

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 27<sup>th</sup> day of March, 2018 ("First Amendment Effective Date"), amends the Product Purchase and Installation Contract ("Agreement") entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and SPX Corporation, a Delaware corporation ("CONTRACTOR").

### **RECITALS**

WHEREAS, the CITY and CONTRACTOR entered into the Agreement on January 13, 2017, for a Bus Rapid Transit Fare Collection System; and

WHEREAS, the Bus Rapid Transit Fare Collection System is a portion of the federally funded Bus Rapid Transit Project, with improvements to the Blackstone Avenue and Ventura Avenue/Kings Canyon Corridors; and

WHEREAS, the CITY and CONTRACTOR now desire with this Amendment to modify the Agreement to allow for the purchase of product and required licenses, provide a reduction in the quantity and services performed as such, and release the CONTRACTOR from certain requirements and liabilities stated in the Agreement, as further set forth herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. **Attachments A, B and C** contain the amendments to the Agreement as agreed by the parties. CONTRACTOR and CITY shall perform as set forth in the Agreement, adjusted as described in **Attachments A, B and C** attached hereto and incorporated herein.
2. The overall contract price set forth in Section 2 of the Agreement remains unchanged.
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. In the event of any conflict between any of the Attachments hereto, the terms and conditions of Attachment A shall control and take precedence over the terms and conditions in Attachments B and C and the terms and conditions of Attachment B shall control and take precedence over the terms and conditions in Attachment C.

4. Except as otherwise amended herein the other terms and conditions of the Agreement entered into by the CITY and CONTRACTOR, dated January 13, 2017, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a municipal corporation

\_\_\_\_\_  
Jim Schaad  
Director of Transportation  
Fresno Area Express/  
Transportation Department

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy


APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:   
Amanda B Freeman      Date  
Senior Deputy      4/25/18

Addresses:  
CITY:  
City of Fresno  
Attention: Susan Rogers,  
Capital Development Specialist  
2223 G Street  
Fresno, CA. 93706-1675  
Telephone: (559) 621-1418  
FAX: (559) 498-4957

Attachments:  
Attachment A - Revisions to Scope of Work  
Attachment B - Costs for Revisions to Scope of Work  
Attachment C - Updated Costs List for Scope of Work

SPX CORPORATION  
a Delaware Corporation

By:   
Name: Kim R. Green

Title: Executive Director

By:  3/27/18  
Name: Ben Andrews

Title: CFO

REVIEWED BY:

\_\_\_\_\_  
Susan Rogers, Capital Development  
Specialist  
Fresno Area Express/  
Transportation Department

SPX Corporation (Genfare):  
Attention: Robert Antonio  
Program Manager  
800 Arthur Ave  
Elk Grove Village, IL 60007  
Telephone: (847) 758-4511  
Mobile: (847) 254-2719

**Attachment A**  
Revisions to Scope of Work  
First Amendment to Product Purchase and Installation Contract between City of Fresno  
("CITY") and SPX Corporation ("CONTRACTOR")

**BUS RAPID TRANSIT FARE COLLECTION SYSTEM**

The Contractor and City agree to the following amendments to the scope of work in the Agreement and shall comply with such requirements as amended to the Agreement. Further information regarding each amendment below and the associated cost amendments are included in Attachment B.

1. CONTRACTOR will reduce the quantity of platform validators from sixty-eight (68) to eight (8); Four (4) are to be installed at four (4) designated station locations and the four (4) remaining to be used as spares. Contractor shall deliver spares to City.
2. CONTRACTOR shall furnish twenty (20) Fast Fare-e validators. Eighteen (18) of these are to be installed onto the eighteen (18) Bus Rapid Transit (BRT) buses with the remaining two (2) to be used as spares. Contractor shall deliver spares to City.
3. CONTRACTOR will reduce the quantity of platform validators to be installed from sixty-six (66) to four (4).
4. CONTRACTOR will reduce the quantity of Limited Use Smart Cards from 500,000 to 0 and CONTRACTOR is released from all obligations and liability related to the Limited Use Smart Cards.
5. CONTRACTOR will integrate the City's contracted payment processor with the Ticket Vending Machine ("TVM") and eFare systems.

