CHANGE ORDER 4

Pursuant to Section 7 of the Agreement for a "Fire Station Alerting System" between the City of San José (the "City") and US Digital Designs, Inc. ("Contractor"), the Agreement is hereby amended as follows:

1. The following additional maintenance services are hereby added for equipment purchased and installed under a separate agreement for the newly built Station 20 as well as Station 37 equipment added in Change Order 3 and costs are adjusted as follows:

See Fourth Revised Appendix A4 - Price List (this Change Order 4)	Year 4 (10/1/22 – 9/30/23)	Year 5 (5/01/23-4/30/24)	Net Change
Maintenance	\$5,157.97	\$9,479.84	\$14,637.81
Total	\$5,157.97	\$9,479.84	\$14,637.81

2. Section 8 "Compensation," is hereby amended to read as set forth below:

City shall pay Contractor an amount not to exceed **One Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Three Dollars and Twenty-Seven Cents (\$1,372,433.27)** during the Initial Term ("Maximum Compensation"). The terms, rates, and schedule of payment are set forth in the attached Fourth Revised Exhibit B, "Compensation/Payment Schedule." Contractor shall submit to City invoices at the completion of each milestone that include a breakdown of Services as provided in attached Fourth Revised Exhibit B, entitled "Compensation/Payment Schedule."

The compensation for the software subscription license shall be as set forth in Exhibit D to the extent it is not specified in Fourth Revised Exhibit B. City will make payments to Contractor within thirty (30) days after the date of approval of each undisputed invoice. City will make payments when due in the form of a check, or wire transfer drawn on a U.S. financial institution.

- **3.** Revised Appendix A1 "Installation Locations" is hereby amended to read as set forth in Second Revised Appendix A1, which is attached hereto and incorporated herein.
- 4. Third Revised Appendix A4 "Price List" is hereby amended to read as set forth in Fourth Revised Appendix A4, which is attached hereto and incorporated herein.
- 5. Third Revised Exhibit B "Compensation/Payment Schedule" is hereby amended to read as set forth in the Fourth Revised Exhibit B, which is attached hereto and incorporated herein.
- 6. All general terms and conditions of the Agreement not expressly modified by this Change Order shall remain in full force and effect.

Total Cost of Change	Change Order 4	\$14,637.81
Previous Amendments and Change Orders	Change Order 1	29,923.46
	Change Order 2	3,505.36
	Change Order 3	42,201.64

Original Contract	1,282,165.00
New Contract Amount	\$1,372,433.27
ACCEPTANCE	APPROVED AS TO FORM
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	Johnny Phan
such work other than as set forth herein.	Email: johnny.phan@sanjoseca.gov Date: 12/14/2022 GMT
	Johnny Phan
US Digital Designs, Inc. ("Contractor")	Chief Deputy City Attorney
Email: asim.akram@honeywell.com Email: asim.akram@honeywell.com Date: 12/14/2022 GMT	City of San José
Asim Akram General Manager	Vichie J. Davis
	Email: vickie.davis@sanjoseca.gov Date: 12/14/2022 GMT
	Vickie Davis
	IT & Strategic Procurement Manager

SECOND REVISED APPENDIX A1 – INSTALLATION LOCATIONS

1. Primary & Secondary Dispatch

Primary Dispatch

San José Fire Department Communications Center

2. Thirty-six Fire Stations

Station 1 225 North Market Street San José, CA 95110 Station 2 2949 Alum Rock Avenue San José. CA 95127 Station 3 98 Martha Street San José, CA 95112 Station 4 710 Leigh Avenue San José, CA 95128 Station 5 1380 North 10th Street San José, CA 95112 **Station 6** 1386 Cherry Avenue San José, CA 95125 Station 7 800 Emory Street San José, CA 95126 **Station 8** 802 East Santa Clara Street San José, CA 95112 **Station 9** 3410 Ross Avenue San José, CA 95124 **Station 10** 511 South Monroe Street San José, CA 95128 Station 11 2840 The Villages Parkway San José, CA 95135 Station 12 5912 Cahalan Avenue San José, CA 95123 Station 13 4380 Pearl Avenue San José, CA 95136 Station 14 1201 San Tomas Aquino Road San José, CA 95117 Station 15 1248 Blaney Avenue San José, CA 95129

Station 16 2001 South King Road San José, CA 95122 Station 17 5170 Coniston Way San José, CA 95118 Station 18 4430 Monterey Highway San José, CA 95111 Station 19 3292 Sierra Road San José, CA 95132 Station 20 (Modified this CO 4) 1433 Airport Boulevard San José, CA 95110 1120 Coleman Ave San José, CA 95110 Station 21 2100 S White Rd San José, CA 95148 Station 22 6461 Bose Lane San José, CA 95120 Station 23 1771 Via Cinco de Mayo San José, CA 95132 Station 24 1924 Yerba Buena Road San José, CA 95121 Station 25 1525 Wilson Way San José, CA 95002 Station 26 528 Tully Road San José, CA 95111 Station 27 6027 San Ignacio Road San José, CA 95119 **Station 28** 19911 McKean Road San José, CA 95120 Station 29 199 Innovation Drive San José, CA 95134 Station 30 454 Auzerais Avenue San José, CA 95126

