

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

First Modification

THIS MODIFICATION (this "Modification") is made as of August 19, 2014, in San Francisco, California, by and between **TransCore, LP** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, City and Contractor have entered into the Agreement to hire an Integrator to design, build and maintain a Ground Transportation & Taxi Management System (GTMS/TMS) hereinafter referred to as the "NEW SYSTEM"; and

WHEREAS, the Commission adopted Resolution Number 12-0188 on August 28, 2012 which authorized the award of said Agreement for the period of August 28, 2012 through June 28, 2015; and

WHEREAS, approval for this Agreement was obtained when the Department of Human Resources approved Contract number PSC No. 4099-10/11 on July 24, 2014;

WHEREAS, City and Contractor desire to modify the Agreement by incorporating Task Order No. 1 into Appendix A which includes twenty six (26) mutually agreed upon change orders to the GTMS/TMS design, additional anticipated costs for the Interim Solution, and contingency costs;

WHEREAS, City and Contractor also desire to modify the Agreement to replace Appendices B and C with the new Appendices B-1 and C-1 to revise the Calculations of Charges, Equipment Lease, and Payment and Project Schedule; and

WHEREAS, Commission approved this First Modification pursuant to Resolution Number 14-0166 on August 19, 2014; and

WHEREAS, On _____, by Resolution No. _____, the Board of Supervisors approved this Modification under San Francisco Charter Section 9.118; and

WHEREAS, the Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Modification:

a. Agreement. The term "Agreement" shall mean the Agreement dated August 28, 2012 between Contractor and City.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Section 2. Term of the Agreement** is hereby amended to extend the term of the contract twelve (12) months for a new ending date of June 30, 2016.

3. **Section 4. Services Contractor Agrees to Perform** are described in Appendix A – Attachment 3 Task Order No. 1 which includes twenty six (26) mutually agreed upon change orders to the GTMS/TMS design, incorporated herein by this reference.

4. **Section 5. Compensation** is hereby replaced in its entirety to read as follows:

5. Compensation.

a. Work Subject to This Agreement. Compensation shall be tied to completion of work and milestone identification performed in one of three phases, as more fully described in Appendices B-1 and C-1 hereto. No more than one invoice per month may be submitted for work completed and invoices must indicate work and milestone identification completed.

In no event shall the amount of this Agreement exceed Ten Million, Eight Hundred Ninety Two Thousand, Six Hundred Seventy Four Dollars (\$10,892,674). The cost breakdown can be found in Appendix B-1.

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 Airport Commission 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 Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The Contractor agrees further to return retained payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the City.

b. Maintenance Contract. Within 90 days of the end of the Warranty Period, Contractor shall enter into a five (5) year maintenance agreement with the City in the form attached as Appendix F at the cost of Three Hundred Thirty Six Thousand Six Hundred Forty Two (\$336,642) per year to be paid in monthly invoices. At a minimum, Contractor shall provide the following services in the Maintenance Agreement:

- 1) Level 3 maintenance for all non-software components; and
- 2) Error, defect or malfunction correction within (6) hours of notification; and
- 3) Hotline support; and
- 4) Qualified personnel

5. **New Section 32. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with a **New Section 32. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to the Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

1) Applicants or employees who would be or are performing work in furtherance of this Agreement may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant's or employee's security badging application, and the resulting inability of the Contractor to hire the applicant or assign the employee to perform services under this Agreement, shall not be considered an Adverse Action under Chapter 12T.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4,

above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

6. New Section 64. Labor Peace / Card Check Rule is hereby replaced in its entirety to read as follows:

64. Labor Peace / Card Check Rule. Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

7. **New Section 73. Federal Non-Discrimination Provisions** is hereby added to read as follows:

73. Federal Non-Discrimination Provisions. Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. These Regulations are incorporated as though fully set forth herein. Contractor agrees to include the above statements in any subsequent contract that it enters into with subcontractors and cause those agreements to similarly include the statements, and cause those businesses to include the statements in further agreements.

