

**FOURTH AMENDMENT TO THE AGREEMENT FOR THE PURCHASE,
IMPLEMENTATION, AND MAINTENANCE OF
A PARKING ACCESS AND REVENUE CONTROL SYSTEM
BETWEEN
THE CITY OF SAN JOSE AND SKIDATA, INC.**

This Fourth Amendment to the Agreement for the Purchase, Implementation, and Maintenance of a Parking Access and Revenue Control System by and between the City of San José (hereinafter “City”), a municipal corporation, and SKIDATA, Inc. (formerly Sentry Control Systems, LLC) (hereinafter “Contractor”), a Delaware corporation registered to conduct business in the State of California, is entered into on the date of execution by City (“Effective Date”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on November 5, 2018, City and Contractor entered into an agreement entitled “Agreement for the Purchase, Implementation, and Maintenance of a Parking Access and Revenue Control System between the City of San José and Sentry Control Systems, LLC” (“Agreement”) for the City’s Department of Transportation for an initial term through October 31, 2019 and ten (10) options through October 1, 2029; and

WHEREAS, on July 2, 2019, SkiData Inc. executed a Certificate of Merger merging “Sentry Control Systems, LLC,” with and into “SkiData, Inc.” under the name of “SkiData, Inc.,” accomplishing a change of corporate name only and leaving all rights and obligations of the Parties under this Agreement unaffected by this change; and

WHEREAS, on October 30, 2019, City and Contractor executed Option #1 to extend the term of the Agreement through October 31, 2020 prior to completion of System implementation and final acceptance of the System; and

WHEREAS, on October 29, 2020, City and Contractor entered into the First Amendment to the Agreement to retroactively extend the Initial Term through October 31, 2021 to complete System implementation, rescind Option #1, and adjust the number of options by two (2) for a total of eight (8) one-year options through October 31, 2029; and

WHEREAS, on February 24, 2021, City and Contractor entered into the Second Amendment to the Agreement to add two (2) options for a total of ten (10) one-year options through October 31, 2031, subject to the annual appropriation of funds; and

WHEREAS, on October 26, 2021, City and Contractor entered into the Third Amendment to the Agreement to extend the Initial Term from October 31, 2021 to June 30, 2022 to complete System implementation and provide for up to ten (10) one-year options following the amended Initial Term through June 30, 2032, subject to the annual appropriation of funds;

WHEREAS, City and Contractor now desire to further amend the Agreement to remove the Globe Garage; update compensation to correct calculation errors in the Agreement, memorialize work orders, and adjust the in-scope allotment; and extend the Initial Term from June 30, 2022 to December 31, 2022 to complete System implementation and provide for up to ten (10) one-year options following the amended Initial Term through December 31, 2032, subject to the annual appropriation of funds.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION 1. Section 3, entitled “Term of Agreement,” is hereby amended to read as follows:

3.1 Initial Term

The term of this Agreement is from November 1, 2018 to December 31, 2022 (“Initial Term”), inclusive, subject to the provisions of Section 14, “Termination.”

3.2 Options to Extend

After the Initial Term, the City, at its sole discretion, reserves the right to extend the term of this Agreement for up to ten (10) additional one-year periods through December 31, 2032 (“Option Periods”) for ongoing maintenance, support, and related services based on the same terms and conditions of the Initial Term, subject to annual appropriation of funds and compensation adjustments as set forth in Fourth Revised Exhibit B. City shall provide Contractor prior written notice in the form of Exhibit F of its intention to exercise its option prior to the end of the then current term.

3.3 No Waiver

City’s agreement to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 5.

Notwithstanding this Section, the Parties agree that the preliminary project schedule set forth in Third Revised Appendix A-5, Preliminary Project Implementation Schedule, and the ability of the Parties to provide and use the products and/or services under this Agreement may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic or other force majeure. The Parties agree that the provision of products and services and the payment for such products and services may be postponed or suspended following execution of this Agreement by the City and that the Parties are not required to act on this Agreement until the City issues a written notice to proceed.

