



Alameda Corridor-East Construction Authority

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 www.theaceproject.org

ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING AGENDA

Monday, December 21, 2009 – 2:00 P.M.

Industry Council Chambers

15651 Stafford Street

Industry, CA 91744

**NOTE
LOCATION
CHANGE**

Members of the public may comment on any item on the agenda at the time it is taken up by the Board. We ask that members of the public come forward to be recognized by the Chair and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a three-minute time limit on individual remarks at the beginning of the discussion.

- I. Pledge of Allegiance
- II. Roll Call and Introductions
- III. Approval of Minutes of November 23, 2009 Special Board Meeting (Pages 1-4) Action
- IV. Public Comment
- V. Chairman's Remarks
- VI. Chief Executive Officer's Report (Pages 5-7) Information
- VII. Approval of FY 2010 Task Order Amendment for Wagner Engineering for the Nogales Street Grade Separation Project (Page 8) Action
- VIII. Approval of San Gabriel Trench Mitigation Agreement with the City of Alhambra (to be distributed separately) Action
- IX. Approval of 2010 Board Meeting Schedule (Page 9) Action
- X. Closed Session: The Board will adjourn to closed session in accordance with Government Code Section 54957.6 to discuss real property negotiations:
 - Property Address: 4255 Baldwin Avenue El Monte, CA 91731 Possible
 - Property Negotiators: ACE Construction Authority and Jack Owens Action
 - Owen Development
 - Under discussion: Price and Terms

The ACE Construction Authority is constituted of seven (7) member jurisdiction; the Cities of El Monte, Industry, Montebello, San Gabriel and Pomona, the County of Los Angeles and the San Gabriel Valley Council of Governments. A San Bernardino County Council of Governments representative is an ex-officio Board member. Each member or alternate has one vote. A quorum of the ACE Construction Authority is no less than four (4) of its total voting membership. Actions taken by the ACE Construction Authority shall be by simple majority of the members present with a quorum in attendance except for personnel actions, the annual budget, matters dealing with the Administrative Code or matters requiring subsequent approval by the SGVCOG, all of which shall require five (5) votes. All disclosable public records related to this meeting are available for viewing at the ACE office above during normal working hours.

And in accordance with Government Code Section 54965.9(a) the Board will adjourn to closed session to discuss existing litigation (2 cases):

Los Angeles Superior Court Case No. BC 392551 Alameda Corridor-East Construction Authority vs Jast Family Limited Partnership	Possible Action
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Los Angeles Superior Court Case No. BS 1223376 Edward Rowland LLC and Golden Pacific Realty v ACE Construction Authority and Caltrans	Possible Action
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XI. Adjournment	Action
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ACE Construction Authority Board of Directors November 23, 2009 Meeting Minutes

1. Roll Call – Chairman Spohn called the meeting to order at 2:05PM at the City of Industry Council Chambers. In attendance were:

Tim Spohn, Industry
Tom King, SGVCOG
David Gutierrez, San Gabriel
Patricia Wallach, El Monte
Rosemarie Vasquez, Montebello
Gloria Molina, County of Los Angeles
Stephen Atchley, Pomona

Guests

Polly Walton, Athalye Consulting
Karim Varshochi, Jacobs Engineering
Dick Howdle, Jacobs Engineering
Jeanne Harwin, Jacobs Engineering
John Ballas, City of Industry
Hank Alosa, Jacobs Engineering

Staff

Rick Richmond, Chief Executive Officer
Joe Silvey, Counsel
Deanna Stanley
Charles Tsang
Victoria Butler
Carlos Monroy

2. **Pledge of Allegiance** – Member Vasquez led the pledge of allegiance.
3. **Approval of October 26, 2009 Minutes** – A motion was made to approve the minutes of October 26, 2009. M/S/C/Gutierrez/Vasquez/Unanimous
4. **Public Comments** – There were no public comments.
5. **Chair Report** – Chairman Spohn indicated this would be the last meeting for Supervisor Molina due to the annual rotation of the LA County's term and that Supervisor Antonovich would assume the seat in December.
6. **Chief Executive Officer's Report** – Mr. Richmond reminded the Board that a public meeting was held in the City of San Gabriel to review the draft environmental impact report. He indicated staff received approximately two

dozen written comments and was actively preparing responses. Member Gutierrez thanked staff for their efforts. Mr. Richmond also reported a presentation of the San Gabriel project was given to the Alhambra Council. Lastly, Mr. Richmond reported that a tour of the ACE Project was arranged for the Deputy Secretary of US Transportation Department and Maritime Administration Acting Administrator. Congresswoman Laura Richardson also participated in the tour and briefing. Charles Tsang reviewed progress photos of the Temple Avenue project. Victoria Butler reviewed construction project progress photos of the Sunset Avenue grade separation project.