Failure by the contractor to comply with the requirements of this section is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

8. **Appendix A, Attachment 3 and documents listed therein are incorporated into this Agreement as though fully set forth.**

9. **Appendix B, Calculation of Charges** is hereby replaced in its entirety with the new Appendix B-1 added to the Agreement.

10. **Appendix B, Attachment 1, Equipment Lease Agreement, Section 2. Term of the Agreement** is hereby replaced in its entirety with the following:

2. Term of the Agreement. Subject to Section 1, the term of the Equipment Lease Agreement shall be twenty-eight (28) months, commencing on the date Contractor/Lessor delivers and installs the first groups of ROVR System devices through March 2015.

11. **Appendix B, Attachment 1, Equipment Lease Agreement, Section 4. City's Payment Obligation** is hereby replaced in its entirety with the following:

4. City's Payment Obligation. In no event will the City make an advance payment. In the event any payment of any amount of monies is required by any Vendor or Manufacturer prior to acceptance of the Equipment by the City, Contractor/Lessor is to advance such amounts. The City will make a good faith effort to pay all invoices within thirty days of billing. In no event will the City pay any late fees or charges for payments made after the 30 day period. Contractor/Lessor and the City understand and intend that the obligations of the City to pay Rental Payments hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of

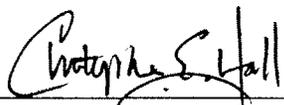
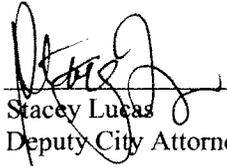
the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay Rental Payments, exclusively from legally available funds, to Contractor/Lessor or, in the event of an authorized assignment by Contractor/Lessor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor/Lessor in a form acceptable to the Controller. Each invoice must have a unique identifying number. Payments will be made in United States Dollars by warrant drawn on the Treasurer of City and County of San Francisco. Rental Payments shall be in consideration for the City's use of the Equipment during the applicable fiscal year in which such payments are due. **In no event shall the amount of this Agreement exceed Four Hundred Seventy Three Thousand Two Hundred Eighty Four Dollars (\$473,284).** The breakdown of costs associated with this Agreement appears in Appendix B-1 to the MASTER AGREEMENT.

12. Appendix C, Payment and Project Schedule and Progress Reports is hereby replaced in its entirety with the new Appendix C-1 added to the Agreement.

13. Effective Date. Each of the changes set forth in Section 2 shall be effective on and after the date of this Modification.

14. Legal Effect. Except as expressly modified herein, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	CONTRACTOR
By: _____ John L. Martin, Airport Director	 _____ Authorized Signature
Attest:	Christopher E. Hall _____ Printed Name
By: _____ Jean Caramatti, Secretary Airport Commission	Vice President _____ Title
Resolution No: <u>14-0166</u>	TransCore, LP _____ Company Name
Adopted on: August 19, 2014 _____	80789 _____ City Vendor Number
Approved as to Form: Dennis J. Herrera City Attorney	9440 Carroll Park Drive, Suite 150 _____ Address
By:  _____ Stacey Lucas Deputy City Attorney	San Diego, CA 92121 _____ City, State, ZIP
	(858) 736-8200 _____ Telephone Number
	25-1730334 _____ Federal Employer ID Number

