

CHANGE ORDER #6

Pursuant to Section 7 of the Agreement for Network and Integrated Systems between the City of San José and Amadeus Airport IT Americas, Inc., the Agreement is hereby amended as follows:

1. Increase funds for additional professional services as set forth below:

Reference Price List, Sixth Revised Exhibit A – Appendix A8	Year 1 Change (7/13/18 – 6/30/19)	Year 2 Change (7/1/19 – 6/30/20)	Year 3 Change (7/1/20 – 6/30/21)	Year 4 Change (7/1/21 – 6/30/22)	Net Change
Maintenance & Support - Network & Infrastructure: One-time Setup for 18 Switches	\$0	\$0	\$0	\$274	\$274
Maintenance & Support - Network & Infrastructure: Network & Infrastructure: Managed Services for 18 Switches	0	0	0	9,656	9,656
Network and Infrastructure - Integrated Systems: Upgrade Voice Over Internet Protocol System	0	0	0	10,870	10,870
	\$0	\$0	\$0	\$20,800	\$20,800

2. Exhibit A – Appendix A6, entitled Operation and Maintenance, if hereby amended to add Addendum #2 to Exhibit A – Appendix A6, which is attached hereto and incorporated herein.

3. Fifth Revised Exhibit A – Appendix A8, entitled Price List, is hereby amended to read as set forth in Sixth Revised Exhibit A – Appendix A8, which is attached hereto and incorporated herein.

4. Fifth Revised Exhibit B, entitled Compensation, is hereby amended to read as set forth in Sixth Revised Exhibit B, which is attached hereto and incorporated herein.

5. All of the terms and conditions of the Agreement not modified by this Change Order shall remain in full force and effect.

Total Cost of Change	\$20,800
Total Credit of Change	0
Previous Amendments and/or Change Orders (CO1: +\$1,599,061) (CO2: -\$545,596) (CO3: \$0) (CO4: +\$108,545) (CO5: +\$18,042)	1,180,052
Original Contract	18,348,389
New Contract Amount	\$19,549,241

ACCEPTANCE

Contractor hereby agrees to accept the amount set forth herein as payment in full of 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.

Contractor

By: *chris.keller@amadeus.com*
Email: chris.keller@amadeus.com

Chris Keller
 Vice President

Date: 05/06/2022 GMT-04:00

APPROVED AS TO FORM



Email: diana.yuan@sanjoseca.gov

Diana Yuan
 Deputy City Attorney

City of San José

By: *Julia H. Cooper*

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Julia H. Cooper
 Director, Finance

Date: 05/09/2022 GMT-07:00

ADDENDUM #2 TO EXHIBIT A – APPENDIX A6 OPERATION AND MAINTENANCE

1 Design Overview – Voice over Internet Protocol (VoIP) System Upgrade

Contractor shall provide the following professional services and related resources — specifically, a Senior Project Manager from Amadeus and resources from a subcontractor — to upgrade the VoIP system as follows:

- 1.1 Two active (ISR 4331) Cisco Unified Border Elements (CUBEs) in separate locations (CP & J1350).
- 1.2 Each location processes up to 50 concurrent sessions.
- 1.3 Service Provider Load balancing between CUBEs.
- 1.4 1 VG310; analog lines, fax, etc.
- 1.5 CUBE licensing communicates with Cisco Smart Licensing.

2 Work Breakdown – VoIP System Upgrade

Contractor shall provide the following professional services, and related resources — specifically, a Senior Project Manager and resources from a subcontractor — to upgrade the VoIP system as follows:

- 2.1 Avaya Connection (J1350) – Migrate to new Cisco® ISR 4331
 - 2.1.1 Move existing Avaya® PRI to New 4331
 - 2.1.2 Complete integration with existing Cisco® telephony architecture consisting of Cisco® Call Manager and Unity Server
- 2.2 Production Implementation (Parallel Setup)
- 2.3 Validate calls (Local, Long Distance, International, Emergency is pointing to CUBE)
- 2.4 SIP Trunk IP address, Port number, Transport, CODECS, DTMF, etc.
- 2.5 Enable CUBE application on Cisco® routers
- 2.6 Configure call routing on CUBEs
- 2.7 SP Load balancing between CUBEs
- 2.8 Call recording options
- 2.9 Configure Cisco® VG310 (Analog line, ATA, Fax, Elevator, etc.)
- 2.10 Migration path for AOC (Airport Operation Center) phone services from Avaya® to Cisco®
- 2.11 Cisco Unified Communications Manager (CUCM)
 - 2.11.1 Review all AOC services requirements & ensure Cisco® CUCM can address them
 - 2.11.2 Provide recommendations for migration path

