

**FIFTH AMENDMENT TO THE AGREEMENT FOR THE
PURCHASE AND INSTALLATION OF A PUBLIC ADDRESS SYSTEM
FOR NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
BETWEEN
THE CITY OF SAN JOSE
AND
SIGNATURE TECHNOLOGIES, INC. DBA COM-NET SOFTWARE**

This Fifth Amendment to the Agreement for a Public Address System by and between the City of San José, a municipal corporation (hereinafter "City"), and Signature Technologies, Inc., an Ohio corporation, doing business as Com-Net Software (hereinafter "Contractor" or "Com-Net"), is entered into on the date of execution by City ("Effective Date"). Each of City and Contractor are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on March 4, 2008, City and Contractor entered into an agreement entitled "Agreement for the Purchase and Installation of a Public Address System for Norman Y. Mineta San José International Airport Between the City of San José and Signature Technologies, Inc. dba Com-Net Software" ("Agreement"); and

WHEREAS, on September 30, 2009, City and Contractor entered into a First Amendment to the Agreement to add components and related installation costs to complete Terminal A+, Terminal A, Baggage Claim area, Terminal A, Airside Expansion Area and architectural changes to Terminal B, and make other changes to Scope of Services, Compensation, and Operation and Maintenance Services; and

WHEREAS, from June 2009 through October 2010, City and Contractor entered into eight different Change Orders to modify the Agreement by adding licenses, components and related professional services, installation and to increase the compensation by a total amount of \$394,963; and

WHEREAS, on August 3, 2011, City and Contractor entered into a Second Amendment to the Agreement to add the integrated system to the Federal Inspection Services (FIS) Building/International Terminal and make other changes to the Scope of Services, Compensation and Operation and Maintenance Services; and

WHEREAS, between June 28, 2010 and April 16, 2013, City executed four one-year options to extend the Agreement through July 14, 2014; and

WHEREAS, on June 3, 2014, City and Contractor entered into a Third Amendment to the Agreement to extend the term by up to five additional one-year options to extend the Agreement (from four to nine options) for ongoing support and maintenance, consolidate and reset the various terminals' maintenance options that were staggered due to phased implementations to be coterminous, and make changes to the Support and Maintenance compensation; and

WHEREAS, on September 18, 2015, City and Contractor entered into a Fourth Amendment to the Agreement to purchase, install, and provide ongoing services for hardware, software, and peripherals to replace and upgrade obsolete components of the Public Address System, and update and revise the Support and Maintenance compensation for current and remaining future option years; and

WHEREAS, between June 6, 2014 and May 11, 2017, City executed four one-year options to extend the Agreement through July 14, 2018; and

WHEREAS, City and Contractor now wish to further amend the amended Agreement to expand the Public Address System to Gate 7a in Terminal A+ (Phase 1) and to increase the total compensation by an amount not to exceed \$42,672 including all software, hardware, professional services, maintenance, support, and sales tax;

NOW THEREFORE, the parties agree to further amend the amended Agreement as follows:

1. Section 3 entitled "Compensation" is hereby amended to read as set forth below:

"The Total Contract Price in U.S. dollars shall not exceed Four Million, Three Hundred Thousand, Seven Hundred Forty-Nine Dollars (\$4,300,749) ("Maximum Compensation") as per the agreed-to Scope of Services as revised in amendments to Exhibit A, and change orders. The terms, rate and schedule of payment are set forth in the attached Thirteenth Revised Exhibit B, entitled "Compensation", as amended. Contractor will submit to City invoices that include a breakdown of services provided for the corresponding milestone in accordance to attached Thirteenth Revised Exhibit B, entitled "Compensation", as amended. City will make payment to Contractor within thirty (30) days after the receipt and approval of each invoice."

2. Exhibit A, "Scope of Services" is hereby amended to add Section 34, "Public Address System Expansion to Gate 7a in Terminal A+" as set forth in Addendum 4 to Exhibit A, "Scope of Services" attached hereto and incorporated herein.
3. Twelfth Revised Exhibit B, entitled "Compensation" as amended in the Fourth Amendment executed on September 18, 2015, is hereby amended and replaced in its entirety with Thirteenth Revised Exhibit B, and is attached hereto and incorporated herein.
4. All of the terms and conditions of the original Agreement, First, Second, Third, and Fourth Amendments; Change Orders #1 through #8 not expressly modified by this Fifth Amendment shall remain unchanged and in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names below.

