Request for Proposals

Alameda Corridor
Insurance Brokerage Services

To be submitted to:

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

July 11, 2019
Prospective Proposers:

SUBJECT: Request For Proposals For Insurance Brokerage Services

The Alameda Corridor Transportation Authority (ACTA) invites the submittal of proposals from qualified firms to provide Insurance Brokerage Services. The selected firm will be ACTA’s primary point of contact with the insurance carrier and provide the usual and customary insurance brokerage services as described in this Request For Proposals (RFP). It is anticipated that the agreement will begin after approval by the ACTA Governing Board and will be for a period of five (5) years.

Instructions and forms to be used in preparing proposals are found in the information included in the RFP.

The schedule for this RFP will be as follows:

<table>
<thead>
<tr>
<th>Request for Proposals Published</th>
<th>Thursday, July 11, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions Due</td>
<td>Wednesday, July 17, 2019 by 3:00 p.m. PDT</td>
</tr>
<tr>
<td>Responses Posted</td>
<td>Monday, July 22, 2019 by 3:00 p.m. PDT</td>
</tr>
<tr>
<td>Proposal Due</td>
<td>Thursday, August 1, 2019 by 3:00 p.m. PDT</td>
</tr>
</tbody>
</table>

If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.

For questions regarding this RFP, please email to IBS_RFP@acta.org. Questions must be submitted by Wednesday, July 17, 2019 by 3 p.m. Pacific Daylight Time (PDT). Responses will be posted on ACTA’s website at http://www.acta.org by 3:00 p.m. PDT on Monday, July 22, 2019. It is the responsibility of any proposers to review ACTA’s website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

Sincerely,

James P. Preusch
Chief Financial Officer
# Table of Contents

1. INTRODUCTION
   1.1 Brief Overview of the Insurance Brokerage Services RFP ............................. 1
   1.2 About Alameda Corridor ............................................................................... 1

2. SCOPE OF WORK/SERVICES ........................................................................ 2

3. PROPOSAL REQUIREMENTS ........................................................................... 3
   3.1 Proposal Submission ................................................................................... 3
   3.2 Evaluation Process and Selection Criteria .................................................. 4
   3.3 Proposal Content ....................................................................................... 4

ATTACHMENTS / EXHIBITS

Exhibit A – Organizational Chart
Exhibit B – Evaluation Form
Exhibit C – Schedule of Insurance

APPENDIX

Appendix A – Sample Agreement
1. INTRODUCTION

1.1 Brief Overview of the Insurance Brokerage Services RFP

The Alameda Corridor Transportation Authority (ACTA) is requesting presentation of qualifications for insurance broker services from interested parties who meet minimum qualifications as described in this document.

The duration of the contract awarded as a result of this Request for Proposals (RFP) is expected to be five (5) years from the date of the execution of the Agreement (Appendix A) by ACTA’s Chief Executive Officer or Chief Financial Officer. The selected insurance broker will be responsible for marketing property casualty insurance coverages for ACTA and providing, at a minimum, usual and customary broker services as described herein.

1.2 About the Alameda Corridor

The Alameda Corridor Transportation Authority (ACTA) is a joint powers authority formed by the Cities of Los Angeles and Long Beach through their respective Boards of Harbor Commissioners. A joint powers authority is a governmental entity formed by two or more governmental entities for the joint exercise of their authorized governmental powers.

ACTA’s initial role was arranging for construction of the $2.4 billion Alameda Corridor, a twenty-mile freight cargo rail expressway linking the ports of Los Angeles and Long Beach with the downtown Los Angeles trans-continental rail yards, the point from which more than $200 billion of the United States commerce with the Far East is distributed throughout the country annually.

The Corridor began revenue operations in 2002. ACTA’s current role involves oversight of rail operations on the Corridor, contracting for services, and collection of revenues from the commercial railroads for use of the Corridor for moving goods. In addition, ACTA currently provides right-of-way, utility, and construction design support services for a Caltrans public works construction project.

ACTA’s operating staff consists of ten full-time and one part-time individuals responsible for revenue collection, contractor oversight and program management. ACTA accomplishes some of its program management through its principal subcontractor, the Alameda Corridor Engineering Team, a joint venture of AECOM, Moffatt & Nichol, Jenkins/Gales & Martinez, and TELACU. An organizational chart is in Exhibit A.

Pursuant to an Operating Agreement, the BNSF Railway and Union Pacific Railroad (Railroads) are required to pay Use Fees and Container Charges in connection with the use of the Rail Corridor and the movement of Waterborne Containers (i.e., containers that are loaded onto or discharged from a vessel or barge at the Port of Los Angeles and Port of Long Beach (Ports)) that originate or terminate at the Ports and are transported by rail into or out of Southern California. The Operating Agreement also provides for the operation, repair and maintenance of the Project and certain other matters.

The Rail Corridor consists of a 20-mile long, multiple-track rail system that links the rail yards and tracks at the Ports’ facilities with the central rail yards near downtown Los Angeles and
certain structures, roadways and related improvements. The central rail yards connect with the main lines of the Railroads' central and southern transcontinental routes.

