CHANGE ORDER #3

Pursuant to Section 6.4 of the Agreement for a Transportation Incident Management Center ("TiMC") Event Tracking System ("Agreement") between the City of San José ("City") and Parsons Transportation Group, Inc. ("Contractor"), the Agreement is hereby amended as follows:

1. The following service costs are added to replace the Verizon interface implemented and updated in Change Orders 1 and 2 with the HERE interface as set forth below:

Description	Not-to-Exceed Price
HERE Interface Changes	\$52,322
Total Not-to-Exceed Amount	\$52,322

2. Section 7, "Compensation," is hereby amended to read as set forth below:

7. COMPENSATION

City shall pay Contractor an amount not to exceed **One Million Eight Hundred Fifty-Three Thousand One Hundred Ninety-Nine Dollars (\$1,853,199)** for all goods and services supplied under this Agreement. The terms, rates, and schedule of payment are set forth in the attached Third Revised Exhibit A-4, "Price List", and Third Revised Exhibit B, "Compensation and Payment Schedule." Contractor shall submit to City invoices at the completion of each milestone as outlined in Third Revised Exhibit B, entitled "Compensation and Payment Schedule," with a completed Exhibit B-1, "Milestone/Deliverable Acceptance Form." City will make payments to Contractor within thirty (30) calendar days after the date of approval of each invoice. City will make payments when due in the form of a check, or wire transfer drawn on a U.S. financial institution.

7.1 Non-Funding: Each payment obligation of City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds. If the shortage of funds relates to ongoing payments such as subscription services or support, Contractor reserves the right to terminate the Agreement with 30 days' notice as payment of subscription services and support is a requirement of being able to use the system.

7.2 No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed so as to permit City to terminate this Agreement or any products or services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in affecting a transfer of any right of City in this Agreement, or any part hereof, that is required of City pursuant to the securing of financing hereunder. Despite the foregoing, the City shall pay Contractor for any Services performed in accordance with this Agreement up to the date of termination.

- 3. Revised Exhibit A "Scope of Services" is hereby amended as set forth in Addendum #2 to Exhibit A, which is attached hereto and incorporated herein.
- 4. Second Revised Exhibit A-4, "Price List," is hereby amended to read as set forth in Third Revised Exhibit A-4, "Price List," which is attached hereto and incorporated herein.

- 5. Revised Exhibit A, Attachment 2, "TiMC Systems Network Architecture and Data Flow & Interfaces," is hereby amended to read as set forth in Second Revised Exhibit A, Attachment 2, "TiMC Systems Network Architecture and Data Flow & Interfaces," which is attached hereto and incorporated herein.
- 6. Second Revised Exhibit B, "Compensation and Payment Schedule," is hereby amended to read as set forth in Third Revised Exhibit B, "Compensation and Payment Schedule," which is attached hereto and incorporated herein.
- 7. All terms and conditions of the Agreement not expressly modified by this Change Order shall remain in full force and effect.

Total Cost of Change		\$52,322
Total Credit of Change		\$(0)
Previous Amendments and/or Change Orders	CO #1, CO #2	\$122,526
Original Contract		\$1,678,351
New Contract Amount		\$1,853,199

APPROVED AS TO FORM

ACCEPTANCE

Contractor hereby agrees to accept the amount set forth herein as payment in full for the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.	<u>X Diam Yuan</u> Diana Yuan (12/10/2021) Email: diana.yuan@sanjoseca.gov Diana Yuan Deputy City Attorney
Contractor	City of San José
<u>× Derek Pines</u> derek.pines@parsons.com (12/10/2021) Email: derek.pines@parsons.com	<u></u>
Derek Pines	Jennifer Cheng
ITS Western Regional Manager	Deputy Director, Finance

ADDENDUM #2 TO EXHIBIT A SCOPE OF SERVICES

1 Contractor agrees to provide the following supplemental professional services for the TiMC Event Tracing System for a HERE Interface Change as directed by the City:

- 1.1. Configure and reload segment inventory.
- 1.2. Configure and reload Geographic Informational System information.
- 1.3. Adapt existing Traffic Data Services puller for collection of data from HERE.
- 1.4. Adapt aggregate data collection and processing script for new data source and format.
- 1.5. Validation testing and configuration.