CONTRACTOR is released from the requirement of TVM's to be PA/DSS compliant and all obligations and liability associated therewith.

6. CONTRACTOR is released from the requirement of the eFare software and systems to be PCI-DSS compliant and all obligations and liability associated therewith. CONTRACTOR is released from requiring a prompt for a PIN upon acceptance of "DEBIT" bank cards and all obligations and liability associated therewith.
7. CONTRACTOR is released from the requirement of implementing CIPURSE and all obligations and liability associated therewith. In addition to the discount for the removal of this requirement set forth in Attachment B, CONTRACTOR will provide a credit of \$50,000 to be used for the CITY's purchase of equipment or services from CONTRACTOR. The credit will be available for CITY use until the earlier of (a) the full dollar value of the credit has been utilized by CITY or (b) the end of the Warranty Period.
8. CONTRACTOR will not be required to supply smart card readers that are ISO/IEC



14443:2016 compliant. Instead, CONTRACTOR will supply smart card readers that are ISO/IEC 14443 compliant and will support these readers by providing standard bug fixes, patches and the like that are rolled out to other customers for critical functionality of the reader for a period of 10 years after delivery at no additional charge to CITY. For the avoidance of doubt, support for these readers does not constitute warranty; the warranty for the readers is the Warranty Period set forth in the Agreement.

9. CITY is purchasing the eFare Organization account management module.
10. CONTRACTOR is released of the requirement to provide virus detection software and all obligations and liability associated therewith.
11. CONTRACTOR is released of the requirement of providing a router in each of the TVM's and all obligations and liability associated therewith. CONTRACTOR will instead furnish and install a five-port CAT6A termination block for each TVM.
12. CONTRACTOR will provide a credit of \$2,250 for FAX to purchase one MS SQL license, and a credit of \$8,000 to purchase two new Virtual (VM) servers to host the e-Fare and the Network Manager applications.
13. This Amendment includes all applicable sales taxes and fees.
14. The date in Section 6.2.5 of Part B – Compliance Matrix of the Statement of Work in the Agreement is extended from November 17, 2017, to the First Amendment Effective Date. Any delays caused by CITY prior to the Start of Full System Operational Acceptance Test shall further extend this date by the same number of days as the delay caused by CITY. The requirement for CONTRACTOR to provide eFare software was not part of the original scope of work and a start date for the eFare subproject has not been defined by CITY; therefore, all requirements related to eFare in the Agreement (including this Amendment) are excluded for purposes of Section 6.2.5 of Part B – Compliance Matrix of the Statement of Work in the Agreement. CONTRACTOR agrees the eFare software will be made available in the production environment no later than July 15, 2018. CONTRACTOR'S ability to meet this date is specifically contingent upon CITY providing all necessary input no later than March 15, 2018. Any delays caused by CITY prior to the eFare software being made available in the production environment (including without limitation, any delays in providing necessary input as specified in the previous sentence) shall further extend this date by the same number of days as the delay caused by CITY.
15. CONTRACTOR and CITY shall comply with the requirements found in Attachment B.
16. The revised list of items to be purchased by CITY and provided by CONTRACTOR and the pricing of such items is set forth in Attachment C.