The Rail Corridor consists of three segments: the South End (the "South End Segment"), the North End (the "North End Segment") and, connecting the North End Segment and the South End Segment, the Mid-Corridor or the "trench" (the "Mid-Corridor Segment"). The Mid-Corridor Segment includes an approximately 10-mile long, triple-track segment built approximately 30 feet below street level and parallel to Alameda Street. The Rail Corridor consolidated the freight rail traffic from 90 miles of pre-existing rail lines onto an integrated system separated from non-rail traffic.

Additional information, including financial information, can be found on ACTA’s website at www.acta.org

2. SCOPE OF WORK/SERVICES

Insurance Brokerage Services requirements include but are not limited to the following:

1) Assist in identifying and assessing the magnitude of ACTA’s risk exposure(s) and in determining the need for insurance as a risk-financing tool.
2) Perform all on-site inspections and data gathering necessary to prepare underwriting submissions to insurance markets.
3) Develop appropriate specifications for coverages providing the broadest available protection and appropriate extensions of coverage. Identify and present these specifications to qualified insurance markets.
4) Evaluate insurer proposals and present results of the analysis in report form. Recommend the best risk financing solution including appropriate coverage, policy limits, and risk-financing structure. Provide support for recommendations.
5) Negotiate with underwriters on terms and conditions to obtain the most beneficial and cost-effective coverages available to ACTA. Include ACTA representatives in negotiation as requested.
6) Coordinate services provided by insurance carriers including safety, claims adjusting, management information reporting, case management, health care provider selection and others.
7) Provide, if requested from time to time by ACTA, insurance quotations for additional insurance coverages such as pollution (cost cap, PLL), railroad protective liability, builder’s risk, etc.
8) Verify the accuracy of rates and premiums. Assist in establishing estimated costs and payrolls for premium calculations.
9) Provide specimens of all policies prior to renewal or placement.
10) Deliver binders on or before the effective date of coverage being placed, subject to placement.
11) Assist ACTA in obtaining policies promptly once bound, i.e., in 30 days or less. Verify that policies meet agreed provisions and check for errors. Confirm that all negotiated coverage enhancements are provided and obtain revisions in such documents when needed. Promptly submit originals of all policies and endorsements to ACTA.
12) Provide coverage summaries for all new placements and updates on changes to existing policies.
13) Oversee and coordinate all services provided by underwriters and insurance carriers.

14) Assure that all coverages are placed with financially responsible insurers. Monitor published financial information of ACTA’s insurers and alert ACTA when the status of one or more of such insurers falls below agreed upon minimum financial guidelines.

15) Keep ACTA informed of significant changes and or trends in the insurance marketplace and provide ACTA with annual information on market trends.

16) Assist in the adjustment and settlement of claims and losses as follows:
   a) Advise on coverage application to specific loss situations
   b) Assist in the development of settlement strategies
   c) Assist with the development of proofs of loss, accounting reports and other insurer required information
   d) Assist with litigation management issues that impact claim settlement

17) Cooperate in any transition to another broker at the expiration of the contract, unless extended by ACTA. Deliver all data/documents as set forth herein.

18) Prepare periodic reports as required including, at a minimum, an annual stewardship report to be submitted no less than 90 days prior to ACTA’s major renewal date.

19) Conduct an annual renewal strategy meeting well in advance of policy renewals.

20) Promptly respond to ACTA’s questions related to coverage placed by broker or the placement process.

21) Process or facilitate the processing and delivery of certificates or memoranda of insurance and auto identification cards with respect to insurance policies placed by broker, as requested by ACTA.

22) Review premium and exposure audits, rating adjustments, dividend calculations and loss data.

23) Provide ACTA with detailed invoices, except in the case of direct billing by insurers. Remit premiums to insurers and taxes and fees to the relevant parties on a timely basis, following receipt thereof from ACTA.

24) Participate in discussion with the Ports and Railroads insurance/risk department on an as needed basis.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Submission

Proposals shall not exceed 10 double-sided pages, or 20 single-sided pages, in no less than 11 point font. The supporting documentation in the Appendix does not count towards this limit. Resumes, rates and fees, and the contract administrative documents may be submitted in the Appendix.

One (1) original with four (4) copies and one (1) digital copy of your proposal must be submitted on or before 3:00 p.m. PST on Thursday, August 1, 2019 to:
Electronically transmitted proposals will not be considered.

All proposals will be date stamped when received. 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 delivered at the location designated at or before the deadline set forth above. Proposers are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the ACTA building, may lengthen the amount of time necessary to deliver the proposal, whether the proposal is submitted in person or by mail.

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 by the ACTA 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.

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: 1) firm qualifications, experience, and references; 2) personnel qualifications, experience, and references; 3) project approach, work plan, and management; 4) compensation; and 5) clarity and comprehensiveness of the proposal. See Exhibit B Evaluation Form.

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of ACTA’s Chief Financial Officer, ACTA’s Chief Executive Officer and ACTA’s Governing Board.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of ACTA and also will 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

Responses are to be straightforward, clear, concise and specific to the requirements of this
RFP. The response should not include extraneous publications of the bidder such as published articles, directories or lengthy client lists. Submit only information that is pertinent to the request.