7. **Approval of Additional Contingency Authorization for Sunset Avenue Grade Separation Project** - Mr. Richmond reviewed the overall scope of the project. He reminded the Board that this project has had a number of issues from its inception due to inadequate level of design and assumptions of site conditions, utility requirements and conflicts, UPRR contractor requirements and contractor delays. He reviewed at length the combination of issues with the project and indicated the construction is now moving at a rapid pace and staff expects the acceleration to outweigh the value of delay costs at the completion of the project. He indicated of the \$4.7 million requested, 1% is factored for unknown project costs which have not surfaced yet. Member Molina requested clarification on the sewer pipe and UPRR requirements. Mr. Richmond indicated the design contained errors in measurements. He reviewed various requirements and conflicts with the Union Pacific.
- A motion was to made to authorize an additional 11% of base contract value to approve future change orders on the Sunset Avenue grade separation project, resulting in a maximum contract value of \$56,710,035 for a total contingency of 35%.
- M/S/C/Wallach/Atchley/Unanimous

8. **Approval of Amendment to Construction Contract Services Contract for the Sunset Avenue Grade Separation Project with PB Americas, Inc.** Mr. Richmond reported this project, described earlier, requires an on-site Construction Manager. He indicated the amount of construction management work is greater than previously anticipated and with the acceleration of the project a modified workforce has been put in place. The CM would be required to stay for the duration of the project and the amendment reflects the costs associated with this. A motion was made to authorize the Chief Executive Officer to amend the contract with PB Americas, Inc to add an amount not to exceed \$330,391 to task order #3 of the contact for construction management services

for the Sunset Avenue grade separation project for a new task order value of not to exceed \$6,055,663.

M/S/C/King/Wallach/Unanimous

9. **Approval of Amendment to FY 2010 to Task Order for Relocation Services with Del Richardson & Associates** - Mr. Richmond explained at the time the FY 2010 budget was prepared the need to increase the level of effort was not anticipated. However, with the increased number of relocations needed to expedite demolition due to safety and nuisance conditions, an amendment to their task order and budget is needed.

A motion was made to amend the fiscal year 2010 task order with Del Richardson & Associates to provide an additional level of effort necessary for the Baldwin Avenue grade separation project. The additional costs will not exceed \$21,000 resulting in a new FY 2010 task order total of \$75,300.

M/S/C/Atchley/King/Unanimous

10. **Approval of Revised Project Reporting** – Mr. Richmond reviewed the history of this item and indicated he has met with the COG’s City Manager’s Steering Committee once, and the Finance Directors Group twice to review the format and reporting information. He indicated, based on those meetings he thought the revised reports were adequate for reporting requirements for both the COG and the ACE Boards.

A motion was made to approve the ACE Project reporting format.

M/S/C/Atchley/Wallach/Unanimous

11. **Financial Statements for Fiscal Year 2009** – Mr. Carlos Monroy, Finance Director reviewed the project expenses and net assets for the end of fiscal year 2009.

12. **Closed Session** – Counsel reported the Board would adjourn to closed session in accordance with Government Code Section 54965.9(a) to discuss pending litigation Los Angeles Superior Court Case No BS1223376 Edward Rowland LLC and Golden Pacific Realty versus ACE Construction Authority and Caltrans. The Board returned to open session and counsel announced there was no action taken by the Board.

13. **Adjournment** – Prior to adjournment Chairman Spohn thanked Ms. Molina for her valuable contributions to the ACE Board as member and as member of the MTA.

The meeting was adjourned to a site tour of the Sunset Avenue grade separation project. The meeting was adjourned at 3:43PM.