3 Schedule – VoIP System Upgrade

It is estimated that this work will be delivered approximately fifteen (15) business days from the date of execution of this Change Order #6. Contractor shall work with City resources to schedule the work based on the availability of City resources and the target delivery date

4 Maximum Compensation

Contractor shall be paid an amount not-to-exceed Ten Thousand Eight Hundred and Seventy Dollars (\$10,870) for this additional staff during the four-year initial term of the Agreement. Any work set forth in this Addendum #2 for which payment would result in a total amount exceeding the maximum amount of compensation set forth in this Addendum #2 shall be at no cost to the City.

SIXTH REVISED EXHIBIT A – APPENDIX A8 PRICE LIST

1 FIXED PRICE

The table below lists the Contractor’s detailed pricing for all work identified in Exhibit A – Scope of Work.

NETWORK UPGRADE	Initial Term				TOTAL NTE
	Estimated Year 1 (7/13/18 – 6/30/19)	Estimated Year 2 (7/1/19 – 6/30/20)	Estimated Year 3 (7/1/20 – 6/30/21)	Estimated Year 4 (7/1/21 – 6/30/22)	
1. Software					
Cisco Software	\$365,332	-	-	-	\$365,332
Cisco Software (Lab)	40,556	-	-	-	40,556
Cisco Software Wireless LAN Controller	672	-	-	-	672
Cisco Software – Cisco Firewall – FTD/FMC	23,532	-	-	-	23,532
FNT Cable Management Software (Modules) -Reduced by \$117,000 in CO3	100,495	-	-	-	100,495
Subtotal - Software	\$530,587	\$0	\$0	\$0	\$530,587
2. Hardware					
Cisco Hardware	\$1,587,212	\$425,000	-	-	\$2,012,212
Cisco Hardware (Lab)	237,384	-	-	-	237,384
Cisco Wireless LAN Controller	30,112	-	-	-	30,112
Cisco Hardware – Cisco Firewall – FTD/FMC -Increased by \$218,561 in CO3	263,765	-	-	-	263,765
One-time Setup Charges for Six (6) Cisco Switches – Increased by \$877 in CO5	-	-	\$877	-	877
Subtotal - Hardware	\$2,118,473	\$425,000	\$877	\$0	\$2,544,350
3. Implementation Services					
Project Management -Increased by \$37,500 in CO2	\$250,000	\$250,000	-	-	\$500,000
Contractor Implementation, Solution Design, and Delivery -Added in CO2	130,829	75,000	-	-	205,829
Data & Telecommunications Cabling System (Cable and Room Improvements and install of Cable Management System)	1,010,774	673,850	-	-	1,684,624
Network Upgrade Proof of Concept, Network Upgrade Design, Network Upgrade Deployment (Procurement & Installation), Network Testing and Final Acceptance, Training, Documentation/Submittals/Deliverables, and Meetings/Reviews	501,040	214,732	-	-	715,772
Subtotal – Implementation Services	\$1,892,643	\$1,213,582	\$0	\$0	\$3,106,225
TOTAL NOT TO EXCEED – NETWORK UPGRADE	\$4,541,703	\$1,638,582	\$0	\$0	\$6,181,162

*Reflects costs for 6 months for 1 staff in Year 1.

