



## ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

3760 KILROY AIRPORT WAY, SUITE 200, LONG BEACH, CALIFORNIA 90806 – TEL. (562) 247-7777 • FAX (562) 247-7090

September 8, 2021

**To:** Parties listed on Exhibit A  
**Subject:** Notice of Mutual Agreement No. 2021-5 - Request for Approval under Amended and Restated Alameda Corridor Use and Operating Agreement  
**Matter:** Revised Alameda Corridor Dispatching Agreement

Dear Sir or Madam:

Reference is made to that certain Amended and Restated Alameda Corridor Use and Operating Agreement (the Operating Agreement), dated December 15, 2016, by and among the BNSF Railway Company (BNSF), Union Pacific Railroad Company (UP), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (POLA), the City of Long Beach, acting by and through its Board of Harbor Commissioners (POLB), and the Alameda Corridor Transportation Authority (ACTA).

The Operating Agreement governs the use and operation of the Alameda Corridor and, among other things, contains provisions that enable certain parties to make decisions from time to time by Mutual Agreement (as defined in the Operating Agreement) or unanimous consent/approval. In particular, Mutual Agreement requires the approval from at least three of the following parties: BNSF, UP, POLB, and POLA; while unanimous consent/approval requires the approval of each of the same four entities. Pursuant to the terms of the Agreement, ACTA as an entity does not approve or disapprove Mutual Agreement matters.

Attached as Exhibit B is Notice of Mutual Agreement (NMA) No. 2021-5, for which approval by the requisite parties is requested at this time. The matter to be approved is described in the attached NMA (the "Matter"). Following consideration and approval of the Matter, please email to ACTA a signed copy of the attached NMA; or, if such Matter is not approved by your entity, provide a written statement indicating such disapproval. Your response is requested by November 8, 2021. Once all responses are received, ACTA will send a letter to the four entities with the results.

If there are any questions, please advise.

Sincerely,

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

Requested response date changed 9/22/2021

**EXHIBIT A**  
**LIST OF PARTIES**

Port of Los Angeles  
425 South Palos Verdes Street  
San Pedro, California 90733  
Attn: Executive Director  
Email: [gene\\_seroka@portla.org](mailto:gene_seroka@portla.org)

Port of Long Beach  
415 W. Ocean Blvd., 11<sup>th</sup> Floor  
Long Beach, California 90802  
Attn: Executive Director  
Email: [mario.cordero@polb.com](mailto:mario.cordero@polb.com)

BNSF Railway Company  
2500 Lou Menk Drive  
AOB -Garden Level  
Fort Worth, Texas 76131  
Attn: Assistant Vice President -  
Contracts & Joint Facilities  
Email: [sarah.bailiff@bnsf.com](mailto:sarah.bailiff@bnsf.com)

Union Pacific Railroad Company  
1400 Douglas Street -Stop 1180  
Omaha, Nebraska 68179  
Attn: Director Joint Facilities  
Email: [melissagrosz@up.com](mailto:melissagrosz@up.com)

Cc:

Email: [hmccloskey@portla.org](mailto:hmccloskey@portla.org)

Email: [Lauren.Misajon@longbeach.gov](mailto:Lauren.Misajon@longbeach.gov)

Email: [Olivia.Power@bnsf.com](mailto:Olivia.Power@bnsf.com)

Email: [Katherine.Sieversen@bnsf.com](mailto:Katherine.Sieversen@bnsf.com)

Email: [jbarager@up.com](mailto:jbarager@up.com)

Email: [tgioiello@portla.org](mailto:tgioiello@portla.org)

Email: [HSok@portla.org](mailto:HSok@portla.org)

Email: [GMartinez@portla.org](mailto:GMartinez@portla.org)

Email: [KCartwright@portla.org](mailto:KCartwright@portla.org)

Email: [David.Albers@longbeach.gov](mailto:David.Albers@longbeach.gov)

Email: [duane.kenagy@polb.com](mailto:duane.kenagy@polb.com)

Email: [carlo.luzzi@polb.com](mailto:carlo.luzzi@polb.com)

**EXHIBIT B**  
**NOTICE OF MUTUAL AGREEMENT**

**Number: NMA 2021-5**

**Subject: Request for Approval of Revised Alameda Corridor  
Dispatching Agreement replacing previous Agreement  
dated as of January 30, 2002, as amended.**

**Recommendation:**

Approve BNSF and UP to serve jointly as Corridor Dispatcher, each performing its respective responsibilities and duties as either Lead Corridor Dispatcher or Oversight Corridor Dispatcher during its respective Rotation Period as set forth in Attached Agreement; provided, however, if either BNSF or UP is unable or unwilling to perform such responsibilities and duties during its Rotation Period as Lead Corridor Dispatcher, then the Ports and Railroads through Mutual Agreement, shall appoint a replacement Lead Corridor Dispatcher to serve as Corridor Dispatcher during such Rotation Period.

**Discussion:**

The Amended and Restated Use and Operating Agreement (UOA) requires that the Ports and Railroads, through Mutual Agreement, select the Corridor Dispatcher and that ACTA endeavor to enter into an agreement with the selected entity on the business terms specified by the Owner (Ports) and Railroads.

The existing Dispatching Agreement (Agreement) between ACTA, the BNSF Railway (BNSF), and Union Pacific Railroad (UP) has been in place since 2002 and will expire on October 14, 2021, if not otherwise extended. Costs for the services provided under both the existing and proposed Agreements are mostly paid directly by the Railroads.

The original term of the Agreement was five years, as approved by the former Operating Committee (OC), and the Agreement was extended twice with OC approval for an additional 10 years via two amendments through April 14, 2017. An interim extension of up to one year through April 14, 2018 was provided for in the second amendment to the agreement, which was exercised. Additional extensions were approved as follows: six-month extensions through October 14, 2018 and April 14, 2019; a one-year extension through April 14, 2020; six-month extensions through October 14, 2020, April 14, 2021, and October 14, 2021 (NMA-2018-2, NMA-2018-3, NMA-2019-2, NMA-2020-2, NMA-2020-3 and NMA-2021-1, respectively). There is a pending NMA-2021-3 to extend the Agreement to April 14, 2022.

The parties have been engaged throughout 2020 and 2021 in determining the appropriate form of agreement to take effect no later than April 14, 2022 and the attached Rotation Period Agreement is the only one that is not disagreeable to a majority of UOA parties. This restated Agreement is provided in Attachment.

Attachments:

Restated Dispatching Agreement

**Please provide your acceptance and approval by affixing your signature, name and title below:**

**Port of Los Angeles**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Port of Long Beach**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**BNSF Railway Company**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Union Pacific Railroad Company**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attachment to Exhibit B  
Restated Dispatch Agreement

**ALAMEDA CORRIDOR DISPATCHING AGREEMENT**

**THIS ALAMEDA CORRIDOR DISPATCHING AGREEMENT** (this “**Agreement**”) is made and entered into as of [\_\_\_\_\_], 2021, by and among **BNSF RAILWAY COMPANY**, a Delaware corporation (“**BNSF**”), **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (“**UP**”), and **ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**, a joint powers authority created under the laws of the State of California (“**ACTA**”), with reference to the following Recitals:

**RECITALS:**

**A.** Pursuant to that certain Amended and Restated Alameda Corridor Use and Operating Agreement dated as of December 15, 2016 (the “**Operating Agreement**”), by and among ACTA, BNSF, UP, the City of Long Beach, acting by and through its Board of Harbor Commissioners (“**POLB**”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (“**POLA**”), ACTA (i) has obtained and provided for the financing necessary to construct the Project (as that term is defined in the Operating Agreement), (ii) has caused the Project to be constructed, and (iii) performs or provides for the performance of certain administrative duties with respect to the Rail Corridor (as that term is defined in the Operating Agreement), all as more particularly described in the Operating Agreement.

**B.** The Operating Agreement provides that certain aspects of operations on the Rail Corridor shall be managed by POLB, POLA, BNSF and UP. Pursuant to Section 2.5(d) of the Operating Agreement, [POLB, POLA, BNSF and UP]<sup>1</sup> have selected UP and BNSF to provide on the terms specified in this Agreement railroad dispatching services for all train and equipment movements and track and time on the Rail Corridor within the CD Dispatching Jurisdiction (as that term is defined herein) and to perform other duties specified in this Agreement (collectively, the “**Dispatching Services**”). As provided by Section 2.5(d) of the Operating Agreement, ACTA is entering into this Agreement pursuant to such determination.

**C.** Pacific Harbor Line (“**PHL**”) currently provides railroad dispatching services within the Port of Los Angeles and the Port of Long Beach and over the PRO Dispatching Jurisdiction (as that term is defined herein), and pursuant to the Port Rail Agreements (as that term is defined in the Operating Agreement) in its capacity as Port Rail Operator (defined below). The Port Rail Operator performs railroad dispatching and other services over that portion of the Rail Corridor within the PRO Dispatching Jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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<sup>1</sup> To be revised to reflect parties who approve of selection of corridor dispatcher.

## ARTICLE I DEFINITIONS

1.1 **Specific Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Agreement, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings as set forth in the Operating Agreement, and any dispute regarding the meaning of such terms shall be governed by the terms of the Operating Agreement, not this Agreement.

“**ACTA**” means the Alameda Corridor Transportation Authority, a joint powers authority created by the City of Los Angeles and the City of Long Beach pursuant to Sections 6500 *et seq.* of the Government Code of the State of California.

“**Backup Dispatching Center**” has the meaning given such term in Section 2.3.

“**BNSF**” means BNSF Railway Company, a Delaware corporation, and its permitted successors and assigns.

“**Capital Expenditures**” shall have the meaning assigned the term “Capital Expenses” in the Operating Agreement. Any dispute regarding the meaning of the term “Capital Expenditures” as used herein or the term “Capital Expenses” shall be governed by the terms of the Operating Agreement, not this Agreement.

“**CD Dispatching Jurisdiction**” means the Track shown on the map of the Rail Corridor attached hereto as Exhibit A as “CD Dispatching Jurisdiction”, as such Track may be expanded or contracted in accordance with this Agreement. The southern limit of the CD Dispatching Jurisdiction shall be immediately north of, and shall not include, CP West Thenard. The CD Dispatching Jurisdiction shall also include certain Track not on the Rail Corridor, as such Track is shown on the map attached hereto as Exhibit A, including (i) the portion of the Watson Yard connection track east of ACTA milepost 15.7, and (ii) solely as to the holding and storing of trains, rail cars and equipment, the Manuel Sidings.

“**Charge**” means any mortgage, deed of trust, judgment lien or any mechanic’s, materialman’s or similar lien of any kind or character.

“**Commencement Date**” shall have the meaning given such term in Section 5.1.

“**Corridor Dispatcher**” means BNSF and UP each performing its respective responsibilities and duties as outlined in Section 2.1 and as further set forth in this Agreement during the respective Rotation Periods as set forth herein; provided, however, if either BNSF or UP is unable or unwilling to perform such responsibilities and duties during its Rotation Period as Lead Corridor Dispatcher, then the Ports and Railroads through Mutual Agreement, shall appoint a replacement Lead Corridor Dispatcher to serve as Corridor Dispatcher during such Rotation Period, as provided in Section 3.2 hereof; provided, further, if either BNSF or UP is unable or unwilling to perform such responsibilities and duties during its Rotation Period as Oversight Dispatcher, then there will be no Oversight Dispatcher for such Rotation Period. References herein to “Corridor Dispatcher” are not intended to modify the rights or obligations that UP or BNSF, respectively, have under any other agreement relating to the Rail Corridor unless the context clearly indicates otherwise. The parties hereto acknowledge that this Agreement and the Operating Agreement each contain the term “Corridor Dispatcher” and that

such terms do not have the same meaning in that Corridor Dispatcher's jurisdiction hereunder includes only the CD Dispatching Jurisdiction while the term "Corridor Dispatcher" in the Operating Agreement refers to dispatching of the entire Rail Corridor, consisting of both the CD Dispatching Jurisdiction and the PRO Dispatching Jurisdiction.

**"Corridor Dispatching Performance Standards"** means the Corridor Dispatching Performance Standards as set forth in Exhibit B, as they may be supplemented or modified from time to time in accordance with Section 12.2.

**"Dispatching Equipment"** means all equipment, materials and devices (including computer hardware and software) used to perform Corridor Dispatcher's duties and obligations hereunder. Dispatching Equipment shall include all additional, replacement, different, new or upgraded equipment, devices and computer hardware and software. Without limiting the generality of the foregoing, Dispatching Equipment shall also include such devices and computer hardware and software as are necessary to permit Corridor Dispatcher to receive data from, send data to and to communicate with trains, crews, maintenance workers (including any Corridor Maintenance Contractor), security personnel, Port Rail Operator and others. The parties hereto acknowledge that Dispatching Equipment may be provided or owned by ACTA, POLA, POLB or Corridor Dispatcher and may be located in or on the Rail Corridor, the San Bernardino Dispatching Center, the Backup Dispatching Center, the Badger Avenue Bridge (or such other dispatching facility used by the Port Rail Operator), La Sierra Peak, CP Alameda and such other locations that either Corridor Dispatcher deems necessary, subject to ACTA's approval, which approval shall not be unreasonably withheld.

**"Dispatching Services"** means the dispatching services provided for all train and equipment movements and track and time on the Rail Corridor within the CD Dispatching Jurisdiction and the performance of any other duties specified in this Agreement, in accordance with the Corridor Dispatching Performance Standards.

**"Extraordinary Circumstance"** means any unplanned factor or circumstance that Corridor Dispatcher determines likely would materially adversely affect train operations on the Rail Corridor.

**"First-Come, First-Serve Basis"** means the basis on which actual priority of operation, as between two trains having equivalent priority, shall be decided, which priority shall be decided on a factual basis as specified in this definition. When two trains have an equivalent priority and one must be stopped or delayed to accommodate the movement of the other, Corridor Dispatcher shall determine (i) the point at which each train would be required to yield to the other and (ii) which train would arrive at its yield point earlier in time absent dispatcher intervention. The train which would reach its yield point first under the above provision shall be accorded priority and the other train shall be stopped or delayed to accommodate its movement.

**"Force Majeure Event"** means fire, earthquake, flood, mud slide, washout, storm, explosion, casualty, riot, insurrection, civil disturbance, act of civil or military authority, act of public enemy, war, vandalism, act of God or any other act beyond the reasonable control of Corridor Dispatcher.

**"Indemnified Matter"** has the meaning given such term in Section 14.2(a).

**"Indemnified Party"** has the meaning given such term in Section 14.1.

**“Indemnified Parties”** has the meaning given such term in Section 14.1.

**“Indemnitor”** has the meaning given such term in Section 14.1.

**“Lead Corridor Dispatcher”** shall mean, as between BNSF and UP, the railroad responsible for performing the Dispatching Services during its Rotation Period as described in Article III, or such other entity selected by the Ports and Railroads through Mutual Agreement as provided in Section 3.2 hereof.

**“Transition Plan”** means a plan prepared by an incoming dispatcher to act as the Lead Corridor Dispatcher for an upcoming 5-year Rotation Period, said Transition Plan setting forth the schedule and steps required for the transition of Dispatching Services from the previous Lead Corridor Dispatcher.

**“Losses”** means liabilities, losses, causes of action, penalties, demands, detriments, claims, damages, costs and judgments and all expenses incurred in connection therewith (including reasonable attorneys’ fees, costs and expenses).

**“Operating Agreement”** means the Amended and Restated Alameda Corridor Use and Operating Agreement dated as of December 15, 2016, by and among POLB, POLA, ACTA, BNSF and UP, as such agreement may be amended, modified or supplemented from time to time.

**“Oversight Corridor Dispatcher”** shall mean, as between BNSF and UP, the railroad that is responsible for performing oversight duties as set forth in Article III of this Agreement, provided, however, if either BNSF or UP is unable or unwilling to perform such responsibilities and duties during its Rotation Period as Oversight Dispatcher, then there will be no Oversight Dispatcher for such Rotation Period.

**“PHL”** means Pacific Harbor Line, Inc., a Delaware corporation, in its capacity as provider of railroad dispatching services over that portion of the Rail Corridor within the PRO Dispatching Jurisdiction pursuant to the Port Rail Agreements.

**“Port Rail Operator”** means the entity from time to time providing dispatching and other services pursuant to the Port Rail Agreements or under any extensions thereof or replacement agreements thereto. As of the Commencement Date of this Agreement PHL is the Port Rail Operator.

**“PRO Dispatching Jurisdiction”** means the Track shown on the map of the Rail Corridor attached hereto as Exhibit A as “PRO Dispatching Jurisdiction”, as such Track may be expanded or contracted in accordance the applicable Related Agreements. The PRO Dispatching Jurisdiction shall include CP West Thenard. The dispatching protocols set forth in the Port Rail Agreements shall govern the dispatch of all train and equipment movements and track and time within the PRO Dispatching Jurisdiction.

**“POLA”** means the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners.

**“POLB”** means the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners.

“**Port**” means, individually, each of the seaports located on San Pedro Bay in the County of Los Angeles commonly known as the Port of Long Beach and the Port of Los Angeles, and “**Ports**” means, collectively, both such seaports.

“**Rail Corridor**” means the multiple main track, high density, predominantly 40 mile per hour mainline railroad system (including the Track and Track Support Structures and identified rail connections for each of the Railroads), together with the real property on which such railroad system is located, as shown on Exhibit A, located along and parallel to Alameda Street beginning, in the north, for each Railroad, at the point that such Railroad leaves the mainline tracks or trackage rights owned or held by such Railroad (other than the Rail Corridor itself), which point, for each Railroad, is shown on Exhibit A, and ending, in the south, at the Anaheim Street grade separation in the City of Long Beach and at the northerly entrance to the Badger Avenue Bridge in the City of Long Beach. The Rail Corridor shall not include any street, roadway or highway structures or improvements over or adjacent to the Rail Corridor (provided that this sentence shall not be deemed to exclude from the definition of Rail Corridor any (i) maintenance, access or service roads constructed on or adjacent to the Rail Corridor property for the primary purpose of providing access to or maintaining the Track and other components of the Rail Corridor, or (ii) the structural portion of bridges and overpasses over the trench portion of the Rail Corridor (which structural portions constitute part of the Non-Rail Components), all of which shall be part of the Rail Corridor). The Rail Corridor shall not include the Drill Track.

“**Railroad**” means BNSF or UP individually and “**Railroads**” means BNSF and UP collectively.

“**Related Agreements**” means, collectively, (i) the Operating Agreement and (ii) the Port Rail Agreements, as each of such agreements may be amended, modified or supplemented from time to time.

“**Rotation Period**” means each five (5) year period during the term of this Agreement when either BNSF, UP, or a replacement corridor dispatcher, as applicable, performs the responsibilities and duties of Lead Corridor Dispatcher hereunder, as provided in Section 3.2.

“**San Bernardino Dispatching Center**” has the meaning given such term in Section 2.2.

“**Significant Delay**” means a circumstance where two or more of the Rail Corridor Tracks (in an area containing three such Tracks), or one or more of the Rail Corridor Tracks (in an area containing one or two such Tracks), are or will be rendered Unserviceable for a significant period under the then-existing circumstances due to derailment, mechanical failure or other unforeseen incident that results in the Unserviceability of such Track. General train congestion on or off the Rail Corridor or scheduled construction, maintenance or repair shall not alone be the cause of a Significant Delay.

“**Unserviceable**” means a physical or mechanical failure of a Rail Corridor Track and/or a physical or mechanical failure of a train or equipment on a Rail Corridor Track that renders such Track unusable. The term “Unserviceable” shall not include the holding, stopping, or leaving (as those terms are defined in Paragraph 8 of Exhibit B) of a train or equipment on a Rail Corridor Track for any reason other than a physical or mechanical failure of the train or equipment. If a Track becomes Unserviceable and (i) it is necessary to use or block an adjoining

Track in order to restore to service the Unserviceable Track or (ii) an adjoining Track is out of service for maintenance at the time the Unserviceable Track becomes Unserviceable, then the adjoining Track shall also be considered to be “Unserviceable” for the period it is actually blocked by such restoration or maintenance work (in such situations ACTA shall, or shall cause the maintenance contractor to, restore the adjoining Track to service as soon as possible).

“UP” means Union Pacific Railroad Company, a Delaware corporation, and its permitted successors and assigns.

**1.2 References.** All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural shall be deemed to have been made, respectively, in the plural or singular as well. All references to sections, subsections and exhibits are to sections, subsections and exhibits of this Agreement unless indicated otherwise. The words “herein”, “hereof”, “hereunder” and other similar compounds of the word “here” when used in this Agreement shall refer to this entire Agreement and not to any particular provision or section unless specifically indicated otherwise. The terms “include” or “including” do not limit the preceding words or terms.

## **ARTICLE II**

### **ENGAGEMENT OF CORRIDOR DISPATCHER AND OTHER OPERATIONAL MATTERS**

**2.1 Engagement of Corridor Dispatcher.** On and subject to the terms and conditions of this Agreement, ACTA hereby engages BNSF and UP to serve jointly as Corridor Dispatcher, each performing its respective responsibilities and duties as either Lead Corridor Dispatcher or Oversight Corridor Dispatcher during its respective Rotation Period as set forth herein; provided, however, if either BNSF or UP is unable or unwilling to perform such responsibilities and duties during its Rotation Period as Lead Corridor Dispatcher, then the Ports and Railroads through Mutual Agreement, shall appoint a replacement Lead Corridor Dispatcher to serve as Corridor Dispatcher during such Rotation Period, as provided in Section 3.2 hereof and BNSF and UP may each serve as Oversight Corridor Dispatchers; provided, further, if neither BNSF or UP is able or willing to perform such responsibilities and duties during its Rotation Period as Oversight Dispatcher, then there will be no Oversight Dispatcher for such Rotation Period. BNSF and UP hereby accept such engagement and agree to provide such Dispatching Services on the terms and conditions set forth in this Agreement.

**2.2 Primary Dispatching Location.** The Lead Corridor Dispatcher shall use the Dispatching Center in San Bernardino, California (the “**San Bernardino Dispatching Center**”) as the primary facility from which it shall perform the Dispatching Services hereunder, except as set forth in Section 2.3. The Lead Corridor Dispatcher shall not designate another site as the primary dispatching location without the prior written consent of the Ports and Railroads. Neither BNSF nor UP nor any replacement Lead Corridor Dispatcher shall charge ACTA, BNSF, or UP any fee, cost, rent or expense for Corridor Dispatcher’s use or operation of a Dispatching Center or any other facility, whether for backup dispatching or otherwise, used or occupied by Corridor Dispatcher.

**2.3 Backup Dispatching Location.** When Lead Corridor Dispatcher determines that a casualty, maintenance event or other situation makes the use of the primary Dispatching Location temporarily impracticable, it may temporarily perform its dispatching

services hereunder at a backup dispatching center (the “**Backup Dispatching Center**”) upon providing written notice to the Oversight Corridor Dispatcher, ACTA and the Ports of the circumstances and the location of the temporary backup dispatching center. Lead Corridor Dispatcher promptly shall report via email to the Ports, the Railroads and ACTA as provided under Paragraph 18 of Exhibit B, each instance where dispatching of the Rail Corridor is shifted to or from the San Bernardino Dispatching Center to any Backup Dispatching Center.

#### 2.4 Coordination with Third Parties.

(a) Coordination with Port Rail Operator. Lead Corridor Dispatcher shall coordinate with the Port Rail Operator concerning all train and equipment movements between the CD Dispatching Jurisdiction and the PRO Dispatching Jurisdiction. Lead Corridor Dispatcher promptly shall report via email as provided under Paragraph 18 of Exhibit B any coordination problems with the Port Rail Operator to the Oversight Corridor Dispatcher, Ports, and ACTA.

(b) Coordination with Other Dispatchers. Lead Corridor Dispatcher shall coordinate with the persons or entities dispatching all rail lines connecting to the north, west or east of the Rail Corridor. Lead Corridor Dispatcher promptly shall report via email as provided under Paragraph 18 of Exhibit B any coordination problems with such dispatchers to the Oversight Corridor Dispatcher, Ports, and ACTA.

2.5 Coordination with Corridor Maintenance Contractor(s). Lead Corridor Dispatcher shall reasonably accommodate any Corridor Maintenance Contractor to permit such Corridor Maintenance Contractor to perform maintenance services as required by its contract with ACTA. Lead Corridor Dispatcher promptly shall report via email as provided under Paragraph 18 of Exhibit B any coordination problems with any such Corridor Maintenance Contractors to the Oversight Corridor Dispatcher, Ports, and ACTA.

(a) Coordination with Corridor Security Provider(s). Lead Corridor Dispatcher promptly shall notify any party providing security for the Rail Corridor of any security or safety issues or alerts of which Lead Corridor Dispatcher becomes aware, including any warnings or alerts received by Lead Corridor Dispatcher that gates or access routes to the Rail Corridor have been opened without authorization or that unauthorized persons are on Rail Corridor property. Lead Corridor Dispatcher promptly shall report via email as provided under Paragraph 18 of Exhibit B any coordination problems with such security provider(s) to the Oversight Corridor Dispatcher, Ports, and ACTA.

2.6 Modification of Dispatching Jurisdiction. If the southern boundary of the CD Dispatching Jurisdiction is modified pursuant to the terms of the Operating Agreement, any such modification to the CD Dispatching Jurisdiction shall not be effective until the PRO Dispatching Jurisdiction also is modified by POLA and/or POLB, as the case may be, amending the relevant Related Agreement, so that the CD Dispatching Jurisdiction and the PRO Dispatching Jurisdiction together encompass the entire Rail Corridor.

**ARTICLE III**  
**TERMS OF SERVICE; ROTATION OF DISPATCHING SERVICE**

**3.1 Terms of Service.** The Lead Corridor Dispatcher shall perform the Dispatching Services described herein in accordance with the Corridor Dispatching Performance Standards set forth in Exhibit B and, to the extent not in conflict with such standards, in accordance with good railroad industry practices. The Lead Corridor Dispatcher shall have trained staff and supervisors on duty to perform such duties, 24 hours per day, 7 days per week, including all holidays.

**3.2 Rotation of Dispatching Service.** The performance of the Dispatching Services shall be rotated between each Railroad during the term of this Agreement pursuant to the following rotation schedule:

(a) BNSF shall perform the Dispatching Services as Lead Corridor Dispatcher during the first five-year Rotation Period beginning on the Commencement Date of this Agreement and ending five years after the Commencement Date. During this Rotation Period, UP shall perform as Oversight Corridor Dispatcher;

(b) UP shall perform the Dispatching Services as Lead Corridor Dispatcher during the second five-year Rotation Period beginning at the completion of BNSF's first Rotation Period and ending on the expiration of this Agreement as provided in Section 5.1. During this Rotation Period, BNSF shall perform as Oversight Corridor Dispatcher;

(c) No less than six months prior to the end of any Rotation Period, the Oversight Corridor Dispatcher shall prepare a Transition Plan to prepare for its role as Lead Corridor Dispatcher for the upcoming Rotation Period and submit it to representatives for the then-current Lead Corridor Dispatcher, ACTA, POLA and POLB for review. Upon review, each Party may provide comments for revision to the Railroad preparing the Transition Plan, however, any final Transition Plan shall be the sole responsibility of the preparing Railroad. No later than five months prior to the end of any Rotation Period, a final Transition Plan shall be ready for implementation and carried out as set forth in that Transition Plan.

(d) The transfer of performance of the Dispatching Services as Lead Corridor Dispatcher shall occur pursuant to a Transition Plan as set forth in Paragraph 3.2(c). The Railroads shall cooperate with each other in implementing each Transition Plan, including the transfer of equipment and/or dispatching systems and shall take such steps as may be necessary in order to complete the transition of Dispatching Services between them on or before the start of any 5-year Rotation Period.

(e) If UP is not ready to perform Dispatching Services at the start of its Rotation Period, then BNSF shall continue to perform the Dispatching Services on the terms set forth in this Agreement until the date UP notifies BNSF and ACTA that UP is ready to perform the Dispatching Services as Lead Corridor Dispatcher and thereafter UP shall perform as Lead Corridor Dispatcher for the remainder of such Rotation Period.

(f) Notwithstanding anything to the contrary in this Agreement, if UP has not executed this Agreement on the Commencement Date, then at least one (1) year prior to the start of its Rotation Period, UP shall deliver to the Ports, ACTA and BNSF a signed duplicate of this

Agreement (including signed initials as required in Article XIV and Article XVIII) and with such other changes as are necessary to reflect UP's name and notice address.

(g) If UP fails to deliver to the Ports, ACTA and BNSF either of the executed documents as provided above, then UP shall be deemed to have waived its right to perform the Dispatching Services as provided herein and the Ports and Railroads shall, through Mutual Agreement, select a replacement Lead Corridor Dispatcher to perform such Dispatching Services, which entity may be the then current Port Rail Operator. If this situation arises, then BNSF shall continue to perform the Dispatching Services as Lead Corridor Dispatcher on the terms set forth in this Agreement until the date on which the Ports and Railroads, through Mutual Agreement, approve the selection of a replacement Lead Corridor Dispatcher and such Lead Corridor Dispatcher has been engaged by ACTA and is prepared, and has agreed in writing, to commence performing Dispatching Services on the Rail Corridor pursuant to the terms of this Agreement or as it may be modified or replaced by Mutual Agreement.