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MEMO TO: ACE Construction Authority Board Members & Alternates

FROM: Rick Richmond
Chief Executive Officer

DATE: December 21, 2009

SUBJECT: CEO Report

The following are items of note since the last meeting:

Meeting with CTC Executive Director – I participated in a meeting of Southern California transportation agency chief executive officers with Ms. Bimla Rhinehart, Executive Director of the California Transportation Commission, in early December. The primary purpose of the meeting was to discuss a proposed “letter of no prejudice” process. If the State is unable to issue sufficient transportation bonds due to the ongoing budget crisis, the proposed process would permit bond-funded projects to move forward using local funds and be reimbursed when bonds can be issued. Construction of the San Gabriel Trench project, scheduled to commence in 2011, is approved to be funded through state bond proceeds. Staff will keep the Board apprised concerning this matter.

Community Outreach Update – Staff has conducted the following project outreach activities:

- Assisted in distributing the first edition of the ACE Report email newsletter;
- Continued distribution of ACE student safety kits to schools in the vicinity of the Sunset Avenue grade separation project;
- Conducted ongoing business support program, community outreach and construction coordination activities for the Sunset Ave. grade separation and Temple Ave. projects.

SUNSET AVENUE GRADE SEPARATION PROJECT

Contractor		Atkinson Contractors, LP
Contract Award		August 2006
Limited NTP		November 1, 2006
NTP		November 14, 2006
Original Contractual Completion		November 18, 2009
Revised Completion by Executed Change Order		April 27, 2010
Estimated Date of Completion	72%	January 1, 2011
Original Contract Value		\$41,938,421.50
Change Orders this Month		\$290,555.47
Amended Contract Value		\$51,806,080.86
Earned to date (Amended Value)	57.4%	\$29,754,013.41
Release of Liens are Current	<input checked="" type="checkbox"/>	

Progress Summary

• California Ave Shoofly & Street Restoration	100%
• Railroad ROW storm drain system	98%
• Valley Blvd Shoofly	100%
• Drill Track	98%
• Drill Track Revision 12, 16 & 17	99%
• Mainline Retaining Walls & Backfill	17%
• Sunset & Orange Bridge Steel Fabrication	100%
• Sunset & Orange Bridge & Roadway Installation	10%
• Valley at Sunset & Orange Street Restorations	35%
• Valley Street Restoration (CN 32.5)	0%
• Landscaping & Irrigation	0%

Safety and Security Issues:

- LOST TIME INJURY STATUS: No injuries reported.
- RR INCIDENTS: None
- SITE INCIDENTS: None
- Security incidents: None

Issues

- ACE and Atkinson continuing discussions on potential global settlement for all outstanding claims, including Shoofly TIA (CN 14.3).
- Contractor is claiming a native material shortage of approximately 15,000 CY. CM is evaluating.

Utilities

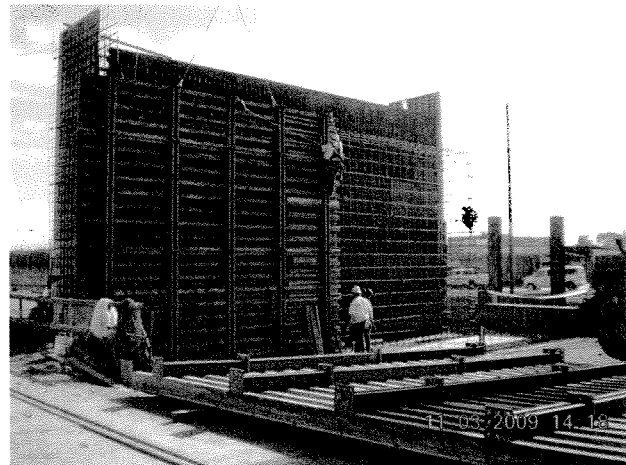
- SCE completed vault relocation on Sunset Avenue (Phase 1). Contractor to coordinate old vault demolition. SCE designing phase 2 to extend relocation under UPRR ROW and Valley Blvd.
- SCE continuing outage of overhead Distribution electrical shoofly to allow continued driving of Sunset abutment piles.
- CM and ACE coordinating electrical service for signal shelters and way-side signal with SCE and UPRR. Service request for Sunset Avenue submitted by ACE. Service request for Orange Avenue submitted by UPRR.
- CM discussing with SCE & High Light scope of installation of Valley street lights.

Work Accomplished this Month

- Continuing installation of Sunset Avenue abutment piles and pile caps.
- Continuing to form rebar and pour Main retaining walls west of Sunset Ave. and between Sunset and Orange Avenues.
- UPRR surfacing of Drill Track stopped this month.
- Atkinson formed, installed rebar and poured Orange Abutments.