MAINTENANCE & SUPPORT	Initial Term				
	Estimated Year 1 (7/13/18 – 6/30/19)	Estimated Year 2 (7/1/19 – 6/30/20)	Estimated Year 3 (7/1/20 – 6/30/21)	Estimated Year 4 (7/1/21 – 6/30/22)	TOTAL NTE
4. Network & Infrastructure					
Managed Service Provider -Reduced by \$845,362 in CO2 -Increased by \$17,165 in CO5 - Increased by \$9,656 this CO6	\$6,349	\$302,255	\$347,630	\$356,213	\$1,012,447
				\$365,869	\$1,022,103
Cisco Smartnet	304,438	304,438	-	-	608,876
Resident Engineer -Increased by \$117,000 CO2	117,000	156,000	156,000	156,000	585,000
Cable Management Support and Maintenance	41,952	41,952	41,952	41,952	167,808
One-time Setup Charges for Eighteen (18) Cisco Switches – Added this CO6				274	274
Subtotal - Network & Infrastructure	\$469,739	\$804,645	\$545,582	\$554,165 \$564,095	\$2,374,131 \$2,384,061
5. Integrated Systems					
On-site Staffing					
-OPS Field Engineers (6)	\$814,548*	\$915,256	\$942,713	\$970,994	\$3,643,511
-Site Manager/Lead (1)	160,893	165,720	170,691	175,812	673,116
-Systems Administrator (1)	75,000*	154,500	159,135	163,909	552,544
-ATS Help Desk Tech/Field Eng. (1)	68,000*	140,080	144,282	148,611	500,973
Software Warranties					
-AODB/RMS/FIDS/ESB applications/interfaces/3rd party software	279,580	287,967	296,606	305,505	1,169,658
-EASE application/server infrastructure/3rd party software	119,820	123,415	127,117	130,931	501,283
-PROPworks (including CAT module) – ongoing support and maintenance -Added in CO4: increase of \$108,545	-	8,198	49,432	50,915	108,545
24x7 helpdesk support	Included	Included	Included	Included	Included
CUSS Software / Monitoring					
-CUSS middleware support/levels 2 and 3 support (71)	63,460	65,364	67,325	69,344	265,493
-Annual airline application support fee (10)	46,371	47,762	49,195	50,671	193,999
3rd Party Software					
-OAG annual subscription	19,849	20,444	21,058	21,690	83,041
-Anti-Virus software	13,682	14,092	14,515	14,951	57,240
-Pinnacle software support -Reduced by \$60,563 CO2	19,023	-	-	-	19,023
Network (Existing) Includes Cisco software warranty support for Call Manager and Unity and support for Solarwinds)	192,724	198,505	204,461	210,593	806,283
Voice over Internet Protocol system upgrade professional services - Added this CO6				10,870	10,870

Subtotal - Integrated Systems	\$1,872,950	\$2,141,303	\$2,246,530	\$2,313,926 \$2,324,796	\$8,574,709 \$8,585,579
TOTAL NOT TO EXCEED - MAINTENANCE & SUPPORT	\$2,342,689	\$2,945,948	\$2,792,112	\$2,868,094 \$2,888,891	\$10,948,840 \$10,969,640

*Reflects costs for 6 months for 1 staff in Year 1.

SUPPLEMENTAL SERVICES (in-scope work not covered under maintenance & support; requires executed Supplemental Work Order)	Initial Term				
	Estimated Year 1 (7/13/18 – 6/30/19)	Estimated Year 2 (7/1/19 – 6/30/20)	Estimated Year 3 (7/1/20 – 6/30/21)	Estimated Year 4 (7/1/21 – 6/30/22)	TOTAL NTE
6. Integrated Systems Supplemental Services					
Incremental additional support and maintenance costs to add new kiosks and airlines	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
Replacement of existing kiosks and/or other passenger processing equipment	300,000	300,000	0	0	600,000
Time and materials for additional and replacement kiosks, other passenger processing equipment, parts, and services	300,000	300,000	300,000	300,000	1,200,000
Subtotal – Integrated Systems Supplemental Services	\$650,000	\$650,000	\$350,000	\$350,000	\$2,000,000
7. Network and Infrastructure Supplemental Services					
Core MDF relocation to MPOE	-	\$250,000	-	-	\$250,000
Improvements to Tenant Services -Reduced by \$51,561 in CO3	\$23,439	75,000	-	-	98,439
Improvements to Video Display/Content -Reduced by \$50,000 in CO3	0	50,000	-	-	50,000
Subtotal – Network and Infrastructure Supplemental Services	\$23,439	\$375,000	-	-	\$398,439
TOTAL NOT TO EXCEED – SUPPLEMENTAL SERVICES					\$2,398,439

All prices are in U.S. Dollars.

2 PRICING ASSUMPTIONS

- 2.1 Prices for the Network Upgrade reflect discounts provided by Cisco: 67% for Hardware and Software ordered prior to July 15, 2019 and 35% for Support.
- 2.2 **Contractor shall purchase all Cisco hardware with 5 years of DNA-Advantage Licensing and 5 years of Smartnet.**

