

AGREEMENT NO. R0919

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
CITY OF COMPTON

This AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority acting by and through its Governing Board ("ACTA"), and the CITY OF COMPTON, a California municipal corporation, 205 South Willowbrook Avenue, Compton, California 90220 (hereinafter "City").

WHEREAS, City intends to perform maintenance and repair on an Artesia Boulevard bridge spanning over the Alameda Corridor Right-of-Way ("Project"); and

WHEREAS, City requires ACTA's assistance for project oversight, engineering review of design plans and erection plans of temporary structures needed to complete the Project; and

WHEREAS, in order to ensure that the Project is constructed safely and to limit impacts on corridor rail operations, ACTA agrees to perform certain services as set forth herein ("ACTA Work"); and

WHEREAS, ACTA and City desire to execute this Agreement providing the terms and conditions pursuant to which ACTA will complete the ACTA Work and City will reimburse ACTA for the costs and expenses associated with such work;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Work to be Completed by ACTA

1. ACTA and its contractors shall complete ACTA's Work on the Project as set forth in Exhibit A, attached hereto.

2. A detailed Schedule, Budget Estimate and Rates for ACTA's Work is set forth in Exhibit B, attached hereto.

3. As set forth below ACTA shall perform ACTA's Work by its own forces and its contractors (including ACET and RailWorks Track Services, LLC and its authorized subcontractors).

a) The Parties agree that no notice to proceed from City shall be required before ACTA may begin pre-construction design review.

b) City shall provide written notice to ACTA prior to City starting its

construction work on the Project so that ACTA may proceed with final design review and approval.

c) City shall provide written notice to ACTA whenever City or its contractors require access to corridor property so that ACTA may provide flagging services.

II. City Reimbursement of ACTA Costs

1. As detailed in Exhibit B, City shall reimburse ACTA one hundred percent (100%) of the actual costs and expenses incurred by ACTA with respect to ACTA's Work.

2. The total estimated budget for ACTA's Work as set forth in Exhibit B is Seventeen Thousand Two Hundred Fifty Dollars (\$17,250). Any increase in the estimated budget for ACTA's Work shall be evidenced by a revised exhibit in the manner set forth in Paragraph 3 of this Section.

3. During the term of this Agreement, ACTA shall provide City with periodic updates (but no less than monthly) with respect to any anticipated or proposed changes to the budget. Any revised cost estimates exceeding 10% of the then current budget shall be agreed upon by ACTA's Chief Executive Officer and City and added as an exhibit to this Agreement. Such exhibits shall be labeled as "Exhibit B-1" (and so on numerically), dated, and added to Exhibit B of this Agreement. Such revised exhibit(s) shall not otherwise require a written amendment to this Agreement, except however, a written amendment will be required if and when the total budget increase exceeds 50% of the original budget set forth in Paragraph 2 of this Section (i.e., total budget increase exceeding \$8,625).

4. The maximum payable under this Agreement shall be Twenty-Five Thousand Eight Hundred Seventy-Five Dollars (\$25,875).

5. On a monthly basis, ACTA shall submit invoice(s) and supporting documentation of ACTA's Work completed in the prior month, along with subcontractor invoices received during that prior month, to City for reimbursement. The invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of ACTA's Work that were completed during the invoicing period.

6. Within forty-five (45) days of receipt of any invoice from ACTA, City shall tender payment in full to ACTA, following payment instructions provided by ACTA.

7. ACTA shall submit a final reconciled invoice to City within 180 days after the completion of ACTA's Work. The final billing shall be in the form of an itemized statement of the total costs for ACTA's Work. Within 45 days after receipt of the final reconciled invoice, City shall pay ACTA all amounts evidenced by such invoice in full.