Upcoming Work next Month

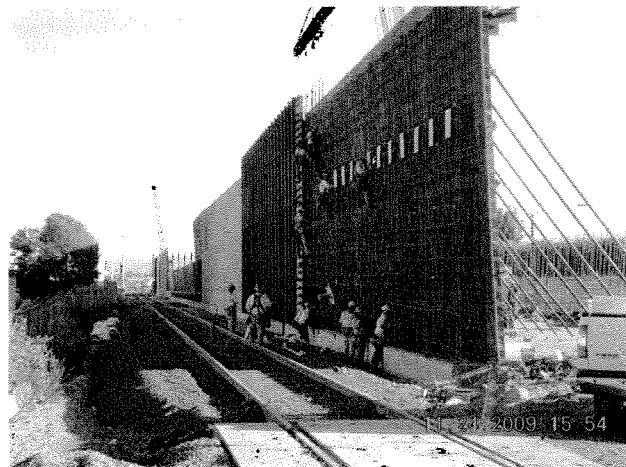
- Complete installation of Sunset Avenue abutment piles and pile caps.
- Continue to form and pour retaining walls at accelerated rate (CN 047).
- Atkinson to start backfilling retaining wall foundations.
- Atkinson to form, install rebar and pour Sunset Abutments.
- Erect Orange Avenue steel bridge girders.
- Start Handrail Fabrication.



Forming Orange Abutment



Pile Driving Battered Piles at Sunset Abutment



Installing Rebar for Main Track Retaining Wall

TEMPLE AVE 4TH TRACK INFRASTRUCTURE PROJECT

Contractor		SEMA Contractors
Contract Award		September 30, 2008
Limited NTP		September 18, 2008
Full NTP		November 17, 2008
Contractual Completion	---	October 13, 2009
Revised Completion	98%	November 3, 2009
Original Contract Value		\$12,104,916.85
Change Orders this Month		\$313,499.03
Amended Contract Value	2.5%	\$12,418,415.88
Earned to Date (Amended Value)	94%	\$11,454,872.00
Release of Liens are Current	<input checked="" type="checkbox"/>	

Progress Summary

• UP MP 28.75: Industry Spur Bridge	100%
• UP MP 28.76: UPRR Culvert	100%
• UP MP 28.90: SR 57 Pier Protection Wall & Retaining Wall	100%
• UP MP 28.91: UPRR Culvert	100%
• UP MP 29.59 & 29.60: UPRR Culvert & LACDPW Channel	100%
• UP MP 29.61: Humane Way PPW	100%
• UP MP 30.02: SR 71 Pier Protection Wall & Retaining Wall	100%
• UP MP 30.10: Retaining Wall	100%
• Embankment: Station 1490+00 – 1515+00	75%
• Embankment: Station 1515+00 – 1530+00	75%
• Embankment: Station 1530+00 – 1564+00	75%
• Embankment: Station 1564+00 – 1590+00	100%
• Embankment: Station 1590+00 – 1615+00	100%

Safety and Security Issues:

- LOST TIME INJURY STATUS: No injuries reported.
- SITE INCIDENTS: None
- RR INCIDENTS: None
- SECURITY INCIDENTS: None

Issues

- UPRR wayside signals and crossing gates were not relocated to complete embankment grading, project will grade around.
- Relocation of Clear Channel Ad Pole at SR 57 is not complete due to lack of relocation agreement. Contractor is directed to grade around pole.
- Agree to delete encasement of City utilities that cannot be completed until, UPRR & Kinder Morgan resolve a dispute.

Work Accomplished this Month

- Completed San Jose Creek Channel wall retrofit.
- Completed removal of temporary shoring.
- Completed final relocation of MCI fiberline.

Upcoming Work next Month

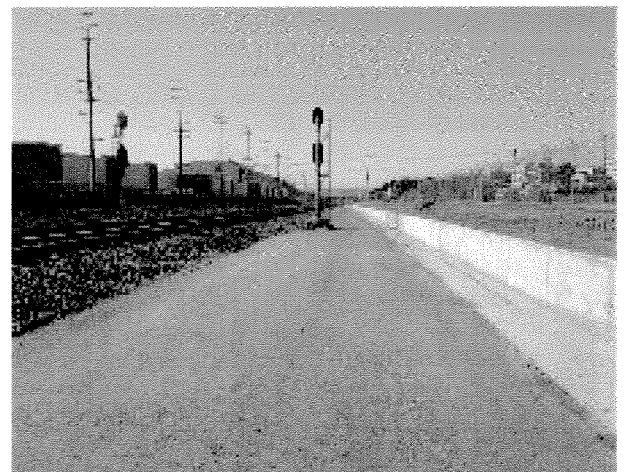
- Complete fence and railing work.
- Continue construction of embankment.
- Contractor's substantial completion target date 12/18/09.
- Project walk through with UPRR structures department.
- Project walk through with LACDPW.
- CM issued final punchlist and Contractor complete punchlist.



