

# **A G E N D A**

## **SPECIAL MEETING**

### ***Governing Board of the Alameda Corridor Transportation Authority***

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Meeting Date:	December 8, 2022
Time:	3:00 P.M.
Location:	This meeting is being conducted via teleconference in accordance with Assembly Bill No. 361 approved by Governor Newsom on September 16, 2021, and Government Code Section 54953(e)(1). A physical location will not be available for public observance of the meeting or public comment.
Conference Call for Meeting Attendance and Live Public Comment.	Dial: (562) 342-1138 Participant Pin: 2178101#
Written Public Comment about Agenda Items.	Email: <a href="mailto:PublicComment@acta.org">PublicComment@acta.org</a> Sender's name and contact information are appreciated.

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This meeting is being held in accordance with the Brown Act as currently in effect under Assembly Bill No. 361 approved by Governor Newsom on September 16, 2021, and Government Code Section 54953(e)(1) that allows attendance by members of the Governing Board, ACTA staff, and the public to participate and conduct the meeting by teleconference, video conference, or both.


#### **A. ROLL CALL**

#### **B. OPENING STATEMENT**

Members of the public may join the meeting using the conference call number set forth on the agenda and may provide public comment on any agenda item. Live public comments will be heard no later than when each item is considered by the Governing Board. Each public speaker will be limited to three minutes to comment on each agenda item.

Any public comment received by email prior to the agenda item being called will be read into the record, limited to three minutes; any email received after an item has been considered by the Governing Board, but before the end of the meeting will be included in the minutes of the meeting, limited to one page.

The Governing Board may consider and act upon items as set forth on the agenda. Ordinarily, the Governing Board will not act on any matter which does not appear on the published agenda.



**C. AGENDA ITEMS****Reports:**

1. October 2022 Performance Report (INFORMATION)

**Consent Agenda:**

2. APPROVE Minutes of the November 10, 2022 Special Board Meeting of the Alameda Corridor Transportation Authority
3. RECEIVE AND FILE Financial Reports for September 2022

**Regular Agenda:**

4. APPROVE Resolution No. JPA 22-19 authorizing teleconference meetings for the ACTA Governing Board and its Audit Committee pursuant to AB 361
5. APPROVE Revision 2 to Task Order No. 1 for Flagging Services under Agreement No. C0885 with RailWorks Track Services, LLC to increase the compensation amount by \$100,000 for a total not to exceed amount of \$300,000
6. APPROVE Change Order No. 28 to Agreement No. E0807 with AECOM Technical Services, Inc. to extend the term one year to December 31, 2023
7. APPROVE Caltrans Service Contract 07R401 for Flagging Services in the not to exceed amount of \$239,550 and a term of five years in Support of Caltrans' Seismic Retrofit of SR91 at Compton Creek Bridge Overhead and Offramp
8. APPROVE Cancellation of Agreement CO894 with Arctic Information Technology, Inc.
9. APPROVE Sixth Amendment to Agreement No. C0855 with Moss Adams, LLP for Financial Audit Services, adding two years to the term and increasing the compensation amount by \$205,548
10. APPROVE Second Amendment to Agreement No. C0864 with BCA Watson Rice – Western Region, LLP for Internal Audit Services, adding two years to the term and increasing the compensation amount by \$153,111
11. Presentations to Long Beach Councilperson Suzie Price and Los Angeles City Councilperson Joe Buscaino for Recognition of completed service as Board members of Alameda Corridor Transportation Authority Governing Board

**D. PUBLIC COMMENT ON NON-AGENDA ITEMS****E. CLOSED SESSION**

NONE

**ADJOURNMENT**

As a covered entity under Title II of the Americans with Disabilities Act, the Alameda Corridor Transportation Authority (ACTA) does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assistive listening devices, and translation services may be provided. To ensure availability, 72-hour advance notice is required. Contact the ACTA Office at (562) 247-7777.

# ***Item 1***

## **Performance Report October 2022**

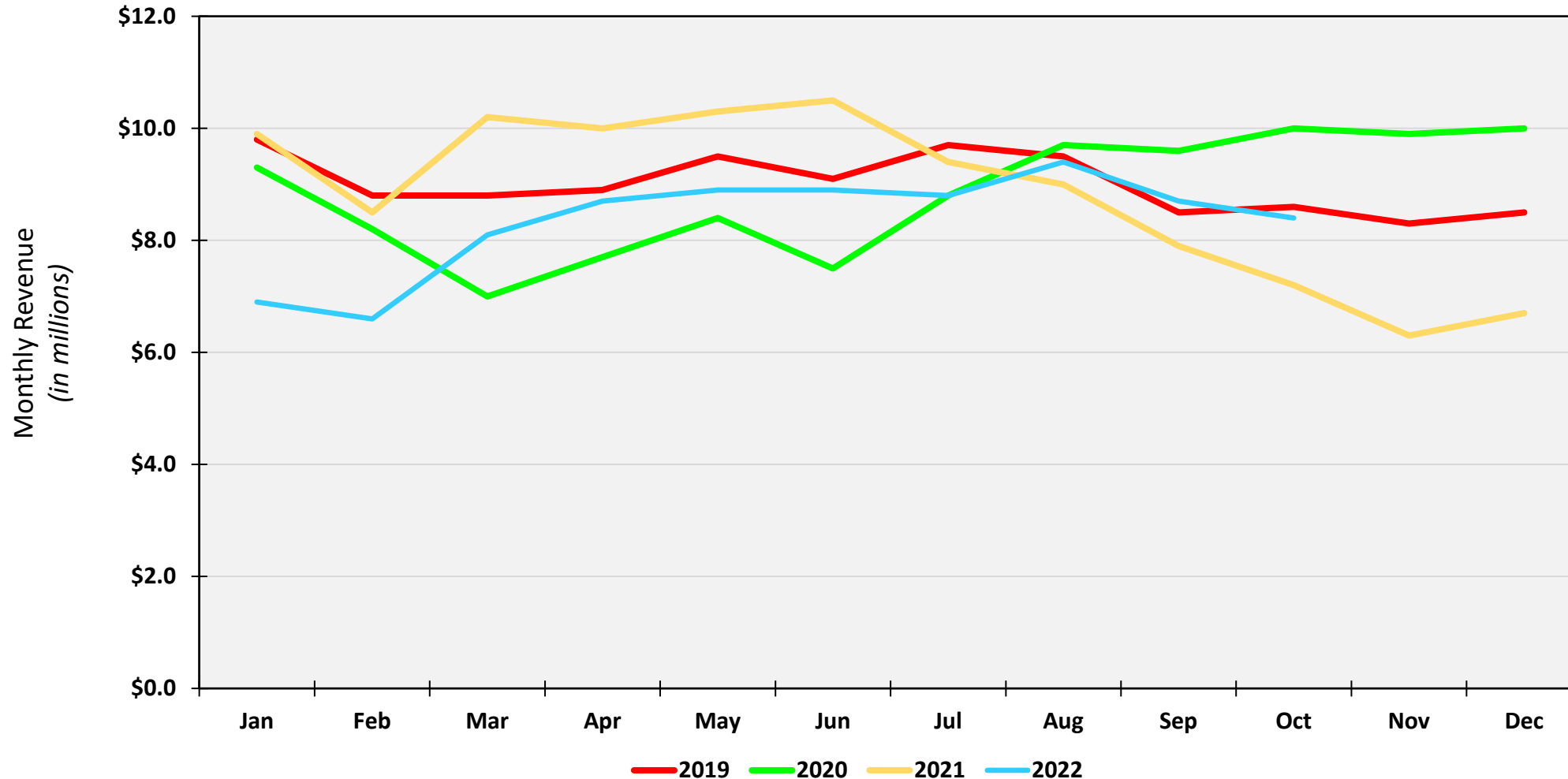
## Port Container Throughput (TEUs) – October 2022

	POLA		POLB		Combined	
	Oct-22	%Change*	Oct-22	%Change*	Oct-22	%Change*
Imports	336,307	-28.0%	293,924	-23.7%	630,231	-26.1%
Exports	89,722	-8.7%	119,761	-2.0%	209,483	-5.0%
Total Loaded	426,029	-24.7%	413,685	-18.4%	839,714	-21.7%
Empty	252,400	-25.1%	244,743	-13.4%	497,143	-19.8%
Total	678,429	-24.8%	658,428	-16.6%	1,336,857	-21.0%
	YTD	%Change*	YTD	%Change*	YTD	%Change*
Imports	4,316,609	-8.6%	3,857,705	-0.1%	8,174,314	-4.8%
Exports	1,000,451	-2.9%	1,174,113	-3.3%	2,174,564	-3.1%
Total Loaded	5,317,060	-7.6%	5,031,818	-0.8%	10,348,878	-4.4%
Empty	3,225,884	-3.0%	2,968,993	5.7%	6,194,877	1.0%
Total	8,542,944	-5.9%	8,000,811	1.5%	16,543,755	-2.5%

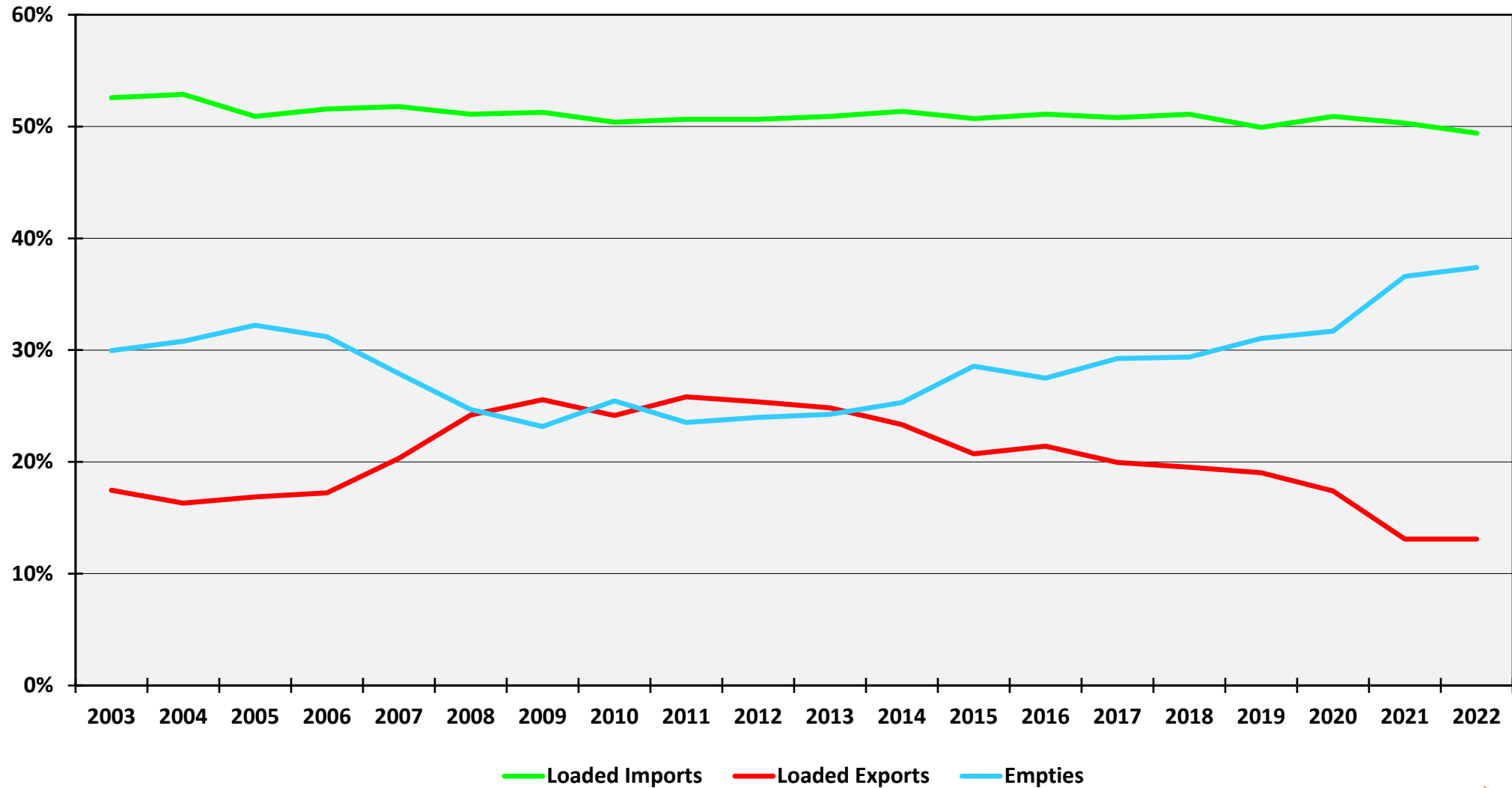
## Alameda Corridor Performance October 2022

	Oct 2022	CY22	FY23
<b>Revenue</b>	\$8.4 M	\$83.4 M	\$35.3 M
Change from 2021	17.1 %	- 10.3 %	5.2 %
<b>TEU's</b>	417,994	3,986,529	1,743,790
Change from 2021	14.7 %	- 11.6 %	3.2 %