## Attachment B – Cost Impact of Scope of Changes

Item #	Item	Description of Change Requested	Reason for Change Requested	Cost Impact of Change
1	Platform Validators	Reduction in quantity of Platform Validators from 68 to 8	Reduction in quantity requested in order to allow riders to tap smart cards while boarding the BRT buses. In addition, reducing the quantity will reduce the possibility of vandalism on validators that are mounted at the stations.	(\$177,000.00)
2a	Fast Fare-e Validators	Addition of 20 Fast Fare-e's	Addition of Fast Fare-e validators requested in order to allow riders to tap smart cards while boarding the BRT buses	\$72,100.00
2b	Fast Fare-e Validators	Addition of 18 Fast Fare-e installations	Installation of Fast Fare-e validators requested in order to allow riders to tap smart cards while boarding the BRT buses.	\$9,900.00
3	Platform Validators	Reduction in quantity of Platform Validators installations from 66 to 4	Installation of the reduced quantity requested in order to allow riders to tap smart cards while boarding the BRT buses. In addition, reducing the quantity will reduce the possibility of vandalism on validators that are mounted at the stations.	(\$60,500.00)
4	Limited Use Smart Cards	Reduction in quantity of Limited Use Smart Cards from 500,000 to 0	Elimination of this line item is requested due to a change in business direction as it relates to the types of media that will be offered by FAX.	(\$175,000.00)
5a	Payment Processor	Integration of Payment Systems with TVM	This change is requested to allow FAX to use their existing contracted payment processor which was not integrated with the Genfare TVM. Genfare will not be required to be PA-DSS compliant.	\$84,990.00
5b	Payment Processor	Integration of Payment Systems with eFare Application	This change is requested to allow FAX to use their existing contracted payment processor which was not integrated with the Genfare e-Fare software application. Genfare will not be required to be PCI-DSS compliant;	\$36,000.00
5c	PA-DSS	Remove PA-DSS requirement	This change in requirements is requested since the City's credit card processor will assume responsibility of PA-DSS compliance liability and Genfare will be released from this liability	\$0.00
5d	PCI-DSS	Remove PCI-DSS requirement	This change in requirements is requested since the City's credit card processor will assume responsibility of PCI-DSS compliance liability and Genfare will be released from this liability	\$0.00
6	PIN Debit	Remove PIN debit requirement	This change in requirements is requested since the city runs debit transactions as credit transactions which does not require the need for a pin pad	\$0.00

7	CIPURSE	Remove CIPURSE requirement	This change in requirements is requested since implementation of CIPURSE will impact compatibility with existing fare collection devices and will require additional development and equipment.	(\$32,486.57) (\$50,000 credit)
8	ISO/IEC 14443	Replacement of ISO/IEC 14443:2016 with ISO/IEC 14443	The smart card reader in the Genfare TVM was certified by the manufacturer prior to this standard being released. Smart card readers are certified to 2016.	\$0.00
9	eFare	Addition of e-Fare Organizations module	Increased functionality of Genfare's e-Fare application. This module is requested to allow FAX's registered organizations (colleges & private companies) and their designated admins to administer accounts allowing users to login and purchase new smart cards and add value to existing smart cards, or manage accounts online simplifying the management of organizational accounts.	\$47,600.00
10	Virus Protection	Remove virus protection requirement	City of Fresno has an existing virus protection software package and is assuming responsibility of on-going virus protection releasing Genfare from this responsibility	\$0.00
11	Router	Removal of router requirement	This change in requirements is requested by the City of Fresno Information Services Department in order to protect its existing IT infrastructure. Genfare will furnish and install a five-port CAT6A termination block at each TVM.	\$0.00
12a	MS SQL License	Credit for purchase of MS SQL License	The FAX database is currently Sybase, but the new VIP software to operate and maintain the TVM's requires the use of an MS SQL database	(\$2,250.00)
12b	Virtual Machine Servers	Credit for virtual machine servers	For optimal system performance, Genfare recommends that FAX create 2 new VM servers to host the e-Fare app and the network manager app, VIP app, and database	(\$8,000.00)
13	Sales Tax	Addition of Sales Tax	Estimated applicable sales tax and fees. Sales tax was not included in the initial bid.	\$257,502.57
	Discount	Discount	Genfare discount to FAX	(\$50,000.00)



