AMENDMENT NO. 4
TO
PROFESSIONAL SERVICES SUBCONTRACT
BETWEEN
PARSONS BRINCKERHOFF, INC.
AND
MEDIA BEEF, INC.
DATED June 20, 2013

THIS Amendment, effective as of July 1, 2015, is made and entered into by and between **PARSONS BRINCKERHOFF, INC**. ("PB") and **MEDIA BEEF, INC.** ("Subcontractor").

RECITALS

PB entered into contract dated 7/1/2011 (the "Prime Agreement") with the Metropolitan Transportation Commission ("MTC" or "Client"), for the performance of certain technical and professional services in support of the 511 Regional Ridesharing and Bicycling Program (FY 2011-12 to 2015-16) Project (the "Project").

PB solicited Subcontractor to provide Website and Server support services required under the Prime Agreement ("Services"), and PB and Subcontractor entered into a subcontract for same dated June 20, 2013, as modified by Amendment No. 1 dated June 20, 2013, Amendment No. 2 dated November 15, 2013 and Amendment No. 3 dated June 1, 2014 (the "Subcontract").

PB and Subcontractor now desire to amend the Subcontract to revise the scope of services to be performed and associated fees, and provide for a net increase in the maximum not-to-exceed compensation payable under the Subcontract.

Therefore, for the consideration hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which the parties hereto by their signatures below affirm, the parties do mutually agree as follows:

TERMS

The above recitals are incorporated herein and made a part hereof as if fully set forth.

A. Attachment 2 – Amendment 3, Scope of Services. Attachment 2 – Amendment 3 is hereby revised with the Attachment 2 – Amendment 4, Scope of Services, annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.

B. Attachment 3 – Amendment 3, Compensation. Attachment 3 is hereby deleted in its entirety and replaced with the Attachment 3 – Amendment 4, Compensation, annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.

C. Article 3: Compensation. The maximum-not-to-exceed amount of this Subcontract, as set forth Article 3, is increased by **$63,670.00**, for a revised maximum not-to-exceed **THREE HUNDRED FIFTY-ONE THOUSAND, THREE HUNDRED TWENTY AND NO/100 DOLLARS ($351,320.00)**."

D. All other terms and conditions of the Subcontract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4, effective as of the date first written above.

PARSONS BRINCKERHOFF, INC.

BY: _____
Signature
Jim Bourgart, Vice President

MEDIA BEEF, INC.

BY: _____
Signature
Michael Hemry, President

ATTACHMENT 2 – AMENDMENT 4

SCOPE OF SERVICES

Scope of Services shall be revised to include the following:

I. 511 RIDEMATCH SERVICE AND 511 SCHOOLPOOL WEBSITES

A. TEST ENVIRONMENT

Subcontractor shall maintain the dedicated test environment for the 511 RideMatch Service and 511 Schoolpool websites from July 1, 2015 through June 30, 2016.

B. ON-CALL SUPPORT

Subcontractor shall provide on-call support from July 1, 2015, through June 30, 2016.

II. SB1339 WEB APPLICATION (MAIN WEBSITE APPLICATION AND FEATURES/FUNCTIONALITY)

B. WEBSITE ADMINISTRATION SUPPORT

Subcontractor shall perform website Administration Support on an on-going basis from October 1, 2015 through June 30, 2016

III. CLOUD BASED HOSTING (RIDEMATCH/SCHOOLPOOL; RIDESHARE/BICYCLING; SB1339)

A. TASKS

1. RIDESHARE AND BICYCLING

c. Subcontractor shall continue to provide the following Monitoring/Maintenance from July 1, 2015 through June 30, 2016:

i. Monitoring network connectivity
ii. Operating system patches and updates
iii. Daily backups with 14-day retention policy
iv. System performance reports

2. RIDEMATCH AND SCHOOLPOOL

c. Subcontractor shall continue to provide the following Monitoring/Maintenance from July 1, 2015 through June 30, 2016:

i. Monitoring network connectivity
ii. Operating system patches and updates
iii. Daily backups with 14-day retention policy
iv. System performance reports

3. SB1339 (Bay Area Commuter Benefits Program)

c. Subcontractor shall continue to provide the following Monitoring/Maintenance from July 1, 2015 through June 30, 2016:

i. Monitoring network connectivity
ii. Operating system patches and updates
iii. Daily backups with 14-day retention policy
iv. System performance reports

B. HOSTING COSTS

Hosting costs shall continue at the rates below from July 1, 2015 through June 30, 2016:

Website	Initial Cost	Monthly Core Cost	Monthly Maintenance Cost
Rideshare/Bicycling (starting 7/1/2014)	$1,200	$720	$480
RideMatch/SchoolPool (starting 7/1/2014)	$25,000*	$1,280	$750
Commuter Benefits Program (starting 4/1/2014)	$0**	$720	$480
Total:	**$26,200**	**$2,720**	**$1,710**

* Includes $16,500 for code re-write per security audit
** Cost included in programming contract

V. RideMatch System Enhancements FY2015-2016

Enhancement list items (TBD) "Extra Work" items as defined in Article III(b) above .