In general, the contents of the response should demonstrate the ability of the proposer to perform and provide the services as identified in the SCOPE OF WORK / SERVICES section. The response should provide enough information for ACTA to properly evaluate the firm, but should include at the minimum the following:

I. Cover letter

The respondent shall provide the name of the firm submitting the response, its mailing address, e-mail address, telephone and fax numbers, and individual contact person in the event additional information is required. An individual who is authorized to bind the firm contractually must sign the letter.

II. Firm’s/Personnel Qualifications and Experience

- Provide information on your firm’s internal organization and experience performing work of similar scope and magnitude, including experience in providing insurance broker and/or administration services to public entities, specifically transportation agencies and municipalities.
- Identify all personnel to be assigned to the account and designate the individual who will have primary responsibility for oversight of the account (account manager). Please provide an estimate of the number of hours the account manager will spend annually working on the ACTA account and the responsibilities identified in this RFP.
- Discuss the account manager’s experience in marketing, underwriting, designing coverage plans, and performing other insurance-related services for similar entities. Please include a resume detailing the education, work experience and description of the account manager.
- Describe the qualifications of all other key professional personnel who will provide services for the account, including their job titles and responsibilities. Resumes for each member of the account team also must be included with the response.

III. Firm Resources

- Insurance Brokerage. Describe your resources and procedures for providing quotations from the markets/carriers, and your ability to provide timely, quality quotations. Describe your firm’s resources for identifying hazards and risks and for evaluating their potential impact. Also, describe your firm’s abilities to provide coverage and policy wording advice and recommendations.
- Loss Prevention and Safety. Briefly describe how your services will complement or coordinate with the services provided by insurance companies to reduce the chance of a loss occurring or the magnitude of those losses which occur.
- Risk Management Information Systems (RMIS). Describe your firm’s capability to provide a system, including any necessary hardware and software, to track information regarding payroll, losses, application of deductibles, recoveries, etc. If there is a separate cost, please identify. If an insurer will provide the RMIS, provide basic information regarding the information system used by each insurer you will consider using.
IV. References

• Provide names, addresses, and telephone numbers for at least five clients for whom the particular office and personnel who will be assigned to ACTA have worked during the past three years. Do not include organizational references unless the particular office and personnel have worked on those accounts. Each reference also should include a description of services performed, the date of such services and the persons within the respondent’s firm who performed the services.

• Provide names, addresses and telephone numbers for at least three clients over the past three years for whom insurance programs of similar scope and magnitude have been performed by the account manager to be assigned to the ACTA account. These references are in addition to those required for the firm and subject to the same requirements expressed above.

V. Services to be Provided

Describe how your firm will provide the services identified in the SCOPE OF WORK / SERVICES section. It is not necessary to repeat every service item listed in that section. However, you should clearly identify any exceptions taken by your firm to the service requirements in this RFP as well as any enhancements to those services or additional services you propose.

VI. Conceptual Approach

Identify your conceptual approach to providing insurance broker and administration services to ACTA. The conceptual approach should include at a minimum:

• The strategy and major considerations that the firm would use to market coverage for ACTA. Please discuss your willingness to include ACTA representatives in the marketing process and your proposed procedures for doing so.

• Identify market conditions you expect to encounter over the next 6 to 9 months and your strategies to provide ACTA with the best coverage at least financial risk. Discuss risk-financing options you expect to be available during that time period and your strategies for obtaining enhancements such as rate guarantees and broad terms and conditions.

• Provide a list of markets that you would prefer to use, including excess carriers. Please describe your criteria for selecting prospective markets. Identify any markets in which you have a financial interest or direct business relationship, including any ownership or investment interest. NOTE THAT YOU ARE NOT AUTHORIZED TO CONTACT ANY MARKETS AT THIS TIME REGARDING COVERAGES.

• A statement of your firm’s goals for service to the client, especially with regard to your procedures for maintaining lines of communication with the ACTA and in representing the insureds with regard to disputed claims.

VII. Proposed Compensation

Clearly identify the cost of the work to be performed. Compensation may be on a not-to-exceed basis for standard services and should include proposed pricing for
any additional services or special requests. If such services would be provided on a
time-and-expense basis, you should clearly identify hourly rates (by individual) and
expense charges for such services.

ACTA prefers to compensate its insurance broker and administrator on a fee basis.
Recognizing, however, that there may be situations in which it is to the advantage
of both broker and client to allow the receipt of commissions by the broker, please
discuss your willingness to net such commissions against a not-to-exceed fee
arrangement. Identify your proposed procedures for full disclosure of all
commissions and contingent commissions received, including those paid to
affiliates, subsidiaries and parent organizations. Indicate your willingness to accept
fee payments on a quarterly basis.

VIII. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION
The ACTA Governing Board has established the following SBE participation goals
for all ACTA contracts awarded after January 1, 2017: (1) an aggregate average of
25% by contract value, and/or 25% of all contracts awarded to certified SBE firms.
The minimum required SBE participation level by contract value for Insurance
Brokerage Services is 0%.

If the Proposer is a certified SBE, indicate SBE certification in the cover letter.

IX. INSURANCE VERIFICATION LETTER
Provide a letter from your insurance carrier indicating that the insurance
requirements for this project as described in the sample agreement (Appendix A)
are presently part of the proposer’s coverage, or that the insurance company is able
to provide such coverage should the proposer be selected. The insurance carrier
must be aware of the indemnification requirements also set forth in the sample
agreement. Proposers are not required to purchase the required insurance in order
to respond; however, all required insurance will need to be submitted at the time of
contract award.

