

**SIXTH 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 Sixth 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 and authorized to conduct business in the State of California (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 the 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 the 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 and to increase the compensation by a total amount of \$394,963; and

WHEREAS, on August 3, 2011, City and Contractor entered into the Second Amendment to the Agreement to add the integrated system to the Federal Inspection Services (FIS) Building/International Terminal and to 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 the Third Amendment to the Agreement to add 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 the 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, on December 13, 2017, City and Contractor entered into the Fifth Amendment to the 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; and

WHEREAS, on January 25, 2018, City and Contractor executed Change Order #9 to purchase and configure a Full Function Paging Station for the Frontier Airlines baggage office in Terminal A and to increase the compensation by a total amount of \$3,046.64; and

WHEREAS, on April 9, 2018, City exercised the last available option to extend the Agreement through July 14, 2019; and

WHEREAS, City and Contractor now wish to further amend the amended Agreement to add three additional options (from nine to twelve options) to extend the term of the Agreement as required for ongoing operation, support, and maintenance of the Public Address System and to increase compensation in the amount of \$121,927;

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

1. Section 2.2 entitled “Maintenance Options” is hereby amended to read as set forth below:

2.2 Maintenance Options

City reserves the right to extend the term of the Operation and Maintenance Services as described in Exhibit D for a total of twelve (12) one-year terms (inclusive of the first four options of the Agreement that were reset in the Third Amendment) (“Option Periods”) based on the same terms and conditions as set forth for the Initial Term and at the prices established in the Fifteenth Revised Exhibit B. City shall provide Contractor no less than thirty (30) days’ written notice of its intention to extend the Agreement through an exercise of option prior to the end of the then current term.

2. The Fourteenth Revised Exhibit B, entitled “Compensation,” as amended in Change Order #9 executed on January 25, 2018, is hereby amended and replaced in its entirety with the Fifteenth Revised Exhibit B, attached hereto and incorporated herein.
3. All terms and conditions of the original Agreement, the First, Second, Third, Fourth, and Fifth Amendments, and Change Orders #1 through #9 not expressly modified by this Sixth 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.

City of San José (“City”),
a municipal corporation

By _____
Jennifer Cheng
Deputy Director, Finance
Date: _____

Signature Technologies, Inc. (“Contractor”)
(dba Com-Net Software, Inc.), an Ohio corporation
authorized to conduct business in the State of
California

By _____
Name
Title
Date: _____

APPROVED AS TO FORM:

Rosa Tsongtaatarii
Senior Deputy City Attorney

By _____
Name
Title
Date: _____

FIFTEENTH REVISED EXHIBIT B - COMPENSATION

This amended and restated Fifteenth Revised Exhibit B supersedes and replaces the Fourteenth Revised Exhibit B as amended in Change Order #9 executed on January 25, 2018.

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 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 Three Thousand Seven Hundred Ninety-Four Dollars and Three Cents (\$4,303,794.03), 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	771,329.16
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	\$3,340,815.63
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 and 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	\$4,303,794.03
Contingency	Price
Contingency approved for Change Orders under Amendment #2 for unanticipated changes in System design and/or installation. Change Orders 1-9 executed (and captured in project price breakdowns). The current balance remaining is \$32,551.07.	\$430,560.00
Additional contingency approved for Change Orders under Amendment #5 for the expansion of the System. The current balance is \$30,000.00.	\$30,000.00

* 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
Change Order #9	Completion and Acceptance by the City of all deliverables in Change Order #9		3,046.64
Terminal A Subtotal		100%	\$771,329.16

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

2.9. **Expansion Phase 1: Gate 7a/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	50%	19,678.95
	Taxes at 9.25%		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 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 only)
Year 1	Included as part of the 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	\$156,936.00	\$106,597.65	\$ 78,271.65	\$12,000.00	\$353,805.30
(Options exercised from 7/15/10 -7/14/14 only)					

* 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, and 6)

Pursuant to Section 2.2, entitled Maintenance Options as amended in the Sixth Amendment, City reserves the right to exercise a total of up to twelve (12) options (inclusive of the first four options of the Agreement that were reset in the Third Amendment) to renew ongoing Support and Maintenance ("Option Periods"). See below for further details.

- 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 the Fifth Amendment as listed in Table 11 below.

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

		Option 1	*Option 2	**Option 3	**Option 4	**Option 5	
Terminal	From	7/15/14	7/15/15	7/15/16	7/15/17	7/15/18	TOTAL
	Thru	7/14/15	7/14/16	7/14/17	7/14/18	7/14/19	
North Concourse		\$39,234.00 (new option)	\$42,000	\$38,000	\$38,000	\$38,000	\$195,234.00
Terminal A		35,532.55 (previously Option 4)	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	45,000	33,700	33,700	33,700	172,190.55

		(previously Option 4)					
FIS/International		\$6,000.00 (previously Option 3)	\$6,000 (previously Option 4)	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+).

4.4 Rates for Options beginning 7/15/19 through 7/14/22 shall be renewed at the rates indicated below in Table 12 below.

Table 12: Payment Schedule for options added as of this Sixth Amendment

		Option 6	Option 7	Option 8	
Terminal	From	7/15/19	7/15/20	7/15/21	TOTAL
	Thru	7/14/20	7/14/21	7/14/22	
North Concourse		\$38,000	\$38,000	\$38,000	\$114,000
Terminal A		33,153	33,153	33,153	99,459
Terminal A+ Expansion Gate 7a		11,000	11,000	11,000	33,000
Terminal B		34,774	44,122	44,122	123,018
FIS/International		5,000	5,000	5,000	15,000
Total		\$121,927	\$131,275	\$131,275	\$384,477

5. RENEWAL PERIOD COMPENSATION

In the event that City exercises an option to extend the Agreement for ongoing support and maintenance services, options shall be based on the rates specified above in Section 4, unless otherwise re-negotiated or re-quoted and agreed to in writing between the Parties. The Director of Finance is authorized to exercise options on behalf of City.

6. INVOICING

Contractor shall invoice City quarterly in advance based on the of the annual compensation amount. For example, the invoice amount at the completion of the first quarter of Option 6 (begins 7/15/19) shall be $\$38,000.00 \div 4 = \$9,500$ for the North Concourse System or $\$121,927 \div 4 = \$30,481.75$ for all Terminals.