

City and County of San Francisco
Municipal Transportation Agency One
South Van Ness Ave. 3rd Floor San
Francisco, California 94103

Contract No. SFMTA 2013-30

**Third Amendment to Agreement
between the City and County of San Francisco and NextBus Inc.
for Software and Equipment Maintenance Services
for the SFMTA's Automatic Vehicle Location System**

This Third Amendment (this "Amendment") to the Agreement between the City and County of San Francisco and NextBus Inc. for Software and Equipment Maintenance Services for the SFMTA's Automatic Vehicle Location System (the "Maintenance Agreement"), dated for convenience as August 1, 2017 and effective on that date, is made in San Francisco, California, by and between NextBus Inc. ("NextBus" or "Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

This Amendment extends the Term of the Maintenance Agreement and increases the contract amount to compensate for those extended services. As consideration for the extended term and increased compensation, Contractor shall continue to provide the Services described in the Maintenance Agreement without interruption, through the extended term.

The Maintenance Agreement is modified as follows:

Article 1 Definitions

The following definitions apply to this Amendment:

1.1 "Agreement" or "Maintenance Agreement" means the "Agreement between the City and County of San Francisco and NextBus Inc. for Software and Equipment Maintenance Services for the SFMTA's Automatic Vehicle Location System," Contract No. 2013-30, as modified by and including this Amendment and all prior Amendments to the Maintenance Agreement, and appendices to all amendments.

Article 2 Modifications to the Maintenance Agreement.

1. Term. Section 2 of the Maintenance Agreement is modified to extend the term of the Agreement one year, with an option to the SFMTA to extend the Maintenance Agreement an additional year.

Section 2 of the Maintenance Agreement is deleted and replaced in its entirety with the following:



2. Term. Subject to Section 1, the term of this Maintenance Agreement shall be from August 1, 2013 to July 31, 2018. The provisions of this Amendment shall become effective on August 1, 2017. The SFMTA may at its option extend this Maintenance Agreement to July 31, 2019, said option to be exercised by the Director of Transportation's in his sole discretion.

2. **Services Contractor Agrees to Perform**. From the effective date of this Amendment to the expiration of the term of the Maintenance Agreement, the Contractor shall perform and provide to the SFMTA the services described in Appendix A, "Description of Services," attached to this Amendment.

3. **Compensation**. Section 5 of the Agreement is modified to increase the Contract Amount not to exceed \$3,780,473.96 for a total amended Contract Amount not to exceed \$12,968,675.96. A Synopsis of contract history including this amendment follows:

Document	Contract Value
Base Contract	\$7,890,220.00
Amendment 01	\$800,000.00
Subtotal	\$8,690,220.00
Amendment 02	\$497,982.00
Subtotal	\$9,188,202.00
Amendment 03 - Adds 1 year performance + 1 year option @ \$1,890,236.98 / year.	\$3,780,473.96
Total	\$12,968,675.96

Section 5 of the Maintenance Agreement is deleted and replaced in its entirety with the following:

5. Compensation. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Transportation, or a qualified City representative in his/her absence, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twelve Million Nine Hundred Sixty-Eight Thousand Six Hundred Seventy-Five dollars and 96 cents (\$12,968,675.96)**. The breakdown of charges associated with this Agreement appears in Appendix B to the Maintenance Agreement and in Appendix B to this Amendment, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and

approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and identifying the subcontractor(s) and amounts paid.

4. **Remainder of Agreement Unchanged.** Except as expressly stated in this Amendment, all other provisions of the Maintenance Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective on the day first mentioned above.

CITY

Edward D. Reiskin Director of
Transportation SFMTA

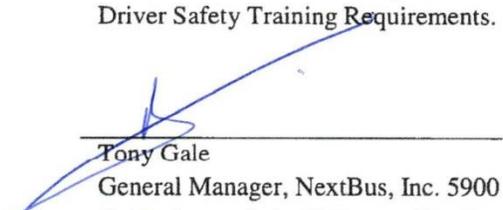
Approved as to Form: Dennis

J. Herrera
City Attorney

By: 
Robert K. Stone
Deputy City Attorney

CONTRACTOR

By signing this Amendment, Contractor acknowledges that it has read and understands Section 47: Large Vehicle Driver Safety Training Requirements.



Tony Gale
General Manager, NextBus, Inc. 5900
Hollis Street, Suite X Emeryville, CA
94608
City vendor number: 74925

Appendix A
Additional Services Scope of Work

- 1. Purpose.** The purpose of this Maintenance Agreement is for NextBus to continue to provide software, hardware and related professional services to maintain the AVLS and ensure the continued function of the AVLS in accordance with agreed system specifications.
- 2. Description of Services.** NextBus shall perform all Work required to effect the Purpose of this Maintenance Agreement, as described in this Appendix A. The SFMTA shall direct NextBus on a monthly basis as to the Services that NextBus shall provide in the following month to ensure the continued function of the AVLS in accordance with agreed system specifications. Said Services may include, but are not limited to:
 - a. Additional or new passenger information signs at transit stops, or modifications to or upgrades of existing signs.
 - b. Vehicle trackers as necessary to maintain full network coverage of and real-time information reporting on the SFMTA fleet.
 - c. AVLS software upgrades (as agreed necessary by Nextbus).
 - d. AVLS software upgrades and equipment for additional, new, modified or upgraded platform passenger information signs.
 - e. Other equipment and Services as needed.