<u>Secondary Dispatch</u> San José Fire Department Alternate Communications Center

> Station 31 3100 Ruby Avenue San José, CA 95135 Station 32 N/A (Address intentionally omitted) **Station 33** 2933 St Florian Way San José, CA 95136 Station 34 1634 Las Plumas Avenue San José, CA 95133 Station 35 135 Poughkeepsie Road San José, CA 95123 Station 37 (Added - CO 3) 2191 Lincoln Ave San José, CA 95125 **Electrical Shop** 1661 Senter Rd San José, CA 95112

FOURTH REVISED APPENDIX A4 – PRICE LIST

1. Primary Dispatch Center (San José Fire Department Communications Center)

			Initial Term					
			On-Going Services					
Description of Cost Elements	Otv	Cost to Implement	Year 1 (5/01/19- 4/30/20)	Year 2 (5/01/20- 4/30/21)	Year 3 (5/01/21- 4/30/22)	Year 4 (5/01/22- 4/30/23)	Year 5 (5/01/23- 4/30/24)	TOTAL
1. Equipment	χŋ	Implement	1/00/20)	1/00/21)	1/00/22)	1/00/20)	1/00/21)	TOTIL
 G2 Communications Gateway Multi-Port Ethernet Interface (8 ports) G2 Gateway Audio Radio Interface 	1 1 1	\$8,325.00 1,057.50 1,696.50						\$8,325.00 1,057.50 1,696.50
2. Interfaces								
CAD Interface Radio System Interface	1	9,801.00 12,285.00						9,801.00 12,285.00
3. Professional Services:								
 Gateway Configuration/Modification (Modified - CO 3) Gateway Installation and Start-up Gateway Project Management Training- System Administrator Training-Dispatch Operator Training-Installation & Troubleshooting 	50* 1 1 1 1 1	12,600.00 5,242.50 596.97 2,160.00 2,160.00 3,892.50						12,600.00 5,242.50 596.97 2,160.00 2,160.00 3,892.50
4. Maintenance:								
 Warranty (18 months) Annual Support/Maintenance (commencing after Warranty Period) 	1.5 1	0.00	2,984.85	2,984.85	2,984.85	2,984.85	2,984.85	14,924.25
5. Shipping	1	126.00						126.00
PRIMARY DISPATCH TOTAL *50 hours of software development for the ir		\$59,942.97	\$2,984.85	\$2,984.85	\$6,490.21 \$2,984.85	\$2,984.85	\$2,984.85	\$78,372.58 \$74,867.22

50 hours of software development for the implementation. 12 hours of software development for Year 3 (5/01/21-4/30/22). (Deleted – CO 3)

2. Backup Dispatch Center (San José Fire Department Alternate Communications Center)

			Initial Term					
				On-	-Going Servi	ces		
Description of Cost Elements	Ofv	Cost to Implement	Year 1 (5/01/19- 4/30/20)	Year 2 (5/01/20- 4/30/21)	Year 3 (5/01/21- 4/30/22)	Year 4 (5/01/22- 4/30/23)	Year 5 (5/01/23- 4/30/24)	TOTAL
	Qıy	Implement	4/30/20)	4/30/21)	4/30/22)	4/30/23)	4/30/24)	IOTAL
1. Equipment	1	¢0.225.00						\$0.225.00
G2 Communications Gateway Pair		\$8,325.00						\$8,325.00
Multi-Port Ethernet Interface Pair	1	1,057.50						1,057.50
G2 Gateway Audio Radio Interface	1	1,696.50						1,696.50
2. Interfaces								
 Backup CAD Interface – Intergraph 	1	4,900.50						4,900.50
Backup Radio Interface	1	6,142.50						6,142.50
3. Professional Services:								
Gateway Configuration/Modification	25	6,300.00						6,300.00
 Gateway Installation & Start-up 	1	5,242.50						5,242.50
Gateway Project Management	1	508.76						508.76
4. Maintenance:								
• Warranty (18 months)	1.5	0.00						
Annual Support/Maintenance	1	0.00	2,543.81	2,543.81	2,543.81	2,543.81	2,543.81	12,719.05
(commencing after Warranty Period)								
5.Shipping	1	126.00						126.00
BACK-UP DISPATCH TOTAL		\$34,299.26	\$2,543.81	\$2,543.81	\$2,543.81	\$2,543.81	\$2,543.81	\$47,018.31

