

SIXTEENTH AMENDMENT TO AGREEMENT NO. C0783  
BETWEEN THE ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY AND  
ARCADIS, A CALIFORNIA PARTNERSHIP

This SIXTEENTH AMENDMENT to Agreement No. C0783 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 February 1, 2007, ACTA and IBI Group Ltd. entered into Agreement No. C0783 for as-needed professional services in support of 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 2007 Agreement No. C0783 has been amended fifteen (15) times for continued RAVS as-needed professional services; and

WHEREAS, the name "IBI Group Ltd." was not accurate, and both ACTA and Arcadis hereby agree that Agreement C0783 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. C0783 for continued RAVS as-needed professional 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. C0783 and Arcadis hereby accepts the assignment and assumes and shall be bound by all of the terms, conditions and obligations under Agreement No. C0783.

2. Section 2.1 is amended to read:

"2.1 When requested by ACTA, Contractor shall provide the professional services in support of RAVS, and at the rates specified, as set forth in Exhibit A, as may be amended from time to time. The maximum payable amount under this Agreement shall be increased by Five Hundred Thousand Dollars (\$500,000) for a total not-to-exceed compensation amount of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000).

3. Exhibit A-16, "Scope of Work and Compensation" 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 January 1, 2007, and terminate on December 31, 2029, unless sooner terminated pursuant to the terms of the Agreement."

Except as amended herein, all remaining terms and conditions of Agreement No. C0783 shall remain in full force and effect.

The effective date of this 16<sup>th</sup> 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. C0783 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. C0783

## Exhibit A-16 Scope of Work and Compensation

Contractor shall provide the following services as requested by ACTA:

- Program enhancement to RAVS NG as required by changes in the revenue operating environment.
- In-depth analysis to substantiate ACTA's Use and Operating Agreement and the Implementation and Settlement Agreement changes.
- Program enhancement to RAVS NG to execute the changes in either the Use and Operating Agreement or the Implementation and Settlement Agreement.
- In-depth analysis of cargo traffic and corridor usage.

All requests from ACTA for services will be in writing and may be sent via email communication.

### Management

Consultant's Project Director will ensure the firm's suitably qualified resources are available and appropriate throughout their assignments.

### Reporting and Billing

Consultant will bill actual time and expenses monthly in arrears. The invoices will include: task-by-task descriptions of the work done; and descriptions and supporting material of out-of-pocket expenses. The fees will be based on the rate table below.

### Rates (Hourly rates are shown in United States Dollars)

Job title	1/1/2025 to 12/31/2025	1/1/2026 to 12/31/2026	1/1/2027 to 12/31/2027	1/1/2028 to 12/31/2028	1/1/2029 to 12/31/2029
<b>Project Director</b>	\$355	\$370	\$390	\$405	\$425
<b>System Development Lead</b>	240	250	260	270	285
<b>Project Manager/Lead Consultant</b>	205	215	225	235	245
<b>Principal System Developer</b>	205	215	225	235	245
<b>Data Services Lead</b>	185	195	205	215	220
<b>Senior System Developer</b>	155	165	170	180	190
<b>Intermediate System Developer</b>	120	130	135	140	145
<b>Database Administrator/Junior System Developer</b>	105	110	115	120	125