III. Indemnification and Insurance

A. Indemnification

City shall indemnify, defend (using counsel approved by ACTA) and hold harmless: (a) ACTA; (b) the City of Los Angeles Harbor Department; (c) the City of Long Beach Harbor Department; (d) the Railroads; and (e) each of their respective commissions or boards, employees and agents (collectively, "Indemnified Parties") from and against any and all actions, suits, proceedings, claims, demands, damages, loss, liens, costs (including court costs and attorneys' fees including the allocated cost of in-house counsel), expenses or liabilities, of any kind or nature whatsoever, for injury to or death of persons or damage to property, including property owned by or under the care and custody of ACTA, which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, and arising from or attributable to or caused by any acts or omissions of City or any of the Indemnified Parties relating to or arising out of City's work under the Agreement, or by reason of any actual or asserted failure of City to keep, observe or perform any provision of this Agreement, except to the extent that such injury, death or damage is caused by the active negligence or willful misconduct of the Indemnified Parties or any of them. The indemnity required herein shall survive the revocation, termination or expiration of this Agreement.

B. Insurance

1. General Provisions

The required insurance and the documents provided as evidence thereof shall be in the name of the City and shall be provided as a condition precedent to the effectiveness of this Agreement. If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below. The exact structure and layering of the coverage shall be left to the discretion of the City. However, any excess or umbrella policies used to meet limits shall be at least as broad as the underlying coverages and shall otherwise "follow form". Package policies which contain more than a single coverage type and share primary per occurrence and/or aggregate limits are not permitted. Insurance coverage that requires ACTA to tender any claim or suit to its own insurer(s) or make its own insurance coverage available for any reason is not permitted. The full policy limits and scope of protection shall apply to the additional insureds as required below even if they exceed the minimum insurance requirements specified herein.

2. Commercial General Liability

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than two million dollars (\$2,000,000) per occurrence for all coverage provided and four million dollars (\$4,000,000) general aggregate. The policy shall not limit coverage for the additional insured to "ongoing operations" or in any way exclude coverage for completed

operations. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims, and defense costs shall be excess of limits. If City is using Subcontractors the policy must include work performed "by or on behalf" of City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to ACTA or any employee or agent of ACTA. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of the City, require ACTA to tender defense or indemnity to its insurer(s) or make its own insurance available, or contain any other exclusion contrary to the Agreement.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Agreement with ACTA and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Coverage shall be provided for property damage or bodily injury that occurs on or within fifty feet of railroad property using ISO CG 24 17 (10 01) or its equivalent.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, the City of Los Angeles Harbor Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the City, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: Policies shall be endorsed to reflect that no cancellation or material modification of the coverage provided shall be effective until written notice has been given to ACTA at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

3. Business Automobile Insurance

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). Limit shall be no less than one million dollars (\$1,000,000) combined single limit per accident. Coverage shall

apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to ACTA or any employee or agent of ACTA. If City does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this Agreement.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, the City of Los Angeles Harbor Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the City, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: Policies shall be endorsed to reflect that no cancellation or material modification of the coverage provided shall be effective until written notice has been given to ACTA at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Contractors' Pollution Liability Insurance

Contractors' Pollution Liability insurance shall be provided on a Contractors Pollution Liability policy form or other policy form acceptable to ACTA providing coverage for liability caused by pollution conditions arising out of the operations of the City. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to ACTA or any employee or agent of ACTA.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Agreement with ACTA and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, the City of Los Angeles Harbor Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: Policies shall be endorsed to reflect that no cancellation or material modification of the coverage provided shall be effective until written notice has been given to ACTA at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Workers' Compensation

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against ACTA, the City of Los Angeles Harbor Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents.

Cancellation: Policies shall be endorsed to reflect that no cancellation or material modification of the coverage provided shall be effective until written notice has been given to ACTA at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

6. Waiver of Right of Recovery

City hereby waives any right of recovery against the Indemnitees and agrees to obtain from its insurers a waiver of any right of recovery against the Indemnitees.

7. Deductible/Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by ACTA's Chief Executive Officer and shall protect ACTA, the City of Los Angeles Harbor

Department, the City of Long Beach Harbor Department, Burlington Northern Santa Fe Railroad, and Union Pacific Railroad Company, and their commissions or boards, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with ACTA insurance guidelines.