3. Basic Station Design (One Station Cost, no install)

		Initial Term						
			On-Going Services					
Description of Cost Elements	Qty	Cost to Implement	Year 1 (5/01/19- 4/30/20)	Year 2 (5/01/20- 4/30/21)	Year 3 (5/01/21- 4/30/22)	Year 4 (5/01/22- 4/30/23)	Year 5 (5/01/23- 4/30/24)	TOTAL
1. Software Licenses:								
 G2 VoiceAlert (perpetual License) G2 Mobile FSAS App (included)¹ 	1 24	\$834.30 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$834.30 0.00
2. Equipment								
 A. Station Controller G2 ATX Station Controller 	1	18,000.00						18,000.00
 B. Station Peripherals G2 Message Sign, Digital LED ATX UPS, Standard Shelf/Bracket, Wall-Mount for UPS 	1 1 1	945.00 830.70 51.30						945.00 830.70 51.30
3. Professional Services								
 Station Configuration & Start-Up Station Project Management Station Engineering/Design Services Station Documentation 	1 1 1 1	1,189.62 376.71 198.27 29.74						1,189.62 376.71 198.27 29.74
4. Maintenance:								
 Warranty (18 months) Annual Support/Maintenance (commencing after Warranty Period) 	1.5 1	0.00 0.00	1,859.52	1,859.52	1,859.52	1,859.52	1,859.52	9,297.60
5. Shipping	1	360.00						360.00
STATION TOTAL (1 Station)		\$22,815.64	\$1,859.52	\$1,859.52	\$1,859.52	\$1,859.52	\$1,859.52	\$32,113.24
STATION TOTAL (34 Stations and 1 Back-up located at Electrical Shop) (Modified this CO 4)		\$798,547.40	\$65,083.20	\$65,083.20	\$65,083.20	\$65,083.20	\$65,083.20	\$1,123,963.40

¹ Offered at no additional cost (in groups of 24 Licenses per ATX purchased, 24x35=840), provided the System is under warranty or annual support coverage has not lapsed. Otherwise, the license unit price is \$97.20/year.

4. SYSTEM TOTAL (Modified this CO 4)

		Initial Term							
Description of Cost Elements	Cost to Implement	Year 1 (5/01/19- 4/30/20)	Year 2 (5/01/20- 4/30/21)	Year 3 (5/01/21- 4/30/22)	Year 4 (5/01/22- 4/30/23)	Year 5 (5/01/23- 4/30/24)	SYSTEM TOTAL		
Cost to Implement	\$892,789.63	\$0.00	\$0.00	\$41,788.66	\$0.00	\$0.00	\$934,578.29		
On-Going Services	0.00	70,611.86	70,611.86	75,769.81	76,930.35	85,249.71	379,173.59		
(after Warranty Period)									
YEARLY TOTAL	\$892,789.63	\$141,223.72	\$141,223.72	\$188,170.33	\$147,542.21	\$155,861.57	\$1,245,848.93		