2 Acceptance by City

Work performed pursuant to this Change Order will be evaluated and approved by the Event Tracking System Project Manager. Upon acceptance by the City, Contractor may invoice for the work performed.

3 Change Order Maximum Compensation

The maximum amount of compensation to be paid to Contractor for services provided under this Change Order shall not exceed **Fifty-Two Thousand Three Hundred Twenty-Two Dollars (\$52,322)**.

THIRD REVISED EXHIBIT A-4 PRICE LIST

A. TOTAL COST SUMMARY OF REQUIRED TIMC SYSTEM

	QUINED .		-		
			Total	Annual Rate	
	One-time	Base Year	Years of	Escalation	
	Costs	Cost	Service	(%)	Total
1 Professional Services					
Task 1: Project Management (Exhibit A, Section	\$96,853				\$96,853
5.1)					
Task 2: Requirements Review & Product	\$47,045				\$47,045
Backlog Creation (Exhibit A, Section 5.2)					
Task 3: iNET Implementation & Configuration	\$51,813				\$51,813
(Exhibit A, Section 5.3)					-
Task 4: Software Development (Exhibit A,	\$928,908				\$928,908
Section 5.4) (Updated CO #1)	\$1,072,979				\$1,072,979
Task 5: Deployment and Acceptance Testing	\$41,985				\$41,985
(Exhibit A, Section 5.5)					
Task 6: Training & Documentation (Exhibit A,	\$61,436				\$61,436
Section 5.6)					
2 Software & Maintenance					
Software License					
Software License Fee (Exhibit Third Revised A-	\$246,321				\$246,321
4, Section B.) (Updated CO #1)	\$186,321				\$186,321
Maintenance					
Annual Software Maintenance (starts after		\$18,000	10	2.75%	\$203,990
warranty period)					
3 Change Orders					
Verizon Interface Changes (CO #2)	\$38,455				\$38,455
HERE Interface Changes (CO #3)	\$52,322				\$52,322
	TOTAL COS	ST – REQUI	RED TIM	C SYSTEM	\$1,853,199
4 Supplemental Services (Exhibit A, Section 5.7)			·	
	Hourly				
Labor Category	Rate				
- Project Manager	\$187.74				
- Programmer	\$155.63				
- Technician	\$118.30				

B. SOFTWARE LICENSE BREAKDOWN

Description	Unit Cost	Quantity	Extended Price
iNET Software Licenses (initial purchase)	\$150,000	1	\$150,000
DigiCert WildCard + SSL Certificate (annual for three years/support)	\$525	3	\$1,575
Domain Registration (lump sum for three years/support)	\$96	1	\$96
Neverfail for Virtual Server (Year 1 support included)	\$3,300	5	\$16,500
Neverfail Installation Server	\$1,650	5	\$8,250
Neverfail Virtual Server annual support (Year 2 and Year 3 support)	\$990	10	\$9,900
Map License (annual for three years/support) (Removed CO #1)	\$20,000	3	\$60,000
TOTAL COST – SOFTWARE LICENSE			\$186,321

SECOND REVISED EXHIBIT A, ATTACHMENT 2 TIMC SYSTEMS NETWORK ARCHITECTURE AND DATA FLOW & INTERFACES

Network Architecture

Based on the City's experience with the past SV-ITS Data Exchange Network (DEN), a system that is hosted on servers located at multiple agencies is labor intensive to manage and requires significant ongoing operations and maintenance budget. In order to minimize ongoing expenses, any new TiMC servers should be hosted centrally in a single agency, such as San Jose.

At San Jose, the use of virtual machines, based on VMware, is preferred. However, if the system cannot operate in a virtual environment, there are no server hardware, operating system, or database engine requirements that must be met, and rack space and associated facilities needed for new TiMC servers will be provided by San Jose.

Physical access to the new TiMC servers at San Jose would be restricted to authorized San Jose ITD and DOT personnel. Authorized San Jose staff would be able to remotely access the new TiMC servers and can remotely restart servers. Network security measures will be determined and implemented by San Jose ITD. Planned systems security measures are described in a separate document titled "TiMC Systems Security Plan." User's computers will be subject to the security policies of their respective agencies.