### Attachment C – Updated Pricing Table

Equipment/Items	Original Contract				Change Order 1			Difference	Credits (for tracking)	Notes on Credits
	Quantity	C/V Each Price (\$)	C/V Total Price (\$)	Notes	New Quantity	C/V Each Price (\$)	C/V Total Price (\$)			
Ticket Vending Machines (TVM's)	54	\$51,773.00	\$2,795,742.00	2 spares	54	\$51,773.00	\$2,795,742.00	\$0.00		
Platform Validator	68	\$2,950.00	\$200,600.00	8 spares	8	\$2,950.00	\$23,600.00	\$177,000.00		
Platform Validator Stanchions (66)	0	\$1,890.00	\$0.00	6 spares	0	\$1,890.00	\$0.00	\$0.00		
HTID with Charger	16	\$3,845.00	\$61,520.00	4 spares	16	\$3,845.00	\$61,520.00	\$0.00		
Fare Media, magnetic	250,000	\$0.15	\$37,500.00	all spares	250,000	\$0.15	\$37,500.00	\$0.00		
Fare Media, Limited Use Smart Card	500,000	\$0.35	\$175,000.00	all spares	0	\$0.35	\$0.00	\$175,000.00		
Receipt Paper Rolls	260	\$2.00	\$520.00	all spares	260	\$2.00	\$520.00	\$0.00		
Software Licenses	n/a	Included	Included	all equipment	n/a	Included	Included	\$0.00		
Software Applications (Clearinghouse)	1	\$25,512.00	\$25,512.00	all required	1	\$25,512.00	\$25,512.00	\$0.00		
Maintenance (years) (option)	0	\$201,000.00	\$0.00	all inclusive	0	\$201,000.00	\$0.00	\$0.00		
Misc/other items - see below	n/a				n/a					
TVM Installation	54	\$1,850.00	\$99,900.00		54	\$1,850.00	\$99,900.00	\$0.00	\$3,700	Track separately - TVM installations were 52
Platform Validator Installation	66	\$950.00	\$62,700.00		4	\$550.00	\$2,200.00	\$60,500.00		
Change Card Feature	1	\$16,123.00	\$16,123.00		1	\$16,123.00	\$16,123.00	\$0.00		
Initial Maintenance Set-up Costs	1	\$101,000.00	\$101,000.00		1	\$101,000.00	\$101,000.00	\$0.00		
1st - 2nd Year Warranty / Maintenance	2	\$201,000.00	\$402,000.00		2	\$201,000.00	\$402,000.00	\$0.00		
Printer Encoding Machine (PEM)	0	\$17,860.00	\$0.00		0	\$17,860.00	\$0.00	\$0.00		
Fast Fare					20	\$3,605.00	\$72,100.00	-\$72,100.00		
Fast Fare Installation					18	\$550.00	\$9,900.00	-\$9,900.00		
FAX Payment Processor Integration (TVM)					1	\$84,990.00	\$84,990.00	-\$84,990.00		
FAX Payment Processor Integration (eFare Classic) - no PCHSS Cert					1	\$36,000.00	\$36,000.00	-\$36,000.00		
eFare Classic with Organizations					1	\$47,600.00	\$47,600.00	-\$47,600.00		
Credit for MS SQL License					1	-\$2,250.00	-\$2,250.00	\$2,250.00	\$2,250	Track separately - credit for MSSQL
Credit for Virtual Machine Servers					1	-\$8,000.00	-\$8,000.00	\$8,000.00	\$8,000	Track separately - credit for VM's
Discount - FAX Payment Processor Integration					1	-\$50,000.00	-\$50,000.00	\$50,000.00		
Discount - CIPURSE Removal					1	-\$32,486.57	-\$32,486.57	\$32,486.57		
Credit for spares - not to exceed \$50,000 - CIPURSE Removal					1	\$0.00	\$0.00	\$0.00	\$50,000	Track separately - credit for spares for CIPURSE removal
Total Spares Parts	lot	\$283,027.00	\$283,027.00		lot	\$283,027.00	\$283,027.00	\$0.00		
Sales Tax					1	\$257,502.57	\$257,502.57	-\$257,502.57		
Total Equipment/Items Price			\$4,261,144.00				\$4,264,000.00			
		Contract Value =	\$4,264,000.00			Contract Value =	\$4,264,000.00			
		Difference =	\$2,856.00			Difference =	\$0.00			