Placement of Subballast Material



Final Relocation of MCI Fiberline



Completed Section of Track Embankment and 3x3 RCB





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MEMO TO: ACE Construction Authority Board Members and Alternates

FROM: Rick Richmond
Chief Executive Officer

DATE: December 21, 2009

SUBJECT: Approval of Amendment to FY 2010 Task Order for Engineering Survey Services with Wagner Engineering & Survey

RECOMMENDATION: Staff requests Board authorization to amend the Fiscal Year 2010 task order with Wagner Engineering & Survey, Inc. (WES) to provide additional services necessary for closing out of grade separation projects. The additional cost will not exceed \$46,500, resulting in a new FY 2010 task order of \$136,200.

BACKGROUND: WES is currently under contract with ACE to provide survey and mapping services for the ACE Project. WES is one of our ongoing support contractors who operate under annual task orders. Included in the FY '10 authorization was the preparation of legal descriptions and plat maps for property takings (Baldwin and Nogales), updating of right-of-way certification maps and the related legal descriptions and plat maps for property transfers for the Ramona project.

The survey scope has been expanded to also finalize outgrants to various public entities for the East End Avenue, Reservoir Street, Temple Avenue, and Brea Canyon Road projects.

Staff is requesting that an amount of \$46,500 be added to the FY 2010 task order for the additional efforts described above. This will result in a total task order value of \$136,200.

BUDGET IMPACT: Funds for this amended contract are available from Federal and MTA grants.



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Memo to: ACE Construction Authority Board Members & Alternates

From: Rick Richmond
Chief Executive Officer

Date: December 21, 2009

Subject: Approval of 2010 Schedule

The ACE Construction Authority Board has met the fourth Monday of each month with exceptions for holidays. Meetings are held at 2PM at the Irwindale City Hall Council Chambers, 5050 Irwindale Avenue, Irwindale. Agendas are available the Monday prior to the meeting after noon.

Staff recommends continuing to meet at Irwindale City Hall with the following schedule for 2010:

January 25
February 22
March 22
April 26
May 24
June 28
July 26
August 23
September 27
October 25
November 22
December 20*

*changed due to holidays



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MEMO TO: ACE Construction Authority Board Members & Alternates

FROM: Rick Richmond
Chief Executive Officer

DATE: December 21, 2009

SUBJECT: Approval of San Gabriel Trench Mitigation Agreement with
City of Alhambra

RECOMMENDATION: Staff recommends that you authorize execution of the attached mitigation agreement pertaining to the San Gabriel Trench project with the City of Alhambra.

BACKGROUND: We have been communicating with staff of the City of Alhambra during the engineering of the San Gabriel Trench to understand any concerns they might have over impacts of the project and how we can address them to their satisfaction. With the circulation of the project's Draft Environmental Impact Report (DEIR) we have documented our intention to limit the project's impact on the City, which primarily consist of impacts on their facilities, and construction and general traffic routing during construction.

Based on the mitigations proposed in the DEIR, the City suggested a mitigation agreement which would commit ACE to the proposed mitigations in exchange for their waiver of commenting on the DEIR and cooperating with the implementation of the project in the future. Staff believes the proposed agreement is acceptable because it goes no further than the commitments being made in the DEIR and recommends your approval.

Because these commitments are being requested before ACE will have made the same commitments through the anticipated adoption of the mitigation measures during the completion of the environmental clearance process, we are asking for your approval.

Attachment

MITIGATION AGREEMENT

I. PARTIES

The parties to this agreement (the “Agreement”) are Alameda Corridor-East Construction Authority (“ACE”), an Authority created by the San Gabriel Valley Council of Governments, and the City of Alhambra (the “City”), a municipal corporation, collectively referred to as the “Parties.”

