

SIXTEENTH AMENDMENT TO AGREEMENT NO. C0719
BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY AND
ARCADIS, A CALIFORNIA PARTNERSHIP

This SIXTEENTH AMENDMENT to Agreement No. C0719 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and ARCADIS, A CALIFORNIA PARTNERSHIP, whose address is 18401 Von Karman Avenue, Suite 300, Irvine, California 92612 ("Arcadis").

WHEREAS, on August 15, 2003, ACTA and IBI Group Ltd. entered into Agreement No. C0719 for support and maintenance services on ACTA's Revenue Assessment Verification System ("RAVS") designed to collect and verify the Use Fees and Container Charges payable by the Railroads to ACTA pursuant to the Alameda Corridor Use and Operating Agreement; and

WHEREAS, since 2003 Agreement No. C0719 has been amended fifteen (15) times for continued RAVS support and maintenance services; and

WHEREAS, the name "IBI Group Ltd." was not accurate, and both ACTA and Arcadis hereby agree that Agreement C0719 was with "IBI Group, a California Partnership" (Secretary of State Entity Number 302018271004); and

WHEREAS, in April 2023, Arcadis changed the name "IBI Group, a California Partnership" to "Arcadis, a California Partnership" and filed notice of the name change with California's Secretary of State; and

WHEREAS, ACTA and Arcadis consent to the assignment and assumption of Agreement No. C0719 for continued RAVS support and maintenance services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ACTA hereby agrees to the assignment to Arcadis of all the rights, title, and interest in Agreement No. C0719 and Arcadis hereby accepts the assignment and assumes and shall be bound by all of the terms, conditions and obligations under Agreement No. C0719.

2. Section 2.1 is amended to read:

"2.1 Contractor shall provide for support and maintenance for the RAVS, as described in Exhibit A of the Agreement, as may be amended from time to time. The maximum payable amount under this Agreement shall be increased by Four Hundred Sixty Thousand Eight Hundred Dollars (\$460,800) for a total not-to-exceed compensation amount of Two Million Five Hundred Twenty-One Thousand Three Hundred Thirty-Eight Dollars (\$2,521,338).

3. Exhibit A-16, "Scope of Services" is attached hereto and made a part of the Agreement.
4. Section 3.1 is amended to read:

"3.1 The term of this Agreement shall commence August 15, 2003, and terminate on December 31, 2029, unless sooner terminated pursuant to the terms of the Agreement."
5. Exhibit B-16, "Payment Schedule Modifications" is attached hereto and made a part of the Agreement.

Except as amended herein, all remaining terms and conditions of Agreement No. C0719 shall remain in full force and effect.

The effective date of this 16th Amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this Sixteenth Amendment to Agreement No. C0719 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

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

Attest: _____
Secretary

ARCADIS, A CALIFORNIA
PARTNERSHIP

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM
_____, 2024
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

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

ACTA Agreement No. C0719

Exhibit A-16

Scope of Services

Scope:

System supported and maintained comprises:

- Code developed and delivered by Arcadis; and;
- Client software that is part of the System, but only as resident on a specimen standard workstation.

Joint Activities

- Arcadis will work with ACTA to develop and document an overall scheme for reporting issues, controlling change, and managing configuration.
- Arcadis will share with ACTA any information from vendors of the System's hardware or third-party software, including particularly but not only Oracle.
- Arcadis will share with ACTA any other relevant information or findings they develop.
- Arcadis will work with ACTA to maintain a log of software problems and of the corrective actions taken.

Support

- Telephone support will be supplied from Arcadis's Toronto office 6:00 a.m. 5:00 p.m. Pacific time Monday through Friday, except on local holidays.
- Telephone support at other hours will be available for special (i.e. emergency) situations.
- Arcadis shall provide 4-, 8- and 24-hour response to support and maintenance services, as appropriate.
- ACTA's system and database administrators may contact Arcadis staff by telephone re-mail for continuing advice and remote support.
- Arcadis will administer the complete RAVS database environment, subject to the ACTA system administrator's direction.
- Arcadis staff will be available to review system administration and management, as required by ACTA.
- Arcadis staff will cover for the in-house ACTA system administrator when he or she is unavailable due to sickness or leave.

Maintenance

On-Call Emergency Maintenance

- ACTA will request on-call emergency maintenance by telephone and by supporting e-mail. Arcadis staff member qualified to analyze the problem will respond as agreed in the protocol.
- When the problem escalated to Arcadis prevents or will prevent the revenue verification, Arcadis will make reasonable efforts to remove the obstacle.
- Where necessary for recovery, Arcadis will ensure the staff is on-site at ACTA's data Center to respond to a critical problem, i.e., one that will lead to loss of revenue to ACTA.

Non-Emergency Maintenance

- Arcadis will repair the System's database structure when it is damaged.
- Arcadis shall provide preventative maintenance on all software components of the System.
- Arcadis shall provide regular support of system administration: configuring of parameters, control lists, etc.; backup and archiving; system tuning for improved performance.

Routine Activities

On a regular basis Arcadis staff will perform these routine tasks:

- Routine interactions with ACTA's system administrator and revenue staff.
- Generate ad hoc system reports as required by ACTA;
- Undertake scheduled archiving and backup procedures, as required;
- Review system operation through the various log files and, as appropriate, archive system logs and restart system applications;
- Check for availability of operating system, security, and other third-party software patches and updates and install same;
- Clear temporary folders and various files produced that are no longer required and ensure disk storage is well organized and uncluttered;
- Assist and respond to technical queries by ACTA and other staff as they pertain to the operation of the various hardware and software elements of the System;
- Perform disk defragmentation when necessary;
- Perform general inspection to identify potential problem areas or issues; Install operating system and third-party software package updates and renewals of pertinent licenses and undertake backups, as appropriate;
- Undertake various other routine functions such as rebooting machines, archiving configuration and other data, monitoring database activity and other related activities;
- Notify ACTA of available third-party software upgrades applicable to the System and, in support of ACTA, determine the appropriate cost for purchasing and installing these upgrades;
- Test restore RAVS system every six months to ensure continuity of operation

Staffing

Telephone and e-mail contact will be provided through Arcadis's Toronto office and will be subject to local working hours and holidays.

ACTA Agreement No. C0719

**Exhibit B-16
Payment Schedule
Modifications**

Pursuant to the 16th Amendment of Agreement No. C0719, for the period commencing on January 1, 2025, there is an increase in compensation in the amount of \$460,800, which shall be paid in Sixty (60) equal monthly installments of \$7,680 through December 31, 2029.