The SFMTA shall compensate NextBus for the requested Services provided based on the rates stated in Appendix B to this Amendment. Payment of the total amounts stated in Appendix B are not guaranteed to NextBus, but are the rates NextBus shall charge and the SFMTA shall pay for Services actually provided.

- 3. Equipment.** NextBus shall provide all sign hardware, equipment, vehicles, and tools necessary to perform these Services and related ancillary Services under this Amendment. The spares list stated in the Maintenance Agreement ("Base Contract") SFMTA Contract 2013-30 (dated August 1, 2013) at Appendix A, Section 1.1.4 is deleted. Nextbus will maintain sufficient spares inventory to ensure the continued function of the AVLS in accordance with agreed system specifications.
- 4. Personnel.** NextBus shall perform the Work with its own personnel or subcontracted personnel whom NextBus has trained and who shall work directly under NextBus' supervision and direction. Not less than 20 percent of the Work shall be performed by Local Business Enterprise subcontractor(s). (See Maintenance Agreement, section 33.)
- 5. Safety.**
 - a. Before NextBus field personnel (including subcontractors' personnel) perform any work at transit shelters or other field locations, NextBus shall provide to the

SFMTA's Project Manager a certification that those persons have obtained from SFMTA Transit Operations appropriate training in working in and around transit vehicles operating in the right-of-way.

- b. All NextBus and subcontractor personnel who may operate large vehicles in the City in the course of performing the Work before commencing the Work shall attend the training described in Section 11.14 of the Maintenance Agreement.

6. Quality Control and Assurance. NextBus shall be responsible for managing quality control and quality assurance for the Work. NextBus shall document the testing of each sign following performance of Services to confirm that systems are fully functional.

7. Continued Support. Following expiration of this Maintenance Agreement, if requested by the SFMTA, under other maintenance agreement(s) of similar scope all support and maintenance services to the SFMTA to ensure the continued operation of the NextBus-provided AVLS through December 31, 2020. NextBus shall make such maintenance services as are currently provided under the Maintenance Agreement available to the SFMTA under maintenance agreements through December 31, 2020.

8. Reports. Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Maintenance Agreement. Except as the SFMTA may otherwise require, Contractor may submit written reports electronically by email. To the extent that Contractor submits printed reports, said reports including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

9. The SFMTA Liaison. In performing the Services provided for in this Maintenance Agreement, Contractor's liaison with the SFMTA will be Julian Metcalf.

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Appendix B
Calculation of Charges

a. **Compensation**

The SFMTA will compensate NextBus for completion of the Services the SFMTA directs to be provided, as stated in this Appendix B, in accordance with the Terms and Conditions of the Maintenance Agreement.

The breakdown of compensation for the Services is set out in the following chart:

Signs

	Per Unit Monthly Charge	Qty	Per Fiscal Year
Existing Public Signs			
ASP Software – LEDs	\$36.00	853	\$368,496.00
ASP Software – Kiosks	\$36.00	9	\$3,888.00
ASP Software – LCDs	\$101.20	18	\$21,859.20
Wireless Fees – LEDs	\$22.00	853	\$225,192.00
Maintenance – LEDs	\$12.40	853	\$126,960.52
Maintenance – Kiosks	\$12.40	9	\$1,339.56
Maintenance – LCDs	\$169.14	18	\$36,533.70
Sub-Total			\$784,268.98

Contingency for additional, new, modified or upgraded signs (best government rates and the monthly service rates stated above shall apply)			\$100,000.00
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Vehicles

	Per Unit Monthly Charge	Qty	Per Fiscal Year
Revenue Vehicle Only			
ASP (AVLS software as a service incl. hosting fees) for vehicles	\$36.00	1248	\$539,136.00

Miscellaneous

Contingency for additional services if the SFMTA determines they are necessary, including wireless services and maintenance for trackers, tracker leases, AVLS software, or other or additional hardware upgrades or additions, including sales tax.			\$466,832.00
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Total not to exceed: \$1,890,236.98

Rates

	Per Unit Monthly Charge
Recurring Costs	
Lease - Atmel 3G tracker	\$55.00
Lease - VMx DCU	\$110.00
ASP - VMx DCU/Atmel tracker	\$36.00
-Wireless Fees – VMx DCU/Atmel Trackers	\$22.00
Maintenance– VMx DCU/Atmel Trackers	\$26.61