

First Amendment
to Agreement between the City and County of San Francisco
and NextBus, Inc.
for Software and Equipment Maintenance Services
for the San Francisco Municipal Transportation Agency's
Automatic Vehicle Location System
Contract No. SFMTA 2013-30

This First Amendment to Agreement is made this 9th day of January, 2014, in the City and County of San Francisco, State of California, by and between: NextBus, Inc., (Contractor) and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- A. On July 16, 2013, the SFMTA Board of Directors adopted Resolution No. 13-180, which authorized the Executive Director/CEO to execute Contract No. SFMTA 2013-30, Software and Equipment Maintenance Services for the San Francisco Municipal Transportation Agency's Automatic Vehicle Location System ("Maintenance Agreement"), with Contractor for an amount not to exceed \$1,972,555 per year with an initial term of one year and the option for three additional one-year extensions, for a total amount not to exceed \$7,890,220.
- B. The services and equipment that Contractor must provide are described in Appendix A to the Maintenance Agreement. In the Maintenance Agreement, the parties included authorization for Contractor to provide additional services and equipment, including but not limited to additional equipment and services to support upgrades to the Advanced Train Control System and additional installations of and improvements to passenger information signs. Negotiated prices for equipment hourly rates for services are also set out in the Maintenance Agreement. Those services were authorized, described and priced in the Maintenance Agreement, but funding was not available when the agreement was approved.
- C. The SFMTA requires the additional equipment and services described in this Maintenance Agreement, and the Contractor wishes to provide same. The parties have therefore agreed to amend the Maintenance Agreement to provide funds to compensate Contractor for the additional equipment and services.

Now, **THEREFORE**, the parties agree to amend the Maintenance Agreement as follows:

1. Contract Value.

The Contract Amount stated in Section 5 (Compensation) of the Maintenance Agreement is increased Eight Hundred Thousand Dollars (\$800,000), so that the total amended (not-to-exceed) contract amount is Eight Million Six Hundred Ninety Thousand Two-Hundred Twenty Dollars (\$8,690,220). Said increase is apportioned equally over each of the four years of the term of the Maintenance Agreement (Base Year and three one-year optional extensions), so that the SFMTA may procure additional equipment and services from Contractor in an amount not to exceed \$200,000 per year. (Said \$200,000 is not guaranteed to Contractor, but is a not-to-exceed budgeted amount for payment of additional services and equipment actually provided by Contractor to the SFMTA.)

2. Additional Equipment and Services.

Contractor shall provide additional equipment and services to support the following improvements to the AVLS:

- a. Additional passenger information signs at transit stops and vehicle trackers for fleet expansion.
- b. AVLS software upgrades to support improvements the SFMTA is making to the user interface (SMC) for the Advanced Train Control System (ATCS).
- c. AVLS software upgrades and equipment for new platform passenger information signs.
- d. Other services as needed.

The SFMTA will procure and the Contractor shall provide additional equipment and services as provided in the Maintenance Agreement at Appendix A, Article 3. Following successful implementation of the additional equipment and software upgrades described above, Contractor shall provide maintenance services to that equipment and software in the same manner it provides maintenance services to all other equipment and software covered under the Maintenance Agreement.

3. Compensation/Prices.

The SFMTA will compensate Contractor for the additional equipment and services requested at the unit prices and hourly service rates set out in the Maintenance Agreement. See Maintenance Agreement, Appendix A, section 3.4.2 (equipment unit prices), Appendix B (hourly service rates).

4. Limited Amendment.

Other than the provisions specifically referenced above, no other provisions of the Maintenance Agreement or the respective rights and obligations of the parties thereunder are modified by this amendment.

5. Approval by Counterparts.

This First Amendment to the Maintenance Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and either of the Parties may execute this First Amendment by signing any such counterpart. Delivery of a signed counterpart may be completed by the Party concerned transmitting to the other Party a facsimile or electronic copy. A Party delivering any executed counterpart of this First Amendment herein shall confirm execution by delivering by first class mail or courier an original of such executed counterpart to the other Party.

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

CITY	CONTRACTOR
<p>San Francisco Municipal Transportation Agency</p> <p> _____ Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  12-13-13 _____ Robert K. Stone Deputy City Attorney</p>	<p>NextBus, Inc.</p> <p>By signing this Agreement, I certify that NextBus, Inc. complies with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>As a representative of NextBus, Inc., I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p> _____ William Chan General Manager 5900 Hollis Street, Suite X Emeryville, CA 94608 City Vendor Number: 74925</p>