SECTION 2. Section 5, entitled “Schedule of Performance,” is hereby amended to read as follows:

Contractor shall perform the Services according to the preliminary schedule set out in the attached Third Revised Appendix A-5, entitled “Preliminary Project Implementation Schedule.” Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

SECTION 3. Section 9.1, entitled “Contract Price” is hereby amended to read as follows:

The total contract price in U.S. dollars shall not exceed **Six Million Three Hundred Twenty-Eight Thousand Six Hundred Ninety-Nine Dollars (\$6,328,699)** during the Initial Term (“Maximum Compensation”). The terms, rates, and schedule of payment are set forth in the attached Fourth Revised Exhibit B, entitled “Compensation and Payment Schedule.”

SECTION 4. Exhibit A, entitled “Scope of Services” is hereby amended to add Section 19 entitled, “COVID-19 Mandatory Vaccination” as set forth below:

19 COVID-19 Mandatory Vaccination

Contractor shall comply with all applicable City Policies, including [City Policy Manual 1.3.12](#), COVID-19 Mandatory Vaccination, which requires all contractors who provide onsite services to the City be vaccinated for COVID-19.

SECTION 5. Appendix A-2, entitled “Project Locations” is hereby amended to read as set forth in Revised Appendix A-2, which is attached hereto and incorporated herein.

SECTION 6. Appendix A-3, entitled “Licensed Materials” is hereby amended to read as set forth in Revised Appendix A-3, which is attached hereto and incorporated herein.

SECTION 7. Second Revised Appendix A-5, entitled “Preliminary Project Implementation Schedule” is amended and restated in its entirety as set forth in “Third Revised Appendix A-5, Preliminary Project Implementation Schedule” attached hereto and incorporated by this reference as fully set forth herein.

SECTION 8. Third Revised Appendix A-6, entitled “Warranty and Maintenance Services” is amended and restated in its entirety as set forth in “Fourth Revised Appendix A-6, Warranty and Maintenance Services” attached hereto and incorporated by this reference as fully set forth herein.

SECTION 9. Third Revised Exhibit B, entitled “Compensation and Payment Schedule” is amended and restated in its entirety as set forth in “Fourth Revised Exhibit B” attached hereto and incorporated by this reference as fully set forth herein.

SECTION 10. Revised Appendix B-1, entitled “System Implementation Cost Breakdown” is hereby amended to read as set forth in Second Revised Appendix B-1, which is attached hereto and incorporated herein.

SECTION 11. Third Revised Appendix B-2, entitled “Warranty & Maintenance Services Price List” is amended and restated in its entirety as set forth in “Fourth Revised Appendix B-2” attached hereto and incorporated by references as fully set forth herein.

SECTION 12. All terms and conditions of the original Agreement not specifically modified by this Fourth Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective name below.

City of San José (“City”)
a municipal corporation



By Email: jennifer.cheng@sanjoseca.gov

Jennifer Cheng
Deputy Director, Finance

06/15/2022 GMT-07:00

Date: _____

SkiData, Inc. (“Contractor”)
a Delaware corporation registered to conduct business in the State of California


Robert Weiskopf
Chief Sales Officer
SKIDATA GmbH

By Email: robert.weiskopf@skidata.com

Robert Weiskopf
Chief Sales Officer

06/15/2022 GMT+02:00

Date: _____

APPROVED AS TO FORM:



Email: diana.yuan@sanjoseca.gov

Diana Yuan
Deputy City Attorney

REVISED APPENDIX A-2 PROJECT LOCATIONS

Table A2-1: Parking Garage Locations

#	Garage Name	Location
1	Market Street Garage	45 N. Market St.
2	Fourth and San Fernando Garage (Parking Command Center location)	88 S. 4th St.
3	Third Street Garage/San Jose plaza	95 N. 3rd St.
4	4th and St. John Garage/Employee Garage	50 N. 4th St.
5	Second & San Carlos Street Garage	280 S. 2nd St.
6	City Hall Garage	200 E. Santa Clara St.
7	Convention Center	150 W. San Carlos St.
8	The Globe Garage (Removed this Amendment #4)	25 S. 3 rd St.

Table A2-2: Field Dynamic Message Signs Locations

#	Location	Qty	Manufacturer
1	See map below	13	McCain



REVISED APPENDIX A-3 LICENSED MATERIALS

Contractor shall provide perpetual licenses and/or authorization, maintenance, and support for all software used in the PARCS.