The party selected as broker of record will be required to provide evidence of
general liability, auto liability, professional liability and workers’ compensation
insurance.

X. AGREEMENT TO STANDARD CONTRACT PROVISIONS
Proposers must include with their cover transmittal letter a statement indicating that
you are able to comply with the terms of the contract agreement attached in
Appendix A.
EXHIBIT A
Organizational Chart
## Exhibit B – Evaluation Form

**PROJECT:** Insurance Brokerage Services

**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.

*Weighing Factor:* Input using a range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. You may use each number (1 through 6) more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20. Example: 3+2+6+4+5=20 or 3+3+3+6+5=20

*Weighted Score* = Rater’s Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

**Total score** = Sum of all weighted scores.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Evaluated by</th>
<th>Date</th>
</tr>
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<tbody>
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<table>
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<tr>
<th>Criteria To be Rated</th>
<th>Rater’s Score</th>
<th>Weighing Factor</th>
<th>Weighted Score</th>
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<tbody>
<tr>
<td>A. Firm Qualifications, Experience, and References</td>
<td>Has the firm performed work of similar scope and magnitude? Level of expertise in subject matters areas?</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>B. Personnel Qualifications, Experience, and References</td>
<td>Qualifications, commitment, depth of experience, and specialties of proposed service team for the requested services? Knowledgeable in California regulations of public agency insurance needs?</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>C. Project Approach, Work Plan, and Management</td>
<td>Services to be provided? Quality of proposed work plan to meet project requirements? Quality of project management?</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>D. Compensation</td>
<td>Competitive rates and fees proposed? Are proposed fees and staff hours clearly defined?</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>E. Clarity and Comprehensiveness of the Proposal</td>
<td>Is the proposal clear, comprehensive, and understandable? Does the proposal meet all of the RFP service requirements?</td>
<td>2</td>
<td></td>
</tr>
</tbody>
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Maximum points possible=100  
A+B+C+D+E =20

Each evaluator shall rank the Total Weighted Score of each of his/her evaluations. The rankings of all evaluators shall be averaged for each proposer to establish an overall ranking of all proposals.
EXHIBIT C
Schedule of Insurance
## Exhibit - C - Schedule of Insurance

Alameda Corridor Transportation Authority 15 April 2019 to 14 April 2020

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<tr>
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<tr>
<td>Corridor Property</td>
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<tr>
<td>DIC 10M P/O 45M XS 15M EM / 25M FL</td>
<td>Safety Specialty Insurance Company (Catalytic)</td>
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<td>DIC 35M P/O 45M XS 15M EM / 25M FL</td>
<td>Lloyd's of London (Catalytic)</td>
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<td>Railroad Liability</td>
<td>Indian Harbor Insurance Company</td>
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<td>Ohio Security Insurance Co (LibertyMutual)</td>
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<td>Office Property</td>
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<td>Indian Harbor Insurance Company</td>
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<tr>
<td>Crime</td>
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</table>
APPENDIX A
SAMPLE AGREEMENT
AGREEMENT BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND
(BROKER)
FOR INSURANCE BROKER SERVICES

THIS AGREEMENT is made and entered into by and between the Alameda Corridor Transportation Authority, a California Joint Powers Authority (“ACTA”) and Broker (“Broker”).

1. EFFECTIVE DATE AND TERM OF THE AGREEMENT

The effective date of this Agreement shall be October 1, 2019 and it shall be in full force and effect until the earlier of the following occurs: 1) the Services provided for herein are completed, 2) the Agreement is terminated pursuant to its terms or 3) September 30, 2024.

2. SERVICES

Broker shall perform the tasks set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Broker shall complete the tasks according to the schedule of performance which is set forth in Exhibit A.

In the event the nature and scope of ACTA’s insurance program are significantly revised for any reason, Broker and ACTA may negotiate modifications to the services provided or compensation paid hereunder, said modifications to be evidenced by a written amendment to this Agreement.

3. PERFORMANCE

Broker shall at all times faithfully and competently perform all tasks described herein and shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Broker hereunder in meeting its obligations under this Agreement.

4. ACTA MANAGEMENT

ACTA’s CEO or his designee shall represent ACTA in all matters pertaining to the administration of this Agreement, including review and approval of all services performed by Broker. ACTA’s CEO or his designee shall be authorized to act on ACTA’s behalf and to execute all necessary documents which are authorized as set forth herein or as may be approved from time to time by ACTA’s Governing Board.

5. COMPENSATION

(a) ACTA agrees to compensate Broker in accordance with the amounts, terms and schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. The maximum payable amount under this Agreement shall be XXXXXX dollars ($XXXXXX), inclusive of the amount allowable for additional work provided for in Section 5(b).