II. RECITALS

A. ACE proposes to eliminate four at-grade railroad crossings along the Union Pacific Railroad as it runs through the City of San Gabriel (Ramona Street, Del Mar Avenue, Mission Drive, and San Gabriel Boulevard) (the “Project”). The westernmost portion of the Project is located within the City of Alhambra.

B. In connection with this Project, ACE prepared a Draft Environmental Impact Report/Environmental Assessment (“EIR/EA”), designated as State Clearinghouse Number 2008101073, which has been circulated for public review and comment.

C. Based on its review of the EIR/EA, the City is concerned about potential adverse impacts to City property and utilities, as well as impacts to traffic and circulation patterns in the City, caused by the Project.

D. The City desires to achieve certainty that the Project will not create adverse impacts to City property and residents as discussed above. ACE desires to achieve a commitment from the City that it will not oppose the Project.

III. AGREEMENT

In consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. **Construction Traffic:** ACE agrees that its construction contractors will be contractually required to use designated haul routes that avoid the use of City of Alhambra streets to access the Project site except for Mission Road, east of Hidalgo Avenue. ACE further agrees to take reasonable steps to enforce this contractual requirement. ACE further agrees that the haul routes relating to that portion of the Project occurring at Ramona Street, and westerly of Ramona Street, shall be as shown on Figures 2.4-8 and 2.4-10 in the EIR/EA. ACE further agrees that the delineated detour routes relating to that portion of the Project occurring at Ramona Street, and westerly of Ramona Street, shall be as shown on Figure 2.4-1 in the EIR/EA.

2. **Construction Staging:** ACE agrees that no construction staging related to the Project shall occur in the City of Alhambra except for the potential designated area on or adjacent to the San Gabriel High School property and east of the San Gabriel Wash. Construction staging shall occur as depicted in Figures 2.4-6 through 2.4-12 in the EIR/EA, or

elsewhere outside of the boundaries of the City.

3. Water Mains/Lines: ACE agrees that, in connection with the Project, it will not relocate any City-owned water mains or lines or sewer/brine mains or lines, including without limitation any mains or lines that serve the City's water treatment plant. If any undocumented water mains or lines or sewer mains or lines are discovered, the City and ACE shall work together to address the need for relocation. This restriction does not apply to any landscaping irrigation lines located on the Union Pacific right-of-way, provided that before impacting any undocumented irrigation line that serves the golf course, the parties work together and reasonably agree on a relocation plan that avoids any adverse impact to the golf course or the performance of the golf course irrigation system..

4. Maintenance of Property Free of Graffiti: ACE agrees to maintain the railroad right-of-way under its control during construction free of graffiti at all times during construction. If the City notifies ACE of the presence of graffiti on property under the control of ACE during construction ACE shall remove the graffiti within three (3) business days.

5. No Pile Driving West of Ramona Street: ACE agrees not to use any pile driving method of construction westerly of Ramona Street.

6. Avoidance of Fugitive Dust and Dirt: ACE agrees to comply with South Coast Air Quality Management District Rule 403 regarding controlling fugitive dust emissions. ACE further agrees that it shall use its best efforts to keep that part of Mission Road within the City of Alhambra free of dirt during construction, including regular sweeping of the Road and any other appropriate measures.

7. Construction Hours: ACE agrees that all construction work occurring within the City of Alhambra shall conform to the City's construction hours: 7:00 a.m. through 8:00 p.m. Monday through Saturday, with no work on Sundays or Federal holidays.

8. Comment Letter: The City agrees that it will not submit a comment letter on the EIR/EA or otherwise oppose the Project as proposed in the EIR/EA, with the exception of the following comment which clarifies and reconciles language in the EIR/EA with the terms of this Agreement:

“Mitigation Measure US2 should be revised to explicitly state that water mains and lines and sewer/brine mains and lines [other than landscaping irrigation lines that do not serve the adjacent golf course] owned by the City of Alhambra which cross the railroad right of way will not be relocated or rerouted in connection with the project. This Mitigation Measure should remove reference to maintaining the water lines in place only ‘if relocation is infeasible.’

“In addition, the discussion of ‘Alternative 1 – Proposed Project’ on page 2-44 should be revised to state explicitly that water mains and lines and sewer/brine mains and lines owned by the City of Alhambra which cross the railroad right of way will not be relocated or rerouted in connection with the project, and to delete the discussion of rerouting water lines and the resultant disruption in service.”