TiMC system users will be numerous, geographically dispersed, and employed by multiple agencies. Some will access the system via the Internet only, some via agency-owned wide area networks, and some via the local area network at the TiMC. Users will also need to access the system from their smartphones and tablet devices. It would be difficult for San Jose personnel to manage the installation and support client software on numerous user's computers, given the level of effort needed and current budget constraints. Therefore, such an environment suggests use of a web-based platform.

The TiMC systems will need to store large amounts of data persistently. At least recent data will need to be online for immediate access. If all data cannot be so stored, older data will need to be accessible for analysis and retrieval when needed. A robust and capable database engine and large-capacity data store are appropriate.

Servers will need communication links to the local area network at the TiMC, to the San Jose Metropolitan Area Network (MAN), the SV-ITS WAN, MTC's Center-to-Center Wide Area Network (C2C WAN), and to the Internet. San Jose ITD will arrange for provisioning of the City LAN as needed for any TiMC servers. San Jose ITD and DOT will monitor bandwidth use and provide additional bandwidth if and when needed. All networks support IP-over-Ethernet communication standards. Based on the bandwidth requirements of a traffic data service and an anticipated amount of mobile Internet users, San Jose's Internet link will be sufficient. San Jose

ITD and DOT will monitor bandwidth use and assess the need to secure additional bandwidth and limit the resources being used.

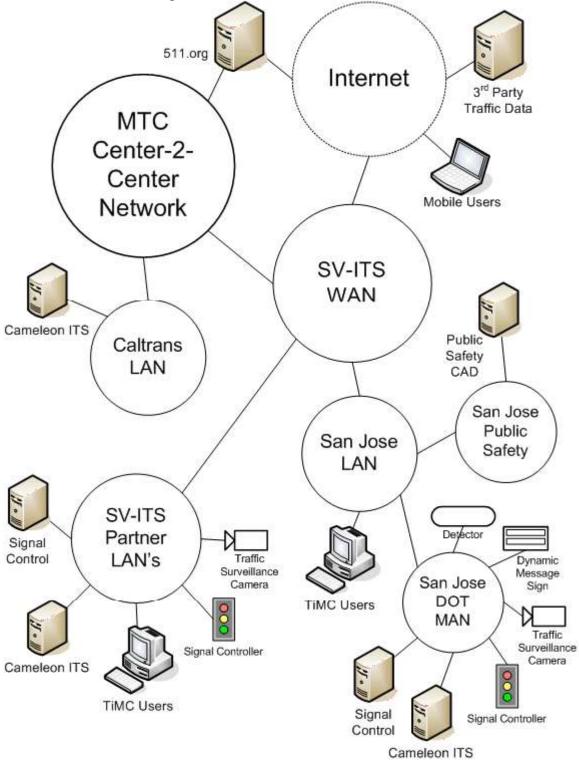


Figure 5 - Network Architecture

Data Flow and Interfaces Between Systems

Figure 6 outlines the data flows between the TiMC systems, traffic data service provider, traveler information dissemination, and partner agencies required for the System.

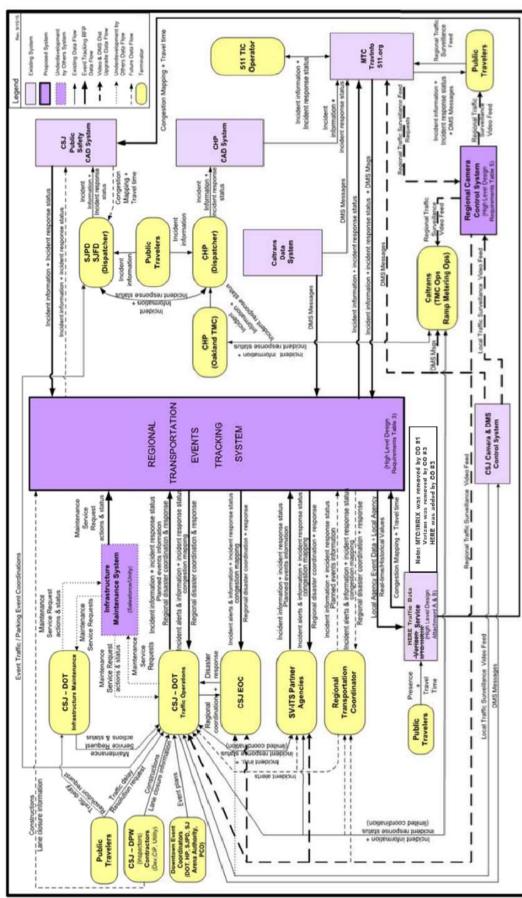


Figure 6 - Proposed Data Flow Diagram

Change Order #3 - Agreement for a TiMC Event Tracking System Second Revised Exhibit A, Attachment 2 – TiMC Systems Network Architecture and Data Flow & Interfaces