(b) Broker shall not be compensated for any services rendered in connection with its performance of this Agreement which are not set forth herein unless ACTA’s CEO or his designee approves the additional work in advance and in writing. ACTA’s CEO or his designee may approve additional work in an amount up to XXXXX thousand dollars ($XXXXX) annually. Broker shall be compensated for any additional services in the amounts and in the manner as agreed to by ACTA’s CEO or his designee and Broker at the time ACTA’s written authorization is given to Broker for the performance of said services. Any additional work resulting in compensation in excess of the amount set forth herein shall be approved by ACTA’s Governing Board.
(c) Broker will submit invoices quarterly for services performed. Invoices shall be submitted on or about the first business day of each quarter, or as soon thereafter as practical. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If ACTA disputes any of Broker’s fees it shall give written notice to Broker within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) ACTA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Broker at least thirty (30) days prior written notice. Upon receipt of said notice, Broker shall immediately cease all work under this Agreement, unless the notice provides otherwise. If ACTA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, ACTA shall pay Broker the actual value of the work performed up to the date of termination, provided that the work performed is authorized pursuant to this Agreement.

7. DEFAULT OF BROKER

(a) Broker’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Broker is in default under the terms of this Agreement, ACTA shall have no obligation or duty to continue compensating Broker for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Broker. If such failure by the Broker to make progress in the performance of work hereunder arises out of causes beyond the Broker’s control, and without fault or negligence of the Broker, it shall not be considered a default.

(b) If ACTA’s CEO or his designee determines that Broker is in default in the performance of any of the terms or conditions of this Agreement, he shall cause to be served upon Broker a written notice of the default. Broker shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Broker fails to cure its default within such period of time, ACTA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Broker shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, insurance policies, underwriting submissions, correspondence with intermediaries, and other such information required by ACTA that relate to the performance of services under this Agreement. Broker shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted practices and legal requirements and shall be clearly identified and readily accessible. Broker shall provide free access to the representatives of ACTA or its designees at reasonable times to such books and records; shall give ACTA the right to examine and audit said books and records; shall permit ACTA to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of no less than five (5) years or as required by law.

(b) Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing services pursuant to this Agreement shall become the sole property of ACTA and may be used, reused, or otherwise disposed of by ACTA without the permission of Broker; provided that all proprietary and intellectual property of Broker shall remain the property of Broker.
With respect to computer files, Broker shall make available to ACTA, at Broker’s office and upon reasonable written request by ACTA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

To the full extent permitted by law, Broker shall indemnify, defend and hold harmless ACTA, its Board or any and all of its officers, employees, officials, agents, assigns and successors in interest from and against any damages or liability of any nature whatsoever (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees), arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Broker, its subcontractors of any tier, or any individual or entity for which Broker is legally liable, except to the extent such damages or losses were caused by ACTA’s sole negligence.

10. **INSURANCE**

Broker shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement.

11. **INDEPENDENT CONTRACTOR**

Broker is and shall at all times remain a wholly independent contractor and not an agent or employee of ACTA. The personnel performing the services under this Agreement on behalf of Broker shall at all times be under Broker’s exclusive direction and control. Neither ACTA, its Board nor any of its officers, employees, or agents shall have control over the conduct of Broker or any of Broker’s officers, employees, or agents, except as set forth in this Agreement. Broker shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of ACTA. Broker shall not incur or have the power to incur any debt, obligation, or liability whatever against ACTA, or bind ACTA in any manner.

12. **LEGAL RESPONSIBILITIES**

Broker shall keep itself informed of State and Federal laws and regulations which in any manner affect employees employed by it or which in any way affect the performance of its service pursuant to this Agreement. Broker shall at all times observe and comply with all such laws and regulations. ACTA, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Broker to comply with this Section.

13. **UNDUE INFLUENCE**

Broker declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of ACTA in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of ACTA will receive compensation, directly or indirectly, from Broker, or from any officer, employee or agent of Broker, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling ACTA to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of ACTA, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to this Agreement during his or her tenure...
or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Broker in performance of this Agreement shall be considered confidential and shall not be released by Broker without ACTA's prior written authorization. Broker, its officers, employees, agents, or subcontractors, shall not without written authorization from ACTA's CFO or unless requested by ACTA's Co-General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property owned or controlled by ACTA. Response to a subpoena or court order or as otherwise legally required shall not be considered “voluntary” provided Broker gives ACTA written notice of such court order or subpoena.

(b) Broker shall promptly notify ACTA should Broker, its officers, employees, agents, or subcontractors’ be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property owned or controlled by ACTA. ACTA retains the right, but has no obligation, to be present at any deposition, hearing, or similar proceeding. Broker agrees to cooperate fully with ACTA and to provide the opportunity to review any response to discovery requests provided by Broker. However, ACTA’s right to review any such response does not imply or mean the right by ACTA to control, direct, or rewrite said response.

16. CONTINUOUS PERFORMANCE

Notwithstanding any dispute or disagreement that may arise between ACTA or Broker, provided that ACTA makes payment to Broker of such sums as are due to Broker under this Agreement, Broker shall not stop, slow, suspend or terminate its performance of this Agreement or any of the Services under this Agreement.

17. NO WAIVER BY ACTA

No statement, action or course of conduct by ACTA, including without limitation, any payment, acceptance, review or approval, shall be deemed as a waiver by ACTA of any rights under this Agreement, including without limitation, any rights arising due to default by Broker, nor as a release of Broker from its responsibility or liability for errors or omissions by Broker or its Subcontractors in connection with the performance of this Agreement.