SIXTH REVISED EXHIBIT B COMPENSATION

1 COMPENSATION AND PAYMENT TERMS

- 1.1. The maximum amount payable for all products and services provided under this Agreement shall not exceed **Nineteen Million Five Hundred Forty-Nine Thousand Two Hundred Forty-One U.S. Dollars (\$19,549,241)** during the Initial Term.
 - 1.1.1. Any additional services 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.
 - 1.1.2. 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. Payments shall be made to Contractor by City based on net thirty (30) days payment terms, following receipt and City approval of properly completed invoices. Invoices for implementation and supplemental/additional services shall specify milestones/deliverables/services completed and be submitted no more frequently than monthly. Invoices for maintenance and support shall be paid monthly in arrears. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of deliverables/milestone/supplemental services or the provision of support and maintenance services. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone, deliverable, or service for which payment is due. See Tables B1, B2, and B3 for payment schedules.
- 1.3. Payment for any deliverable 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 each deliverable and reject upon notification to Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired or replaced by Contractor. If City receives deliverables 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 AND PAYMENT SCHEDULE

- 2.1 Work shall commence immediately upon execution of the Agreement.
- 2.2 Invoicing procedure for Implementation and Supplemental Services: Contractor shall invoice the City upon completion and acceptance of each milestone/deliverable/service, but no more frequently than monthly.
- 2.3 Invoicing procedure for Maintenance and Support Services: Contractor shall invoice City monthly, in arrears, for one month of the annual compensation amount (see Section 4.1 of this Exhibit B). For example, the invoice amount for six technicians for the first month of Year 2 would be $\$147,812 / 12 * 6 = \$73,906$.
- 2.4 The City shall compensate the Contractor in accordance with the terms and conditions of this Agreement. Contractor shall invoice the City according to Tables B1, B2, and B3 below.

Table B1: Network Upgrade

TASK	ESTIMATED COMPLETION	DELIVERABLE or MILESTONE	ESTIMATED % OF TOTAL	PAYMENT AMOUNT NTE
1	10/2018	Project Management, Year 1 Kickoff Meeting, & Low Level Design Completion	4%	\$250,000
2	09/2018	Initial Hardware/software/license purchase (ACI Lab in 1 DC, Campus Core and Limited Edge Switches, and FNT Software)	27%	1,650,000
3	12/2018	Year 1 Q1/Q2 Room Remediation	5%	329,591
4	02/2019	Phase 3 hardware/software orders including WLC and FW	17%	1,019,000
5	03/2019	Proof of Concept Completed and installed at SJC and test results signed off by SJC (ACI and Campus LAN).	3%	167,014
6	03/2019	Year 1 Q3 Professional services	1%	95,207
7	06/2019	Year 1 Q3 Room remediation	5%	333,555
8	06/2019	Year 1 Q4 Professional services	1%	95,207
9	06/2019	Year 1 Q4 Room remediation	5%	333,555
10	06/2019	Deployment and migration of ACI production in DC1 and DC2. Limited Campus Deployment/Migration	3%	167,013
11	07/2019	Remaining Phase 3 hardware order	7%	425,000
11a	09/2019	Additional firewall hardware (Added in CO3)	1%	101,561
12	09/2019	Deployment & migration of Edge devices	1%	64,420
13	09/2019	Year 2 Q1 Professional services	2%	108,333
14	09/2019	Year Q1 2 Room remediation	6%	336,925
15	12/2019	Final hardware migration & full deployment of Cisco Software Defined Architecture	1%	64,420
16	12/2019	Year 2 Q2 Professional services	2%	108,333
17	12/2019	Year 2 Q2 Room remediation	6%	336,925
18	03/2020	Final migration and operational mode.	1%	64,420
18a	03/2020	One-time setup charges for six (6) Cisco switches (Added in CO5)	-	877
19	03/2020	Finalization of Training and Operational Handover to Airport IT Staff and MSP	0%	21,473
20	03/2020	Remaining Professional Services	2%	108,333
TOTAL NOT TO EXCEED – NETWORK UPGRADE			100%	\$6,181,162

Table B2: Maintenance & Support

	Estimated Year 1 (7/13/18 – 6/30/19)	Estimated Year 2 (7/1/19 – 6/30/20)	Estimated Year 3 (7/1/20 – 6/30/21)	Estimated Year 4 (7/1/21 – 6/30/22)	TOTAL NTE
Network & Infrastructure -Increased by \$17,165 in CO5 - Increased by \$9,930 this CO6	\$469,739	\$804,645	\$545,582	\$554,165 \$564,095	\$2,374,131 \$2,384,061
Integrated Systems Maintenance & Support - Increased by \$10,870 this CO6	1,872,950	2,141,303	2,246,530	2,313,926 2,324,796	8,574,709 8,585,579
TOTAL NOT TO EXCEED - MAINTENANCE & SUPPORT	\$2,342,689	\$2,945,948	\$2,792,112	\$2,868,091 \$2,888,891	\$10,948,840 \$10,969,640