**Appendix A, Attachment 3
Task Order No. 1**

Table 1: Change Orders in Task Order No. 1

#	Change description	Documentation source	Contract sections impacted
1	Enhanced tracking of shared-ride vans between domestic terminals	CR002, dated 6/27/13	App. A, Att. 1, Sec. 3.4.2 (DMS Functionality) App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts)
2	Replace handheld readers with tablets	CR003, dated 4/18/13	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials) App. A, Att. 1, Sec. 3.1.1 (Handheld Reader Functionality) App. A, Att. 2, Sec. 8.1 (Contactless HCR Functionality)
3	Add AVI readers to Courtyards A/G	CR004, dated 6/13/13	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials) App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts)
4	Automated shared-ride van dispatching and relocation to Lot CC	CN005, dated 5/8/13; Lot CC SOW v4.0, dated 7/23/14; modified per letter dated 10/8/13	App. A, Att. 1, Sec. 3 (GTMS Hardware Req'ts) App. A, Att. 1, Sec. 4 (GTMS Application Req'ts)
5	Taxi pay-on-foot kiosks	CN007, dated 7/23/14; modified per letter dated 10/8/13	App. A, Att. 2, Sec. 4 (Add Value Machine) App. A, Att. 2, Sec. 8 (Handheld Card Reader)
6	Two canopies for outside kiosks	CN007, dated 7/23/14	App. A, Att. 2, Sec. 4.20 (AVM Shelter)
7	Change to AVMs to remove Airport network from PCI scope	CN008, dated 7/16/14	App. A, Att. 2, Sec. 4.7.2 (Credit/Debit Card Functionality)
8	Integrated Revenue Management System (IRMS) to replace PMBS interface	CR009, dated 6/19/14	App. A, Sec. IV.E (Software Req'ts: PMBS/ABM Integration) App. A, Att. 1, Sec. 1 (Introduction) App. A, Att. 1, Sec. 4 (GTMS Application Req'ts) App. A, Att. 1, Sec. 4.1.1 (PMBS Integration) App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts) App. A, Att. 1, Sec. 6.13.1 (GTMS Network Integration) App. A, Att. 1, Exhibit A (CDRL List) App. A, Att. 1, Exhibit C (To Be Business Processes) App. A, Att. 2, Exhibit A (CDRL List)
9	Discount for combining Change Requests/Notices 2, 4, 5, 7, 8, 9	CR009A, letter dated 10/8/13	n/a
10	Eliminate server hardware from scope by using existing Airport servers	CR011, dated 6/17/14	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials) App. A, Att. 1, Sec. 3.6 (Additional GTMS Hardware Req'ts) App. A, Att. 1, Sec. 6.7 (GTMS Application Hardware Software)
11	Roadside equipment quantity updates and enclosure upgrades (stainless steel)	CN012/CR013, dated 11/21/13	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials)
12	Change from Verint to Pelco cameras for compatibility with existing equipment	CN014, dated 3/28/14	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials) App. A, Att. 1, Sec. 3.4 (Dynamic Messaging System & Curbside Camera) App. A, Att. 2, Sec. 2.2 (Dynamic Messaging System & Curbside Camera)
13	AVI/LPR location on North Access Road	CN016, dated 6/25/13	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials) App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts)
14	Interface with SFMTA's RideIntegrity system	CN019, dated 9/17/13	App. A, Att. 2, Sec. 1.1 (Conceptual Architecture) App. A, Att. 2, Sec. 5.4 (System Interfaces)
15	Card issuance workstation at GTU	CN020, dated 1/20/14	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials) App. A, Att. 1, Sec. 3.6 (Additional GTMS Hardware Req'ts) App. A, Att. 1, Sec. 6.14 (GTMS Access)
16	Tablet as AVI reader at Domestic Courtyards	CR022, dated 12/12/13	App. A, Att. 1, Sec. 3.1.1 (Handheld Reader Functionality) App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts)

#	Change description	Documentation source	Contract sections impacted
17	Temporary permit (day pass) registration	CR023, dated 12/12/13	App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts)
18	Online citation appeals process	CR025, dated 12/12/13	App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts) App. A, Att. 1, Sec. 5.1 (GTMS/TMS Web Portal Functions)
19	Upgrade to RuggedCom routers	CR027, dated 2/14/14	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials) App. A, Att. 1, Sec. 6.13 (GTMS Network Requirements)
20	Upgraded DMS for shared-ride van zones	CR028, dated 5/5/14	App. A, Att. 1, Sec. 3.4.2 (DMS Functionality) App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts)
21	Two additional DMS for T1/T3 van zones	CR028, dated 5/5/14	App. A, Att. 1, Sec. 3.4.2 (DMS Functionality) App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts)
22	Equipment quantity update	CR029, dated 4/14/14	App. A, Sec. V.A (Hardware Req'ts: Bill of Materials)
23	Current AVI/GTIS software maintenance	CN030, dated 4/18/14	App. A, Sec. III.B.2 (Transition from Existing System)
24	Location 17 status light functionality	CN031, dated 5/21/14	App. A, Att. 2, Sec. 2.1 (Card Interface Devices)
25	GT driver ID badge functionality	CN033, dated 5/5/14	App. A, Att. 1, Sec. 4.3 (GTMS Application Functional Req'ts) App. A, Att. 1, Sec. 5.1 (GTMS/TMS Web Portal Functions)
26	Maintenance for Years 2-6	CR036, dated 8/8/14	App. F (Software and Equipment Maintenance Agreement)

