

FIFTEENTH AMENDMENT TO AGREEMENT NO. C0719  
BETWEEN THE ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY AND  
IBI GROUP LTD.

This FIFTEENTH 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 IBI Group Ltd. as follows:

1. Section 2,1 is amended to read:  
  
"2.1 "Contractor shall provide services for support and maintenance for the RAVS as described in Exhibit A of the Agreement. The maximum payable amount under this Agreement shall be Two Million Sixty Thousand Five Hundred Thirty-Eight Dollars (\$2,060,538).
2. Attachment C, IBI Group letter dated December 19, 2006, is no longer in effect and it is superseded by Exhibit A, Scope of Work, which is attached hereto and made a part hereof.
3. Section 3.1 is amended to read:  
  
"3.1 The term of this Agreement shall commence August 15, 2003 and terminate on December 31, 2024, unless sooner terminated pursuant to the terms of the Agreement."
4. Exhibit B-1, "Payment Schedule Modifications by Amendment" which is attached hereto, is 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 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 Fifteenth 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

IBI GROUP LTD.

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

# ACTA Agreement No. C0719

## Exhibit A

### Scope of Work

These services apply to *the System*, which is defined as all instances of the following systems installed by IBI Group on servers designated by ACTA:

- Revenue Assessment and Verification System Next Generation (RAVS NG), including handlers for PierPass input and output and AEI diagnostics;
- Legacy instances of:
  - Revenue Assessment and Verification System (RAVS);
  - PierPass Verification System (PVS);
  - AEI Maintenance and Diagnostic System (AEI-MDS).

It is expected that the legacy instances will be decommissioned by the end of 2024.

All support and other activities contemplated in this Scope of Work are conducted by IBI Group staff at their usual place of work.

IBI Group's principal role is to be the database administrator (DBA) for the System.

### Joint Activities

- IBI Group will work with ACTA to develop and document an overall scheme for reporting issues, controlling change, and managing configuration.
- IBI Group will share with ACTA any other relevant information or findings IBI Group develops.
- IBI Group will work with ACTA to maintain the log of software problems and the corrective actions taken.

### Support

- ACTA's system administrators may contact IBI Group staff by telephone or email for continuing advice and remote support.
- IBI Group will administer the complete RAVS NG database environment, subject to the ACTA system administrator's direction.
- IBI Group staff will be available to review system administration and management, as required by ACTA.

## Maintenance

- ACTA will request maintenance by telephone and by supporting e-mail. An IBI Group staff member qualified to analyze the problem will respond as agreed in the protocol.
- In the event that any maintenance issue brought to the attention of IBI Group prevents or will prevent the verification of revenue, IBI Group will make reasonable efforts to resolve the problem so that verification may occur.
- IBI Group will repair the System's database structure when it is damaged.
- IBI Group shall provide preventative maintenance on all software components of the RAVS NG system.
- IBI Group 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 IBI Group staff will work with ACTA staff to perform routine tasks including:

- 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;
- 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 general inspection to identify potential problem areas or issues;
- 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;
- Assist in training ACTA and Port staff as required;
- Identify computer hardware maintenance issues and assist ACTA with its employ of the computer software vendor's maintenance and warranty agreement;
- Support migration of the databases when hardware is upgraded or replaced; and
- Apply Oracle patches, with priority given to security-related patches.

The Scope of Work does not include:

- System administration;
- Site visits;
- Formal training, whether remote or in person.

# **ACTA Agreement No. C0719**

## **Exhibit B-1**

### **Payment Schedule Modifications by Amendment**

Pursuant to the 15<sup>th</sup> Amendment of Agreement No. C0719, for the period commencing on January 1, 2022 there is an increase in compensation in the amount of Two Hundred Sixty-Three Thousand Three Hundred Forty Dollars (\$263,340), which shall be paid in Thirty-Six (36) equal monthly installments of Seven Thousand Three Hundred Fifteen Dollars (\$7,315) through December 31, 2024.