

# ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

## First Amended Agreement No. C0027 Program Management Services

### CHANGE ORDER NO. 68

Modifies the First Amended Agreement No. C0027 (hereinafter “the Agreement”) to decrease the maximum compensation as approved by the ACTA Governing Board on November 15, 2019 for the ACTA Support Work Order (ASA CWO).

CONSULTANT: **Alameda Corridor Engineering Team (ACET)**

#### SUMMARY

**OF** The Agreement value is decreased by \$<57,675> to a total Agreement value of \$213,265,330 for the ASA CWO.

#### CHANGE

- This is the closeout change order to reconcile final cost amounts for FY '19 as set forth in this Change Order No 68 and the statements set forth in ACTA Board Authorization of November 15, 2019.

The ACET contract total value of all CWO's is \$247,135,819 *excluding compensation for the R10 Oil Release*. See attached documents titled “CWO FY19 ACET Cumulative Contract Values” and “Summary of Contract Values” as of October 17, 2019.

- In **ARTICLE 5, COMPENSATION, Paragraph 5.1**, is revised to provide “**Cost-Plus-Fixed-Fee through June 30, 2020**”, is as follows:

	(No R10) ASA CWO through CO 67	(No R10) FY '20 CO 68	(No R10) Total ASA CWO (Base)
<b>Reimbursable Costs not-to-exceed</b>	\$194,615,430	<\$57,675>	\$194,557,755
Plus Fixed Fee (calculated in accordance with Paragraph 5.2.3, Fixed Fee) of	\$18,707,575	-0-	\$18,707,575
For a Total Estimated Cost of	\$213,323,005	<\$57,675>	\$213,265,330

3. In Paragraph 5.2.3, Fixed-Fee Subparagraph (b) is revised to read, “This Fixed-Fee shall not exceed \$18,707,575 as specified hereinabove in 5.1 until June 30, 2020.”
4. Except as provided herein, all terms and conditions of the Agreement remain unchanged. The terms and conditions of this ASA CWO Change Order to the Agreement constitute full accord and satisfaction for all costs and period of performance related to the Change described or referenced herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Change Order No. 68 to the Agreement on the date next to their signatures.

**AUTHORITY:**

**ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael N. Feuer, City of Los Angeles City Attorney

By: \_\_\_\_\_

**Deputy City Attorney**

Date: \_\_\_\_\_

**CONSULTANT:**

**ALAMEDA CORRIDOR ENGINEERING  
TEAM, a Joint Venture**

**AECOM TECHNICAL SERVICES, INC.**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MOFFATT & NICHOL, INC.**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Signatures of Change Order No. 68 (continued)**

IN WITNESS WHEREOF, the Parties hereto have executed this Change Order No. 68 to the Agreement on the date next to their signatures.

*CONSULTANT:*

**JENKINS/GALES & MARTINEZ, INC.**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TELACU CONSTRUCTION  
MANAGEMENT, INC.**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

Signature \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_