

5.5 Where Consultant employs Subconsultants under this Agreement, Consultant shall submit to ACTA, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit F) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form.

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less. All invoices are subject to audit.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of ACTA business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Department
Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

In addition to, or in lieu of, mailing invoices per the above instructions, Consultant may email invoices to accountspayable@acta.org, and Consultant shall be responsible for confirming receipt of emailed invoices. ACTA shall not be responsible for invoices incorrectly emailed or not received due to technical issues, regardless of the source of such issues.

5.8 Prior to any annual anniversary date (i.e., the effective date) of this Agreement, Consultant may submit a revised rate sheet reflecting increases for Consultant's employees' rates as set forth in Exhibit D. ACTA's CEO has delegated authority to review, and in his sole reasonable discretion, approve in writing the revised proposed hourly rates. Any such CEO-approved revised Consultant rates shall become effective on the anniversary date of this Agreement and incorporated herein as "Exhibit D-Year ___, Consultant Revised Hourly Rates".

6. Termination

6.1 The Board, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon ACTA's CEO giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of ACTA to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

6.2 Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. ACTA's CEO, in his sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly.

6.3 If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to ACTA in an organized, usable form with all items properly labeled to the degree of detail specified by ACTA's CEO. No compensation shall be due Consultant until it complies with the requirements of this paragraph.

6.4 Pursuant to Section 5 of ACTA's Amended and Restated Joint Exercise of Powers Agreement, ACTA shall be restricted in its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers. Therefore, this Agreement is subject to the provisions of the Los Angeles City Charter Section 320 which precludes ACTA from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

ACTA, its board, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the

Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

7. Recordkeeping and Audit Rights

7.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by ACTA, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

7.2 During the term of this Agreement, ACTA may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to ACTA. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide ACTA at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by ACTA. ACTA's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to ACTA, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 7.2 shall constitute a material breach of this Agreement and shall entitle ACTA to withhold any payment due under this Agreement until such breach is cured.

8. Consultant Is An Independent Contractor

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of ACTA. Consultant shall not represent itself as an agent or employee of ACTA and shall have no power to bind ACTA in contract or otherwise.

9. Indemnification

9.1 Indemnification. Except for the sole negligence or willful misconduct of ACTA, its Board or any of its officers, agents, employees, assigns and successors in interest, Consultant undertakes and agrees to defend, indemnify and hold harmless ACTA, its Board and any of its officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, arbitration proceedings, administrative proceedings, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by ACTA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to ACTA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

9.2 Indemnification for Design Professional Services. To the fullest extent permitted by law (including without limitation, Section 2782.8 of the California Civil Code), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless ACTA, its Board and any of its officers, agents, employees, assigns, and successors in interest from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against ACTA, its Board, officers, agents, employees, assigns, or successors in interest that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or the acts or omissions of an officer, employee, agent or Subconsultant, excepting only liability resulting from the negligence or willful misconduct of ACTA.

10. Insurance

10.1 Insurance procured by Consultant on Behalf of Consultant

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and as a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less

than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured retention or self-insurance in those cases where, in his judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision, a severability of interest clause and have the railroad exclusion deleted. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(b) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than Five Hundred Thousand Dollars (\$500,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against ACTA in any circumstance in which it is alleged that actions or omissions of ACTA contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(d) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this

Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

10.2 Insurance Procured by Consultant on Behalf of ACTA

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name ACTA, its Board, officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause ACTA to be named as an additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the Alameda Corridor Transportation Authority, its Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. _____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by ACTA is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to ACTA's CEO with copies sent to ACTA's Co-General Counsel at the following addresses: 1) Office of the Long Beach City Attorney, 411 West Ocean Boulevard, 9th Floor, Long Beach, California 90802, and 2) Office of the Los Angeles City Attorney, 425 S. Palos Verdes Street, San Pedro, California, 90731."

10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

(a) Acceptable Evidence and Approval of Insurance

Consultant's insurance broker or agent shall submit to ACTA the appropriate proof of insurance on Consultant's behalf.

Upon request by ACTA, Consultant shall furnish full copies of certified policies of

any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to ACTA.

(c) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to ACTA as set forth herein.

(d) Modification of Coverage

ACTA's CEO, at his sole reasonable discretion, based upon recommendation of independent insurance consultants to ACTA, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the ACTA a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, ACTA's CEO may, at his own option but without any obligation, obtain such insurance to protect ACTA's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(f) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, ACTA requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ACTA.

10.4 Accident Reports

Consultant shall report in writing to ACTA's CEO within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon any Alameda Corridor property if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or

damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. Personal Services Agreement

Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on ACTA to such Subconsultant(s) or give the Subconsultant(s) any rights against ACTA.

12. Confidentiality

Consultant shall not disclose any proprietary or confidential information of ACTA to any third party or parties during or after the term of this Agreement without the prior written consent of ACTA. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

13. Affirmative Action

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded shall contain a like nondiscrimination provision.

14. Small/Very Small Business Enterprise Program

It is the policy of ACTA to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all ACTA contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist ACTA in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit G.

15. Conflict of Interest

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of ACTA. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of ACTA relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, ACTA may immediately terminate this Agreement by giving written notice thereof.

16. Compliance with Applicable Laws

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, and local laws, ordinances, rules, regulations, and orders.

17. Trademarks, Copyrights and Patents

Consultant shall promptly and fully inform ACTA's CEO in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify ACTA and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by ACTA of any materials supplied by Consultant in the performance of this Agreement.

18. Proprietary Information

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by ACTA as soon as they are developed, whether in draft or final form. ACTA has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that ACTA at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for ACTA the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by ACTA, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of

communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the ACTA, its Board, officers, agents or employees, is not given in confidence. Accordingly, ACTA or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, ACTA shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by ACTA. Upon ACTA's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to ACTA. It is expressly understood and agreed that, as between ACTA and Consultant, the referenced license shall arise for ACTA's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. ACTA may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by ACTA.

20. ACTA's Disclosure Obligations

Consultant acknowledges that ACTA is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

21. Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, registered or certified mail, return receipt requested, and postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to ACTA shall be addressed to its Chief Executive Officer, Alameda Corridor Transportation Authority, 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Construction of Agreement

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a

result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

23. Titles and Captions

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

24. Modification in Writing

This Agreement shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement. Any such modifications are subject to all applicable approval processes required by ACTA.

25. Waiver

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

26. Governing Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

27. Severability

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

28. Integrated Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written,

regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

29. Exhibits; Sections

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

30. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

The use of electronic signatures herein, or in any amendments to this Agreement, and any electronic records related to this Agreement (including, without limitation, any agreement or other record created, generated, sent, communicated, received, or stored by electronic means), shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

The words "execution," "signed," "signature," and words of like import in this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf" "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign or Acrobat Sign).

The parties agree that electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

MOFFATT & NICHOL

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2024
Hydee Feldstein Soto, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A - SCOPE OF WORK

Provide On-call Engineering Services in support of Alameda Corridor operations and maintenance. ACTA's Chief Operating Officer will manage the services from Consultant through Project Directives on an as-needed basis, with final approval provided by the Chief Executive Officer.

The following descriptions are intended to describe the type of assignments for which the Consultant might provide On-Call Engineering Services to ACTA. There is no assurance that Project Directives for these or any other services will be issued.

Engineering services that could be assigned through Project Directives may fall under the following discipline categories:

- Civil Engineering
- Railroad Engineering
- Highway Engineering
- Structural Engineering
- Structural Inspections (above water)
- Structural Inspections (below water)
- Utility Investigation and Locating
- Electrical Engineering
- Mechanical Engineering/Plumbing
- Geotechnical Engineering
- Surveying/Property Delineation
- Traffic Engineering
- Architecture
- Landscape Architecture
- CADD and GIS

Project Directives will provide specific detailed information about scope of work, schedule, resources, and budget for any service request, as mutually determined with the Consultant. The scope of work for requested as-needed services may include, but is not limited to the following:

- Project Administration, Management and Coordination
- Transportation, goods movement and logistics studies, analyses, modeling, and reports
- Rail operations analyses, RTS modeling, capacity assessments, studies, and reports
- Conceptual and preliminary design for planning and feasibility studies
- Rail schematic layout, geometric design, yard layout with single-point failure and route analysis
- Structural condition inspections of above and below water structures elements
- Condition surveys of various Alameda Corridor facilities
- Architectural, civil, electrical, mechanical, plumbing, structural, railroad or highway design for various facilities
- Final design for Contract Documents and Record Documents including construction drawings, specifications, calculations, cost estimates, schedules, phasing and access
- Identify, apply for and obtain agency plan checks and permits necessary to accomplish the assigned work, including city, state, federal, and CPUC/FRA for rail
- CADD drafting (MicroStation) with 3D/digital twin technology
- Grant and funding support
- Engineering support during bid and construction
- Facility and equipment commissioning
- Peer review

Rail engineering will use Union Pacific Railroad standards and other disciplines will use POLB or POLA standards.

Exhibit "B"

Contract Task Order

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. _____
Contract Task Order No. ____

Project Name

Pursuant to Section 2 of Agreement No. _____, after receipt of a written Notice to Proceed signed by ACTA's CEO, Consultant shall proceed with the following:

<u>Task Services</u>	<u>Authorized Amount</u>
----------------------	--------------------------

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit A to Agreement No. _____.

Consultant shall complete the work within ____ calendar days from ACTA's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Contract Task Order No. ____:

Consultant acknowledges that the terms and conditions of Agreement No. _____ govern this Contract Task Order and that its signature below reflects its agreement with the terms and conditions of this Contract Task Order No. ____.

If you have any questions, please contact _____ at (562) 247-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

ACCEPTED:

(Consultant Name)

Date:

Exhibit "C"

Notice to Proceed

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. _____
Notice to Proceed – Contract Task Order No. ____
Project Name

This is to notify and direct you to commence performance of the subject Contract Task Order No. _____. Enclosed is your set of the executed Contract Task Order documents.

If you have any questions, please contact _____ at (562) 247-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

Enclosure: Contract Task No. ____

EXHIBIT D

COMPENSATION

For those items of the Scope of Work for which compensation is payable in fixed fee amounts, payment to the Consultant shall be made in accordance with the compensation schedule as set forth in a Contract Task Order (“CTO”), and the percentage of completion of each phase of the Scope of Work, as determined and approved by ACTA’s CEO and based upon monthly progress reports submitted by the Consultant. Monthly progress payments shall be equal to the percentage of completion of each phase multiplied by the fixed fee payable for completion of each phase, less amounts previously billed.

For those items of the Scope of Work for which compensation is payable in not-to-exceed amounts, the Consultant shall be paid an hourly fee as defined in Section 5.3 of this Agreement, at the rates set forth herein and in accordance with the compensation schedule as set forth in a CTO. The Consultant’s monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and sub-consultant classifications of individuals performing work under a CTO, and the applicable hourly rates according to this Exhibit D.

Moffatt & Nichol ACTA On-Call Rates**M&N Audited Overhead Rate 179.80%****Profit 8.00%****Multiplier 3.02**

Name / General Classification	Salaried Rate	Fully Burdened Rate	Contract Rate
Jim McCluskie	\$163.54	\$493.89	\$375.00
Phil Balmeo	\$121.14	\$365.84	\$365.84
Dick Steinke	\$114.50	\$345.79	\$345.79
Pierce Homer	\$144.11	\$435.21	\$375.00
Sam Mansour	\$157.54	\$475.77	\$375.00
Jorge Pantoja	\$91.89	\$277.51	\$277.51
Keith Gillfillan	\$130.05	\$392.75	\$375.00
Omar Jaradat	\$157.54	\$475.77	\$375.00
Chace Hulon	\$92.66	\$279.83	\$279.83
Scott Hudson	\$125.00	\$377.50	\$375.00
Amr Zaher	\$92.69	\$279.92	\$279.92
Kamran Kermani	\$101.52	\$306.59	\$306.59
Ari Konyalian	\$98.58	\$297.71	\$297.71
Tom Poyer	\$97.59	\$294.72	\$294.72
Steven Carson	\$61.70	\$186.33	\$186.33
Jason Field	\$82.00	\$247.64	\$247.64
Jorge Felix	\$51.82	\$156.50	\$156.50
Kerry Simpson	\$144.46	\$436.27	\$375.00
Rob Martinez	\$192.13	\$580.23	\$375.00
Staff Engineer	\$44.26	\$133.67	\$133.67
Project Controls/Word Processing	\$39.73	\$119.98	\$119.98
CADD I	\$34.25	\$103.44	\$103.44
Designer	\$59.75	\$180.45	\$180.45

Note:

Multiplier is locked for 5-year term of contract.

