



REQUEST FOR PROPOSALS

Real Estate Brokerage Services

To be submitted to:

**Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806**

May 15, 2024

To: Prospective Firms

SUBJECT: REQUEST FOR PROPOSALS FOR REAL ESTATE BROKERAGE SERVICES

The Alameda Corridor Transportation Authority (“ACTA”) invites the submittal of proposals to provide real estate brokerage services. ACTA may request real estate brokerage services from one or more selected firm(s) after a contract is awarded by the ACTA Governing Board and executed by ACTA’s Chief Executive Officer.

Interested firms are invited to submit a proposal to provide the subject services. Instructions and forms to be used in preparing proposals are set forth in this RFP.

For questions regarding this RFP, please email real-estate-rfp@acta.org no later than the date shown in the schedule below. Responses to questions will be posted on ACTA’s website at <https://www.acta.org/newsroom/contract-opportunities/real-estate> on the date shown in the schedule below. It is the responsibility of proposers to review ACTA’s website for any RFP revisions or answers to questions prior to submitting a proposal to ensure their proposal is complete and responsive.

The schedule for this RFP will be as follows:

Request for Proposals Published	May 15, 2024
Questions Due	May 23, 2024 by 3:00 p.m. PST
Responses to Questions Posted	May 30, 2024
Proposals Due	June 11, 2024 by 3:00 p.m. PST

In addition to providing information requested in this RFP, there are administrative documents that must be submitted with the proposal. Please refer to Section 3 of the RFP for further information on required documentation. **In order for your proposal to be deemed responsive, the required documents MUST be included with your proposal. If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.**

Sincerely,



Michael Leue
Chief Executive Officer

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1. INTRODUCTION

1.1. Overview of the Scope of Services

The Alameda Corridor Transportation Authority (ACTA) is soliciting proposals from qualified firms to provide real estate brokerage services for the lease of commercial office space in or near Long Beach, California. ACTA seeks a consulting firm with the demonstrated skills, experience, and knowledge to conduct real estate brokerage services to assist ACTA in leasing current or new office space.

1.2. The Alameda Corridor Transportation Authority

ACTA was established on August 31, 1989, through a Joint Exercise of Powers Agreement (JPA) between the City of Long Beach and the City of Los Angeles. ACTA was created primarily for the purpose of developing, financing, constructing, operating, and administering the Alameda Corridor.

In November 1995, the Alameda Corridor was designated by Congress as a Project of National Significance. This allowed ACTA to seek a federal loan as part of the funding package to build the \$2.4 billion project.

The Alameda Corridor, shown on **Attachment 1**, is a 20-mile long, multiple-track rail system designed to link the rail facilities of Port of Los Angeles and Port of Long Beach with the transcontinental rail network of the Union Pacific Railroad Company (UP) and the BNSF Railway (BNSF), near downtown Los Angeles. The Corridor consolidated the freight rail traffic from four lines, 90 miles in length, onto a single fully grade-separated route. The Corridor operates 24-hours a day, 7-days a week.

The original Alameda Corridor project was substantially complete in April 2002 when revenue operations on the Corridor began. ACTA is now focused on revenue collections from its two primary users, UP and BNSF, and repayment of the bonds which were issued to pay for the construction of the project. ACTA is also responsible for the maintenance-of-way activities on the Corridor.

ACTA has a seven-member Governing Board, comprised of two members each from Port of Los Angeles and Port of Long Beach, one member each from the City of Los Angeles and the City of Long Beach and one member representing the Los Angeles County Metropolitan Transportation Authority (LACMTA).

For further information regarding ACTA including current Governing Board members, historical revenues, annual reports, budgets please see its website: <https://www.acta.org/>

2. DESCRIPTION OF SERVICES

The Alameda Corridor provides critical infrastructure for goods movement for the San Pedro Bay Ports. As a result, ACTA is seeking the services of proposers capable of providing real estate brokerage services for leasing current or new office space as described in the Scope of Services in **Attachment 2**. The duration of

the contract awarded as a result of this RFP is expected to be one year from the date of execution of the agreement or until all the parties have performed to the satisfaction of ACTA, whichever is earlier.

3. PROPOSAL REQUIREMENTS

3.1. Proposal Submission

Proposals shall not exceed 6 pages (3 double-sided sheets if printed), written in no less than 11-point font, with 1-inch page margins. Any supporting documentation provided in an Appendix will not count towards this limit. Resumes, disclosure documents, and any contract administrative documents may be submitted in an Appendix.