8. Changes to Coverage Requirements

ACTA reserves the right at any time during the term of this Agreement to change and types of insurance required by giving the City sixty (60) days advance written notice of such change. Any type of insurance or any increase of policy limits not described in this Agreement that City requires for its own protection or is required by statute shall be at its own expense.

9. Evidence of Insurance

The City, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies containing the terms and conditions required by this contract to ACTA for approval as to sufficiency and form.

Insurance evidence as required herein shall be maintained until the date of Final Completion of the Project, unless otherwise set forth in the Agreement.

At least thirty (30) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with ACTA. If such coverage is cancelled or reduced, City shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with ACTA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

10. Failure to Maintain Coverage

City agrees to maintain the insurance coverage as required by this Agreement at all times. In the event that the City's Work is suspended for failure to maintain required insurance coverage, the City shall not be entitled to an extension of time for completion of the Work or delay damages resulting from the suspension.

11. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:-VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with ACTA insurance guidelines.

12. Contractual Liability

The coverage provided shall apply to the obligations assumed by the City under the indemnity provisions of this Agreement but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

IV. Effective Date, Term and Termination

1. The effective date of this Agreement shall be the date of its execution by ACTA's CEO upon authorization of the ACTA Governing Board.

2. This Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until one (1) year has lapsed from the effective date of this Agreement.

3. Either Party may terminate this Agreement for any reason upon giving to the other Party ten (10) days' notice in writing of its election to cancel and terminate this Agreement. ACTA shall be entitled to reimbursement for expenses incurred for services provided in accordance with this Agreement as of the date the ten days' notice period ends ("Date of Termination"). ACTA shall determine the amount of reimbursement due from City for services provided up to the Date of Termination. In the event that City terminates this Agreement, City and its subcontractors shall not access corridor property after the Date of Termination and all work on the Project shall cease.

IV. Miscellaneous Provisions

1. Notices: Any Notice to be given by each Party to the other shall be in writing and delivered in person or by United States Mail, registered or certified, postage prepaid, return receipt requested, addressed to the Party for whom intended, as follows:

To ACTA:

Alameda Corridor Transportation Authority
ATTN: Michael C. Leue, P.E. CEO
3760 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

To City:

City of Compton
ATTN: John D. Strickland, Project Manager
205 South Willowbrook Avenue
Compton, CA 90220

2. Force Majeure: The performance of the obligations of the Parties under this Agreement except for the payment of monies owed, shall be excused while, and to the extent that, a Party is prevented from complying therewith, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state or municipal law; by any rule, regulation or order of a governmental agency, by inability to secure equipment and materials; or any other cause or causes beyond the reasonable control of that Party. Neither Party shall be required, against their respective wills to adjust or settle any labor dispute in order to meet any obligation imposed hereunder.

3. Interpretation: Neither this Agreement nor any provision hereof shall be interpreted for or against either Party on the basis that said party drafted the provision in question, nor on the basis of a previous draft or drafts of the provision in question.

4. Successors and Assigns: This Agreement and all of its terms, provisions, covenants and conditions, except as otherwise expressly provided in this Agreement, shall inure to the benefit of and be binding upon the personal representatives, successors and assignees of the Parties hereto.

5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules, and principles of such State. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

6. Amendments and Modifications: Other than as set forth in Section II, Paragraph 3, 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.

7. Counterparts: This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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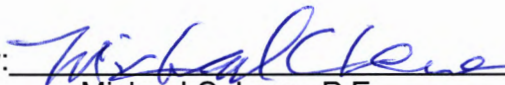
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.


ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: 10/23/23

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


APPROVED AS TO FORM

October 16, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

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

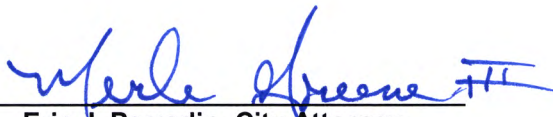
Date: 10/4/23

CITY OF COMPTON

By: 
Name: Jerome Grooms
Title: City Manager

Agreement Between the Alameda Corridor Transportation Authority and the City of Compton

Approved as to form:

By 
Eric J. Perrodin, City Attorney

Dated: 9/28/23

ATTEST:

By 
Vernell McDaniel, City Clerk

Dated: 10/04/23





Exhibit A

Scope of Work

The Project consists of the City of Compton replacing the damaged easternmost span on the Artesia Blvd. Bridge that was damaged by fire in December 2020 ("Project"). The existing damaged span will be demolished and replaced with a new span. See Attachment 1 for a map of the Project Location.

As part of the City of Compton's Project, ACTA will provide project design review for work located on the Alameda Corridor Right-of-Way. ACTA's services will include reviewing design plans and calculations of temporary and permanent structures for the Project.

The engineering design review services will be provided pursuant to ACTA's Alameda Corridor Engineering Team (ACET) Agreement, applying the rates in effect when services are provided. The City of Compton agrees that ACTA shall have sole authority to select the ACET engineers who will provide the design review services for the Project.

EXHIBIT A - ATTACHMENT 1

PROJECT LOCATION

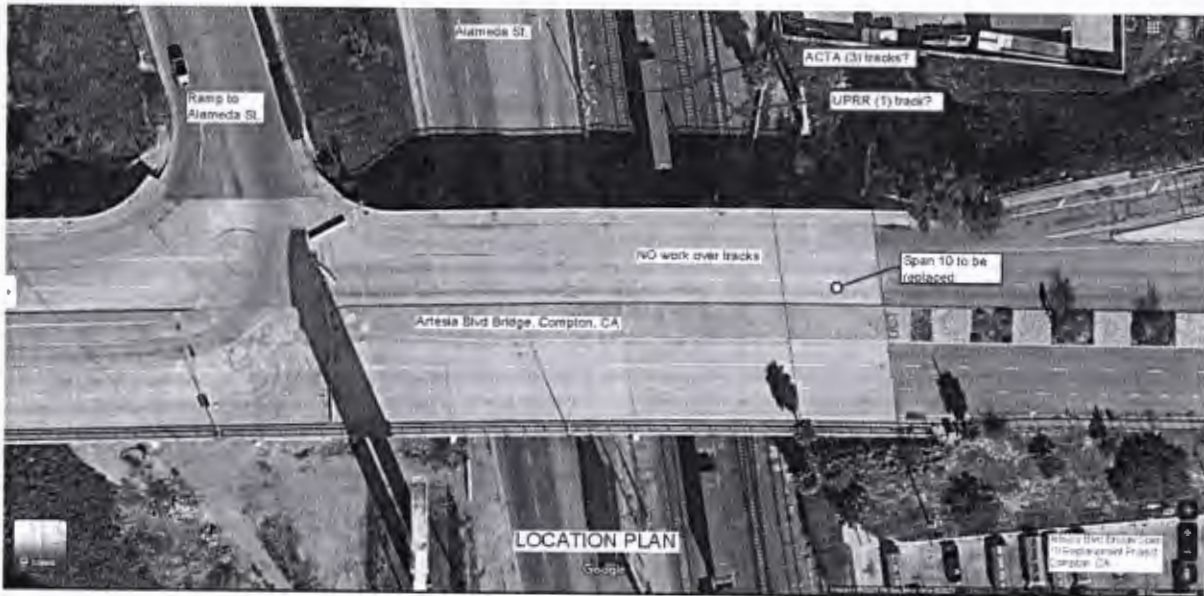
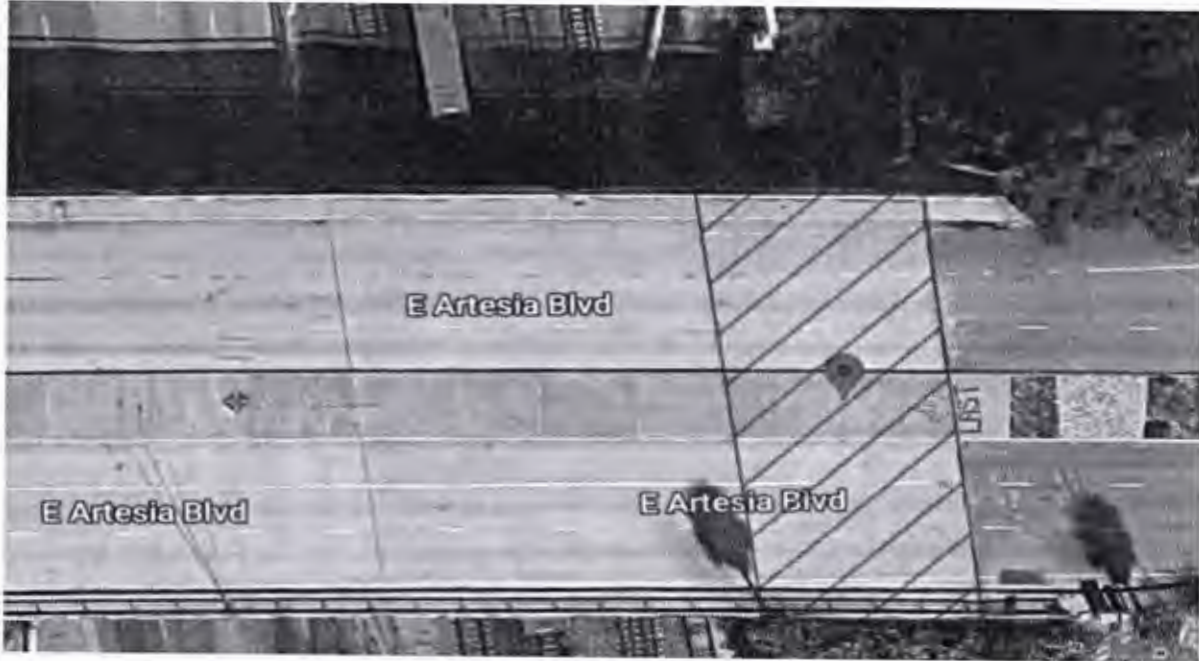