5. Basic Station Design - Station 37, No Install (Revised this CO 4)

Initial Term Initial Term Description of Cost Elements Qty (Soft Variable Structure) Year 1 Year 2 Year 4 Year 5 (5/01/2)- (5/01/2)- (5/01/2)- (5/01/2)- (5/01/2)- (5/01/2)- (4/30/21) (4/30/21) (4/30/22) (4/30/23) (4/30/23) (4/30/24) TOTAL Isoftware Licenses 1 (See Year 3) (4/30/20) (4/30/21) (4/30/22) (4/30/23) (4/30/23) (4/30/24) TOTAL Isoftware Licenses 1 (See Year 3) (4/30/21) (4/30/22) (4/30/23) (4/30/23) (4/30/24) TOTAL Isoftware Licenses 1 (See Year 3) (4/30/21) (4/30/21) (4/30/23) (4/30/23) (4/30/24) TOTAL Isoftware Licenses 1 (See Year 3) (4/30/21) (4/30/24) TOTAL (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25) (5/01/25)			I					i	
Description of Cost Elements Cost to Implement Year 1 (5/01/19- 4/30/20) Year 2 (5/01/20- 4/30/21) Year 3 (5/01/21- 4/30/22) Year 4 (5/01/22- 4/30/23) Year 5 (5/01/23- 4/30/23) TOTAL 1. Software Licenses 1 4/30/20) 4/30/20) 4/30/23) 4/30/23) 4/30/24) TOTAL 0.2 VoiceAlert (perpetual License) 1 5 5 50.00 50.00 50.00 50.00 50.00 0.00 0.00 0.00 50.00 0.00 <td< th=""><th></th><th></th><th colspan="6">Initial Term</th><th></th></td<>			Initial Term						
Description of Cost Elements Implement Qty (5/01/19- (See Year 3) (5/01/20- (J/30/20) (5/01/21- (J/30/22) (5/01/22- (J/30/23) (5/01/23- (J/30/23) TOTAL I. Software Licenses					On-(Going Servi	ces		
Description of Cost Elements Uty Implement (5/01/19- 4/30/20) (5/01/21- 4/30/21) (5/01/21- 4/30/23) (4/30/21) (5/01/21- 4/30/23) (4/30/21) (5/01/21- 4/30/23) (5/			Cost to	Year 1	Year 2	Year 3	Year 4	Year 5	
Description of Cost Elements Qty (See Year 3) 4/30/20) 4/30/21) 4/30/23) 4/30/24) TOTAL I. Software Licenses Image: Control of Cost Elements Image: Control of Cost Elements Image: Cos			Implement	(5/01/19-	(5/01/20-	(5/01/21-		(5/01/23-	
62 VoiceAlert (perpetual License) 1 62 Mobile FSAS App (included)' 24 8 G2 Mobile FSAS App (included)' 24 9 G2 Mobile FSAS App (included)' 1 9 G2 ATX Station Controller 1 9 G2 Massage Sign, Digital LED 2 9 G2 Resage Sign, Digital LED 2 9 G2 Room Remote 2 Module/2017 v.2 5 C. Modernization Kit 1 • UPS - Rack Mount (1500VA) 990.00 3. Professional Services 1 1 2,902.27 9 Station Documentation 1 1 2,902.27 10.01.56 356.93 11 2,902.27 11 1.001.56 12 3.40.00 3.510.00 94.00 3.56.93 54.08 3.510.00 54.08 4. Maintenance 0 4. Maintenance 1 5. Shipping 1 6. Miscellaneous 1 </th <th>Description of Cost Elements</th> <th>Qty</th> <th></th> <th></th> <th></th> <th>`</th> <th></th> <th></th> <th>TOTAL</th>	Description of Cost Elements	Qty				`			TOTAL
G2 Mobile FSAS App (included) 24 0.00 \$0.00	1. Software Licenses					, i i i i i i i i i i i i i i i i i i i			
2. Equipment 1 A. Station Controller 1 G2 ATX Station Controller 1 Rack Mount Ears for ATX or EXP2 1 B. Station Peripherals 1,890.00 G2 Message Sign, Digital LED 2 G2 Message Sign, Digital LED 2 G2 Room Remote 2 Module/2017 v.2 5 C. Modernization Kit 990.00 UPS – Rack Mount (1500VA) 990.00 3. Professional Services 2 Station Droject Management 1 Station Engineering/Design Services 1 Station Documentation 1 4. Maintenance 0.00 Warranty (12 months) 1 Annual Support/Maintenance 1 Warranty (12 months) 1 Annual Support/Maintenance 1 Maintenance 1 Moded this CO 4) 1 S. Shipping 1 A. Maintenance 1 California Cost Recovery Fee 1	G2 VoiceAlert (perpetual License)	1				\$0.00			\$0.00
A. Station Controller 1 G2 ATX Station Controller 1 Rack Mount Ears for ATX or EXP2 1 B. Station Peripherals 1,890.00 G2 Message Sign, Digital LED 2 G2 Move Remote Version Remote 2 Module/2017 v.2 5 C. Modernization Kit 990.00 UPS – Rack Mount (1500VA) 990.00 3. Professional Services 0 Station Engineering/Design Services 0 Station Documentation 1 1 0.00 3. Station Peripherals 0 • UPS – Rack Mount (1500VA) 990.00 3. Professional Services 0 • Station Engineering/Design Services 0 1 0.00 3. Station Documentation 1 4. Maintenance 0 • Warranty (12 months) 1 1 0.00 0.00 0.00 3. Shipping 1 6. Miscellaneous 0 6. Miscellaneous 0 6. Miscellaneous 1 6. Miscellaneous 1 6. Miscellaneous	• G2 Mobile FSAS App (included) ¹	24				0.00	\$0.00	\$0.00	0.00