**3.3 Oversight Corridor Dispatcher.** During a Rotation Period when a Railroad is not Lead Corridor Dispatcher, said Railroad(s) shall review the daily dispatch reports received from the Lead Corridor Dispatcher and undertake any other Oversight Corridor Dispatcher duties as set forth in this Agreement. Oversight Corridor Dispatcher(s) shall, as may be necessary from time to time, notify Lead Corridor Dispatcher, Ports and ACTA of any significant dispatching-related problems on the Rail Corridor or Lead Corridor Dispatcher's nonadherence to the Corridor Dispatching Performance Standards.

**3.4 Scope of Corridor Dispatching Standards.** The Corridor Dispatching Performance Standards set forth in Exhibit B shall apply to the Rail Corridor and to all trains and equipment entering, leaving or operating on the Rail Corridor. Lead Corridor Dispatcher shall be governed by such Performance Standards when managing or planning for the movement of trains and equipment over the Rail Corridor and when otherwise performing its duties under this Agreement.

**3.5 Quarterly Meetings.** In addition to the other terms and requirements of this Agreement, the Railroads, Ports and ACTA shall participate in quarterly meetings to discuss dispatching or operational issues and the performance of the Lead Corridor Dispatcher, including compliance with the Corridor Dispatching Performance Standards set forth in Exhibit B. Such meetings may be held in person, via conference call and/or electronic video service. In addition, if an Oversight Corridor Dispatcher, ACTA, POLA or POLB believes that a significant dispatching-related problem exists on the Rail Corridor, any such party may contact the Lead Corridor Dispatcher directly to address the matter informally or request that a special meeting among the Railroads, Ports and ACTA be held to address the problem. Lead Corridor Dispatcher shall act in good faith to address any problems, or issues identified in any such meetings. This provision is in addition to all other rights or remedies that BNSF, UP, ACTA, POLA and/or POLB may have hereunder or under the Related Agreements.

**3.6 No Alternative Dispatching Arrangements.** Except as otherwise provided in Section 6.1 of this Agreement, each Railroad agrees that except as provided in this Agreement, it shall not enter into any arrangements or agreements relating to the Dispatching Services and the dispatching of the Rail Corridor except as may be approved in writing by Mutual Agreement.

## ARTICLE IV ACKNOWLEDGEMENT REGARDING INVESTIGATIONS

4.1 **Acknowledgement Regarding Investigations.** Corridor Dispatcher acknowledges that, prior to the Commencement Date, Corridor Dispatcher will have had the opportunity to: (i) investigate and determine such matters as Corridor Dispatcher deemed relevant to whether Corridor Dispatcher can perform the Dispatching Services hereunder, (ii) investigate the physical aspects of the Dispatching Equipment, including its communication systems and its relationship to signaling and alarm systems, and (iii) discover any deficiencies in the Dispatching Equipment. Corridor Dispatcher agrees that, except as otherwise expressly set forth herein, none of POLA, POLB, or ACTA, or their respective directors, officers, commissioners, representatives, employees or agents, have made any representation, warranty, promise or statement, express or implied, to Corridor Dispatcher, or to anyone acting for or on behalf of Corridor Dispatcher, concerning or regarding such matters. Nothing in this Article IV shall constitute the waiver of any rights of Corridor Dispatcher to assert a claim against the manufacture or installer of any Dispatching Equipment.

## ARTICLE V COMMENCEMENT DATE; TERM

5.1 **Commencement Date; Term.** The term of this Agreement, and Corridor Dispatcher's Dispatching Services hereunder, shall commence on the date set forth above (the "**Commencement Date**"), and unless earlier terminated as provided herein, this Agreement shall be in effect for a term of ten (10) years from the Commencement Date.

5.2 **Effectiveness.** This Agreement provides for the joint dispatching of the Rail Corridor in accordance with Section 3.1 of the Operating Agreement and accordingly shall become effective on the Commencement Date following (i) approval of this Agreement through Mutual Agreement by at least three (3) of POLA, POLB, BNSF and UP, and (ii) execution by ACTA and BNSF, notwithstanding any failure by UP to approve and execute this Agreement. If UP fails to execute this Agreement prior to the Commencement Date, it may nonetheless elect to become a party to this Agreement following the Commencement Date provided it delivers the documents set forth in Section 3.2(d) at least one (1) year prior to the start of its Rotation Period as Lead Corridor Dispatcher in accordance with Section 3.2(d).

## ARTICLE VI CORRIDOR DISPATCHER FEES AND OTHER FINANCIAL MATTERS

### 6.1 **Fees and Expenses.**

(a) **Corridor Dispatcher Fees and Expenses.** ACTA, UP and BNSF acknowledge that, except as provided in Section 6.1(b), all fees, costs and expenses of Corridor Dispatcher in performing the Dispatching Services under or pursuant to this Agreement, excluding any such fees, costs and expenses of any Oversight Dispatcher, are to be treated as M&O Charges under the Operating Agreement and are to be paid by UP and BNSF as part of M&O Charges. BNSF, UP and ACTA agree that rather than have the Lead Corridor Dispatcher charge ACTA fees and expenses for its services hereunder, which ACTA then would bill to

BNSF and UP, the Lead Corridor Dispatcher shall not charge ACTA any fees, costs or expenses for any of its services hereunder or, except as provided in Section 6.1(b), seek reimbursement or payment from ACTA for any expenses incurred in the performance of the Dispatching Services hereunder. Instead, except as provided in Section 6.1(b), all costs and expenses of the Lead Corridor Dispatcher shall be borne by and allocated between BNSF and UP as M&O Charges under the Operating Agreement, albeit direct billed from the Lead Corridor Dispatcher to BNSF and UP or as BNSF and UP may separately agree between themselves. Notwithstanding the foregoing, all fees, costs and expenses (i) incurred by the Lead Corridor Dispatcher in assuming dispatching and start-up expenses for such assumption, including costs of any dispatch system changes which may be required by the Lead Corridor Dispatcher, shall be borne solely by such Lead Corridor Dispatcher (provided, however, start-up expenses and fees of any non-Railroad replacement Lead Corridor Dispatcher shall be allocated and paid as M&O Charges under the Operating Agreement); and (ii) incurred by an Oversight Dispatcher shall be borne solely by such party and shall not be treated as M&O Charges under the Operating Agreement.

(b) Acquisition, Upgrade or Replacement of Capital Expenditures. Except to the extent otherwise provided in Section 6.1(a) above, to the extent Lead Corridor Dispatcher intends to acquire, upgrade or replace any Dispatching Equipment, the cost of which would constitute a Capital Expenditure, Lead Corridor Dispatcher first shall notify ACTA, the Ports and Railroads of such proposed Capital Expenditure and the justification therefor. The Ports and Railroads, through Mutual Agreement, shall decide whether to authorize such Capital Expenditure. To the extent that the Ports and Railroads decide that the Lead Corridor Dispatcher shall make such Capital Expenditure, the Lead Corridor Dispatcher shall do so on the terms and according to the budget and schedule approved by the Ports and Railroads. Upon making such Capital Expenditure, the Lead Corridor Dispatcher shall submit a detailed invoice therefor to ACTA, with such supporting information, including lien releases, as ACTA reasonably may request, and provided the same conforms with the Capital Expenditure approved by the Ports and Railroads, ACTA shall pay such invoice to the extent funds are available for such purpose in the Reserve Account within 30 days after receipt of the same. Notwithstanding the foregoing, if and to the extent that funds are not then available in the Reserve Account to pay for all or a portion of a Capital Expenditure authorized by the Ports and Railroads, then each of BNSF and UP shall pay such amount as provided in Section 7.5(d) of the Operating Agreement, and ACTA shall have no responsibility for that portion of the cost thereof.

## **6.2 Budget Process.**

(a) Proposed Budget. In order to facilitate the planning and budget process for the Rail Corridor under the Operating Agreement, the Lead Corridor Dispatcher, prior to August 1 of each year, shall submit to ACTA, the Ports and Railroads a proposed budget specifying: (i) any Capital Expenditures that the Lead Corridor Dispatcher at that time proposes to be made during the next calendar year, (ii) all fees, costs and expenses of the Lead Corridor Dispatcher in performing the Dispatching Services under or pursuant to this Agreement for the next calendar year, (iii) the assumptions used in preparing such budget, and (iv) a schedule for the next calendar year showing the then-current proposed timing of any major repair, upgrade or Capital Expenditure then planned for the upcoming year that could delay or slow operations on the Rail Corridor. The proposed budget shall be in such detail as is reasonably requested by ACTA and/or the Ports and Railroads.

(b) **Review of Proposed Budget.** Within sixty (60) days after receipt of the proposed budget, the Ports and Railroads, through Mutual Agreement, shall approve or disapprove the proposed budget. If the budget is approved, then the Lead Corridor Dispatcher shall implement the same during the next calendar year. If the budget is disapproved, then the Lead Corridor Dispatcher shall revise the budget to meet any objections and shall resubmit the same for approval. If a budget has not been approved by January 1 of the next year then, to reduce any disruptions in dispatching operations, the prior calendar year's approved budget (excluding Capital Expenditures) shall apply to the next calendar year until a new budget is approved by the Ports and Railroads, through Mutual Agreement.

**6.3 Charges to Port Rail Operator.** Except where the Port Rail Operator agrees otherwise in writing, Corridor Dispatcher agrees that it shall not charge any fees or costs to the Port Rail Operator for the provision of any dispatching services hereunder in connection with any operations by the Port Rail Operator on the Rail Corridor in its capacity as Port Rail Operator.

**6.4 ACTA Disclaimer; ACTA Payments and Reimbursements.** Nothing in this Agreement shall impose any duty or obligation on ACTA to inspect, maintain, service, dispatch, operate or repair the Rail Corridor or to make any capital improvements or replacements thereto, and ACTA disclaims any such duty or obligation. Without limiting the generality of the foregoing, all Capital Expenditures, payments and reimbursements made by ACTA hereunder shall be from funds, if any, then available for such purpose in the Reserve Account or recovery of warranty claims as provided in the Operating Agreement, or from funds collected as M&O Charges, to the extent the matter is to be paid from M&O Charges, and from no other fund or account of ACTA.

**6.5 Charges to Other Railroads.** The Lead Corridor Dispatcher shall have the right to make reasonable and nondiscriminatory charges for its services to any railroad using the Rail Corridor other than UP, BNSF, the Port Rail Operator or parties operating as authorized contractors for any of such entities.

## **ARTICLE VII SAFETY AND SECURITY**

**7.1 Safety Program.** To the extent any employees or agents of Corridor Dispatcher must enter onto the Rail Corridor, Corridor Dispatcher shall observe, and shall cause its employees and agents to observe, all safety and operating rules then in effect for the Rail Corridor.

**7.2 Security.** Corridor Dispatcher shall be solely responsible for providing any security services or measures it deems necessary or desirable for the Dispatching Equipment. Corridor Dispatcher acknowledges that none of POLA, POLB, or ACTA shall have any responsibility to provide any security services or measures to protect from theft, vandalism or damage to any property, equipment or improvements owned or used by Corridor Dispatcher in the performance of the Dispatching Services hereunder. Notwithstanding the foregoing, Corridor Dispatcher shall have no responsibility for providing security for Dispatching Equipment under the control of the Port Rail Operator.

## ARTICLE VIII COMPLIANCE WITH LAWS; LICENSING AND PERMITS

**8.1 Compliance with Laws.** Corridor Dispatcher shall comply, at its sole cost and expense, with all applicable federal, state and local laws, rules, regulations, permits and orders that relate to or govern Corridor Dispatcher's activities in, on or about the Rail Corridor or Corridor Dispatcher's performance of the Dispatching Services specified herein, including any modifications to, or new laws or requirements imposed during the term hereof. If any failure on Corridor Dispatcher's part to so comply results in a fine, penalty, cost or charge being imposed or assessed on or against ACTA, POLA and/or POLB, Corridor Dispatcher promptly shall reimburse, defend, indemnify and hold ACTA, POLA and/or POLB, as the case may be, harmless with respect to such fine, penalty, cost or charge and all expenses and attorneys' fees, costs and expenses incurred in connection therewith.

**8.2 Licenses and Permits.** Corridor Dispatcher, at its sole cost, shall obtain and maintain in full force and effect any governmental licenses, permits, approvals, franchises and other entitlements that are required for the performance of the Dispatching Services hereunder.

## ARTICLE IX PERSONNEL AND EQUIPMENT

**9.1 Personnel.** Corridor Dispatcher shall hire, train and supervise, at its sole cost and expense, all persons necessary to perform the Dispatching Services hereunder. Corridor Dispatcher shall ensure that all persons performing such Dispatching Services, including all contractors and subcontractors hired by Corridor Dispatcher, are competent, trained, qualified for the job being performed, and if and to the extent required by law or by sound business practices in the applicable industry, licensed or certified for the task that they are performing.

**9.2 Labor Protective Conditions.** As between ACTA, POLA and POLB, on the one hand, and Corridor Dispatcher, on the other, Corridor Dispatcher shall be responsible, at no cost to ACTA, POLA or POLB, for all labor protective conditions applicable to its employees, contractors and subcontractors providing Dispatching Services hereunder. None of the persons performing such Dispatching Services shall be deemed to be employees of ACTA, POLA and/or POLB.

**9.3 Dispatching Equipment and Software.**

(a) **Maintenance and Repair of Dispatching Equipment.** Corridor Dispatcher shall maintain in good working condition and repair all Dispatching Equipment not located on the Rail Corridor, including without limitation, any equipment located at the San Bernardino Dispatching Center, the Backup Dispatching Center, Badger Avenue Bridge, La Sierra Peak and CP Alameda. To the extent any Dispatching Equipment is held or operated under the terms of a lease or license, Corridor Dispatcher also shall maintain such lease or license in full force and effect at all times, including payment of any fees or charges thereunder, until such time that Corridor Dispatcher determines to replace such Dispatching Equipment in accordance with the terms set forth in Section 6.1(b) or with its own funds. If additional, replacement, different, new or upgraded Dispatching Equipment is necessary from time to time for Corridor Dispatcher to perform the Dispatching Services hereunder, the cost of which would be considered an M&O

Charge (*i.e.*, the item would not qualify as a Capital Expenditure under the Operating Agreement), then Corridor Dispatcher promptly shall acquire and install such Dispatching Equipment. Any such Dispatching Equipment shall be the sole property of Corridor Dispatcher. If any proposed additional, replacement, different, new or upgraded Dispatching Equipment would be considered to be a Capital Expenditure, then Corridor Dispatcher shall follow the procedures set forth in Section 6.1(b), and if approved by the Ports and Railroads, through Mutual Agreement, upon Corridor Dispatcher making such Capital Expenditure, Corridor Dispatcher promptly shall place such equipment in service. Any replacement equipment shall be at least functionally comparable to the original item.

(b) Dispatching Equipment Treated as M&O Charges. Except as otherwise provided in Section 6.1 of this Agreement, the cost and expense of acquiring, maintaining, repairing, upgrading and replacing Dispatching Equipment shall be treated as either: (i) an M&O Charge under the Operating Agreement and shall be paid by the Railroads, consistent with Article VII of the Operating Agreement or (ii) a Capital Expenditure under the Operating Agreement and shall be paid by ACTA, if authorized by the Ports and Railroads, through Mutual Agreement, as provided in Section 6.1(b) hereof. To the extent ACTA prepays any lease, servicing or licensing fees or charges for software and/or hardware to any third party, Corridor Dispatcher shall reimburse ACTA, which payment shall be due and payable to ACTA within 30 days after submittal of an invoice therefor by ACTA.

(c) Ownership of Dispatching Equipment. All Dispatching Equipment purchased in full or in part by ACTA, including (i) the cost of Dispatching Equipment that was included in Net Project Costs or any replacements, renewals or upgrades thereof, and (ii) any Dispatching Equipment funded by ACTA pursuant to the procedures set forth in Section 6.1(b) shall be the sole property of ACTA. All Dispatching Equipment that is funded solely by BNSF and/or UP, or any non-Railroad replacement Lead Corridor Dispatcher, without payment or reimbursement by ACTA, shall be the sole property of the purchasing railroad. The Corridor Dispatcher shall reasonably cooperate with ACTA to provide such information as may be reasonably requested by ACTA from time to time in order to determine the ownership of any Dispatching Equipment.

(d) Enforcement of Warranty Claims. Notwithstanding anything to the contrary contained herein or in the Operating Agreement, the parties hereto acknowledge that upon reasonable request of ACTA, with respect to any Dispatching Equipment purchased by ACTA, the Corridor Dispatcher, at ACTA's sole cost, will pursue any contract and warranty claims against the applicable manufacturer or installer, without any recourse to ACTA, with respect to all Dispatching Equipment operated and/or purchased in connection with this Agreement, including, Dispatching Equipment located at the San Bernardino Dispatching Center, the Backup Dispatching Center, Badger Avenue Bridge, La Sierra Peak and CP Alameda. All contract and warranty claim recoveries of any kind with respect to such equipment shall be used to repair or replace defective Dispatching Equipment, if not already repaired or replaced and any remaining funds shall be remitted to ACTA.

(e) Disposition of Dispatching Equipment Upon Expiration or Termination. Upon the expiration or earlier termination of this Agreement and transfer to another party of Corridor Dispatcher's duties under this Agreement, Corridor Dispatcher shall: (i) execute and/or deliver to ACTA, as appropriate, all bills of sale, leases, servicing or licensing agreements, assignments and other instruments necessary to transfer all rights to Dispatching Equipment

owned by ACTA, and (ii) assign to ACTA all warranties related to such Dispatching Equipment to the extent that such warranties are held by Corridor Dispatcher. Corridor Dispatcher shall permit ACTA to remove all Dispatching Equipment owned by ACTA and in the possession or control of Corridor Dispatcher (whether such Dispatching Equipment is in the San Bernardino Dispatching Center, the Backup Dispatching Center, La Sierra Peak, CP Alameda or elsewhere) and ACTA shall remove such equipment within a reasonable period of time.

## **ARTICLE X**

### **PROHIBITION AGAINST LIENS; PAYMENT OF TAXES AND ASSESSMENTS**

**10.1 Liens.** Corridor Dispatcher shall not cause or allow the filing of any Charge against any or all or any portion of any Dispatching Equipment owned or controlled by ACTA, POLA or POLB. However, in the event such filing does occur, Corridor Dispatcher shall cause the same to be discharged of record within a reasonable period of time provided that Corridor Dispatcher shall be entitled to a reasonable amount of time to contest the same as provided by law so long as Corridor Dispatcher exercises such rights in a manner which prevents foreclosure of any such Charge.

**10.2 Taxes.** Corridor Dispatcher promptly shall pay all taxes, assessments, fees or charges of any kind or nature incurred by Corridor Dispatcher, and all license fees and other charges, if any, levied or assessed against or as a result of this Agreement or Corridor Dispatcher's performance of the Dispatching Services under this Agreement, subject to Corridor Dispatcher's right to contest same as provided by law, which right shall be exercised by Corridor Dispatcher in a manner which prevents the foreclosure of any lien for such taxes, assessments, fees or charges against any property of ACTA, POLA and/or POLB. Should Corridor Dispatcher elect to contest the taxes, assessments, fees or charges payable by Corridor Dispatcher under this Section 10.2, Corridor Dispatcher shall indemnify, defend and hold harmless ACTA, POLA, and POLB and their respective officers, directors, employees, commissioners, agents, successors and assigns from any and all matters arising therefrom, including any penalties or late charges relating to such taxes, assessments, fees or charges and all costs and expenses, including reasonable attorneys' fees, costs and expenses, arising out of such contest.

## **ARTICLE XI**

### **REPORTS, NOTICES AND RECORDS**

**11.1 Delivery of Notices.** Corridor Dispatcher promptly shall deliver to ACTA, the Ports and Railroads copies of all written notices, correspondence and information it receives from any governmental agency, tenant, licensee, shipper, customer or Railroad (i) alleging violation of any law or regulation by Corridor Dispatcher, any Railroad, the Port Rail Operator, ACTA, POLA or POLB with respect to the Rail Corridor or Corridor Dispatcher's obligations hereunder or (ii) alleging violation of or default under any agreement to which ACTA, POLA, POLB or the Port Rail Operator is a party.

**11.2 Notice of Condition or Operation.** If Corridor Dispatcher becomes aware of any persistent or ongoing condition, operation or dispatching-related problem that would likely adversely affect rail operations on the Rail Corridor, Corridor Dispatcher promptly

shall notify ACTA, Corridor Maintenance Contractor, the Ports and Railroads of such condition, operation or problem.

**11.3 Records Retention; Review.** Each of BNSF and UP shall maintain at their respective primary Dispatching Locations (or such other location as may be provided for pursuant to Section 2.3 hereof) full and complete records of all of its activities pursuant to this Agreement to the extent that is done in the normal course of business in railroad dispatching centers or in connection with any revenue collection or reporting information, including the following records which each Railroad and where applicable, any replacement Lead Corridor Dispatcher, acknowledges it will maintain in the normal course of its operations throughout the term of this Agreement: (i) any permits, licenses, inspection reports, governmental or regulatory notices or approvals, (ii) all operating and maintenance records, which records shall detail all train and equipment movements on the Rail Corridor within the CD Dispatching Jurisdiction, (iii) records and reports of any accidents or injuries on the Rail Corridor (excluding items covered by the attorney work product doctrine), (iv) records and reports of the number of trains detoured off of the Rail Corridor and the rail route or rail line used for each such detour and the reason for the Significant Delay, (v) records of any train, rail car or equipment stored by any railroad on the mainline tracks of the Rail Corridor, which records shall specify the identity of the railroad, the location along the Rail Corridor that was so used and the amount of time (rounded to the nearest quarter hour) the train, rail car or equipment was stored, (vi) records describing in reasonable detail all deviations to train priorities, as such train priorities are set forth in Exhibit B, and (vii) such other records and reports that may be reasonably requested by BNSF, UP, ACTA, POLA and/or POLB provided that such other records and reports could be retained by Corridor Dispatcher without significant cost. BNSF, UP, ACTA, POLA or POLB, at any time during normal business hours and upon reasonable notice, may review and/or copy (at the expense of the person reviewing and copying the records) any or all of such records and information, which review may be performed by the employees of BNSF, UP, ACTA, POLA or POLB or by any agent of BNSF, UP, ACTA, POLA or POLB. The Railroads shall each retain all such information for a period of not less than three (3) calendar years after the expiration or earlier termination of this Agreement.

**11.4 Real-Time Information.** If requested by BNSF, UP, ACTA, POLA or POLB, the Lead Corridor Dispatcher shall provide the means and technology for the requesting party to access real-time information regarding train and equipment movements on the Rail Corridor and alternative route usage, at the sole cost of the requesting party.

## **ARTICLE XII**

### **PORT AND RAILROAD OVERSIGHT; CORRIDOR DISPATCHING PERFORMANCE STANDARDS AND RELATED MATTERS**

#### **12.1 Port and Railroad Oversight.**

(a) General. The Ports, ACTA and Railroads shall have the right to monitor the performance by Corridor Dispatcher of the Dispatching Services hereunder. As provided in Section 2.5(d) of the Operating Agreement, the Corridor Dispatcher is selected by the Ports and Railroads, through Mutual Agreement, and ACTA has entered into this Agreement on the business terms specified by the Ports and Railroads. The Ports and Railroads shall meet from time to time as provided in Section 3.5 to discuss the performance of the Corridor Dispatcher.

(b) **Oversight of Significant Delay.** The Lead Corridor Dispatcher shall promptly deliver a report to the Ports, the Railroads and ACTA in the event of any Significant Delay, which report shall set forth in reasonable detail the circumstances relating to the Significant Delay, including the cause of or condition or reason for the Significant Delay and information regarding the number of trains detoured off of the Rail Corridor, if any, the rail route or rail line used for any such detour, the length of time such situation or condition is in effect (or estimated to be in effect) and any service recovery plan developed to respond to the Significant Delay. Such report shall be delivered via email as provided in Paragraph 18 of Exhibit B. If a Significant Delay would, or in fact does, extend for longer than three (3) business days then the Lead Corridor Dispatcher shall promptly schedule a special meeting and/or teleconference of representatives of the Ports, Railroads and ACTA to establish specific interim procedures for mitigating the condition or circumstance causing such Significant Delay and avoiding any long-term diversion of trains. The Lead Corridor Dispatcher promptly shall implement such procedures.

**12.2 Corridor Dispatching Performance Standards.** The Corridor Dispatching Performance Standards are set forth in Exhibit B. The Ports and Railroads through Mutual Agreement may from time to time implement new or modified Corridor Dispatching Performance Standards including but not limited to new or modified standards relating to (i) diversions of Through Trains and Local Trains to alternate rail routes or rail lines and (ii) the meaning of the term “Significant Delay,” provided that any such modification must be consistent with the terms of the Operating Agreement. Following Mutual Agreement approving a revised Exhibit B, and without the need for any further action or approval by the parties, ACTA shall replace the then-existing exhibit with the new exhibit, which shall be numerically labeled Exhibit B-1, B-2, B-# and so forth as new exhibits are approved from time to time. The Lead Corridor Dispatcher shall, upon receipt of the revised Exhibit B, promptly implement the performance standards as set forth therein.

**12.3 Records, Reports and Information.** From time to time upon the reasonable request of BNSF, UP, ACTA, POLA and/or POLB, Corridor Dispatcher shall provide to the requesting party records, reports or other information related to Corridor Dispatcher’s duties and expenditures hereunder, in a form reasonably acceptable to the requesting party. Corridor Dispatcher shall provide to the requesting party such records, reports or information that exist in Corridor Dispatcher’s records in raw data form, or that have been prepared as reports on records in the past. In the event that such request requires the Corridor Dispatcher to hire third parties at reasonable cost to provide such records, reports or other information, then the requesting party shall pay the Corridor Dispatcher’s out-of-pocket costs for such third-party services. If Corridor Dispatcher determines that it will hire a third party, Corridor Dispatcher shall provide a cost estimate to the requesting party prior to incurring such cost, and then shall proceed only if so directed by the requesting party. If Corridor Dispatcher prepares a report and/or information for POLA, POLB, UP and/or BNSF pursuant to this Section 12.3, in order to brief such other entities on any issue and/or decision with respect to such matter, Corridor Dispatcher shall also provide a copy of such report and/or information to all other entities.

**12.4 No Modification of Operating Agreement.** Notwithstanding anything to the contrary in this Agreement, this Agreement is not intended to, and shall not be deemed or interpreted to, amend, modify, limit or supersede in any way the respective rights, duties, obligations and liabilities of ACTA, POLA, POLB, UP and/or BNSF under the Operating

Agreement, and as between and among such parties, the Operating Agreement shall continue to govern and control the respective rights, duties, obligations and liabilities of such parties.

**12.5 Authorized ACTA Representatives.** For the purpose of any approval, consent, authorization or other action required by ACTA under this Agreement, unless ACTA provides written notice to the Corridor Dispatcher otherwise, ACTA's Chief Executive Officer or his or her designee shall be deemed to be an authorized representative of ACTA hereunder and shall be authorized to perform all such actions on behalf of ACTA under this Agreement.

### **ARTICLE XIII DEFAULT AND REMEDIES**

#### **13.1 Defaults.**

(a) Corridor Dispatcher Defaults. Any of the following events shall be deemed a default by Corridor Dispatcher hereunder:

(1) Failure to pay any amount provided for herein, within 30 days after receipt of written notice by ACTA of nonpayment of any such amount payable hereunder.

(2) Failure to perform any other obligation of Corridor Dispatcher pursuant to the terms of this Agreement or the Operating Agreement, within 30 days of receipt of written notice by ACTA of such failure to perform; ***provided, however***, that if Corridor Dispatcher commences to cure such failure but such failure cannot be cured within such 30-day period despite diligent pursuit of such cure, Corridor Dispatcher shall be entitled to an additional 30 days in which to cure such default, if Corridor Dispatcher continues to diligently pursue such cure.

(b) ACTA Defaults. Any of the following events shall be deemed a default by ACTA hereunder:

(1) Failure to pay any amount provided for herein, within 30 days after receipt of written notice from UP, BNSF, or any replacement Lead Corridor Dispatcher of nonpayment of such amount payable hereunder.

(2) ACTA's failure to perform any other obligation of ACTA hereunder within 30 days after receipt of written notice by Corridor Dispatcher of such failure; ***provided, however***, that if ACTA commences to cure such failure but such failure cannot be cured within such 30-day period despite diligent pursuit of such cure, ACTA shall be entitled to an additional 30 days in which to cure such failure, if ACTA continues to diligently pursue such cure.

#### **13.2 Remedies.** The remedies provided for herein shall be cumulative.

(a) Damages. In the event of a default or other breach hereunder, the non-defaulting or non-breaching party shall have all remedies available at law or in equity against the defaulting or breaching party.

(b) Specific Performance. Corridor Dispatcher acknowledges that in the event of a default hereunder, damages may not be an adequate remedy, and ACTA, in addition to

exercising its legal remedies, may seek equitable relief, including the entry of a decree for specific performance against Corridor Dispatcher and in favor of ACTA.