EXHIBIT B

SCHEDULE, BUDGET ESTIMATE AND RATES

City of Compton Artesia Boulevard Bridge Repair Project
Support Services Provided by ACTA
September 2023 through September 2024

Scope of Work	Estimated Budget
Design Review	\$15,000
Administrative Overhead (15%)	<u>\$ 2,250</u>
Total Estimated Budget	\$17,250

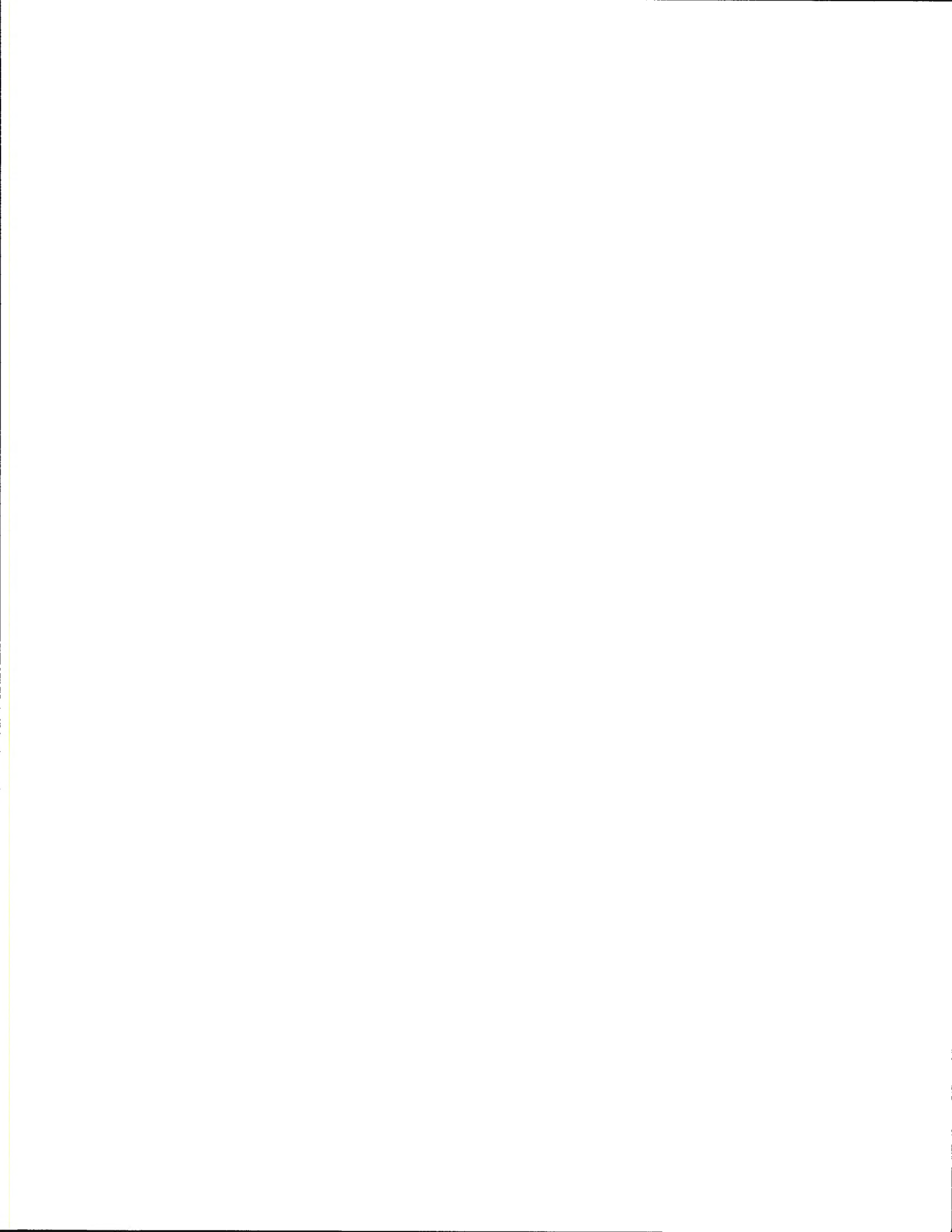
Design review services will be provided by ACTA through its agreement with the Alameda Corridor Engineering team (ACET), at the following job position and rates:

<u>Position</u>	<u>Fully Burdened Rate</u>
Engineer	\$ 207.25 - \$ 347.97

Note: ACET's fully burdened rates include Direct Salaries & Wages, Indirect Expenses, and a 10% Labor Fixed Fee.

ACET's rates are subject to change upon ACTA providing written notice to the City of Compton of such changes.

City of Compton shall request ACTA's support services in writing with a brief description of the proposed work to Jorge Pantoja at pantoja@trenchteam.com not less than fourteen (14) calendar days prior to work beginning and specify the type of services required and a need by date. Along with the service request, a schedule of the proposed work duration, a contact name, email and phone number shall be provided.



RESOLUTION NO. 25,909

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2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING
3 THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2023-2024 FISCAL YEAR
4 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
5 AGREEMENT WITH THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
6 AND THE CITY OF COMPTON AND ISSUE A PURCHASE ORDER (\$25,875).