Page 7 of 16

Table 1 summarizes the data flows between the systems outlined in Figure 6 and the interfaces used to exchange the data. A description of the action that would be taken and/or the trigger mechanism needed for the data to flow is also included. A particular interface may support either pull or push methods, or both.

Source System	Destination System	Data	Trigger/Action	Interface
511	eTracks	New event record	New event created in	TOMS and/or Open511*
			source system	-
511	eTracks	Update of previously	Event updated in source	TOMS and/or Open511*
		sent event	system	
eTracks	511	New event record	New event created in	TOMS and/or Open511**
			source system (if it did	
			not originate from	
			destination system)	
eTracks	511	Update of previously	Event updated in source	TOMS and/or Open511***
		sent event	system	
San José Police	eTracks	New event record	New event created in	I/InterCAD
& Fire CAD			source system	
San José Police	eTracks	Update of previously	Event updated in source	I/InterCAD
& Fire CAD		sent event	system	
eTracks	SJ Police & Fire	Location and	An event's "lanes	I/InterCAD
	CAD	direction of a road	closed" field changes to	
		blockage or un-	or from "all lanes	
		blockage	blocked"	
SalesForce	eTracks	New event record	New event created in	SOAPbox/Unity
			source system	
SalesForce	eTracks	Update of previously	Event updated in source	SOAPbox/Unity
		sent event	system	
INRIX	eTracks	Real-time congestion	User selects Congestion	INRIX API
(Removed CO		levels	Level Map to view	
#1)				
INRIX	eTracks	Historical congestion	User selects Congestion	INRIX API
(Removed CO		levels	Comparison Level Map	
#1)			to view	
INRIX	eTracks	Real-time travel time	User selects either	INRIX API
(Removed CO			Congestion Level Map	
#1)			or Congestion	
			Comparison Level Map	
			to view	
Verizon	eTracks	Near real-time	User selects Congestion	Verizon API
(Added CO #1)		average speed per	Level Map to view	
(Removed CO		segment	1	
#3)		e		
Verizon	eTracks	Near real-time travel	User selects either	Verizon API
(Added CO #1)		time	Congestion Level Map	
(Removed CO			or Congestion	
#3)			Comparison Level Map	
			to view	
eTracks	INRIX	Event record	New event created in	INRIX API
(Removed CO			source system	
#3)				
HERE	eTracks	Near real-time	User selects Congestion	HERE API
(Added CO #3)		average speed per	Level Map to view	
		segment		

 Table 1 - Data Flows/Interface Between Systems

Source System	Destination System	Data	Trigger/Action	Interface
HERE	eTracks	Traffic congestion	User selects either	HERE API
(Added CO #3)		factor	Congestion Level Map or	
			Congestion Comparison	
			Level Map to view	
eTracks	Any external	New event record	New event created in	NTCIP/TMDD web service
	system		source system (if it did	
			not originate from	
			destination system).	
eTracks	Any external	Update of previously	Event updated in source	NTCIP/TMDD web service
	system	sent event	system	
Camera & Sign	511 or other	Streaming video	User selects camera to	HTTP, RTSP, HTML,
Control System	external system	_	view	H.264
Camera & Sign	511 or other	Status of a dynamic	User selects sign to view	HTTP and HTML page
Control System	external system	message sign		

*511 system led by the Metropolitan Transportation Commission (MTC at <u>www.mtc.ca.gov</u>) is currently using the TOMS to publish data to third party systems. MTC is co-developing a new interface, Open511, for publishing data, and if a interface different from TOMS is adopted prior to implementation of the TiMC events tracking system, then that interface shall be supported by the events tracking system. **The TOMS and/or Open511 interface(s) will need to be modified to allow the 511 system to receive data.