VI. Park and Ride Map Update on Rideshare

Subcontractor shall:

A. Create base map using a blend of HTML5, Jquery, and the Google Javascript API v

B. Create custom XML data feed from the existing Microsoft SQL Server database for all Park and Ride locations with the following data points:
   - Latitude, Longitude
   - Location City
   - Location Name
   - Number of Spaces
   - Lighting
   - Bike Parking
   - Custom URL for origin-based transit trip planning
   - Custom URL for destination-based transit trip planning
   - Custom URL for lot diagram
   - Custom URL for Caltrans info
   - More Information (text)

C. Create custom XML data feed from the existing Microsoft SQL Server database for all Bridge Toll locations with the following data points:
   - Latitude, Longitude
   - Location Name
   - Toll Amount
   - Toll Crossing
   - Carpool/Vanpools
   - Motorcycles & Clean Air Vehicles
   - Public Transit
   - Custom URL for lane diagram
   - Custom URL for additional info

D. Create custom XML data feed from the existing Microsoft SQL Server database for all HOV lanes with the following data points:
   - Start Latitude, Longitude
   - End Latitude, Longitude
   - Occupancy
   - Location Description
   - Location Freeway
   - Northbound Hours
   - Southbound Hours
   - Eastbound Hours

- Westbound Hours

E. In addition to integrating with the existing MS SQL data repositories, Subcontractor shall also duplicate the "checkbox" functionality to turn off and on groups of markers. A test URL shall be provided to preview the map before we launch to the main rideshare.511.org website, but the end product will be virtually identical to the existing map being implemented.

VII. SB1339 Employer Year 2 Annual Update Enhancement

A. On the one-year date from the employers last survey completion date the system would send the Reporting Commuter Benefit Coordinator ("RCBC"), and CC the Alternate Contact Person (if available), an email.

1. The 50+ employers would get an email telling them they are required to update their information annually.
2. The <50 employers that previously opted out would get a brief email stating that if they now have 50 or more employees they are subject to the rule and now must register.
3. The content of the emails will be provided by the client, but will include a summary of the program, link to the login page, and directions on how to reset their password (for example if the RCBC is no longer on staff).

B. The RCBC will verify the following existing information:

1. Employer main address and industry type
2. RCBC contact and location information
3. Full-time and covered employee count (50+, <50 with benefits, or <50 without benefits)

C. When <50 employers click the Next button, they will get a thank you page.

D. When 50+ employers click the Next button, they will get a review page where they can verify/edit the following information:

1. Contact info for RCBC and Alternate Contact
2. Location information including # of full-time and covered employees
3. Benefit information for each location
4. Add additional new questions:
   i. Were Commuter Benefits offered prior to March 26, 2014? (This question gets removed from Options 1-3 and placed here)
   Yes o No My company started offering Commuter Benefit Options on _____
   ii. As of today, how many employees in the SF Bay Area are participating in your commuter benefits program?
5. Confirm the employee notification (add text that registration requires annual notification to employees)
6. Confirm the Terms and Conditions

E. When 50+ employers click the Submit button, they will get a thank you, which may include the ability to allow them to print a summary.

F. Schedule: Subcontractor shall complete on or before August 1, 2015.

ATTACHMENT 3 –AMENDMENT 4

COMPENSATION

Activities and Deliverables	Timeline	Compensation
IA: TEST ENVIRONMENT for 511 RideMatch Service and 511 Schoolpool Service	COMPLETED	$15,000 fixed price
IB: ON_CALL SUPPORT for 511 RideMatch Service and 511 Schoolpool Service	Ongoing through June 30, 2016	$2,000 per month flat fee Maximum not to exceed $72,000
IIA: SB1339 WEBSITE APPLICATION WITH ENHANCED ADMIN FUNCTIONS	COMPLETED	$28,000 fixed price payable based on percent complete
IIB: SB1339 WEBSITE ADMINISTRATION	Ongoing through September 30, 2016	Maximum not to exceed $9,000
IIC: SB1339 WEBSITE ADMINISTRATION	October 1, 2015 through June 30, 2015	Maximum not to exceed $9,000
III: CLOUD BASED HOSTING	Rideshare/Bicycling: Ongoing through June 30, 2016 RMS/Schoolpool: Ongoing through June 30, 2016 SB1339: Ongoing through June 30, 2016	Maximum not to exceed $136,120 (see Scope of Services for breakdown)
IV: SB1339 ENHANCED ADMINISTRATIVE MODULE	COMPLETED	$7,500 fixed price
V: RIDEMATCH SERVICE ENHANCEMENTS FY2014-2015	COMPLETED	Maximum not to exceed $30,000
VI: PARK AND RIDE MAP UPDATE ON RIDESHARE	COMPLETED	$7,200 fixed price
VII: RIDEMATCH SERVICE ENHANCEMENTS FY2015-2016	Ongoing through June 30, 2016	Maximum not to exceed $25,000
VIII: SB1339 EMPLOYER YEAR 2 UPDATE ENHANCEMENT	To be completed by August 1, 2015	$12,500 fixed price