APPROVED AS TO FORM:



Rosa Tsongtaarii
Senior Deputy City Attorney

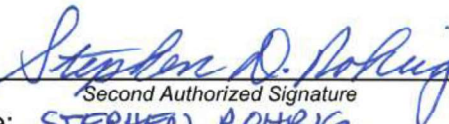
City of San José ("City")
a municipal corporation

By _____
Name: Mark Giovannetti
Title: Deputy Director, Finance
Date: _____

Signature Technologies, Inc. ("Contractor")
(dba Com-Net Software, Inc.)
an Ohio corporation

1. By 

First Authorized Signature
Name: CHAD TIMMS
Title: PRESIDENT
Date: _____

2. By 

Second Authorized Signature
Name: STEPHEN ROHRIG
Title: ASSISTANT TREASURER
Date: 11/16/2017

Addendum #4 to Exhibit A – Scope of Services
Public Address System Expansion to Gate 7a in Terminal A+ (Phase 1)

1. GENERAL

Contractor completed installation of a Public Address System (“PAS” or “System”) in Terminal A, Terminal A+, Terminal B, the North Concourse, and the Federal Inspection Services (FIS) Building / International Terminal. The scope of work under this Agreement is being expanded to include the purchase, installation, and ongoing maintenance services of hardware, software and peripherals to provide Public Addressing / paging functionality for additional passenger gate areas in the Terminal A+ area. These areas are known as Gate 7a.

This Addendum #4 sets forth the additional scope of services to the Agreement. The additional Scope of Services herein includes all Software, Hardware, Peripherals, Labor, and professional services including project management, software and hardware installation and testing required to complete the scope of services.

2. PROJECT OVERVIEW

- 2.1. Contractor shall provide, install, test, document and City shall accept the hardware and software components that will be required to expand the existing Public Address System to Gate 7a that is in the process of construction in Terminal A+ of the Airport.
- 2.2. Contractor shall provide all professional services required for a successful implementation of the system expansion, including but not limited to project management, software engineering, software integration, hardware installation and testing.
- 2.3. The primary objective of this expansion project is to provide Public Addressing / Paging functionality in new passenger gate areas (Gate 7a) in Terminal A+ of the Airport.
 - 2.3.1. Install, interconnect, configure, and commission a new amplifier, failover unit, and backup amplifier to support the Public Addressing expansion to Gate 7a.
 - 2.3.2. Install 13 speakers, 1 ambient, and 2 paging stations to support the Public Addressing expansion to Gate 7a.

3. CITY RESPONSIBILITIES

- 3.1. The City will provide technical and business staff and project management expertise in support of the expansion project.
- 3.2. The City will provide one dedicated Project Manager.
- 3.3. The City will perform Final Acceptance Testing, as described in Section 13 of this Fifth Amendment.
- 3.4. The City will be responsible for attending all administration and end-user training sessions, as defined in Project Plan.

4. CONTRACTOR RESPONSIBILITIES

- 4.1. Contractor shall provide an experienced project team with a Project Manager, Software Integrator and other key experienced personnel to complete all tasks and activities for the PAS Expansion project to Gate 7a.
- 4.2. Contractor must obtain City's prior approval before changing the key personnel and/or changing his/her responsibilities.
- 4.3. The Contractor's Project Manager will develop and maintain a Project Management Plan, which will incorporate all project related plans to carry out any required tasks for Scope Management, Time Management, Cost Management, Quality Management, Communications Management, Risk Management and Stakeholder Management.
- 4.4. Contractor shall submit periodic verbal or summary email reports on project status at a minimum of twice a month. Additionally, Contractor shall participate in project status meetings as requested by the City.
- 4.5. Contractor shall notify the City of any issues, risks, or identifiable test results that will jeopardize the project timeline.
- 4.6. Contractor will conduct a kick-off meeting to present a preliminary implementation plan and schedule and identify implementation risks and introduce the project team.
- 4.7. Contractor will test the following Interfaces and Integrations with the Com-Net System, to ensure the expansion work does not adversely impact these critical interfaces.
 - 4.7.1. AirIT / Amadeus System
 - 4.7.2. Paging Kiosks
 - 4.7.3. Fire alarms; Contractor should coordinate with the Fire Marshal as appropriate.
- 4.8. Contractor will be responsible for procuring hardware for the project.
- 4.9. Contractor will be responsible for providing as-built drawings and documentation.
- 4.10. Contractor will coordinate Airport badging and pre-mobilization training.
- 4.11. Contractor will prepare detailed project plans, schedules, and approach documents for conversion, integration, testing and deployment.
- 4.12. Contractor shall perform all systems integration, design, installation, training, inspection, testing, system commissioning, and shall provide all product and services required in order to ensure full operation and proper installation of the software and hardware for the expansion components of the Paging System.
- 4.13. The Contactor shall provide all submittals for hardware to the City as appropriate.
- 4.14. The Contractor shall adhere to the Project Timeline requirements as mutually agreed to in the project plan.