18. NOTICE OF OBJECTIONS

Broker shall give ACTA immediate written notice if, at any time during performance of this Agreement, Broker objects to any decision or action by ACTA for any reason, including, without limitation, on the basis that it is in conflict with any advice of Broker. Failure to provide such written objection shall be deemed to be Broker’s approval of such decision or action as being consistent with Broker’s advice.

19. SEVERABILITY

If a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

20. NO THIRD PARTY RIGHTS
Nothing contained in this Agreement shall be construed as creating or conferring any rights upon any person or entity other than the parties signing this Agreement.

21. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To ACTA:  
Alameda Corridor Transportation Authority  
3760 Kilroy Airport Way, Suite 200  
Long Beach, California 90806  
Attention: CFO  
Telephone: 562-247-7777  
Facsimile: 562-247-7090

To Broker:  
Broker

22. **ASSIGNMENT**

The Broker shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of ACTA. Because of the personal nature of the services to be rendered pursuant to this Agreement, only XXXXXXX shall perform the services described in this Agreement.

XXXXXX may use assistants, under their direct supervision, to perform some of the services under this Agreement. Broker shall provide ACTA fourteen (14) days’ notice prior to the departure of XXXXXXX from Broker’s employ. Should XXXXXXX leave Broker’s employ, ACTA shall have the option to immediately terminate this Agreement, within three (3) business days of the close of said notice period. Upon termination of this Agreement, Broker’s sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between ACTA and the Broker.

23. **LICENSES**

At all times during the term of this Agreement, Broker shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

24. **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.

25. **INTEGRATION AND ENTIRE AGREEMENT**

This Agreement contains the entire understanding and agreement between the parties relating to the obligations of the parties described in this Agreement. 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 this Agreement. **The parties acknowledge that this Agreement is intended to be, and is, an integrated Agreement.**

26. **REQUEST FOR QUALIFICATIONS AND BROKER’S PROPOSAL**

In addition to the this Agreement, Broker shall be bound by ACTA’s Request for Qualifications, set forth in Exhibit D, attached hereto and incorporated herein as though set forth in full, and Broker’s Proposal, set forth in Exhibit E attached hereto and incorporated herein as though set forth in full. In the event of conflict between the three documents, this Agreement shall take precedence and thereafter ACTA’s Request for Qualifications shall take precedence over Broker’s Proposal.

27. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Broker warrants and represents that he or she has the authority to execute this Agreement on behalf of Broker and has the authority to bind Broker to the performance of its obligations hereunder.

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

Dated: ________________________________

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

By: John Doherty, Chief Executive Officer

Attest: ________________________________
(type name here)

Dated: ________________________________

BROKER

By: ________________________________

______________________________
(print/type name and title)

Attest: ________________________________
(Print/type name and title)

APPROVED AS TO FORM
Michael N. Feuer, City of Los Angeles City Attorney

By: ________________________________
Deputy City Attorney

Date: ________________________________
EXHIBIT A

SCOPE OF WORK

The Scope of Work includes but is not limited to the following:

1. Assist in identifying and assessing the magnitude of ACTA risks and in determining the need for insurance as a risk-financing tool. Monitor ACTA operations and loss exposures and make any appropriate recommendations for coverage changes or new coverages.

2. Perform all on-site inspections and data gathering necessary to prepare underwriting submissions to insurance markets.

3. Recommend an overall program structure to address ACTA’s property and liability risks.

4. Develop a marketing program and strategy that includes, at a minimum, the following:
   a. Develop appropriate specifications for coverages, based on input provided by ACTA, that provides for broad protection of ACTA’s assets in accordance with generally accepted standards within the insurance and risk management industries subject to any constraints and limitations imposed by ACTA.
   b. Identify and present these specifications to a wide array of qualified, financially sound insurance markets.
   c. Two weeks or more before renewal date, prepare and present a written report showing markets contacted, indications or price quotes offered, declinations with reasons for declination given and comments on underwriter reaction to the risk.
   d. Evaluate insurer proposals and present results of the analysis in report form. Recommend the best risk financing solution including appropriate coverage, policy limits, and risk-financing structure. Provide support for recommendations.
   e. Negotiate with underwriters on terms and conditions to obtain the most beneficial coverages available to ACTA based on input provided by ACTA. Include ACTA representatives in negotiation as requested.

5. Verify the accuracy of rates and premiums. Assist in establishing estimated costs and payrolls for premium calculations.

6. Provide specimens of all policies at least two weeks prior to renewal or placement.

7. Use best efforts in working with carriers to deliver binders on or before the effective date of coverage being placed, subject to placement.

8. Assist ACTA in obtaining policies promptly once bound, i.e., in 30 days or less.

9. Review policies, binders, and endorsements in detail within 15 days of receipt to verify the wording and accuracy of each. Verify that policies meet agreed provisions and do not contain errors. Confirm that all negotiated coverage enhancements are provided and obtain revisions in such documents when needed. Promptly submit originals of all policies and endorsements to ACTA, with a sheet bearing the signature of the person responsible for policy review.

10. Provide coverage summaries for all new placements and updates on changes to existing policies as part of the written report identified in Paragraph 4c.