• G2 ATX Station Controller 1 1 19,575.00 19,575.00 • Rack Mount Ears for ATX or EXP2 1 1 19,575.00 48.60 48.60 B. Station Peripherals 2 2 3,510.00 3,510.00 3,510.00 3,510.00 3,510.00 9,112.50 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 3,16,135 <td>2. Equipment</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	2. Equipment								
0.2.41A Station Controlled 1 48.60 48.60 8. Station Peripherals 1,890.00 3,510.00 9,112.50 0.2. Message Sign, Digital LED 2 2 3,510.00 9,112.50 0.2. Modernization Kit 990.00 990.00 990.00 990.00 3. Professional Services 1 2,902.27 1,001.56 1,001.56 Station Project Management 1 1,001.56 356.93 356.93 Station Deumentation 1 3,408 48.60 0.00 Maintenance 1 0.00 0.00 3,161.35 3,161.35 Variatly (12 months) 1 1 494.00 494.00 494.00 6. Miscellaneous 1 494.00 494.00 494.00	A. Station Controller								
Nack Moduli Ears IOTATX OF EAP2 1.890.00 1.890.00 3.510.00 3.510.00 3.510.00 3.510.00 9.112.50 1.101.56 1.101.56 3.101.55 3.161.35	G2 ATX Station Controller	1							
• G2 Message Sign, Digital LED 2 1,690.00 3,510.00 • G2 HDTV Remote Module 4 3,510.00 9,112.50 3,510.00 • G2 Room Remote 2 Module/2017 v.2 5 9 9,112.50 9,112.50 C. Modernization Kit 990.00 990.00 990.00 990.00 3. Professional Services 2 2,902.27 1,001.56 1,001.56 • Station Configuration & Start-Up 1 2,902.27 1,001.56 356.93 • Station Engineering/Design Services 1 1,001.56 356.93 356.93 • Station Documentation 1 0.00 0.00 3,161.35 3,161.35 4. Maintenance 1 0.00 0.00 3,161.35 3,161.35 • Warranty (12 months) 1 1 0.00 0.00 3,161.35 3,161.35 • Maircellaneous 1 494.00 494.00 494.00 494.00	 Rack Mount Ears for ATX or EXP2 	1				48.60			48.60
• G2 Message Sign, Digital LED 2 1,690.00 3,510.00 • G2 HDTV Remote Module 4 3,510.00 9,112.50 3,510.00 • G2 Room Remote 2 Module/2017 v.2 5 9 9,112.50 9,112.50 C. Modernization Kit 990.00 990.00 990.00 990.00 3. Professional Services 2 2,902.27 1,001.56 1,001.56 • Station Configuration & Start-Up 1 2,902.27 1,001.56 356.93 • Station Engineering/Design Services 1 1,001.56 356.93 356.93 • Station Documentation 1 0.00 0.00 3,161.35 3,161.35 4. Maintenance 1 0.00 0.00 3,161.35 3,161.35 • Warranty (12 months) 1 1 0.00 0.00 3,161.35 3,161.35 • Maircellaneous 1 494.00 494.00 494.00 494.00									
G2 Message Sign, Digital LED 2 3,510.00 3,510.00 9,112.50 G2 Room Remote 2 Module/2017 v.2 5 9 9,112.50 9,112.50 9,112.50 C. Modernization Kit 990.00 990.00 990.00 990.00 990.00 3. Professional Services 2 2,902.27 2,902.27 2,902.27 Station Configuration & Start-Up 1 1 356.93 356.93 354.08 Station Documentation 1 1 0.00 0.00 3,161.35 3,161.35 Warranty (12 months) 1 1 0.00 0.00 3,161.35 3,161.35 S. Shipping 1 494.00 494.00 494.00 494.00 6. Miscellaneous 1 1,853.72 1,853.72 1,853.72	B. Station Peripherals					1 890 00			1 890 00
G2 HDTV Remote Module 4 G2 Room Remote 2 Module/2017 v.2 4 G2 Room Remote 2 Module/2017 v.2 5 C. Modernization Kit 9,112.50 UPS – Rack Mount (1500VA) 990.00 3. Professional Services 990.00 Station Configuration & Start-Up 1 Station Project Management 1 Station Documentation 1 Variantly (12 months) 1 Variantly (12 months) 1 Variantly (12 months) 1 Annual Support/Maintenance (commencing after Warranty Period) 1 (Added this CO 4) 1 Shipping 1 California Cost Recovery Fee 1	 G2 Message Sign, Digital LED 	2				,			,
• G2 Room Remote 2 Module/2017 v.2 5 C. Modernization Kit 990.00 • UPS - Rack Mount (1500VA) 990.00 3. Professional Services 990.00 • Station Configuration & Start-Up 1 • Station Engineering/Design Services 1 • Station Documentation 1 • Warranty (12 months) 1 • Warranty (12 months) 1 • Maintenance (commencing after Warranty Period) (Added this CO 4) 1 5. Shipping 1 6. Miscellaneous 4 • California Cost Recovery Fee 1	G2 HDTV Remote Module								,