1 CONTRACTOR’S PROPRIETARY PARKING.LOGIC SOFTWARE (“PARKING.LOGIC SOFTWARE”)

1.1 Skidata Parking.Logic Software with the following modules:

Sweb.Validate	CS Online Database Access
External Card System (1 add.)	Flexible Access Reporting
Flexible Revenue Reporting	INF License Plate Recognition
INF Signs Counts Interface	INF Single Space System Interface
Interface "Data Warehouse"	OL Online Connection Service (1 conn.)
Package Audit and Finance	Package Operational Reports
Parking.Logic Server	PI Export Report Data to PDF
PI Full Data Export - Customizable	Platetech.Logic Licensing
Protect.Care Anti-Virus - Server	SFTW Advanced Settings
SFTW Articles	SFTW Car Parks
SFTW Change Log	SFTW Credit/Debit Cards
SFTW Customer Cards (Discount)	SFTW Customers
SFTW Customizable Reports	SFTW Delayed Payment
SFTW Distributed Processing	SFTW Extended Reservations
SFTW External Card Systems	SFTW External Web Application
SFTW ISO 15693/14443 Data Carrier	SFTW Large Scale Facility
SFTW Mobile Control Center	SFTW Money
SFTW PCI Payment Card Industry	SFTW PlateTech.Logic & MS Server
SFTW PlateTech.Logic Agent	SFTW PlateTech.Logic PlateRates
SFTW PlateTech.Logic Reports Standard	SFTW PlateTech.Logic Watchlist Alert
SFTW Rate Management	SFTW Remote Event Messaging
SFTW Reservations	SFTW Settings
SFTW Statistics	SFTW Ticket Return

SFTW Transaction Interface	sweb.Report license for one additional CP
sweb.Report license for one CP	sweb.Report/SETUP
Sweb.Reserve Loyalty	Sweb.Contract

1.2

1.3 Documentation

- 1.3.1 Training documents (i.e., handbooks, manuals, and other printed instructional materials) describing the operation or maintenance of the PARCS.
- 1.3.2 Training files/DVDs and other audiovisual instructional materials describing the operation or maintenance of the PARCS.
- 1.3.3 Published Interfaces Specifications
- 1.3.4 Product Information sheets
- 1.3.5 Product installation guides
- 1.3.6 Product use guides

2 **THIRD PARTY SOFTWARE**

Vendor	Description
McCain, Inc.	Parking Guidance Software
INEX	Automatic License Plate Recognition Software
CVPS	CVPS.net Master Software License for Valet Parking System (Removed this Amendment #4)
Tez Technologies	Software License for VPS (Added this Amendment #4)
Smarking	Internet-based Smarking Management Platform
Various	All other commercial-off-the-shelf software required by the PARCS, including but not limited to, VMWare, Microsoft Windows Server, anti-virus, etc.

THIRD REVISED APPENDIX A-5 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Implementation of this project will proceed in accordance with this Preliminary Project Implementation Schedule set forth on the following page, except as may be modified into a Final Project Implementation Schedule that is approved by the City. The Final Project Implementation Schedule will become the governing project schedule incorporated into the Agreement.

The Project Implementation Schedule is based upon work being accomplished Monday through Friday during normal business hours (defined as 8:00 AM to 5:00 PM), with the exception of City holidays. However, the Contractor may work on extended hours and weekends with prior authorization from the City at no additional cost to the City.

Work shall commence immediately upon execution of the Agreement. All timeline dates are understood to be close of business, 5:00 PM Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.