11. Process requests for additions or deletions to policies within five business days of receipt. Provide ACTA with copies of initial correspondence to the insurer or intermediary, if any. Follow up every two weeks from request date until a response is received, and the action is completed.

12. Provide ACTA with detailed invoices that have been verified for accuracy, except in the case of direct billing by insurers. Remit premiums to insurers and taxes and fees to the relevant parties on a timely basis, following receipt thereof from ACTA.
13. Coordinate services provided by insurance carriers including safety, claims adjusting, management information reporting, case management, health care provider selection and others.

14. Provide within 30 days, if requested from time to time by ACTA, insurance quotations for additional insurance coverages such as pollution (cost cap, PLL), railroad protective liability, builder's risk, etc.

15. Assure that all coverages are placed with financially responsible insurers. Monitor published financial information of ACTA’s insurers and alert ACTA when the status of one or more of such insurers falls below agreed upon minimum financial guidelines. Broker is not obligated to guarantee the financial solvency of carriers.

16. Provide loss control assistance as requested subject to agreed upon budget limitations. At a minimum, organize and conduct loss control meetings with insurance companies as needed and as agreed with ACTA; if and when meetings are required, they will be initiated by ACTA.

17. Assist in the adjustment and settlement of claims and losses as follows:
   a. Advise on coverage application to specific loss situations.
   b. Assist in the development of settlement strategies.
   c. Assist with the development of proofs of loss, accounting reports and other insurer required information and with the filing and processing of all claims.
   d. Notify applicable excess insurers of claims as appropriate.
   e. Assist with litigation management issues that impact claim settlement.
   f. Maintain contact with insurers on the status of claims.

18. Assist in claim review and monitoring as follows:
   a. Assist with review of claim reserves and represent ACTA to the insurer with regard to requested explanation or reduction of reserve amounts. Follow up with insurer every 30 days until resolution of reserve reduction requests or until the claim is closed.
   b. Provide quarterly claim status reports that show status of open claims, adjuster or attorney assigned, reserves, expected outcomes, expected settlement or payment date and other appropriate summary information.
   c. By June 30th of each year, obtain and provide annual loss run summaries by policy year for each of the previous five years indicating losses by type for each line of coverage.
   d. Follow up with the insurer subrogation department to assure that collection efforts are maintained and coordinated with ACTA.
   e. Provide information as needed to assist ACTA in subrogation efforts within retentions or for losses not covered by insurance.

19. Cooperate in any transition to another Broker at the expiration of the Agreement. Deliver all data/documents as set forth herein.

20. Promptly respond to ACTA’s questions related to coverage placed by Broker or the placement process.

21. Answer questions or obtain answers from underwriters for policy coverage questions, including written responses when requested.

22. Process or facilitate the processing and delivery of certificates or memoranda of insurance and auto identification cards with respect to insurance policies placed by Broker, as requested by ACTA. Normal requests should be responded to within 24 hours on work days.

23. Review premium and exposure audits, rating adjustments, dividend calculations and loss data.

24. Attend meetings with ACTA staff or Governing Board as requested.
25. Prepare periodic reports as required including, at a minimum, an annual stewardship report to be submitted no less than 90 days prior to ACTA’s major renewal date (see next item).

26. At least 90 days prior to program anniversary, provide written annual service summary for the policy year to include:
   
a. A schedule of coverage showing nature of coverage, limits, deductibles, insurer, policy number, premium and other relevant information.

   b. Anticipated renewal terms and conditions and other indications of market conditions, trends and anticipated changes.

   c. A renewal strategy.

   d. Identified problem areas such as claim handling, safety hazards, insurer financial problems, etc.

   e. Recommendations for improved program design.

   f. Services performed for the current year and planned for the next year.

   g. A forecast of market conditions and renewal costs and in conjunction with ACTA’s budget process.

   h. Accounting of income received on this account.

   i. Commentary on any other developments or issues important to ACTA.
EXHIBIT B

COMPENSATION

For the services provided by Broker, ACTA shall pay Broker an initial base annual fee of $XXXXX, to be invoiced and paid in quarterly installments starting on the effective date of this agreement.

For each subsequent annual term of the agreement, ACTA shall pay Broker, on a quarterly basis, the base annual amount of $XXXXX as full compensation for its services, including all time and expenses. Neither Broker nor any proprietary, affiliated, or subsidiary entity of Broker shall receive other compensation for services under this agreement unless authorized in writing by ACTA or as authorized below.

In addition to the base annual fee, during the month of June of each year during which this Agreement is in force, ACTA shall evaluate the performance of Broker and score Broker’s performance on a scale of zero points (lowest) to four points (highest) in the five following criteria:

1. Meetings: Broker shall conduct five meetings with ACTA annually including a pre-proposal strategy meeting and a proposal presentation meeting. Meetings shall be scored: 1 meeting – zero point; 2 meetings – one point; 3 meetings – two points; 4 meetings – three points; and 5 meetings – four points.

2. Renewal applications: Broker shall provide all pre-completed renewal applications by Jan 31 during each year Agreement is in force. ACTA shall deduct one point for each two (2) days of delay in providing the pre-completed renewal applications.