One (1) digital copy of your proposal must be submitted in PDF format by email and received on or before 3:00 p.m. PDT **Tuesday, June 11, 2024** to: real-estate-rfp@acta.org

Receipt of electronic submissions will be confirmed by email from ACTA. It is the responsibility of the Proposer to confirm receipt following submission. The proposal opening will not be a public event.

Proposers are solely responsible for the timeliness of their submittals. As such, Proposers are cautioned to budget adequate time to ensure that their proposals are received via email at or before the deadline set forth above.

By submitting a proposal, Proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered in connection with this RFP, unless ACTA provides a written request that they submit additional written materials. Absent such written request, Proposers are instructed to not submit to ACTA written or other materials outside of the proposal, either in a subsequent interview or otherwise.

Proposers shall be responsible for all costs incurred in the preparation and submittal of their proposals, and such costs or expenses shall not be included as a part of their proposal.

3.2. Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: Qualifications, Experience, References and Brokerage Arrangement. The RFP Selection Evaluation Form shown in **Attachment 3** will be utilized by the evaluation committee.

Proposing firms shall convey their ability to fulfill the evaluation criteria through their proposal, for which requirements are described in **Section 3.3**.

ACTA may contact one or more proposing Firms for interviews with the evaluation committee as part of the proposal evaluation process. The evaluation committee will make the final recommendation for selecting a Firm, which shall be subject to approval of ACTA's CEO.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of ACTA and may become available to the public as a public record and may be released without further notification. Any information that the Proposer considers confidential should not be submitted with the proposal.

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of ACTA.

3.3. Proposal Content

The following items shall be included in each proposal. Proposals that fail to address all requested information and/or include all requested documentation may be deemed non-responsive and rejected.

3.3.1. Transmittal Cover Letter

Provide a narrative which introduces the Firm, highlighting the special strengths of the Firm to perform the work requested in this RFP. Provide a brief description of the firm including legal structure, headquarters and other locations. Proposers are requested to either 1) include a statement in the cover letter indicating that the firm will accept and enter into an agreement with the terms, including indemnification requirements, as set forth in Attachment 4, OR 2) include a statement in the cover letter indicating that the firm is requesting certain modifications to the agreement terms set forth in Attachment 4 and include as an appendix to the proposal a mark-up/redline for the particular agreement terms in which modifications are requested. For each section so modified, please include a brief narrative explaining the reasoning behind the requested change. ACTA may consider modifications to agreement terms that address issues that impact all proposers collectively. Therefore, please refrain from suggesting modifications that may be considered stylistically preferred, but non-substantive, in nature.

The letter should be signed by an authorized principal of the Firm.

3.3.2. Table of Contents

Include a table of contents of the materials presented in the proposal showing the applicable page numbers.

3.3.3. Qualifications, Experience, References, and Brokerage Arrangement

Provide a narrative describing the Firm's qualifications to perform the work, including past experience and at least three client references, with contact names and information. Include names, titles, licenses, certificates, fields of expertise, and relevant experience. Complete resume(s) should be provided as part of

the proposal. Provide details regarding the Firm's proposed brokerage arrangement and provide all disclosure documents for the services.

3.3.4. Compensation

Firm will receive zero compensation from ACTA to search for and negotiate with owners of available commercial office spaces for lease by the ACTA. Commissions or fees offered for or negotiated by owners of suitable commercial office spaces for lease to procure a tenancy for ACTA shall be agreed to separately between the Firm and said owners. All such commissions shall be fully disclosed to ACTA.

3.3.5. Indemnity

REQUIRED AT PROPOSAL STAGE: The Firm must be aware of the indemnification requirements below.

3.3.6. Indemnification

Except for the sole negligence or willful misconduct of ACTA or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Firm undertakes and agrees to defend, indemnify and hold harmless ACTA, its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, 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 the 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 Firm'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 Firm or its subcontractors of any tier. Rights and remedies available to the 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.

Attachment 1
Alameda Corridor Map

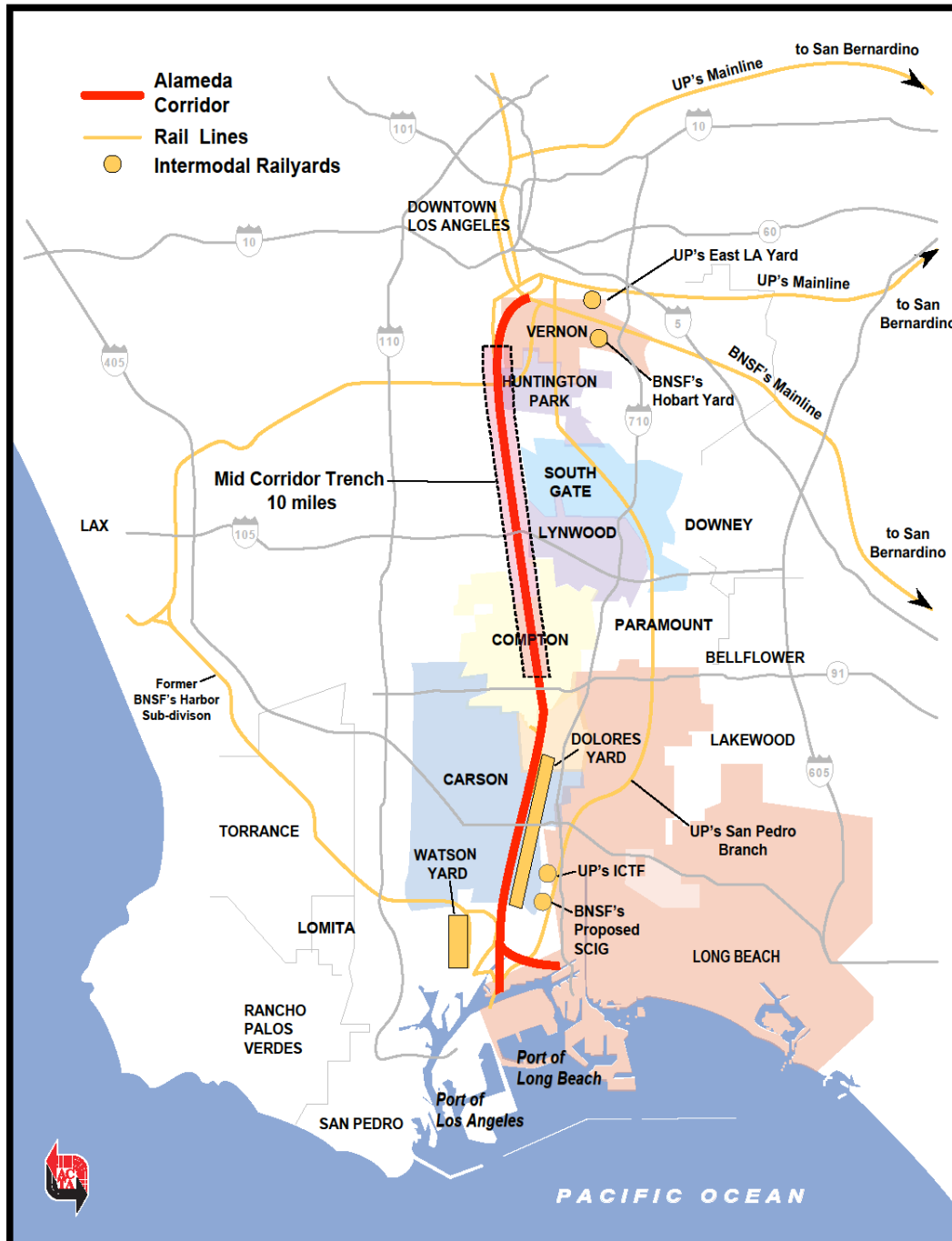


ACTA

Alameda Corridor Transportation Authority

ATTACHMENT 1

Alameda Corridor Map



Attachment 2
Scope of Services

Attachment 2

SCOPE OF SERVICES

ACTA's office lease expires on July 31, 2025. ACTA wishes to secure either (i) a new lease for its current office space located at Aero Long Beach ("AERO"), 3760 Kilroy Airport Way, Suite 200, Long Beach, CA 90806, (ii) other office space within the AERO complex, or (iii) office space outside of the AERO complex but in or near Long Beach, California in the County of Los Angeles. At the direction of the Chief Executive Officer of ACTA, a qualified and licensed commercial real estate agent or broker ("Firm") shall be responsible for providing the following services:

1. Provide expertise and experience in providing real estate brokerage services in securing commercial office space for ACTA employees;
2. Identify potential cost savings or other real estate opportunities that may benefit ACTA by conducting a review of the local market, comparable leases, and existing ACTA leases;
3. Conduct a search for potential commercial office space within a ten (10) miles radius of the current ACTA office and within Los Angeles County for suitable commercial office space for approximately 15 employees; and
4. Negotiate lease terms for suitable commercial office space needs that comply with all applicable laws and regulations needed for ACTA office space and the highest economic value and cost savings based on the present real estate market for commercial office space.