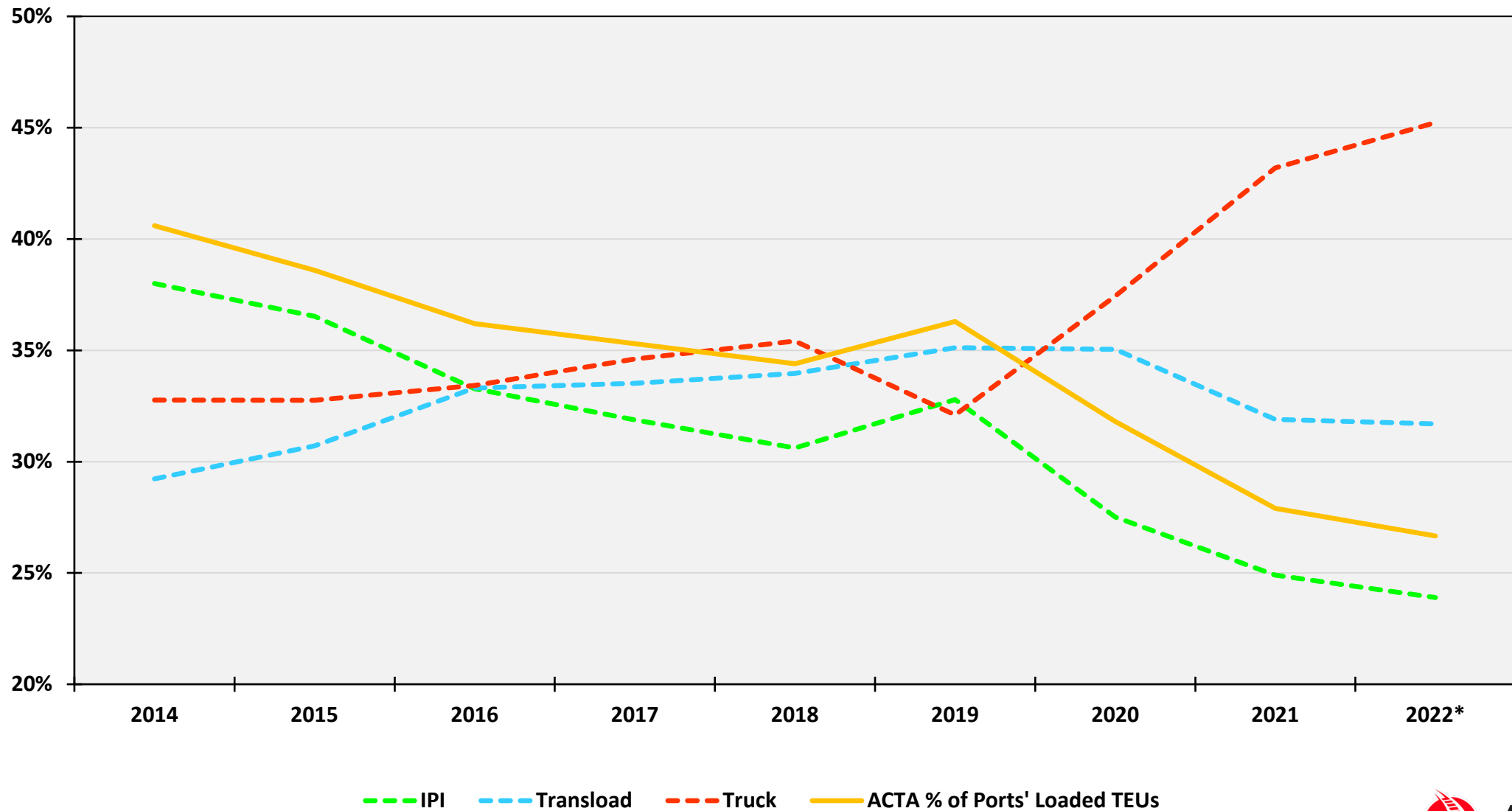
# Corridor Revenue Performance CY2019, CY2020, CY2021 & YTD 2022



# Port Cargo Components



# Port Cargo Mode Split



\* 2022 values are calculated using actual values through Sep 2022; Oct, Nov & Dec are forecast



MINUTES OF A SPECIAL MEETING OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY GOVERNING BOARD HELD ON NOVEMBER 10, 2022 AT 3:00 P.M. VIA TELECONFERENCE IN ACCORDANCE WITH ASSEMBLY BILL NO. 361 SIGNED BY GOVERNOR NEWSOM ON SEPTEMBER 16, 2021 AS GOVERNMENT CODE SECTION 54953(e)(1)

**A. ROLL CALL**

Members participating via teleconference:

Joe Buscaino, City of Los Angeles

Michael Cano, Los Angeles County Metro

Frank Colonna, Port of Long Beach

Alternate Members participating via teleconference:

Tony Gioiello, Port of Los Angeles

Duane Kenagy, Port of Long Beach

Members absent:

Suzie Price, City of Long Beach

Edward Renwick, Port of Los Angeles

Also participating via teleconference:

Michael Leue, ACTA, Chief Executive Officer

Kevin Scott, ACTA, Chief Financial Officer

Heather McCloskey, Co-General Counsel

Thomas Oh, ACTA, Co-General Counsel

Maria Melendres, ACTA, Governing Board Secretary

**B. OPENING STATEMENT**

CHAIR BUSCAINO PRESIDED AS CHAIR.

The meeting was called to order at 3:04 p.m. The opening statement was read into the record.  
(Board Member Cano joined the meeting at 3:14 p.m.)

**C. AGENDA ITEMS**

**Reports**

1. SEPTEMBER 2022 CORRIDOR PERFORMANCE

Michael Leue presented the Corridor performance statistics through September 2022.

2. AUDIT COMMITTEE REPORT – RECEIVED AND FILED

Committee Member Kenagy provided a report of the Audit Committee meeting held on November 3, 2022.

## **Regular Agenda**

### **3. MINUTES - ACTA GOVERNING BOARD REGULAR MEETING OF SEPTEMBER 15, 2022 – APPROVED.**

Minutes of the Regular Meeting of September 15, 2022, of the Governing Board of the Alameda Corridor Transportation Authority, were presented to the Governing Board.

No public comment was received on Item No. 3.

Board Member Kenagy made a motion to approve the minutes of the September 15, 2022, Regular meeting, seconded by Chair Buscaino. Roll call was taken and carried by the following vote:

AYES: Buscaino, Cano, Colonna, Gioiello, Kenagy

NOES: None

ABSENT: Price, Renwick

### **4. MINUTES - ACTA GOVERNING BOARD SPECIAL MEETING OF OCTOBER 13, 2022 – APPROVED.**

Minutes of the Special Meeting of October 13, 2022, of the Governing Board of the Alameda Corridor Transportation Authority, were presented to the Governing Board.

No public comment was received on Item No. 4.

Board Member Cano made a motion to approve the minutes of the October 13, 2022, Special meeting, seconded by Chair Buscaino. Roll call was taken and carried by the following vote:

AYES: Buscaino, Cano, Colonna, Gioiello, Kenagy

NOES: None

ABSENT: Price, Renwick

### **5. RESOLUTION NO. JPA 22-18 – TELECONFERENCE MEETINGS – GOVERNING BOARD AND AUDIT COMMITTEE – APPROVED.**

Communication from Michael Leue, Chief Executive Officer, dated November 10, 2022, recommending that the Board approve Resolution No. JPA 22-18 authorizing the ACTA Governing Board and its Audit Committee to continue to hold teleconference meetings due to the COVID-19 pandemic, was presented to the Governing Board.

After some discussion by the Board, it was decided that the Governing Board would return to in-person meetings in January 2023. Members of the Board will provide preferred meeting times to Mr. Leue for future meetings.

No public comment was received on Item No. 5.

Board Member Gioiello motioned, seconded by Board Member Colonna that Item No. 5 be approved as recommended. Roll call was taken and carried by the following vote:

AYES: Buscaino, Cano, Colonna, Gioiello, Kenagy

NOES: None

ABSENT: Price, Renwick

6. ALAMEDA CORRIDOR ENGINEERING TEAM – ANNUAL CONTRACT CHANGE ORDERS 77 AND 59 – AGREEMENT NO. C0027– APPROVED.

Communication from Michael Leue, Chief Executive Officer, dated November 10, 2022, recommending the authorization of the Chief Executive Officer or Chief Financial Officer to issue Change Orders to Contract Work Orders (CWO) with the Alameda Corridor Engineering Team for FY22, as follows: 1) Change order No. 77 for ACTA Support Work Order CWO in the decreased amount of <\$183,408>; and 2) Change Order No. 59 for SR47 Project CWO in the decreased amount of <\$44,647>, was presented to the Governing Board.

No public comment was received on Item No. 6.

Board Member Colonna motioned, seconded by Chair Buscaino that Item No. 6 be approved as recommended. Roll call was taken and carried by the following vote:

AYES: Buscaino, Cano, Colonna, Gioiello, Kenagy

NOES: None

ABSENT: Price, Renwick

**D. PUBLIC COMMENT ON NON-AGENDA ITEMS**

There were no requests by the public to address the Governing Board.

**E. CLOSED SESSION**

None


**ADJOURNMENT**

At 3:30 p.m., the meeting was adjourned sine die.

# M E M O

## *Alameda Corridor Transportation Authority*

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To: Governing Board  
Meeting Date: December 8, 2022  
From: Kevin L. Scott, Chief Financial Officer   
Subject: Monthly Financial Reports as of September 30, 2022 (RECEIVE AND FILE)

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### **Recommendation:**

Receive and file the Monthly Financial Reports as of September 2022.

### **Discussion:**

The financial package includes the following:

- Executive Summary – Monthly key financial activity (See Transmittal 1).

Performance Comparisons – Current Month (September) and year-to-date (both by fiscal year and calendar year) of **Revenue** (corridor use fee) and corresponding **TEU** information; **Change** is compared to prior year actuals by month, fiscal year and calendar year.

Use Fees and Container Charges – Use fee and container charge information is provided in a bar chart by fiscal year. The current year shows the actuals to date overlain on the approved fiscal year budget, and with a notation of the latest forecast for fiscal year revenue.


- Monthly Financial Statements (See Transmittal 2).

Statements of Net Position - Unaudited statement of ACTA's assets and liabilities as of September 30, 2022. The audited June 30, 2022 financial information is also included for comparative purposes to the beginning of the fiscal year.

Statement of Revenues, Expenses and Changes in Net Position – Fiscal Year 2023 unaudited statement of revenues, expenses and changes in net position through September 30, 2022. Also included is the statement as of September 2022 which has been included for comparative purposes for three months of information.

Comparison of Budget Functional Expenses–Operating Budget by Expense Type - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of September 30, 2022.

Comparison of Budget Functional Expenses–Operating Budget by Funds - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of September 30, 2022.



Cash and Investment Summary – Cash and investment balances and the corresponding investment schedule are being presented as of September 30, 2022. The cash and investment balances are segregated by institution, account number reference, and account description. Balances are presented in book and market value. Also included are the grant funds received for the SR-47 project during the current fiscal year. The investment schedule summarizes the composition of the agency’s investment portfolio and how the portfolio complies with the Board approved Investment Policy.

Cash Flow – Cash flow for the month of September 2022 is presented. It is presented in both a summary format and a detailed format. A fiscal year-to-date cash flow showing all activity through September 30, 2022 is also presented in both a summary format and a detailed format. The dollar amounts represent the book values for each account.

**Co-General Counsel Review:**

ACTA’s Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

**Transmittals:**

Transmittal 1 - Executive Summary – Key financial activity

Transmittal 2 - Monthly Financial Statements as of September 30, 2022

# ***Key Financial Activity***

## ***September '22 vs. '21***

# Corridor Performance

## *September '22 vs. '21*

### ***Railroad Self-Assessment Revenue***

	'22	'21	Change
September Revenue	\$8.6 M	\$8.0 M	8.8 %
Calendar Year to Date (Jan-Sep) *	\$75.0 M	\$85.8 M	- 12.6 %
Fiscal Year to Date (July-Sep) *	\$26.9 M	\$26.4 M	1.9 %

\* Note: Does not include reconciliations / adjustments for fiscal year-end.