The use of the above interfaces will minimize the need for modification of existing systems. An explanation of the interfaces follows:

HTTP and HTML web page – Internet standards commonly used for displaying information in a web browser. These standards are already supported by popular web browsers.

HTTP, RTSP, HTML, H.264 – Internet and video standards commonly used for streaming video to a web browser. These standards are already supported by popular web browsers.

I/InterCAD – An interface defined by Intergraph, the vendor of the San José Police & Fire CAD. This interface is supported in the existing San José Police & Fire CAD (I/CAD by Intergraph).

Verizon API – An interface defined by Verizon, for traffic data services.

HERE API - An interface defined by HERE, for traffic data services.

NTCIP/TMDD – An interface developed by the Intelligent Transportation Systems community for general-purpose center-to-center communications – see Application Profile for XML Message Encoding and Transport in ITS Center-to-Center Communications (NTCIP 2306, <u>http://www.ite.org/standards/ntcip</u>) and Traffic Management Data Dictionary Standard for Center-to-Center Communications version 3 (<u>http://www.ite.org/standards/tmdd</u>). This interface is increasingly being supported by transportation management systems.

Third party systems desiring events data from the eTracks system in the future (e.g., commercial traveler information systems, other transportation agencies) will need to support the general purpose data export interface provided in the eTracks system. That interface should be an open standard interface, easy to implement, and likely to already be supported by third party systems, especially those used in the San Francisco Bay Area. NTCIP/TMDD is commonly used for this purpose in the U.S.

Open511 – An open API (<u>http://www.open511.org</u>) under development that is being co-led by MTC to publish road events and other mobility related data.

Travinfo[®] Open Messaging Service (TOMS) – A protocol defined by 511.org – see <u>http://www.511.org/developer-resources_traffic-data-feed.asp</u>. This interface is supported in the existing 511 system.

Terminology

Following are acronyms and uncommon terms used in this document.

Acronyms and Uncommon Terms	Definition			
511 or 511.org	Telephone number reserved for travel information services. Also overall Bay Area public travel information service provided by MTC			
911	Telephone number reserved for emergency public safety services			
C2C	Center to Center (equivalent to "system-to-system")			
CAD	Computer Aided Dispatch (system)			
Caltrans	California Department of Transportation			
Cameleon ITS	Product name for a San José/SV-ITS system used for sign and camera control			
CARS	Condition Acquisition and Reporting System – a product name			
CCTV	Closed Circuit Television			
CHP	California Highway Patrol			
Concert	Product name for a transportation management system			
DOT	Department of Transportation			
H.264	A video compression standard – also known as MPEG-4 part 10 (AVC)			
HTML	lypertext Markup Language			
HTTP	Hypertext Transfer Protocol			
I/CAD	Product name for the San José Police/Fire computer aided dispatch system			
I/InterCAD	A data exchange interface supported by the I/CAD product.			
IP	Internet Protocol			
ISP	(Travel) Information Service Provider, or Internet Service Provider			
IT	Information Technology			
ITS	Intelligent Transportation Systems			
LAN	Local Area Network			
MAN	Metropolitan Area Network			
MIST	Management Information System for Transportation – a product name			

Change Order #3 - Agreement for a TiMC Event Tracking System Page 10 of 16 Second Revised Exhibit A, Attachment 2 – TiMC Systems Network Architecture and Data Flow & Interfaces

Mbps	Megabits per second
RTSP	Real-Time Streaming Protocol
MTC	(San Francisco Bay area) Metropolitan Transportation Commission
NETworks	Product name for a transportation management system
NTCIP	National Transportation Communications for ITS Protocol
SJ	San José
StreetWise	Product name for a traffic signal control system
SV-ITS	Silicon Valley Intelligent Transportation Systems (Program)
TCS	Traffic Control System
TIC	Travel Information Center
TiMC	Transportation Incident Management Center
TMDD	Traffic Management Data Dictionary
TOMS	Traffic Open Messaging Service – an interface defined by 511.org
TransSuite	Product name for a San José traffic signal control system
VTA	(Santa Clara) Valley Transportation Authority
WAN	Wide Area Network
XML	Extensible Markup Language