7 **WHEREAS**, adoption of this resolution will amend the Public Works Engineering
8 Department's fiscal year budget and authorize the City Manager to enter into an
9 Agreement with the Alameda Corridor Transportation Authority (ACTA) and the City of
10 Compton and issue a purchase order in the amount of Twenty Five Thousand Eight
11 Hundred Seventy Five Dollars (\$25,875); and

12 **WHEREAS**, the Artesia Boulevard Overhead (State Bridge No. 53C1744, LA
13 County Bridge No. 2446) carries Artesia Boulevard over the Alameda Railroad Corridor,
14 Alameda Street, and Compton Creek; and

15 **WHEREAS**, the bridge was constructed in 1956 and is approximately 100 feet
16 wide, and includes 10 spans of varying length for a total bridge length of 718'; and

17 **WHEREAS**, the bridge superstructure is comprised of steel girders with a cast-
18 in-place concrete deck and as of the June 2019 Bridge Inspection Report, the bridge
19 was flagged as Structurally Deficient with a Sufficiency Rating of 38.0 out of 100; and

20 **WHEREAS**, on December 18, 2020, fire damage was reported at Span 10, the
21 easternmost span of the bridge and subsequently, the bridge was closed to traffic and
22 inspected by the Los Angeles County Public Works and the City of Compton Public
23 Works staff; and

24 **WHEREAS**, steel girders exhibited significant distortion as a result of fire, and
25 an April 2021 load analysis concluded that the structure's remaining strength is
26 sufficient to carry only the structure's self-weight; and

27 **WHEREAS**, additional live loads (vehicular and pedestrian traffic) were
28 prohibited on the bridge and because most of the steel girder members are severely
29 deformed and connections have been compromised, repairing the girders was not
30 deemed feasible and the preferred repair solution is to replace Span 10; and

31 **WHEREAS**, to re-open the bridge to traffic, the load rating report recommended
32 replacement of the entire superstructure in-kind (concrete deck on steel girders) at Span
10, along with replacement of bearings at the supports, concrete spall repairs of
substructures at Bent 10 and Abutment 11, and repair and backfill of the eroded
embankment at Abutment 11; and

WHEREAS, on October 11, 2022, pursuant to Resolution No. 25,737, City
Council authorized the City Manager to enter into a professional services agreement
with Biggs Cardosa Associates, Inc. to provide professional Design Engineering
Services for the Artesia Bridge and the design portion of the project was completed on
July 27, 2023; and

WHEREAS, the proposed work will be performed in accordance with the plans,
specifications and other contract documents as specified herein and shall consist of the
following general work descriptions: survey of existing bridge; protection of utilities,
coordination with utility companies and railroads; demolition of existing eastern span of
existing bridge including possible lead and asbestos; surface repair of existing
substructures; new bearings and steel girders; concrete bridge deck, median, sidewalk,
curb; salvage and reset existing steel rail; deck joints; and traffic control; and

WHEREAS, the project location is on Artesia Boulevard over Alameda Street
and the Union Pacific Railroad and Alameda Corridor Transportation Authority right-of-
ways; and

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WHEREAS, the City intends to perform maintenance and repair on the Artesia Boulevard Bridge spanning over the Alameda Corridor Right-of-Way; and

WHEREAS, the City requires ACTA's assistance for project oversight, engineering review of design plans and erection plans of temporary structures needed to complete the project and in order to ensure that the Project is constructed safely and to limit impacts on corridor rail operations, ACTA agrees to perform certain services; and

WHEREAS, ACTA and the City of Compton desire to execute this Agreement providing the terms and conditions pursuant to which ACTA will complete the ACTA work and the City will reimburse ACTA for the costs and expenses associated with such work; and

WHEREAS, ACTA and its contractors shall complete ACTA's work on the project as set forth in Exhibit A and a detail Schedule, Budget Estimate and Rates for ACTA's work is set forth in Exhibit B; and

WHEREAS, ACTA shall perform ACTA's work by its own forces and its contractors including ACET and RailWorks Track Services, LLC and its authorized subcontractors; and

WHEREAS, the Parties agreement that no notice to proceed from the City is required before ACTA may begin pre-construction design review and the City shall provide written notice to ACTA prior to City starting its construction work of the Project so that ACTA may proceed with final design review and approval; and

WHEREAS, the City shall provide written notice to ACTA whenever City or its contractors require access to corridor property so that ACTA may provide flagging services; and