See next page

ID	Task Name	Biz Days	Calendar Days	Start	Finish	Predecessors
1	City of San Jose PARCS	955 days	0 days	Mon 11/5/18	Fri 7/1/22	
2	Project Initiation and Design	30 days	0 days	Mon 11/5/18	Fri 12/14/18	
3	Contract Award	0 days	0 days	Mon 11/5/18	Mon 11/5/18	
4	Kick off meeting	1 day	0 days	Tue 11/27/18	Tue 11/27/18	
5	Review project design	14 days	0 days	Tue 11/27/18	Fri 12/14/18	
6	Review schedule and phasing	14 days	0 days	Tue 11/27/18	Fri 12/14/18	
7	Pre-Installation and configuration	102 days	0 days	Tue 1/15/19	Wed 6/5/19	
14	PARCS Integrations and Configuration	136 days	0 days	Thu 6/6/19	Fri 12/13/19	
34	Network	2 days	0 days	Mon 7/29/19	Tue 7/30/19	
38	Installation	845 days	0 days	Mon 4/8/19	Fri 7/1/22	
39	Market St. Garage	95 days	0 days	Mon 4/8/19	Fri 8/16/19	
51	Convention Center	54 days	0 days	Mon 7/1/19	Thu 9/12/19	
63	2nd and San Carlos	12 days	0 days	Mon 9/2/19	Tue 9/17/19	
103	3rd St. Garage	14 days	0 days	Mon 9/9/19	Thu 9/26/19	
122	4th & San Fernando	15 days	0 days	Mon 9/23/19	Fri 10/11/19	
141	City Hall Garage	40 days	0 days	Wed 10/2/19	Tue 11/26/19	
159	4th & St. John	10 days	0 days	Thu 10/10/19	Wed 10/23/19	
170	Command Center	154 days	0 days	Mon 9/13/21	Thu 4/14/22	
179	Reload Workstation	1 day	0 days	Mon 9/13/21	Mon 9/13/21	
180	Redundant ISP by Client	19 days	0 days	Mon 3/14/22	Thu 4/7/22	
181	Configure firewall for redundant failover connection	2 days	0 days	Fri 4/8/22	Mon 4/11/22	180
182	Configure final command center setup	3 days	0 days	Tue 4/12/22	Thu 4/14/22	181
183	FDMS	57 days	0 days	Tue 3/15/22	Wed 6/1/22	
184	Traffic Control Plan Preparation and Submission	16 days	0 days	Tue 3/15/22	Tue 4/5/22	
185	signs 12, 8, 7 and 11 SUBMITTAL TO CITY	12 days	0 days	Tue 3/15/22	Wed 3/30/22	
186	signs 13, 9, 10 and 4 SUBMITTAL TO CITY	14 days	0 days	Tue 3/15/22	Fri 4/1/22	
187	signs 1, 2, 3, 5 and 6 SUBMITTAL TO CITY	16 days	0 days	Tue 3/15/22	Tue 4/5/22	
188	CoSJ review and approval by City: 12,8,7,11	21 days	0 days	Thu 3/31/22	Thu 4/28/22	185
189	CoSJ review and approval by City: signs 13,9,10,4	19 days	0 days	Mon 4/4/22	Thu 4/28/22	186
190	CoSJ review and approval by City: signs 1,2,3,5,6	17 days	0 days	Wed 4/6/22	Thu 4/28/22	187
191	Mobilization with Approval first submittal Set	6 days	0 days	Fri 4/29/22	Fri 5/6/22	188
192	FDMS Sign installation (13 signs)	16 days	0 days	Fri 4/29/22	Fri 5/20/22	
193	Remove and Install Sign 12	1 day	0 days	Mon 5/9/22	Mon 5/9/22	191
194	Setup Pedestrian and Traffic Control at Signs 8, 10, 11	1 day	0 days	Mon 5/9/22	Mon 5/9/22	191
195	Remove Signs 8, 10, 11	1 day	0 days	Tue 5/10/22	Tue 5/10/22	194
196	Install Sign 8; remove pedestrian and traffic controls	1 day	0 days	Tue 5/10/22	Tue 5/10/22	194
197	Install Signs 10, 11; remove pedestrian and traffic controls	1 day	0 days	Wed 5/11/22	Wed 5/11/22	196
198	Setup Pedestrian and Traffic Control at Sign 13	1 day	0 days	Wed 5/11/22	Wed 5/11/22	196
199	Setup Pedestrian and Traffic Control at Signs 5, 6	1 day	0 days	Thu 5/12/22	Thu 5/12/22	198
200	Remove Sign 13	1 day	0 days	Thu 5/12/22	Thu 5/12/22	198
201	Install Sign 13; remove pedestrian and traffic controls	1 day	0 days	Fri 5/13/22	Fri 5/13/22	200
202	Remove Signs 5, 6	1 day	0 days	Fri 5/13/22	Fri 5/13/22	200
203	Setup Pedestrian and Traffic Control at Sign 4	1 day	0 days	Mon 5/16/22	Mon 5/16/22	202
204	Install Signs 5, 6; remove pedestrian and traffic controls	1 day	0 days	Mon 5/16/22	Mon 5/16/22	202
205	VTA submittal for Sign 7 & 9	1 day	0 days	Fri 4/29/22	Fri 4/29/22	189
206	VTA Approval for Sign 7&9	10 days	0 days	Mon 5/2/22	Fri 5/13/22	205
207	Remove Sign 4	1 day	0 days	Tue 5/17/22	Tue 5/17/22	204
208	Setup Pedestrian and Traffic Control at Signs 1, 2	1 day	0 days	Tue 5/17/22	Tue 5/17/22	204
209	Install Sign 4; remove pedestrian and traffic controls	1 day	0 days	Wed 5/18/22	Wed 5/18/22	208
210	Remove Signs 1, 2	1 day	0 days	Wed 5/18/22	Wed 5/18/22	208
211	Install Signs 1, 2; remove pedestrian and traffic controls	1 day	0 days	Thu 5/19/22	Thu 5/19/22	210
212	Remove Sign 3	1 day	0 days	Thu 5/19/22	Thu 5/19/22	210
213	Setup Pedestrian and Traffic Control at Signs 7, 9	1 day	0 days	Fri 5/20/22	Fri 5/20/22	212
214	Install Sign 3; remove pedestrian and traffic controls	1 day	0 days	Fri 5/20/22	Fri 5/20/22	212
215	Install Signs 7, 9; remove pedestrian and traffic controls	1 day	0 days	Mon 5/16/22	Mon 5/16/22	206
216	FDMS Sign Configuration as they are installed & commissioning	10 days	0 days	Tue 5/10/22	Mon 5/23/22	193
217	Final FDMS ODT testing all Signs 7 Days	6 days	0 days	Tue 5/24/22	Tue 5/31/22	216
218	FDMS Training and Customer configuration	1 day	0 days	Tue 5/10/22	Tue 5/10/22	193
219	Acceptance testing	1 day	0 days	Wed 6/1/22	Wed 6/1/22	217
220	GDMS	33 days	0 days	Mon 8/2/21	Wed 9/15/21	
223	Valet System (N/A)		0 days			
224	Submission of Zero Dollar CO to change to TEZ	1 day	0 days	Tue 3/8/22	Tue 3/8/22	
225	Approval of Change to TEZ by City	5 days	0 days	Wed 3/9/22	Tue 3/15/22	224
226	Design Configuration Meetings for TEZ deliverable	16 days	0 days	Mon 4/25/22	Mon 5/16/22	225
227	Equipment Delivery	10 days	0 days	Tue 5/17/22	Mon 5/30/22	226
228	Device configuration and Implementation	10 days	0 days	Wed 6/1/22	Tue 6/14/22	227