4.15. The Contractor will adhere to the maintenance windows and black-out periods set by the City for all installation work. Specifically, all work that impacts the production Paging system must be approved by Airport Operations prior to start of work.

5. SOFTWARE, HARDWARE, AND PERIPHERALS

5.1. Contractor shall procure, configure, ship and install the below software and hardware components for the Paging System Expansion.

5.1.1. Software List

| Software | Qty |
|------------------------------|------------|
| AirportVoice Input Licenses | 6 |
| AirportVoice Output Licenses | 2 |

5.1.2. Hardware & Peripherals List

| Hardware & Peripherals | Qty |
|-----------------------------------------------------------------|------------|
| Crown 2x600w Amplifier (PN# DC12600N) | 2 |
| Full Function paging stations | 2 |
| Crown Amplifier Failover and Monitoring Unit (PN# CT16S) | 1 |
| 4" Ceiling Speakers – 13 Phase 1, 12 Phase 2 (PN# JBL 24C / CT) | 13 |
| Misc Cabling | TBD |
| Ambient Sensor (PZM 11) | 1 |

5.2. Hardware and software installation, integration activities:

- 5.2.1. Racking and interconnect of provided hardware
- 5.2.2. Installation of Paging stations
- 5.2.3. Configuration of new paging stations within the existing AirportVoice system
- 5.2.4. Configuration of ambient noise sensors within the existing AirportVoice system
- 5.2.5. Configuration of new speaker zones with the existing AirportVoice system
- 5.2.6. System Leveling.

6. PROJECT MANAGEMENT

6.1. General

- 6.1.1. Contractor shall take responsibility for providing project management services for the PAS System Expansion.
- 6.1.2. Contractor shall provide a Project Manager who is responsible for the day-to-day management of the project. Project Management duties can be performed remotely.
- 6.1.3. Upon execution of this Fifth Amendment, Contractor shall schedule a project kickoff meeting and work with the City Project Manager to develop a detailed project schedule.

- 6.1.4. Any addition to scope may increase the project timeline. Both the Contractor and City Project Managers will evaluate the impact to the Project schedule if a change order is requested and approved.
- 6.1.5. City and Contractor Project Managers will jointly coordinate day-to-day execution of the Project Schedule. City and Contractor Project Managers will collaboratively manage project scope, budgets, issues, risks, communications and Change Orders.

6.2. Project Planning

- 6.2.1. Project Schedule – Contractor shall maintain a detailed project schedule. The schedule shall include all task and responsibilities of the project.
- 6.2.2. Issue Management – Contractor shall track all project issues using an issue-tracking process. The issue tracking process shall facilitate documentation of the following:
 - Issue description
 - Issue priority
 - Issue status (e.g. open, pending, under investigation, resolved)
 - Plan for resolution
 - Individual responsible for resolution
 - Targeted and actual resolution dates
 - Resolution action.
- 6.2.3. Testing – Contractor shall coordinate a joint effort with the City to document the overall testing approach for the various interfaces and integrations as appropriate.

6.3. Project Communication

- 6.3.1. Contractor's Project Manager shall prepare and submit bi-weekly project management status reports. Additionally, Contractor's Project Manager shall participate in project status meetings as requested by the City Project Manager.
- 6.3.2. Bi-weekly project management status reports shall address the overall project status with respect to the project work plan and shall provide progress information on all completed, ongoing and planned project activities, deliverable status and the next period's schedule for review and proposed changes to the project work plan. These reports shall summarize any outstanding project issues or obstacles and detail any proposed deviations from planned activities, schedules, budgets, or staffing.
- 6.3.3. Each bi-weekly project management status report shall have a current project schedule attached that incorporates planned and actual start and end dates, percentage complete, dependencies and critical items.

7. IMPLEMENTATION AND DELIVERABLES

The implementation of the Public Address System Gate 7a expansion shall be conducted in a manner that should minimize any disruption of normal airport operations.

7.1. Project Launch/Project Initiation

7.1.1. Contractor shall schedule a project kickoff meeting and an onsite walkthrough (as necessary) with the Airport to develop a detailed project schedule and plan.