WHEREAS, the City shall reimburse ACTA one hundred percent (100%) of the actual costs and expenses incurred by ACTA with respect to ACTA's work and the total estimated budget for ACTA's work is Seventeen Thousand Two Hundred Fifty Dollars (\$17,250); and

WHEREAS, any increase in the estimated budget for ACTA's work shall be evidenced by a revised budget estimate; and

WHEREAS, the effective date of the Agreement shall be the date of its execution by ACTA's CEO upon authorization of the ACTA Governing Board and the Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until one (1) year has lapsed from the effective date of the Agreement; and

WHEREAS, during the term of the Agreement, ACTA shall provide the City with periodic updates with respect to any anticipated or proposed changes to the budget and any revised cost estimate exceeding the 10% of the then current budget shall be agreed upon by ACTA's Chief Executive Officer and the City of Compton and added as an exhibit to the Agreement; and

WHEREAS, the maximum payable under this Agreement shall be Twenty-Five Thousand Eight Hundred Seventy-Five Dollars (\$25,875) and on a monthly basis, ACTA shall submit invoices and supporting documentation of ACTA's work completed during the prior month, along with subcontractor invoices received during that prior month, to the City for reimbursement; and

WHEREAS, the invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of ACTA's work that was completed during the invoicing period and ACTA shall submit a final reconciled invoice to the City of Compton within 180 days after the completion of ACTA's work; and

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WHEREAS, the final billing shall be in the form of an itemized statement of the total costs for ACTA's work and within 45 days after receipt of the final reconciled invoice, the City shall pay ACTA all amounts evidenced by such invoice in full; and

WHEREAS, the Public Works Engineering Department's 2023-2024 Fiscal Year budget will be amended as follows:

Increase Revenue

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-3569	State Grants	\$25,875

Increase Expenditures

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants Capital Outlay	\$25,875; and

WHEREAS, funds in the amount of \$25,875 will be available in the Public Works Engineering Department's 2023-2024 Fiscal Year budget in Account No. 2789-710-041-4300; and

WHEREAS, in order to amend the Public Works Engineering Department's 2023-2024 fiscal year budget and authorize the City Manager to enter into an Agreement with the Alameda Corridor Transportation Authority (ACTA) and the City of Compton and issue a purchase order in the amount of Twenty Five Thousand Eight Hundred Seventy Five Dollars (\$25,875) pursuant to the Alameda Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, City Council's authorization is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into an Agreement between the Alameda Corridor Transportation Authority and the City of Compton pursuant to the Alameda Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project.

Section 2. That the City of Compton designates the City Manager as the person authorized to execute all agreements and any amendments thereto with the Alameda Corridor Transportation Authority.

Section 3. That the Public Works Engineering Department's 2023-2024 Fiscal Year will be amended as follows:

Increase Revenue

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-3569	State Grants	\$25,875

Increase Expenditures

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants Capital Outlay	\$25,875

Section 4. That funds in the amount of \$25,875 will be available in the Public Works Engineering Department's 2023-2024 Fiscal Year in Account No. 2789-710-041-4300.

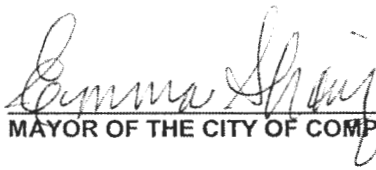
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Section 5. That a purchase order in the amount of \$25,875 is authorized to be established for the Alameda Corridor Transportation Authority for services to be rendered on the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01, from Account No. 2789-710-041-4300.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, and Public Works Engineering Department.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 26th day of SEPTEMBER, 2023.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this 26th day of SEPTEMBER, 2023.

That said Resolution was adopted by the following vote, to wit:

AYES: **COUNCIL MEMBERS** –DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: **COUNCIL MEMBERS** –NONE
ABSTAIN: **COUNCIL MEMBERS** –NONE
ABSENT: **COUNCIL MEMBERS** –NONE


CITY CLERK OF THE CITY OF COMPTON