

AMENDMENT NO. 1 TO CONTRACT NO. H1656-15

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND

MASABI, LLC

FOR

MOBILE/ONLINE TICKETING

This Contract Amendment, effective March 3, 2017 is entered into by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter "Authority") and MASABI, LLC (hereinafter "Contractor/Consultant").

RECITALS

WHEREAS:

- I. Authority and Contractor/Consultant entered into an agreement for Mobile Online Ticketing on March 15, 2015.
- II. The Authority hereby amends the contract under Amendment No. 1 to revise Article 3, Payment, to increase contract authority by Two Million Two Hundred Forty Six Thousand (\$2,246,000) for a new total contract authorization not-to-exceed amount of Three Million Eight Hundred Forty Six Thousand (\$3,846,000) and Attachment A, Scope of Services.

NOW, THEREFORE, Authority and Contractor/Consultant hereby:

- I. Amend Article 4, Payment, Paragraph A, to delete paragraph and replace with the following:

Authority's maximum cumulative payment obligation under the Agreement shall not exceed Three Million Eight Hundred Forty Six Thousand (\$3,846,000), including all amounts payable to Contractor/Consultant for all costs, including but



not limited to direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit.

Cost Proposal and Terms is amended as follows:

A) Development & Service Fees: (Total \$295,000)

1. \$30K Work Authorization Fee
2. \$130K upon completion of Development stage
3. \$25K upon initiation of Configuration and Lab Test
4. \$25K upon completion of Configuration and Lab Test
5. \$60K for hardware purchase and configuration
6. \$25K upon completion of Pilot installation and Testing

B) Support & License Fees: Embedded Inspect (\$343,500 per year)

1. Embedded Inspect License: \$274,800 total per year
2. Support and Return to Base: \$25 per unit per month for up to 229 units (\$68,700 per year)
3. Total Fees: Year 1: \$638,500 Year 1; \$343,500 (\$28,625 monthly) Recurring Each Year thereafter.
4. License & Support Fees to be payable monthly upon successful pilot phase signoff.

II. Amend Attachment A, Scope of Services, to incorporate the following:

9. Integration Requirements for Optical Reader Installation, Development and Maintenance on Metro Fare Gates

- a. Development*. Masabi will perform all software development, unit testing, configuration, integrations, and necessary enhancements to the JustRide platform to support this program.
- b. Configuration and lab testing*. Masabi will work with Cubic verify the functionality of the software API and barcode scanning hardware. Upon completion, Masabi will work with Cubic to display this functionality at the Metro lab.
- c. Hardware purchase. Masabi will procure all hardware. Delivery times vary but Masabi recommends one month procurement timeframe for delivery of all required devices. Payment due upon order confirmation to ensure project timeline.
- d. Pilot installation and testing. Masabi recommends that Metrolink start with a pilot phase at a limited number of stations. During this phase, Masabi will be in a heightened support mode and available in Los Angeles to address any issues. Recommended pilot length is 1-2 weeks.
- e. Full gate deployment and installation. Based on successful pilot results, remaining stations can be deployed based on Cubic support for all installation needs.

Dependencies and Constraints

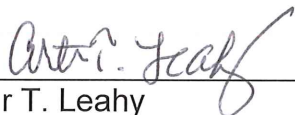
*Dependencies on Cubic. Configuration and lab testing must be completed no later than April 28, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed as of the day and year first therein above written.

MASABI, LLC

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

By: 
Anthony Iantosca
Senior Account Manager
VP OF SERVICES

By: 
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

Don O. Del Rio
General Counsel