(c) Right to Cure. In the event of a default by Corridor Dispatcher hereunder, ACTA shall have the right, but not the obligation, to cure the default hereunder. All sums reasonably expended by ACTA in exercising its rights under the preceding sentence, including reasonable attorneys' fees, costs and expenses, shall be repaid by Corridor Dispatcher within 30 days of its receipt of an invoice from ACTA therefor. In the event of a default by ACTA hereunder, Corridor Dispatcher shall have the right, but not the obligation, to cure the default hereunder. All sums reasonably expended by Corridor Dispatcher in exercising its rights under the preceding sentence, including reasonable attorneys' fees, costs and expenses, shall be repaid by ACTA within 30 days of its receipt of an invoice from Corridor Dispatcher therefor. Corridor Dispatcher acknowledges, however, that Corridor Dispatcher shall have no right to cure defaults by ACTA hereunder that would give Corridor Dispatcher a claim for disbursement of the Use Fees or M&O Charges proceeds.

### 13.3 Termination.

(a) Termination of a Railroad's Right to Use the Rail Corridor. Should either UP or BNSF have its rights under the Operating Agreement terminated pursuant to Section 14.3 of the Operating Agreement, then ACTA (acting in accordance with direction from the Ports and any non-terminated Railroad) may terminate this Agreement, which termination shall be effective on the date a replacement corridor dispatcher has been selected by the Ports and any non-terminated Railroad pursuant to the Operating Agreement and such corridor dispatcher is prepared to perform dispatching services on the Rail Corridor.

#### (b) Termination for Material Default under this Agreement.

(1) Material Default. Corridor Dispatcher shall be considered to be in material default hereunder if (i) Corridor Dispatcher fails to comply with the Corridor Dispatching Performance Standards, (ii) Corridor Dispatcher permits unsafe or dangerous policies, practices or standards that endanger the safe operation of the Rail Corridor, (iii) Corridor Dispatcher fails to implement the rulings of an arbitrator or court order affecting its conduct of services hereunder (excluding any period during which Corridor Dispatcher is appealing such an order or ruling), or (iv) one of UP and BNSF ceases to perform as Corridor Dispatcher.

(2) Notice of Material Default. If ACTA determines that one or more of the conditions set forth in subsection (1) above exists, ACTA shall send written notification thereof to Corridor Dispatcher and the Ports.

(3) Notice of Intent to Terminate. In the event notice pursuant to subsection (2) above has been delivered to Corridor Dispatcher, and ACTA is authorized by both Ports (or pursuant to an arbitration or court order under Article XVIII), ACTA shall notify Corridor Dispatcher of its intent to terminate this Agreement for a material breach as specified in subsection (1) above.

(4) Termination for Material Default. If Corridor Dispatcher has not cured the material default within 15 days after delivery of the notice described in subsection (3) above, ACTA (acting in accordance with direction from both Ports or pursuant to an arbitration

or court order under Article XVIII) may thereupon terminate this Agreement by delivering a written termination notice to Corridor Dispatcher, which termination shall be effective on the date a replacement corridor dispatcher has been selected by the Ports and Railroads pursuant to Section 2.5(d) of the Operating Agreement and such replacement corridor dispatcher is prepared to perform dispatching services on the Rail Corridor.

(c) Termination for Casualty under Operating Agreement. If POLA and POLB terminate the Operating Agreement pursuant to Section 11.4(b) of the Operating Agreement, then this Agreement shall simultaneously terminate without any penalty or liability to ACTA, POLA and/or POLB; *provided, however*, that any liabilities which arose prior to the date of such termination shall survive the termination hereof.

## ARTICLE XIV INDEMNIFICATION AND LIABILITY

**14.1 General Indemnity.** Corridor Dispatcher (the “**Indemnitor**”) hereby agrees to indemnify, defend (with counsel selected by Indemnitor and reasonably acceptable to the Indemnified Parties (as hereinafter defined)) and save harmless ACTA, POLA and POLB, and each of them, and their respective officers, directors, employees, commissioners, agents, successors and assigns (individually, an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”, but excluding from such persons Corridor Dispatcher, BNSF and UP and the respective agents, contractors and subcontractors of Corridor Dispatcher, BNSF and UP), from and against any Losses to the extent that such Losses may result from the act or omission of Corridor Dispatcher (in its capacity as Corridor Dispatcher) or its employees, agents, representatives, contractors, subcontractors, invitees or licensees during the term hereof.

### **14.2 Demand and Notification Process.**

(a) Demand. In the event that any claim, action, proceeding, investigation or demand shall be brought or threatened against any Indemnified Party, by reason of any matter requiring indemnification (an “**Indemnified Matter**”), such Indemnified Party shall give written notice thereof to the Indemnitor, which notice shall contain a reasonably detailed description of the event, occurrence or condition giving rise to the claim for indemnity and shall enclose a true copy of any and all documents served upon or received by such Indemnified Party.

(b) Payment. In the event any Indemnified Party shall suffer or incur any Losses arising from or in connection with any Indemnified Matter, Indemnitor shall pay such Indemnified Party the total of such Losses suffered and incurred by Indemnified Party within 90 days following demand therefor and delivery of an account of Losses suffered by such Indemnified Party and thereafter as such Losses are incurred and reported to Indemnitor by such Indemnified Party, and any such Losses which are not paid within such 90-day period shall be delinquent. In addition to all other rights and remedies of any Indemnified Party against Indemnitor provided herein, or under applicable law, Indemnitor shall pay to such Indemnified Party interest accrued on any delinquent payments at the Overdue Rate from the date such payment is due until paid.

(c) Defense. Indemnitor shall at its own cost, expense, and risk: (i) defend each Indemnified Party in all suits, actions, or other legal or administrative proceedings that may be brought or instituted against each such Indemnified Party on account of any Indemnified

Matter with counsel selected by Indemnitor and reasonably acceptable to such Indemnified Party; (ii) pay and/or satisfy any judgment or decree that may be recorded against such Indemnified Party in any such suit, action, or other legal or administrative proceedings; and (iii) reimburse such Indemnified Party for all Losses incurred by such Indemnified Party relating to or in connection with any such suit, action, or other legal or administrative proceedings.

(d) Settlement. Notwithstanding anything to the contrary contained herein, Indemnitor shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), settle or compromise any action, suit, proceeding, or claim relating, directly or indirectly, to any Indemnified Matter or consent to the entry of any judgment therein in excess of \$100,000.

(e) Joinder. Without limiting the rights of the Indemnified Parties pursuant to this Section 14.2, each Indemnified Party shall have the right to join and participate in, as a party if it so elects, any suits, actions, or other legal or administrative proceedings that may be brought or instituted against such Indemnified Party on account of any Indemnified Matter. In any such case, such Indemnified Party, at its own cost and expense, may employ its own legal counsel and consultants to prosecute, negotiate, or defend any claim, action, or cause of action; provided, that such Indemnified Party shall not, without the prior written consent of Indemnitor (which consent shall not be unreasonably withheld, conditioned or delayed), settle or compromise any action, suit, proceeding, or claim relating, directly or indirectly, to any Indemnified Matter or consent to the entry of any judgment therein in excess of \$100,000.

(f) References to POLA, POLB and ACTA. For purposes of the indemnification and liability provisions hereof, “POLA” shall include the City of Los Angeles, the Port of Los Angeles and its Board of Harbor Commissioners; “POLB” shall include the City of Long Beach, the Port of Long Beach and its Board of Harbor Commissioners; “ACTA” shall include the ACTA Board of Directors; and the indemnification in favor of each party to this Agreement shall include its respective officers, directors, employees, commissioners, agents, successors and assigns.

### 14.3 Releases.

(a) Without limiting any rights of BNSF, UP or Corridor Dispatcher set out in the Operating Agreement, each of BNSF and UP, to the maximum extent permitted by applicable law, hereby expressly releases, remises and discharges forever ACTA and the other Indemnified Parties from any and all Losses which may have been or in the future may be incurred or suffered by BNSF, UP, or its property in connection with this Agreement, caused by or otherwise resulting from the condition or state of repair of, or any defects in, the Rail Corridor.

(b) Each of BNSF and UP, after having read and been advised by legal counsel regarding the provisions of California Civil Code Section 1542 and in any and all similar statutes, rules and regulations and any other statute of the United States, hereby agrees, represents and warrants that the matters released in this Section 14.3 are not limited to the matters which are known or disclosed. California Civil Code Section 1542 reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING A RELEASE WHICH, IF KNOWN BY HIM,**

**MUST HAVE MATERIALLY AFFECTED HIS  
SETTLEMENT WITH THE DEBTOR.**

Each of BNSF and UP hereby agrees, represents and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and further agrees, represents and warrants that the releases contained in this Section 14.3 have been negotiated and agreed upon in light of that realization and that it nevertheless hereby intends to release and discharge ACTA and the other Indemnified Parties from any such causes of action, claims, demands, controversies, damages, costs, losses and expenses.

UP: \_\_\_\_\_

BNSF: \_\_\_\_\_

**14.4 Interpretation.**

(a) Each of the parties hereto hereby agrees that this Agreement is not intended to be, and none shall construe it as, a contract or agreement covered by the provisions of California Civil Code Section 2784.5 (which Section concerns certain hauling, trucking or cartage contracts or agreements).

(b) Corridor Dispatcher hereby agrees that Corridor Dispatcher is not, and is not intended to be, the agent, servant or independent contractor (as such terms are used in California Civil Code Section 2782) of ACTA, POLA and/or POLB. In addition, Corridor Dispatcher agrees that neither it nor any of its agents or representatives shall claim or assert that the negligence or willful misconduct of Corridor Dispatcher or any Railroad is or should be imputed to ACTA, POLA and/or POLB under any agency or other legal theory.

(c) Each of the parties hereto hereby waives, to the extent permitted by applicable law, the provisions of California Civil Code Section 2782 (which Section places limitations on indemnifications in certain construction contracts).

ACTA: \_\_\_\_\_

UP: \_\_\_\_\_

BNSF: \_\_\_\_\_

**14.5 No Shared Liability With POLA and POLB.** UP and BNSF acknowledge that under the Operating Agreement, certain liabilities are to be shared among UP, BNSF, POLB and POLA (each as to a 25% share), except to the extent such liability is covered by a contractor (such as Corridor Dispatcher) or by the contractor's insurance. As a material inducement to POLA and POLB to approve the selection of BNSF and UP as Corridor Dispatcher and ACTA to enter into this Agreement, UP and BNSF agree (i) to the indemnification and liability provisions of this Article XIV, and (ii) that the division of liability

among UP, BNSF, POLA and POLB specified in the Operating Agreement, including in Section 11.1(a) of the Operating Agreement, shall not apply to any Losses covered by Corridor Dispatcher under Section 14.1, which Losses, for purposes of the Operating Agreement, shall be deemed covered by a contractor.

**14.6 Survival.** The provisions of this Article XIV shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE XV INSURANCE**

**15.1 Insurance.** Subject to Section 15.7 below, Corridor Dispatcher shall obtain and maintain in full force and effect at all times during the term of this Agreement the following types of insurance with insurance carriers having a current A.M. Best rating of not less than A:VII, in the amounts provided for below and otherwise in form and substance acceptable to the Ports and Railroads:

(a) General liability insurance in the amount of at least \$25,000,000 per occurrence, which shall provide coverage for personal injury, bodily injury including death resulting therefrom, and property damage liability, with respect to all operations of Corridor Dispatcher, and which shall include coverage for contractually assumed liability at least as broad as such coverage provided by Insurance Services Office Commercial General Liability insurance form CG 00 01;

(b) Federal Employers Liability Act (FELA) as applicable. Limits for FELA coverage shall be no less than \$2,000,000 per occurrence; and

(c) Property insurance with limits of not less than the replacement cost of such Dispatching Equipment, which shall protect against damage to all Dispatching Equipment on an all-risks basis.

**15.2 Additional Insureds.** Each insurance policy obtained by Corridor Dispatcher as required by this Article XV shall include an additional insured endorsement (CG 2010 or equivalent) naming ACTA, POLA and POLB and their respective officers, directors, commissioners, agents and employees as additional insureds.

**15.3 Insurance to be Primary.** The insurance obtained pursuant to this Article XV shall be primary with respect to the obligations hereunder of Corridor Dispatcher and with respect to the interests of all parties added as additional insureds, shall contain a defense of suits provision, a severability of interest clause and a waiver of subrogation clause. Any other insurance maintained by an additional insured shall be excess of this coverage herein defined as primary and shall not contribute with it. Any failure by Corridor Dispatcher to comply with reporting or other provisions of the policies of insurance required hereunder, including breaches of warranties, shall not affect coverage to ACTA or the Ports. The existence of any insurance or self-insurance shall not affect or lessen the indemnification provided by Corridor Dispatcher hereunder.

**15.4 Cancellation or Termination of Insurance.** The Corridor Dispatcher shall provide 60 days' prior written notice to ACTA and the Ports where any insurance policy

required by this Article XV is to be suspended, voided, canceled by either party, or reduced in coverage or limits. In addition, the Corridor Dispatcher shall exercise commercially reasonable efforts to obtain an endorsement with respect to each such insurance policy which states that the insurer shall endeavor to provide at least 60 days' prior written notice to ACTA and the Ports of the suspension, cancellation or reduction in coverage or limits of such policy.

**15.5 Verification of Insurance.** Upon its election to no longer provide self-insurance as provided in Section 15.7, where applicable, Corridor Dispatcher shall deliver to ACTA evidence of compliance with the requirements set forth in Sections 15.1 through 15.4, consisting of either a certificate of insurance or copies of endorsements to the insurance policies or certified copies of the insurance policies required hereunder evidencing additional insured status of the Indemnified Parties. Upon renewal of each required insurance policy or upon written request of ACTA as may reasonably be requested from time to time, Corridor Dispatcher promptly shall deliver to ACTA original endorsements to such renewal policies. Corridor Dispatcher acknowledges and agrees that any actual or alleged failure on the part of Indemnified Parties to inform Corridor Dispatcher of non-compliance with any insurance requirement in no way imposes any additional obligations on Indemnified Parties nor does it waive any rights hereunder in this or any other regard.

**15.6 Failure to Maintain Insurance.** Any default arising from Corridor Dispatcher's failure to maintain the insurance required by this Article XV shall not relieve Corridor Dispatcher of any of its liabilities or obligations hereunder. Furthermore, should Corridor Dispatcher fail to maintain the insurance required by this Article XV, in addition to any of ACTA's other remedies hereunder, at law or in equity, ACTA, at its sole option, may purchase any or all of the insurance required by this Article XV and Corridor Dispatcher, within 30 days of its receipt of an invoice from ACTA, shall reimburse ACTA for the full cost of such insurance.

**15.7 Self-Insurance.** The Operating Agreement provides in Section 11.2(b) that so long as UP and BNSF are jointly acting as Corridor Dispatcher, Corridor Dispatcher may self-insure against any liabilities arising from its acts or omissions while acting in the capacity of Corridor Dispatcher. UP and BNSF hereby represent and agree to maintain in full force and effect such self-insurance as required by the Operating Agreement for the term of this Agreement unless and until such time as UP and BNSF elect by written notice to ACTA to obtain the insurance required under this Article XV. Upon the occurrence of such event, Corridor Dispatcher immediately shall obtain and maintain the insurance required under this Article XV. In the event a non-Railroad replacement Lead Corridor Dispatcher shall serve as Lead Corridor Dispatcher, the replacement Lead Corridor Dispatcher shall not have the right to self-insure against any liabilities arising from its acts or omissions while acting in the capacity of Corridor Dispatcher unless the right to self-insure shall have been approved by Mutual Agreement.

**15.8 No Limitation on Liability.** Requirements of specific insurance coverage features described in this Article XV shall not be construed to be a limitation of the liability on the part of Corridor Dispatcher nor to relieve Corridor Dispatcher of any liability or responsibility under this Agreement, as a matter of law or otherwise. Such requirements are not intended by any party to be limited to providing coverage for the vicarious liability of the Indemnified Parties or to the supervisory role, if any, of Indemnified Parties. All insurance coverage provided pursuant to this Agreement in any way relating to Indemnified Parties is intended to apply to the full extent of the policies involved.

**15.9 Right of Subrogation.** If Corridor Dispatcher elects to maintain the insurance set forth in this Article XV, (i) no liability insurance coverage provided to comply with this Article XV shall prohibit Corridor Dispatcher, or Corridor Dispatcher's employees or agents, from waiving the right of subrogation prior to a loss, and (ii) upon such election, Corridor Dispatcher shall waive any right of recovery in connection with any Indemnified Matter.

## **ARTICLE XVI CASUALTY**

**16.1 ACTA Not Required to Repair.** ACTA shall have no obligation to any party hereto to repair or replace damage to or destruction of the Rail Corridor or to the Dispatching Equipment caused by any casualty, unless ACTA is otherwise obligated to do the same under the Operating Agreement (and then only to the extent required under the Operating Agreement).

## **ARTICLE XVII REPRESENTATIONS AND WARRANTIES**

**17.1 Representation and Warranties of ACTA.** ACTA represents and warrants to Corridor Dispatcher that it is fully authorized to enter into this Agreement and that this Agreement is binding and enforceable against it and its respective successors and assigns, in accordance with the terms hereof.

**17.2 Representations and Warranties of UP.** UP represents and warrants to ACTA and BNSF that it is fully authorized to enter into this Agreement and that this Agreement is binding and enforceable against it and its respective successors and assigns, in accordance with the terms hereof.

**17.3 Representations and Warranties of BNSF.** BNSF represents and warrants to ACTA and UP that it is fully authorized to enter into this Agreement and that this Agreement is binding and enforceable against it and its respective successors and assigns, in accordance with the terms hereof.

## **ARTICLE XVIII ARBITRATION**

**18.1 Arbitration. IN THE EVENT OF A CLAIM OR DISPUTE (OTHER THAN A CLAIM OR DISPUTE DESCRIBED IN SECTION 18.6) ARISING OUT OF THIS AGREEMENT (WHICH CLAIM OR DISPUTE NEED NOT GIVE RISE TO A DEFAULT OR EVENT OF DEFAULT HEREUNDER), THE DISPUTING PARTIES, WHICH COULD INCLUDE POLA AND/OR POLB, SHALL MAKE GOOD FAITH EFFORTS TO RESOLVE THE DISPUTE THROUGH NEGOTIATION. FAILING A RESOLUTION OF THE DISPUTE OR CLAIM THROUGH THESE GOOD FAITH EFFORTS WITHIN 30 DAYS AFTER THE COMMENCEMENT OF THE DISPUTE OR CLAIM, ANY DISPUTING PARTY MAY SERVE UPON THE OTHER DISPUTING PARTIES, A WRITTEN DEMAND FOR ARBITRATION.**

**18.2 Selection of Arbitrator or Board of Arbitrators.** IF THE PARTIES TO THE DISPUTE ARE ABLE TO AGREE UPON A SINGLE COMPETENT AND DISINTERESTED ARBITRATOR FROM THE LIST ESTABLISHED PURSUANT TO SECTION 18.7 WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE BY ONE PARTY OF ITS DESIRE FOR ARBITRATION TO THE OTHER PARTY, THEN THE QUESTION OR CONTROVERSY SHALL BE SUBMITTED TO AND SETTLED BY THAT SINGLE ARBITRATOR. OTHERWISE, ANY PARTY (THE “NOTIFYING PARTY”) MAY NOTIFY THE OTHER PARTY (THE “NOTICED PARTY”) IN WRITING OF ITS REQUEST FOR ARBITRATION AND NOMINATING ONE ARBITRATOR FROM THE LIST ESTABLISHED PURSUANT TO SECTION 18.7. WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SAID NOTICE, THE NOTICED PARTY OR PARTIES SHALL APPOINT ONE ARBITRATOR (MULTIPLE PARTIES MUST AGREE UPON A SINGLE ARBITRATOR) FROM THE LIST ESTABLISHED PURSUANT TO SECTION 18.7 AND NOTIFY THE NOTIFYING PARTY IN WRITING OF SUCH APPOINTMENT. SHOULD THE NOTICED PARTY OR PARTIES FAIL WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE TO NAME AN ARBITRATOR, SAID ARBITRATOR MAY BE APPOINTED BY THE CHIEF JUDGE (OR ACTING CHIEF JUDGE) OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, UPON APPLICATION BY EITHER PARTY AFTER TEN (10) DAYS’ WRITTEN NOTICE TO THE OTHER PARTY. THE TWO ARBITRATORS SO CHOSEN SHALL SELECT ONE ADDITIONAL ARBITRATOR FROM THE LIST ESTABLISHED PURSUANT TO SECTION 18.7 TO COMPLETE THE BOARD. IF THE ARBITRATORS SO CHOSEN FAIL TO AGREE UPON AN ADDITIONAL ARBITRATOR, THE SAME SHALL, UPON APPLICATION OF A PARTY, BE APPOINTED BY SAID JUDGE IN THE SAME MANNER HERETO BEFORE STATED.

**18.3 Arbitration Location and Applicable Procedures** SECTION 1283.05 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE IS SPECIFICALLY MADE APPLICABLE TO THIS AGREEMENT. ANY ARBITRATION PURSUANT TO THIS PROVISION SHALL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA. UPON SELECTION OF THE ARBITRATOR(S), SAID ARBITRATOR(S) SHALL, WITH REASONABLE DILIGENCE, DETERMINE THE QUESTIONS AS DISCLOSED IN SAID NOTICE OF ARBITRATION, SHALL GIVE ALL PARTIES REASONABLE NOTICE OF THE TIME AND PLACE OF HEARING EVIDENCE AND ARGUMENT, MAY TAKE SUCH EVIDENCE AS THE ARBITRATOR(S) SHALL DEEM REASONABLE, OR AS EITHER PARTY MAY SUBMIT WITH WITNESSES REQUIRED TO BE SWORN, AND HEAR ARGUMENTS OF COUNSEL OR OTHERS. IF AN ARBITRATOR DECLINES OR FAILS TO ACT, THE PARTY (OR PARTIES IN THE CASE OF A SINGLE ARBITRATOR) BY WHOM THE ARBITRATOR WAS CHOSEN OR SAID JUDGE, SHALL APPOINT ANOTHER TO ACT IN THE ARBITRATOR’S PLACE.

**18.4 Arbitration Award.** AFTER CONSIDERING ALL EVIDENCE, TESTIMONY AND ARGUMENTS, SAID SINGLE ARBITRATOR OR THE MAJORITY OF SAID BOARD OF ARBITRATORS SHALL PROMPTLY STATE SUCH DECISION OR AWARD AND THE REASONING FOR SUCH DECISION OR AWARD IN WRITING WHICH SHALL BE FINAL, BINDING, AND CONCLUSIVE ON ALL

PARTIES TO THE ARBITRATION WHEN DELIVERED TO THEM. THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF AND ENFORCED AS BETWEEN THE PARTIES WITHOUT FURTHER EVIDENTIARY PROCEEDING, THE SAME AS ENTERED BY THE COURT AT THE CONCLUSION OF A JUDICIAL PROCEEDING IN WHICH NO APPEAL WAS TAKEN. UNTIL THE ARBITRATOR(S) SHALL ISSUE THE FIRST DECISION OR AWARD UPON ANY QUESTION SUBMITTED FOR ARBITRATION, PERFORMANCE UNDER THIS AGREEMENT SHALL CONTINUE IN THE MANNER AND FORM EXISTING PRIOR TO THE RISE OF SUCH QUESTION. AFTER DELIVERY OF SAID FIRST DECISION OR AWARD, EACH PARTY SHALL FORTHWITH COMPLY WITH SAID FIRST DECISION OR AWARD IMMEDIATELY AFTER RECEIVING IT.

**18.5 Fees and Expenses of Arbitration.** EACH PARTY TO THE ARBITRATION SHALL PAY ITS PRO RATA SHARE (BASED ON THE NUMBER OF PARTIES IN THE ARBITRATION) OF THE EXPENSES AND FEES OF THE ARBITRATOR, TOGETHER WITH OTHER EXPENSES OF THE ARBITRATION INCURRED OR APPROVED BY THE ARBITRATOR, NOT INCLUDING COUNSEL FEES OR WITNESS FEES OR OTHER EXPENSES INCURRED BY A PARTY FOR ITS OWN BENEFIT. HOWEVER, IN DISPUTES BETWEEN BNSF AND UP ONLY, ACTA, POLA AND POLB SHALL NOT CONTRIBUTE TOWARD THE EXPENSES AND FEES. ANY AWARD BY THE ARBITRATOR SHALL INCLUDE REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES TO THE PREVAILING PARTY.

ACTA: \_\_\_\_\_

UP: \_\_\_\_\_

BNSF: \_\_\_\_\_

**18.6 Expedited Decision Relating to Corridor Dispatching Performance Standards.** NOTWITHSTANDING THE PROVISIONS OF SECTION 18.1, IN THE EVENT OF A CLAIM OR DISPUTE ARISING OUT OF (A) THE CORRIDOR DISPATCHING PERFORMANCE STANDARDS SET FORTH IN THIS AGREEMENT (WHICH CLAIM OR DISPUTE NEED NOT GIVE RISE TO A DEFAULT OR EVENT OF DEFAULT HEREUNDER) OR (B) AN ALLEGED DEFAULT OR CIRCUMSTANCES THAT WOULD ALLOW TERMINATION OF THIS AGREEMENT UNDER ARTICLE XIII, THE DISPUTING PARTIES, WHICH COULD INCLUDE POLA AND/OR POLB, SHALL MAKE GOOD FAITH EFFORTS TO RESOLVE THE DISPUTE THROUGH NEGOTIATION. FAILING A RESOLUTION OF THE DISPUTE OR CLAIM THROUGH THESE GOOD FAITH EFFORTS WITHIN 30 DAYS AFTER THE COMMENCEMENT OF THE DISPUTE OR CLAIM, ANY DISPUTING PARTY MAY SERVE UPON THE OTHER DISPUTING PARTIES, A WRITTEN DEMAND FOR ARBITRATION UNDER THIS SECTION 18.6. THE DISPUTING PARTIES, WITHIN 10 DAYS THEREAFTER, SHALL SELECT ONE OF THE MUTUALLY SATISFACTORY INDEPENDENT ARBITRATORS FROM THE LIST ESTABLISHED PURSUANT TO SECTION 18.7. IF THEY ARE UNABLE TO AGREE, THEN THE FIRST OF SUCH ARBITRATORS, TAKEN IN ALPHABETICAL ORDER FROM AMONG THOSE HAVING SERVED AS AN ARBITRATOR UNDER THIS

**AGREEMENT THE FEWEST, THEN NEXT FEWEST, NUMBER OF TIMES, ABLE TO PERFORM THE ARBITRATION WITHIN 30 DAYS, SHALL BE THE ARBITRATOR. SECTION 1283.05 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE IS SPECIFICALLY MADE APPLICABLE TO THIS AGREEMENT. THE ARBITRATOR SHALL GIVE EACH OF THE PARTIES HERETO, AND POLA AND POLB, IF APPLICABLE, 10 DAYS' PRIOR WRITTEN NOTICE OF THE TIME AND PLACE OF THE INITIAL HEARING AND SHALL PROCEED WITHOUT DELAY TO HEAR AND DETERMINE THE MATTER IN DISPUTE. UNLESS THE PARTIES TO THE DISPUTE OTHERWISE AGREE, THE ARBITRATION SHALL BE COMPLETED, AND A DECISION RENDERED, WITHIN 30 DAYS AFTER APPOINTMENT OF THE ARBITRATOR. THE DECISION OF THE ARBITRATOR SHALL BE SUPPORTED BY LAW AND SUBSTANTIAL EVIDENCE AND MUST COMPLY WITH THE TERMS OF THIS AGREEMENT, AND FURTHER, THE ARBITRATOR SHALL ISSUE WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. ANY ARBITRATION PURSUANT TO THIS PROVISION SHALL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA.**

**18.7 Selection of Mutually Satisfactory Independent Arbitrators.**

(a) General. ACTA, BNSF and UP hereby agree that (i) within six (6) months from the Commencement Date of this Agreement, each party shall submit to each other a list of three (3) independent arbitrators who are experienced in railway operations and (ii) within nine (9) months from the Commencement Date of this Agreement ACTA, BNSF and UP jointly shall select at least six of such arbitrators as the potential arbitrators under this Agreement. If the parties cannot agree on the list of six arbitrators, then each party will select two persons from its list of proposed arbitrators and the six persons so selected shall constitute the list of agreed arbitrators. From time to time ACTA, BNSF and/or UP may request that one or more of the selected arbitrators be replaced. If the parties are unable to agree upon the removal of any arbitrator and/or the replacement of any arbitrator, then the arbitrators on the approved list immediately prior to such party's request shall remain. Under the procedure set forth above, if a party does not submit a list of arbitrators, then the parties shall select the arbitrators from the list provided by the other party or part(ies). No arbitrator may be selected hereunder if he or she has a present relationship with a party or its counsel or had a relationship with a party or its counsel within three years prior to selection (for purposes of this Article XVIII, a prospective arbitrator shall not be deemed to have a relationship with or an interest in any party merely by reason of owning shares in such party, provided that the prospective arbitrator's ownership of shares complies with the provisions of Section 1091.5 of the California Government Code and any other applicable conflict-of-interest laws).

(b) Prohibited Financial and Personal Interests and Relationships.

Notwithstanding anything herein to the contrary, if any party discovers that a selected arbitrator has any financial or personal interest in the results of any arbitration hereunder or has any present relationship, or had any past relationship within three years prior to the date of the actual arbitration, with any of the parties or their counsel, such party shall immediately disclose such interest to each other party and such arbitrator shall be disqualified from acting as an arbitrator hereunder. Failure to disclose any such interest or relation shall be grounds for vacating any award made by such arbitrator. If any arbitrator is disqualified pursuant to this subsection (c), the parties shall use the procedure set forth in Section 18.3(a) to select a replacement arbitrator.