# Corridor Volumes

**September '22 vs. '21**

TEUs (Daily Containers)

## *Operations – On Corridor*

	'22	'21	Change
TEU's *	410,140 (7,498)	393,637 (7,196)	4.2 %
Calendar Year to Date	3,441,355 (6,914)	3,942,380 (7,920)	- 12.7 %
Fiscal Year to Date	1,276,719 (7,611)	1,268,785 (7,564)	0.6 %

## *Operations – Around Corridor (Container Charges)*

	'22	'21	Change
TEU's *	17,447 (319)	15,220 (278)	14.6 %
Calendar Year to Date	127,180 (256)	200,308 (402)	- 36.5 %
Fiscal Year to Date	49,077 (293)	57,160 (341)	- 14.1 %

## *Operations – Combined*

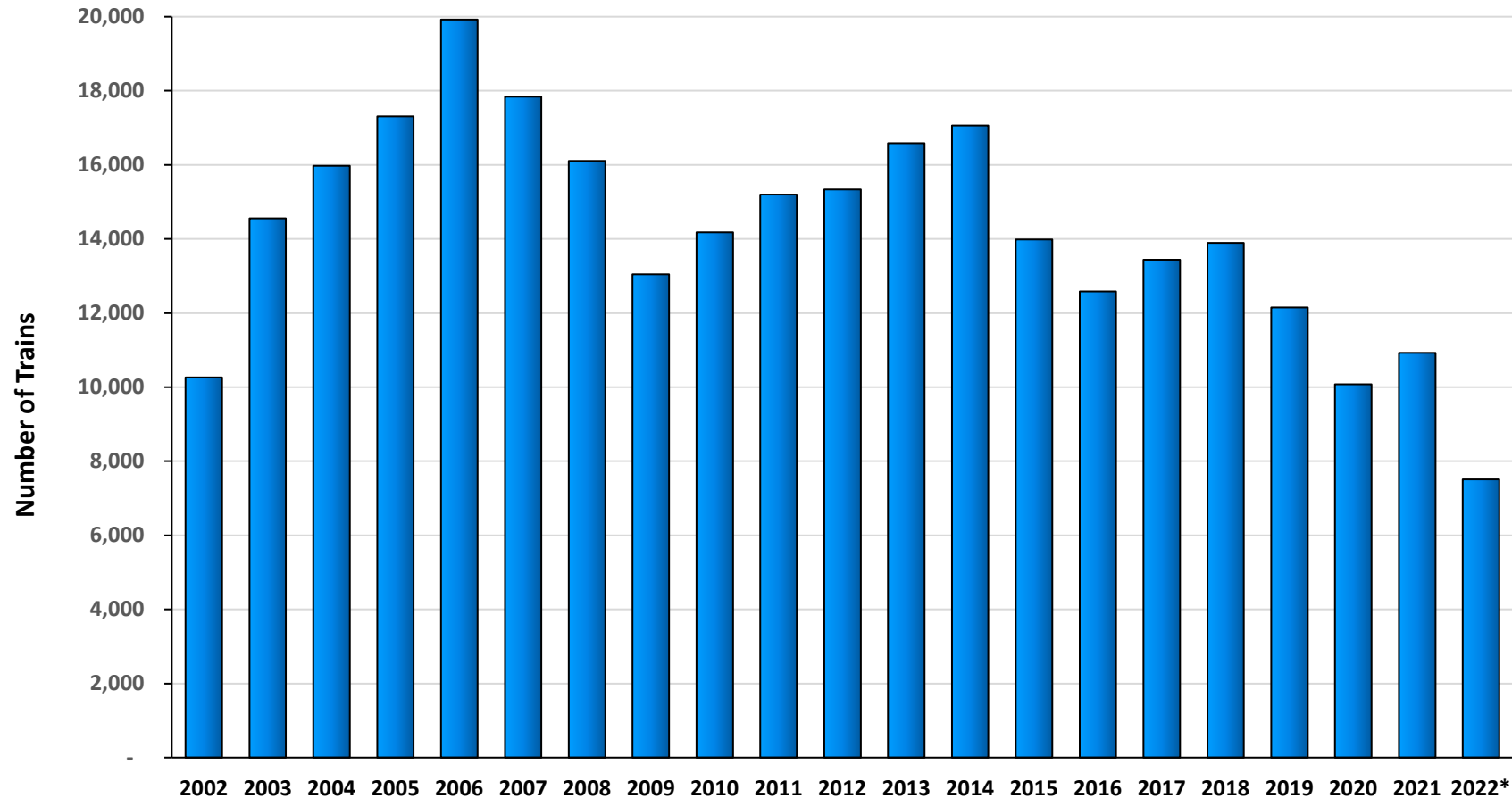
	'22	'21	Change
TEU's *	427,586 (7,817)	408,856 (7,475)	4.6 %
Calendar Year to Date	3,568,535 (7,169)	4,142,688 (8,323)	- 13.9 %
Fiscal Year to Date	1,325,796 (7,904)	1,324,945 (7,905)	0.0 %

Note: Numbers in ( ) are the Average Daily Containers, Daily TEU's ÷ 1.82 = Containers

\* Containers trucked to off-dock intermodal yards that are charged ACTA fee



# Alameda Corridor Train Counts



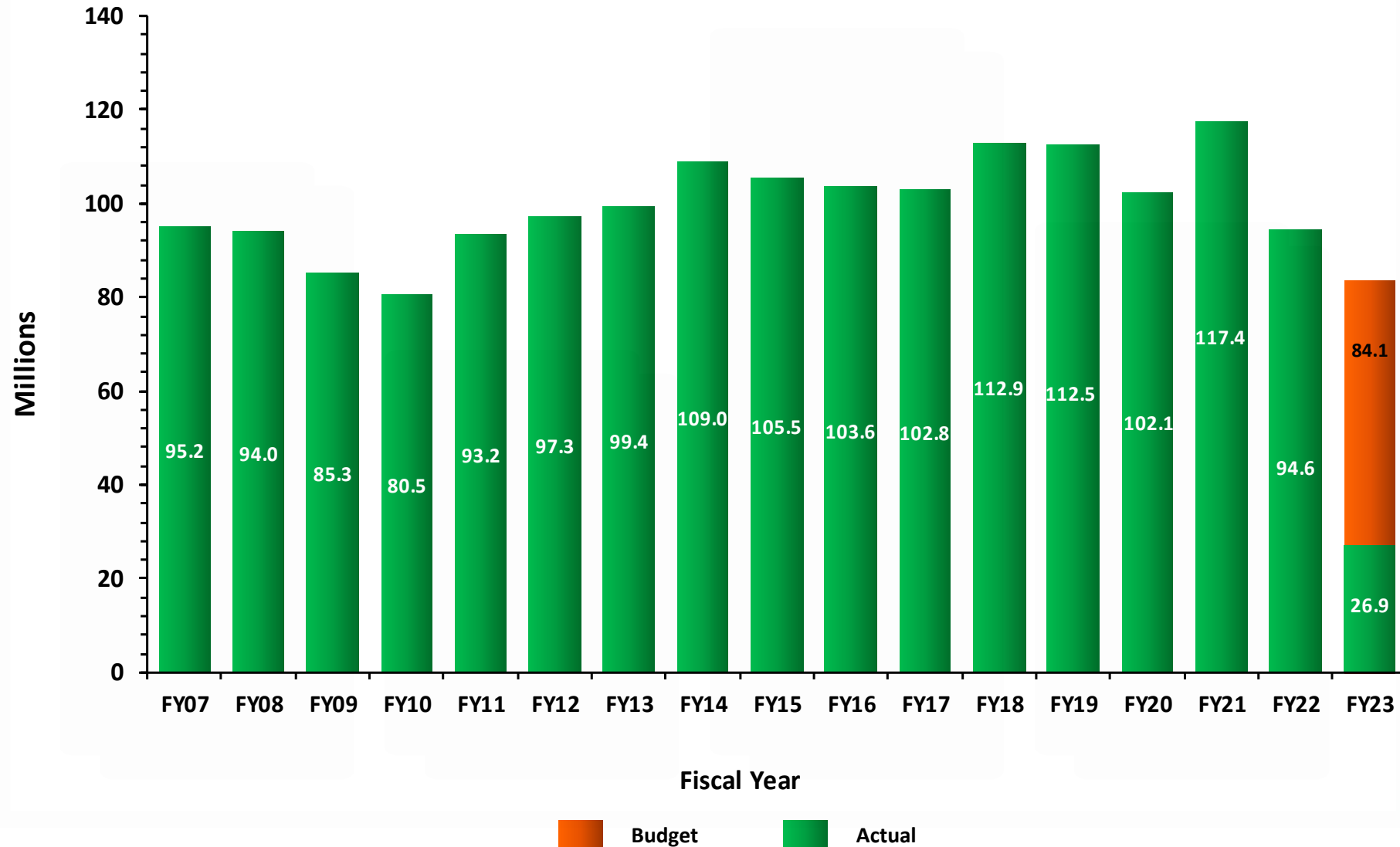
Average Daily Trains\*\*:

<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
39	40	44	47	55	49	44	36	39	42	42
<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	
45	47	38	34	37	38	33	28	30	28	

- Calendar Year-to-Date
- \*\* Corridor Capacity 150 Trains per Day

# Use Fees & Container Charges

as of September 30, 2022





# Statements of Net Position

## September 30, 2022 & June 30, 2022

	September 2022	June 2022	
<b><u>Assets &amp; Deferred Outflows of Resources</u></b>			
<b>Current Assets:</b>			
Restricted Cash & Cash Equivalents, & Investments	\$ 57,074,929	\$ 112,642,434	
Receivables	11,643,689	14,097,414	
Prepaid Expenses	1,148,046	1,509,733	
<b>Total Current Assets</b>	<b>69,866,664</b>	<b>128,249,581</b>	
Restricted Investments *	115,544,361	51,156,921	
Assets Held for Transfer	3,182,825	3,182,825	
Net OPEB Asset	556,666	556,666	
Capital Assets Not Being Depreciated	438,148,732	438,148,732	
Capital Assets, Net	1,050,231,171	1,055,509,055	
<b>Total Assets</b>	<b>1,677,530,419</b>	<b>1,676,803,780</b>	
<b>Deferred Outflows of Resources:</b>			
Charges on Refunding	49,526,635	12,344,243	
Pension Contributions & Differences in Experience	837,109	837,109	
<b>Total Assets &amp; Deferred Outflows of Resources</b>	<b>\$ 1,727,894,163</b>	<b>\$ 1,689,985,132</b>	
<b><u>Liabilities, Deferred Inflows of Resources, &amp; Net Position</u></b>			
<b>Current Liabilities:</b>			
Accounts Payable	\$ 4,637,389	\$ 8,018,917	
Unearned Revenue	4,266,399	2,402,881	
Accrued Interest Payable, Current Portion	14,477,717	40,588,101	
Revenue Bonds Payable, Current Portion	37,813,264	37,813,264	
Other Liabilities	477,383	533,837	
<b>Total Current Liabilities</b>	<b>61,672,152</b>	<b>89,357,000</b>	
<b>Noncurrent Liabilities:</b>			
Collateral Deposit	-	-	
Shortfall Advances Payable to Ports	12,654,432	12,646,463	
Net Pension Liability	809,128	809,128	
Accrued Interest Payable, Net of Current Portion	551,149,130	636,833,348	
Revenue Bonds Payable, Net of Current Portion & Unamortized Discount	1,640,383,635	1,473,164,082	
<b>Total Noncurrent Liabilities</b>	<b>2,204,996,325</b>	<b>2,123,453,021</b>	
<b>Total Liabilities</b>	<b>\$ 2,266,668,477</b>	<b>\$ 2,212,810,021</b>	
<b>Deferred Inflows of Resources</b>	<b>1,193,401</b>	<b>1,193,401</b>	
<b><u>Net Position</u></b>			
Net Investment in Capital Assets	(97,302,670)	65,177,915	
Restricted for Debt Service	124,133,953	110,068,346	
Restricted for Capital Projects	-	-	
Restricted by Master Trust Agreement	45,913,213	41,508,731	
Unrestricted	(612,712,212)	(740,773,282)	
<b>Total Net Position</b>	<b>(539,967,716)</b>	<b>(524,018,290)</b>	
<b>Total Liabilities, Deferred Inflows of Resources, &amp; Net Position</b>	<b>\$ 1,727,894,163</b>	<b>\$ 1,689,985,132</b>	
<hr/>			
<small>* All investments with a maturity within three months are considered cash for the year-end financial statements. Monthly, unaudited financial statements, carry all investments, regardless of maturity date(s), as Restricted Investments. Fully detailed classifications are only done at year-end in accordance with GASB 41, therefore classification differences exist.</small>			
	<b><u>September 2022</u></b>	<b><u>June 2022</u></b>	<b><u>FY2023 Increase</u></b>
<b>Current</b>	\$ 57,074,929	\$ 112,642,434	
<b>Noncurrent</b>	115,544,361	51,156,921	
	\$ 172,619,290	\$ 163,799,355	\$ 8,819,935



# Statement of Revenues, Expenses, & Changes in Net Position

For three months ended September 30, 2022 & September 30, 2021

	<u>September 2022</u>	<u>September 2021</u>
<b>Operating Revenues:</b>		
Use Fees & Container Charges	\$ 28,133,524	\$ 26,817,954
Maintenance-of-Way Charges	393,148	383,670
<b>Total Operating Revenues</b>	<u>28,526,672</u>	<u>27,201,624</u>
<b>Operating Expenses:</b>		
Salaries & Benefits	572,242	499,994
Administrative Expenses	263,937	166,628
Professional Services	127,862	99,312
Maintenance-of-Way	1,627,011	448,126
Depreciation	5,277,884	5,256,201
<b>Total Operating Expenses</b>	<u>7,868,936</u>	<u>6,470,261</u>
<b>Operating Income (Loss)</b>	20,657,736	20,731,363
<b>Nonoperating Revenues:</b>		
Interest & Investment Revenue, Net	(431,824)	282,922
Public Benefit Income	-	20,075
Miscellaneous Revenue	(126,796)	(69,773)
<b>Total Nonoperating Revenues</b>	<u>(558,620)</u>	<u>233,224</u>
<b>Nonoperating Expenses:</b>		
Interest Expense	6,425,790	27,217,075
Expenses for Public Benefit & Pass Thru Expenses	24,276	13,055
Costs of Issuance	29,598,476	-
Gain/Loss Sale or Transfer of Capital Assets	-	-
<b>Total Nonoperating Expenses, Net</b>	<u>36,048,542</u>	<u>27,230,130</u>
<b>Changes in Net Position</b>	(15,949,426)	(6,265,543)
<b>Net Position:</b>		
Net Position, Beginning of Year	(524,018,290)	(471,751,858)
<b>Net Position - End of Year</b>	<u>\$ (539,967,716)</u>	<u>\$ (478,017,401)</u>