• UPS - Rack Mount (1500VA) 990.00 990.00 3. Professional Services 0 0 0 • Station Configuration & Start-Up 1 2,902.27 2,902.27 • Station Project Management 1 1,001.56 356.93 • Station Documentation 1 356.93 54.08 356.93 • Maintenance 0 0 0 0.00 3,161.35 • Warranty (12 months) 1 0.00 0.00 0.00 3,161.35 • Annual Support/Maintenance (commencing after Warranty Period) (Added this CO 4) 1 494.00 494.00 494.00 • California Cost Recovery Fee 1 1 1,853.72 1,853.72	• G2 Room Remote 2 Module/2017 v.2	5				,,			,,
• UPS - Rack Mount (1500VA) 990.00 990.00 3. Professional Services 0 0 0 • Station Configuration & Start-Up 1 2,902.27 2,902.27 • Station Project Management 1 1,001.56 356.93 • Station Documentation 1 356.93 54.08 356.93 • Maintenance 0 0 0 0.00 3,161.35 • Warranty (12 months) 1 0.00 0.00 0.00 3,161.35 • Annual Support/Maintenance (commencing after Warranty Period) (Added this CO 4) 1 494.00 494.00 494.00 • California Cost Recovery Fee 1 1 1,853.72 1,853.72									
3. Professional Services 990.00 990.00 • Station Configuration & Start-Up 1 2,902.27 2,902.27 • Station Project Management 1 1,001.56 356.93 • Station Documentation 1 356.93 54.08 54.08 • Warranty (12 months) 1 0.00 0.00 3,161.35 3,161.35 • Warranty (12 months) 1 0.00 0.00 3,161.35 3,161.35 • Maintenance 1 0.00 0.00 494.00 494.00 • Miscellaneous 1 1 1 1,853.72 1,853.72	C. Modernization Kit								
3. Professional Services 990.00 990.00 • Station Configuration & Start-Up 1 2,902.27 2,902.27 • Station Project Management 1 1,001.56 356.93 • Station Documentation 1 356.93 54.08 54.08 • Warranty (12 months) 1 0.00 0.00 3,161.35 3,161.35 • Warranty (12 months) 1 0.00 0.00 3,161.35 3,161.35 • Maintenance 1 0.00 0.00 494.00 494.00 • Miscellaneous 1 1 1 1,853.72 1,853.72	• UPS – Rack Mount (1500VA)								
 Station Configuration & Start-Up Station Project Management I Station Engineering/Design Services Station Documentation Maintenance Warranty (12 months) Annual Support/Maintenance (commencing after Warranty Period) (Added this CO 4) Shipping I I						990.00			990.00
 Station Project Management Station Engineering/Design Services Station Documentation Maintenance Warranty (12 months) Annual Support/Maintenance (commencing after Warranty Period) (Added this CO 4) Shipping California Cost Recovery Fee California Cost Recovery Fee 									
Station Engineering/Design Services 1 356.93 356.93 Station Documentation 1 356.93 54.08 4. Maintenance 0.00 0.00 0.00 • Warranty (12 months) 1 0.00 0.00 3,161.35 • Annual Support/Maintenance (commencing after Warranty Period) (Added this CO 4) 1 0.00 0.00 3,161.35 5. Shipping 1 494.00 494.00 494.00 6. Miscellaneous 1 1,853.72 1,853.72		1							,
• Station Documentation 1 54.08 54.08 4. Maintenance 0 0 0 • Warranty (12 months) 1 0.00 0.00 0.00 • Annual Support/Maintenance (commencing after Warranty Period) (Added this CO 4) 1 0.00 0.00 3,161.35 5. Shipping 1 494.00 494.00 494.00 • California Cost Recovery Fee 1 1,853.72 1,853.72									,
4. Maintenance 1 • Warranty (12 months) 1 • Annual Support/Maintenance (commencing after Warranty Period) 0.00 (Added this CO 4) 1 5. Shipping 1 • California Cost Recovery Fee 1									
• Warranty (12 months) 1 1 0.00 0.00 0.00 0.00 3,161.35 3,161.35 • Annual Support/Maintenance (commencing after Warranty Period) (Added this CO 4) 1 0.00 0.00 0.00 3,161.35 3,161.35 5. Shipping 1 494.00 494.00 494.00 494.00 • California Cost Recovery Fee 1 1,853.72 1,853.72		1				54.08			54.08
• Annual Support/Maintenance (commencing after Warranty Period) (Added this CO 4) 1 0.00 0.00 3,161.35 3,161.35 5. Shipping 1 494.00 494.00 494.00 494.00 6. Miscellaneous 1 1,853.72 1,853.72 1,853.72									
(commencing after Warranty Period) (Added this CO 4) 5. Shipping 1 6. Miscellaneous 0 • California Cost Recovery Fee 1	• Warranty (12 months)	1							
(Added this CO 4) 494.00 5. Shipping 1 6. Miscellaneous 494.00 • California Cost Recovery Fee 1	11	1				0.00	0.00	3,161.35	3,161.35
5. Shipping 1 494.00 494.00 6. Miscellaneous 6. 7.									
6. Miscellaneous 1,853.72 • California Cost Recovery Fee 1									
California Cost Recovery Fee		1				494.00			494.00
STATION TOTAL – Station 37 \$44,950.01	California Cost Recovery Fee	1				1,853.72			1,853.72
	STATION TOTAL – Station 37					\$41,788.66	0.00	\$3,161.35	\$44,950.01