7.1.2. Deliverables

- Hardware Delivery to City
- Hardware Installation at City Site
- Software Configuration, Interface, and Testing
- Project Schedule
- Project Plan documents

7.2. Hardware & Software Installation and Configuration

7.2.1. Install, interconnect, configure, and commission a new amplifier, failover unit, and backup amplifier to support the Public Addressing expansion to Gate 7a.

7.2.2. Install 2 paging stations to support the Public Addressing expansion to Gate 7a. Coordinate with City teams on the installation of ceiling speakers and speaker cabling.

7.2.3. Integration and configuration of hardware / software:

- Racking and interconnect of provided hardware
- Configuration of new paging stations within the existing AirportVoice system
- Configuration of ambient noise sensors within the existing AirportVoice system
- Configuration of new speaker zones with the existing AirportVoice system
- System Leveling.

7.3. System Implementation

7.3.1. Upon successful installation and configuration of the hardware and software for the expansion at Gate 7a, Contractor shall complete the overall implementation and commissioning of the system.

7.3.2. Verifying proper operation of the overall Public Addressing system at Gate 7a.

7.3.3. Verify proper operation of the Public Addressing system and interface with the AirtT / Amadeus systems, and ensure the expansion work did not adversely impact the proper functioning of this critical interface.

7.3.4. Verify proper operation of the Public Addressing system and interface with the Fire Alarm system, and ensure the expansion work did not adversely impact the proper functioning of this critical interface.

8. SYSTEM ACCEPTANCE & GO-LIVE

- 8.1. Contractor shall complete all tasks and testing prior to rolling into production for the Go-Live date.
- 8.2. Upon City approval to proceed with Cut-over to production, conduct Go Live transition (cutover) to production environment in coordination with City.
- 8.3. Post Go-Live Activities
 - 8.3.1. Contractor will assist the City throughout the post live implementation phase to identify and respond to any needs and concerns.
 - 8.3.2. During the Post Go Live period, Contractor will provide a combination of remote and online support (as appropriate) to ensure a smooth transition to support.

9. PROJECT TIMELINE

- 9.1. The implementation of the Public Address System Expansion at Gate 7a shall be conducted in manner that should minimize any disruption of normal airport operations.
- 9.2. Contractor shall only make changes to the System's production environment during the normal maintenance window, Monday – Sunday from midnight to 4am. PAS System cutover may only occur during this maintenance window.
- 9.3. Contractor's Project Manager will establish an overall project timeline / schedule after coordination with the City project manager.

10. NEW EQUIPMENT & HARDWARE and SOFTWARE WARRANTY

The hardware components of the expansion work includes a one-year manufacturer warranty. After the initial warranty period, the new equipment will be added to the existing maintenance agreement between the Contractor and the City. Software warranty (against defects in programming) will be governed by the existing maintenance agreement between the Contractor and the City.

11. MAINTENANCE & SUPPORT

The new components of the PAS system (in support of the expansion work) will be provided the same maintenance and support services by the Contractor as that for the current PAS system components at the Airport.

12. SUBMITTALS

- 12.1. The contractor shall provide submittals for hardware provided for this expansion.
- 12.2. The contractor shall provide as-built drawings.

13. FINAL SYSTEM ACCEPTANCE

13.1. Final Acceptance Process

- 13.1.1. The method for indicating acceptance or rejection of a deliverable shall be a completed Project Milestone Acceptance Form that indicates acceptance or rejection and is signed by the City Approver.
- 13.1.2. The City Approver will accept or reject the Deliverable within ten (10) business days from the receipt of the Project Milestone Acceptance Form.
- 13.1.3. If City Approver does not accept or reject the deliverable within ten (10) business days from the receipt of the Milestone Acceptance Form and does not communicate a timeframe in which a decision will be made:
- 13.1.4. The acceptance/rejection decision will be logged, tracked and escalated as a project issue.
- 13.1.5. Work will progress to maintain the established project schedule, with the understanding that any work dependent upon a rejected deliverable or service is at risk of rework.
- 13.1.6. Acknowledgement of receipt of deliverable shall be confirmed by email back to the City Project Manager.

13.2. Final Acceptance Criteria

- 13.2.1. Final System Acceptance. After City is satisfied with all test results and all previously identified issues are resolved, the City will proceed with execution of the Final System Acceptance Certificate.
- 13.2.2. The 1-year equipment and hardware warranty period shall commence upon Go-Live.