Rates capped at \$375/hr. Cap allowed increase of up to 3% per year for life of contract.

5% Markup on Subconsultants

0% Markup on Other Direct Costs

No reimbursement for local travel or meals.

Travel for specialized experts will not be reimbursed without prior authorization from ACTA.



**BILILING RATES
ON-ALL ENGINEERING SERVICES FOR ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

Prime Firm:	
Subconsultant Firm:	ANIL VERMA ASSOCIATES, INC.

Classification	Hourly Rate FY2024	Hourly Rate FY2025	Hourly Rate FY2026	Hourly Rate FY2027
Principal-in-Charge	\$417.73	\$434.43	\$451.81	\$469.88
Associate Principal	\$363.83	\$378.38	\$393.51	\$409.25
Senior Project Manager	\$363.83	\$378.38	\$393.51	\$409.25
Project Manager	\$282.98	\$294.29	\$306.07	\$318.31
Lead Architect	\$280.28	\$291.49	\$303.15	\$315.28
Project Architect	\$229.08	\$238.24	\$247.77	\$257.68
Sr. Architect III / Sr. Engineer III	\$218.30	\$227.03	\$236.11	\$245.55
Sr. Architect II / Sr. Engineer II	\$202.13	\$210.21	\$218.62	\$227.36
Sr. Architect I / Sr. Engineer I	\$188.65	\$196.20	\$204.04	\$212.21
Architect III/Sr. Designer III	\$175.18	\$182.18	\$189.47	\$197.05
Architect II/Sr. Designer II	\$161.70	\$168.17	\$174.89	\$181.89
Architect I/Sr. Designer I	\$148.23	\$154.15	\$160.32	\$166.73
CAD Manager/BIM Manager	\$175.18	\$182.18	\$189.47	\$197.05
CAD / BIM III	\$148.23	\$154.15	\$160.32	\$166.73
CAD / BIM II	\$134.75	\$140.14	\$145.75	\$151.58
CAD / BIM I	\$121.28	\$126.13	\$131.17	\$136.42
Sr. Estimator	\$256.03	\$266.27	\$276.92	\$287.99
Specifications	\$202.13	\$210.21	\$218.62	\$227.36
Sr. QA/QC Manager	\$363.83	\$378.38	\$393.51	\$409.25
QA/QC	\$202.13	\$210.21	\$218.62	\$227.36
Clerical Support	\$121.28	\$126.13	\$131.17	\$136.42

Notes: The above billing rates include 145% Overhead Rates and 10% Fee. There is an annual merit increase of 4% per year. The above rates don't include other direct costs such as travel, mileages, parking, printing, permit fee, etc.



Arellano Associates 2024 Rate Schedule

Audited Overhead Rate =	132.46%
Profit Margin =	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification1	Hourly Billing Rates			Effective Date of Hourly Rate		Maximum Hourly Rate	% or \$ Increase
	Straight	OT(1.5x)	OT(2x)	From	To		
Principal-in-Charge (Overtime Exempt)	306.85	NA	NA	01/01/24	12/31/2024	120.00	
	319.12	NA	NA	01/02/25	12/31/2025	124.80	4%
	331.88	NA	NA	01/03/26	12/31/2026	129.79	4%
	345.15	NA	NA	01/04/27	12/31/2027	134.98	4%
Senior Project Manager (Overtime Exempt)	255.71	NA	NA	01/01/24	12/31/2024	100.00	
	265.93	NA	NA	01/02/25	12/31/2025	104.00	4%
	276.57	NA	NA	01/03/26	12/31/2026	108.16	4%
	287.64	NA	NA	01/04/27	12/31/2027	112.49	4%
Project Manager/Tech Operations Manager (Overtime Exempt)	191.78	NA	NA	01/01/24	12/31/2024	75.00	
	197.53	NA	NA	01/02/25	12/31/2025	77.25	4%
	203.47	NA	NA	01/03/26	12/31/2026	79.57	4%
	209.58	NA	NA	01/04/27	12/31/2027	81.96	4%
Deputy Project Manager/ Leads (Media, Tech, Creative) (Overtime Exempt)	166.21	NA	NA	01/01/24	12/31/2024	65.00	
	172.86	NA	NA	01/02/25	12/31/2025	67.60	4%
	179.76	NA	NA	01/03/26	12/31/2026	70.30	4%
	186.95	NA	NA	01/04/27	12/31/2027	73.11	4%
Senior Project Coordinator (including Tech, Media, Creative) (Overtime Exempt)	140.64	NA	NA	01/01/24	12/31/2024	55.00	
	146.26	NA	NA	01/02/25	12/31/2025	57.20	4%
	152.12	NA	NA	01/03/26	12/31/2026	59.49	4%
	158.21	NA	NA	01/04/27	12/31/2027	61.87	4%
Project Coordinator (including Tech, Media, Creative) (Overtime Non-Exempt)	102.28	153.42	204.56	01/01/24	12/31/2024	40.00	
	106.37	159.56	212.74	01/02/25	12/31/2025	41.60	4%
	110.62	165.93	221.24	01/03/26	12/31/2026	43.26	4%
	115.04	172.56	230.08	01/04/27	12/31/2027	44.99	4%
Assistant Project Coordinator (including Tech, Media, Creative) (Overtime Non-Exempt)	76.71	115.07	153.42	01/01/24	12/31/2024	30.00	
	79.78	119.67	159.56	01/02/25	12/31/2025	31.20	4%
	82.98	124.47	165.96	01/03/26	12/31/2026	32.45	4%
	86.30	129.45	172.60	01/04/27	12/31/2027	33.75	4%



RAW DATA. REFINED RESULTS.

ROSTER OF EMPLOYEES						
Class Title	Base Rates			Billing Rates		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
SME	\$115.00	\$119.03	\$123.19	\$400.78	\$414.80	\$429.32
Principal Engineer	\$79.00	\$81.77	\$84.63	\$275.32	\$284.95	\$294.92
Associate Principal Engineer	\$79.00	\$81.77	\$84.63	\$275.32	\$284.95	\$294.92
Senior Engineer	\$63.00	\$65.21	\$67.49	\$219.56	\$227.24	\$235.19
Ropes Access Supervisor	\$52.00	\$53.82	\$55.70	\$181.22	\$187.56	\$194.13
Engineer	\$53.00	\$54.86	\$56.77	\$184.71	\$191.17	\$197.86
Senior Analyst	\$45.00	\$46.58	\$48.21	\$156.83	\$162.31	\$167.99
Staff Engineer	\$41.00	\$42.44	\$43.92	\$142.89	\$147.89	\$153.06
Analyst	\$37.00	\$38.30	\$39.64	\$128.95	\$133.46	\$138.13
Graduate Engineer	\$31.00	\$32.09	\$33.21	\$108.04	\$111.82	\$115.73
Senior Technician	\$31.00	\$32.09	\$33.21	\$108.04	\$111.82	\$115.73
Technician	\$30.00	\$31.05	\$32.14	\$104.55	\$108.21	\$112.00
Controller	\$90.00	\$93.15	\$96.41	\$313.65	\$324.63	\$335.99
Administrative	\$35.00	\$36.23	\$37.49	\$121.98	\$126.24	\$130.66

ACTA On-Call Engineering Services

Rate Schedule

	Year 1	Year 2	Year 3
<i>Name & Title</i>	Fully Burdened Rate	Fully Burdened Rate	Fully Burdened Rate
Michael Samario / Senior Specialist, Rail Operations & Simulations	\$114.41	\$120.13	\$126.13
Eric Vaillancourt / Director, Rail and Transit	\$177.76	\$186.65	\$195.98
Chris Hitchcock / Rail Operations Analyst	\$128.23	\$134.65	\$141.38
Daniel Hartung / Rail Equipment/Facilities Commissioning	\$234.95	\$246.70	\$259.03
Kevin Heidrich / Rail Equipment/Facilities Commissioning	\$241.67	\$253.76	\$266.45

* The above listed rates are fully burdened, inclusive of salary, overhead, and profit

** Year 1 is assumed as June 2024 through May 2025

LIN Consulting Fee Schedule for FY 2024

Classifications	Category Rates	Overhead Rate for FY2023	Profit	Loaded Rates
Principal-In-Charge	Range [\$101.00 - \$101.00]	180%	10%	\$ 311.08 - \$ 311.08
Sr. Project Manager	Range [\$76.00 - \$84.00]	180%	10%	\$ 234.08 - \$ 258.72
Asst. Project Manager	Range [\$46.50 - \$54.00]	180%	10%	\$ 143.22 - \$ 166.32
Sr. Engineer	Range [\$54.00 - \$68.00]	180%	10%	\$ 166.32 - \$ 209.44
Project Engineer	Range [\$28.50 - \$42.00]	180%	10%	\$ 87.78 - \$ 129.36
Assistant Engineer	Range [\$20.00 - \$28.00]	180%	10%	\$ 61.60 - \$ 86.24
Intern	Range [\$16.00 - \$20.00]	180%	10%	\$ 49.28 - \$ 61.60

The above rates are effective to December 31, 2024. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates and will be charged at actual cost.

“providing professional services with the best value and quality; on time and within budget”



2024 - 2026

Classification	Name	Class	Raw Hourly Rate	FARS w/ Fee (01.01.2022 Raw X 211.29% + 12% Profit + 5% Escalation)		FARS w/ Fee (01.01.2022 Raw X 211.29% + 12% Profit + 5% Escalation)		FARS w/ Fee (01.01.2022 Raw X 211.29% + 12% Profit + 5% Escalation)	
				01/01/24-12/31/24		01/01/25-12/31/25		01/01/26-12/31/26	
				Multipliers	Hourly Raw Rate with 5% Esc	Multipliers	Hourly Raw Rate with 5% Esc	Multipliers	Hourly Raw Rate with 5% Esc
			OVR= 211.29% Profit= 12.00%		OVR= 211.29% Profit= 12.00%		OVR= 211.29% Profit= 12.00%		
Principal	Lynn Capouya	Salary	\$93.20	\$324.94	\$ 97.86	\$ 341.18	\$ 102.75	\$ 358.24	
Senior Project Manager/Design Director	Jane Cataldo	Salary	\$72.13	\$251.48	\$ 75.74	\$ 264.05	\$ 79.52	\$ 277.25	
Certified Irrigation Designer	Cong Phui	Salary	\$54.39	\$189.63	\$ 57.11	\$ 199.11	\$ 59.96	\$ 209.06	
Sr. Project Manager	Soda Pay	Salary	\$56.06	\$195.45	\$ 58.86	\$ 205.22	\$ 61.81	\$ 215.48	
Sr. Project Manager	Erwin Gutierrez	Salary	\$52.37	\$182.59	\$ 54.99	\$ 191.71	\$ 57.74	\$ 201.30	
Sr. Project Manager	Kevin Yamachika	Salary	\$53.60	\$186.87	\$ 56.28	\$ 196.22	\$ 59.09	\$ 206.03	
Project Manager / Landscape Architect	Patricia Lear	Salary	\$48.08	\$167.63	\$ 50.48	\$ 176.01	\$ 53.01	\$ 184.81	
Design Staff II	Adriel Saravia	Hourly	\$30.00	\$104.59	\$ 31.50	\$ 109.82	\$ 33.08	\$ 115.31	
Design Staff I	TBD	Hourly	\$25.00	\$87.16	\$ 26.25	\$ 91.52	\$ 27.56	\$ 96.10	
Administration	Gina Ortega	Hourly	\$63.48	\$221.32	\$ 66.65	\$ 232.39	\$ 69.99	\$ 244.00	

FIRM: MA Engineering

DATE: 1/17/2023

STRAIGHT	Fringe Benefit % 52.94%	+	General Administrative % 61.96%	=	Indirect Rate % 114.90%
				Fee	8.00%



Employee Name	Classification	License # (if applicable)	Loaded Hourly Billing Rates	Loaded Hourly Billing Rates OT	Actual Hourly Rate		
Javier Tiscareno	Sr. Project Engineer	C81784	\$ 220.49	N/C	\$ 95.00		
Cesar Tiscareno	Sr. Project Engineer	C79951, TE2947	\$ 208.88	N/C	\$ 90.00		
Lilian Yuen	Sr. Project Engineer	C87385	\$ 197.28	N/C	\$ 85.00		
Ron Mones	Sr. Project Engineer	C75506	\$ 197.28	N/C	\$ 85.00		
Michael Tablan	Project Engineer	C89051	\$ 150.86	N/C	\$ 65.00		
Josue Silva	Project Engineer		\$ 127.65	N/C	\$ 55.00		
Annette Marinez	Engineer II		\$ 111.40	N/C	\$ 48.00		
Victor Mendoza	Engineer II		\$ 106.76	N/C	\$ 46.00		
Arman Raghebi	Engineer II		\$ 104.44	N/C	\$ 45.00		
Jason Pham	Engineer II		\$ 104.44	N/C	\$ 45.00		
Mohammed Al-Askari,	Engineer I		\$ 91.68	N/C	\$ 39.50		
Diana Melendez	Engineer I		\$ 91.68	N/C	\$ 39.50		
Belinda Liu	Engineer I		\$ 81.23	N/C	\$ 35.00		
			\$ -	N/C			
			\$ -	N/C			
			\$ -	N/C			
			\$ -	N/C			