(c) Designation of Replacement Arbitrator. If for any reason all of the arbitrators on the then-current approved list are unable to perform an arbitration and the parties to the arbitration are unable to agree on a replacement arbitrator within 15 days after discovering that all arbitrators are unable to perform, then a neutral arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure.

## **ARTICLE XIX MISCELLANEOUS**

**19.1 Severability.** Each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law to the fullest extent possible. In the event, however, that any provision contained herein shall for any reason be held invalid, illegal or unenforceable in any respect, then, in order to effect the purposes of this Agreement it shall be construed as if such provision had never been contained herein and the remainder of this Agreement shall have full force and effect.

### **19.2 Assignment; Agreement Binding on Successors and Assigns.**

(a) Assignment. No party hereto may assign its duties and obligations under this Agreement without the prior written consent of each of the other parties hereto which consent may be given or withheld in the sole discretion of such other parties. Notwithstanding the preceding sentence, (i) Corridor Dispatcher may employ subcontractors to perform specific duties of Corridor Dispatcher hereunder under a subcontract entered into in the normal course solely for performance of some, but not all, of Corridor Dispatcher's duties hereunder, provided that trained and experienced employees of Corridor Dispatcher continue to supervise such subcontractors at all times, and (ii) POLA and/or POLB may appoint ACTA as its agent for purposes of carrying out any of their separate respective rights hereunder. In addition, notwithstanding any provision in this Section 19.2, either UP or BNSF may assign all of its rights under this Agreement to its successor entity by merger or reorganization without the consent of the other parties hereto, provided that the successor entity assumes all of the obligations of such Railroad under this Agreement.

(b) Binding Agreement. Subject to the restrictions on assignment set forth herein, this Agreement shall be binding upon and shall inure to the benefit of BNSF, UP and ACTA and their respective successors and assigns.

**19.3 Amendments.** No modifications, amendments or changes hereto shall be binding upon any party unless set forth in a written amendment, duly approved, executed and delivered by all parties hereto. No provision hereof shall be revoked or waived except by an instrument in writing signed by a duly authorized person of the party to be charged with such revocation or waiver.

**19.4 No Recordation.** Without the prior written consent of all parties hereto, no party may record this Agreement.

**19.5 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally on the party to whom notice is given, or if made by electronic mail directed to the party at the electronic mail address listed below promptly followed by written notice sent via

overnight courier or first class mail as provided in clause (ii) below, or (ii) on receipt, if mailed to the party to whom notice is to be given by overnight courier or first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To ACTA:

Alameda Corridor Transportation Authority  
3760 Kilroy Airport Way, Suite 200  
Long Beach, California 90803  
Attention: Chief Executive Officer  
Email: [mleue@acta.org](mailto:mleue@acta.org)  
Confirmation No. (562) 247-7070

To POLA:

Port of Los Angeles  
425 South Palos Verdes Street  
San Pedro, California 90731  
Attn: Executive Director  
Email: [gene\\_seroka@portla.org](mailto:gene_seroka@portla.org)  
Confirmation No. (310) 732-3456

To POLB:

Port of Long Beach  
415 W. Ocean Boulevard  
Long Beach, California 90802  
Attn: Executive Director  
Email: [mario.cordero@polb.com](mailto:mario.cordero@polb.com)  
Confirmation No. (562) 283-7097

To UP:

Union Pacific Railroad Company  
1400 Douglas Street – Stop 1160  
Omaha, Nebraska 68179  
Attn: Executive Vice President of Operations  
(with a copy to Director-Joint Facilities)  
Email: [jointfacilitycontracts@up.com](mailto:jointfacilitycontracts@up.com)  
Confirmation No. (402) 271-6529

To BNSF:

BNSF Railway Company  
2500 Lou Menk Drive  
AOB – Garden Level  
Fort Worth, Texas 76131  
Attn: Assistant Vice President - Contracts and Joint Facilities  
(with a copy to Director - Contracts and Joint Facilities)  
Email: OPRDLJointFacilities@BNSF.com  
Confirmation No. (817) 352-4933

Any person to whom notice is required to be given in this Section 19.5 may change its address or addresses to which notices are to be given by providing written notice of the change to each other notice addressee.

**19.6 Attorneys' Fees.** In any action brought to declare the rights granted herein or to enforce the provisions of any of the terms hereof, the prevailing party shall be entitled to an award of reasonable attorneys' fees, costs and expenses (including reasonable fees and expenses for services rendered by a party's internal or staff counsel) both at trial and in connection with any appeal, in any amount determined by the court or arbitrator. The provisions of this Section 19.6 shall survive the entry of any judgment.

**19.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic form (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

**19.8 Relationship of ACTA and Corridor Dispatcher.** Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make ACTA, UP or BNSF (as Corridor Dispatcher or in any other capacity) partners or joint venturers, principal and agent, or employer and employee, or to render one party liable for any of the debts or obligations of any other party unless expressly so provided herein. It is hereby understood and agreed that (i) all obligations of the Lead Corridor Dispatcher hereunder shall be the sole obligation of such Railroad during its Rotation Period as Lead Corridor Dispatcher; and (ii) as between BNSF and UP all obligations of the Lead Corridor Dispatcher shall be several and not joint, and liabilities and responsibilities, including those of liability and indemnity, of UP and BNSF shall be divided such that the Railroad with Lead Corridor Dispatcher responsibilities shall be solely responsible for any liabilities and responsibilities of the Lead Corridor Dispatcher, and the Railroad with Oversight Dispatcher responsibilities, if any, shall be solely responsible for any liabilities and responsibilities therefor. In the event a non-Railroad replacement Lead Corridor Dispatcher is appointed to perform Dispatching Services, in no event shall UP or BNSF have any liability for any obligations, acts, or omissions of such Corridor Dispatcher.

**19.9 No Third Party Beneficiaries Other than POLA and POLB.** It is the intent of each party to this Agreement that each provision hereof inure only to the benefit of POLA, POLB and the parties hereto, their permitted successors and assignees, and shall not inure to the benefit of any other person or entity, including any governmental or quasi-governmental agency or authority. Corridor Dispatcher acknowledges that POLA and POLB are

express third party beneficiaries hereof and that POLA or POLB, together or individually, may sue Corridor Dispatcher directly for any breach hereof.

**19.10 Effect of Agreement.** All negotiations relative to the matters contemplated by this Agreement are merged herein and there are no other understandings or agreements relating to the matters and things herein set forth other than those incorporated herein or agreements expressly referenced herein (including the Operating Agreement) or the documents executed in connection herewith.

**19.11 Waiver.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

**19.12 Time of Essence.** With respect to the performance by Corridor Dispatcher under this Agreement, time is of the essence.

**19.13 Governing Law; Forum.**

(a) 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.

(b) EXCEPT FOR MATTERS SUBMITTED TO ARBITRATION IN ACCORDANCE WITH ARTICLE XVIII, THE PARTIES HERETO AGREE THAT ALL ACTIONS, SUITS, PROCEEDINGS AND/OR CLAIMS RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE BROUGHT, FILED, PROSECUTED AND DEFENDED IN EITHER THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES OR THE U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.

**19.14 Incorporation of Exhibits.** The exhibits attached hereto are incorporated herein by reference.

**19.15 Construction.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

**19.16 Non-discrimination.** Corridor Dispatcher agrees not to discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, disability, sexual orientation, AIDS, HIV status, physical handicap or military veteran status. All assignments and transfers of interest permitted hereunder, and all contracts and subcontracts entered into by Corridor Dispatcher, shall contain this provision.

**19.17 Small Business Enterprise (SBE) Participation.** It is the policy of ACTA to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all ACTA contracts in all areas where such contracts afford such participation opportunities. Corridor Dispatcher shall assist ACTA in implementing this policy and shall use commercially reasonable efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in any such opportunities which might be presented under this Agreement.

**19.18 Conflict of Interest.** It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of ACTA, the City of Los Angeles or the City of Long Beach relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such a financial or economic interest does exist at the inception of this Agreement, then if required by applicable law, ACTA may immediately terminate this Agreement without payment of any termination fee or any other liability therefor by giving written notice thereof.

**19.19 Further Assurances.** Each party hereto shall execute all such instruments and documents and shall take in good faith all such actions as are reasonably necessary to carry out the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

**“BNSF”**

**BNSF RAILWAY COMPANY,**  
a Delaware corporation

Approved as to form this \_\_\_\_  
day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**“UP”**

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware corporation

Approved as to form this \_\_\_\_  
day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**“ACTA”**  
**ALAMEDA CORRIDOR TRANSPORTATION**  
**AUTHORITY, a Joint Powers Authority**

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

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

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

APPROVED AS TO FORM  
\_\_\_\_\_, 2021  
MICHAEL N. FEUER, Los Angeles City Attorney

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

**EXHIBIT A**  
**MAP OF RAIL CORRIDOR**

**LEGEND:**

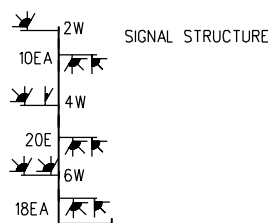
- POWER SWITCH
- HAND THROW SWITCH
- SAFETRAN GCP 3000 BI-DIRECTIONAL
- SAFETRAN GCP 3000 UNI-DIRECTIONAL
- SIGNAL HOUSE
- TOWER

- POWER DERAIL
- T.O. SIZE
- HIGH/WIDE LOAD DETECTOR
- HOT BOX DETECTOR
- DRAGGING EQUIPMENT DETECTOR

- $\frac{1}{2}$  WAYSIDE LUBRICATOR (NO. OF UNITS)
- GRADE SEPARATION
- GRADE CROSSING
- Ⓐ - BEGIN DEPRESSED CUT

**M.P. 0.0**

- MILEPOST
- TRENCH WALLS



- HIGHWAY CROSSING GATE AND FLASHERS
- GRADE DOWN
- AEI READER
- CROSSING DIAMOND
- GROUND SIGNAL
- DWARF SIGNAL
- CD CORRIDOR DISPATCHING JURISDICTION
- CM CORRIDOR MAINTENANCE CONTRACTOR
- PHLM PHL MAINTENANCE
- ODM OTHER DISPATCH & MAINTENANCE
- PHLD PHL DISPATCHING JURISDICTION

- BUMPING POST
- HIGHWAY CROSSING FLASHER
- EMERGENCY LADDER
- EMERGENCY TELEPHONE
- DRY STANDPIPE
- DRAIN CUT OFF (STOP LOG)
- INSULATED JOINT

**NOTES:**

SIGNAL SPACING AND BLOCK LENGTHS ARE SHOWN FOR REFERENCE ONLY.

DIVISION OF MAINTENANCE AND DISPATCHING IS THE SIGNAL AND INSULATED JOINT CONTROLLING THE CONTROL POINT AS SHOWN.

AEI READERS, INCLUDING THOSE SHOWN OUTSIDE THE MAINTENANCE LIMITS OF THE CORRIDOR MAINTENANCE CONTRACTOR, ARE TO BE MAINTAINED BY CORRIDOR MAINTENANCE OPERATOR.

SPEEDS SHOWN ARE DESIGN SPEEDS. OPERATING SPEEDS MAY BE DIFFERENT.

REFER TO TRACK CHART OF CONTROLLING RAILROAD FOR INFORMATION ON NON-ACTA TRACKS.

**TRACK NOTES:**

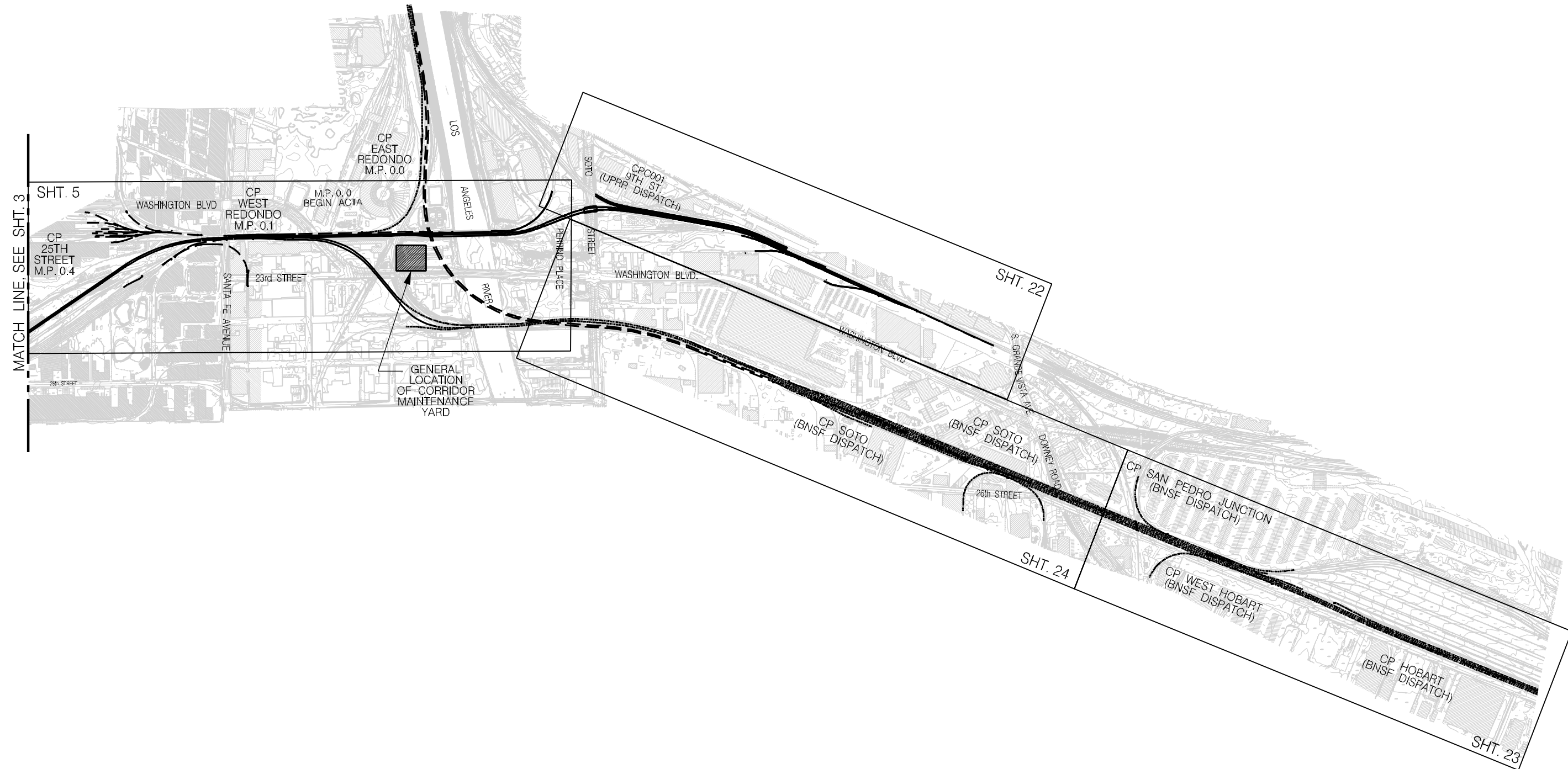
- (1) ACTA MAIN TRACKS WITHIN CP EAST REDONDO BETWEEN M.P.0.0 AND THE EASTERN LIMITS OF THE CONTROL POINT ARE TO BE MAINTAINED BY THE CORRIDOR MAINTENANCE CONTRACTOR AND PAID FOR SEPARATELY BY THE UPRR.
- (2) ACTA MAIN TRACKS WITHIN CP EAST REDONDO BETWEEN M.P.0.0 AND THE 16W AND 18W SIGNALS ON THE BNSF CONNECTOR TRACKS LIMITS ARE TO BE MAINTAINED BY THE CORRIDOR MAINTENANCE CONTRACTOR AND PAID FOR SEPARATELY BY THE BNSF.
- (3) BOUNDARY OF CORRIDOR DISPATCHER AND CORRIDOR MAINTENANCE CONTRACTOR RESPONSIBILITIES (RESPONSIBILITY REMAINS WITH SUCH ENTITIES THROUGH AND INCLUDING THE FIRST SIGNAL OFF OF THE RAIL CORRIDOR).

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

**APPROVED**

										DESIGNED BY <b>C. NITU</b>	NOT APPLICABLE	<p><b>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY</b></p>	ALAMEDA CORRIDOR DISPATCHING AND MAINTENANCE PROJECT DEFINITION		CONTRACT NO.	
										DRAWN BY <b>C. NATHAN</b>			EXHIBIT A		REV	
										CHECKED BY <b>D. SEPULVEDA</b>			SCALE <b>N. T. S.</b>		SHEET NO.	
										IN CHARGE <b>D. SEPULVEDA</b>			SUBMITTED _____		1	
										DATE <b>22 MAR 02</b>	APPROVED _____		EXHIBIT A			
REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION					
R	10/29/04	KS	PD	PD	TRACK CHARTS											
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT											
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT											

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**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

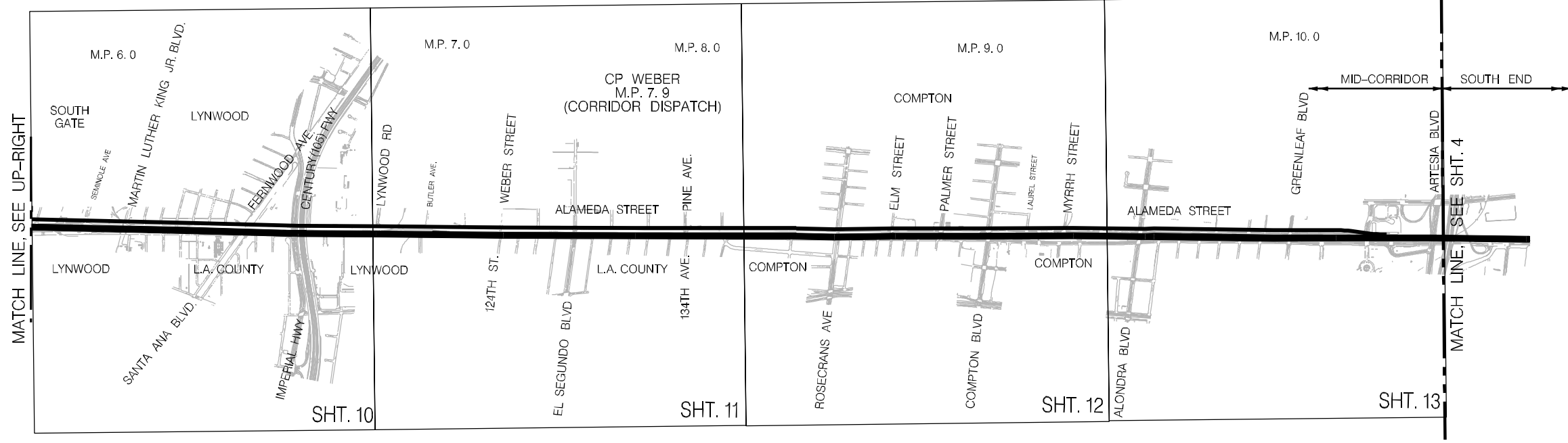
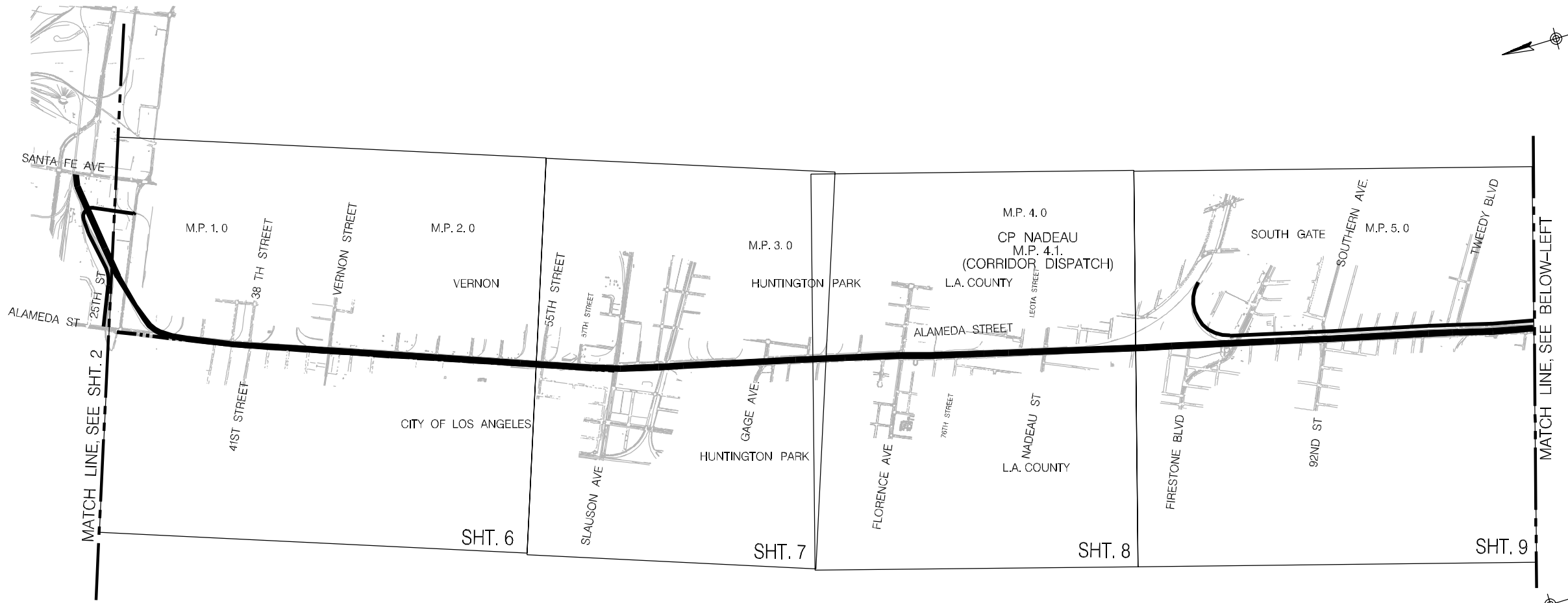
**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffett & Nichol Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO. <b>EXHIBIT A</b>	REV <b>R</b>
SCALE <b>N.T.S.</b>	
SHEET NO. <b>2</b>	



**APPROVED**

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/3/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NATHAN**  
DRAWN BY  
**C. NITU**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT  
APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

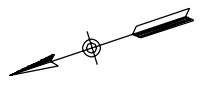
**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffett & Nichol Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

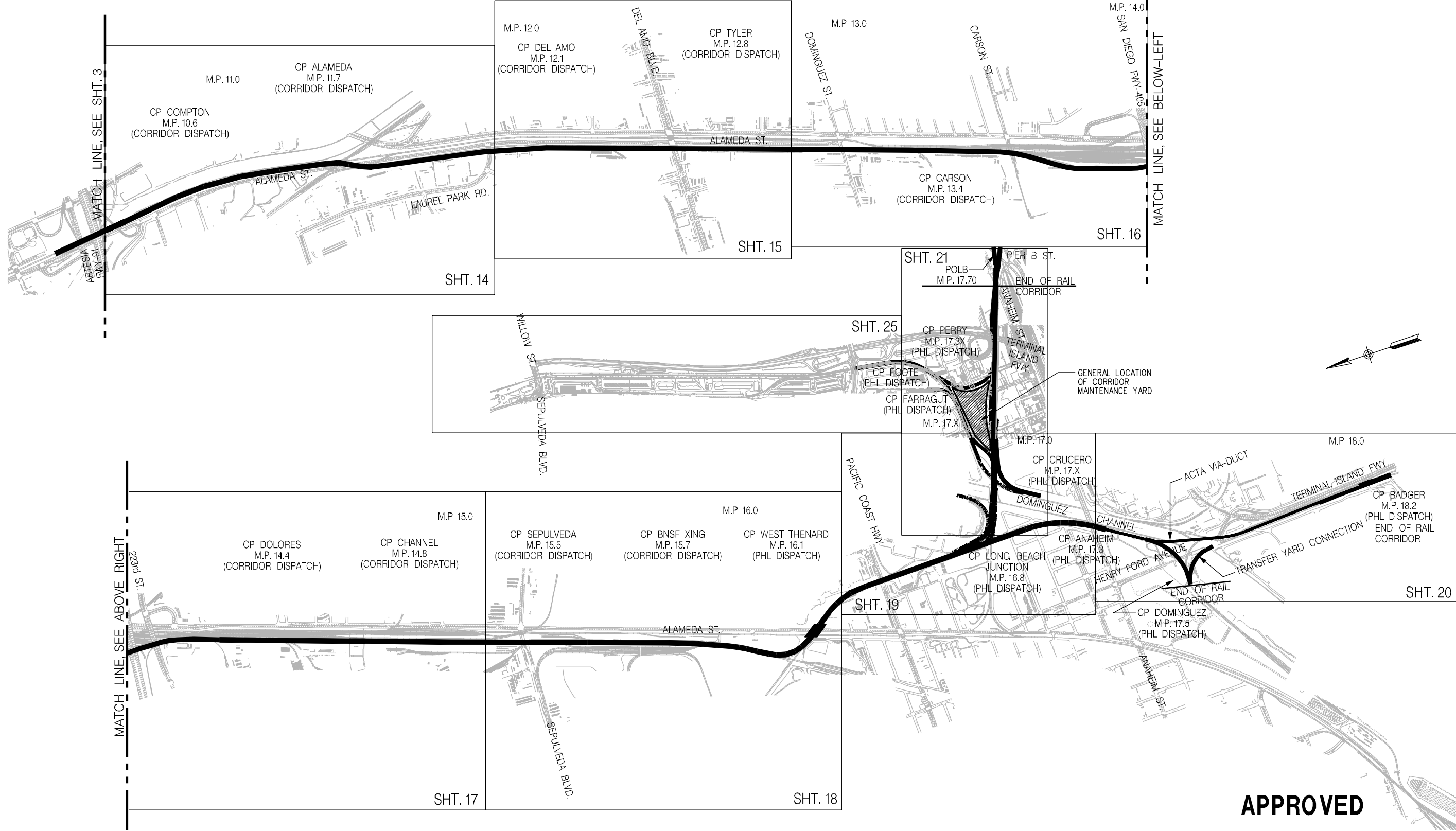
ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO. EXHIBIT A	REV R
SCALE N.T.S.	
SHEET NO. 3	



MID-CORRIDOR SOUTH END



ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

**APPROVED**

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/3/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

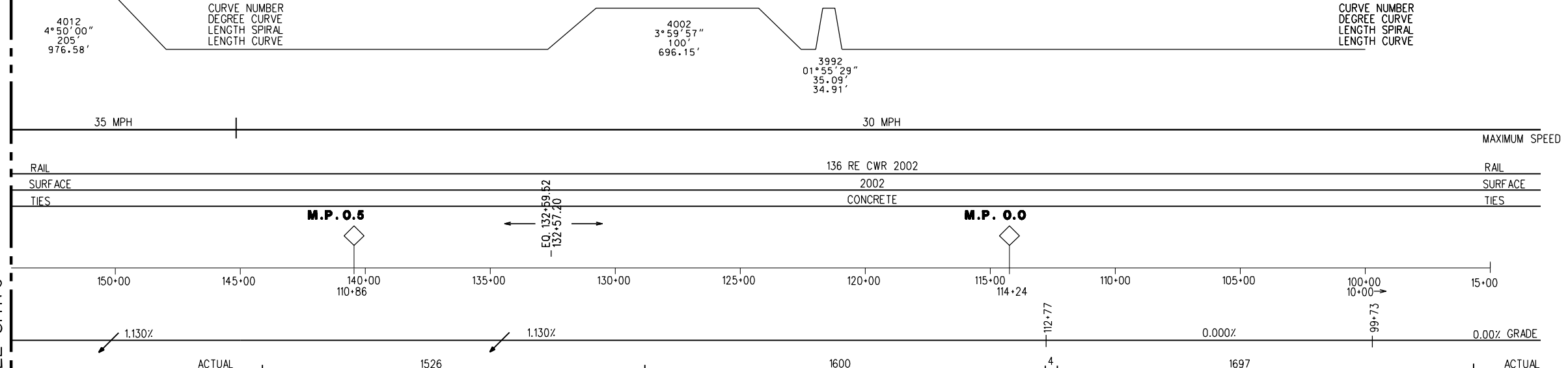
CONTRACT NO.	
DRAWING NO. EXHIBIT A	REV R
SCALE N.T.S.	
SHEET NO. 4	

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

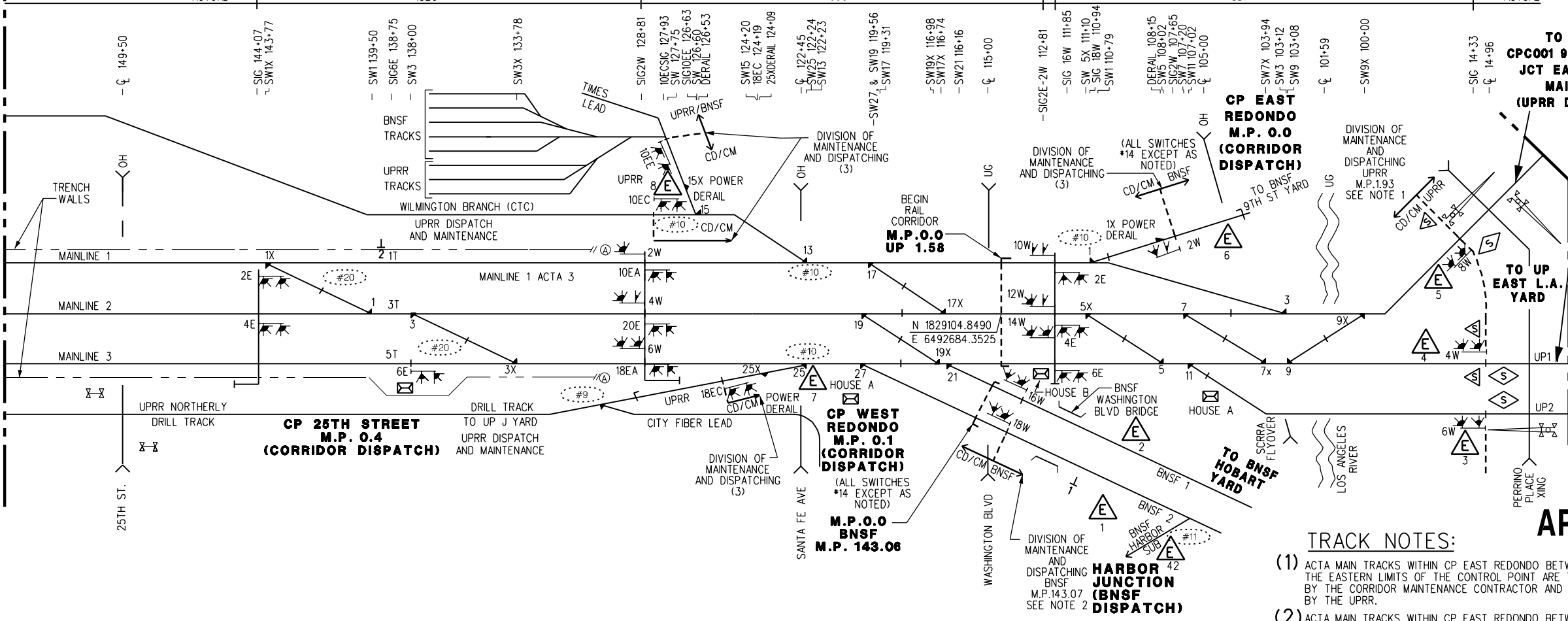
**MAINLINE 2**



SEE SHT. 6

MATCH LINE

MAINLINE 1  
MAINLINE 2  
MAINLINE 3



**APPROVED**

- TRACK NOTES:**
- (1) ACTA MAIN TRACKS WITHIN CP EAST REDONDO BETWEEN M.P. 0.0 AND THE EASTERN LIMITS OF THE CONTROL POINT ARE TO BE MAINTAINED BY THE CORRIDOR MAINTENANCE CONTRACTOR AND PAID FOR SEPARATELY BY THE UPRR.
  - (2) ACTA MAIN TRACKS WITHIN CP EAST REDONDO BETWEEN M.P. 0.0 AND THE 16W AND 18W SIGNALS ON THE BNSF CONNECTOR TRACKS LIMITS ARE TO BE MAINTAINED BY THE CORRIDOR MAINTENANCE CONTRACTOR AND PAID FOR SEPARATELY BY THE BNSF.