¹ Offered at no additional cost in groups of 24 Licenses per ATX purchased, provided the System is under warranty or annual support coverage has not lapsed. Otherwise, the license unit price is \$97.20/year.

6. Table 6 removed CO 4. See table 5 for system total.

7. Basic Station Design - Station 20 (Added this CO 4)

				Initial 7	[erm			
					Going Servio	PAG		
Description of Cost Elements*	Qty	Cost to Implement	Year 1 (5/01/19- 4/30/20)	Year 2 (5/01/20- 4/30/21)	Year 3 (5/01/21- 4/30/22)	Year 4 (5/01/22- 4/30/23)	Year 5 (5/01/23- 4/30/24)	TOTAL
1. Software Licenses								
G2 VoiceAlert (perpetual License)	1					\$0.00		\$0.00
G2 Mobile FSAS App (included)	24					0.00		0.00
2. Equipment*								
A. Station Controller								
G2 ATX Station Controller	1					0.00		0.00
 Rack Mount Ears for ATX or EXP2 	2					0.00		0.00
G2 Expansion Kit	1					0.00		0.00
B. Station Peripherals								
 G2 Message Sign, Digital LED 	6					0.00		0.00
G2 HDTV Remote Module	3					0.00		0.00
• G2 Room Remote 2 Module/2017 v.2	10					0.00		0.00
Audio Amplifier	1					0.00		0.00
• Shelf, Under Table or Wall Mount	1					0.00		0.00
Push Button Standard Black	2					0.00		0.00
Push Button Emergency Red	2					0.00 0.00		0.00 0.00
• G2 Message Remote 2						0.00		0.00
MS-G Adapter Plate, Single VESA MS Mount Articulating Lange Basel	6					0.00		0.00
MS Mount – Articulating Long Reach C2 Speaker – LED Illuminated Elugh	6 14					0.00		0.00
 G2 Speaker – LED Illuminated Flush Speaker – Standard, Flush 	26					0.00		0.00
 Speaker – Standard Surface Mount 	2					0.00		0.00
 Speaker – App Bay/Outdoor 	7					0.00		0.00
 G2 Strobe Light 	1					0.00		0.00
Room Remote Mount Box	10							0.00
C. Modernization Kit								
• UPS – Rack Mount (1500VA)	2					0.00		0.00
3. Professional Services*								
Station Configuration & Start-Up	1					0.00		0.00
 Station Configuration & State-Op Station Project Management 	1					0.00		0.00
Station Engineering/Design Services	1					0.00		0.00
 Station Documentation 	1					0.00		0.00
Training – Installation Contractor	1					0.00		0.00
4. Maintenance								
Annual Support/Maintenance	1					5,157.97	6,318.49	11,476.46
5. Shipping	1					0.00		0.00
6. Miscellaneous								
California Cost Recovery Fee	1					0.00		0.00
STATION TOTAL – Station 20						\$5,157.97	\$6,318.49	\$11,476.46
STATION TOTAL - Station 20	11/1/			V/////////////////////////////////////	V/////////////////////////////////////	\$3,137.97	\$0,510.49	911,470.40

*All software licenses, equipment, and installation services provided through separate Station 20 build agreement

Note: This Price List's breakdowns do not include California sales tax. The estimated sales tax is \$70,157.87 (\$66,239.53 + \$3,918.34) for a Revised Total Contract amount of \$1,357,795.46. (Modified – CO 3)

FOURTH REVISED EXHIBIT B – COMPENSATION & PAYMENT SCHEDULE

1 COMPENSATION

- 1.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Three Dollars and Twenty-Seven Cents** (\$1,372,433.27) during the initial term. 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 receipt of undisputed invoices that may be issued after acceptance of designated milestones as shown below in Table B1-Payment Schedule and Table B2 Schedule of Performance and Payment Station 37 (added CO 3). 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 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 System when delivered and reject upon notification to Contractor any and all the System, which does not conform to the Specifications or other requirements of this Agreement. Components of the System, which are rejected shall be promptly corrected, repaired or replaced by Contractor. If City receives components of the 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 **INVOICES AND PAYMENT**

- 2.1 Invoices for Products, Deliverables and Services shall be submitted monthly in electronic and hard-copy formats to the notice address above. Invoices are to provide a detailed description of goods and/or services provided during the period covered by the Invoice. All line items on all invoices shall be described with sufficient detail so that each task associated with the provision of services or good provided clearly identifiable. All services being billed shall be described with sufficient detail such that a person not in attendance at the time the service was provided can discern the nature of the service being provided and its relevance to the project.
- 2.2 The City has the right to request clarification of any line-items or entire invoices prior to issuing payment under a particular invoice. A request for clarification must

be made within 15 days of receipt of the invoice at issue. If a request for clarification is made, the amount at issue is not due until thirty (30) days after clarification has been requested and received and accepted.

