

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, 3<sup>rd</sup> 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

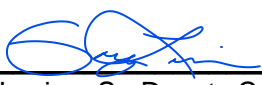
Dated: \_\_\_\_\_

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.

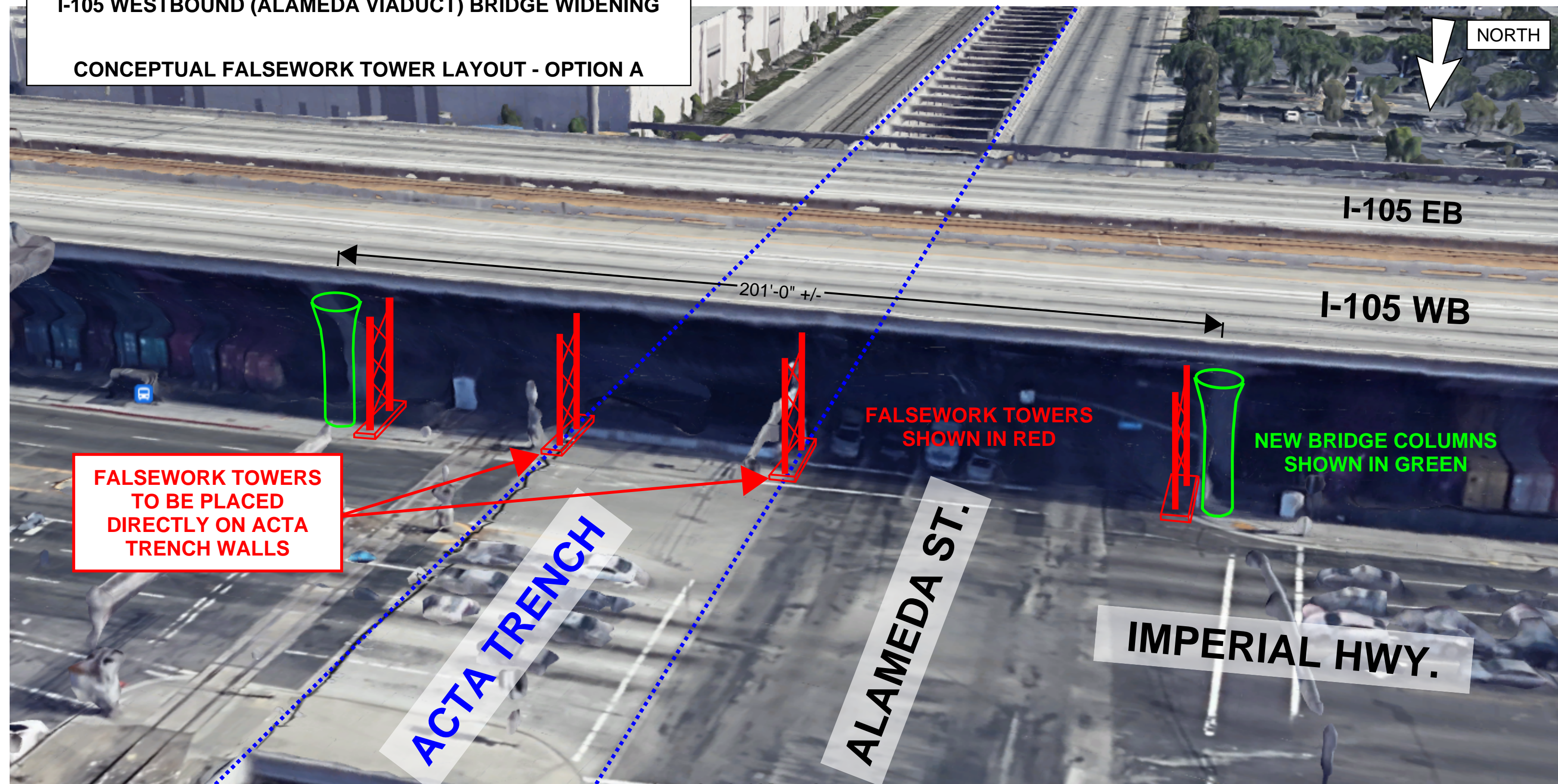
Metro shall request ACTA's services in writing (via email as directed by ACTA) not less than fourteen (14) calendar days prior to work beginning. The service request shall provide a brief description of the services required, a schedule of the proposed work duration, and include a Metro contact name,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

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

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.