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**

DRAWN BY  
**C. NATHAN**

CHECKED BY  
**D. SEPULVEDA**

IN CHARGE  
**D. SEPULVEDA**

DATE  
**22 MAR 02**

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
Daniel, Mann, Johnson, & Mendenhall  
Moffett & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

NOT APPLICABLE

SUBMITTED \_\_\_\_\_

APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR DISPATCHING AND MAINTENANCE PROJECT DEFINITION		CONTRACT NO.
EXHIBIT A		DRAWING NO. EXHIBIT A
EXHIBIT A		SCALE HORIZ 1"=500' VERT N.T.S.
EXHIBIT A		SHEET NO. 5

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

4042  
0° 34' 23"  
50'  
171.74'

4032  
0° 34' 23"  
50'  
171.74'

4022  
0° 09' 00"  
0'  
1621.73'

4012  
4° 50' 00"  
205'  
976.58'

40 MPH

35 MPH  
MAXIMUM SPEED

RAIL  
SURFACE

136 RE CWR 2002

RAIL  
SURFACE

2002

CONCRETE

TIES

TIES

**M.P. 2.0**

**M.P. 1.0**

SEE SHT. 7

SEE SHT. 5

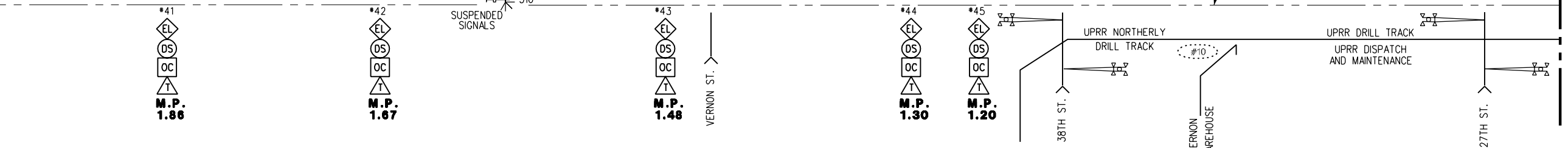
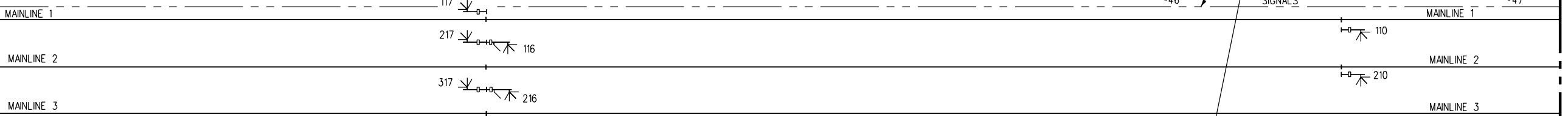
MATCH LINE

MATCH LINE

220+00 219+66 215+00 210+00 200+00 195+00 190+00 185+00 180+00 175+00 170+00 166+86 165+00 160+00 155+00

3036 ACTUAL 1078 2836 1693

WILMINGTON BRANCH UPRR DISPATCH & MAINTENANCE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/02	CN	DAS	DAS	TRACK, SIGNALS AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT  
APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	6

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

4062  
0° 34' 23"  
50'  
128.80'

4052  
0° 45' 00"  
165'  
826.49'

40 MPH

MAXIMUM SPEED

RAIL  
SURFACE  
TIES

136 RE CWR 2002  
2002  
CONCRETE

RAIL  
SURFACE  
TIES

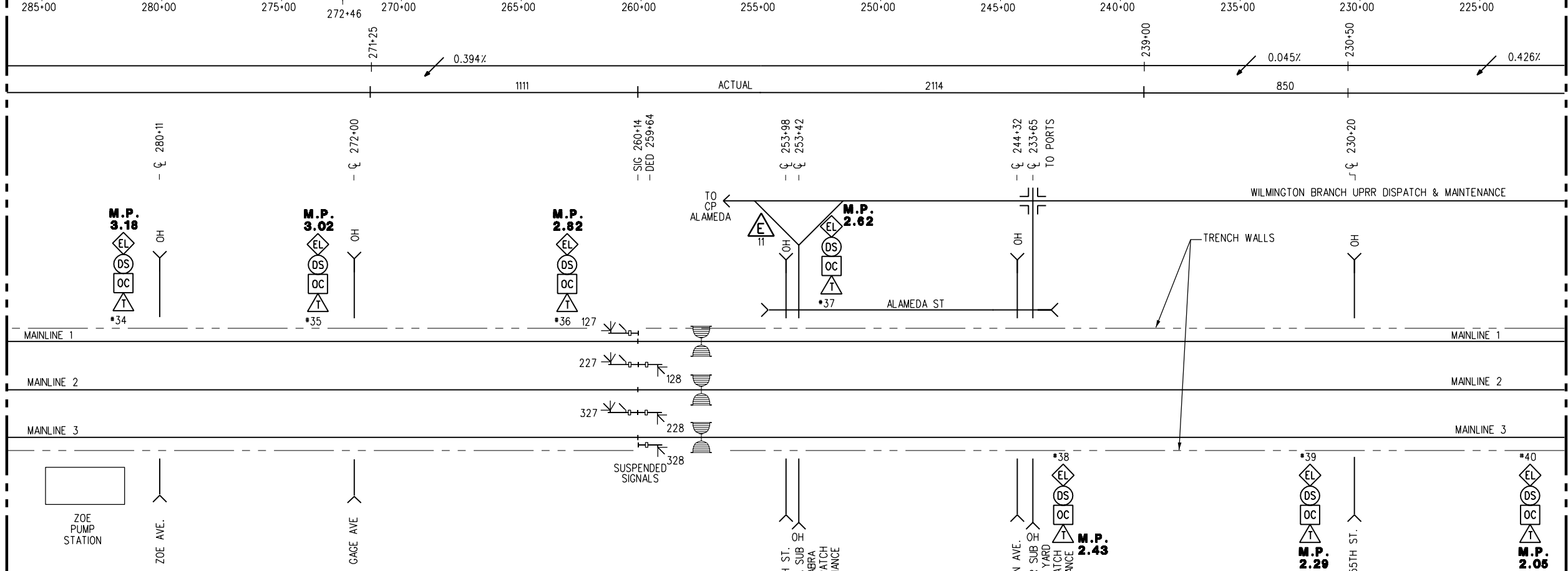
**M.P. 3.0**

SEE SHT. 8

SEE SHT. 6

MATCH LINE

MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT  
APPLICABLE



**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**



**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	
HORIZ 1"=500'	
VERT N.T.S.	
SHEET NO.	
7	

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

MAXIMUM SPEED 40 MPH

RAIL 136 RE CWR 2002

SURFACE 2002

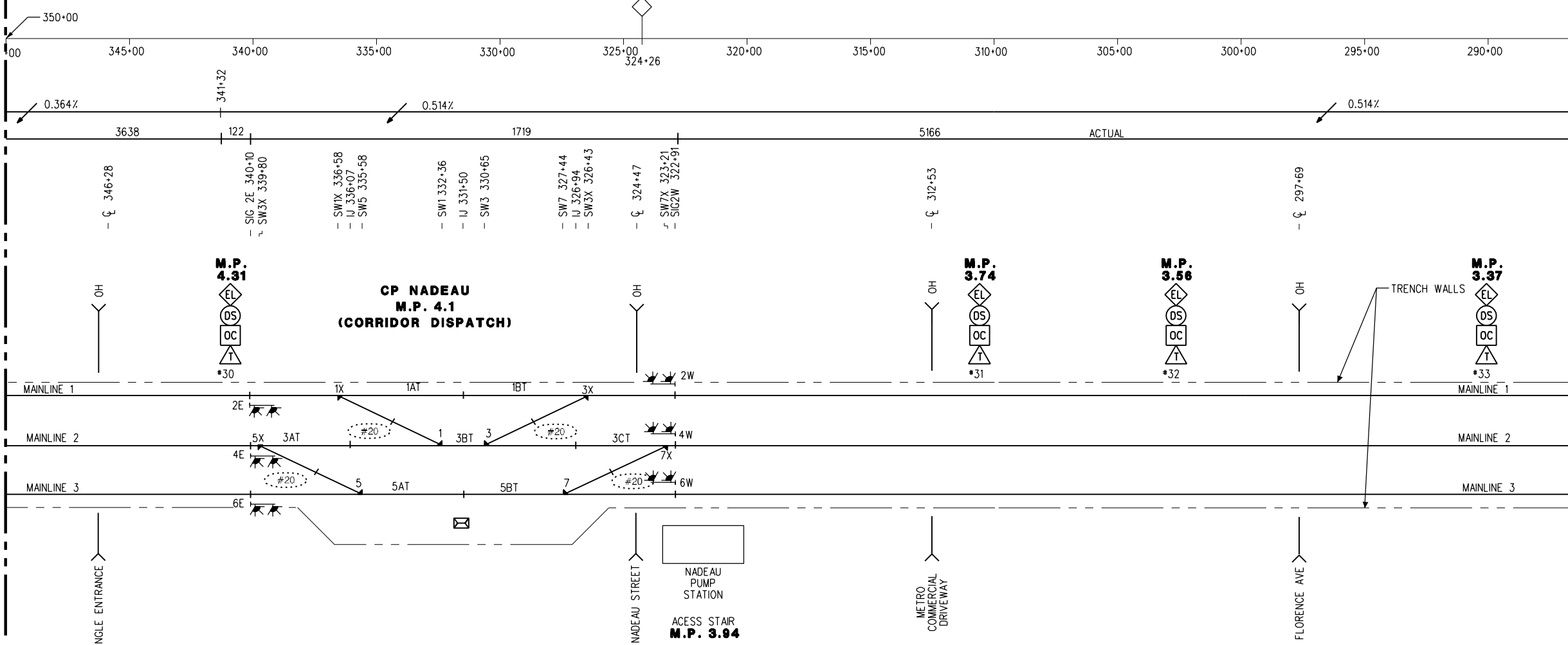
TIES CONCRETE

SEE SHT. 9

SEE SHT. 7

MATCH LINE

MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**

DRAWN BY  
**C. NATHAN**

CHECKED BY  
**D. SEPULVEDA**

IN CHARGE  
**D. SEPULVEDA**

DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM

Submitted: \_\_\_\_\_

Approved: \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500' VERT N.T.S.
SHEET NO.	8

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

**MAINLINE 2**

4092  
0°09'00"  
0  
1947.78'

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

40 MPH

MAXIMUM SPEED

MAXIMUM SPEED

RAIL  
SURFACE  
TIES

136 RE CWR 2002  
2002  
CONCRETE

RAIL  
SURFACE  
TIES

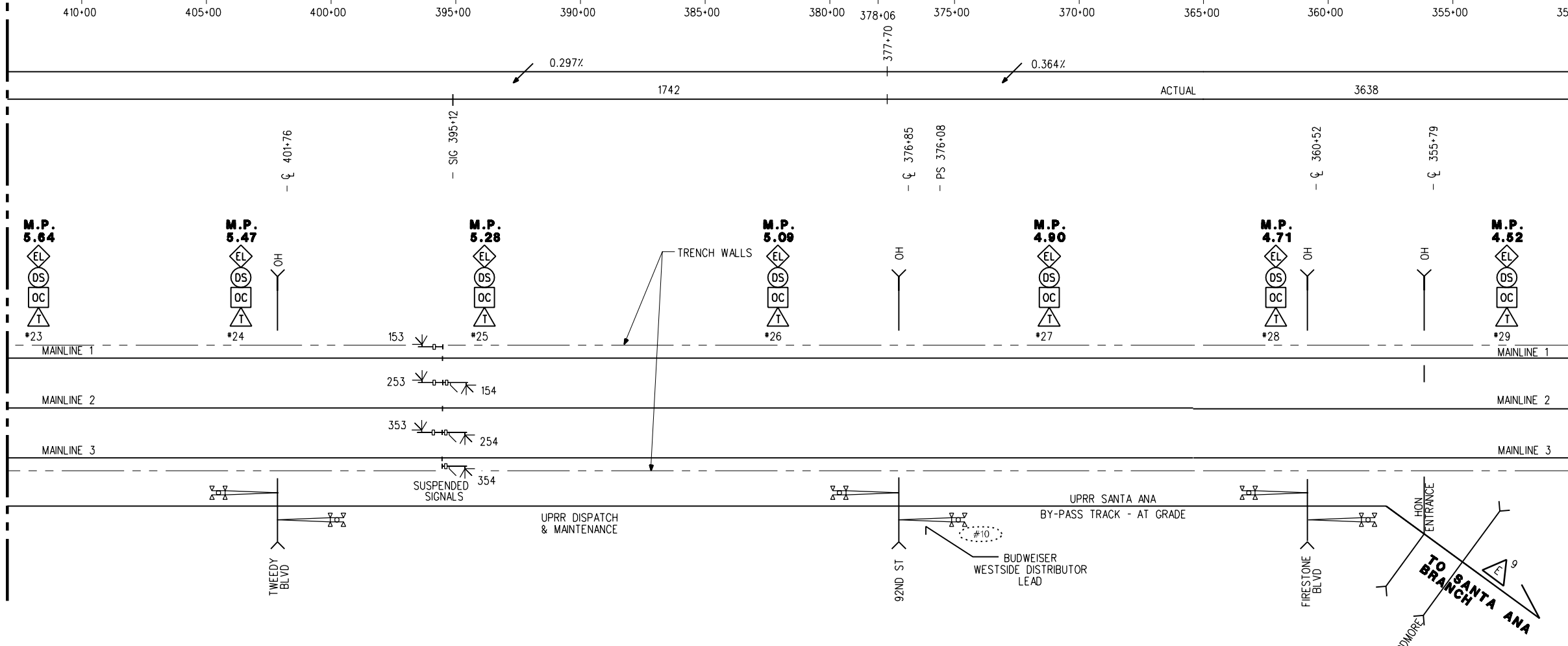
**M.P. 5.0**

SEE SHT. 10

MATCH LINE

SEE SHT. 8

MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

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P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffett & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	9

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

**MAINLINE 2**

4092  
0°09'00"  
0  
1947.78'

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

40 MPH

MAXIMUM SPEED

MAXIMUM SPEED

RAIL  
SURFACE  
TIES

136 RE CWR 2002  
2002  
CONCRETE

RAIL  
SURFACE  
TIES

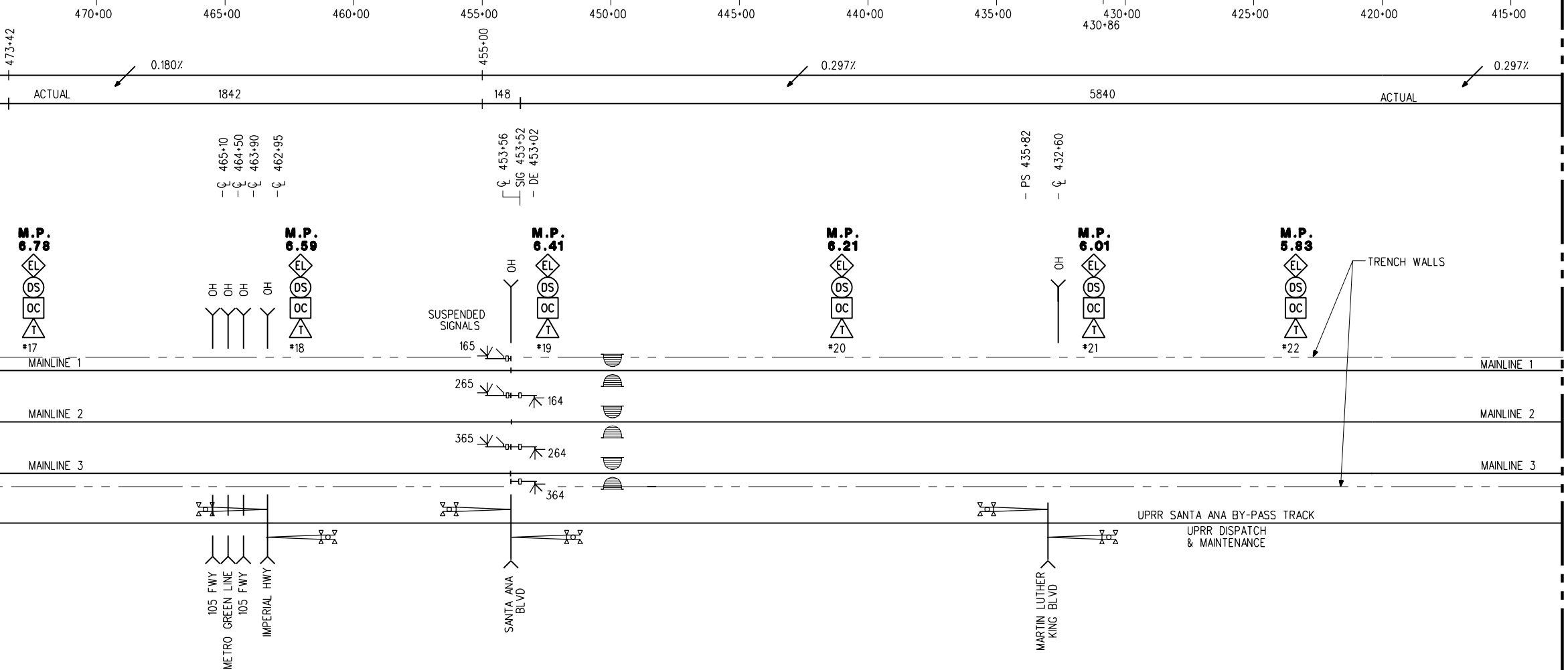
**M.P. 6.0**

SEE SHT. 11

SEE SHT. 9

MATCH LINE

MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
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DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

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ALAMEDA CORRIDOR ENGINEERING TEAM  
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Moffett & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

NOT APPLICABLE

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	10

**RAILROAD WEST  
(TOWARDS THE PORTS)**

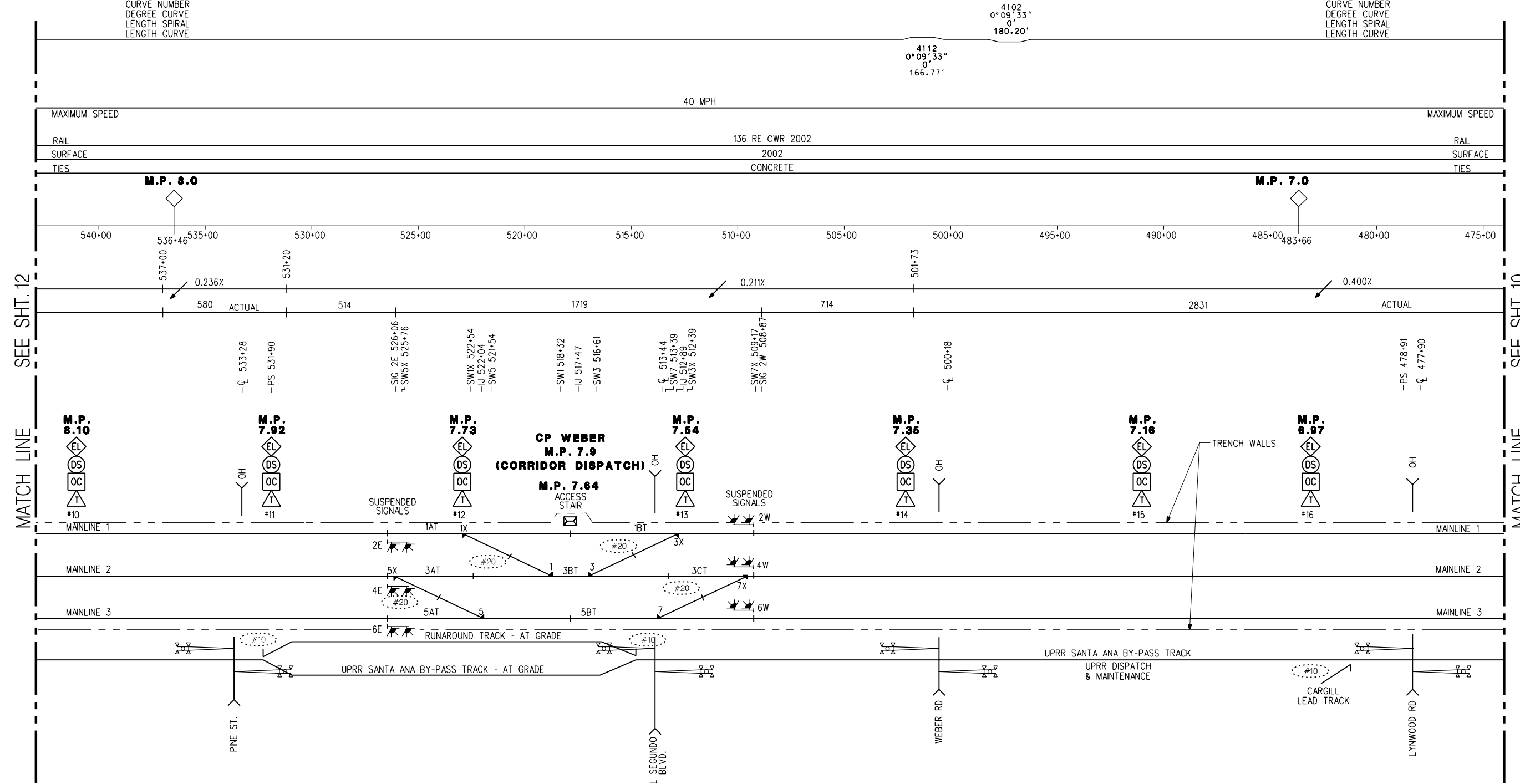
**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE



MATCH LINE SEE SHT. 12

MATCH LINE SEE SHT. 10

40 MPH

RAIL 136 RE CWR 2002  
SURFACE 2002  
TIES CONCRETE

**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

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DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
Daniel Mann, Johnson, & Mendenhall  
Moffatt & Nichol Engineers  
Jenkins Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO. \_\_\_\_\_  
DRAWING NO. EXHIBIT A REV R  
SCALE HORIZ 1"=500'  
VERT N.T.S.  
SHEET NO. 11

**RAILROAD WEST  
(TOWARDS THE PORTS)**

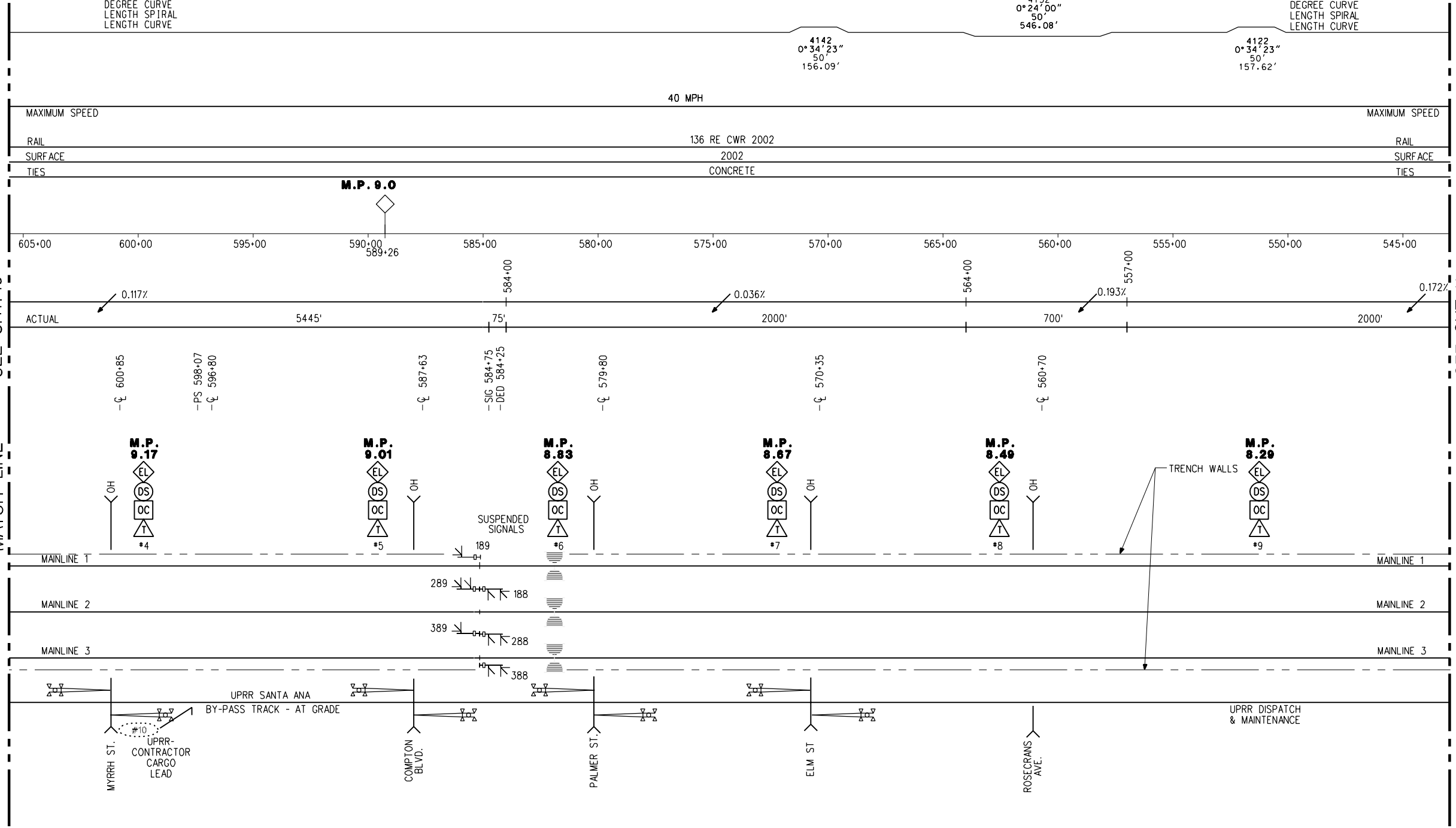
**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE



SEE SHT. 13  
MATCH LINE

SEE SHT. 11  
MATCH LINE

**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

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**C. NITU**

DRAWN BY  
**C. NATHAN**

CHECKED BY  
**D. SEPULVEDA**

IN CHARGE  
**D. SEPULVEDA**

DATE  
**22 MAR 02**

NOT APPLICABLE

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**ALAMEDA CORRIDOR ENGINEERING TEAM**  
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Moffett & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_

APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	12

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

**MAINLINE 2**

CURVE NUMBER	4152	4146	
DEGREE CURVE	0°52'53"	00°30'00"	
LENGTH SPIRAL	50	0	
LENGTH CURVE	136.80'	66.66'	

40 MPH

MAXIMUM SPEED

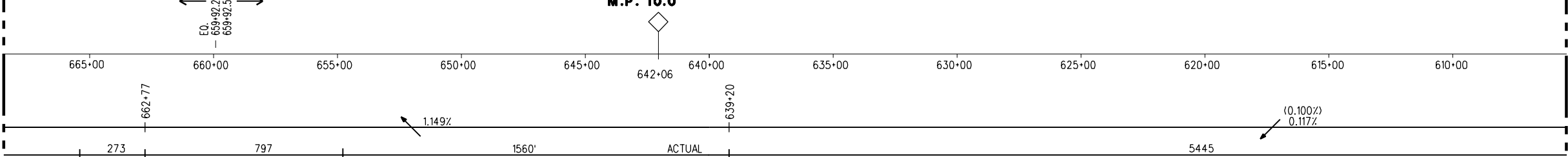
RAIL 136 RE CWR 2002

SURFACE 2002

TIES CONCRETE

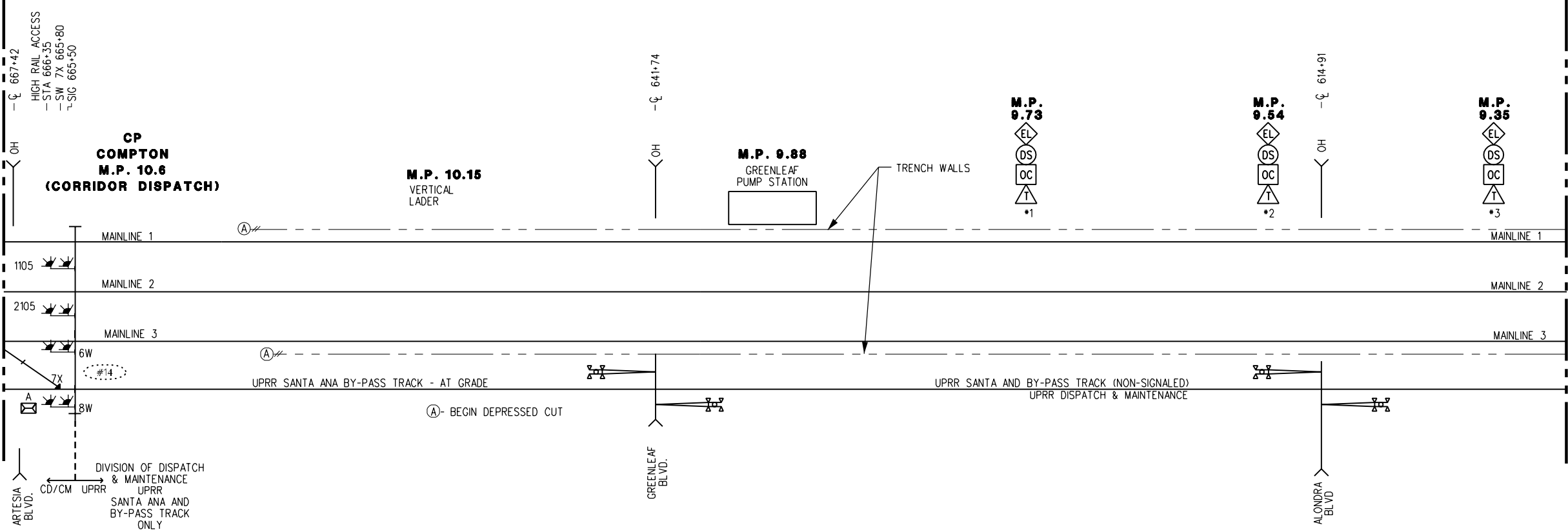
SEE SHT. 14

SEE SHT. 12



MATCH LINE

MATCH LINE



HIGH RAIL ACCESS  
- STA 666+35  
- SW 7X 665+80  
- SIG 665+50

**CP  
COMPTON  
M.P. 10.6  
(CORRIDOR DISPATCH)**

**M.P. 10.15  
VERTICAL  
LADER**

**M.P. 9.88  
GREENLEAF  
PUMP STATION**

**M.P.  
9.73**

**M.P.  
9.54**

**M.P.  
9.35**

ARTESIA BLVD.  
CD/CM UPRR  
DIVISION OF DISPATCH  
& MAINTENANCE  
UPRR  
SANTA ANA AND  
BY-PASS TRACK  
ONLY

GREENLEAF  
BLVD.

ALONDRA  
BLVD.

**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
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DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT  
APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffett & Nichol Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	13

**RAILROAD WEST  
(TOWARDS THE PORTS)**

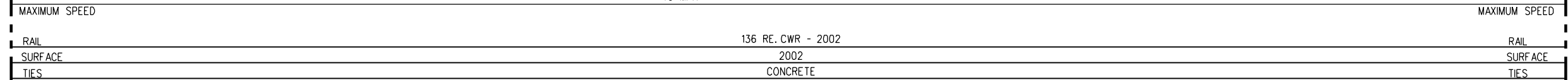
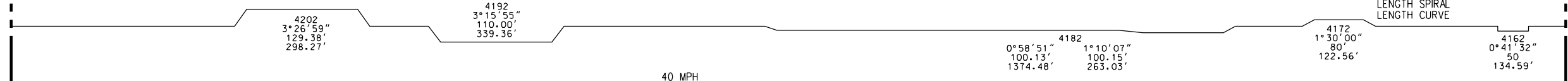
**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

**MAINLINE 2**

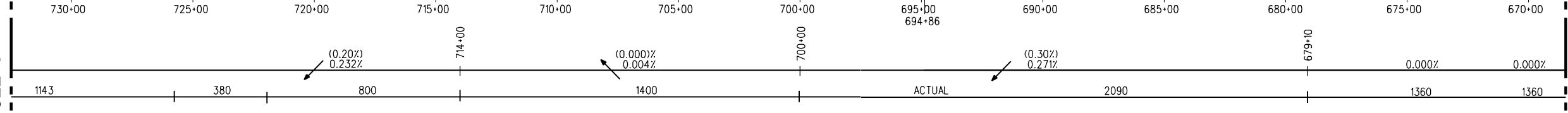
CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE



**M.P. 11.0**

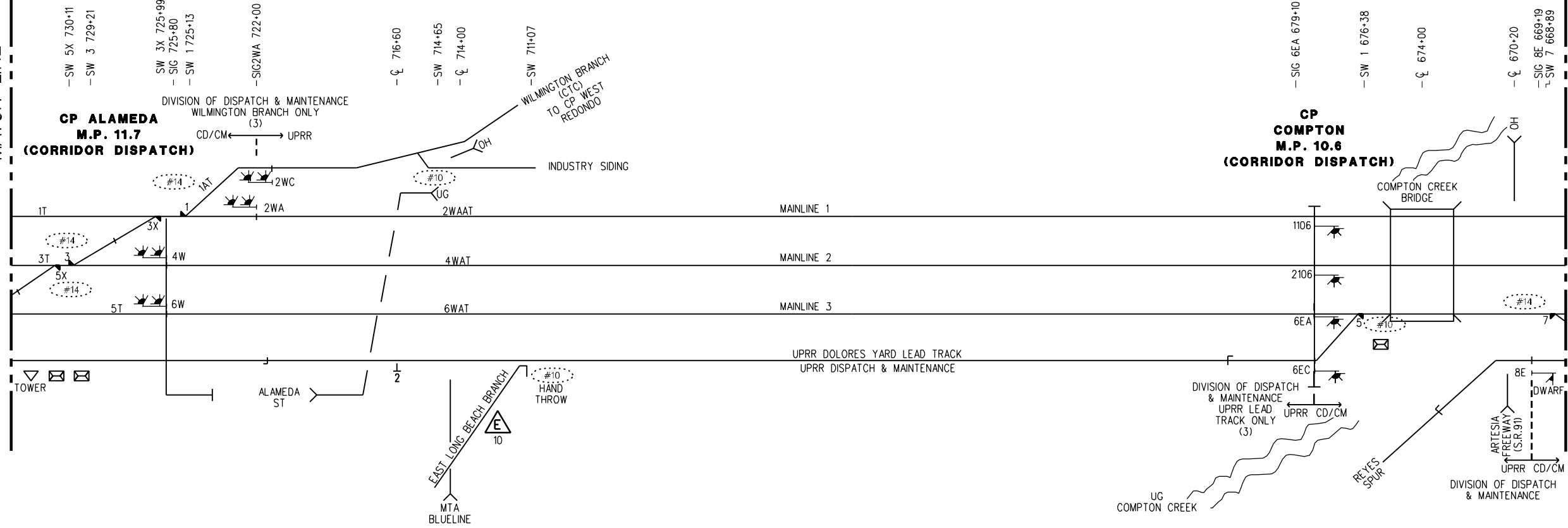
SEE SHT. 15

SEE SHT. 13



MATCH LINE

MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
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DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
Daniel, Mann, Johnson, & Mendenhall  
Moffett & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

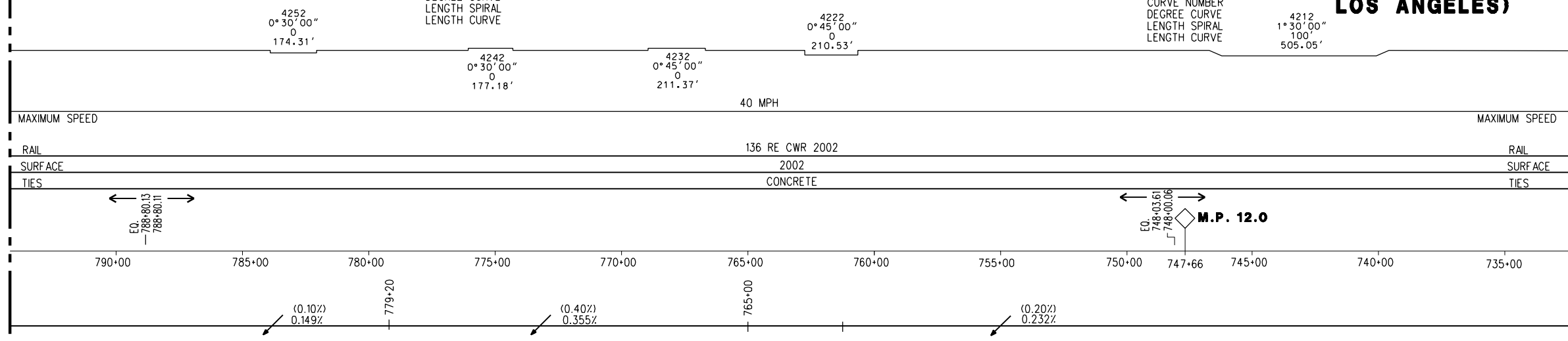
EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	14

**RAILROAD WEST  
(TOWARDS THE PORTS)**

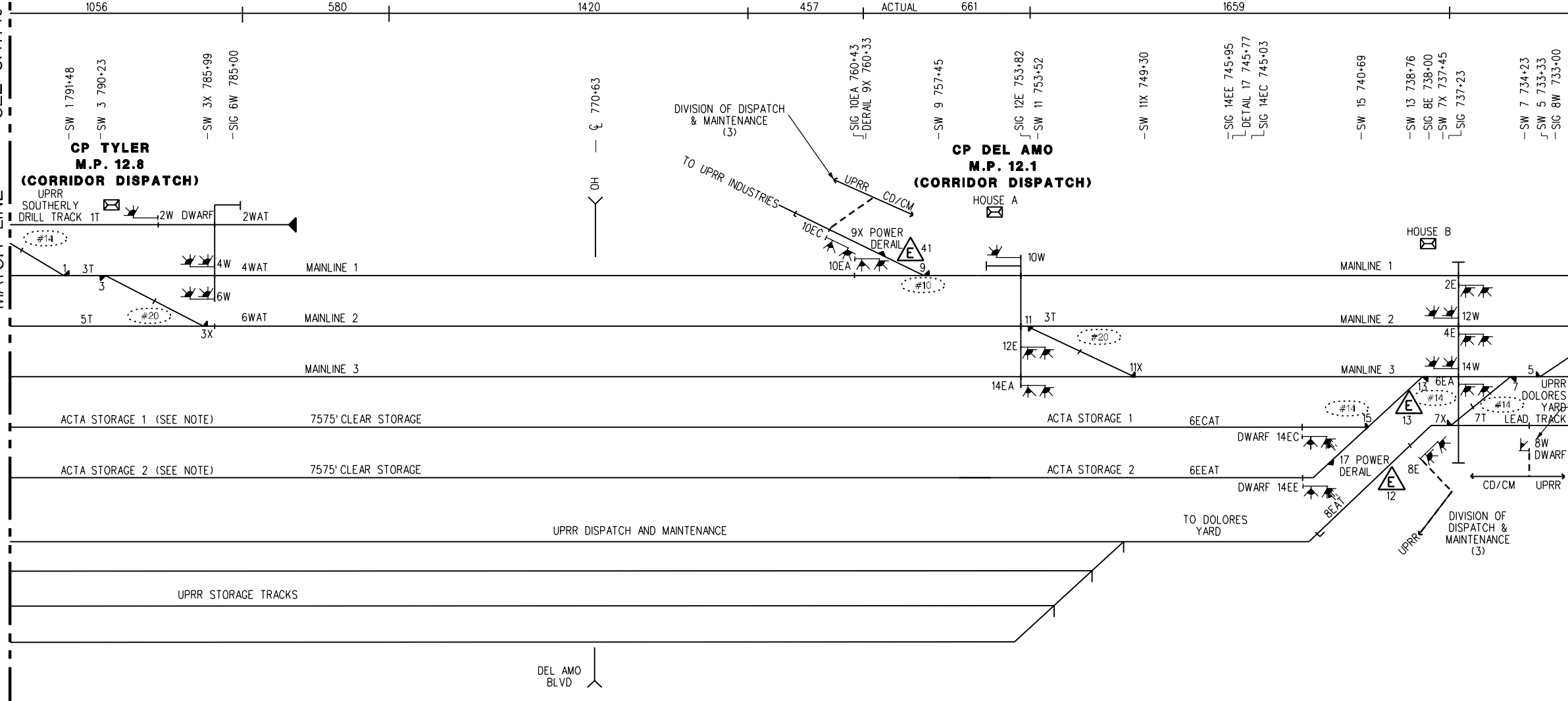
**MAINLINE 2**

**MAINLINE 2  
(TOWARDS DOWNTOWN  
LOS ANGELES)**



SEE SHT. 16  
MATCH LINE

SEE SHT. 14  
MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
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DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
Daniel, Mann, Johnson, & Mendenhall  
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Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	15

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

4292  
3° 15' 00"  
110'  
376.60'

4282  
3° 15' 00"  
110'  
375.33'

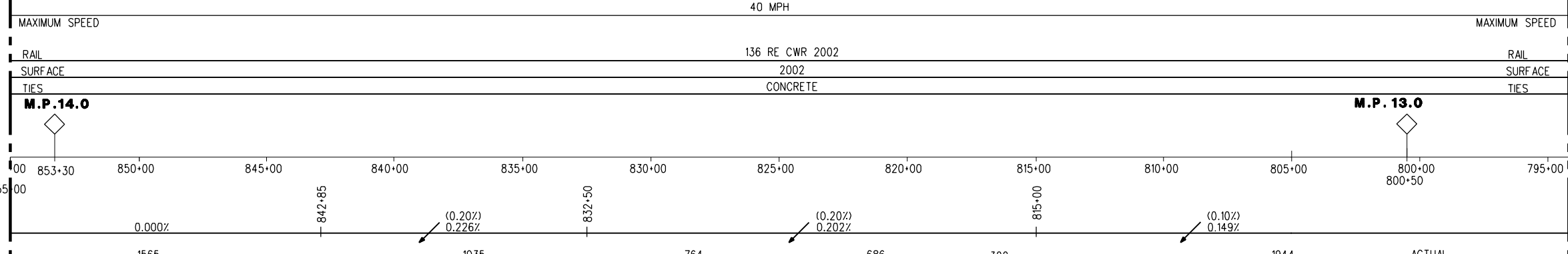
4272  
3° 25' 00"  
130'  
346.19'

4262  
0° 15' 00"  
0  
195.61'

**MAINLINE 2**

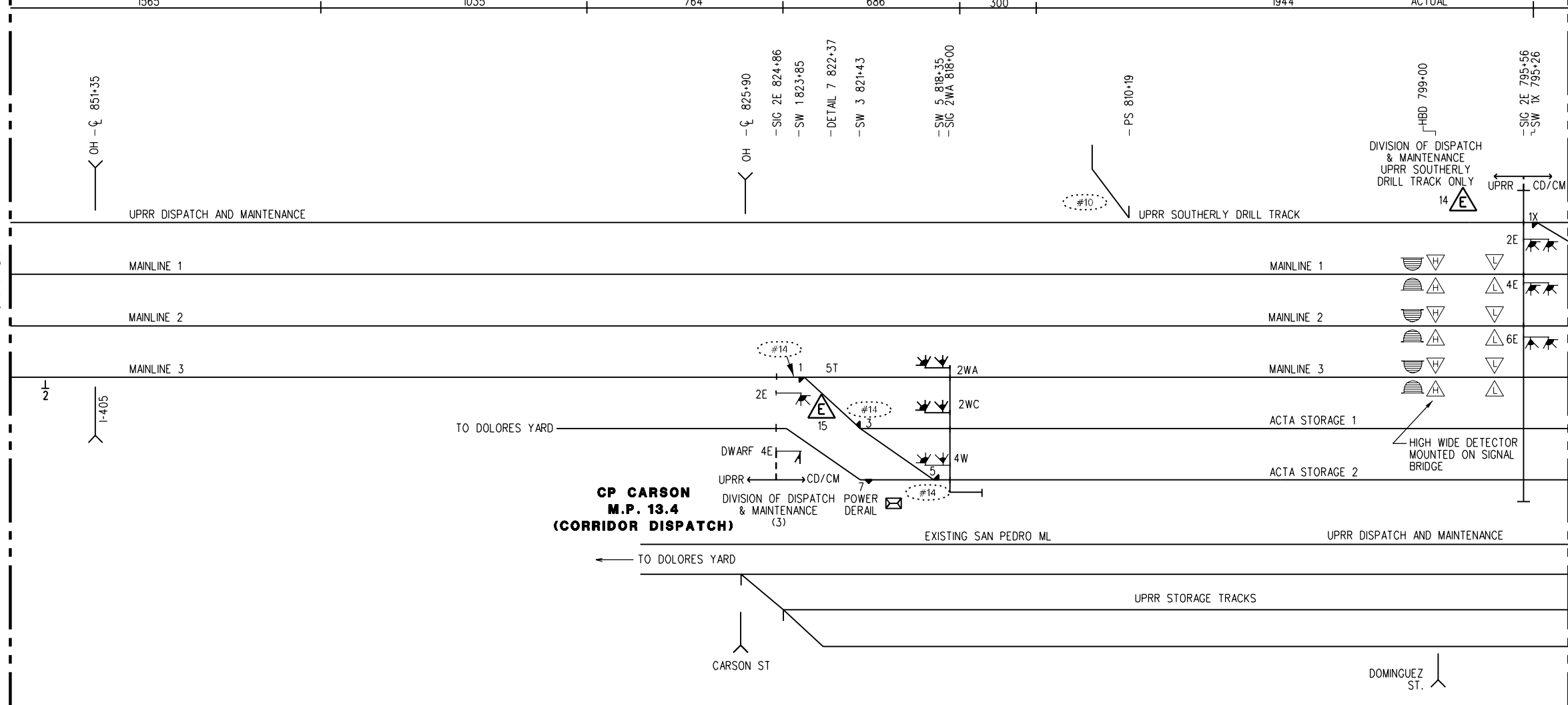
CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**



SEE SHT. 17  
MATCH LINE

SEE SHT. 15  
MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
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DESIGNED BY  
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DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

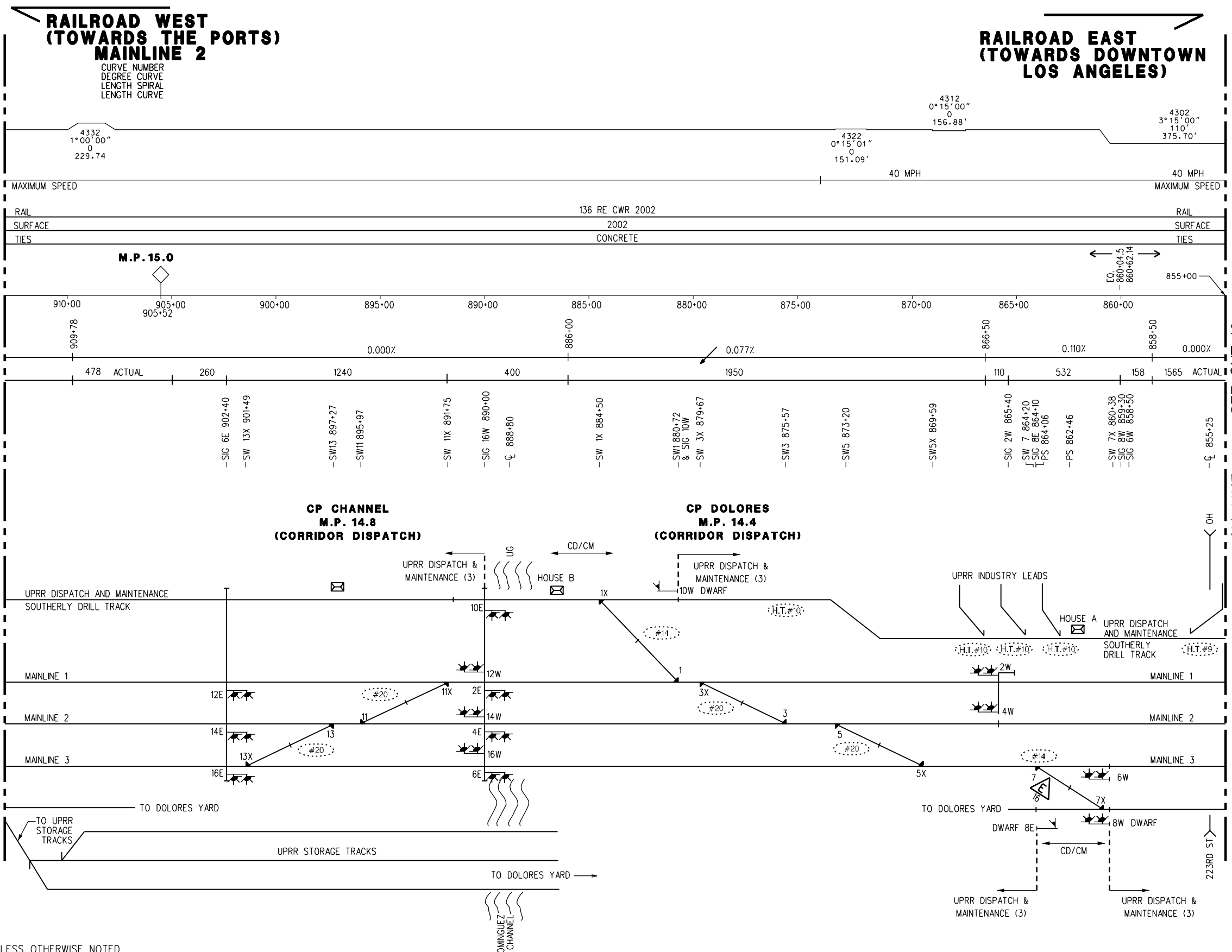
**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol Engineers  
Jenkins Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO. EXHIBIT A	REV R
SCALE HORIZ 1"=500' VERT N.T.S.	
SHEET NO. 16	



MATCH LINE SEE SHT. 18

MATCH LINE SEE SHT. 16

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

**APPROVED**

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
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**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel Mann, Johnson, & Mendenhall  
Moffatt & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	17

**RAILROAD WEST  
(TOWARDS THE PORTS)  
MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

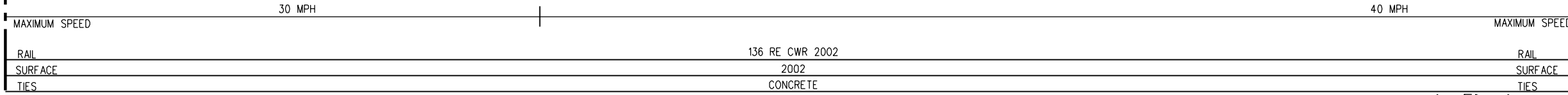
4372  
4° 59' 54"  
100.00'  
508.45'

4362  
8° 00' 00"  
143'  
656.56'

4352  
2° 00' 00"  
100'  
537.73

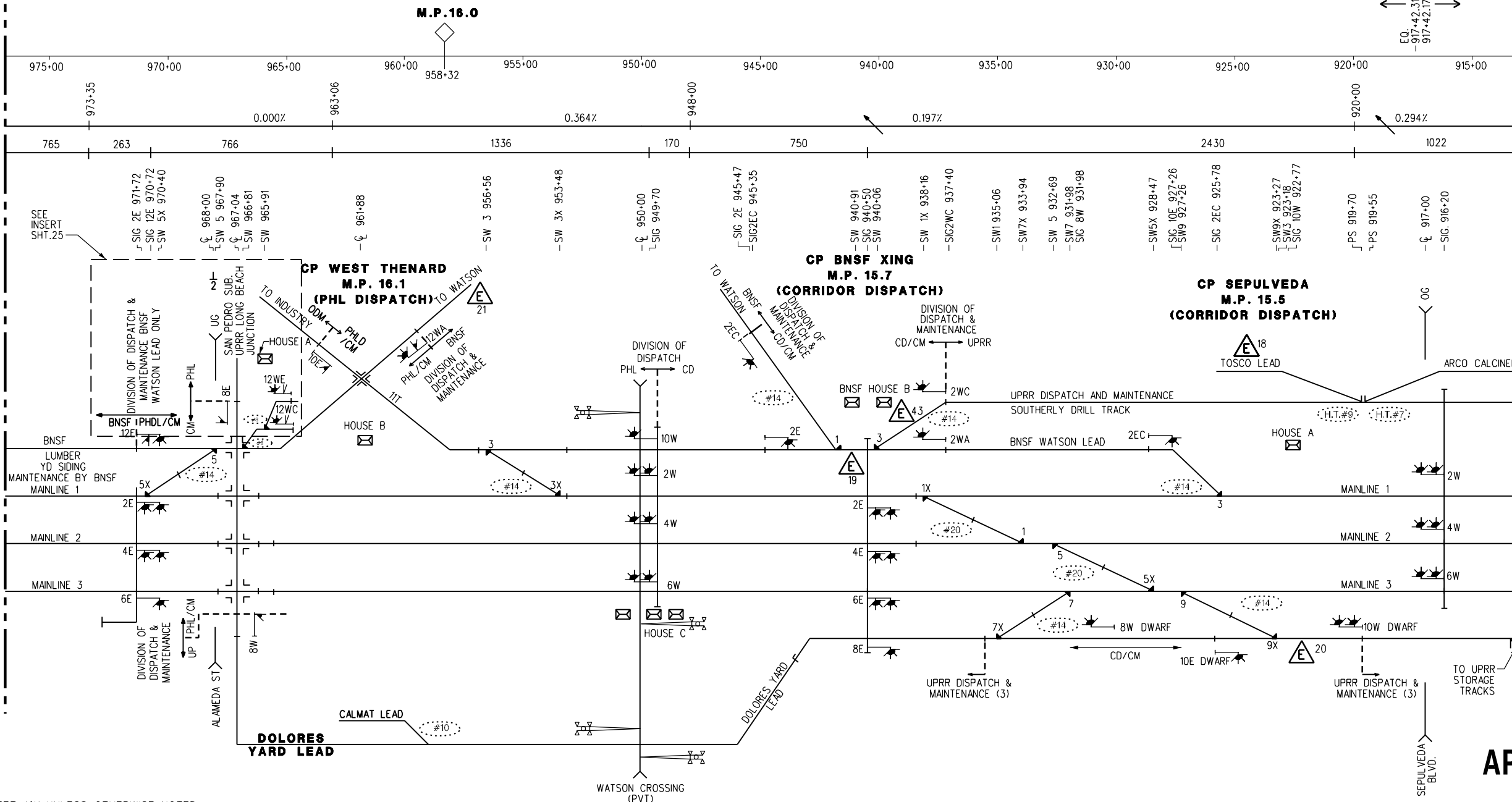
4342  
1° 00' 00"  
0  
229.51'

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**



SEE SHT. 19  
MATCH LINE

SEE SHT. 17  
MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
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P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	EXHIBIT A
SCALE	HORIZ 1"=500' VERT N.T.S.
SHEET NO.	18