Thirteenth Revised Exhibit B - Compensation

This amended and restated Thirteenth Revised Exhibit B supersedes and replaces the Twelfth Revised Exhibit B as amended in the Fourth Amendment executed on September 18, 2015.

1. PAYMENTS AND MAXIMUM COMPENSATION

All Payments are based upon City's acceptance of Contractor's performance of the Phase as evidenced by successful completion of the Deliverables for that Phase. Progress payments shall be allowed based on successful completion of subtasks included in a Project Phase. For example, prior to submitting an invoice for Phase 1, the Contractor must deliver and have accepted by the City some combination of tasks 101 - 112 included in the milestone (reference Exhibit A, Section 30.2). Relative values for the purpose of interim progress payments must be agreed to by both Contractor and City representatives.

The maximum amount of compensation to be paid to Contractor, including both payment for professional services and reimbursable expenses, shall not exceed, Four Million, Three Hundred Thousand, Seven Hundred Forty-Nine Dollars (\$4,300,749) including all applicable sales taxes. Any hours worked or additional hardware provided for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City unless approved through the Contract Change Control Procedure.

2. COMPENSATION SUMMARY

| Project Description | Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1) North Concourse (Including Sales Tax), see Table 1 | \$524,103.00 |
| 2) Terminal A* (Including Sales Tax), see Table 2 | \$768,282.52 |
| 3) Terminal A+ (Including Sales Tax), see Table 3 | \$335,807.10 |
| 4) Terminal B (Including Sales Tax), see Table 4 | \$574,026.22 |
| 5) Project Acceptance (including CO #7&8), see Table 5 | \$194,012.76 |
| 6) Software Development for Kiosks, see Table 6 | \$275,000.00 |
| 7) Federal Inspection Services (FIS) Building/International Terminal, see Table 7 | \$50,438.00 |
| 8) PAS Upgrade Project (Fourth Amendment), see Table 8 | \$575,643.53 |
| 9) Expansion Phase 1: Gate7a/Terminal A+ (Fifth Amendment), See Table 9 | \$40,455.86 |
| Project Total | \$3,337,768.99 |
| Support and Maintenance | Price |
| Support and Maintenance Years 2-5 (Fourth Amendment), see Table 10 (Revised Table 10 reflects actual options exercised from 7/15/10 - 7/14/14 only) | \$353,805.30 |
| Support and Maintenance Reset: Years 1-5 (Fourth Amendment), see Table 11 Support and Maintenance Revised: (Fifth Amendment, Expansion Ph1, Gate 7a) Includes Incremental Annual Maintenance for Option 4 and Option 5 (\$1,108/yr x 2) | \$609,173.10 |
| Support and Maintenance Total | \$962,978.40 |
| Grand Total | \$4,300,747.39 |
| Contingency | |
| Contingency approved for Change Orders. Change Orders 1-8 executed (and captured in project price breakdowns). The current balance remaining is \$35,597.71. | \$430,560.00 |

* includes 'Airport Expansion' and 'Baggage Claim'

2.1. North Concourse (see Table 1 below)

Table 1

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Detailed project schedule | City Acceptance of Final Project Plan | 5% | \$28,161.00 |
| Phase One | Completion and Acceptance by City of all Phase One Deliverables (reference Exhibit A, Section 30.2, items 101-112) | 11% | \$56,322.00 |
| Phase Two | Completion and Acceptance by City of all deliverables in Phase 2 (reference Exhibit A, Section 30.3, items 201-205) | 48% | \$253,452.00 |
| Phase Three | Completion and Acceptance by City of all Phase Three Deliverables (reference Exhibit A, Section 30.3, item 301-311), includes Change Order #001. | 19% | \$98,167.40 |
| Phase Four | USB Cobra Net Devices (Change Order #003) | 17% | \$3,515.60 |
| | Completion and Acceptance by City of Total System Endurance Testing and training (reference Exhibit A, Section 30.4 items 401- 407) Commence warranty, maintenance and support for North Concourse. | | \$84,485.00 |
| North Concourse Subtotal | | 100% | \$524,103.00 |

