

SECOND AMENDMENT
TO AGREEMENT NO. M0899
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND
UNION PACIFIC RAILROAD COMPANY

THIS SECOND AMENDMENT to Agreement No. M0899 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and Union Pacific Railroad Company ("Union Pacific") as follows:

1. Section II, Union Pacific Reimbursement of ACTA Costs, Paragraph 2 is hereby removed and replaced in its entirety, as follows:

"2. The total estimated budget for ACTA's Work as set forth in Exhibit B-2, and the maximum payable amount under this Agreement, is Two Million One Hundred Fifty Thousand Dollars (\$2,150,000)."

2. Section II, Union Pacific Reimbursement of ACTA Costs, Paragraph 3 is hereby removed from the Agreement.

3. Section IV, Effective Date and Term, Paragraph 2 is hereby removed and replaced in its entirety, as follows:

"2. This Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until three (3) years have lapsed from the effective date of this Agreement."

4. Section IV, Paragraph 6, Amendments and Modifications, is hereby removed and replaced in its entirety, as follows (including a paragraph numbering correction):

"7. Amendments and Modifications: The terms of this Agreement may be modified only by written amendment approved by the Parties, subject to all applicable approval processes required by either Party."

5. Section IV, Paragraph 7, Counterparts, is administratively corrected to be numbered as paragraph number 8.

6. Exhibit B-1, "Amendment 1 to Scope of Work and Budget for Construction Related Activities for ACTA's Work" is hereby removed and replaced in its entirety with Exhibit B-2, "Amendment 2 to Schedule, Scope of Work and Budget for Construction Related Activities for ACTA's Work"

Except as amended herein, all remaining terms and conditions of Agreement No. M0899 shall remain in full force and effect.

Amendment 2
Agreement No. M0899
Union Pacific Railroad Company

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

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. M0899 on the date to the left of their signatures:

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

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

Attest: _____
Secretary

UNION PACIFIC RAILROAD
COMPANY

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

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

EXHIBIT B-2

Alameda Corridor Transportation Authority

Amendment 2 to Schedule, Scope of Work and Budget for Construction Related Activities for ACTA's Work

PROJECT: Dolores Yard Crossover Project

SCHEDULE:

ACTA Engineering	
Administration	Effective date through end of term.
Railworks Construction	
	Resumption of Construction through end of term.
Pacific Railway Enterprises, Inc.	
	Resumption of Construction through end of term.

SCOPE:

The revised Pacific Railway Enterprise, Inc. Highball Signal, Inc. and Railway Track Services LLC estimates include the cost of additional signal field support, completion of all signal work, test and commission CP's Thenard, Long beach and Sepulveda, flagging, and re-mobilizing once project resumes to complete the Signal and Trackwork for the Project. Increase Administration costs equal 5% of Amendment 2 increase.

ESTIMATE:

ACTA Engineering		
Pre-construction Design Review	\$	20,000.00
Construction Closeout Approval	\$	25,000.00
Administration (contract management, accounts payable)	\$	40,000.00
Railworks Labor, Materials and Equipment		
Flagging & Construction ³	\$	275,498.84
Weld Kits	\$	4,125.00
Rental Equipment	\$	29,900.00
Equipment Operator to Assist Highball Signal with Relocation & Installation of Signal Bungalow	\$	12,753.40
Railworks Subcontractors		
Hutcher (Concrete Panel Hoisting Services)	\$	105,000.00
Surfacing Crew for Turnout Installation (1 day Travel 2 days Tamp)	\$	26,276.25
Highball Signal, Inc. ¹	\$	1,249,187.82
Fencing & Traffic Control (allowance for services as needed)	\$	50,000.00
Pacific Railway Enterprises, Inc.		
Final Signal Design for the various Control Points and Software Development ²	\$	311,754.58
Construction Estimate Total		\$ 2,149,495.89

¹ Per Amendment 2 the costs increase, \$308,400.00, is due to having to correct factory bungalow discrepancies for Thenard C house, having to pickup material that was supposed to be delivered by UPRR from Colton and Santa Fe UPRR yards numerous times, required the use of their own flagger when others should have provided one to avoid further delays, provided their own equipment operator to dig in conduit periodically when others were not available to assist, extensive Train delays due to coordination with two (2) dispatchers due to territory jurisdiction and having to partially install signal equipment and returning at a later date to complete when missing or delayed material was received.

² Per Amendment 2, the cost increase, \$80,126.00, is due to increased field support to test and commission CP Thenard, CP Long Beach and CP Sepulveda.

³ Per Amendment 2, the cost increase, \$79,000.00, is due to the high flagging demand by Highball Signal and the UPRR's contractor on days that RailWorks was not scheduled to flag. Due to the long project delay, RailWorks had to demobilize and re-assign their work force which was scheduled to remove the No. 14 turnout and build the straight section of track, re-ballast, distress and surface the new section of track. This will require work to start on a Friday to prep the area, all materials and continue through Sunday night. Saturday, OT & DT work, will include a day and night shift and Sunday, DT work, will be used to complete any remaining work, pickup excess material and clean up the site.