**RAILROAD WEST  
(TOWARDS THE PORTS)  
MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

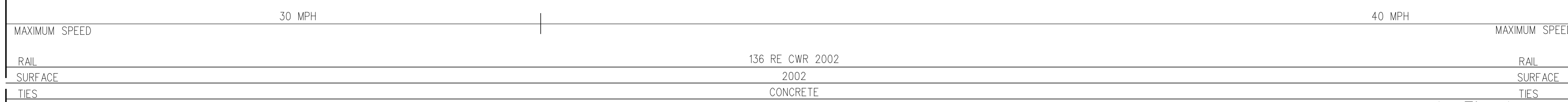
4372  
4° 59' 54"  
100.00'  
508.45'

4362  
8° 00' 00"  
143'  
656.56'

4352  
2° 00' 00"  
108'  
537.73

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

4342  
1° 00' 00"  
0  
229.51'

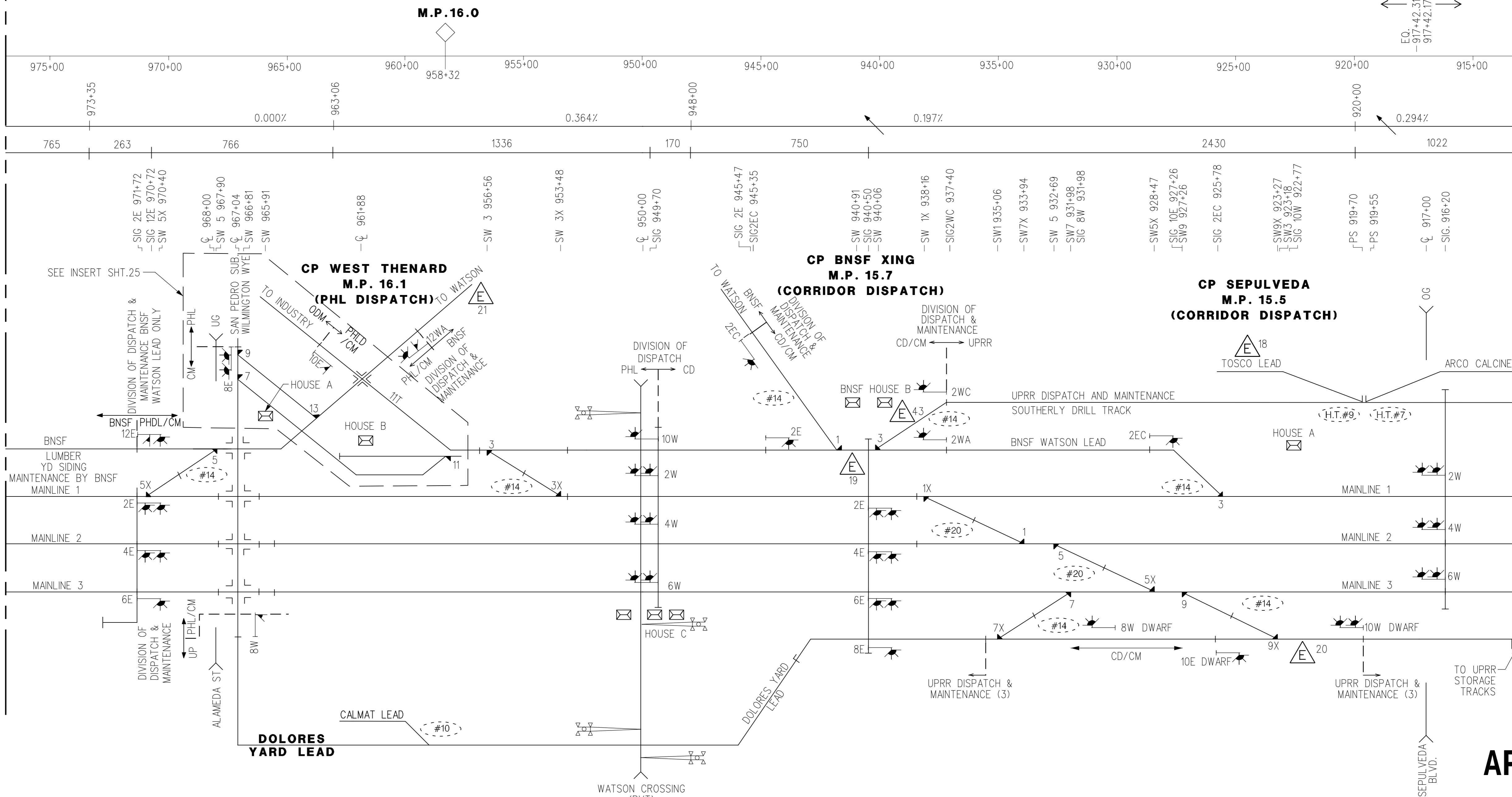


SEE SHT. 19

MATCH LINE

SEE SHT. 17

MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
S	7/7/08	KS	PD	PD	REVISED KPAC TRACK						
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE



**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

**ALAMEDA CORRIDOR ENGINEERING TEAM**  
DMJM Hents | AECOM  
Moffatt & Nichol, Engineers  
Jenkins Gales & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

**ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION**

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	S
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	18

**RAILROAD WEST  
(TOWARDS THE PORTS)  
MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

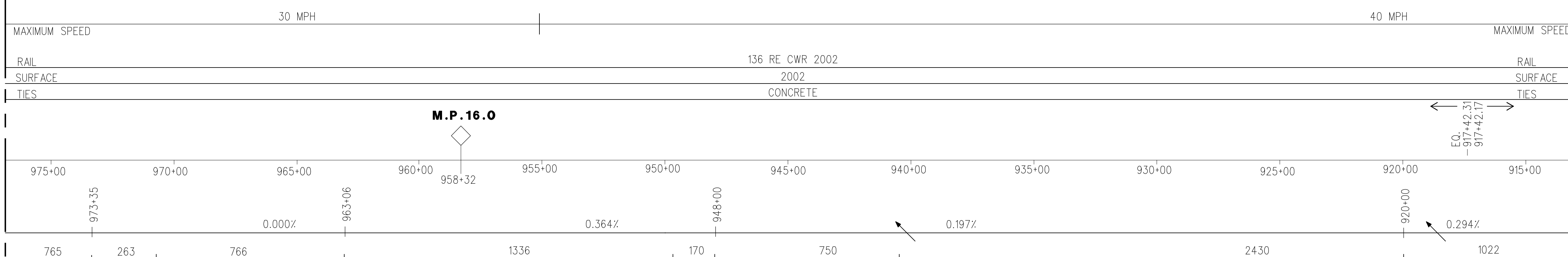
4372  
4° 59' 54"  
100.00'  
508.45'

4362  
8° 00' 00"  
143'  
656.56'

4352  
2° 00' 00"  
160'  
537.73

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**

4342  
1° 00' 00"  
0  
229.51'

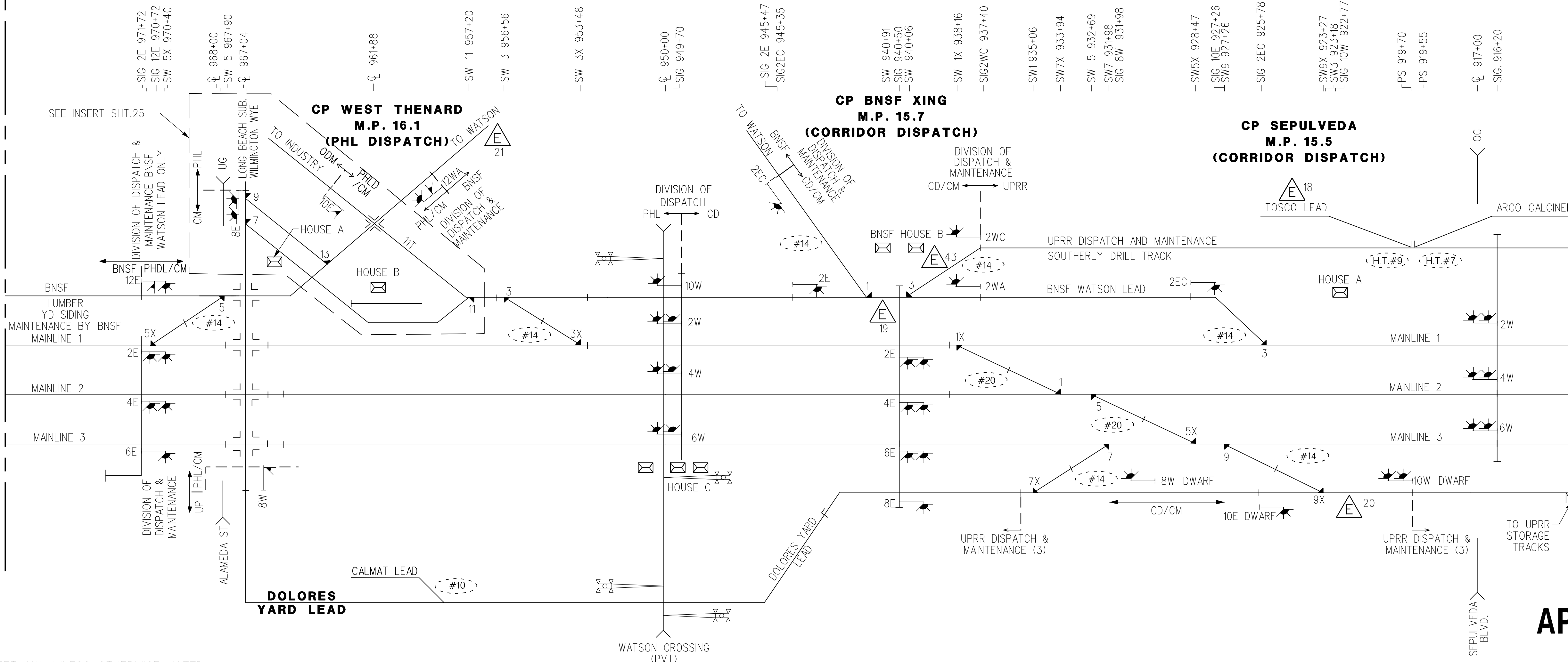


SEE SHT. 19

SEE SHT. 17

MATCH LINE

MATCH LINE



**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
T	9/4/09	KS	PD	PD	REVISED ANOTATION						
S	7/7/08	KS	PD	PD	REVISED KPAC TRACK						
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/3/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**P. DOLPH**  
IN CHARGE  
**L. HERSH**  
DATE  
**22 MAR 02**

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
DMJM, HERNI | AECOM  
Moffatt & Nichol Engineers  
Jenkins Galles & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

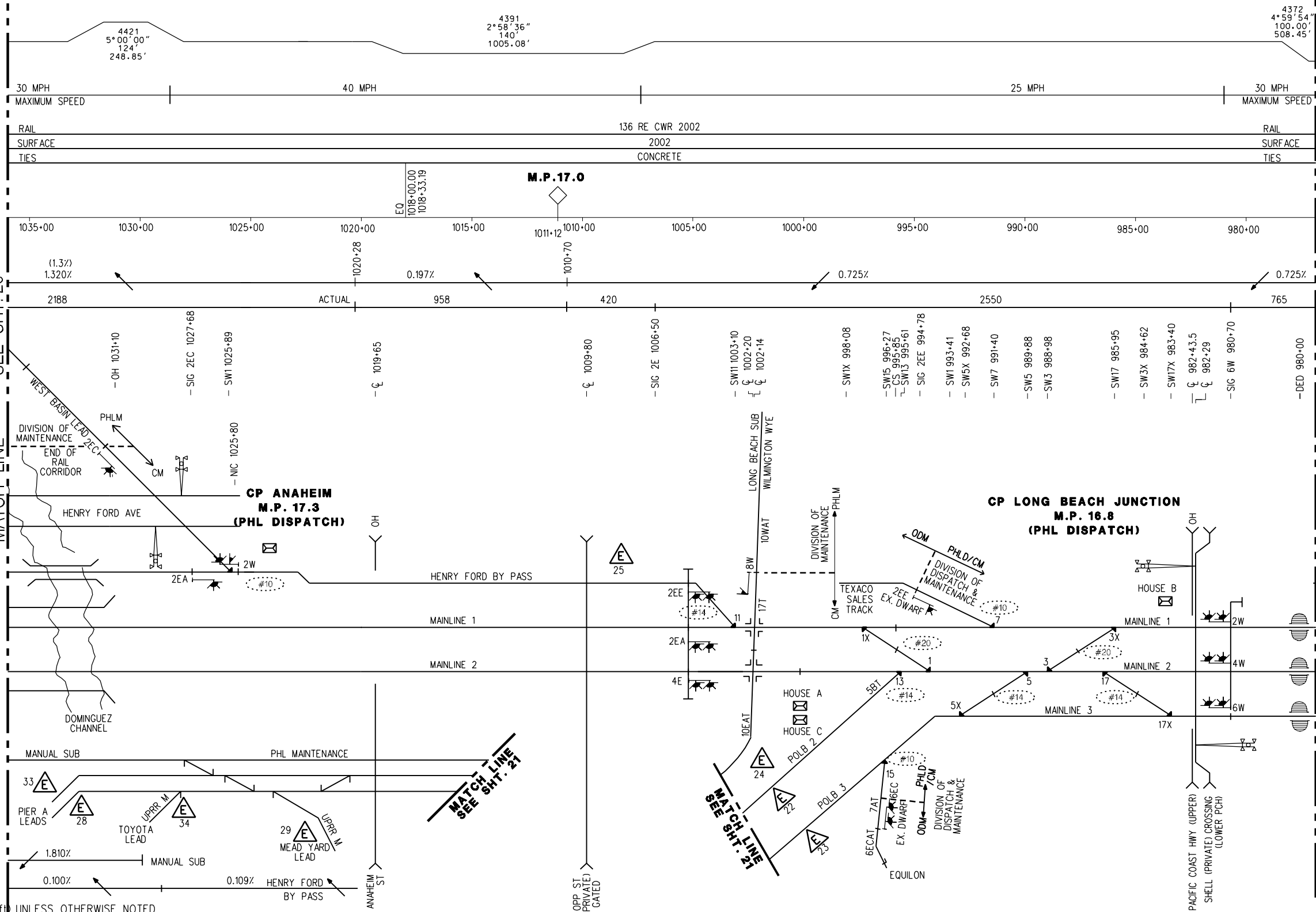
EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	T
SCALE	HORIZ 1"=500' VERT N.T.S.
SHEET NO.	18

**RAILROAD WEST  
(TOWARDS THE PORTS)  
MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**



SEE SHT. 20  
MATCH LINE

SEE SHT. 18  
MATCH LINE

MATCH LINE  
SEE SHT. 21

MATCH LINE  
SEE SHT. 21

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

**APPROVED**

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**

DRAWN BY  
**C. NATHAN**

CHECKED BY  
**D. SEPULVEDA**

IN CHARGE  
**D. SEPULVEDA**

DATE  
**22 MAR 02**

NOT APPLICABLE



**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**



**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_

APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

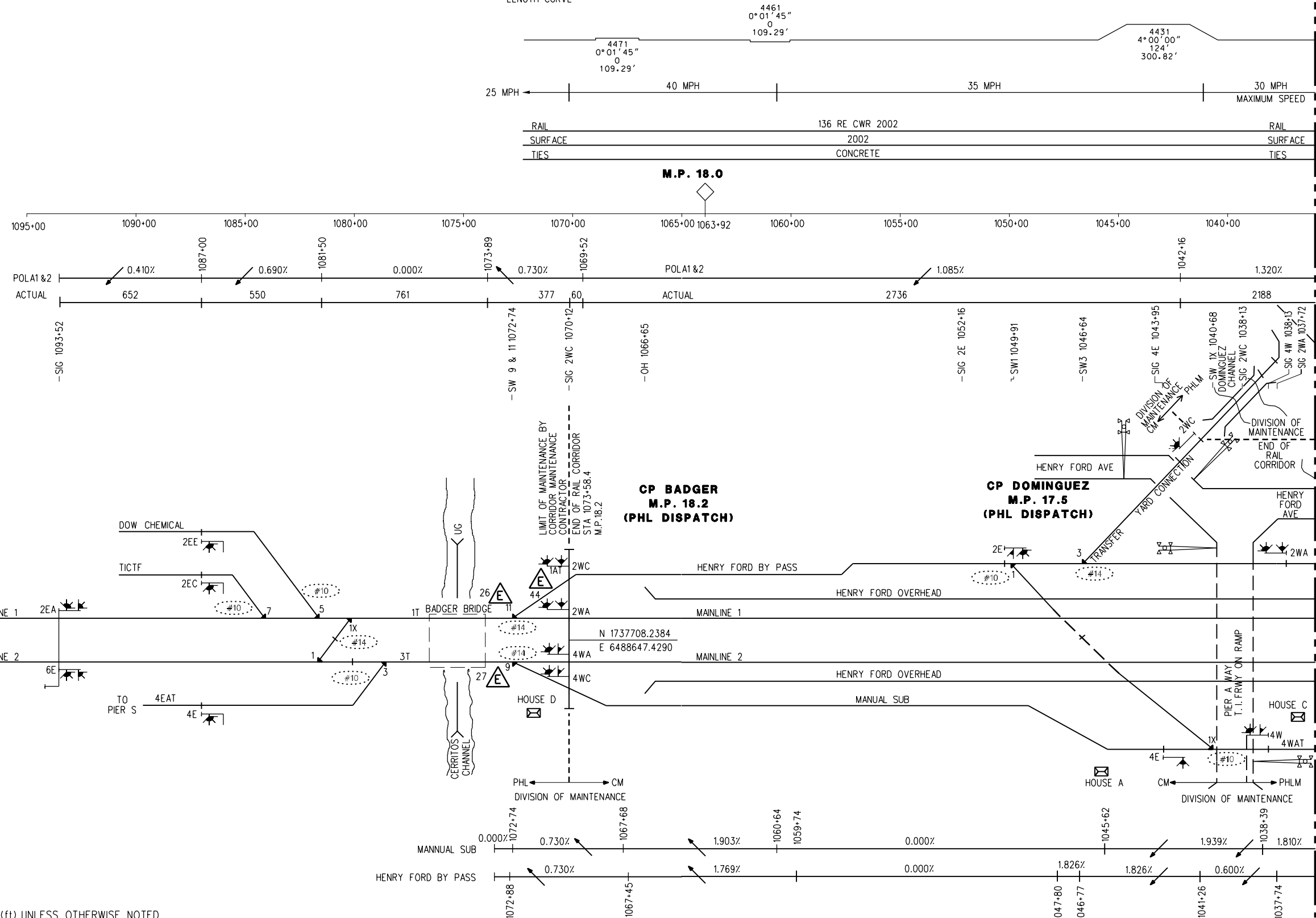
CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	R
SCALE	HORIZ 1"=500'
	VERT N.T.S.
SHEET NO.	19

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

**RAILROAD EAST  
(TOWARDS DOWNTOWN  
LOS ANGELES)**



SEE SHT. 19  
MATCH LINE

**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY <b>C. NITU</b>
DRAWN BY <b>C. NATHAN</b>
CHECKED BY <b>D. SEPULVEDA</b>
IN CHARGE <b>D. SEPULVEDA</b>
DATE <b>22 MAR 02</b>

NOT APPLICABLE

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	EXHIBIT A
SCALE	HORIZ 1"=500' VERT N.T.S.
SHEET NO.	20

**RAILROAD WEST  
(TOWARDS THE PORTS)  
MAINLINE 1**

**RAILROAD EAST  
(TO SAN BERNARDINO)  
MAINLINE 2**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

4572  
1° 00' 00"  
44'  
193.78'

4562  
1° 00' 00"  
44'  
268.11'

4552  
7° 30' 00"  
70'  
118.60'

4542  
7° 30' 00"  
70'  
149.38'

4532  
6° 00' 00"  
50'  
45.17'

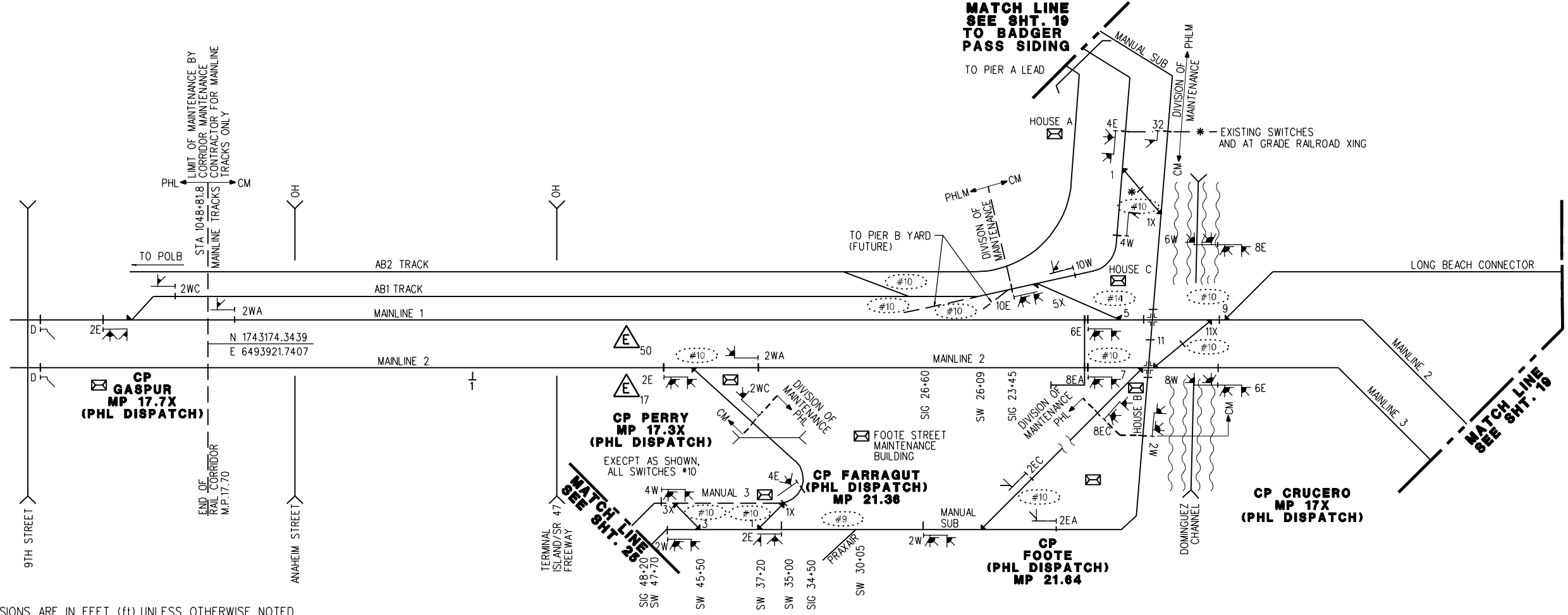
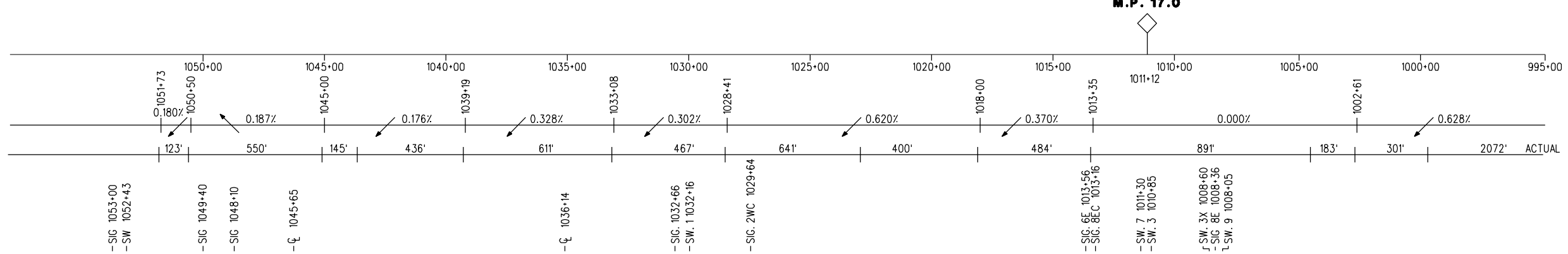
4522  
6° 00' 00"  
100'  
90.91'

4512  
1° 00' 00"  
100'  
92.02'

4500  
9° 30' 00"  
110'  
565.22'

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

25 MPH	25 MPH
MAXIMUM SPEED	MAXIMUM SPEED
RAIL	136 RE CWR 2002
SURFACE	2002
TIES	CONCRETE



ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

**APPROVED**

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY C. NITU	NOT APPLICABLE
DRAWN BY C. NATHAN	
CHECKED BY D. SEPULVEDA	
IN CHARGE D. SEPULVEDA	
DATE 22 MAR 02	

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
Daniel, Mann, Johnson, & Mendenhall  
Moffett & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_

APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR DISPATCHING AND MAINTENANCE PROJECT DEFINITION	
EXHIBIT A	

CONTRACT NO.	
DRAWING NO.	EXHIBIT A
SCALE	HORIZ 1"=500' VERT N.T.S.
SHEET NO.	21

**RAILROAD WEST  
(TOWARDS THE PORTS)  
MAINLINE 1**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

4572  
1° 00'00"  
44'  
193.78'

4562  
1° 00'00"  
44'  
268.11'

4552  
7° 30'00"  
70'  
118.60'

4542  
7° 30'00"  
70'  
149.38'

4532  
6° 00'00"  
50'  
45.17'

4522  
6° 00'00"  
100'  
90.91'

4512  
1° 00'00"  
100'  
92.02'

**RAILROAD EAST  
(TO SAN BERNARDINO)  
MAINLINE 2**

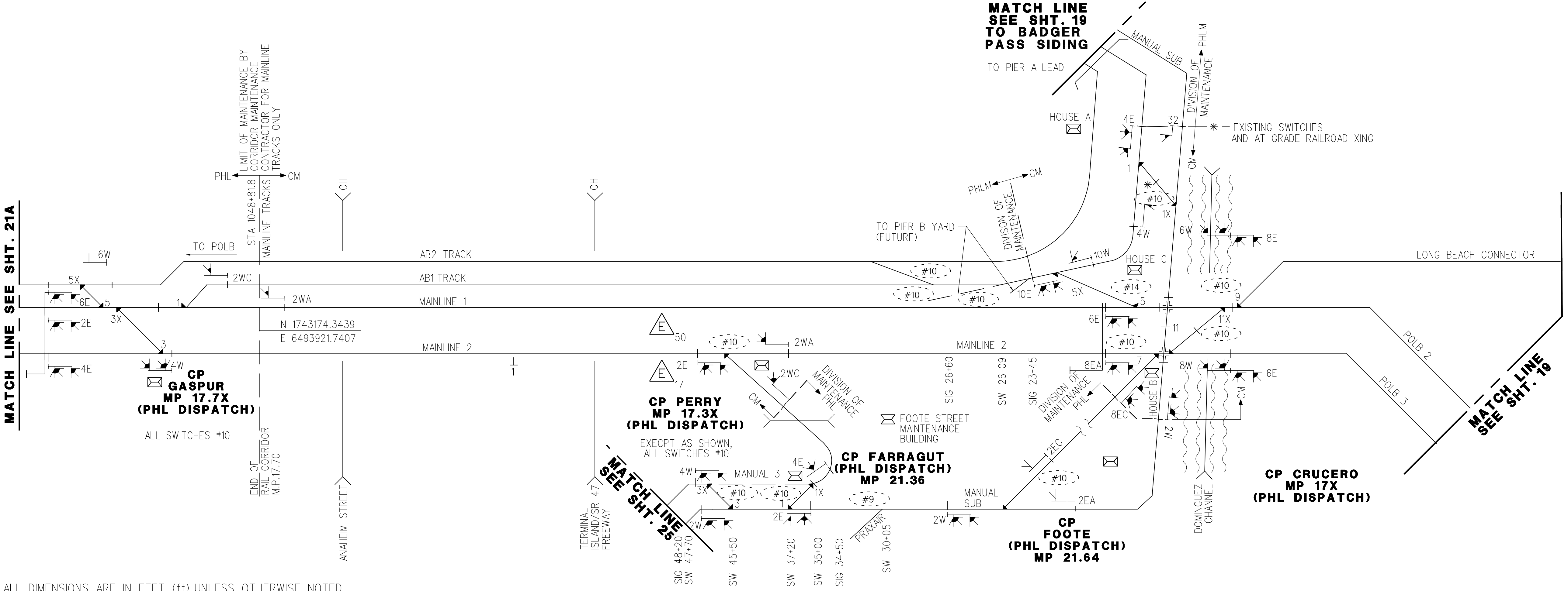
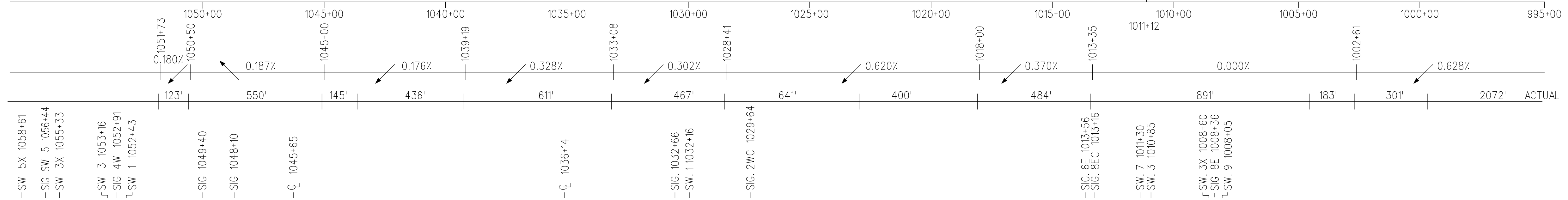
CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