2.2. Terminal A (see Table 2 below)

Table 2

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Detailed project schedule | City Acceptance of Final Project Plan | 3% | \$22,048.00 |
| Phase One | Completion and Acceptance by City of all Phase One Deliverables (reference Exhibit A, Section 30.2, items 101-112) | 6% | \$44,096.00 |
| Phase Two | Completion and Acceptance by City of all deliverables in Phase 2 (reference Exhibit A, Section 30.3, items 201-205) | 59% | \$198,432.00 |
| | Completion and acceptance by City of all deliverables in Change Order #002 | | \$210,015.24 |
| | Amendment# 1 Completion and Acceptance of all deliverables in Exhibit A, Section 31 | | \$43,271.36 |
| Phase Three | Completion and Acceptance by City of all Phase Three Deliverables (reference Exhibit A, Section 30.3, item 301-311, including Change Orders #001 and #004) | 23% | \$164,376.63 |
| | Completion and acceptance by City of all deliverables in Change Order #006 | | \$19,898.29 |
| Phase Four | Completion and Acceptance by City of Total System Endurance Testing and training (reference Exhibit A, Section 30.4 items 401- 407) Commence warranty, maintenance and support for Terminal A. | 9% | \$66,145.00 |
| Terminal A Subtotal | | 100% | \$768,282.52 |

2.3. Terminal A+ (see Table 3 below)

Table 3

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Phase One | Completion and Acceptance by City of all deliverables in Phase 2 (reference Exhibit A, Section 30.3, items 201-205) | 50% | 167,903.55 |
| Phase Two | Completion and Acceptance by City of all Phase Three Deliverables (reference Exhibit A, Section 30.3, item 301-311) | 33% | 111,935.70 |
| Phase Three | Completion and Acceptance by City of Total System Endurance Testing and training (reference Exhibit A, Section 30.4 items 401- 407) Amendment# 1 Completion and Acceptance of all deliverables in Exhibit A, Section 31. Commence warranty, maintenance and support for Terminal A+. | 17% | 55,967.85 |
| Terminal A+ Subtotal | | 100% | \$335,807.10 |

2.4. Terminal B (see Table 4 below)

Table 4

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Detailed project schedule | City Acceptance of Final Project Plan | 3% | \$18,681.00 |
| Phase One | Completion and Acceptance by City of all Phase One Deliverables (reference Exhibit A, Section 30.2, items 101-12) | 7% | \$37,361.00 |
| Phase Two | Completion and Acceptance by City of all deliverables in Phase 2 (reference Exhibit A, Section 30.3, items 201-205) | 68% | \$168,127.00 |
| | Amendment# 1 Completion and Acceptance of all deliverables in Exhibit A, Section 31. | | \$182,181.08 |
| | Completion and acceptance by City of all deliverables in Change Order #005 | | \$38,550.84 |
| Phase Three | Completion and Acceptance by City of all Phase Three Deliverables (reference Exhibit A, Section 30.3, item 301-311) | 12% | \$56,043.00 |
| | Completion and acceptance by City of all deliverables in Change Order #006 | | \$17,039.30 |
| Phase Four | Completion and Acceptance by City of Total System Endurance Testing and training (reference Exhibit A, Section 30.4 items 401- 407) and revised Exhibit A, section 2.4. Commence warranty, maintenance and support for Terminal B. | 10% | \$56,043.00 |
| Terminal B Subtotal | | 100% | \$574,026.22 |

2.5. Project Acceptance (see Table 5 below)

Table 5

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Final Acceptance | Completion by City's Acceptance of Final Acceptance Testing and System Close-Out of North Concourse, Terminal A, Terminal A+ and Terminal B | | \$199,983.77 |
| | Completion and acceptance by City of all deliverables in Change Order #007 | | \$9,780.00 |
| | Change Order #008 : Hardware and professional services removed as scope has been reduced in Change Order #002 | | (\$15,751.01) |
| Final Acceptance Subtotal (Net) | | 100% | \$194,012.76 |

2.6. Courtesy Message Kiosk (see Table 6 below)

Table 6

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Phase One | Delivery of Design Specifications, FAT Plan Approval, and FAT Acceptance Test | 50% | \$137,500.00 |
| Phase Two | SAT Plan Approval and SAT Acceptance Test Final Payment upon Completion of Testing and Acceptance by City for Kiosk Software Development | 50% | \$137,500.00 |
| Kiosk Software Development Subtotal | | 100% | \$275,000.00 |

2.7. Federal Inspections Services Building (FIS/International Terminal) (see Table 7 below)

Table 7

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|-------------------|-----------------------------------------------------------------------------------------------------------|-------------|--------------------|
| Phase One and Two | Completion and Acceptance by City of all Phase One and Phase Two Deliverables | 50% | \$25,219.00 |
| Phase Three | SAT Plan Approval and SAT Acceptance Test Final Payment upon Completion of Testing and Acceptance by City | 50% | \$25,219.00 |
| Total | | 100% | \$50,438.00 |