The City reserves the right to comment on or to oppose the Project should ACE revise the Project to deviate substantially from the project description set forth in the EIR/EA.

9. Cooperation: Consistent with this Agreement, the City of Alhambra shall reasonably cooperate with ACE and its construction contractors and issue any necessary permits for temporary lane restrictions and traffic control measures necessary for the safe access to the construction site approximately across from Granada. City shall make best efforts to review and approve traffic handling plans and traffic control submittals within 30 days of receipt from ACE.

10. Entire Agreement: This Agreement contains the sole and the entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are merged into this Agreement. No representations, oral or otherwise, express or implied, other than those contained herein, have been made by any party. No other agreements not specifically referred to herein, have been made by any party. No other agreement not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind the Parties.

11. Waiver: No provision of this Agreement may be waived unless in writing signed by all Parties. Waiver of any one provision shall not be deemed to be a waiver of any other provision.

12. California Law: All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights or obligations of the Parties hereto shall be governed by and resolved in accordance with the laws of the State of California.

13. Advice of Counsel: In consideration of these mutually dependent promises and representations, the Parties agree that this Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each party has had the opportunity to seek the advice of experienced and knowledgeable legal counsel. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that has drafted it are of no application and are hereby expressly waived.

14. Specific Performance: ACE hereby acknowledges and agrees that in the event ACE breaches the terms of this Agreement, including but not limited to ACE's obligations related to avoiding or mitigating the impacts of the Project, the City will suffer irreparable injury, such that no remedy of law will afford it adequate compensation for such injury. Accordingly, the ACE hereby agrees that, in addition to any remedy at law or equity as to which the City may be entitled, the City shall be entitled to specific performance of ACE's obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.

15. Defense and Indemnification of the City: ACE agrees that it shall indemnify, defend, protect, and hold harmless the City, and its officers, agents, City Council members, and employees, from and against any and all claims, losses, proceedings, damages, causes of action,

liability, costs and expenses (including, without limitation, attorneys fees), arising from or in connection with, any ACE obligation or responsibility under this Agreement. The City reserves the right, in cases subject to this defense obligation, to approve the attorney selected to defend the City.

16. Insurance: ACE agrees that ACE, or ACE in combination with each contractor performing work in the City of Alhambra, shall at all times during which Project work is performed in the City of Alhambra, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with (alone or in combination) minimum limits of at least ten million dollars for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from wrongful or negligent acts in connection with the Project. Excess/umbrella liability policies may be used in combination with the Comprehensive General Liability Insurance policies to satisfy the required minimum coverage. Each insurance policy required by this paragraph 16 shall contain an endorsement specifically naming the City of Alhambra, its City Council, each member of the City Council, and its officers, employees and agents as additional insureds and ACE shall provide a copy of each such endorsement to the City of Alhambra.

17. Notices: Any notices or other correspondence between the Parties shall be sent to the following unless either Party gives the other notice of a change of address:

To ACE:

Rick Richmond, CEO
Alameda Corridor-East Construction Authority
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Telephone: (626) 962-9292

With a copy to:

Ricky Choi, Community Relations Project Manager
Alameda Corridor-East Construction Authority
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Telephone: (626) 962-9292

To City:

Julio Fuentes, City Manager
City of Alhambra
111 South First Street
Alhambra, CA 91801
Telephone: (626) 570-5010

With a copy to:

Laurence S. Wiener
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, CA 90071

18. Effectiveness of Agreement: This Agreement shall be effective upon the execution of this Agreement by all Parties.

19. Authority to Execute: The person executing this Agreement on behalf of each Party represents and warrants that: (a) each is authorized by his or her respective entity to execute this Agreement; and (b) each is acting within the scope of his or her authority as officers or duly authorized representatives of his or her respective entity. These representations and warranties are in addition to, and not in derogation of, all representations and warranties implied by law.

20. Amendments: All amendments and supplements to this Agreement must be in writing and executed by each Party to this action and by his, her, or its attorney of record. However, such execution may be in counterparts and, when so executed, shall be deemed to constitute one document.

Dated: December ____, 2009

ALAMEDA CORRIDOR-EAST
CONSTRUCTION AUTHORITY

By _____
Name:
Title:

Dated: December ____, 2009

CITY OF ALHAMBRA

By: _____
Name:
Title: