

THIRD AMENDMENT TO AGREEMENT NO. 864
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND
BCA WATSON RICE, WESTERN REGION, LLP

THIS THIRD AMENDMENT to Agreement No. 864 is made and entered into by the Alameda Corridor Transportation Authority (“Authority”), acting by and through its Governing Board, and BCA WATSON RICE, WESTERN REGION, LLP (“Consultant”).

WHEREAS, the Authority and Consultant entered into Agreement No. 864 commencing July 1, 2017, for Consultant to provide internal audit services to ACTA each fiscal year; and

WHEREAS, the Authority and Consultant now enter into this amendment to add an additional scope of work to the Authority’s internal audit services and increase the total compensation amount by \$50,000 in order to continue the services under the Agreement;

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. Article 6. MAXIMUM OBLIGATION is amended to read:

“Article 6. MAXIMUM OBLIGATION.

Notwithstanding any provisions of this Agreement to the contrary, ACTA and Consultant mutually agree that ACTA’s maximum payable amount under this Agreement shall be Six Hundred Fifty-Three Thousand One Hundred Eleven Dollars (\$653,111), which shall include all amounts payable to Consultant for subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement. Furthermore, each issued CTO shall show ACTA’s maximum payment obligation for the CTO.”

2. Exhibit A-3, attached hereto, is incorporated and made a part of the Agreement.
3. Exhibit B-1, attached hereto, is incorporated and made a part of the Agreement.

Except as amended herein all remaining terms and conditions of Agreement No. 864 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.

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Amendment No. 3
Agreement No. 864
BCA WATSON RICE, WESTERN REGION, LLP

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement No. 864 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY, by
its Governing Board

Dated: _____, 2025

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

Attest: _____
Maria Melendres
Board Secretary

BCA WATSON RICE,
WESTERN REGION, LLP

Dated: _____, 2025

By: _____

(Print/type name and title)

Attest: _____

(Print/type name and title)

APPROVED AS TO FORM

_____, 2025
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

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

Exhibit A-3

**AGREEMENT C0864 THIRD AMENDMENT
ADDITIONAL SCOPE OF WORK**

Engagement	Estimated Date Completion of Fieldwork	Estimated Hours	Estimated Budget
ACTA Finance	06/2025	170	\$30,000

Additional procedures for ACTA internal audit only:

1. By June 30, 2025 conduct a risk assessment of ACTA’s financial processes as it relates to ACTA project by performing the following procedures to be completed:
 - Work collaboratively with ACTA staff to determine financial processes to be audited. Prior periodic internal audits addressed the following areas:
 - Accounts Payable
 - Accounts Receivable
 - Bank Reconciliation and Interbank Transfers
 - Employee Expense Reimbursement
 - Equipment Inventory
 - General Ledger
 - Investments
 - Payroll

The internal audits addressed by this scope of work may address these areas as well as any other procedures which may pose a financial risk to ACTA.

- Establish understanding of ACTA’s financial processes through inquiries and inspection of relevant documents.
- Document results of inquiries and inspections.
- Test samples to determine whether the controls are working and effective.
- Determine whether any improvements are necessary for the examined financial processes.
- Identify areas posing significant financial risk to ACTA.
- Report the results of the risk assessment review.



Exhibit B-1

AGREEMENT C0864 THIRD AMENDMENT

HOURLY RATES

Fully-burdened hourly rates (including all overhead costs, general administration expenses and profit) for each employee who will provide internal auditing services. These hourly rates will be effective and applicable after the effective date of the Agreement's Third Amendment.

Position Title	Hourly Rate	Estimated % of Time
Partner	\$250	10%
Manager	\$175	25%
Supervisory Auditor	\$150	25%
Senior Auditor	\$120	25%
Staff Auditor	\$100	15%

Other direct costs such as parking will be billed at cost. Mileage will be billed at the IRS allowable mileage rate.