**Alameda Corridor Transportation Authority (ACTA)
ON-CALL ENGINEERING SERVICES Hourly Rates & Pricing**

Firm	Prime	Sub	Last Name ¹	First Name	Discipline/Classification	Base Hourly Rate	Exempt or Non-Exempt	Overhead Rate	Profit/Fee	Fully Burdened Rate
ABC Consulting	x		Jones	Bob	Planner	\$ 54.65	Non-Ex	159.66%	10.00%	\$ 156.09
XYZ Consultant		x	Smith	James	Planner, Assistant	\$ 38.00	Exempt	148.17%	10.00%	\$ 103.74
RSE Corporation		X	Maxey	Darrell	Engineer III	\$ 125.00	Exempt	124.76%	10%	\$ 309.05
RSE Corporation		X	Susanto	Bernard	Engineer III	\$ 115.00	Exempt	124.76%	10%	\$ 284.32
RSE Corporation		X			Principal Manager	\$ 135.00	Exempt	124.76%	10%	\$ 333.77
RSE Corporation		X			Engineer III	\$ 125.00	Exempt	124.76%	10%	\$ 309.05
RSE Corporation		X			Engineer II	\$ 85.00	Exempt	124.76%	10%	\$ 210.15
RSE Corporation		X			Engineer I	\$ 50.00	Exempt	124.76%	10%	\$ 123.62
RSE Corporation		X			Survey Manager	\$ 115.00	Exempt	124.76%	10%	\$ 284.32
RSE Corporation		X			Engineer Technician III	\$ 90.00	Exempt	124.76%	10%	\$ 222.51
RSE Corporation		X			Engineer Technician II	\$ 75.00	Non-Ex	124.76%	10%	\$ 185.43
RSE Corporation		X			Engineer Technician I	\$ 55.00	Non-Ex	124.76%	10%	\$ 135.98
RSE Corporation		X			Admin III	\$ 90.00	Exempt	124.76%	10%	\$ 222.51
RSE Corporation		X			Admin II	\$ 60.00	Exempt	124.76%	10%	\$ 148.34
RSE Corporation		X			Admin I	\$ 40.00	Exempt	124.76%	10%	\$ 98.89

Instructions/Notes:

- List proposed staff in alphabetical order THEN include any "general" classifications with "TBD" for the staff name
- Base Hourly Rate = unburdened hourly rate
- Overhead Rate as a percentage
- Fee = Fee/Profit as a percentage of Direct Labor Costs
- Fully-burdened hourly rate = (BHR+(BHR*OVERHEAD))*(1+FEE) (This is automatically calculated)

Transportation Analytic Services

Employee Name	Classification	Hourly Rates
Jack Fuller	Sole Proprietor	\$170



Hourly Rates and Pricing

Employee name	Hourly rate	Audited OH	Profit	Billing rate
Kevin Villarama, PE	\$60	183.45 %	10%	\$186.60
Jose Varias	\$98	183.45 %	10%	\$304.78



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

EARTH MECHANICS, INC. BILLING RATES 2024			
Classification	Billing Rate		
	HOURLY	OT (x1.5)	OT (x2.0)
Principal	\$ 303.00		
Principal Engineer/Geologist	\$ 302.00		
Senior Engineer/Geologist	\$ 224.00		
Senior Project Engineer/Geologist	\$ 204.00		
Project Engineer/Geologist	\$ 174.00		
Senior Staff Engineer/Geologist	\$ 153.00		
Staff Engineer/Geologist	\$ 134.00		
Senior Technician	\$ 156.00		
Technician Non-PW (non-exempt)*	\$ 81.00	\$ 121.50	\$ 162.00
Administrative Assistants (non-exempt)*	\$ 147.00	\$ 220.50	\$ 294.00

**Non-exempt: subject to overtime pay per California law.
Exempt staff are paid hourly for additional hours worked.*

Reimbursable expenses including, but not limited to, drilling, traffic control, waste disposal, specialty testing, and private utility location services will be reimbursed at actual cost with supporting invoice.

Charges invoiced to ACTC for travel, lodging, and subsistence shall not exceed the current Caltrans rates.

Billing Multiplier Applied to Base Rate (170.68% OH & 10% fee)

Annual Escalation = 5%



Scola & Associates Fee Schedule FY 2024

Name	Classification	Unburdened Rate	Fully Burdened Rate
Lisa Scola Salary Exempt	Senior Grant Writer	\$ 85.00	\$ 205.70

Reimbursable expenses at cost with supporting documentation: mileage, reprographics, and parking

Billing Multiplier 2.42 (120.00% Overhead, 10% Profit)

Annual Escalation = 5%

EXHIBIT E

Company Letterhead

Agreement No.:
TIN:

Invoice Number:
Date:
ACTA PM:

Task number, Project Title
Billing Period: Month/Day/Year to Month/Day/Year

Authorized PD Budget	Current Invoice	Invoiced To-Date	PD Balance
\$0.00	\$0.00	\$0.00	\$0.00

PERSONNEL:	Rate/Hour	Current Hours	Cumulative Hours	Current Total
Name & Title	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
Total Labor Cost:				\$0.00

SUBCONSULTANT:	Activity	Current Total
Name of Subconsultant	Work Performed	\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
Total Subconsultant Cost:		\$0.00

REIMBURSABLE EXPENSES:	Current Total	
Mileage, Parking, Car Rentals, Reproduction/Copies, etc.	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
Total Other Direct Cost:		\$0.00

REMIT PAYMENT TO: Company Name Address City, ST Zip
--

TOTAL AMOUNT NOW DUE: \$0.00

Progress Report: Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate.

I certify under penalty of perjury that the above bill is just and correct according to the terms of Agmt #_____ and that payment has not been received.

Consultant Representative Name

Date:
APPROVED AS TO SCOPE AND
AMOUNT OF WORK PERFORMED

ACTA PROJECT MANAGER

Exhibit F

**ALAMEDA CORRIDOR
MONTHLY SUBCONTRACTOR MONITORING REPORT**

Instructions: Please indicate the participation levels achieved for the month of _____ for the referenced contract number.

Contract No. _____ Start Date _____ End Date _____

Committed SBE Participation Percentage _____

				PROPOSED	ACTUALS		
	Name of Subcontractor	Work Performed	Certifications:* SBE/VSBE/MBE/WBE/OBE/DVBE	Original Proposed SBE Percentage	Amount Paid This Month	Amount Paid to Date	Overall Contract Amount Percentage (Paid to Date)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

* Indicate all certifications held by each subcontractor

EXHIBIT G

SMALL BUSINESS ENTERPRISE PROGRAM

The Alameda Corridor Transportation Authority (“ACTA”) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at ACTA. ACTA's Small Business Enterprise (SBE) Program was created to provide opportunities for small businesses to participate in professional service and construction contracts. It is the policy of ACTA to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows ACTA to target small business participation, including MBEs, WBEs, and DVBES, more effectively.

An overall ACTA goal of 25% SBE participation by total contract value and/or by total number of contracts awarded to SBE prime consultants or contractors has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work, and will be stated in the specific request for proposals or bids. **Based on the work to be performed under this Agreement, it has been determined that the percentage of required small business participation will be 0%.**

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement, where required, and for reporting to ACTA. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

Contractor Description Form

For the Prime Contractor and each Subcontractor, state the type of SBE certification claimed and, if available, return documentation with this form to ACTA evidencing the declared SBE certification.

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

Contract Title: _____

Business Name: _____ Award Total: \$ _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____

Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____

Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____

Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____

Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____

Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____

Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____

Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____


Email address: _____

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: May 16, 2024

From: Michael C. Leue, Chief Executive Officer 

Subject: RATIFY the CEO's approval of Agreement No. R0919 and Amendment No. 1, and APPROVE Amendment No. 2 to Reimbursement Agreement R0919 with the City of Compton for flagging Services in Support of Repairs to the Artesia Boulevard Bridge, with an increase in compensation to \$226,000

Recommendation:

Ratify the CEO's approval of Agreement No. R0919 and Amendment No. 1, and approve Amendment No. 2 to Agreement No. R0919 with the City of Compton and authorize the Chief Executive Officer or Chief Financial Officer to execute the Amendment.

The Second Amendment increases the agreement compensation paid by the City of Compton to ACTA by \$200,125 for a total not-to-exceed amount of \$226,000.


Discussion:

The City of Compton is repairing the easternmost span on the Artesia Boulevard Bridge that was damaged by a fire in December 2022 ("Project"). The Project is located over ACTA tracks at Artesia Boulevard and Alameda Street. ACTA's Chief Executive Officer (CEO) executed the original agreement for design review services in the amount of \$17,250, on October 23, 2023 (See Transmittal 1). The City of Compton asked that the agreement be amended to include construction coordination support and flagging services and add \$8,625 to the budget. ACTA's CEO executed the First Amendment to Agreement R0919 on January 8, 2024 (See Transmittal 2).

The initial funding amount for agreement R0919 and the First Amendment were sufficient to cover the original estimate for flagging services of 41 days. However, after the contractor removed the damaged span, additional damage was discovered, requiring more time to make repairs and additional flagging services to make all repairs in a timely and safe manner. The City of Compton requested 100 more days of flagging in addition to the original 41-day estimate. Because the new proposed funding exceeds the CEO's contracting authority, it is recommended that the Governing Board ratify the CEO's approvals of the original Agreement and First Amendment and approve the Second Amendment to Agreement R0919 to increase the funding amount by \$200,125 for a new budget total of \$226,000 (See Transmittal 3).

Budget Impact:

There is no net impact to the FY24 Budget since costs are pass-through where ACTA initially pays its contractor for flagging services, but subsequently is fully reimbursed by the City of Compton. ACTA utilizes the Local Agency Investment Fund (LAIF) account to pay for the services and reimburses the account when payment is received from the City of Compton.





May 16, 2024
ITEM #5

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed and approved Reimbursement Agreement No. R0919, the First Amendment and the proposed Second Amendment as to form.

Transmittals:

Transmittal 1 – Reimbursement Agreement No. R0919 between the Alameda Corridor
Transportation Authority and the City of Compton

Transmittal 2 – First Amendment to Agreement No. R0919

Transmittal 3 – Second Amendment to Agreement No. R0919

AGREEMENT NO. R0919

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
CITY OF COMPTON

This AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority acting by and through its Governing Board ("ACTA"), and the CITY OF COMPTON, a California municipal corporation, 205 South Willowbrook Avenue, Compton, California 90220 (hereinafter "City").

WHEREAS, City intends to perform maintenance and repair on an Artesia Boulevard bridge spanning over the Alameda Corridor Right-of-Way ("Project"); and

WHEREAS, City requires ACTA's assistance for project oversight, engineering review of design plans and erection plans of temporary structures needed to complete the Project; and

WHEREAS, in order to ensure that the Project is constructed safely and to limit impacts on corridor rail operations, ACTA agrees to perform certain services as set forth herein ("ACTA Work"); and

WHEREAS, ACTA and City desire to execute this Agreement providing the terms and conditions pursuant to which ACTA will complete the ACTA Work and City will reimburse ACTA for the costs and expenses associated with such work;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Work to be Completed by ACTA

1. ACTA and its contractors shall complete ACTA's Work on the Project as set forth in Exhibit A, attached hereto.

2. A detailed Schedule, Budget Estimate and Rates for ACTA's Work is set forth in Exhibit B, attached hereto.

3. As set forth below ACTA shall perform ACTA's Work by its own forces and its contractors (including ACET and RailWorks Track Services, LLC and its authorized subcontractors).

a) The Parties agree that no notice to proceed from City shall be required before ACTA may begin pre-construction design review.

b) City shall provide written notice to ACTA prior to City starting its

construction work on the Project so that ACTA may proceed with final design review and approval.

c) City shall provide written notice to ACTA whenever City or its contractors require access to corridor property so that ACTA may provide flagging services.

II. City Reimbursement of ACTA Costs

1. As detailed in Exhibit B, City shall reimburse ACTA one hundred percent (100%) of the actual costs and expenses incurred by ACTA with respect to ACTA's Work.

