

FIRST AMENDMENT TO AGREEMENT NO. C0894
BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND ARCTIC INFORMATION TECHNOLOGY, INC.

THIS FIRST AMENDMENT to Agreement No. C0894 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and Arctic Information Technology, Inc. ("Consultant") as follows:

1. Section 2.1 is amended to read:

"2.1 Consultant hereby agrees to render to ACTA, as an independent contractor, certain professional, technical and expert services as set forth in Exhibits A, A-1, A-2 and A-3 ("Scope of Work")."

2. Exhibit A-3, which is attached hereto, is made a part of the Agreement.

3. Section 5.1 is amended to read:

"5.1 The maximum amount payable, including reimbursable expenses, for the full and satisfactory performance under this Agreement, shall be Four Hundred Fifty Eight Thousand Eight-Hundred and Six Dollars (\$458,806)."

4. Section 5.2 is amended to read:

"5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibits B and B-1. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibits B or B-1 expressly so allow."

5. Exhibit B-1, which is attached hereto, is made a part of the Agreement.

Except as amended herein, all remaining terms and conditions of Agreement No. C0894 shall remain in full force and effect.

The effective date of this 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 First Amendment to Agreement No. C0894 on the date to the left of their signatures:

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____

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

Attest: _____

Secretary

ARCTIC INFORMATION
TECHNOLOGY, INC.

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2021
MICHAEL N. FEUER, Los Angeles City Attorney

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

EXHIBIT A-3

Change Order Requests

1. Change Order Request RFC #2, postponing the implementation of the Sparkrock Budget Module from Spring 2021 to Fall 2021 is hereby added to the Scope of Work as set forth in the document Exhibit A-3(a), attached hereto, and with additional payment as authorized in Exhibit B-1.
2. Change Order Request RFC #3, for the purchase of three (3) additional Sparkrock licenses is hereby authorized as further identified in document Exhibit A-3(b), attached hereto, and with additional payment as authorized in Exhibit B-1.

As-Needed Services

ACTA may request additional services from Consultant on an as-needed basis during the term of the Agreement which ACTA deems necessary for the full implementation of the Project using the procedure set forth herein. Such additional services may include, but are not limited to, changes, modifications, or solution customizations to the Sparkrock 365 system. Such as-needed services shall be paid on a time and materials basis as set forth in Exhibit B-1.

As-needed services performed by Consultant shall occur as follows:

ACTA's Chief Executive Officer ("CEO") or Chief Financial Officer ("CFO") shall issue a written Contract Task Order ("CTO") in the form attached hereto as Exhibit A-3(c) that specifies, without limitation: the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask; and authorized compensation for such Task or Subtask.

Consultant, to reflect its agreement with all the terms of such CTO, shall sign, date and return such CTO to ACTA.

Following ACTA's receipt of the CTO signed by Consultant, ACTA's CEO or CFO shall issue a Notice to Proceed in the form attached hereto as Exhibit A-3(d) that has been signed by him and that authorizes Consultant to commence performance of the services contemplated by such CTO.

Exhibit A-3(a)

Change Request Form



<i>Client:</i>	Alameda Corridor Transportation Authority (ACTA)
<i>SOW:</i>	AGREEMENT NO. C0894 BETWEEN THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY AND ARCTIC INFORMATION TECHNOLOGY, INC.
<i>Change Originator:</i>	Kevin Scott
<i>Submission Date:</i>	March 29, 2021
<i>Change Request Title:</i>	RFC #2: Postpone the Phase II Budget implementation workflow

Problem Statement: ACTA requests additional time to correctly implement the Sparkrock 365 Budget functionality. To do so, ACTA will need to thoroughly evaluate current budgeting processes against Sparkrock functionality to develop new internal processes. However due to ACTA current resource constraints, upcoming audit preparation, and year-end Close there is not sufficient time to complete this review per the original project schedule which had Phase II completion by April 1, 2021. Additionally, the team will be working on the third and final phase of Sparkrock implementation; Fixed Assets Accounting and Project Cost Accounting planned for April and May 2021 thus it is unlikely the internal team will be able to accomplish the Phase III activities in addition to rollover of the Phase II Budget functionality.