THIRD REVISED EXHIBIT B COMPENSATION AND PAYMENT SCHEDULE

1 Payment Terms

- 1.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed One Million Eight Hundred Fifty-Three Thousand One Hundred Ninety-Nine Dollars (\$1,853,199). Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms, following acceptance of designated milestones as shown below in Table B1-Payment Schedule. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed, and City has approved the Milestone for which payment is due.
- 1.3 Payment for any part or parts of the TiMC System provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the TiMC System when delivered and reject upon notification to Contractor any and all the TiMC System, which does not conform to the Specifications or other requirements of this Agreement. Components of the TiMC System, which are rejected shall be promptly corrected, repaired, or replaced by Contractor. If City receives components of the TiMC System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2 Project Performance & Payment Schedule

- 2.1 Compensation shall be as set forth below in Table B1: Performance and Payment Schedule:
 - 2.1.1 Contractor shall submit an invoice to City's Project Manager according to Table B1 below with a Milestone/Deliverable Acceptance Form outlined in Exhibit B-1:
 - 2.1.2 All invoicing shall include only deliverables accepted and approved by City.
 - 2.1.3 All invoices will be held pending outstanding monthly performance reports.
- 2.2 Work shall commence immediately upon execution of the Agreement.
- 2.3 All timeline dates are understood to be close of business, 5:00 p.m. PST.
- 2.4 If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.

Estimated Completion Compensation¹ Milestone/Item Deliverables % Kick-Off Meeting 1.Kick-Off and Design 1/3/18 0.88% \$13,638 Project Web Site Support (Task 1) 2.System Documentation and Product Backlog Document \$47.045 3.02% 1/3/18Configuration Mgt Process Document **Requirements Review** 2/7/18 \$26,576 1.72% (Tasks 1 and 2) iNet Installation 3.iNet/Map License and 2/2/17\$196,421 Map License Secured Support Year 1 Backup/Network Software \$176,421 11.40% (Removed CO#1) (Task 3) Neverfail Deployed Support Year 1 3.iNET Configuration Initial PDC iNET Configuration 2/28/17 \$51,813 3.35% Task Order PDC iNET #1 Documentation (Tasks 1 and 3) PDC iNET Configuration Demos Updated PDC iNET Configuration . . . iNET Configuration Documentation Task Order PDC iNET Updated Requirements Traceability Information #nth (Tasks 1 and 3) Product Design Case 4.Software Customization 12/26/19 \$935,566² 69.72% Sprint Demos Task Order PDC SW #1 \$1,079,6372 Product Deployed (Tasks 1 and 4) Updated System Documentation . . . (Section 5.4.7 of Exhibit A) Software Customization Traffic Signal Status Data Integration Task Order PDC SW #nth (Added CO #1) (Tasks 1 and 4) CSJ Traffic Camera Control Integration (Added CO #1) Verizon Traffic Data Integration, Analysis, and Processing (Added CO #1) Training Plan 17.Training and System 1/23/19 \$20,000 1.29% Course Syllabi and Supporting Documentation (Tasks 1 Materials and 6) O&M and System Manuals 2/13/19 \$46,707 3.02% System Configuration Documentation Training During Deployment & Testing Integrated, Installed, and Accepted 18.System Deployment and 1/23/19 \$43,961 2.84% System Test Reports Onsite System Test Reports (Tasks 1 and 5) Payable upon Conclusion of System 19.HOLDBACK (3% of 3/26/16* \$42,734 2.76% Warranty Period Subtotal System Delivery) SUBTOTAL SYSTEM DELIVERY \$1,548,532 100%