2. The total estimated budget for ACTA's Work as set forth in Exhibit B is Seventeen Thousand Two Hundred Fifty Dollars (\$17,250). Any increase in the estimated budget for ACTA's Work shall be evidenced by a revised exhibit in the manner set forth in Paragraph 3 of this Section.

3. During the term of this Agreement, ACTA shall provide City with periodic updates (but no less than monthly) with respect to any anticipated or proposed changes to the budget. Any revised cost estimates exceeding 10% of the then current budget shall be agreed upon by ACTA's Chief Executive Officer and City and added as an exhibit to this Agreement. Such exhibits shall be labeled as "Exhibit B-1" (and so on numerically), dated, and added to Exhibit B of this Agreement. Such revised exhibit(s) shall not otherwise require a written amendment to this Agreement, except however, a written amendment will be required if and when the total budget increase exceeds 50% of the original budget set forth in Paragraph 2 of this Section (i.e., total budget increase exceeding \$8,625).

4. The maximum payable under this Agreement shall be Twenty-Five Thousand Eight Hundred Seventy-Five Dollars (\$25,875).

5. On a monthly basis, ACTA shall submit invoice(s) and supporting documentation of ACTA's Work completed in the prior month, along with subcontractor invoices received during that prior month, to City for reimbursement. The invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of ACTA's Work that were completed during the invoicing period.

6. Within forty-five (45) days of receipt of any invoice from ACTA, City shall tender payment in full to ACTA, following payment instructions provided by ACTA.

7. ACTA shall submit a final reconciled invoice to City within 180 days after the completion of ACTA's Work. The final billing shall be in the form of an itemized statement of the total costs for ACTA's Work. Within 45 days after receipt of the final reconciled invoice, City shall pay ACTA all amounts evidenced by such invoice in full.

III. Indemnification and Insurance

A. Indemnification

City shall indemnify, defend (using counsel approved by ACTA) and hold harmless: (a) ACTA; (b) the City of Los Angeles Harbor Department; (c) the City of Long Beach Harbor Department; (d) the Railroads; and (e) each of their respective commissions or boards, employees and agents (collectively, "Indemnified Parties") from and against any and all actions, suits, proceedings, claims, demands, damages, loss, liens, costs (including court costs and attorneys' fees including the allocated cost of in-house counsel), expenses or liabilities, of any kind or nature whatsoever, for injury to or death of persons or damage to property, including property owned by or under the care and custody of ACTA, which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, and arising from or attributable to or caused by any acts or omissions of City or any of the Indemnified Parties relating to or arising out of City's work under the Agreement, or by reason of any actual or asserted failure of City to keep, observe or perform any provision of this Agreement, except to the extent that such injury, death or damage is caused by the active negligence or willful misconduct of the Indemnified Parties or any of them. The indemnity required herein shall survive the revocation, termination or expiration of this Agreement.

B. Insurance

1. General Provisions

The required insurance and the documents provided as evidence thereof shall be in the name of the City and shall be provided as a condition precedent to the effectiveness of this Agreement. If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below. The exact structure and layering of the coverage shall be left to the discretion of the City. However, any excess or umbrella policies used to meet limits shall be at least as broad as the underlying coverages and shall otherwise "follow form". Package policies which contain more than a single coverage type and share primary per occurrence and/or aggregate limits are not permitted. Insurance coverage that requires ACTA to tender any claim or suit to its own insurer(s) or make its own insurance coverage available for any reason is not permitted. The full policy limits and scope of protection shall apply to the additional insureds as required below even if they exceed the minimum insurance requirements specified herein.

2. Commercial General Liability

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than two million dollars (\$2,000,000) per occurrence for all coverage provided and four million dollars (\$4,000,000) general aggregate. The policy shall not limit coverage for the additional insured to "ongoing operations" or in any way exclude coverage for completed

operations. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims, and defense costs shall be excess of limits. If City is using Subcontractors the policy must include work performed "by or on behalf" of City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to ACTA or any employee or agent of ACTA. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of the City, require ACTA to tender defense or indemnity to its insurer(s) or make its own insurance available, or contain any other exclusion contrary to the Agreement.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Agreement with ACTA and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Coverage shall be provided for property damage or bodily injury that occurs on or within fifty feet of railroad property using ISO CG 24 17 (10 01) or its equivalent.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, the City of Los Angeles Harbor Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the City, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: Policies shall be endorsed to reflect that no cancellation or material modification of the coverage provided shall be effective until written notice has been given to ACTA at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

3. Business Automobile Insurance

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). Limit shall be no less than one million dollars (\$1,000,000) combined single limit per accident. Coverage shall

apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to ACTA or any employee or agent of ACTA. If City does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this Agreement.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, the City of Los Angeles Harbor Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the City, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: Policies shall be endorsed to reflect that no cancellation or material modification of the coverage provided shall be effective until written notice has been given to ACTA at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Contractors' Pollution Liability Insurance

Contractors' Pollution Liability insurance shall be provided on a Contractors Pollution Liability policy form or other policy form acceptable to ACTA providing coverage for liability caused by pollution conditions arising out of the operations of the City. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to ACTA or any employee or agent of ACTA.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Agreement with ACTA and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, the City of Los Angeles Harbor Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: Policies shall be endorsed to reflect that no cancellation or material modification of the coverage provided shall be effective until written notice has been given to ACTA at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Workers' Compensation

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against ACTA, the City of Los Angeles Harbor Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents.

Cancellation: Policies shall be endorsed to reflect that no cancellation or material modification of the coverage provided shall be effective until written notice has been given to ACTA at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

6. Waiver of Right of Recovery

City hereby waives any right of recovery against the Indemnitees and agrees to obtain from its insurers a waiver of any right of recovery against the Indemnitees.

7. Deductible/Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by ACTA's Chief Executive Officer and shall protect ACTA, the City of Los Angeles Harbor

Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with ACTA insurance guidelines.

8. Changes to Coverage Requirements

ACTA reserves the right at any time during the term of this Agreement to change and types of insurance required by giving the City sixty (60) days advance written notice of such change. Any type of insurance or any increase of policy limits not described in this Agreement that City requires for its own protection or is required by statute shall be at its own expense.

9. Evidence of Insurance

The City, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies containing the terms and conditions required by this contract to ACTA for approval as to sufficiency and form.

Insurance evidence as required herein shall be maintained until the date of Final Completion of the Project, unless otherwise set forth in the Agreement.

At least thirty (30) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with ACTA. If such coverage is cancelled or reduced, City shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with ACTA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

10. Failure to Maintain Coverage

City agrees to maintain the insurance coverage as required by this Agreement at all times. In the event that the City's Work is suspended for failure to maintain required insurance coverage, the City shall not be entitled to an extension of time for completion of the Work or delay damages resulting from the suspension.

11. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:-VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with ACTA insurance guidelines.

12. Contractual Liability

The coverage provided shall apply to the obligations assumed by the City under the indemnity provisions of this Agreement but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

IV. Effective Date, Term and Termination

1. The effective date of this Agreement shall be the date of its execution by ACTA's CEO upon authorization of the ACTA Governing Board.

2. This Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until one (1) year has lapsed from the effective date of this Agreement.

3. Either Party may terminate this Agreement for any reason upon giving to the other Party ten (10) days' notice in writing of its election to cancel and terminate this Agreement. ACTA shall be entitled to reimbursement for expenses incurred for services provided in accordance with this Agreement as of the date the ten days' notice period ends ("Date of Termination"). ACTA shall determine the amount of reimbursement due from City for services provided up to the Date of Termination. In the event that City terminates this Agreement, City and its subcontractors shall not access corridor property after the Date of Termination and all work on the Project shall cease.

IV. Miscellaneous Provisions

1. Notices: Any Notice to be given by each Party to the other shall be in writing and delivered in person or by United States Mail, registered or certified, postage prepaid, return receipt requested, addressed to the Party for whom intended, as follows:

To ACTA:

Alameda Corridor Transportation Authority
ATTN: Michael C. Leue, P.E. CEO
3760 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

To City:

City of Compton
ATTN: John D. Strickland, Project Manager
205 South Willowbrook Avenue
Compton, CA 90220

2. Force Majeure: The performance of the obligations of the Parties under this Agreement except for the payment of monies owed, shall be excused while, and to the extent that, a Party is prevented from complying therewith, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state or municipal law; by any rule, regulation or order of a governmental agency, by inability to secure equipment and materials; or any other cause or causes beyond the reasonable control of that Party. Neither Party shall be required, against their respective wills to adjust or settle any labor dispute in order to meet any obligation imposed hereunder.

3. Interpretation: Neither this Agreement nor any provision hereof shall be interpreted for or against either Party on the basis that said party drafted the provision in question, nor on the basis of a previous draft or drafts of the provision in question.

4. Successors and Assigns: This Agreement and all of its terms, provisions, covenants and conditions, except as otherwise expressly provided in this Agreement, shall inure to the benefit of and be binding upon the personal representatives, successors and assignees of the Parties hereto.

5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules, and principles of such State. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

6. Amendments and Modifications: Other than as set forth in Section II, Paragraph 3, the terms of this Agreement may be modified only by written amendment approved by the Parties, subject to all applicable approval processes required by either Party.

7. Counterparts: This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

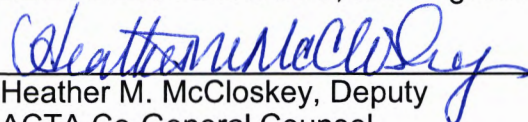
ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: 10/23/23

By: 
Michael C. Leue, P.E.
Chief Executive Officer


APPROVED AS TO FORM

October 16, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By: 
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

Date: 10/4/23

CITY OF COMPTON

By: 
Name: Jerome Grooms
Title: City Manager

Agreement Between the Alameda Corridor Transportation Authority and the City of Compton

Approved as to form:

By *Eric J. Perrodin*
Eric J. Perrodin, City Attorney

Dated: 9/28/23

ATTEST:

By *Vernell McDaniel*
Vernell McDaniel, City Clerk



Dated: 10/04/23



Exhibit A

Scope of Work

The Project consists of the City of Compton replacing the damaged easternmost span on the Artesia Blvd. Bridge that was damaged by fire in December 2020 ("Project"). The existing damaged span will be demolished and replaced with a new span. See Attachment 1 for a map of the Project Location.

As part of the City of Compton's Project, ACTA will provide project design review for work located on the Alameda Corridor Right-of-Way. ACTA's services will include reviewing design plans and calculations of temporary and permanent structures for the Project.

The engineering design review services will be provided pursuant to ACTA's Alameda Corridor Engineering Team (ACET) Agreement, applying the rates in effect when services are provided. The City of Compton agrees that ACTA shall have sole authority to select the ACET engineers who will provide the design review services for the Project.

EXHIBIT A - ATTACHMENT 1

PROJECT LOCATION

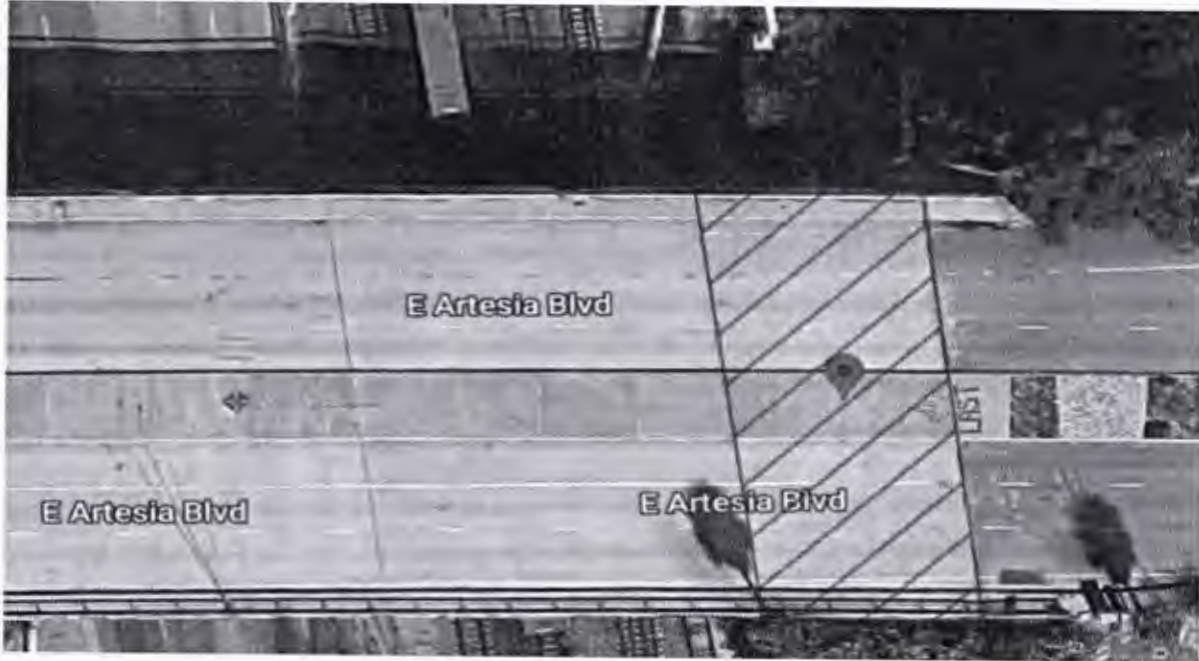


EXHIBIT B

SCHEDULE, BUDGET ESTIMATE AND RATES

City of Compton Artesia Boulevard Bridge Repair Project
 Support Services Provided by ACTA
 September 2023 through September 2024