Table B3: Supplemental Services

(in-scope work not covered under maintenance & support;
requires executed Supplemental Work Order)

	Estimated Year 1 (7/13/18 – 6/30/19)	Estimated Year 2 (7/1/19 – 6/30/20)	Estimated Year 3 (7/1/20 – 6/30/21)	Estimated Year 4 (7/1/21 – 6/30/22)	TOTAL NTE
Integrated Systems Supplemental Services					
Incremental additional support and maintenance costs to add new kiosks and airlines	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
Replacement of existing kiosks and/or other passenger processing equipment	300,000	300,000	0	0	600,000
Time and materials for additional and replacement kiosks, other passenger processing equipment, parts, and services	300,000	300,000	300,000	300,000	1,200,000
Subtotal – Integrated Systems Supplemental Services	\$650,000	\$650,000	\$350,000	\$350,000	\$2,000,000
Network and Infrastructure Supplemental Services					
Core MDF relocation to MPOE	\$0	\$250,000	\$0	\$0	\$250,000
Improvements to Tenant Services -Reduced by \$51,561 in CO3	23,439	75,000	0	0	98,439
Improvements to Video Display/Content -Reduced by \$50,000 in CO3	0	50,000	0	0	50,000
Subtotal – Network and Infrastructure Supplemental Services	\$23,439	\$375,000	\$0	\$0	\$398,439
TOTAL NOT TO EXCEED – SUPPLEMENTAL SERVICES					\$2,398,439

TOTAL AGREEMENT NOT TO EXCEED (4-YEAR INITIAL TERM)	\$19,528,441 \$19,549,241
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All prices in U.S. Dollars.

3 RENEWAL PERIOD COMPENSATION

- 3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement for three (3) additional one-year option periods pursuant to Section 2.2 (Options to Extend) for ongoing Network and Integrated Systems support, maintenance, and services at the same rates as the final year of the Initial Term unless otherwise requested and agreed to in writing by the Parties.
- 3.2 Price Renegotiation. Contractor may request adjustments to compensation rates 60 days prior to an option term. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote does not increase more than the Consumer Price Index (PPI) over the previous year's fees, unless otherwise negotiated.
- 3.3 Any applicable adjustments will be calculated based on the most recent annual average Consumer Price Index (not seasonally adjusted, All items, Base Period 1982-1984=100) for All Urban Wage Earners (CPI-U) for the San Francisco-Oakland-San José, CA Area, published by the U.S. Department of Labor, Bureau of Labor Statistics, preceding the commencement date for the requested increase.
- 3.4 The preceding provision of this Section notwithstanding, the adjustment of the compensation rate for any year shall not exceed 3% of the previous year's compensation rate.
- 3.5 City shall provide Contractor prior written notice in the form of Exhibit H of its intention to exercise its option for the next term prior to the end of the then current term. The City's Director of Finance or designee is authorized to exercise options on behalf of the City.

4 ON-SITE STAFFING RATES

- 4.1 The annual cost to add additional, full time, on-site staff is as follows:

	ANNUAL COST			
	Year 1 (7/13/18 – 6/30/19)	Year 2 (7/1/19 – 6/30/20)	Year 3 (7/1/20 – 6/30/21)	Year 4 (7/1/21 – 6/30/22)
OPS Field Engineer	\$148,100	\$152,543	\$157,119	\$161,833
Site Manager / Lead	\$160,893	\$165,720	\$170,691	\$175,812
Systems Administrator	\$150,000	\$154,500	\$159,135	\$163,909
ATS Help Desk Tech/Field Eng.	\$136,000	\$140,080	\$144,282	\$148,611

- 4.2 In the event the City determines that modifications to support and maintenance specifications are required resulting in an increase or decrease in the need for Contractor's service technicians, support of additional equipment, a change to the hours of coverage or response time, the City may at its discretion request a proposed modification of annual maintenance cost from the Contractor to reflect these requested changes. Upon written approval from City's Director of Finance, pursuant to Section 7 Change Order Procedure and Authorization, an adjustment of the annual Support and Maintenance costs shall go into effect.
- 4.3 The annual rates listed above shall be used to determine the pro rata costs of increases or decreases in services discussed above. In the event that the services of a technician are utilized on a full time basis for less than one year, the annual cost shall be pro-rated and rounded to the nearest month. For example: if a seventh technician is added in year 2 for five months out of the twelve-month maintenance

term, then compensation shall equal \$61,588 (\$147,812 / 12 months' x 5 months = \$61,588).