2.8. PAS Upgrade Project (Fourth Amendment) (see Table 8 below)

Table 8

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Phase One | Hardware Delivery and Installation at Airport, On-Site Interface Connection and Testing, Training, Phase 1 System Cutover | 50% | \$287,821.76 |
| Phase Two | Phase 2 System Cutover, Final Configuration-System Wide, Project Close-Out | 50% | \$287,821.76 |
| PAS Upgrade Project Total | | 100% | \$575,643.53 |

2.5. Project Acceptance (see Table 5 below)

Table 5

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Final Acceptance | Completion by City's Acceptance of Final Acceptance Testing and System Close-Out of North Concourse, Terminal A, Terminal A+ and Terminal B | | \$199,983.77 |
| | Completion and acceptance by City of all deliverables in Change Order #007 | | \$9,780.00 |
| | Change Order #008 : Hardware and professional services removed as scope has been reduced in Change Order #002 | | (\$15,751.01) |
| Final Acceptance Subtotal (Net) | | 100% | \$194,012.76 |

2.6. Courtesy Message Kiosk (see Table 6 below)

Table 6

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Phase One | Delivery of Design Specifications, FAT Plan Approval, and FAT Acceptance Test | 50% | \$137,500.00 |
| Phase Two | SAT Plan Approval and SAT Acceptance Test Final Payment upon Completion of Testing and Acceptance by City for Kiosk Software Development | 50% | \$137,500.00 |
| Kiosk Software Development Subtotal | | 100% | \$275,000.00 |

2.7. Federal Inspections Services Building (FIS/International Terminal) (see Table 7 below)

Table 7

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|-------------------|-----------------------------------------------------------------------------------------------------------|-------------|--------------------|
| Phase One and Two | Completion and Acceptance by City of all Phase One and Phase Two Deliverables | 50% | \$25,219.00 |
| Phase Three | SAT Plan Approval and SAT Acceptance Test Final Payment upon Completion of Testing and Acceptance by City | 50% | \$25,219.00 |
| Total | | 100% | \$50,438.00 |

2.8. PAS Upgrade Project (Fourth Amendment) (see Table 8 below)

Table 8

| Phase of Project | Deliverable or Milestone | % of Total | Amount |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| Phase One | Hardware Delivery and Installation at Airport, On-Site Interface Connection and Testing, Training, Phase 1 System Cutover | 50% | \$287,821.76 |
| Phase Two | Phase 2 System Cutover, Final Configuration-System Wide, Project Close-Out | 50% | \$287,821.76 |
| PAS Upgrade Project Total | | 100% | \$575,643.53 |

2.9.Expansion Phase 1: Gate7a/Terminal A+ (Fifth Amendment) (see Table 9 below)

Table 9

| Task | Deliverable or Milestone | % of Total | Amount |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------|
| Installation | Hardware Delivery and Installation at Airport, On-Site Interface Connection and Testing, Training, Phase 1 System Cutover | 50% | \$19,678.96 |
| Final Acceptance | System Cutover, Final Configuration-System Wide, Project Close-Out Taxes at 9.25% | 50% | \$19,678.95 \$1,097,95 |
| Expansion Phase 1: Gate 7a/Terminal A+ Project Total | | 100% | \$40,455.86 |

3. SUPPORT AND MAINTENANCE (Amendment #2, subsequently amended in Amendments #3 & 4)

Support and Maintenance of the system for years two through five shall be exercised as options at the sole discretion of the City on an annual basis per the following compensation schedule:

Table 10

| Location | North Concourse | Terminal A | Terminal B | FIS/International Terminal | Total (Options exercised from 7/15/10 -7/14/14) |
|----------------------------------------------------------------|-----------------------------------------------------|------------------------------------|-----------------------------------|----------------------------------|-------------------------------------------------|
| Year 1 | Included as part of System 's twelve month warranty | | | | |
| Option 1 (Year 2) | \$39,234.00 *7/15/10 – 7/14/11 | \$35,532.55 *7/15/11 – 7/14/12 | \$26,090.55 *7/15/11 – 7/14/12 | \$6,000.00 *7/15/12 – 7/14/13 | \$106,857.10 |
| Option 2 (Year 3) | \$39,234.00 *7/15/11 – 7/14/12 | \$35,532.55 *7/15/12 – 7/14/13 | \$26,090.55 *7/15/12 – 7/14/13 | \$6,000.00 *7/15/13 – 7/14/14 | \$106,857.10 |
| Option 3 (Year 4) | \$39,234.00 *7/15/12 – 7/14/13 | \$ 35,532.55 *7/15/13 – 7/14/14 | \$26,090.55 *7/15/13 – 7/14/14 | \$6,000.00 | \$ 100,857.10 |
| Option 4 (Year 5) | \$39,234.00 *7/15/13 – 7/14/14 | \$ -35,532.55 | \$26,090.55 | \$6,000.00 | \$ 39,234.00 |
| Total (Options exercised from 7/15/10 -7/14/14 only) | \$156,936.00 | \$106,597.65 | \$ 78,271.65 | \$12,000.00 | \$353,805.30 |

