

FIRST AMENDMENT
TO AGREEMENT NO. C0889
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND PACIFIC RAILWAY ENTERPRISES, INC.

THIS FIRST AMENDMENT to Agreement No. C0889 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and Pacific Railway Enterprises, Inc. ("Consultant") as follows:

1. Article 5. Compensation is hereby removed and replaced in its entirety, as follows:

"For the full and satisfactory performance of the Scope of Work, ACTA shall pay Consultant, and Consultant shall accept, a sum not to exceed Three Hundred Seventy-Five Thousand Dollars (\$375,000). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein."

Except as amended herein, all remaining terms and conditions of Agreement No. C0889 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. C0889 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

PACIFIC RAILWAY ENTERPRISES,
INC.

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____

Heather M. McCloskey, Deputy
ACTA Co-General Counsel