Solution: Postpone the implementation of Sparkrock 365 Budget functionality until Fall 2021 (date TBD per Kevin Scott). This would allow ACTA time to complete Phase II and III implementation on schedule and provide the time necessary to review process implications and prepare to implement the new processes supported by Sparkrock 365 as well as onboard a new Controller.

Prior to the postponement request, Richard Parkinson/Arctic IT, provided a comprehensive review during a scheduled workshop held March 17th, 2021 of Budget functionality addressing issues and questions raised by ACTA during the Phase II period. As of March 17th, 2021, at the completion of the final workshop, Richard provided a Budget template with the request for Trang Nguyen/ACTA to complete and return; as of the CR date that request is still open.

We estimate that the Phase II Budget Workstream was approximately 75%-80% complete at the time of the postponement request.

The work remaining to complete currently is as follows:

1. Controller/Trang/ACTA to complete Budget Template
2. Arctic load template and test
3. Joint review of Budget process, workflows and reporting
4. ACTA UAT
5. Post UAT corrections
6. Review and sign-off

Postponing Budget implementation would add the following tasks as part of restart:

1. Joint Workshop to review proposed new process
2. Arctic evaluate implication to current configuration
3. Arctic to revise configuration if required
4. At this point, the tasks to complete would be the same as items 1-6 above.

Schedule Impact: No impact to current schedule. The portion of the work attributable to the Budget workflow will be removed from the Phase II and III schedule. Work will resume in Fall 2021 (date to be confirmed) at which time we can provide a project schedule, with activities and assignments

Cost Impact: Fixed Fee \$4,600.00 to cover effort involved in restarting the following tasks:

1. Joint Workshop to review proposed new process
2. Arctic evaluate implication to current configuration
3. Arctic to revise configuration if required

Invoicing Schedule: Invoiced upon ACTA Milestone Acceptance of the Budget Workstream

Assumptions:

- 1) Work on this CR shall not commence until client approval is received.
- 2) If after initial analysis we determine that the effort will take more than our original estimate, Arctic will notify the ACTA project manager before continuing work.

Approval: The undersigned hereby approves Arctic IT to perform the services described in this CR in accordance with the costs and schedule specified.

Alameda Corridor Transportation
Authority

Arctic Information Technology, Inc.



Signature

Kevin Scott


Printed Name

Chief Financial Officer

Title

04/08/2021

Date



Signature

Doreen McCollum

Printed Name

Senior Program Manager

Title

04.09.2021

Date

Exhibit A-3(b)

Change Request Form



<i>Client:</i>	Alameda Corridor Transportation Authority (ACTA)
<i>SOW:</i>	AGREEMENT NO. C0894 BETWEEN THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY AND ARCTIC INFORMATION TECHNOLOGY, INC.
<i>Change Originator:</i>	Kevin Scott
<i>Submission Date:</i>	April 7, 2021
<i>Change Request Title:</i>	RFC #3: Additional Sparkrock Licenses to Support Phase II Workflow and Budget Testing

Problem Statement: Arctic IT team members (Richard Parkinson, Diane Bishop and Ambar Barragan) have Microsoft "Delegated Admin Privileges", which essentially means as ACTA's partner they can login into the ACTA/Sparkrock environment without consuming a Sparkrock license, however there are limitations to the scope of the privileges which has become a blocking issue to efficiently configure and test Workflows as well as assist with Power BI and Jet Report setup and testing.

With the current license privileges, Arctic IT team members complete the workflow configuration, and then require ACTA team members to conduct the testing. This process is time-consuming and trial-and-error.