# Comparison of Budget By Expense Type as of September 30, 2022

(\$ in thousands)	Fiscal Year-to-Date		
	Budget*	Actuals	Variance
<b>Revenues</b>			
<b>Operating Revenues</b>			
Use Fees & Container Charges	\$ 21,015,028	\$ 28,133,524	\$ 7,118,496
Maintenance-of-Way Charges	2,656,666	393,148	(2,263,518)
<b>Total Operating Revenues</b>	23,671,694	28,526,672	4,854,978
<b>Other Revenues</b>			
<b>Projects</b>			
Pier Pass	15,000	15,000	-
EPA Order & Pass Thru Income	42,553	-	(42,553)
<b>Subtotal Projects</b>	57,553	15,000	(42,553)
<b>Miscellaneous</b>			
Public Benefit Income	1,109,250	-	(1,109,250)
Gain/Loss from Sale of Fixed Assets	-	-	-
Ports-Shortfall Advances	-	-	-
Office Rental & Other Income	32,404	(141,796)	(174,200)
Investment Income	111,707	(431,824)	(543,531)
<b>Subtotal Miscellaneous</b>	1,253,361	(573,620)	(1,826,981)
<b>Subtotal Other Revenues</b>	1,310,914	(558,620)	(1,869,534)
<b>Total Sources of Funds</b>	24,982,608	27,968,052	2,985,444
<b>Expenses</b>			
Salaries	453,057	406,501	(46,556)
Benefits	244,662	165,741	(78,921)
Office Expenses	121,559	137,505	15,946
Other Management Expenses	23,888	13,006	(10,882)
Information Technologies	55,475	7,637	(47,838)
Bank & Investment	43,750	26,357	(17,393)
ACET Administrative & Capital Support	416,921	79,432	(337,489)
Audit	49,118	2,520	(46,598)
Legal	207,500	96,397	(111,103)
Governmental Affairs	20,849	-	(20,849)
Other Professional Services	111,789	28,945	(82,844)
Pass Thru Expenses & EPA Order	42,553	9,325	(33,228)
Expenses for Public Benefit	1,109,250	14,951	(1,094,299)
<b>Total Administrative Expenses</b>	2,900,371	988,317	(1,912,054)
Maintenance-of-Way Expenses-Rail - Contractors	2,015,637	629,551	(1,386,086)
Maintenance-of-Way Expenses-Rail - Capital	-	-	-
Maintenance-of-Way Expenses-Rail - Other	641,029	571,189	(69,840)
Maintenance-of-Way Expenses-Nonrail - Contractors	330,053	131,907	(198,146)
Maintenance-of-Way Expenses-Nonrail - Capital	1,422,332	258,195	(1,164,137)
Maintenance-of-Way Expenses-Nonrail - Other	35,503	19,220	(16,283)
Maintenance-of-Way Expenses - ACTA	41,703	16,949	(24,754)
<b>Total Maintenance-of-Way Expenses</b>	4,486,257	1,627,011	(2,859,246)
<b>Subtotal Administrative and M&amp;O Expenses</b>	7,386,628	2,615,328	(4,771,300)
<b>Financing Expenses</b>			
Debt Service - Interest	14,594,401	(16,985,339)	(31,579,740)
Debt Service - Accrued CAB Interest	16,462,478	23,411,129	6,948,651
<b>Subtotal Financing Expenses</b>	31,056,879	6,425,790	(24,631,089)
<b>Depreciation &amp; Amortization Expenses</b>			
Depreciation	5,246,291	5,277,884	31,593
Cost of Issuance	-	29,598,476	29,598,476
<b>Subtotal Depreciation &amp; Amortization Expenses</b>	5,246,291	34,876,360	29,630,069
<b>Total Operating Expenses</b>	43,689,798	43,917,478	227,680
<b>Income (Loss)</b>	<u>\$ (18,707,190)</u>	<u>\$ (15,949,426)</u>	<u>\$ 2,757,764</u>

\* Y-T-D Budget calculated on a straight line basis.



# Comparison of Budget By Funds as of September 30, 2022

(\$ in thousands)	Fiscal Year-to-Date		Variance
	Budget*	Actuals	
<b>Revenues</b>			
<b>Operating Revenues</b>			
Use Fees & Container Charges	\$ 21,015,028	\$ 28,133,524	\$ 7,118,496
Maintenance-of-Way Charges	2,656,666	393,148	(2,263,518)
<b>Total Operating Revenues</b>	<u>23,671,694</u>	<u>28,526,672</u>	<u>4,854,978</u>
<b>Other Revenues</b>			
<b>Projects</b>			
Pier Pass	15,000	15,000	-
EPA Order & Pass Thru Income	42,553	-	(42,553)
<b>Subtotal Projects</b>	<u>57,553</u>	<u>15,000</u>	<u>(42,553)</u>
<b>Miscellaneous</b>			
Public Benefit Income	1,109,250	-	(1,109,250)
Gain/Loss from Sale of Fixed Assets	-	-	-
Ports-Shortfall Advances	-	-	-
Office Rental & Other Income	32,404	(141,796)	(174,200)
Investment Income	111,707	(431,824)	(543,531)
<b>Subtotal Miscellaneous</b>	<u>1,253,361</u>	<u>(573,620)</u>	<u>(1,826,981)</u>
<b>Subtotal Other Revenues</b>	<u>1,310,914</u>	<u>(558,620)</u>	<u>(1,869,534)</u>
<b>Total Sources of Funds</b>	<u>24,982,608</u>	<u>27,968,052</u>	<u>2,985,444</u>
<b>Expenses</b>			
Administrative Costs	1,748,568	964,041	(784,527)
Railroads-M&O	2,656,666	1,200,740	(1,455,926)
Reserve-M&O	1,787,888	409,322	(1,378,566)
Financing Fees-M&O	41,703	16,949	(24,754)
Revenue Fund-Interest & COI	14,594,401	(16,985,339)	(31,579,740)
Expenses for Public Benefit	1,109,250	14,951	(1,094,299)
LAIF General Fund-Pass Thru & EPA	42,553	9,325	(33,228)
<b>Total Expenses</b>	<u>21,981,029</u>	<u>(14,370,011)</u>	<u>(36,351,040)</u>
<b>Non Cash Expenses</b>			
Accrued CAB Debt Service Interest	16,462,478	23,411,129	6,948,651
Depreciation	5,246,291	5,277,884	31,593
Cost of Issuance	-	29,598,476	29,598,476
<b>Subtotal Interest, Depreciation, &amp; Amortization Expenses</b>	<u>21,708,769</u>	<u>58,287,489</u>	<u>36,578,720</u>
<b>Total Operating Expenses</b>	<u>43,689,798</u>	<u>43,917,478</u>	<u>227,680</u>
<b>Income (Loss)</b>	<u>\$ (18,707,190)</u>	<u>\$ (15,949,426)</u>	<u>\$ 2,757,764</u>

\* Y-T-D Budget calculated on a straight line basis.



# Cash & Investment Summary as of September 30, 2022

<b>Cash and Investment Balances (\$ in thousands)</b>					
<u>Institution</u>	<u>Bank Reference #</u>	<u>Chandler Reference #</u>	<u>Account Description</u>	<u>Book Value</u>	<u>Market Value</u>
<b>Bank of America</b>					
	0457 & 0796	-	Concentration & Disbursement	481	481
<b>Pre 1999 Bond Sale Accounts-Union Bank</b>					
	5080	512	SR-47	4,307	4,269
Grant Reimbursement Received this Month \$43,069					
Grant Reimbursement Received FY to Date \$114,992					
<b>US Bank</b>					
	35000	-	Bank of America Collateral	-	-
<b>Local Agency Investment Fund (LAIF)</b>					
	40-19-006	570	General Fund	9,701	9,701
<b>1999, 2004 and 2016 Bond Funds - US Bank-Trustee</b>					
<b>Revenue Funds</b>					
	1170	507	Revenue Fund	4,886	4,886
	1171	508	M & O Fund	3,807	3,796
	1172	509	Reserve Account	15,907	15,599
	1189	518	Administrative Costs	10,653	10,619
			<b>Subtotal Revenue Funds</b>	<b>35,253</b>	<b>34,900</b>
<b>Debt Service Funds</b>					
	61200	-	99C Interest Account	5,045	5,097
	61201	-	99C Principal Account	25,416	25,817
	38003	-	04B Debt Service Reserve	24,757	23,274
	39004	-	04A Debt Service Reserve	33,758	31,531
	38000	516	04B Debt Service	-	-
	39006	-	04A Financing fee	1,448	1,448
	39002	515	04A Debt Service Principal Account	-	-
	59001	-	12 Debt Service Interest Account	1,032	1,032
	59004	516	12 Debt Service Reserve Account	7,651	7,116
	67001	-	13A Debt Service Interest Account	1	1
	67002	-	13A Debt Service Principal Account	6	6
	27000	-	16A Debt Service	11,520	11,520
	27004	-	16A Debt Service Reserve	3,619	3,387
	108006	-	16B- Financing fee	659	659
	108000	-	16B- Financing fee	8,425	8,425
	98000	-	2022 A - DS Fund	-	-
	98001	-	2022 A - DS Reserve Fund	-	-
	98002	-	2022 A - Interest Account	-	-
	98003	-	2022 A - Principal Account	-	-
	98004	-	2022 A - Redemption Account	-	-
	98005	-	2022 A - Cost of Issuance Fund	31	31
	98006	-	2022 A - Bond Proceeds Account	-	-
	53000	-	2022 B - DS Fund	-	-
	53001	-	2022 B - DS Reserve Fund	-	-
	53002	-	2022 B - Interest Account	2,679	2,699
	53003	-	2022 B - Principal Account	-	-
	53004	-	2022 B - Redemption Account	-	-
	53005	-	2022 B - Cost of Issuance Fund	61	61
	53006	-	2022 B - Bond Proceeds Account	-	-
	86000	-	2022 C - DS Fund	1,135	1,135
	86001	-	2022 C - DS Reserve Fund	-	-
	86002	-	2022 C - Interest Account	-	-
	86003	-	2022 C - Principal Account	-	-
	86004	-	2022 C - Redemption Account	-	-
	86005	-	2022 C - Cost of Issuance Fund	31	31
			<b>Subtotal Debt Service Funds</b>	<b>127,274</b>	<b>123,270</b>
<b>Total 1999, 2004, 2012, 2016, 2022 Bond Funds- U.S. Bank</b>				<b>162,527</b>	<b>158,170</b>
<b>Total Cash &amp; Investment Balances</b>				<b>\$ 177,016</b>	<b>172,621</b>



# Cash & Investment Summary (cont'd)

## as of September 30, 2022

### Investment Schedule (\$ in thousands)

<u>Type of Investment</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Total</u>	<u>Investment Policy Limit</u>
Money Market Funds	\$ 46,894	\$ 46,894	27.16%	20.00%
U.S. Government & Agency Obligations	61,372	60,120	34.83%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	49,825	47,119	27.30%	100.00%
Corporate Bonds	8,743	8,306	4.81%	30.00%
Bank of America	481	481	0.28%	20.00%
Local Agency Investment Fund	9,701	9,701	5.62%	\$40 Million
<b>Total</b>	<b>\$ 177,016</b>	<b>\$ 172,621</b>	<b>100.00%</b>	

### Monthly Cash Flow

		<u>September 2022</u>
<b>Total Beginning Cash</b>		\$ 43,565,555
<b>Receipts</b>		
Use Fees & Container Charges	\$ 14,595,195	
M&O & Misc. Revenues, & Funds Transfers	17,537,017	
<b>Total Receipts</b>	<b>32,132,212</b>	
<b>Disbursements</b>		
Debt Service - Transfer to Accounts	37,952,492	
M&O, Administrative, & Financing Expenses	2,491,884	
<b>Total Disbursements</b>	<b>40,444,376</b>	
<b>Cash Flow for Month</b>		<b>\$ (8,312,164)</b>
<b>Total Ending Cash</b>		<b>\$ 35,253,391</b>





# Cash Flow as of September 30, 2022

<u>September 2022</u>	
<b>Beginning Cash</b>	
Master Indenture Revenue Fund 1170	26,063,115
Master Indenture M&O Fund 1171	4,654,922
Master Indenture Reserve Fund 1172	10,953,604
1999A Admin Fund 1189	1,893,914
2004A Financing Fund 39006	-
1999C Construction Fund 1206	-
<b>Total Beginning Cash</b>	<b>43,565,555</b>
<b>Receipts</b>	
Use Fee & Container Charges	14,595,195
M&O	752,222
Funds Transferred from BOA to Admin Fund	-
Funds Transferred from BOA to Reserve Fund	5,500,000
Annual Accounting- transfer from 1999C Interest	2,101,660
Annual Accounting - Transfer from Revenue Fund	9,114,940
Interest Income / Loss	68,195
<b>Total Receipts</b>	<b>32,132,212</b>
<b>Total Cash</b>	<b>\$ 75,697,767</b>
<b>Disbursements</b>	
Debt Service - transfer to 1999C Principal	-
Debt Service - transfer to 1999C Interest	-
Debt Service - transfer to 2012 Interest	170,161
Debt Service- transfer to 2022B Interest	892,070
Debt Service - transfer to 2013A Principal	-
Semi-Annual Accounting - Transfers & Debt Service	-
Transfer to 2012 Reserve	96,000
Transfer to 2004A Financing Fee	837,318
Transfer to Admin Fund	9,000,244
Transfer to Master Reserve	5,500,000
Transfer to 2016A Reserve	45,000
Transfer to 2016B Financing Fee	332,112
Annual Accounting- transfer to 2022C Reserve Fund	1,134,734
Debt service payment - 2016A Interest	11,520,150
Debt service payment - 2016B Interest	8,424,703
Debt service payment - 2004	-
M&O - Railroads expense payments	1,604,862
M&O - Reserve expense payments	537,024
Administrative expense payments	349,998
Financing expense payments	-
<b>Total Disbursements</b>	<b>40,444,376</b>
<b>Net Ending Cash</b>	<b>\$ 35,253,391</b>
<b>Ending Cash</b>	
Master Indenture Revenue Fund 1170	4,886,078
Master Indenture M&O Fund 1171	3,807,005
Master Indenture Reserve Fund 1172	15,907,414
1999A Admin Fund 1189	10,652,894
2004A Financing Fund 39006	-
<b>Total Ending Cash</b>	<b>\$ 35,253,391</b>