3. Proposal: Broker shall provide the comprehensive renewal proposal at a meeting no less than ten (10) days before the annual policy renewal date(s). Broker shall receive one point for each two (2) days prior to the ten (10) day proposal deadline. Twelve (12) days receive one point; fourteen (14) days receive two points; Sixteen (16) days receive three points; and eighteen (18) days or more receive 4 points.

4. Premiums: Broker shall strive to reduce total premium cost by four percent (4%) at each renewal for comparable coverage. Each whole percentage reduction in premium cost shall receive one point.

5. Policy Delivery: Broker shall deliver all policies within ninety (90) days of renewal date and shall receive one point for each ten (10) days of early delivery after renewal date; 50 days – four points; 60 days – three points; 70 days – two points; 80 days – one point; and 81+ days after renewal date, broker will receive 0 points.

Each point shall be valued at XXX thousand dollars ($XXXXX). Points scored shall be combined to a maximum award of XXXXX (XX) points or XXXXX thousand dollars ($XXXXX). After the scoring is completed, broker shall submit an invoice to ACTA with scoring sheet attached. ACTA will issue payment in 30 days after receiving an acceptable invoice.

Broker will not accept any commissions, including contingent commissions, in connection with the placement of ACTA’s policies under this agreement. If policies cannot be issued net of commission or Broker cannot exclude ACTA’s policies from any contingent commission agreement that Broker may have with insurance underwriters, ACTA hereby consents that Broker may bind policies and Broker will disclose to ACTA, upon the earlier of the date the policy is delivered to ACTA or thirty days after binding of the policy, any commissions, including, to the extent estimable, any contingent commissions earned under this agreement and credit those commissions, at the time applicable premiums are billed, against the annual fee paid hereunder, unless prohibited by law.

In addition to the compensation provided for herein, Broker may also receive interest paid to ACTA by financial institutions earned on fiduciary or trust accounts in which Broker holds premium payments pending remittance to the insurance company.

In circumstances where certain insurance products are not available in the retail insurance market, it may be beneficial to ACTA to include in the insurance transaction wholesale Brokers or other intermediaries.
who can make available specialized insurance products. If any such intermediary is used on this account, Broker will disclose to ACTA prior to the initial binding, if the information is known at the time of binding, or as soon after initial binding as practicable if the information is not known at the time of binding, the compensation that Broker (and its affiliate, if applicable) will receive and Broker’s relationship with the intermediary. Additionally, upon request, Broker will provide a written explanation to ACTA why the intermediary was used.

In the event an insurance policy is terminated prior to the end of any policy year, a pro rata portion of the fees will be refunded to ACTA based on the return of any premiums.
EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Agreement, Broker will maintain insurance in conformance with the requirements set forth below. Broker will use existing coverage to comply with these requirements. If Broker's existing coverage does not meet the requirements set forth herein, Broker agrees to amend, supplement or endorse the existing coverage to meet the requirements. Broker acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ACTA in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to ACTA.

Broker shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Limits are subject to review but in no event less than $1,000,000 per occurrence.

2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Broker owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Broker or Broker’s employees will use personal autos in any way on this project, Broker shall maintain evidence of personal auto liability coverage for each such person.

3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than $1,000,000 per accident or disease.

4. **Professional Liability or Errors and Omissions** Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Broker and “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than $10,000,000 per claim and in the aggregate. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers with an A.M. Best’s rating of A- or better and a minimum financial size VII.

**General conditions pertaining to provision of insurance coverage by Broker.** Broker and ACTA agree to the following with respect to insurance provided by Broker:

1. No liability insurance coverage provided to comply with this Agreement shall prohibit Broker, or Broker's employees, or agents, from waiving the right of recovery prior to a loss. Broker agrees to waive recovery rights against ACTA regardless of the applicability of any insurance proceeds, and to require all subcontractors to do likewise.

2. All insurance coverage and limits provided by Broker and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to ACTA or its operations limits the application of such insurance coverage.

3. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to ACTA and approved of in writing.
4. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

5. All coverage types and limits required are subject to approval, modification and additional requirements by ACTA, as the need arises. Broker shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect ACTA’s protection without ACTA’s prior written consent.

6. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Broker’s general liability policy, shall be delivered to ACTA at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, ACTA has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by ACTA shall be charged to and promptly paid by Broker or deducted from sums due Broker, at ACTA’s option.

7. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Broker or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to ACTA.

8. Broker acknowledges and agrees that any actual or alleged failure on the part of ACTA to inform Broker of non-compliance with any insurance requirement in no way imposes any additional obligations on ACTA nor does it waive any rights hereunder in this or any other regard.

9. Broker shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Broker’s insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to ACTA within five days of the expiration of the coverages.

10. The provisions of any workers’ compensation or similar act will not limit the obligations of Broker under this agreement. Broker expressly agrees not to use any statutory immunity defenses under such laws with respect to ACTA, its employees, officials and agents.

11. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

12. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

13. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

14. Broker agrees to provide immediate written notice to ACTA of any claim or loss against Broker arising out of the work performed under this Agreement. ACTA assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve ACTA.
EXHIBIT D

ACTA REQUEST FOR QUALIFICATIONS
EXHIBIT E

PROPOSAL OF BROKER