Table 2: Contract Costs with Modification No. 1

	Original Contract	Modification No. 1	New Contract Total
GTMS/TMS Scope, excluding Interim Solution	\$7,920,227	\$1,739,163	\$9,659,390
Interim Solution	\$341,000	\$132,284	\$473,284
Contingency			
<i>Hardware (including tax & shipping)</i>		\$130,000	
<i>Design, installation, project management</i>		\$180,000	
<i>Software development, integration, testing</i>		\$430,000	
<i>Travel/per diem & other direct costs</i>		\$20,000	
Total contingency		\$760,000	\$760,000
Total	\$8,261,227	\$2,631,447	\$10,892,674

**Appendix B-1
Calculation of Charges**

I. Compensation

In no event shall the amount of this Agreement exceed Ten Million, Eight Hundred Ninety Two Thousand, Six Hundred Seventy Four Dollars (\$10,892,674):

- Original contract amount - Eight Million, Two Hundred Sixty-One Thousand, Two Hundred Twenty Seven Dollars (\$8,261,227) which included Three Hundred Forty One Thousand Dollars (\$341,000) for the Original Interim Solution.
- Task Order No. 1 - One Million Seven Hundred Thirty Nine Thousand, One Hundred Sixty Three Dollars (\$1,739,163).
- Additional anticipated costs for Interim Solution – One Hundred Thirty Two Thousand, Two Hundred Eighty Four Dollars (\$132,284).
- Contingency costs for design, hardware, software, and other direct costs – Seven Hundred Sixty Thousand Dollars (\$760,000).

II. Retention

TransCore shall submit invoices upon completion of the tasks identified in Appendix C to this Agreement. The City shall retain twenty percent (20%) from of the total contract price in Phase 3. The retention amount shall be released to TransCore upon Final Acceptance

III. Interim Solution

In the event the City, in its sole discretion, determines TransCore shall deploy the Interim Solution, as defined in Appendix A, the City shall lease Interim Solution, on the terms set forth herein and in Attachment 1 hereto.

Lease Term: 12 months; month-to-month thereafter with no change in monthly lease amount

In-vehicle devices, per month: Eighteen Dollars (\$18)

One-time activation fee: Fifteen Dollars (\$15) per unit

Buy-out: The City will lease ROVR units on an as-needed basis in batches. Beginning in month 24, the City may elect to purchase ROVR devices for One Dollar (\$1) per unit.

Monthly data charge post-purchase: \$7.00

In the event an in-vehicle ROVR device is non-functional, TransCore shall replace such device within 24 hours of notification by the City. Replacement devices shall be at no cost to the City.

Appendix C-1
Payment and Project Schedule and Progress Reports

I. OVERVIEW

The work described in Appendix A to this Agreement shall proceed in three phases, as follows:

Phase I	System Design and Documentation
Phase II	Development, Procurement and Installation
Phase III	Transition, System Testing and Acceptance

II. PROJECT SCHEDULE

Consistent with CDRL 16, TransCore shall provide the City with a Project Schedule within ten (10) days of the Notice to Proceed. The Project Schedule shall be updated at the following intervals:

- Completion of the Preliminary Design Review;
- Completion of the Final Design Review; and
- Within 24 hours of TransCore's discovery that the deadline for completion of tasks in the then-existing Project Schedule will not be met.

The Project Schedule may be amended by mutual agreement between City and Contractor.

A. Delays. Contractor agrees that if slippage occurs, it will assign additional qualified personnel to the project.

B. Time of the Essence. The parties agree that time is of the essence, and that the System will be developed and implemented in accordance with the Project Schedule.