# Cash Flow – YTD as of September 30, 2022

<u>Cash Flow - Fiscal Year-to-Date</u>		
		<u>September 2022</u>
<b>Total Beginning Cash as of 7/1/22</b>		\$ 33,735,654
<b>Receipts</b>		
Use Fees & Container Charges	\$ 29,079,254	
M&O & Misc. Revenues, & Funds Transfers	20,112,183	
<b>Total Receipts</b>	<u>49,191,437</u>	
<b>Disbursements</b>		
Debt Service - Transfer to Accounts	42,185,305	
M&O, Administrative, & Financing Expenses	5,488,396	
<b>Total Disbursements</b>	<u>47,673,701</u>	
<b>Cash Flow for Fiscal Year</b>		<u>\$ 1,517,736</u>
<b>Total Ending Cash</b>		<u><u>\$ 35,253,391</u></u>



# Cash Flow – YTD as of September 30, 2022

<u>September 2022</u>	
<b>Beginning Cash as of 7/1/22</b>	
Master Indenture Revenue Fund 1170	14,872,364
Master Indenture M&O Fund 1171	4,269,281
Master Indenture Reserve Fund 1172	11,638,283
1999A Admin Fund 1189	2,955,726
2004A Financing Fund 39006	-
<b>Total Beginning Cash</b>	<u>33,735,654</u>
<b>Receipts</b>	
Use Fee & Container Charges	29,079,254
M&O	2,371,925
Funds Transferred from BOA to Admin Fund	-
Funds Transferred from BOA to Reserve Fund	16,601,904
Annual Accounting - Transfer from Revenue Fund	114,696
Interest Income / Loss	1,023,658
<b>Total Receipts</b>	<u>49,191,437</u>
<b>Total Cash</b>	<u><u>\$ 82,927,092</u></u>
<b>Disbursements</b>	
Debt Service - transfer to 1999C Principal	-
Debt Service - transfer to 1999C Interest	2,101,660
Debt Service - transfer to 2012 Interest	514,313
Debt Service - transfer to 2022A Interest	2,679,070
Debt Service- transfer to 2013A Principal	-
Semi-Annual Accounting - Transfers & Debt Service	-
Transfer to 2012 Reserve	96,000
Transfer to 2004A Financing Fee	837,318
Transfer to Admin Fund	9,000,244
Transfer to Master Reserve	5,500,000
Transfer to 2016A Reserve	45,000
Transfer to 2016B Financing Fee	332,112
Annual Accounting- transfer to 2022C Reserv Fee	1,134,734
Debt service payment - 2016A Interest	11,520,150
Debt service payment - 2016B Interest	8,424,703
Debt service payment - 2004	-
M&O - Railroads expense payments	2,843,184
M&O - Reserve expense payments	1,233,465
Administrative expense payments	1,411,748
Financing expense payments	-
<b>Total Disbursements</b>	<u>47,673,701</u>
<b>Net Ending Cash</b>	<u><u>\$ 35,253,391</u></u>
<b>Ending Cash</b>	
Master Indenture Revenue Fund 1170	4,886,078
Master Indenture M&O Fund 1171	3,807,005
Master Indenture Reserve Fund 1172	15,907,414
1999A Admin Fund 1189	10,652,894
2004A Financing Fund 39006	-
<b>Total Ending Cash</b>	<u><u>\$ 35,253,391</u></u>


# M E M O

## *Alameda Corridor Transportation Authority*

---

To: Governing Board

Meeting Date: December 8, 2022

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE Resolution No. JPA 22-19 authorizing teleconference meetings for the ACTA Governing Board and its Audit Committee pursuant to AB 361

---

### **Recommendation:**

Approve the proposed Resolution to authorize the ACTA Governing Board and its Audit Committee to continue holding teleconference meetings due to the COVID-19 pandemic.

Governing Board decide when to return to in-person meetings, and discuss the preferred location and time for those meetings.

### **Discussion:**

Due to the COVID-19 pandemic, from April 2020 onward the ACTA Governing Board and its Audit Committee have conducted public meetings via telephonic conference calls, while such remote meetings were authorized through various Executive Orders issued by the Governor of California. These Executive Orders expired on September 30, 2021.

On September 16, 2021, the Governor signed into law Assembly Bill 361 (AB 361), which amended certain requirements of the Ralph M. Brown Act ("Brown Act") by allowing a continuation of similar remote meeting practices during declared states of emergency where certain requirements are met. Pursuant to the Governor's Executive Order N-15-21, AB 361 went into effect on October 1, 2021.

To utilize the Brown Act remote meeting provisions set forth in AB 361, legislative bodies must make certain findings regarding the COVID-19 state of emergency and the need for remote meetings, and so long as the need for remote meetings continues, make those findings by a majority vote every 30 days. The attached Resolution (Transmittal 1) makes the necessary findings pursuant to the Brown Act to authorize the Governing Board and its Audit Committee to follow the teleconference meeting provisions of Government Code Section 54953(e)(2).

On September 30, 2021, the City of Long Beach Health Officer recommended that physical distancing measures continue to be practiced throughout Long Beach communities and that they be continued by the City's legislative bodies to minimize the spread of COVID-19 for the protection of the community, staff, presenters, and legislative body members. On March 10, 2022, the City of Long Beach Health Officer recommended the continuation of physical distancing practices, including virtual meetings for various legislative bodies throughout the City of Long Beach.

The Long Beach Board of Harbor Commission began to conduct hybrid meetings on October 24, 2022, allowing both the commissioners and the public to attend in person or remotely. The Los Angeles Board of Harbor Commission returned to in-person meetings on November 3, 2022.

**Budget Impact:**

There will be no budget impact from the proposed action.

**Co-General Counsel Review:**

ACTA's Co-General Counsel has reviewed and approved the proposed Resolution as to form.

**Transmittals:**

Transmittal 1 – Resolution No. JPA 22-19 to approve teleconference meetings

## **Resolution No. JPA 22-19**

### **RESOLUTION TO CONTINUE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

WHEREAS, on March 12, 2020, the Governor of California issued Executive Order N-25-20 which temporarily suspended certain requirements of the Ralph M. Brown Act ("Brown Act") in light of the COVID-19 pandemic, an ongoing public health state of emergency; and

WHEREAS, the Governor issued additional Executive Orders in 2020 and 2021 further suspending various requirements of the Brown Act for public meetings; and

WHEREAS, following expiration of the Executive Orders, on September 16, 2021, the Governor signed into law Assembly Bill 361 ("AB 361"), allowing for teleconference meetings under the Brown Act during declared states of emergency; and

WHEREAS, there is a continuing state of emergency concerning the COVID-19 pandemic at both the State and City of Long Beach levels, and, on March 10, 2022, the City of Long Beach Health Officer issued recommendations for the continuation of virtual public meetings; and

NOW THEREFORE BE IT RESOLVED as follows:

Section 1. The ACTA Governing Board finds that the COVID-19 pandemic state of emergency continues to directly impact the ability of legislative bodies to meet safely in person and that the City of Long Beach Health Officer's recommendation to practice physical distancing measures remains in effect.

Section 2. The ACTA Governing Board hereby authorizes the ACTA Governing Board and its Audit Committee to hold teleconference meetings in accordance with Government Code Section 54953(e)(1)-(2).

Section 3. This resolution shall take effect immediately upon its adoption by the ACTA Governing Board, and the Board Secretary shall certify the vote adopting this resolution.

AYES:

NOES:

ABSENT:

I HEREBY CERTIFY THAT the foregoing resolution was adopted by the ACTA Governing Board at its meeting held on December 8, 2022.

\_\_\_\_\_  
Maria M. Melendres  
Board Secretary

APPROVED AS TO FORM

\_\_\_\_\_, 2022  
MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
Heather M. McCloskey, Deputy City Attorney  
ACTA Co-General Counsel


# M E M O

## *Alameda Corridor Transportation Authority*

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To: Governing Board

Meeting Date: December 8, 2022

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE Revision 2 to Task Order No. 1 for Flagging Services under Agreement No. C0885 with RailWorks Track Services, LLC to increase the compensation amount by \$100,000 for a total not to exceed amount of \$300,000.

---

**Recommendation:**

Authorize staff to issue Revision 2 to Task Order No. 1, for flagging services under Alameda Corridor Transportation Authority Agreement No. C0885 with RailWorks Track Service, LLC (RailWorks) which will increase the not to exceed Task Order value by \$100,000 for a total amount of \$300,000 and authorize the Chief Executive Officer or Chief Financial Officer to execute the revised Task Order.

**Discussion:**

Railworks provides flagging services under Agreement No. C0885 for third party entities performing construction, maintenance, or other work on or adjacent to the Corridor to ensure safe train and trackside operations. The Railworks flagmen are specifically trained and qualified to perform these duties. ACTA contractors and other utility or agency contractors or personnel are required to arrange and utilize Railworks' flagmen when they perform operations on or adjacent to the Corridor within a prescribed distance from the tracks. Since May 1, 2019, RailWorks has been the maintenance contractor who employs qualified individuals available to perform these flagging services. Throughout the year there are miscellaneous utility projects and other work being conducted by public and private entities in and around ACTA's track areas that require flagging services. The flagging costs are fully reimbursable from each of the entities to whom the services are provided. To date, RailWorks has fully expended the \$200,000 funding provided under the original and Revision No. 1 task orders. The additional \$100,000 authorization is expected to cover costs through April 2024, which is the end of the current agreement term.

**Budget Impact:**

There is no net impact to the ACTA Program Budget. These are pass-through costs that ACTA is initially required to pay, but which are subsequently fully reimbursed by the agency or entity requesting the flagging services from Railworks. ACTA utilizes the Local Agency Investment Fund (LAIF) account to pay for the services and reimburses that account when payment is received.

**Co-General Counsel Review:**

ACTA's Co-General Counsel has reviewed the proposed task order and there are no legal issues at this time.

**Transmittals:**

Transmittal 1 - Contract Task Order No. 1 – Revision 2



**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**  
**AGREEMENT NO. CO885**  
**Maintenance Agreement (Rail Corridor and Non-Rail Components)**

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**RAILWORKS TRACK SERVICES, LLC**

**Contract Task Order No. 1, Rev. 2**

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Task Order Description: **Flagging Services**

Task Order Amount: **\$300,000.00**

Effective Date: **December 8, 2022**

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Pursuant to ACTA Agreement No. 885, the terms and conditions of which are incorporated herein, Consultant is hereby authorized to proceed as directed with the work described in this Contract Task Order, as further defined in Exhibit A – Contract Task Order 1, Rev. 2 - Scope of Work, which is attached hereto and by this reference made a part hereof.

The work defined in this Contract Task Order shall be paid in accordance with the Compensation provisions of the Agreement in a total amount not to exceed Three Hundred Thousand Dollars (\$300,000.00), as defined in Exhibit B and summarized below:

Task Order No. 1	\$ 100,000.00
Revision No. 1	\$ 100,000.00
Revision No. 2	\$ <u>100,000.00</u>
<b>Total Not-to-Exceed</b>	<b>\$ 300,000.00</b>

Except as provided herein all terms and conditions of the Agreement remain unchanged. The terms and conditions of this Contract Task Order revision constitute full accord and satisfaction for all cost and time of performance related to the work described or referenced herein.

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**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

**CONSULTANT: RailWorks Track Services, LLC.**

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

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

Name/Title: Michael C. Leue, P.E., Chief Executive Officer

Name/Title: \_\_\_\_\_

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

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

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- ☐ This is an M&O reimbursable cost to the RR's.
- ☐ This is **NOT** an M&O reimbursable cost to the RR's.
- ☒ This is not M&O related work. *(Dependent on the contractor requesting the service)*



**EXHIBIT A – ACTA AGREEMENT 885**

**RAILWORKS TRACK SERVICES, LLC. – Task Order 1, Rev. 2**

**SCOPE OF WORK**

**Description of Services:**

Contractor shall provide flagging services to include all on-call flagging services for ACTA contractors and/or other third parties and their contractors whose operations require flagging. Prior to performing services, please notify an ACTA representative regarding the dates(s) and location(s).

Contractor shall submit separate monthly invoices for this extra work along with the regular monthly invoice for the Contractor's on-going Maintenance of Way services. Project numbers and/or work descriptions for the additional work shall be listed on the invoice. Contractor shall submit a status report along with the invoice indicating the percentage of the total work that has been performed during the monthly period. Flagging rates billed must be in agreement with the ACTA approved rate(s) for that period. Prevailing wage rates apply.

If a subcontractor is utilized for this work, please provide appropriate back-up from the subcontractor, as indicated in 5.7.1 of the contract. This information includes the subcontractor invoice, timesheets, etc.

It is estimated that flagging services will be required throughout the duration of the contract through April 14, 2024.

***EXHIBIT B – ACTA AGREEMENT 885***

***RAILWORKS TRACK SERVICES, LLC. – Task Order 1, Rev. 2***

***COMPENSATION DETAILS***

The total not-to-exceed amount for this Task Order is **Three Hundred Thousand Dollars (\$300,000.00)**.


# M E M O

## *Alameda Corridor Transportation Authority*

---

To: Governing Board

Meeting Date: December 8, 2022

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE Change Order No. 28 to Agreement No. E0807 with AECOM Technical Services, Inc. to extend the term one year to December 31, 2023.