Scope of Work	Estimated Budget
Design Review	\$15,000
Administrative Overhead (15%)	<u>\$ 2,250</u>
Total Estimated Budget	\$17,250

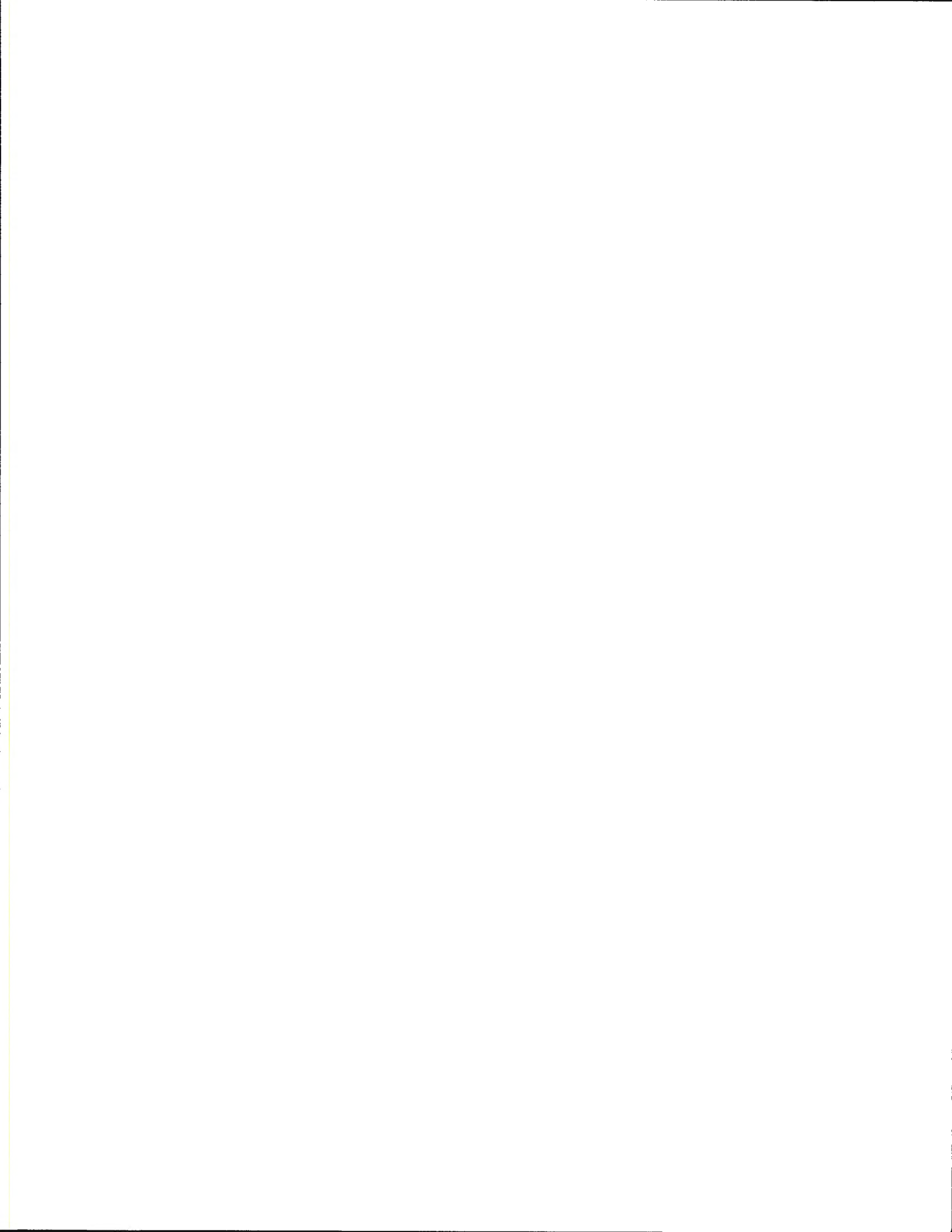
Design review services will be provided by ACTA through its agreement with the Alameda Corridor Engineering team (ACET), at the following job position and rates:

<u>Position</u>	<u>Fully Burdened Rate</u>
Engineer	\$ 207.25 - \$ 347.97

Note: ACET's fully burdened rates include Direct Salaries & Wages, Indirect Expenses, and a 10% Labor Fixed Fee.

ACET's rates are subject to change upon ACTA providing written notice to the City of Compton of such changes.

City of Compton shall request ACTA's support services in writing with a brief description of the proposed work to Jorge Pantoja at pantoja@trenchteam.com not less than fourteen (14) calendar days prior to work beginning and specify the type of services required and a need by date. Along with the service request, a schedule of the proposed work duration, a contact name, email and phone number shall be provided.



RESOLUTION NO. 25,909

1
2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING
3 THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2023-2024 FISCAL YEAR
4 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
5 AGREEMENT WITH THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
6 AND THE CITY OF COMPTON AND ISSUE A PURCHASE ORDER (\$25,875).

7 **WHEREAS**, adoption of this resolution will amend the Public Works Engineering
8 Department's fiscal year budget and authorize the City Manager to enter into an
9 Agreement with the Alameda Corridor Transportation Authority (ACTA) and the City of
10 Compton and issue a purchase order in the amount of Twenty Five Thousand Eight
11 Hundred Seventy Five Dollars (\$25,875); and

12 **WHEREAS**, the Artesia Boulevard Overhead (State Bridge No. 53C1744, LA
13 County Bridge No. 2446) carries Artesia Boulevard over the Alameda Railroad Corridor,
14 Alameda Street, and Compton Creek; and

15 **WHEREAS**, the bridge was constructed in 1956 and is approximately 100 feet
16 wide, and includes 10 spans of varying length for a total bridge length of 718'; and

17 **WHEREAS**, the bridge superstructure is comprised of steel girders with a cast-
18 in-place concrete deck and as of the June 2019 Bridge Inspection Report, the bridge
19 was flagged as Structurally Deficient with a Sufficiency Rating of 38.0 out of 100; and

20 **WHEREAS**, on December 18, 2020, fire damage was reported at Span 10, the
21 easternmost span of the bridge and subsequently, the bridge was closed to traffic and
22 inspected by the Los Angeles County Public Works and the City of Compton Public
23 Works staff; and

24 **WHEREAS**, steel girders exhibited significant distortion as a result of fire, and
25 an April 2021 load analysis concluded that the structure's remaining strength is
26 sufficient to carry only the structure's self-weight; and

27 **WHEREAS**, additional live loads (vehicular and pedestrian traffic) were
28 prohibited on the bridge and because most of the steel girder members are severely
29 deformed and connections have been compromised, repairing the girders was not
30 deemed feasible and the preferred repair solution is to replace Span 10; and

31 **WHEREAS**, to re-open the bridge to traffic, the load rating report recommended
32 replacement of the entire superstructure in-kind (concrete deck on steel girders) at Span
10, along with replacement of bearings at the supports, concrete spall repairs of
substructures at Bent 10 and Abutment 11, and repair and backfill of the eroded
embankment at Abutment 11; and

WHEREAS, on October 11, 2022, pursuant to Resolution No. 25,737, City
Council authorized the City Manager to enter into a professional services agreement
with Biggs Cardosa Associates, Inc. to provide professional Design Engineering
Services for the Artesia Bridge and the design portion of the project was completed on
July 27, 2023; and

WHEREAS, the proposed work will be performed in accordance with the plans,
specifications and other contract documents as specified herein and shall consist of the
following general work descriptions: survey of existing bridge; protection of utilities,
coordination with utility companies and railroads; demolition of existing eastern span of
existing bridge including possible lead and asbestos; surface repair of existing
substructures; new bearings and steel girders; concrete bridge deck, median, sidewalk,
curb; salvage and reset existing steel rail; deck joints; and traffic control; and

WHEREAS, the project location is on Artesia Boulevard over Alameda Street
and the Union Pacific Railroad and Alameda Corridor Transportation Authority right-of-
ways; and

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WHEREAS, the City intends to perform maintenance and repair on the Artesia Boulevard Bridge spanning over the Alameda Corridor Right-of-Way; and

WHEREAS, the City requires ACTA's assistance for project oversight, engineering review of design plans and erection plans of temporary structures needed to complete the project and in order to ensure that the Project is constructed safely and to limit impacts on corridor rail operations, ACTA agrees to perform certain services; and

WHEREAS, ACTA and the City of Compton desire to execute this Agreement providing the terms and conditions pursuant to which ACTA will complete the ACTA work and the City will reimburse ACTA for the costs and expenses associated with such work; and

WHEREAS, ACTA and its contractors shall complete ACTA's work on the project as set forth in Exhibit A and a detail Schedule, Budget Estimate and Rates for ACTA's work is set forth in Exhibit B; and

WHEREAS, ACTA shall perform ACTA's work by its own forces and its contractors including ACET and RailWorks Track Services, LLC and its authorized subcontractors; and

WHEREAS, the Parties agreement that no notice to proceed from the City is required before ACTA may begin pre-construction design review and the City shall provide written notice to ACTA prior to City starting its construction work of the Project so that ACTA may proceed with final design review and approval; and

WHEREAS, the City shall provide written notice to ACTA whenever City or its contractors require access to corridor property so that ACTA may provide flagging services; and

WHEREAS, the City shall reimburse ACTA one hundred percent (100%) of the actual costs and expenses incurred by ACTA with respect to ACTA's work and the total estimated budget for ACTA's work is Seventeen Thousand Two Hundred Fifty Dollars (\$17,250); and

WHEREAS, any increase in the estimated budget for ACTA's work shall be evidenced by a revised budget estimate; and

WHEREAS, the effective date of the Agreement shall be the date of its execution by ACTA's CEO upon authorization of the ACTA Governing Board and the Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until one (1) year has lapsed from the effective date of the Agreement; and

WHEREAS, during the term of the Agreement, ACTA shall provide the City with periodic updates with respect to any anticipated or proposed changes to the budget and any revised cost estimate exceeding the 10% of the then current budget shall be agreed upon by ACTA's Chief Executive Officer and the City of Compton and added as an exhibit to the Agreement; and

WHEREAS, the maximum payable under this Agreement shall be Twenty-Five Thousand Eight Hundred Seventy-Five Dollars (\$25,875) and on a monthly basis, ACTA shall submit invoices and supporting documentation of ACTA's work completed during the prior month, along with subcontractor invoices received during that prior month, to the City for reimbursement; and

WHEREAS, the invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of ACTA's work that was completed during the invoicing period and ACTA shall submit a final reconciled invoice to the City of Compton within 180 days after the completion of ACTA's work; and

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WHEREAS, the final billing shall be in the form of an itemized statement of the total costs for ACTA's work and within 45 days after receipt of the final reconciled invoice, the City shall pay ACTA all amounts evidenced by such invoice in full; and

WHEREAS, the Public Works Engineering Department's 2023-2024 Fiscal Year budget will be amended as follows:

Increase Revenue

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-3569	State Grants	\$25,875

Increase Expenditures

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants	\$25,875; and
	Capital Outlay	

WHEREAS, funds in the amount of \$25,875 will be available in the Public Works Engineering Department's 2023-2024 Fiscal Year budget in Account No. 2789-710-041-4300; and

WHEREAS, in order to amend the Public Works Engineering Department's 2023-2024 fiscal year budget and authorize the City Manager to enter into an Agreement with the Alameda Corridor Transportation Authority (ACTA) and the City of Compton and issue a purchase order in the amount of Twenty Five Thousand Eight Hundred Seventy Five Dollars (\$25,875) pursuant to the Alameda Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, City Council's authorization is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into an Agreement between the Alameda Corridor Transportation Authority and the City of Compton pursuant to the Alameda Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project.

Section 2. That the City of Compton designates the City Manager as the person authorized to execute all agreements and any amendments thereto with the Alameda Corridor Transportation Authority.