C. Infrastructure Schedule. It is agreed that the NEW SYSTEM project schedule (8841R) is contingent upon the Infrastructure Project Schedule, which is the subject of a separate contract with a different contractor (Contract 9111A). Any additional time added or delays to the Infrastructure Schedule (9111A) shall result in a corresponding calendar day for calendar day increase to the NEW SYSTEM Project Schedule (8841R). However, in no event will the City make any additional payments to Contractor as a result of delays occasioned by the contractor selected to perform the infrastructure work.

D. Beneficial Use. No later than four (4) weeks after installation is complete, the Contractor shall deliver to the City the new integrated GTMS/TMS ("NEW SYSTEM") replacing the functions of the existing and separate ("EXISTING SYSTEM") and allowing transition of currently supported day-to-day operations and functions of the EXISTING SYSTEM to the NEW SYSTEM. The delivery of the NEW SYSTEM includes placing the NEW SYSTEM into revenue collection service. The NEW SYSTEM will be used by City staff to perform daily operations and functions such as account management and taxi fee collection. The EXISTING SYSTEM data will be maintained for 19 months following this schedule milestone to allow access to historical account and transaction data. No payment

for completion of Phase 2 Milestone 15 Existing Location Installation (Stage 2) shall be made by the City until the conditions listed here are met and approved in writing by Airport Project manager.

III. PROGRESS REPORTS

Contractor will provide City with monthly written status reports advising the City of its progress.

IV. PAYMENT SCHEDULE

City will issue payment to the Contractor according to the Payment Schedule set forth in Table 1 below. Payment for a project milestone defined in the Payment Schedule shall be made after the City accepts the Contractor's completion of that project milestone. Table 1 includes costs associated with the original contract and Task Order No. 1.

Table 1: Payment Schedule

Milestone ID	Pay Item Description	% of Price	Amount
1	Mobilization	5%	\$ 482,970
2	CDRL 15 - Project Management Program Plan	2%	\$ 193,188
3	Infrastructure Requirements	3%	\$ 289,782
4	Hardware Drawing Package	5%	\$ 482,970
5	Conceptual Design	5%	\$ 482,970
6	GTMS/TMS Servers	5%	\$ 482,970
7	Preliminary Design	5%	\$ 482,970
8	Final Design	5%	\$ 482,970
9	GTMS/TMS Solution Development (Sprint 1-5)	5%	\$ 482,970
Phase 1 Subtotal		40%	\$ 3,863,760
10a	AVM FAT Acceptance	2%	\$ 193,188
10b	AVM Installation	1%	\$ 96,594
11a	CID FAT Acceptance	2%	\$ 193,188
11b	CID Installation	1%	\$ 96,594
12	DMS/VSS Installation	2%	\$ 193,188
13a	GTMS/TMS Solution Development (Sprint 6-9)	2.5%	\$ 241,485
13b	GTMS/TMS Solution Development (Sprint 10-13)	2.5%	\$ 241,485
13c	GTMS/TMS Solution Development (Sprint 14-16)	2.5%	\$ 241,485
13d	GTMS/TMS Solution Development (Sprint 17-19)	2.5%	\$ 241,485
14	New Location Installation (Stage 1)	5%	\$ 482,970
15	Existing Location Installation (Stage 2)	7%	\$ 676,157
Phase 2 Subtotal		30%	\$ 2,897,819
16	LPR Testing	1%	\$ 96,594
17	CID Testing	1%	\$ 96,594
18	AVM Testing	1%	\$ 96,594
19	Reader/Antenna Testing	1%	\$ 96,594
20	GTMS Application Testing	2%	\$ 193,188
21	TMS Application Testing	2%	\$ 193,188
22	GPS Capability Testing	1%	\$ 96,594
23	GTMS/TMS Web Portal Testing	1%	\$ 96,594
24	System Acceptance	20%	\$ 1,931,871
Phase 3 Subtotal		30%	\$ 2,897,811
Total		100%	\$ 9,659,390