---

### **Recommendation:**

Approve the proposed Change Order No. 28 to Agreement No. E0807 with AECOM Technical Services, Inc. (ATS) to extend the contract term for an additional twelve months through December 31, 2023, in order to complete the required SR-47 design support services and authorize the Chief Executive Officer or Chief Financial Officer to execute said change order.

### **Discussion:**


Construction of Segment 1 of the SR-47 Project was substantially completed in 2021, and subsequent Project closeout efforts are ongoing. Project closeout includes the ROW capital acquisition and transfer, which ACTA agreed to do on behalf of the State. Extending the contract through December 31, 2023, will allow for the completion of the acquisition of all State required ROW for the SR-47 project. The SR-47 Project was constructed under the direction of Caltrans and all project timelines, including delays, were determined by their project schedules and estimates. All costs for this project are reimbursed by Caltrans.

Agreement No. E0807 between ACTA and AECOM Technical Services, Inc. (ATS) has two separate not-to-exceed amounts for ATS services provided under two cooperative agreements between ACTA and Caltrans as described in the Background Section below. The total Board-approved not-to-exceed ATS Segment 1 contract value at this time is \$12,115,179, comprised of \$8,465,179 for services under Caltrans Agreement No. 07-4872, and \$3,650,000 for services under Caltrans Agreement No. 07-4914.

An extension to the ATS agreement through December 31, 2021, was approved at the March 2021 Board meeting to account for construction delays. A subsequent extension through December 31, 2022, was approved at the March 2022 Board meeting to account for continuing close-out of the project. If approved by the Board, the new contract end date would be extended to December 31, 2023. The contract values and all other terms will remain unchanged.

### **Background:**

Through a series of several cooperative agreements, Caltrans and ACTA have advanced the SR-47 Project from the feasibility phase through the construction phase. The SR-47 Project is comprised of two separate fully operational segments: the Segment 1 Heim Bridge Replacement connecting Ocean Boulevard with SR-103; and the Segment 2 Expressway connecting Segment 1 with Alameda Street at PCH.



Segment 1 design was a joint effort of Caltrans and ACTA, and Segment 1 construction, which is fully funded by Caltrans, was supported by ACTA. Segment 2 has been placed on indefinite hold due to funding issues and the Ports' highway and rail traffic analyses determined that Segment 2 is unnecessary.

There are two active cooperative agreements with Caltrans for the SR-47 Project. The first cooperative agreement, Agreement No. 07-4872 effective July 16, 2009, involves ACTA and Caltrans' respective responsibilities to fund, acquire right-of-way, coordinate utility relocation, and design Segment 1 and Segment 2.

In March 2011, the Board authorized ACTA to enter into the second Caltrans cooperative agreement, Agreement No. 07-4914, effective September 7, 2011, which covers ACTA's support services to Caltrans during the construction phase of Segment 1. Under this agreement, ACTA is obligated to provide design support services during construction of Segment 1 and to perform certain environmental mitigation tasks. The costs for these services are fully reimbursable to ACTA by Caltrans pursuant to this agreement.

The services provided by ACTA under both cooperative agreements are provided in large part by ACTA's consultant, AECOM Technical Services, Inc. (ATS), formerly URS Corporation, under Agreement No. E0807, as well as oversight and coordination services provided by the Alameda Corridor Engineering Team (ACET). The ATS contract value is \$23,387,750, comprised of \$12,115,179 for Segment 1 and \$11,272,571 for Segment 2. The Segment 2 costs were expended to develop concept designs for feasibility study.

**Budget Impact:**

This Change Order does not impact ACTA's Program Budget. Funding needed to complete the remaining services were previously approved by the Governing Board and will be included in the upcoming year's Program Budget.

**Co-General Counsel Review:**

ACTA's Co-General Counsel has reviewed and approved the proposed change order as to form.

**Transmittal:**

Transmittal 1 – Change Order No. 28 to ATS Agreement No. E0807

# ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

Agreement No. E0807

Design Services – Schuyler Heim Bridge Replacement SR47 Project  
Segment 1

## CHANGE ORDER NO. 28

CONSULTANT: **AECOM Technical Services, Inc. (ATS)**

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SUMMARY OF CHANGE	THE AGREEMENT DURATION IS <i>EXTENDED THROUGH DECEMBER 31, 2023</i>
	THE VALUE OF THIS AGREEMENT IS <i>UNCHANGED – NOT TO EXCEED (SEE BELOW)</i>

---

THE AGREEMENT IS MODIFIED AS FOLLOWS:

### ARTICLE 4 – TIME FOR PERFORMANCE

**Item 4.1 – Effective Date and Term** - The term of this Agreement is extended through December 31, 2023

### ARTICLE 5 - COMPENSATION

The total Compensation to be paid for satisfactory performance of the Work under this Agreement remains unchanged, and shall be paid in accordance with the provisions of Article 5 - Compensation, and shall not exceed the amounts summarized below:

<u>Description</u>		<u>Segment 1</u>	<u>Segment 2</u>	<u>Total</u>
NTE Limit		\$ 6,631,279	\$ 16,756,471	\$ 23,387,750
CO-1	Exhibit D Rev	\$ -0-	\$ -0-	\$ -0-
CO-2	Drainage mods	\$ 1,000,000	\$ <1,000,000>	\$ -0-
CO-3	Pre-Con Rec. Survey	\$ 137,000	\$ <137,000>	\$ -0- (**)
CO-3, Rev. 1	Pre-Con Rec. Survey	\$ 98,000	\$ <98,000>	\$ -0- (**)
CO-4	Construction Support	\$ 1,650,000	\$ <1,650,000>	\$ -0-
CO-5	Drainage revs.	\$ 115,000	\$ <115,000>	\$ -0- (**)
CO-5, Rev. 1	Drainage revs.	\$ 183,800	\$ <183,800>	\$ -0-
CO-6	Exhibit D Rev.	\$ -0-	\$ -0-	\$ -0-
CO-7	Exhibit D Rev.	\$ -0-	\$ -0-	\$ -0-
CO-8	Term Extension	\$ -0-	\$ -0-	\$ -0-
CO-9	Design Additions	\$ 100,000	\$ <100,000>	\$ -0- (***)
CO-10	Administrative Rev.	\$ -0-	\$ -0-	\$ -0-
CO-11	Add'l Design Additions	\$ 50,000	\$ <50,000>	\$ -0-
CO-12	Term Extension	\$ -0-	\$ -0-	\$ -0-
CO-13	Add'l Right of Way Support	\$ 100,000	\$ <100,000>	\$ -0- (****)
CO-14	Add'l Right of Way Support	\$ 50,100	\$ <50,100>	\$ -0- (****)
CO-15	Term Extension	\$ -0-	\$ -0-	\$ -0-
CO-16	Term Ext. & Exhibits C & D	\$ -0-	\$ -0-	\$ -0-
CO-17	Add'l ROW Support (Exhibit B) & Exhibits C & D	\$ -0-	\$ -0-	\$ -0-
CO-18	Term Extension	\$ -0-	\$ -0-	\$ -0-
CO-19	Add'l Construction Support	\$ 260,000	\$ <260,000>	\$ -0-
CO-20	Add'l Construction Support	\$ 250,000	\$ <250,000>	\$ -0-
CO-21	Term Extension	\$ -0-	\$ -0-	\$ -0-
CO-22	Add'l Construction Support	\$ 100,000	\$ <100,000>	\$ -0- (****)
CO-23	Add'l Construction Support	\$ 500,000	\$ <500,000>	\$ -0-

**AECOM Technical Services, Inc.**  
**Agreement No. E0807**  
**Change Order No. 28**

CO-24	Exhibit D Rev.	\$	-0-	\$	-0-	\$	-0-
CO-25	Add'l Construction Support	\$	290,000	\$	<290,000>	\$	-0-
CO-26	Add'l Construction Support	\$	600,000	\$	<600,000>	\$	-0-
CO-27	Term Extension	\$	-0-	\$	-0-	\$	-0-
CO-28	Term Extension	\$	-0-	\$	-0-	\$	-0-
Sub-Total Design (NTE):		\$	8,465,179				
Sub-Total Constr. Support (NTE):		\$	3,650,000				
<b>Total (not-to-exceed)</b>		\$	<b>12,115,179</b>	\$	<b>11,272,571 (*)</b>	\$	<b>23,387,750 (*)</b>

(\*) *When and if Segment 2 proceeds, adjustments will be made to these values as necessary.*

(\*\*) *Issued per contingency amount authority granted by the ACTA Governing Board on January 10, 2010.*

(\*\*\*) *Issued per contingency amount authority granted by the ACTA Governing Board on March 8, 2012.*

(\*\*\*\*) *Issued per contingency amount authority granted by the ACTA Governing Board on March 14, 2013.*

(\*\*\*\*\*) *Issued per contingency amount authority granted by the ACTA Governing Board on September 12, 2013.*

Except as provided herein all terms and conditions of the Agreement remain unchanged. The effective date of this Change Order shall be the date of its execution by ACTA's Chief Executive Officer or Chief Financial Officer.

<b>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY</b>	<b>CONSULTANT: AECOM Technical Services, Inc.</b>
Signature:	Signature:
Name/Title:	Name/Title:
Date Executed:	Date Accepted:
<b>ATTEST</b>	<b>ATTEST</b>
Signature:	Signature:
Name/Title:	Name/Title:
Date Executed:	Date Accepted:

APPROVED AS TO FORM


\_\_\_\_\_, 2022  
Michael N. Feuer, Los Angeles City Attorney

By \_\_\_\_\_  
Heather M. McCloskey, Deputy  
ACTA Co-General Counsel

# M E M O

## *Alameda Corridor Transportation Authority*

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To:	Governing Board
Meeting Date:	December 8, 2022
From:	Michael C. Leue, Chief Executive Officer 
Subject:	APPROVE Caltrans Service Contract 07R401 in the not to exceed amount of \$239,550 and a term of five years for Flagging Services in Support of Caltrans' Seismic Retrofit of SR91 at Compton Creek Bridge Overhead and Offramp

---

### **Recommendation:**

Approve Caltrans Service Contract 07R401 for ACTA to provide flagging services in support of Caltrans' Seismic Retrofit and replacement of a concrete barrier on SR91 at Compton Creek Bridge OH (Bridge No. 53-2235) as well as Off-Ramp Bridge OH (Bridge No. 53-2237S), with estimated costs reimbursable to ACTA in an amount not to exceed \$239,550 and authorize the Chief Executive Officer or Chief Financial Officer to execute the Agreement.

### **Discussion:**

Caltrans desires to seismically retrofit and replace joint seals and the concrete barrier on SR91 at the Compton Creek Bridge OH (Bridge No. 53-2235) as well as replace joint seals and the concrete barrier on Off-Ramp Bridge OH (Bridge No. 53-2237S), which are located over Alameda Corridor railroad tracks and Union Pacific's Patada Lead along the Alameda Corridor Subdivision in the City of Compton, Los Angeles County, California. In addition to the seismic retrofit and joint seals replacement, installation of pull boxes, conductors, and electroliers will also be performed ("Project").

Caltrans is requesting that ACTA enter into Service Contract 07R401 to enable ACTA to provide flagging services for the Project, with all associated ACTA costs to be reimbursed by Caltrans. Agreement 07R401 is provided in Transmittal 1.

### **Budget Impact:**

There will be no net impact to the ACTA Program Budget because ACTA will pay its maintenance contractor upfront for the services, which costs will then be passed through to and fully reimbursed by Caltrans. ACTA will utilize the Local Agency Investment Fund (LAIF) account to pay for the services and reimburse this account when the payments are received from Caltrans.

### **Co-General Counsel Review:**

ACTA's Co-General Counsel has reviewed and approved the proposed agreement as to form.

### **Transmittal:**

Transmittal 1 – Caltrans Service Contract 07R401



File: 07-LA-91-10.19  
EA: 30160  
Project: 0714000024  
Agreement: 07R401  
DOT: 921627E  
RMP: 10.54

**AGREEMENT  
TO SUPPORT CONSTRUCTION OF  
SEISMIC RETROFIT PROJECT  
AT COMPTON CREEK BRIDGE OVERHEAD AND OFFRAMP**

This Agreement ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California Joint Powers Authority, acting by and through its Governing Board, herein called "ACTA", and the State of California, acting by and through its DEPARTMENT OF TRANSPORTATION, herein called "State" and collectively referred to herein as "the Parties."

**RECITALS:**

- A. State desires to seismically retrofit and replace joint seals and concrete barrier on SR-91 at the Compton Creek Bridge OH (Bridge No. 53-2235) as well as replace joint seals and concrete barrier on Off-Ramp Bridge OH (Bridge No. 53-2237S) over railroad tracks owned by ACTA. Installation of pull boxes, conductors, electroliers and replacement of existing joint seals with Type B joint seals are also proposed, herein called ("Project").
- B. Railroad operations and facilities are located within the Project's limits.
- C. All work affecting rail operations and public crossings are under the jurisdiction of the California Public Utilities Commission ("CPUC") and their authorization must be obtained prior to start of the Project.
- D. In order for the Project to proceed, State and ACTA agree that to comply with the CPUC and Federal safety requirements for the Project set forth in CPUC Orders and Federal requirements 23 CFR 140I and 646, State must seek, and ACTA must provide flagging services and project oversight for the safety of ACTA and State operations.

In consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

**AGREEMENT:**

- 1. It is agreed by the Parties that ACTA, at no cost to ACTA, will provide **92 days** of flagging support and project oversight as more specifically documented in the Estimate attached hereto as Exhibit "A".
- 2. State agrees to reimburse ACTA for actual costs and expenses reasonably and necessarily incurred by ACTA in performance of required activities in connection with the Project, elect under 23 CFR 140.907 to reimburse ACTA for all direct and indirect overhead labor/construction costs using Federal additive rates and agrees to do so. ACTA's scope of



File: 07-LA-91-10.19  
EA: 30160  
Project: 0714000024  
Agreement: 07R401  
DOT: 921627E  
RMP: 10.54

work and the estimated amount of cost and expense to be incurred by ACTA in connection with the Project work are summarized in the estimate attached hereto as Exhibit "A" (the "Estimate"). Any additional work required incidental to that shown on the Estimate, but not specifically detailed thereon, may be included as part of this Agreement by written request or approval of State and ACTA. The Parties acknowledge and agree that ACTA may recalculate and update the Estimate in the event that the Effective Date is greater than six (6) months after the date of the Estimate. Application of federally approved and State accepted labor additive will apply to current or future costs incurred after the effective date of this Agreement.

3. All work to be done hereunder by ACTA shall be done by ACTA's employees or ACTA's contractor(s) on a force account basis, the cost hereof to be paid to ACTA by State in the manner herein set forth.
4. The parties hereto agree State is a qualified self-insurer.
5. All applicable portions Title 23, Code of Federal Regulations, Parts 646A, 646B and 140I are by reference incorporated herein and made a part hereof.
6. The records accounts of ACTA relating to the Project shall be open for inspection and audit by State and/or Federal Government during normal business hours at ACTA's Long Beach, California headquarters for a period of three years from the date final payment from State is received by ACTA in connection with the Project.
7. Under Federal Regulations there are no ascertainable net benefits to ACTA and there shall be no required ACTA sharing of the costs.
8. In accordance with the California Prompt Payment Act, Government Code Sections 927 et seq., all undisputed bills shall be paid within 45 days of receipt of the invoice from ACTA. In the event that State determines that any costs set forth in an invoice are not allowable, State shall deliver written notice to ACTA identifying the disputed amounts and setting forth State's reasoning as to why such amounts are not allowable, and upon ACTA's receipt of such notice, State and ACTA shall use commercially reasonable efforts to promptly resolve any such disputed amounts. The provisions of this Section 8 shall survive termination of this Agreement.

All invoices shall be sent to:

State of California Department of  
Transportation Division of Right of Way  
Attention: Railroad Agreements  
P.O. Box 948273 MS 37  
Sacramento, CA 94273-0001

File: 07-LA-91-10.19  
EA: 30160  
Project: 0714000024  
Agreement: 07R401  
DOT: 921627E  
RMP: 10.54

9. If applicable under this Agreement, State will obtain and will cause its contractor to obtain a right of entry from the City of Los Angeles Harbor Department and the City of Long Beach Harbor Department using their then current form of Contractor's Right of Entry Agreement before the start of the Project's work, and the Project will not start until all agreements and authorizations are executed
10. No alternation or variation of the terms of this Agreement shall be valid unless made by a formal amendment and executed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
11. The provisions of this Agreement are not intended to create duties or obligations or rights to third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
12. This Agreement is effective as of the Effective Date shown on the front page of this Agreement and after it is fully signed and executed by all Parties' authorized signatories. Each Party hereto represents and warrants that the person executing this Agreement on behalf of such Party has full power and authority to enter into this Agreement.
13. ACTA shall submit its bills to State on a monthly basis for actual costs ACTA incurred for work performed by ACTA or its contractors. Upon receipt of a written notice that the services described herein are no longer required or upon the expiration of this Agreement, whichever comes first, ACTA shall have 270 days to submit its final billing to State.
14. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of ACTA and upon the assigns of State.
15. This Agreement shall terminate upon completion of the work performed by ACTA pursuant to Article 1, or five years from the Effective Date of this Agreement, whichever is earlier in time.
16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

File: 07-LA-91-10.19  
EA: 30160  
Project: 0714000024  
Agreement: 07R401  
DOT: 921627E  
RMP: 10.54

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate,  
by their officers thereunto duly authorized, as of the day and year first above written.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

ALAMEDA TRANSPORTATION CORRIDOR  
AUTHORITY (ACTA)

By: \_\_\_\_\_  
TIAIRA T MOERING-HILL  
Chief, office of Railroad & Utility Relocations  
Division of Right of Way and land Surveys

By: \_\_\_\_\_  
MICHAEL C. LEUE, P.E.  
Chief Executive Officer

Recommended for Approval:

By: \_\_\_\_\_  
TERESA McNAMARA  
HQ Railroad Coordinator  
Division of Right of Way and Land Surveys

By: \_\_\_\_\_  
APPROVED AS TO FORM  
MICHAEL N. FEUER  
LOS ANGELES CITY ATTORNEY

By: \_\_\_\_\_  
MARIO ZAMORANO Jr  
Associate Right of Way Agent  
Division of Railroads

File: 07-LA-91-10.19  
EA: 30160  
Project: 0714000024  
Agreement: 07R401  
DOT: 921627E  
RMP: 10.54

## EXHIBIT "A"

### COST ESTIMATE

**Locations:** SR-91 – COMPTON, CA  
DOT#921627E  
Railroad MP 10.54

**Project:** To Seismically retrofit bridges and Upgrade Concrete Barrier

**ESTIMATE:**

Flagging 92 days @ \$960 per day x 2 flaggers \$176,640.00

Project Oversight \$15,000.00

Contingency @25% \$47,910.00


**Total =** \$239,550.00

Note: This is an estimate only. ACTA will bill on an actual cost basis.

# M E M O

## *Alameda Corridor Transportation Authority*

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To:	Governing Board
Meeting Date:	December 8, 2022
From:	Kevin L. Scott, Chief Financial Officer 
Subject:	APPROVE Cancellation of Agreement C0894 with Arctic Information Technology, Inc.

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### **Recommendation:**

Authorize the Chief Executive Officer or his designee to cancel Agreement C0894 with Arctic Information Technology, Inc. (Arctic), as the Agreement is no longer necessary because a replacement contract with Sparkrock U.S., Inc. doing business as Sparkrock ("Sparkrock") for the same accounting system services, as approved by Governing Board on October 13, 2022. If approved, the Chief Executive Officer will carry out cancellation of Agreement C0894 through written notification to Arctic pursuant to the terms of the Agreement.

### **Discussion:**

In October 2020, the Governing Board approved Agreement C0894 with Arctic Information Technology, Inc. ("Arctic") to provide and implement a new accounting system known as *Sparkrock 365*. Arctic provided initial services to implement the new accounting system with a transition to the new system by January 1, 2021. Services remaining under the contract after initial implementation included final implementation services, followed by annual maintenance and support services. The term of the agreement was for an initial five years to 2025, with one option to renew for an additional five-year period to 2030.

Although the agreement with Arctic was serving ACTA's needs, earlier this year Arctic informed ACTA that, due to a business reorientation of the firm, it would no longer provide customer support for *Sparkrock 365*. Arctic arranged to have Sparkrock, the underlying developer of *Sparkrock 365*, provide ACTA with temporary support services for the accounting system. Due to Arctic no longer supporting *Sparkrock 365*, in October 2022 the Governing Board approved an agreement with Sparkrock for continuation of the *Sparkrock 365* services. Therefore, staff recommends that the Governing Board approve cancellation of the Agreement with Arctic as the services with this firm are no longer available. Under the terms of Agreement C0894, the Board may elect to cancel the Agreement for any reason, by ACTA's CEO providing ten (10) days' advance written notice to Arctic. Formal written notice to Arctic that ACTA has elected to cancel the Agreement will allow ACTA to administratively close Agreement C0894.

### **Budget Impact:**

There is no direct impact to ACTA budget by this action.

### **Co-General Counsel Review:**

ACTA's Co-General Counsel has reviewed this board report and there are no legal issues at this time.




# M E M O

## *Alameda Corridor Transportation Authority*

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To: Governing Board

Meeting Date: December 8, 2022

From: Kevin L. Scott, Chief Financial Officer 

Subject: APPROVE the Sixth Amendment to Agreement No. C0855 with Moss Adams LLP for Financial Audit Services, adding two years to the term and increasing the compensation amount by \$205,548.

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### **Recommendation:**

Approve the proposed Sixth Amendment to Agreement No. C0855 with Moss Adams LLP (Moss Adams), for independent financial audit services, to extend the term for two years through April 30, 2025, and add \$205,548 to the contract value. Authorize the Chief Executive Officer or Chief Financial Officer to execute said amendment.

### **Discussion:**

At its April 9, 2015 meeting, the Governing Board approved an agreement with Moss Adams for financial audit services following a competitive selection process. Executed on May 1, 2015, the Agreement had an initial five-year term and total compensation amount of \$448,150. The Agreement had one five-year extension option, however the Governing Board approved only a three-year extension at its December 12, 2019 meeting. This 3-year extension set the new Agreement termination date to April 30, 2023. Amendment Nos. 1 through 5 addressed the 3-year term extension along with work assignment and compensation updates, which increased the agreement value by \$428,585 for a total Board approved compensation amount of \$876,735.

Moss Adams has successfully performed all of its audit assignments during the term of the Agreement in a professional and timely manner. Staff recommends continuing the Agreement with Moss Adams for the following reasons: 1) Moss Adams was significantly involved in reviewing the recently completed bond transactions completed in July 2022 and understands the refunding of previous bonds, whereas staff estimates that engaging a new firm would require significant additional time and expense to become familiar with these transactions; 2) ACTA has nearly completed the transfer of all remaining rights-of-way closeouts and Moss Adams has significant history in the context of these transactions, and we anticipate the remaining transfers to take place in the timeframe of the proposed term extension; 3) Moss Adams was significantly involved with the implementation of ACTA's new accounting software, providing the firm with a strong understanding of ACTA's records as they existed before and after the software transition. For these reasons, staff recommends extending the agreement without conducting a competitive selection process. Prior to the expiration of the proposed agreement, when these specific circumstances may no longer substantially benefit ACTA with the expertise and history that Moss Adams provides, staff intends to conduct a competitive selection process.

The Sixth amendment, if approved, will extend the term of the Agreement through April 30, 2025, and increase the contract value by \$205,548 for a total not to exceed compensation amount of \$1,082,283.

**Budget Impact:**

This amendment has no budget impact for the FY23 Program and Operating Budget. Future Program and Operating Budgets will include the necessary budgetary amounts to fund the required services.

**Co-General Counsel Review:**

ACTA's Co-General Counsel has reviewed and approved the proposed Amendment as to form.

**Transmittal:**

Transmittal 1 - Sixth Amendment to Agreement C0855

SIXTH AMENDMENT TO AGREEMENT NO. 855  
BETWEEN  
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY  
AND  
MOSS ADAMS LLP

THIS SIXTH AMENDMENT to Agreement No. 855 is made and entered into by the Alameda Corridor Transportation Authority ("Authority"), acting by and through its Governing Board, and MOSS ADAMS LLP ("Auditor").

WHEREAS, the Authority and Auditor entered into Agreement No. 855 commencing May 1, 2015, for services to provide financial statement audits and fiscal year single audits; and

WHEREAS, the Authority and Auditor now enter into this amendment to extend the term by two years and increase the total compensation amount by \$205,548 in order to continue the services under the Agreement; and

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section II. TERM OF AGREEMENT is amended to read:

"Section II. TERM OF AGREEMENT.

The term of this Agreement shall be deemed to have commenced as of May 1, 2015 and, subject to the provisions of Section IX, shall be for a term of ten years, expiring on April 30, 2025."

2. Section VI. PAYMENT OF FEES, Subparagraph A is amended to read:

"A. AUDITOR shall be paid for the services rendered to AUTHORITY pursuant to Section III of this Agreement at the rates and in the amounts set forth in Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3. The maximum payable under this Agreement, including reimbursable expenses, shall be One Million Eighty-Two Thousand Two Hundred Eighty-Three Dollars (\$1,082,283)."

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

Except as amended herein all remaining terms and conditions of Agreement No. 855 shall remain in full force and effect.

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**Amendment No. 6  
Agreement No. 855  
MOSS ADAMS LLP**

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Agreement No. 855 on the date to the left of their signatures.

ALAMEDA CORRIDORY  
TRANSPORTATION AUTHORITY, by  
its Governing Board

Dated: \_\_\_\_\_, 2022

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

Attest: \_\_\_\_\_  
Maria Melendres  
Board Secretary

MOSS ADAMS LLP

Dated: \_\_\_\_\_, 2022

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

\_\_\_\_\_  
(Print/type name and title)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Print/type name and title)

APPROVED AS TO FORM

\_\_\_\_\_, 2022  
MICHAEL N. FEUER, Los Angeles City Attorney

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



MOSSADAMS

**November 22, 2022**

**Mr. Kevin Scott**

*Chief Financial Officer*

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

Dear Kevin:

It's been our pleasure to work with Alameda Corridor Transportation Authority and we look forward to many more years of close partnership where we're able to serve as your advisors.

Prosperity is built on the ability to recognize opportunity—and the willingness to seize it, even with the acceleration of change and complexity. We certainly hope Alameda Corridor Transportation Authority has seen value from what we offer our clients: a rare blend of inspiration and technical excellence that helps you discover and claim the future.

We understand that the following reports will be required to be issued on an annual basis:

- Report on financial statements in conformity with generally accepted accounting principles
- Report on the fair presentation of the supplementary schedule of expenditures of federal awards
- Report on compliance and internal control over financial reporting
- Report on compliance and internal control over compliance applicable to each major federal program
- Communication with the Audit Committee

We're committed to keeping Alameda Corridor Transportation Authority a long-term and extremely satisfied client of Moss Adams. Our personal promise is to ensure you receive the best service Moss Adams is capable of providing.