Section 3. That the Public Works Engineering Department's 2023-2024 Fiscal Year will be amended as follows:

Increase Revenue

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-3569	State Grants	\$25,875

Increase Expenditures

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants	\$25,875
	Capital Outlay	

Section 4. That funds in the amount of \$25,875 will be available in the Public Works Engineering Department's 2023-2024 Fiscal Year in Account No. 2789-710-041-4300.

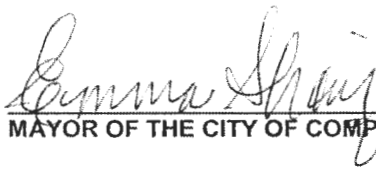
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Section 5. That a purchase order in the amount of \$25,875 is authorized to be established for the Alameda Corridor Transportation Authority for services to be rendered on the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01, from Account No. 2789-710-041-4300.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, and Public Works Engineering Department.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 26th day of SEPTEMBER, 2023.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this 26th day of SEPTEMBER, 2023.

That said Resolution was adopted by the following vote, to wit:

AYES: **COUNCIL MEMBERS** –DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: **COUNCIL MEMBERS** –NONE
ABSTAIN: **COUNCIL MEMBERS** –NONE
ABSENT: **COUNCIL MEMBERS** –NONE


CITY CLERK OF THE CITY OF COMPTON

FIRST AMENDMENT
TO AGREEMENT NO. R0919
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND
CITY OF COMPTON

THIS FIRST AMENDMENT to Agreement No. R0919 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Executive Director, and the City of Compton ("City") as follows:

1. Section II, City Reimbursement of ACTA Costs, Paragraph 2 is hereby removed and replaced in its entirety, as follows:

"2. The maximum amount payable under this Agreement, unless modified by written amendment, shall be Twenty-Five Thousand Eight Hundred Seventy-Five Dollars (\$25,875)."
2. Section II, City Reimbursement of ACTA Costs, Paragraphs 3 and 4 are hereby removed in their entirety and are not replaced.
3. Exhibit A "Scope of Work" is hereby removed and replaced in its entirety with Exhibit A-1 "Scope of Work". All references to "Exhibit A" throughout the Agreement are hereby changed to "Exhibit A-1".
4. Exhibit B "Schedule, Budget Estimates and Rates" is hereby removed and replaced in its entirety with Exhibit B-1 "Schedule, Budget Estimates and Rates". All references to "Exhibit B" throughout the Agreement are hereby changed to "Exhibit B-1".

Except as amended herein, all remaining terms and conditions of Agreement No. R0919 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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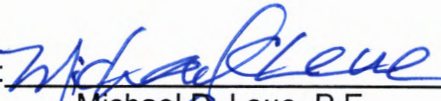
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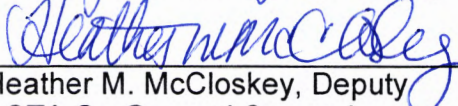
IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. R0919 on the date to the left of their signatures:

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: 1/8/2024

By: 
Michael D. Leue, P.E.
Chief Executive Officer


APPROVED AS TO FORM
January 8, 2024
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By: 
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

THE CITY OF COMPTON, a municipal
corporation

Date: 12/28/23

By: 
JEROME GROOMES
City Manager, City of Compton

Attest: 
Vernell McDaniel
City Clerk

APPROVED AS TO FORM
12/28/23, 2023

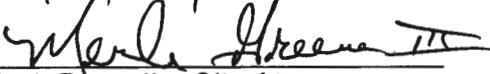
By: 
Eric J. Perrodin, City Attorney
for

Exhibit A-1

Scope of Work

The Project consists of the City of Compton replacing the damaged easternmost span on the Artesia Blvd. Bridge damaged by the December 2020 fire ("Project"). The existing damaged span will be demolished and replaced with a new span. See Attachment 1 for a map of the Project Location.

As part of the City of Compton's Project, ACTA will provide construction coordination support, flagging services for work located on or near the Alameda Corridor Right-of-Way for the Project, and attend project progress meetings.

The construction coordination support and meeting participation will be provided pursuant to ACTA's Alameda Corridor Engineering Team (ACET) Agreement, applying the rates in effect when services are provided. The City of Compton agrees that ACTA shall have the sole authority to select the ACET engineers who will provide the construction coordination support services for the Project.

The flagging services will be provided by ACTA's Maintenance contractor, Railworks Track Services, LLC and will include ensuring the safety of ACTA's infrastructure, crews and equipment working on or near ACTA railroad tracks during construction of the Project. ACTA shall apply the agreement rates in effect at the time services are provided to the City of Compton.

EXHIBIT A - ATTACHMENT 1

PROJECT LOCATION

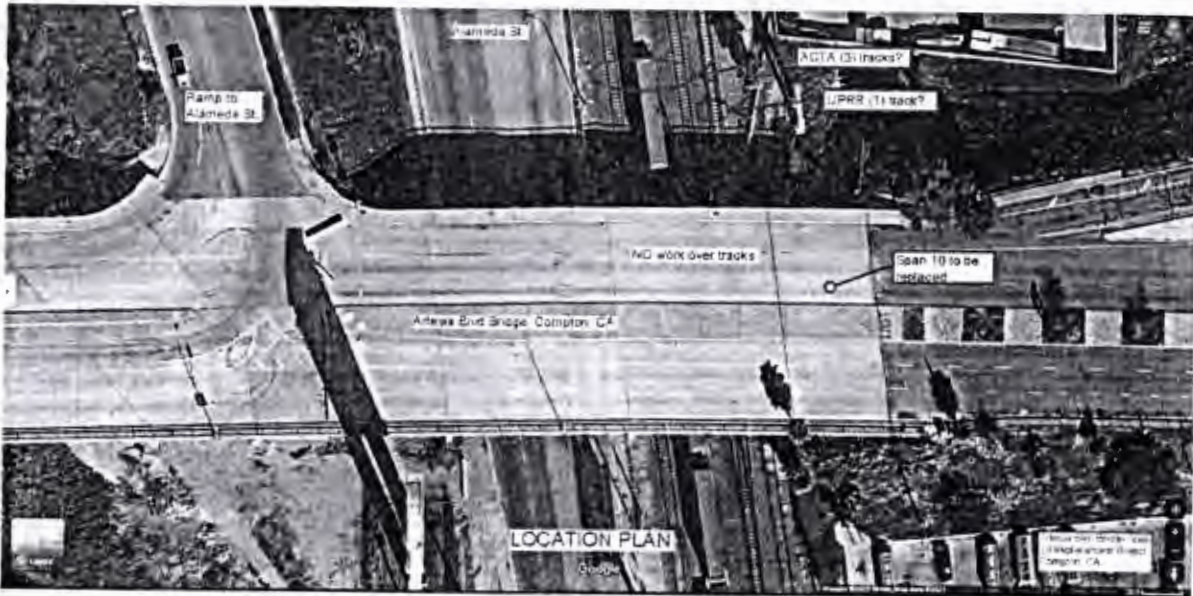
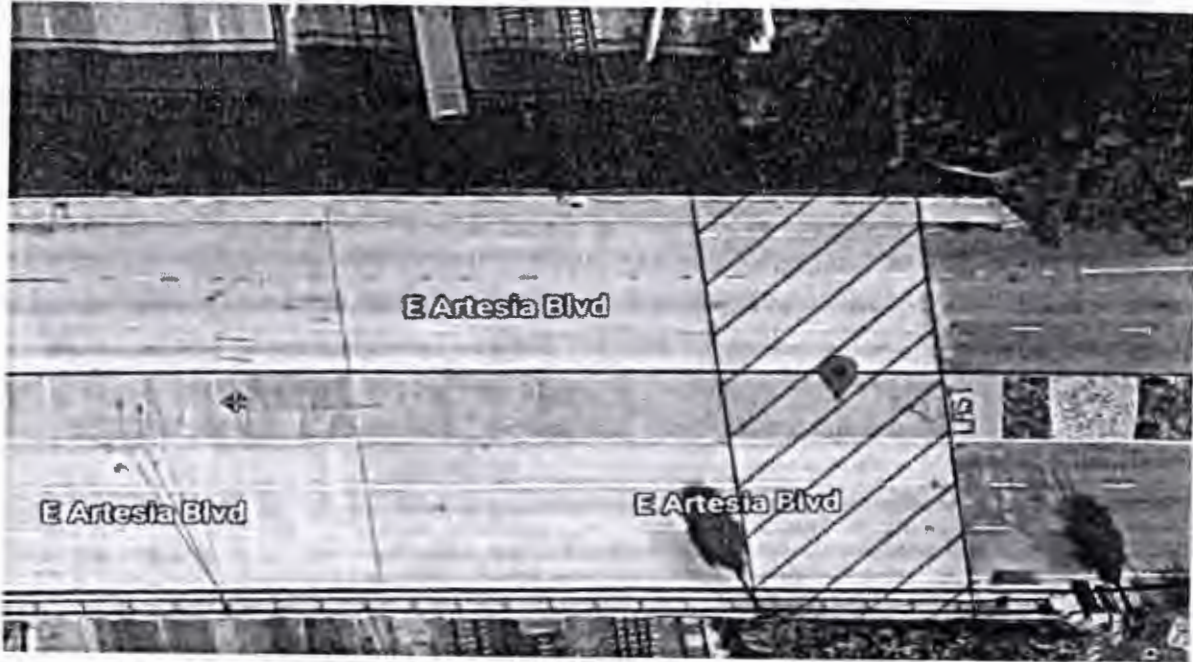


EXHIBIT B-1

SCHEDULE, BUDGET ESTIMATE AND RATES

City of Compton Project
Coordination Support, Progress Meetings and Flagging Services Provided by ACTA
September 2023 through September 2024

Scope of Work	Estimated Budget
Coordination Support/Meetings	\$ 3,000
Flagging Services	\$19,500
Administrative Overhead (15%)	<u>\$ 3,375</u>
Total Estimated Budget	\$25,875

Flagging will be provided by ACTA's contractor, Railworks Track Services, LLC through ACTA's Agreement with Railworks Track Services at the following rates:

- Daily ST Rate (M – F; 8-hour shift)	\$1,032.00
- Daily OT Rate (Saturday or Special Shifts)	1,328.00
- Daily DT Rate (Sunday & Holidays)	1,616.00
- ST Hourly Rate (Up to 8 hours, M – F)	\$129.00
- OT Hourly Rate (Over 8 hours, up to 12)	166.00
- DT Hourly Rate (Over 12 hours, Sunday, Holiday)	202.00

Please contact Eddie Garcia, RailWorks, at (424) 347-2121 to coordinate and schedule the flagging services. Railworks Track Services, LLC rates are subject to change upon ACTA providing written notice to the City of Compton of such changes.

ACTA Coordination Support services and Progress Meeting Attendance will be provided by ACTA through its agreement with the Alameda Corridor Engineering team (ACET), at the following rates:

	<u>Fully Burdened Rate</u>
Coordination Support/Meetings	\$ 251.57 - \$ 271.95

Note: ACET's fully burdened rates include Direct Salaries & Wages, Indirect Expenses, and a 10% Labor Fixed Fee.

ACET's rates are subject to change upon ACTA providing written notice to the City of Compton of such changes.

City of Compton shall request ACTA's support services in writing with a brief description of the proposed work to Jorge Pantoja at pantoja@trenchteam.com not less than fourteen (14) calendar days prior to work beginning and specify the type of services required and a need by date. Along with the service request a schedule of the proposed work duration, a contact name and number shall be provided.