* Options exercised through 7/14/14
For options effective July 15, 2014, the rates shall be pursuant to Section 4 below.

4. REVISED/RESET SUPPORT AND MAINTENANCE (Amendment #3, subsequently amended in Amendments #4 & 5)

Pursuant to Section 2.2 entitled Maintenance Options as amended in the Third Amendment, City reserves the right to renew the on-going Support and Maintenance for five additional one-year terms based on the following re-set options ("Option Periods").

- 4.1. The rates for Reset Option Years 1 – 2, (7/15/14-7/14/16) shall be renewed at the rates as agreed upon in the Third Amendment and as listed in Table 11 below.
- 4.2. The rates for Reset Option Year 3 (7/15/16-7/14/17) shall be renewed at the rates as agreed upon in the Fourth Amendment and as listed in Table 11 below.
- 4.3. The rates for Reset Option Years 4 - 5, (7/15/17-7/14/19) shall be renewed at the rates as agreed upon in this Fifth Amendment as listed in Table 11 below.

Table 11: Payment Schedule (re-set options and revised rates)

| Terminal | Option 1 | | *Option 2 | **Option 3 | **Option 4 | **Option 5 | TOTAL |
|----------------------------------|----------|-----------------------------------------------------|-------------------------------------------------|------------------|---------------------|---------------------|---------------------|
| | From | 7/15/14 | 7/15/15 | 7/15/16 | 7/15/17 | 7/15/18 | |
| | Thru | 7/14/15 | 7/14/16 | 7/14/17 | 7/14/18 | 7/14/19 | |
| North Concourse | | \$39,234.00 <small>(new option)</small> | \$42,000 | \$38,000 | \$38,000 | \$38,000 | \$195,234.00 |
| Terminal A | | \$35,532.55 <small>(previously Option 4)</small> | \$36,000 | \$32,000 | \$32,000 | \$32,000 | \$167,532.55 |
| Terminal A+ Expansion Gate 7a | | | \$12,000 | \$11,000 | \$11,000 \$1,108 | \$11,000 \$1,108 | \$47,216.00 |
| Terminal B | | \$26,090.55 <small>(previously Option 4)</small> | \$45,000 | \$33,700 | \$33,700 | \$33,700 | \$172,190.55 |
| FIS/International | | \$6,000.00 <small>(previously Option 3)</small> | \$6,000 <small>(previously Option 4)</small> | \$5,000 | \$5,000 | \$5,000 | \$27,000.00 |
| Total | | \$106,857.10 | \$141,000 | \$119,700 | \$120,808 | \$120,808 | \$609,173.10 |

* For Option 2, the compensation rates are fixed based on current inventory of hardware/software installed assets, and subject to renegotiations to reduce maintenance costs based on new technology/equipment replacement plan.

**For Option 3-5, the compensation rates are the result of renegotiations to reduce maintenance costs based on new technology/equipment replacement plan from PAS Upgrade Project as described in Amendment #4.

**For Options 4-5, the compensation rates include incremental amount for the Phase 1 Expansion (Gate 7a/Terminal A+).

5. RENEWAL PERIOD COMPENSATION

In the event that the City exercises the option to extend the agreement beyond Option 1, the City reserves the right to extend the term of this Agreement for ongoing support and maintenance services at the rates specified above in Table 11, unless otherwise re-negotiated or re-quoted and agreed in writing between the parties. The Director of Finance is authorized to exercise options on behalf of the City.

6. INVOICING

Contractor shall invoice City each quarter, in advance for each quarter of the annual compensation amount. For example, the invoice amount at the completion of the first quarter for Option 1 shall be $\$39,234.00 \div 4 = \$9,808.50$ for the North Concourse System.