Attachment 3
RFP Selection Evaluation Form

Attachment 3

RFP Selection Evaluation Form

PROJECT: REAL ESTATE BROKERAGE SERVICES

SCORING GUIDELINES:

Rater's Score: (Range 0-100) – 0-49=not included/non responsive; 50-59=Marginal Abilities, Serious Deficiencies; 60-69=Adequate with Minor Deficiencies; 70-79=Adequate, Standard-Acceptable; 80-89=Well Qualified; 90+=Exceptionally Well Qualified.

Firm Name	Evaluated by	Date
CRITERIA TO BE RATED		RATER'S SCORE
Qualifications, Experience, References, and Brokerage Arrangement	How long has the company been in business? Has the company done similar work in Long Beach and surrounding areas as confirmed by references? Level of expertise in subject matter areas? Type of commission or fee structure? Methodology for calculating commission or fees? Type of agency relationship (e.g., dual agency)?	
	Maximum points possible=100	

Attachment 4
Sample Real Estate Brokerage Services Agreement

AGREEMENT NO. _____

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND

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 (NAME OF CONSULTANT), [a California corporation, limited partnership, an individual] whose address is _____) ("Consultant").

WHEREAS, ACTA requires the professional, expert and technical services of Consultant on a temporary basis to assist ACTA with leasing commercial office space in or near Long Beach, California; and

WHEREAS, Consultant is an organization that provides these 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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to ACTA, as an independent contractor, certain professional, technical and expert services as set forth in Exhibit A ("Scope of Work").

B. 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.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of ACTA's Chief Executive Officer ("ACTA's CEO") or his or her designee, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). 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 Consultant and its Subconsultants.

2. SERVICES TO BE PERFORMED BY ACTA

A. ACTA shall furnish Consultant, upon its request, all documents and papers in possession of ACTA which may lawfully be supplied to Consultant and which are necessary for Consultant to perform its obligations.

B. ACTA's CEO or his or her designee is designated as the contract administrator for ACTA and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Section 10 (Termination) hereof.

C. Consultant shall provide ACTA's CEO with reasonable advance written notice if it requires access to the premises of ACTA or of the Alameda Corridor. 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 areas may be occupied or used by tenants or contractors of ACTA and that access rights granted by ACTA to Consultant shall be consistent with any such occupancy or use.

3. EFFECTIVE DATE AND TERM OF AGREEMENT

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

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. One (1) year has lapsed from the effective date of this Agreement;

or

2. ACTA's CEO, in his or her sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement;

or

3. All parties hereto have performed to the satisfaction of ACTA.

4. RESERVED.

5. COMPENSATION AND PAYMENT

No compensation shall be paid by ACTA to Consultant for the services rendered pursuant to this Agreement. Commissions or fees offered for or negotiated by owners of suitable commercial office spaces for lease to procure a tenancy for ACTA shall be agreed to separately between the Consultant and said owners. All such commissions shall be promptly and fully disclosed to ACTA upon request.

6. RECORDKEEPING AND AUDIT RIGHTS

A. 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, which books and records shall be readily accessible to and open for inspection and copying at Consultant's premises by ACTA, its auditors or other authorized representatives. 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.

B. 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 6 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.

7. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, 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.

8. 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, 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. RESERVED.

10. TERMINATION PROVISION

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.

11. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of ACTA's CEO where the work may conflict with the interests of ACTA.

B. 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 1 of this Agreement. 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. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, 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.

13. SMALL BUSINESS ENTERPRISE PROGRAM

It is the policy of ACTA to provide Small Business Enterprises (SBE) 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 ACTA's Small Business Program attached hereto as Exhibit B, and shall use its best efforts to afford the opportunity for SBEs, 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, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of ACTA's CEO.

16. 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.

17. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify ACTA, its Board 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

A. 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 18 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 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.

B. 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.

19. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement 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.

20. 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, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice 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 Consultant's address set forth in the opening paragraph of this Agreement. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

21. INTEGRATION

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.**

22. 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.

23. 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.

24. 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.

25. MODIFICATION IN WRITING

This Agreement may be modified, amended or changed only by written agreement of all parties, said agreement duly executed and delivered by both parties. Any such modifications are subject to all applicable approval processes required by ACTA.

26. 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.

27. 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.

28. COUNTERPARTS

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 to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____

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

Attest: _____

Secretary

CONSULTANT NAME

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2024
_____, _____ City Attorney

By _____
, ACTA Co-General Counsel

Exhibit A
Scope of Work
Placeholder

EXHIBIT B

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.