All eight Sparkrock Full Use licenses as part of the SOW have been consumed by ACTA team members.

Solution: Purchase of three, three-month, Full User Sparkrock licenses would provide the ability for the Arctic IT team members to test the configurations prior to presenting them to the ACTA team.

Schedule Impact: This change would allow the joint to team to move more quickly through the configuration – test – accept process.

Cost Impact: Fixed Fee \$2,025.20

Invoicing Schedule: Invoiced separately upon Change Request acceptance.

Assumptions:

- 1) Work on this CR shall not commence until client approval is received.

Approval: The undersigned hereby approves Arctic IT to perform the services described in this CR in accordance with the costs and schedule specified.

Alameda Corridor Transportation
Authority

Arctic Information Technology, Inc.



Signature

Kevin Scott

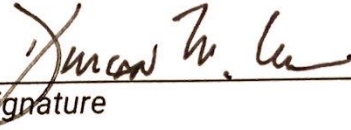
Printed Name

Chief Financial Officer

Title

04/08/2021

Date



Signature

DUNCAN MCOLLUM

Printed Name

SENIOR PROGRAM MANAGER

Title

04-08-2021

Date

Exhibit A-3(c)

Contract Task Order

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. _____
Contract Task Order No. ____

Project Name

Pursuant to Agreement No. _____, after receipt of a written Notice to Proceed signed by ACTA's CEO, Consultant shall proceed with the following:

<u>Task Services</u>	<u>Authorized Amount</u>
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Consultant shall provide all required task, services, and deliverables in accordance with Exhibit A to Agreement No. _____.

Consultant shall complete the work within _____ calendar days from ACTA's transmittal of its written Notice to Proceed.

Consultant acknowledges that the terms and conditions of Agreement No. _____ govern this Contract Task Order and that its signature below reflects its agreement with the terms and conditions of this Contract Task Order No. ____.

If you have any questions, please contact _____ at (562) 247-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

ACCEPTED:

(Consultant Name)

Date: _____

Exhibit A-3(d)

Notice to Proceed

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. _____
Notice to Proceed – Contract Task Order No. ____
Project Name

This is to notify and direct you to commence performance of the subject Contract Task Order No. _____. Enclosed is your set of the executed Contract Task Order documents.

If you have any questions, please contact _____ at (562) 247-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

Enclosure: Contract Task No. ____

EXHIBIT B-1

Payment for Certain Change Orders

ACTA shall pay Consultant \$2,026 for the three (3) additional Sparkrock licenses as set forth in Exhibit A-3.

ACTA shall pay Consultant \$4,600 for the additional expenses incurred in postponing implementation of the Sparkrock Budget Module from Spring 2021 to Fall 2021, as set forth in Exhibit A-3.

Hourly Rates for As-Needed Services

Services requested by ACTA on an as-needed basis as described in Exhibit A-3 shall be paid on a time and materials basis.

It is anticipated that as-needed services may range from \$2,000 to \$10,000 per incident, however actual fees shall be agreed upon by the parties using the procedure set forth in Exhibit A-3.

The following rates for time and materials shall be charged by Consultant for as-needed services:

Role	Billable Increment	Hourly Contract Rate
Managed Services		
Business Applications & Engineering		
Professional Services	.25 hr.	\$230
Support Services	.25 hr.	\$230
After Hour and Emergency Services	1.0 hr.	\$300
Non-Managed Services		
Business Applications & Engineering		
Professional Services	1.0 hr.	\$260
Support Services	1.0 hr.	\$260
After Hour and Emergency Services	1.0 hr.	\$345
Network Operations Center (NOC)		
Tier 1 – Technical Support Analyst	.25 hr.	\$125
Tier 2 – Sr. Technical Support Analyst	.25 hr.	\$150
Tier 3 – System Administrator	.25 hr.	\$175
Tier 4 – Escalation Engineer	.25 hr.	\$185
After Hour and Emergency Services	1.0 hr.	\$210