Table B1: Performance and Payment Schedule

Milestone/Item	Deliverables	Estimated Start Date	Compensation ¹
Annual	■ Map License (Removed CO#1)	3/7/19	\$24,950
License/Software	 Neverfail 	3/7/19	\$4,950
Support Year 2			
	• Mar Linear (Demand CO#1)	2/7/20	\$24050
Annual	 Map License (Removed CO#1) Neverfail 	3/7/20	\$24,950
License/Software	- Nevenan	3/7/20	\$4,950
Support Year 3			
Annual iNet	Maintenance – Year 1	3/27/19**	\$18,000
Maintenance	Maintenance – Year 2	3/27/20	\$18,495
	Maintenance – Year 3	3/27/21	\$19,004
	Maintenance – Year 4	3/27/22	\$19,526
	Maintenance – Year 5 Maintenance – Year 6	3/27/23	\$20,063
	Maintenance – Year 6 Maintenance – Year 7	3/27/24 3/27/25	\$20,615 \$21,182
	Maintenance – Year 8	3/27/26	\$21,764
	Maintenance – Year 9	3/27/27	\$22,363
	Maintenance – Year 10	3/27/28	\$22,978
SUBTOTAL MAIN	TENANCE		\$213,890
Verizon Interface	1. Modifications to the interface (accommodate new	12/31/2020	\$38,455
Change	segment IDs)		
(Added CO #2)	2. Map overlay updates for new Segment IDs		
	3. Re-write aggregation job		
	4. Go back through old aggregation and make		
	adjustments		
	5. Update the documentation		
	6. Re-test the interface		
HERE Interface	1. Configure and reload segment inventory	11/30/2021	\$52,322
Change	2. Configure and reload Geographic Informational		
(Added CO #3)	System information		
	3. Adapt existing Traffic Data Services puller for		
	collection of data from HERE		
	4. Adapt aggregate data collection and processing		
	script for new data source and format		
	5. Validation testing and configuration		
SUBTOTAL INTER		Ι	\$90,777
TOTAL NOT-TO-E	XCEED TOTAL COMPENSATION		\$1,853,199

Notes: 1.All amounts stated above are in U.S. Dollars ^{2.}To be paid on a Task Order basis over an eleven-month period, not to exceed two months between payments. * System warranty period may be extended pursuant to Section 6, Exhibit A of the Agreement. ** Estimated date only. Actual date starts after the conclusion of the warranty period.

3 Supplemental Services

3.1 In the event the City requires Supplemental Services as defined under TASK 7 of Exhibit A, both parties shall follow the Change Order process as described in Section 6 of the Agreement. Any compensation adjustment associated with Supplemental Services shall consistent with the hourly rates specified below:

Labor Category	Hourly Rate
- Project Manager	\$ 187.74
- Programmer	\$ 155.63
- Technician	\$ 118.30

3.2 The City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall not exceed the agreed-upon supplemental service rates in Section 3.1 above and must be good for at least 90 days.

4 Additional Services

In the event that the City requires additional services that are not covered under this Agreement, Contractor shall provide a written quotation, at no cost to the City, of the type of additional service requested and the time required to complete said service. Upon receiving the City's written approval to proceed with the additional service, Contractor shall perform the additional service at a time mutually agreed upon by Contractor and according to the hourly rates specified below:

Labor Category	Hourly Rate
- Project Manager	\$ 187.74
- Programmer	\$ 155.63
- Technician	\$ 118.30

5 Annual Adjustment

The Contractor may request adjustments to the compensation rates for Supplemental Services or Additional Services on each twelve-month anniversary during the initial term of the Agreement. Price adjustments are subject to City's approval, and shall be calculated as follows:

CPI Adjustment. The base for computing the adjustment shall be the following Consumer Price Index for All Urban Consumers published by the United States Department of Labor Statistics ("Index"):

CPI-All Urban Consumers (Current Series)

Series Id:	CUUR0000SA0, Not Seasonally Adjusted
Series Title:	All items in U.S. city average, all urban consumers, not seasonally adjusted
Area:	U.S. city average
Item:	All items
Base Period:	1982-84=100

The index reference shall be the Index that is published most immediately preceding the commencement of the most recent annual anniversary of the Agreement ("Extension Index"), which shall be compared with the Index published twelve (12) months prior or to the Index published at a point in time as mutually agreed upon between both parties ("Beginning Index").

If the Extension Index published has increased over or decreased under the Beginning Index, the compensation rate change shall be calculated by determining the percent change between the two (2) periods and multiplying the compensation rates from the previous period by the percent change. Upon adjustment of the compensation rates, the parties shall immediately execute a written amendment to the

Agreement setting forth the new compensation rates and attach the same as a revised exhibit to the Agreement.

If the Index is changed so that the base year differs from that used as of the month immediately preceding the Agreement's commencement date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Agreement such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued of revised.

The preceding provision of this Section notwithstanding, the adjustment of any compensation rate for any twelve-month period shall not exceed 3%.

For the purpose of illustration only, the following example provides the computation of a percent change:

CPI for current period	232.945
Less CPI for previous period	229.815
Equals index point change	3.130
Divided by previous period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%