Sincerely,

Matt Parsons, CPA

Partner

(949) 292-4093

[matt.parsons@mossadams.com](mailto:matt.parsons@mossadams.com)

# Fee Proposal

## 2023–2024

Service Description	2023	2024
Financial statement audit for Alameda Corridor Transportation Authority for the years ending June 30	\$81,000	\$84,240
Single audit	\$13,000	\$13,520
Attendance at your audit committee meetings, including: <ul style="list-style-type: none"> <li>Presentation of audit results</li> <li>Communication of internal control issues</li> <li>Management letter</li> </ul>	Included	
Estimated reimbursable expenses for travel, meals, and mileage	\$2,000	\$2,200
5% administrative and technology fee which includes use of technology and equipment, report processing, printing, mailing, and out-of-pocket confirmation request expenses	\$4,700	\$4,888
<b>Total</b>	<b>\$100,700</b>	<b>\$104,848</b>

## Billing Rates Standard Compared to Discounted Blended Rates by Year

Our standard hourly rates are reflected below; however, our fees will be fixed as noted above and reflect a discount from our standard rates as shown in the “discounted blended rates” section in the table below.

Staff Level	Standard Hourly Rates	Discounted Blended Rates	
		2023	2024
Partner	\$600–\$725	\$250	\$260
Senior Manager	\$400–\$600	\$250	\$260
Manager	\$300–\$400	\$250	\$260
Senior	\$250–\$300	\$250	\$260
Staff	\$200–\$250	\$250	\$260

## Schedule of Hours by Staff Level and Scope of Work

Staff Level	Planning and Controls	Substantive Procedures	Reporting	Single Audit	Total
Partner	8	4	8	4	24
Senior Manager /Manager	14	30	15	8	67
Senior	22	95	8	20	145
Staff	21	95	4	20	140
<b>Total</b>	<b>65</b>	<b>224</b>	<b>35</b>	<b>52</b>	<b>376</b>

## FEE DETAILS


Subject	The Details
Progress Billing	Progress billings are based on hours and expenses completed at the time of billing. Bills are due upon receipt. We reserve the right to charge interest on accounts over 30 days past due.
Expenses	Our engagement letter will provide an estimate of the expenses for the services to be provided. Direct travel expenses will be billed monthly as incurred. As noted in the fee estimate above, Moss Adams will include a standard 5% administrative and technology fee as part of standard expenses on all engagements. This fee covers certain costs that some firms bill separately, including report processing charges, confirmation fees, filing fees, technology fees, and administrative billable time.
Cost Overruns	During the course of the audit, we'll measure our progress against our planned budget. If situations arise that are significantly different than our expectations, we'll bring them to your attention immediately and discuss various options before we proceed. We'll meet weekly during the course of fieldwork with the appropriate parties to ensure there are open lines of communication between our organizations.
Future New Audit, Review, and Accounting Standards	Our fee estimate discussed herein is based on accounting and professional standards that exist and are applicable as of the date of this proposal. To the extent that future rulemaking activities require modification to our audit approach, procedures, scope of work, etc., we'll advise you of such changes and the impact on our fee proposal. If we're unable to agree on the additional fees, if any, that may be required to implement any new accounting, auditing, and review standards that are required to be adopted and applied as part of our engagement, we reserve the right to withdraw from the engagement, regardless of the stage of completion.
Routine Phone Calls and Emails	Our policy is to not charge for short telephone calls seeking miscellaneous advice unless those consultations require significant additional work or research. If a matter requires further follow-up, we'll discuss a fee estimate with you before incurring significant time.

Subject	The Details
Research and Consultation	If we're requested to provide significant research or consultation service, we'll estimate the number of hours necessary to provide the requested services. We'll then provide a fee quote for your approval before commencing any work. Our fees for these services are generally at our standard billing rates.
Single Audit	Our fee estimate for the single audit is based on the assumption that you'll have one major program for fiscal years ending June 30, 2022-2023 and that there may be more major programs in each subsequent fiscal year. If additional major programs are required to be audited, we estimate the additional cost at \$10,000 per major program.
Audit Preparation	Our proposed fees are based on the presumption that your books and records will be ready for audit and minimal audit adjustments will be required. If accounting assistance is required to reconcile accounts, we'll discuss the issues with you, and additional fees will be billed separately, at our standard rates. Additionally, our fee quote assumes that we won't identify any audit findings, including significant deficiencies or material weaknesses. If potential audit findings are identified, costs for investigating and reporting them will be in addition to our audit fees.

# M E M O

## *Alameda Corridor Transportation Authority*

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To:	Governing Board
Meeting Date:	December 8, 2022
From:	Kevin L. Scott, Chief Financial Officer 
Subject:	APPROVE the Second Amendment to Agreement No. C0864 with BCA Watson Rice – Western Region, LLP for Internal Audit Services, adding two years to the term and increasing the compensation amount by \$153,111

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### **Recommendation:**

Approve the proposed Second Amendment to Agreement No. C0864 with BCA Watson Rice – Western Region, LLP (BCA), for internal audit services, to extend the term for two years through June 30, 2025 and add \$153,111 to the contract value. Authorize the Chief Executive Officer or Chief Financial Officer to execute said amendment.

### **Discussion:**

At its April 13, 2017 meeting, the Governing Board approved a new internal audit services agreement with BCA following a competitive selection process. Effective July 1, 2017, the Agreement had an initial three-year with one 3-year extension option, if approved by the Governing Board, and an initial compensation amount of \$200,000. At its November 15, 2019 meeting the Governing Board approved the three-year option, extending the term to June 30, 2023 and the Governing Board also increased the compensation amount by \$250,000, for a total not to exceed contract amount of \$450,000.

ACTA's internal audit work includes auditing the invoices and supporting records of: 1) the four joint venture partner firms comprising the Alameda Corridor Engineering Team (ACET), and 2) ACTA's maintenance contractor, RailWorks. An annual Audit Plan is approved each year by ACTA's Audit Committee, which defines the work for BCA to complete for the following fiscal year.

BCA has successfully performed all its audit assignments over the last five and half years in a professional and timely manner. Since the ACET contract and the RailWorks contract are due to expire in the next two years, it would be unproductive for a new audit firm to learn all the background that BCA can readily apply to this year's audits and to contract close-out efforts that may be required. BCA's knowledge and understanding of the four ACET joint venture partners firms' financial records and documents, and their knowledge and understanding of RailWorks' financial and accounting processes would enable the audits to be completed efficiently and effectively. The learning curve to bring on a new auditor will likely result in higher cost, audit inefficiencies, and more time commitment from ACTA accounting personnel to support the audits. Furthermore, the four ACET contractors and RailWorks are familiar with BCA's audit process. Therefore, staff recommends a two-year extension to agreement C0864 without a competitive selection process so that BCA may efficiently conduct current and final audits of the ACET firms and RailWorks.

The Second Amendment, if approved, will extend the term through June 30, 2025, and increase the contract value by \$153,111 for a total not to exceed amount of \$603,111.

**Budget Impact:**

The proposed Second Amendment will have no budget impact for the FY23 Program and Operating Budget. Future Program and Operating Budgets will include the necessary budgetary amounts to fund the required services.

**Co-General Counsel Review:**

ACTA's Co-General Counsel has reviewed and approved the proposed Amendment as to form.

**Transmittal:**

Transmittal 1 - Second Amendment to Agreement C0864

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

THIS SECOND 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 extend the term by two years and increase the total compensation amount by \$153,111 in order to continue the services under the Agreement;

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. Article 4. TERM OF AGREEMENT is amended to read:

"Article 4. TERM OF AGREEMENT.

The effective date of this Agreement shall be July 1, 2017, and subject to the provisions of Article 12, shall continue in full force and effect for a period of eight (8) years expiring on June 30, 2025."

2. 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 Three Thousand One Hundred Eleven Dollars (\$603,111), 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."

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



**Amendment No. 2**  
**Agreement No. 864**  
**BCA WATSON RICE, WESTERN REGION, LLP**

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.

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

ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY, by  
its Governing Board

Dated: \_\_\_\_\_, 2022

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

Attest: \_\_\_\_\_  
Maria Melendres  
Board Secretary

BCA WATSON RICE,  
WESTERN REGION, LLP

Dated: \_\_\_\_\_, 2022

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

\_\_\_\_\_  
(Print/type name and title)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Print/type name and title)

APPROVED AS TO FORM

\_\_\_\_\_, 2022  
MICHAEL N. FEUER, Los Angeles City Attorney

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

## EXHIBIT A-1

### Compensation, Rates and Fees

#### July 1, 2023 – June 30, 2024

Engagement	Contract - Timeframe	Estimated Date Completion of Fieldwork	Estimated Hours	Estimated Budget
ACET - AECOM	C0027 - FY 06/30/2022	Apr-24	120	13,310
ACET - Moffat & Nichol	C0027 - FY 12/31/2022	Feb-24	120	13,310
ACET - JGM	C0027 - CY 12/31/2022	Apr-24	120	13,310
ACET - TELACU	C0027 - CY 12/31/2022	Feb-24	120	13,310
RailWorks, LLC.	C0885 - CY 12/31/2023	Jun-24	200	22,183
			680	\$75,423

**Note:** For the list of proposed procedures, please refer to the **Agreed-upon Procedures** below.

#### Agreed-upon Procedures on Verification of Billings by ACTA Contractors

- I. Test at least 20% of the direct labor costs billed by the contractor to ACTA by performing the following procedures:
  - Agreed labor hours billed to timesheets.
  - Agreed labor rates billed to rates authorized per Contract.
  - Agreed labor rates billed to actual labor rates per payroll registers.
  - Verified mathematical accuracy of extensions and footings.
  - Agreed labor hours per timesheets to the corresponding payroll register (for maintenance contractor only)
    - \* For maintenance contractor only, the coverage will depend on the results of risk assessment which will be approved by ACTA.

Determine over- or under- billing of indirect expenses by obtaining the actual overhead rate for year of audit and compared to the provisional rates used for billing. For contractors with agreed overhead ceiling, actual overhead rates cannot exceed the overhead rate cap.
- II. For contractors with overhead rates audited by independent CPA firms, verify whether the audit was done in accordance with FAR Part 31.
- III. Test at least 50% of the Other Direct Costs ("ODC") by agreeing amounts billed to supporting documentations and verifying allowability per Contract provisions and Subpart 31.2 of the FAR.
  - \* For maintenance contractor only, coverage will depend on the results of risk assessment which will be approved by ACTA. See additional procedures below.
- IV. Calculate the total amount of over- or under-billing by the contractor.

**Additional procedures for Railworks, LLC. maintenance contractor audit only:**

1. Conduct a risk assessment of contractor's billing process as it relates to ACTA project by performing the following procedures:
  - Update the understanding of contractor's billing process thru 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 billing process.
  - Identify areas posing significant risk in billing ACTA.
  - Determine the samples sizes for test of direct and other direct costs based on the results of risk assessment.
  - Report the results of the risk assessment review.
2. Errors noted in the review of invoices will be extrapolated and included in the report.

## EXHIBIT A-2

### Compensation, Rates and Fees

#### July 1, 2024 – June 30, 2025

Engagement	Contract - Timeframe	Estimated Date Completion of Fieldwork	Estimated Hours	Estimated Budget
ACET - AECOM	C0027 - FY 06/30/2022	Apr-25	120	13,710
ACET - Moffat & Nichol	C0027 - FY 12/31/2022	Feb-25	120	13,710
ACET - JGM	C0027 - CY 12/31/2022	Apr-25	120	13,710
ACET - TELACU	C0027 - CY 12/31/2022	Feb-25	120	13,710
RailWorks, LLC.	C0885 - CY 12/31/2023	Jun-25	200	22,848
			680	\$77,688

**Note:** For the list of proposed procedures, please refer to the **Agreed-upon Procedures** below.

#### Agreed-upon Procedures on Verification of Billings by ACTA Contractors

I. Test at least 20% of the direct labor costs billed by the contractor to ACTA by performing the following procedures:

- Agreed labor hours billed to timesheets.
- Agreed labor rates billed to rates authorized per Contract.
- Agreed labor rates billed to actual labor rates per payroll registers.
- Verified mathematical accuracy of extensions and footings.
- Agreed labor hours per timesheets to the corresponding payroll register (for maintenance contractor only)
  - \* For maintenance contractor only, the coverage will depend on the results of risk assessment which will be approved by ACTA.

Determine over- or under- billing of indirect expenses by obtaining the actual overhead rate for year of audit and compared to the provisional rates used for billing. For contractors with agreed overhead ceiling, actual overhead rates cannot exceed the overhead rate cap.

II. For contractors with overhead rates audited by independent CPA firms, verify whether the audit was done in accordance with FAR Part 31.

III. Test at least 50% of the Other Direct Costs ("ODC") by agreeing amounts billed to supporting documentations and verifying allowability per Contract provisions and Subpart 31.2 of the FAR.

- \* For maintenance contractor only, our coverage will depend on the results of risk assessment which will be approved by ACTA. See additional procedures below.

IV. Calculate the total amount of over- or under-billing by the contractor.

**Additional procedures for Railworks, LLC maintenance contractor audit only:**

1. Conduct a risk assessment of contractor's billing process as it relates to ACTA project by performing the following procedures:
  - Update the understanding of contractor's billing process thru 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 billing process.
  - Identify areas posing significant risk in billing ACTA.
  - Determine the samples sizes for test of direct and other direct costs based on the results of risk assessment.
  - Report the results of the risk assessment review.
2. Errors noted in the review of invoices will be extrapolated and included in the report.