RESOLUTION NO. 25,909

1
2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING**
3 **THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2023-2024 FISCAL YEAR**
4 **BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN**
5 **AGREEMENT WITH THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**
6 **AND THE CITY OF COMPTON AND ISSUE A PURCHASE ORDER (\$25,875).**

7 **WHEREAS**, adoption of this resolution will amend the Public Works Engineering
8 Department's fiscal year budget and authorize the City Manager to enter into an
9 Agreement with the Alameda Corridor Transportation Authority (ACTA) and the City of
10 Compton and issue a purchase order in the amount of Twenty Five Thousand Eight
11 Hundred Seventy Five Dollars (\$25,875); and

12 **WHEREAS**, the Artesia Boulevard Overhead (State Bridge No. 53C1744, LA
13 County Bridge No. 2446) carries Artesia Boulevard over the Alameda Railroad Corridor,
14 Alameda Street, and Compton Creek; and

15 **WHEREAS**, the bridge was constructed in 1956 and is approximately 100 feet
16 wide, and includes 10 spans of varying length for a total bridge length of 718'; and

17 **WHEREAS**, the bridge superstructure is comprised of steel girders with a cast-
18 in-place concrete deck and as of the June 2019 Bridge Inspection Report, the bridge
19 was flagged as Structurally Deficient with a Sufficiency Rating of 38.0 out of 100; and

20 **WHEREAS**, on December 18, 2020, fire damage was reported at Span 10, the
21 easternmost span of the bridge and subsequently, the bridge was closed to traffic and
22 inspected by the Los Angeles County Public Works and the City of Compton Public
23 Works staff; and

24 **WHEREAS**, steel girders exhibited significant distortion as a result of fire, and
25 an April 2021 load analysis concluded that the structure's remaining strength is
26 sufficient to carry only the structure's self-weight; and

27 **WHEREAS**, additional live loads (vehicular and pedestrian traffic) were
28 prohibited on the bridge and because most of the steel girder members are severely
29 deformed and connections have been compromised, repairing the girders was not
30 deemed feasible and the preferred repair solution is to replace Span 10; and

31 **WHEREAS**, to re-open the bridge to traffic, the load rating report recommended
32 replacement of the entire superstructure in-kind (concrete deck on steel girders) at Span
33 10, along with replacement of bearings at the supports, concrete spall repairs of
34 substructures at Bent 10 and Abutment 11, and repair and backfill of the eroded
35 embankment at Abutment 11; and

36 **WHEREAS**, on October 11, 2022, pursuant to Resolution No. 25,737, City
37 Council authorized the City Manager to enter into a professional services agreement
38 with Biggs Cardosa Associates, Inc. to provide professional Design Engineering
39 Services for the Artesia Bridge and the design portion of the project was completed on
40 July 27, 2023; and

41 **WHEREAS**, the proposed work will be performed in accordance with the plans,
42 specifications and other contract documents as specified herein and shall consist of the
43 following general work descriptions: survey of existing bridge; protection of utilities,
44 coordination with utility companies and railroads; demolition of existing eastern span of
45 existing bridge including possible lead and asbestos; surface repair of existing
46 substructures; new bearings and steel girders; concrete bridge deck, median, sidewalk,
47 curb; salvage and reset existing steel rail; deck joints; and traffic control; and

48 **WHEREAS**, the project location is on Artesia Boulevard over Alameda Street
49 and the Union Pacific Railroad and Alameda Corridor Transportation Authority right-of-
50 ways; and

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WHEREAS, the City intends to perform maintenance and repair on the Artesia Boulevard Bridge spanning over the Alameda Corridor Right-of-Way; and

WHEREAS, the City requires ACTA's assistance for project oversight, engineering review of design plans and erection plans of temporary structures needed to complete the project and in order to ensure that the Project is constructed safely and to limit impacts on corridor rail operations, ACTA agrees to perform certain services; and

WHEREAS, ACTA and the City of Compton desire to execute this Agreement providing the terms and conditions pursuant to which ACTA will complete the ACTA work and the City will reimburse ACTA for the costs and expenses associated with such work; and

WHEREAS, ACTA and its contractors shall complete ACTA's work on the project as set forth in Exhibit A and a detail Schedule, Budget Estimate and Rates for ACTA's work is set forth in Exhibit B; and

WHEREAS, ACTA shall perform ACTA's work by its own forces and its contractors including ACET and RailWorks Track Services, LLC and its authorized subcontractors; and

WHEREAS, the Parties agreement that no notice to proceed from the City is required before ACTA may begin pre-construction design review and the City shall provide written notice to ACTA prior to City starting its construction work of the Project so that ACTA may proceed with final design review and approval; and

WHEREAS, the City shall provide written notice to ACTA whenever City or its contractors require access to corridor property so that ACTA may provide flagging services; and

WHEREAS, the City shall reimburse ACTA one hundred percent (100%) of the actual costs and expenses incurred by ACTA with respect to ACTA's work and the total estimated budget for ACTA's work is Seventeen Thousand Two Hundred Fifty Dollars (\$17,250); and

WHEREAS, any increase in the estimated budget for ACTA's work shall be evidenced by a revised budget estimate; and

WHEREAS, the effective date of the Agreement shall be the date of its execution by ACTA's CEO upon authorization of the ACTA Governing Board and the Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until one (1) year has lapsed from the effective date of the Agreement; and

WHEREAS, during the term of the Agreement, ACTA shall provide the City with periodic updates with respect to any anticipated or proposed changes to the budget and any revised cost estimate exceeding the 10% of the then current budget shall be agreed upon by ACTA's Chief Executive Officer and the City of Compton and added as an exhibit to the Agreement; and

WHEREAS, the maximum payable under this Agreement shall be Twenty-Five Thousand Eight Hundred Seventy-Five Dollars (\$25,875) and on a monthly basis, ACTA shall submit invoices and supporting documentation of ACTA's work completed during the prior month, along with subcontractor invoices received during that prior month, to the City for reimbursement; and

WHEREAS, the invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of ACTA's work that was completed during the invoicing period and ACTA shall submit a final reconciled invoice to the City of Compton within 180 days after the completion of ACTA's work; and

SECOND AMENDMENT
TO AGREEMENT NO. R0919
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND
CITY OF COMPTON

THIS SECOND AMENDMENT to Agreement No. R0919 is made and entered into by the Alameda Corridor Transportation Authority, acting by and through its Governing Board ("ACTA"), and the City of Compton ("City") as follows:

1. Section II, City Reimbursement of ACTA Costs, Paragraph 2 is hereby removed and replaced in its entirety, as follows:

“2. The maximum amount payable under this Agreement, unless modified by written amendment, shall be Two Hundred Twenty-Six Thousand Dollars (\$226,000.00).”
2. Exhibit B-1 "Schedule, Budget Estimate and Rates" is hereby removed and replaced in its entirety with Exhibit B-2 "Schedule, Budget Estimate and Rates". All references to "Exhibit B" throughout the Agreement are hereby changed to "Exhibit B-2".

Except as amended herein, all remaining terms and conditions of Agreement No. R0919 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. R0919 on the date to the left of their signatures:

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael D. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

APPROVED AS TO FORM

_____, 2024
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

THE CITY OF COMPTON, a municipal
corporation

Date: _____

By: _____
WILLIE A. HOPKINS
City Manager, City of Compton

Attest: _____
Vernell McDaniel
City Clerk

APPROVED AS TO FORM

_____, 2024

By _____
Eric J. Perrodin, City Attorney

EXHIBIT B-2

SCHEDULE, BUDGET ESTIMATE AND RATES

City of Compton Project
Amendment 2 to Budget for Additional Flagging Services Provided by ACTA
September 2023 through September 2024

Scope of Work	Estimated Budget	No. of Flagging Days
Amendment 1 Approved Budget	\$ 25,875.00	14
Amendment 2 Additional Flagging	\$ 173,228.00	127
Administrative Overhead (15%)	\$ 25,984.00	
Total Estimated Budget	\$ 225,087.00	141

Flagging will be provided by ACTA's contractor, Railworks Track Services, LLC through ACTA's agreement with Railworks Track Services, LLC at the following rates:

Daily ST Rate (M -F; 8-hour shift)	\$ 1,032.00
Daily OT Rate (Saturday or Special Shifts)	1,328.00
Daily Rate (Over 12 hours, Sunday, Holiday)	1,616.00
ST Hourly Rate (Up to 8 hours, M - F)	\$ 129.00
OT Hourly Rate (Over 8 hours, up to 12)	166.00
DT Hourly Rate (Over 12 hours, Sunday, Holiday)	202.00

City of Compton shall request ACTA's support services in writing with a brief description of the proposed work to Jorge Pantoja at pantoja@trenchteam.com not less than fourteen (14) calendar days prior to work beginning and specify the type of services required and a need by date. Along with the service request a schedule of the proposed work duration, a contact name and number shall be provided.

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WHEREAS, the final billing shall be in the form of an itemized statement of the total costs for ACTA's work and within 45 days after receipt of the final reconciled invoice, the City shall pay ACTA all amounts evidenced by such invoice in full; and

WHEREAS, the Public Works Engineering Department's 2023-2024 Fiscal Year budget will be amended as follows:

Increase Revenue

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-3569	State Grants	\$25,875

Increase Expenditures

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants Capital Outlay	\$25,875; and

WHEREAS, funds in the amount of \$25,875 will be available in the Public Works Engineering Department's 2023-2024 Fiscal Year budget in Account No. 2789-710-041-4300; and

WHEREAS, in order to amend the Public Works Engineering Department's 2023-2024 fiscal year budget and authorize the City Manager to enter into an Agreement with the Alameda Corridor Transportation Authority (ACTA) and the City of Compton and issue a purchase order in the amount of Twenty Five Thousand Eight Hundred Seventy Five Dollars (\$25,875) pursuant to the Alameda Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, City Council's authorization is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into an Agreement between the Alameda Corridor Transportation Authority and the City of Compton pursuant to the Alameda Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project.

Section 2. That the City of Compton designates the City Manager as the person authorized to execute all agreements and any amendments thereto with the Alameda Corridor Transportation Authority.

Section 3. That the Public Works Engineering Department's 2023-2024 Fiscal Year will be amended as follows:

Increase Revenue

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-3569	State Grants	\$25,875

Increase Expenditures

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants Capital Outlay	\$25,875

Section 4. That funds in the amount of \$25,875 will be available in the Public Works Engineering Department's 2023-2024 Fiscal Year in Account No. 2789-710-041-4300.

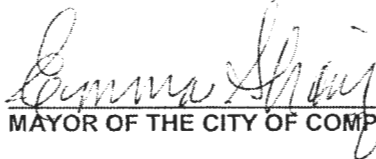
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Section 5. That a purchase order in the amount of \$25,875 is authorized to be established for the Alameda Corridor Transportation Authority for services to be rendered on the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01, from Account No. 2789-710-041-4300.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, and Public Works Engineering Department.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 26th day of SEPTEMBER, 2023.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this 26th day of SEPTEMBER, 2023.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS -DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: COUNCIL MEMBERS -NONE
ABSTAIN: COUNCIL MEMBERS -NONE
ABSENT: COUNCIL MEMBERS -NONE



CITY CLERK OF THE CITY OF COMPTON

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: May 16, 2024

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE Reimbursement Agreement R0920 with the Los Angeles County Metropolitan Transportation Authority for a not to exceed amount of \$97,750 and a one-year term for ACTA to provide Design Review support services in connection with the I-105 ExpressLanes Project

Recommendation:

Approve a Reimbursement Agreement with the Los Angeles County Metropolitan Transportation Authority (“LACMTA” or “Metro”) to cover ACTA expenditures for design review services associated with LACMTA’s proposed addition of express lanes to the I-105 freeway between the 405 freeway in an easterly direction to Studebaker Road in the City of Norwalk (“I-105 ExpressLanes Project”) and authorize the Chief Executive Officer or his designee to execute the Agreement.

Discussion:

The LACMTA is implementing a project to address traffic congestion issues by adding express lanes to the I-105 freeway between the I-405 freeway in an easterly direction to Studebaker Road in the City of Norwalk. The project spans over the Alameda Corridor Right-of-Way and will add new columns near the Alameda Corridor walls to allow for the widening of the freeway at the intersection of the I-105 freeway and Alameda Street. Metro will require ACTA’s assistance for review of design submittals, falsework plans and structural calculation for temporary and permanent structures at the crossing site (“Project”) to ensure conformance with ACTA design standards.

ACTA is requesting that the LACMTA enter into this Agreement to enable ACTA to provide design review services for the I-105 Express Lanes Project, with all associated ACTA costs to be reimbursed by LACMTA. Agreement R0920 is provided in Transmittal 1.

Budget Impact:

There will be no net impact to the ACTA Program Budget because ACTA costs will be fully reimbursed by LACMTA. ACTA will pay its costs up-front for the services, utilizing the Local Agency Investment Fund (LAIF) account to pay for the services. The LAIF account will be refunded using the reimbursements from LACMTA.

Co-General Counsel Review:

ACTA’s Co-General Counsel has reviewed and approved the proposed agreement as to form.

Transmittals:

Transmittal 1 – Reimbursement Agreement No. R0920 with the Los Angeles County Metropolitan Transportation Authority

AGREEMENT NO. R0920

BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND
THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

This AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority acting by and through its Governing Board ("ACTA"), and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA" or "Metro"), an agency created under the laws of the State of California, 1 Gateway Plaza, Los Angeles, California 90012.