5 SUPPLEMENTAL SERVICES (for additional “in-scope” services)

In the event the City requires additional in-scope work as described in Appendix A8 Price List, Contractor shall provide a written quotation that includes all costs to complete the supplemental service requested and must receive approval through an executed Supplemental Work Order (Exhibit F) before the start of work. Upon receiving City's written approval to proceed with the supplemental service, Contractor shall perform the supplemental service at a time mutually agreed upon by Contractor and City according to quoted price.

6 ADDITIONAL SERVICES (requires a formal Change Order for “out-of-scope” services)

- 6.1 “Additional Services” are ad hoc services related to those set forth in this Agreement, but not specifically identified herein. Contractor shall provide Additional Services on a level-of-effort basis as authorized in advance, in writing, by the Director of Finance pursuant to Section 7 Change Order Procedure and Authorization.
- 6.2 In the event the City requires Additional Services beyond the Scope of this Agreement, Contractor shall provide a written quotation, at no cost to the City, of the type of Additional Services requested and the time required to complete the requested work.

7 RATES FOR SUPPLEMENTAL AND ADDITIONAL SERVICES

7.1 Professional service rates for Supplemental or Additional services shall not exceed the following:

Labor Rates	Hourly
Software Engineer	\$160
Sr. Software Engineer	\$185
Software Engineering Manager	\$210
System Engineer	\$110
Sr. System Engineer	\$135
System Engineering Manager	\$160
Solution Engineer / Consultant	\$135
Sr. Solution Engineer I Sr. Consultant	\$160
Solution Manager	\$210
Project I Program Manager I Consulting Manager	\$185
Sr. Project I Program Manager I Director of Consulting	\$210
PROP works® - Standard Rate all Consulting and Training	\$210
Network Engineer	\$150
Network Sr. Engineer	\$235
Network Software Engineering	\$235
Network Solution Manager	\$150
Network Project I Program Manager I Consulting Manager	\$150

- 7.2 Reimbursable travel expenses shall be reimbursed based on actual cost but are limited to the current Internal Revenue Service (IRS) maximum rates for mileage and per diems according to the federal government, general services schedule for the continental United States.
- 7.3 Contractor may adjust hourly rates on an annual basis on the anniversary date of Agreement execution upon justification and approval by City. However, in no event, shall the adjusted rates increase by more than 3%.
- 7.4 City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall be consistent with or less than the agreed-upon professional service rates specified above and must be good for at least 90 days.
- 7.5 Quotes must be approved by the City through an executed Supplemental Work Order or Change Order prior to any work being performed.

8 LIQUIDATED DAMAGES (PERFORMANCE BREACHES)

- 8.1 Contractor and City agree that meeting the Service Levels set forth in this Agreement is critical to the City's ability to provide services to the public at the Airport. Contractor and City further agree that City would be damaged by Contractor's failure to meet the Service Levels specified in Exhibit A – Appendix A6, entitled Operation and Maintenance, and that making a precise determination of the amount of damages resulting from Contractor's breach would be impracticable and/or extremely difficult.
- 8.2 THEREFORE, CONTRACTOR AND CITY AGREE THAT IN THE EVENT OF ANY OF THE FOLLOWING "PERFORMANCE STANDARD BREACHES," CONTRACTOR SHALL PAY TO CITY THE AMOUNT SPECIFIED BELOW AS LIQUIDATED DAMAGES FOR THE APPLICABLE BREACH. BY SIGNING BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNTS SET FORTH BELOW HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES.

Reference	Description of Breach	Liquidated Damage Amount
Appendix A6, Section 2.3 and Section 5	Any Emergency Failure that lasts longer than five consecutive days on any system described above (MUFIDS, CUPPS, PMS, AODB, RMS, Local Area Network and VoIP).	\$250 per hour per occurrence.
Appendix A6, Section 2.3 and Section 5	Response Time to calls for Emergency Failures: Failure to respond within 20 minutes of call being placed.	\$250 per hour per occurrence, \$5000 maximum per occurrence
Appendix A6, Section 2.3 and Section 5	Response Time for Non-Emergency Failures: Failure to respond within 20 minutes of call being placed.	\$100 per hour per occurrence, \$2000 maximum per occurrence.

CITY

CONTRACTOR

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By: 
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