4500  
9° 30'00"  
110'  
565.22'

25 MPH	25 MPH
MAXIMUM SPEED	MAXIMUM SPEED
RAIL	RAIL
SURFACE	SURFACE
TIES	TIES

136 RE CWR 2002  
2002  
CONCRETE

**M.P. 17.0**



MATCH LINE SEE SHT. 21A

**MATCH LINE  
SEE SHT. 19  
TO BADGER  
PASS SIDING**

**MATCH LINE  
SEE SHT. 19**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

**APPROVED**

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
S	8/4/09	KS	PD	PD	REVISED TRACK CHARTS						
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY <b>C. NITU</b>
DRAWN BY <b>C. NATHAN</b>
CHECKED BY <b>P. DOLPH</b>
IN CHARGE <b>L. HERSH</b>
DATE <b>22 MAR 02</b>

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM  
DMM, HERN, AECOM  
Moffatt & Nichol Engineers  
Jenkins Galles & Martinez, Inc.  
TELACU

NOT APPLICABLE

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

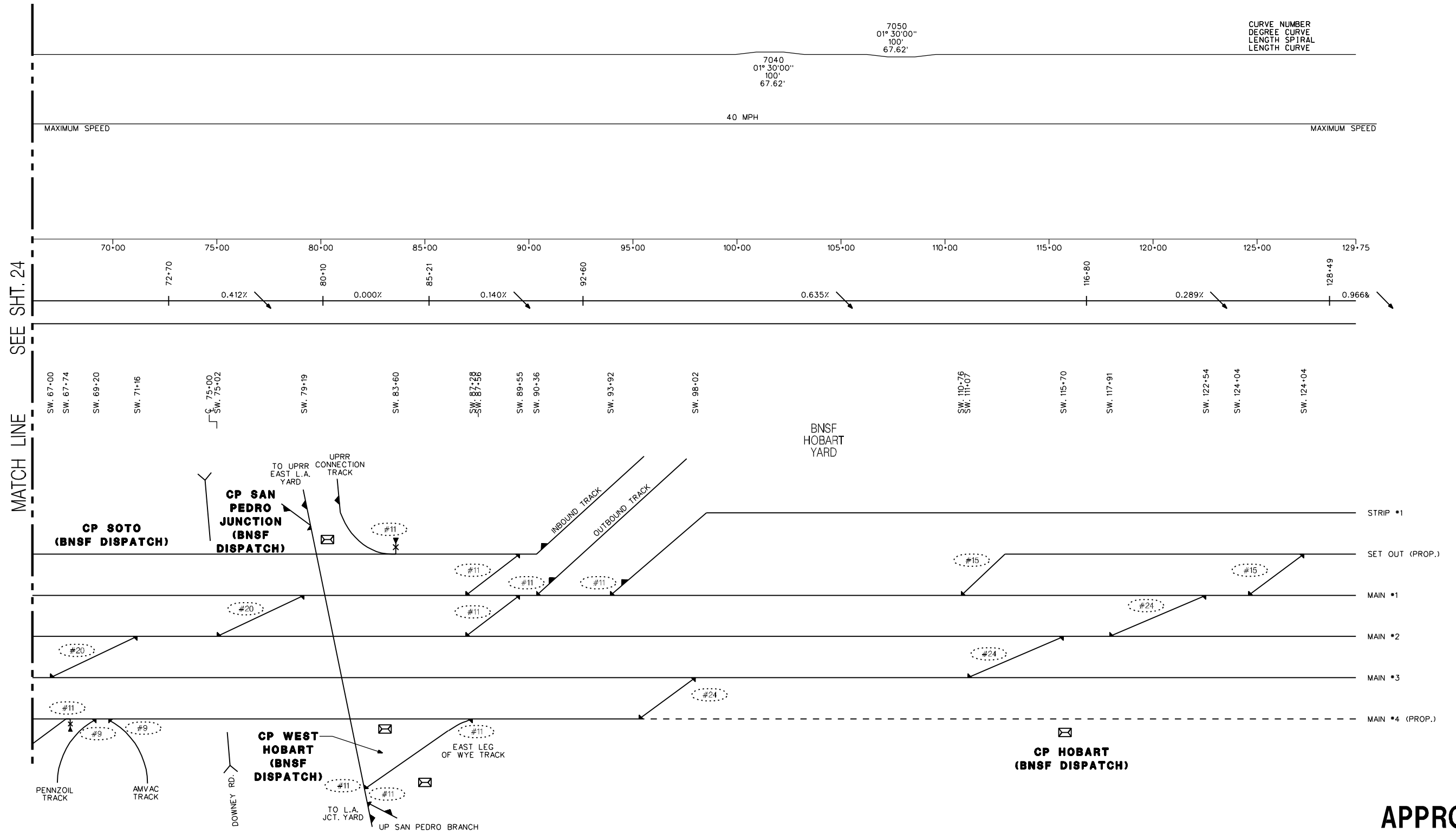
EXHIBIT A

CONTRACT NO.	
DRAWING NO. EXHIBIT A	REV S
SCALE HORIZ 1"=500' VERT N.T.S.	
SHEET NO. 21	



**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TO SAN BERNARDINO)**




ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

**APPROVED**

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY <b>C. NITU</b>	<b>NOT APPLICABLE</b>
DRAWN BY <b>C. NATHAN</b>	
CHECKED BY <b>D. SEPULVEDA</b>	
IN CHARGE <b>D. SEPULVEDA</b>	
DATE <b>22 MAR 02</b>	



**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

ALAMEDA CORRIDOR ENGINEERING TEAM

Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol, Engineers  
Jenkins Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_

APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR DISPATCHING AND MAINTENANCE PROJECT DEFINITION	
EXHIBIT A	
CONTRACT NO.	REV
DRAWING NO. <b>EXHIBIT A</b>	<b>R</b>
SCALE HORIZ <b>1"=500'</b> VERT <b>N.T.S.</b>	
SHEET NO. <b>23</b>	

i:\acct\trk\sig\dc\rr-agree\rev \rr023.plg 08 AUG 2006 15:50:00 USER=steth

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TO SAN BERNARDINO)**

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

CURVE NUMBER  
DEGREE CURVE  
LENGTH SPIRAL  
LENGTH CURVE

3932  
08° 44' 25"  
100'  
442.78'

3922  
07° 16' 53"  
100'  
610.32'

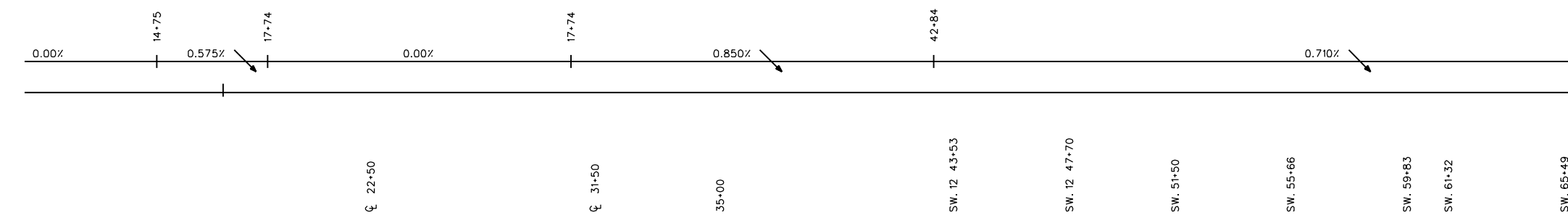
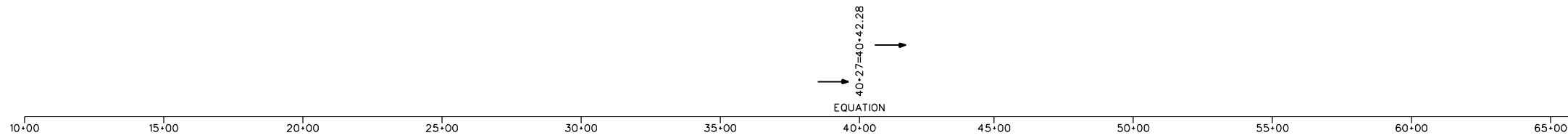
7020  
04° 15' 00"  
50'  
94.32'

7030  
03° 42' 54" - 02° 06' 00"  
50' - 50'  
182.00' - 1023.61'

MAXIMUM SPEED

MAXIMUM SPEED

40 MPH



MATCH LINE SEE SHT. 5

MATCH LINE SEE SHT. 23

**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT APPLICABLE



**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**



**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffett & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

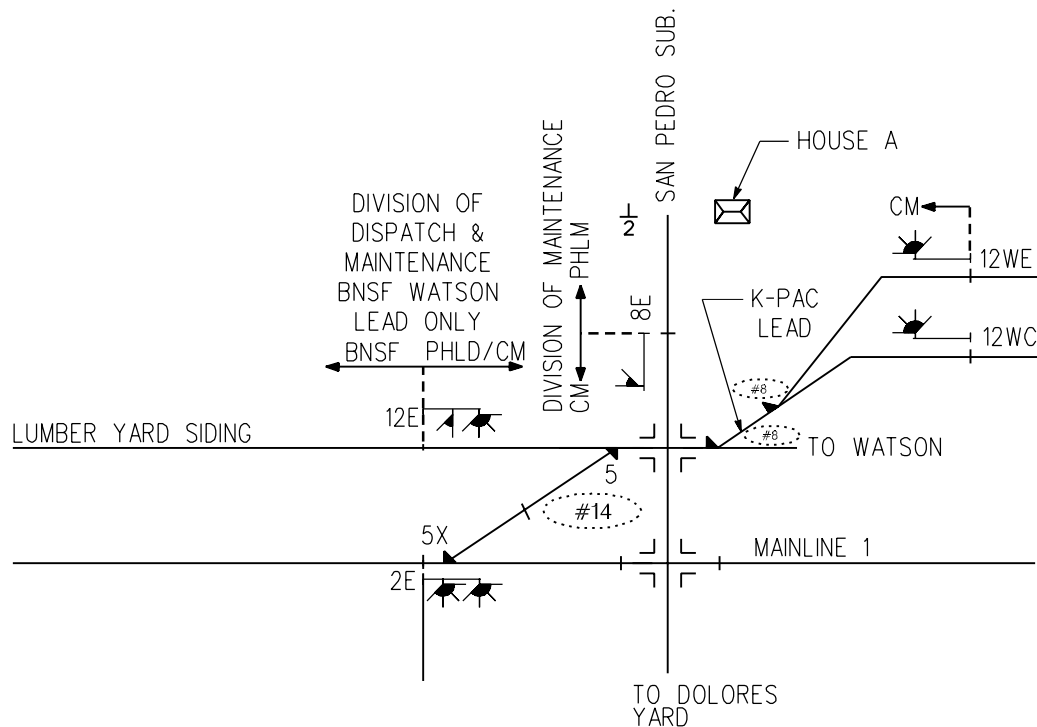
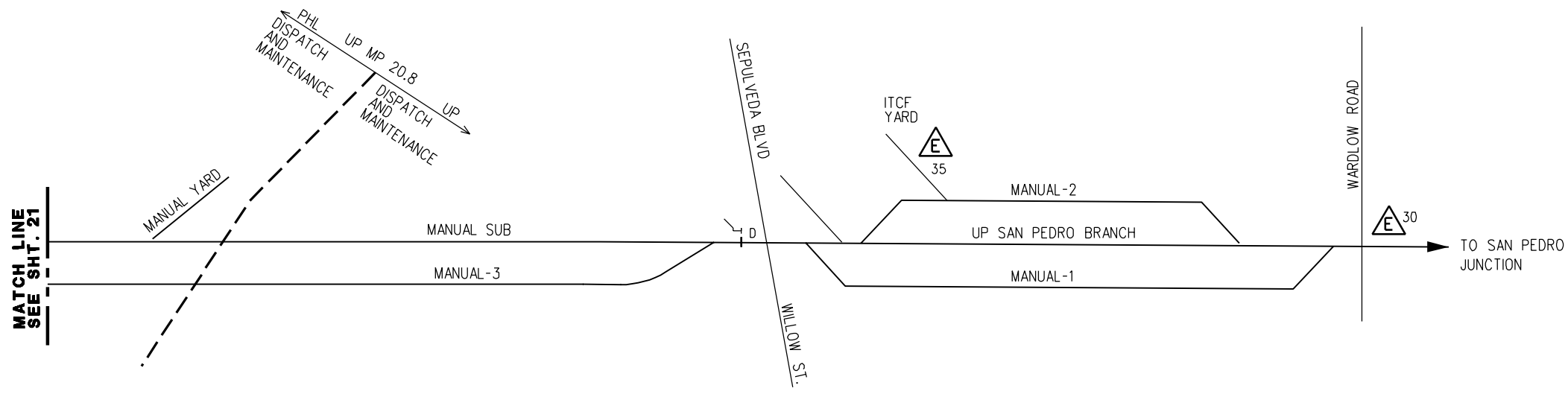
ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO. <b>EXHIBIT A</b>	REV <b>R</b>
SCALE HORIZ <b>1"=500'</b> VERT <b>N.T.S.</b>	
SHEET NO. <b>24</b>	

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TO SAN BERNARDINO)**



**INSERT FROM SHT.18 CP WEST THENARD**

**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**D. SEPULVEDA**  
IN CHARGE  
**D. SEPULVEDA**  
DATE  
**22 MAR 02**

NOT  
APPLICABLE



**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**



**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Daniel, Mann, Johnson, & Mendenhall  
Moffatt & Nichol, Engineers  
Jenkins-Gates & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

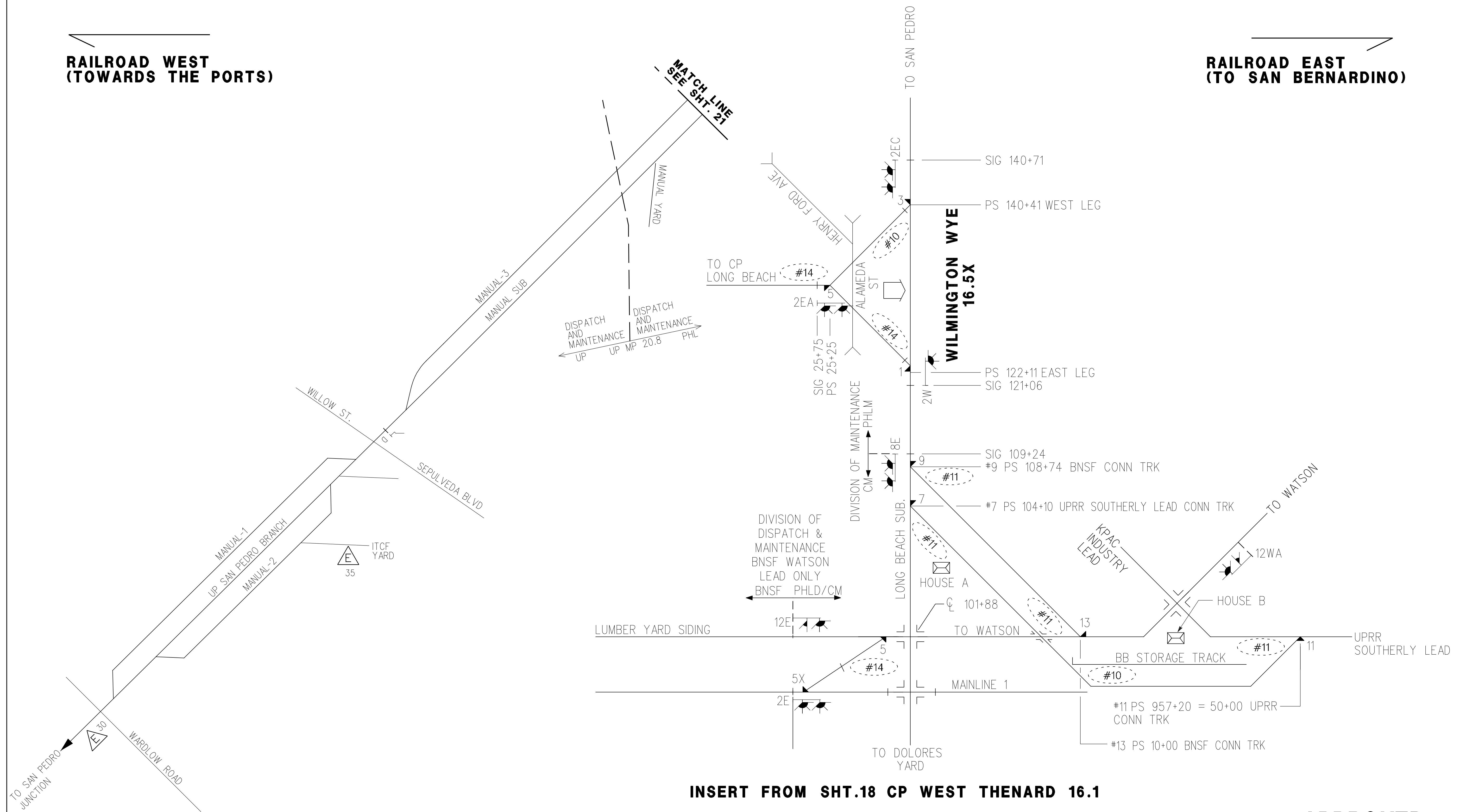
ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO. EXHIBIT A	REV R
SCALE HORIZ. 1"=500' VERT. N.T.S.	
SHEET NO. 25	

**RAILROAD WEST  
(TOWARDS THE PORTS)**

**RAILROAD EAST  
(TO SAN BERNARDINO)**



**INSERT FROM SHT.18 CP WEST THENARD 16.1**

**APPROVED**

ALL DIMENSIONS ARE IN FEET (ft) UNLESS OTHERWISE NOTED

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
T	8/4/09	KS	PD	PD	REVISED ANOTATION						
S	7/7/08	KS	PD	PD	REVISED KPAC TRACK						
R	10/29/04	KS	PD	PD	TRACK CHARTS						
Q	1/31/03	CN	DAS	DAS	TRACK, SIGNALS & AEI AS-BUILT						
P	3/22/02	CN	DAS	DAS	ISSUED FOR OP. COMM. AGREEMENT						

DESIGNED BY  
**C. NITU**  
DRAWN BY  
**C. NATHAN**  
CHECKED BY  
**P. DOLPH**  
IN CHARGE  
**L. HERSH**  
DATE  
**22 MAR 02**

NOT  
APPLICABLE



**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**



**ALAMEDA CORRIDOR ENGINEERING TEAM**  
DANA HERNANDEZ | AECOM  
Markett & Nichol Engineers  
Jenkins Gales & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
DISPATCHING AND MAINTENANCE  
PROJECT DEFINITION

EXHIBIT A

CONTRACT NO.	
DRAWING NO.	REV
EXHIBIT A	T
SCALE	HORIZ. 1"=500' VERT. N.T.S.
SHEET NO.	25

## EXHIBIT B

### CORRIDOR DISPATCHING PERFORMANCE STANDARDS

1. **Purpose:** These Corridor Dispatching Performance Standards provide specific rules and procedures for executing Rail Corridor dispatching responsibilities under the Agreement. The purpose of these rules and procedures is to (i) assist in achieving the goal of the Alameda Corridor Project that all Through Trains be routed on the Rail Corridor and not on other rail lines, (ii) assure the efficient and uninterrupted flow of Through Trains to, from and on the Rail Corridor and (iii) enhance the competitiveness of the Railroads, POLA, POLB and their respective customers.
2. **Through Trains Required to Use Rail Corridor:** Except as specifically provided in Paragraph 7 of this Exhibit B, Lead Corridor Dispatcher shall dispatch all Through Trains over the Rail Corridor and not on any alternate rail route or rail line available for Through Trains.
3. **Train Priorities:** Lead Corridor Dispatcher shall ensure that the trains of BNSF, UP and the Port Rail Operator are given equal dispatching priority where trains are of the same class, without regard to ownership of any train, and, subject to Paragraph 2 of this Exhibit B, that all train dispatching and Track allocation decisions are made to enhance the quality of rail service and efficiency of rail operations on the Rail Corridor and on Tracks connecting to the Rail Corridor.

Notwithstanding anything to the contrary contained herein, Lead Corridor Dispatcher shall manage all train movements over the Rail Corridor in the following order of priority:

a) First, Through Trains on a First-Come, First-Serve Basis; **provided, however,** that in the event of an Extraordinary Circumstance, special priority to another train within this category may be authorized in accordance with the procedure set forth below.

b) Second, (i) Local Trains, (ii) Repositioning and Crossing Movements and (iii) Switching Activities at the Permitted Switching Locations, on a First-Come, First-Serve Basis; **provided, however,** that in the event of an Extraordinary Circumstance, special priority to another train within this category may be authorized in accordance with the procedure set forth below.

Upon becoming aware of an Extraordinary Circumstance, Lead Corridor Dispatcher may give priority to a train that would not otherwise have priority over another train. Lead Corridor Dispatcher shall implement the above rules without discrimination as to the Railroad operating any such train and shall keep records of all such incidents.

4. **Entry to Rail Corridor:** Lead Corridor Dispatcher shall have sole authority to grant entry to all Rail Corridor Tracks within the CD Dispatching Jurisdiction to Railroads, security personnel, maintenance providers (including any Corridor Maintenance Contractors) and/or others who have legitimate reason to use Rail Corridor Track. Entry shall be

governed by railroad signals, train orders, special instructions, timetable bulletins, track permits and/or operating rules.

Prior to granting entry to Rail Corridor Track to any train or equipment, Lead Corridor Dispatcher shall require the relevant Railroad or Corridor Maintenance Contractor to provide the following information: crew member name, limitations on crew hours of service, length, tons, horsepower per ton and destination.

Lead Corridor Dispatcher shall not grant entry to the Rail Corridor to any train if Lead Corridor Dispatcher has knowledge that (i) there will not be sufficient destination terminal or yard capacity available to receive such train upon its arrival at such destination, (ii) such train will not be able to maintain a minimum operating speed of ten (10) miles per hour at all times while in the trench portion of the Rail Corridor as shown on Exhibit A or (iii) crew hours of service may present a significant risk of a crew change while such train is using the Rail Corridor.

5. ***Planned Service Interruptions:*** Lead Corridor Dispatcher shall consider UP, BNSF and the Port Rail Operator operations in developing Track-maintenance windows, Track closures, train or equipment restrictions or other operating issues in advance so as to minimize any adverse effects on UP, BNSF and the Port Rail Operator train movements.
6. ***Notification of Unplanned Service Interruptions:*** Lead Corridor Dispatcher immediately shall notify the Port Rail Operator, ACTA, POLA and POLB of any unplanned disruptions of train operations lasting (or that is anticipated to last) more than five (5) hours and adversely impacting normal Rail Corridor operations. This notification shall include, to the extent known by Lead Corridor Dispatcher, information concerning the nature of the interruption, expected time of service outage, estimated damage to Track and equipment (if applicable) and remedial action being taken.
7. ***Diversions:*** In the event that Lead Corridor Dispatcher determines that there will be a Significant Delay to a Through Train or Local Train of any Railroad in gaining access to and traversing the Rail Corridor, Lead Corridor Dispatcher shall immediately notify (by telephone, text or e-mail) the Railroads, the Port Rail Operator, ACTA and the Ports of the Significant Delay, and after such notice is made, Lead Corridor Dispatcher may then divert the affected Through Train or Local Train, as the case may be, and, as necessary, any other Through Trains or Local Trains affected by the Significant Delay, to an alternate rail route or rail line that is available for use of such train(s). Diversions shall cease immediately upon the removal of the condition or circumstance causing the Significant Delay on the Rail Corridor.
8. ***Storage of Trains:*** Except as otherwise provided in subparagraphs (a) and (b) below, Lead Corridor Dispatcher shall not permit any Railroad to (i) store or leave trains, rail cars or other equipment (except in an operating emergency) or (ii) uncouple locomotives from cars (except in an operating emergency) on the mainline Tracks within the Rail Corridor.
  - a) Lead Corridor Dispatcher shall assign to the Railroads the right to hold or store trains, rail cars or equipment on designated holding sidings within the Rail Corridor on an equitable, nondiscriminatory, hourly basis. Lead Corridor Dispatcher shall ensure

that any such storage or holding of trains is in compliance with all applicable laws, rules and regulations and such other rules as the Ports and Railroads may establish pursuant to the Operating Agreement.

b) Lead Corridor Dispatcher shall assign to the Railroads the right to hold or store trains on the Manuel Sidings in accordance with the provisions of subsection (a) above, provided that for so long as UP exclusively serves the Toyota Distribution Facility (as defined in the Operating Agreement), Lead Corridor Dispatcher shall give UP first priority to store or hold trains on the siding commonly known as “Manuel 3” as shown on Exhibit A.

As used in this Paragraph 8, (i) the term “hold” refers to a train with a locomotive and a crew that is awaiting disposition, (ii) the term “leave” refers to a train with a locomotive without a crew and (iii) the term “store” refers to a train that has been left without a locomotive.

9. ***Unloading of Trains:*** Except in an operating emergency to clear the Rail Corridor Tracks of a blockage caused by a derailment, Lead Corridor Dispatcher shall not permit any train to be loaded or unloaded on or within the Rail Corridor.
10. ***No Stopping in Trench:*** Notwithstanding any other provision of this Exhibit B, except in an operating emergency, Lead Corridor Dispatcher shall not stop or hold any trains or other equipment in the trench portion of the Rail Corridor. If a need to hold or stop trains arises, Lead Corridor Dispatcher shall make every effort to cause the affected train or equipment to exit the trench portion of the Rail Corridor as shown on Exhibit A before stopping or holding the train or equipment or to hold or stop a train or equipment before it enters the trench portion of the Rail Corridor.
11. ***No Preference for Tenants of a Port:*** Through Trains serving the respective tenants of POLA and POLB shall be treated equally. Absolutely no distinction shall be given to trains servicing one Port over trains servicing the other Port.
12. ***Emergency Communications and Coordination:*** When Lead Corridor Dispatcher becomes aware of an emergency situation or security breach on the Rail Corridor, it promptly shall alert the appropriate security and/or emergency personnel of the existence and details of such emergency situation or security breach. Lead Corridor Dispatcher shall communicate and coordinate with fire, police, maintenance and/or other security or emergency personnel for the duration of any emergency situation or security breach on the Rail Corridor.
13. ***Instructions to Dispatchers:*** Lead Corridor Dispatcher shall issue written instructions to all train dispatchers and supervisors responsible for train dispatching, stating that all trains are to be dispatched exactly as if they were trains of the same class of the dispatching party, and all trains shall be given equal treatment as trains of the dispatching party.
14. ***Coordination with Port Rail Operator:*** Lead Corridor Dispatcher shall provide to the Port Rail Operator, and keep current, lists of dispatching positions responsible for dispatching, along with contact numbers. Where feasible and economical, dedicated

phone lines or computer links will be established to aid communication between Lead Corridor Dispatcher and Port Rail Operator. Lead Corridor Dispatcher will cooperate with BNSF, UP and the Port Rail Operator to develop train performance evaluation methods by which Rail Corridor dispatching performance can be reviewed and measured.

15. ***Review of Dispatching Personnel:*** In evaluating the performance of dispatchers and supervisors responsible for dispatching the Rail Corridor, BNSF and UP will use their current policy to consider train performance of all trains handled without regard to train ownership, and also each employee's effectiveness in cooperating with personnel who are employees of another Railroad.
16. ***Communication and Dispute Resolution:*** Lead Corridor Dispatcher shall communicate daily with BNSF, UP and Port Rail Operator dispatchers relating to any material decisions, concerns or conflicts.
17. ***Port and Railroad Review:*** Lead Corridor Dispatcher shall consider on a regular basis, consistent with good industry practice, whether, and how, to adjust the train priorities and the dispatching standards set forth in this Exhibit B to improve rail service. Any proposed changes or modifications shall be reviewed and approved pursuant to the provisions set forth in Section 12.2 of the Agreement.
18. ***Notices:*** Notices required to be provided to ACTA, POLA, POLB or Port Rail Operator under this Exhibit B or as specified in the Agreement, shall be given to the persons listed below at the telephone number(s) or electronic email addresses listed below. Any party may change the contact information for the person to whom notice is required to be given in this Section 18 by providing written notice of the change to each other notice addressee.

### **Technical Notices**

#### **To ACTA:**

Name: Michael Leue  
Telephone No.: 562-253-2089  
Email: mleue@acta.org

#### **To Port Rail Operator:**

Name: Howard Magana  
Telephone No.: 310-984-5767  
Email: hmagana@anacostia.com

#### **To POLA:**

Name: Guillermo Martinez  
Telephone No.: 310-732-3090  
Email: gmartinez@portla.org

#### **To UP:**

Name: Melissa Grosz  
Telephone No.: 402-544-5217  
Email: melissagrosz@up.com

#### **To POLB:**

Name: Carlo Luzzi  
Telephone No.: 562-283-7278  
Email: carlo.luzzi@polb.com

#### **To BNSF:**

Name: Olivia Power  
Telephone No.: 817-352-4935  
Email: olivia.power@bnsf.com