2.3 For invoices where clarification is not sought in whole or in part, payment shall be submitted to USDD at the notice address above within thirty (30) days of receipt of the applicable invoice. In the event non-disputed invoiced-amounts are not submitted to the address above within thirty (30) days of receipt of the applicable invoice, USDD reserves the right to pursue all appropriate remedies, including, without limitation, suspending all performance under this Agreement. In the event that services are suspended for nonpayment, USDD shall have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services of nonpayment. Acceptance by USDD of any payment more than thirty (30) days overdue shall not serve as a waiver of USDD's contractual right to suspend service for nonpayment.

3 PROJECT PERFORMANCE & PAYMENT SCHEDULE

- 3.1 Work shall commence immediately upon execution of the Agreement.
- 3.2 The City agrees to compensate the Contractor in accordance with the terms and conditions of this Agreement. Contractor shall invoice the City at the completion of each milestone in accordance to the Milestones listed in Tables B1 and B2 below. (Added CO 3)

#	Implementation Project Milestones / Deliverables	Deliverables	Estimated Date (M/D/Y)	Amount
1.	50% of Implementation Cost upon shipment of Equipment	Delivery of station designs and installation protocols; shipment and delivery of all equipment	01/07/2018	\$446,394.81
2.	1	Installation training; Installation of Gateway, GaRI and related Dispatch Equipment; configuration and start up of stations	03/05/2018	\$223,197.41
3.	after Final Acceptance	System Training; CAD interface implementation and configuration of "Look & Feel", ATP and Acceptance by City	05/02/2018	\$223,197.41
4.	Note: 18-month Warranty starts (from the effective date of Agreement)			\$0.00
FIR	ST YEAR IMPLEMENTAT	TION NOT-TO EXCEED AMOUNT		\$892,789.63

Table B1: Schedule of Performance and Payment

	Implementation Project		Estimated	č.
#	Milestones / Deliverables	Deliverables	Date (M/D/Y)	Amount
	and miscellaneous charge	Delivery of station design for Station 37 and installation protocols; shipment and delivery of all equipment	04/04/2022	\$37,473.82
2.	Cost of professional services	Acceptance by City	04/15/2022	4,314.84
	Note: 12-month warranty starts from the date of shipment from Contractor's warehouse.			0.00
		NOT-TO-EXCEED AMOUNT	-	\$41,788.66

		Estimated Date (M/D/Y)		
	On-Going Support and Maintenance	(assumes start date of		
#	(commences after initial 18-month warranty)	11/01/2017 - 4/30/2019)	Amount	
1.	Year 1 Maintenance	5/01/2019 - 4/30/2020	\$70,611.86	
2.	Year 2 Maintenance	5/01/2020 - 4/30/2021	\$70,611.86	
3.	Year 3 Maintenance – Modified – CO 3	5/01/2021 - 4/30/2022	\$70,611.86	
4.	Year 4 Maintenance	5/01/2022 - 4/30/2023	\$70,611.86	
	(Modified this CO 4)		\$75,769.83	
5.	Year 5 Maintenance	5/01/2023 - 4/30/2024	\$70,611.86	
	(Modified this CO 4)		\$80,091.70	
6.	Estimated Sales Tax – Modified – CO 3	N/A	\$70,157.87	
MAXIMUM COMPENSATION (INITIAL 5-YEAR TERM) \$1,315,593.82				
	(Revised this CO 4) \$1,372,433.2			

All amounts stated above are in United States Currency.

4. <u>RENEWAL PERIOD COMPENSATION</u>

Pursuant to Section 2.2 of the Agreement, the City reserves the right to extend the term of this Agreement as may be required ("Option Periods") for ongoing hosting and software subscription/maintenance services,

After the initial five-year term, ongoing support/maintenance services cost is estimated at \$68,401 per year with any future support/maintenance renewal cost adjustments capped at 3 percent annually pursuant to the CPI, if applicable. The Director of Finance is authorized to exercise options on behalf of the City.

5. <u>SUPPLEMENTAL SERVICES</u>

"Supplemental Services" are ad hoc services related to those set forth in this Agreement, but not specifically identified herein. Contractor shall provide Supplemental Services on as required

Job Title (labor category)	Hourly Rate
Project Manager	\$135.00
Program Manager	\$180.00
Network Engineer	\$108.00
Software Engineer	\$126.00
Field Support / Hardware Support Engineer	\$112.50
Training Specialist	\$126.00

basis and as authorized in advance, in writing, by the Director of Finance pursuant to Section 7 Change Order Procedure and Authorization.