WHEREAS, Metro in partnership with the California Department of Transportation ("Caltrans"), is implementing a project to address traffic congestion issues by adding express lanes to the I-105 freeway between the 405 freeway in an easterly direction to Studebaker Road in the City of Norwalk ("I-105 ExpressLanes Project"); and

WHEREAS, because the I-105 ExpressLanes Project spans over the Alameda Corridor Right-of-Way at the intersection of the I-105 freeway and Alameda Street, Metro will require ACTA's assistance for design review services and structural calculations for temporary and permanent structures at the crossing site ("Project"); and

WHEREAS, in order to ensure that the Project is constructed safely and to limit impacts on corridor rail operations, ACTA agrees to perform the design review services as set forth herein ("ACTA Work"); and

WHEREAS, ACTA and Metro desire to execute this Agreement providing the terms and conditions pursuant to which ACTA will complete the ACTA Work and Metro will reimburse ACTA for the costs and expenses associated with such work;

WHEREAS, Metro and Caltrans completed the environmental review process under the California Environmental Quality ACTA ("CEQA") and the National Environmental Policy Act ("NEPA") for the I-105 ExpressLanes Project (State Clearinghouse Number SCH#2018031037); and

WHEREAS, this Agreement is for design review services only and does not provide Metro with any access rights to the Alameda Corridor property and ACTA and Metro agree to amend this Agreement (or enter into a new agreement) for flagging services or other services required for construction of the Project;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Work to be Completed by ACTA

1. ACTA and its contractors shall complete ACTA's Work on the Project as set forth in Exhibit A, attached hereto.

2. A detailed Budget Estimate and Rates for ACTA's Work is set forth in Exhibit B, attached hereto.

3. ACTA shall perform ACTA's Work by its own forces and its contractors. The Parties agree that no notice to proceed from Metro shall be required before ACTA may begin pre-construction design review. Prior to Metro starting its construction work on the Project ACTA will proceed with final design review and approval.

4. Metro shall provide written notice to ACTA prior to starting construction and the parties shall amend this Agreement or enter into a new agreement for ACTA to provide flagging services to Metro for access to Alameda Corridor property during construction.

II. Metro Reimbursement of ACTA Costs

1. As detailed in Exhibit B, Metro shall reimburse ACTA one hundred percent (100%) of the actual out-of-pocket costs and expenses incurred by ACTA with respect to ACTA's Work.

2. The maximum amount payable under this Agreement, unless modified by written amendment, shall be Ninety-Seven Thousand Seven Hundred Fifty Dollars (\$97,750).

3. On a monthly basis, ACTA shall submit invoice(s) and supporting documentation of ACTA's Work completed in the prior month, along with subcontractor invoices received during that prior month, to Metro for reimbursement. The invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of ACTA's Work that were completed during the invoicing period.

4. Within sixty (60) days of receipt of any invoice from ACTA, if not disputed, Metro shall tender payment in full to ACTA, following payment instructions provided by ACTA. If Metro disputes an invoice, it shall provide written notice of such dispute to ACTA within thirty (30) days of receipt. The Parties shall work in good faith to reconcile any such dispute with the reconciled invoice amount tendered by ACTA within thirty (30) days of final reconciliation.

5. ACTA shall submit a final reconciled invoice to Metro within 180 days after the completion of ACTA's Work. The final billing shall be in the form of an itemized statement of the total costs for ACTA's Work. Within sixty (60) days after receipt of the

final reconciled invoice, Metro shall pay ACTA all amounts evidenced by such invoice in full.

III. Insurance

The Parties agree that ACTA's services provided pursuant to this Agreement shall be subject to either ACTA's own insurance policies or the insurance and indemnification obligations as set forth in those agreements pursuant to which ACTA obtains the services provided herein.

IV. Effective Date, Term and Termination

1. The effective date of this Agreement shall be the date of its execution by ACTA's CEO upon authorization of the ACTA Governing Board.

2. This Agreement shall be in full force and effect commencing from the date of ACTA's execution and shall continue until two (2) years have lapsed from the effective date of this Agreement.

3. Either Party may terminate this Agreement for any reason upon giving the other Party written notice of its election to cancel and terminate this Agreement. ACTA shall be entitled to reimbursement for expenses incurred for services provided in accordance with this Agreement as follows; 1) for termination by Metro, reimbursement shall be up to the date of receipt of the termination notice by ACTA or 2) for termination by ACTA, reimbursement shall be up to the date of the written termination notice ("Date of Termination"). ACTA shall determine the amount of reimbursement due from Metro for services provided up to the Date of Termination.

V. Miscellaneous Provisions

1. Notices: Any Notice to be given by each Party to the other shall be in writing and delivered in person or by United States Mail, registered or certified, postage prepaid, return receipt requested, addressed to the Party for whom intended, as follows:

To ACTA:

Alameda Corridor Transportation Authority
ATTN: Michael C. Leue, P.E. CEO
3760 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

To Metro:

Los Angeles County Metropolitan Transportation Authority
ATTN: James Wei, Project Manager
12501 Imperial Hwy., Suite 300

Norwalk, CA 90650

With Copy to: John Koo, 3rd Party Representative
12501 Imperial Hwy., Suite 300
Norwalk, CA 90650

2. Force Majeure: The performance of the obligations of the Parties under this Agreement except for the payment of monies owed, shall be excused while, and to the extent that, a Party is prevented from complying therewith, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state or municipal law; by any rule, regulation or order of a governmental agency, by inability to secure equipment and materials; or any other cause or causes beyond the reasonable control of that Party. Neither Party shall be required, against their respective will to adjust or settle any labor dispute in order to meet any obligation imposed hereunder.

3. Interpretation: Neither this Agreement nor any provision hereof shall be interpreted for or against either Party on the basis that said party drafted the provision in question, nor on the basis of a previous draft or drafts of the provision in question.

4. Successors and Assigns: This Agreement and all of its terms, provisions, covenants and conditions, except as otherwise expressly provided in this Agreement, shall inure to the benefit of and be binding upon the personal representatives, successors and assignees of the Parties hereto.

5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules, and principles of such State. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

6. Amendments and Modifications: The terms of this Agreement may be modified only by written amendment approved by the Parties, subject to all applicable approval processes required by either Party.

7. Counterparts: This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

APPROVED AS TO FORM


_____, 2024
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

Dated: _____

By:  4/12/2024
James Wei, Deputy Executive Officer, Project Management
Print Name and Title

Attest: 
Greg Levine, Sr. Deputy County Counsel
Print Name and Title

APPROVED AS TO FORM

_____, April 22, 2024
DAWYN R. HARRISON, County Counsel

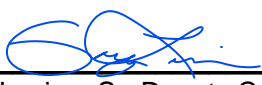
By  _____
Greg Levine, Sr. Deputy County Counsel
Print Name and Title

Exhibit A

Scope of Work

Metro plans to widen the I-105 Freeway to add express lanes to the freeway. Segment 2 of the 3-segment project spans over the Alameda Corridor at Alameda Street ("Project"). The Project includes adding new columns near the Alameda Corridor walls to allow for the widening of the freeway. Falsework will be installed on top of or directly next to the existing Corridor trench walls. See Attachment 1 for a map of the Project location.

After the effective date of the Agreement, ACTA will provide design review services for Project work located over and adjacent to the Alameda Corridor Right-of-Way. ACTA's services will include reviewing various submittals for design and falsework plans and structural calculations for the temporary and permanent structures for the Project.

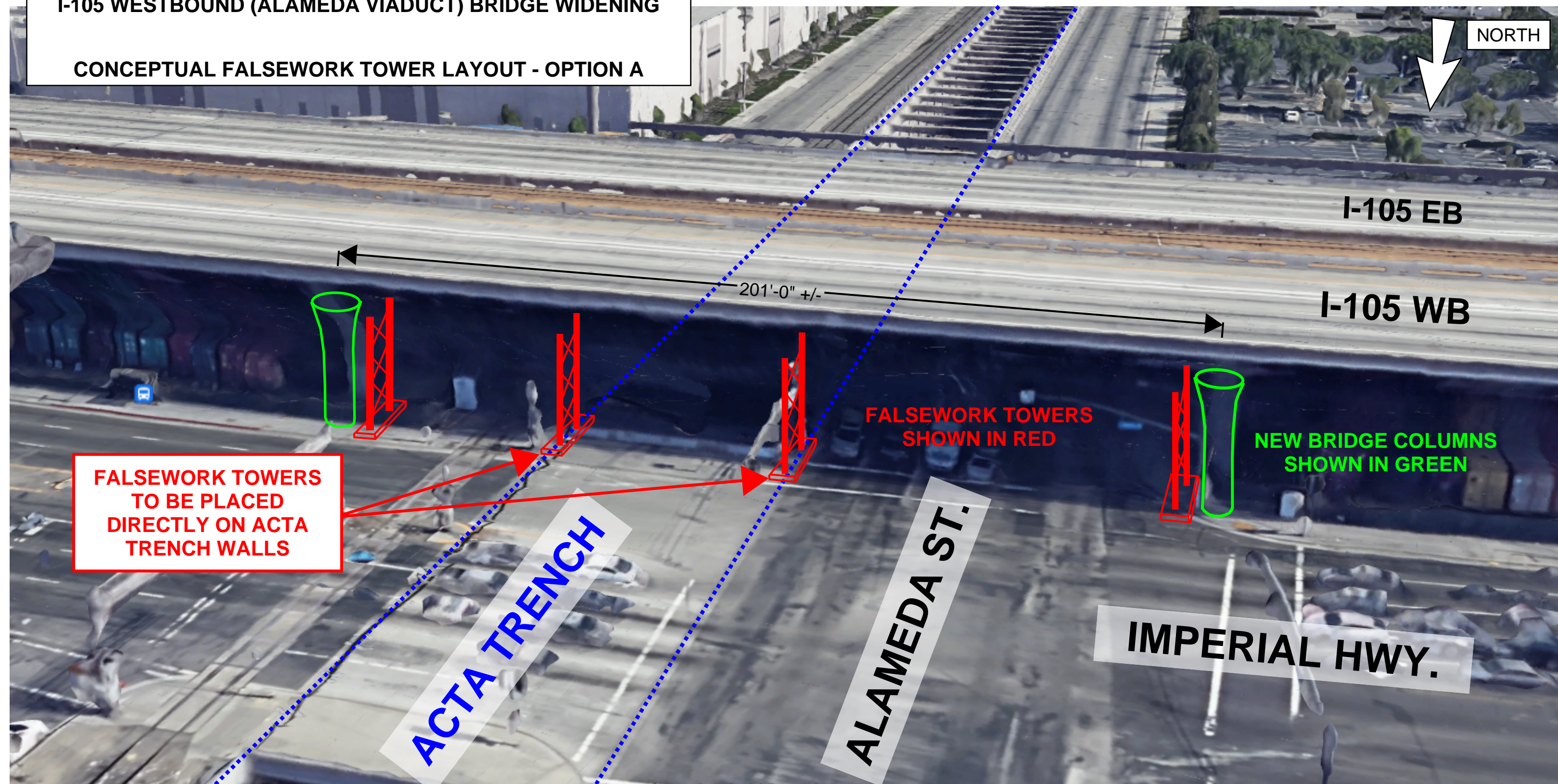
Metro shall request ACTA's services in writing (via email as directed by ACTA) not less than fourteen (14) calendar days prior to work beginning. The service request shall provide a brief description of the services required, a schedule of the proposed work duration, and include a Metro contact name, email, and phone number.

ACTA will provide the design review services by utilizing, at its sole discretion, either ACTA staff or its contractors. When utilizing its contractors, ACTA will charge Metro the agreement rates in effect when the services are provided, plus an administrative overhead, as set forth in Exhibit B. Metro agrees that ACTA shall have sole authority to select the contractors who will provide ACTA's services for the Project.

I-105 ExpressLanes Project

I-105 WESTBOUND (ALAMEDA VIADUCT) BRIDGE WIDENING

CONCEPTUAL FALSEWORK TOWER LAYOUT - OPTION A



LOCATION PLAN

EXHIBIT B

BUDGET ESTIMATE AND RATES

Los Angeles Metro I-105 ExpressLanes Project
Support Services Provided by ACTA

Scope of Work	Estimated Budget
Design Review	\$ 85,000
Administrative Overhead (15%)	<u>\$ 12,750</u>
Total Estimated Budget	\$ 97,750

For the hourly rates to be assessed under this Agreement, ACTA's engineering contractor at the time of the effective date of the Agreement is the Alameda Corridor Engineering team (ACET). The ACET Agreement sets forth fully burdened hourly rates for engineers ranging from \$207.25 to \$347.97, which is comprised of Direct Salaries & Wages, Indirect Expenses, and a 10% Labor Fixed Fee. For any services provided by ACTA to Metro, the hourly rates, whether charged pursuant to ACTA's ACET Agreement or with another contractor, are subject to change. If during the term of this Agreement the hourly rates exceed the amount set forth herein, ACTA shall provide written notice to Metro.