ID	Task Name	Biz Days	Calendar Days	Start	Finish	Predecessors
229	Internal Testing SKIDATA	2 days	0 days	Wed 6/15/22	Thu 6/16/22	228
230	Testing with City and SP+	1 day	0 days	Fri 6/17/22	Fri 6/17/22	229
231	Acceptance	1 day	0 days	Mon 6/20/22	Mon 6/20/22	230
232	Frequent Parker Program (Loyalty)	55 days	0 days	Mon 4/18/22	Fri 7/1/22	
233	Design Phase, Coordination Windcave City Sp+, Sandbox	33 days	0 days	Mon 4/18/22	Wed 6/1/22	241
234	Software modifications base don Design Meeting and Pay Per Stay Interface	14 days	0 days	Thu 6/2/22	Tue 6/21/22	233
235	Implementation final solution to Live Environment	5 days	0 days	Wed 6/22/22	Tue 6/28/22	234
236	Internal Testing SKIDATA/Chauntry	1 day	0 days	Wed 6/29/22	Wed 6/29/22	235
237	Testing with City & Sp+	1 day	0 days	Thu 6/30/22	Thu 6/30/22	236
238	Acceptance Go Live with Portal	1 day	0 days	Fri 7/1/22	Fri 7/1/22	237
239	Reservations (Chauntry)	59 days	0 days	Tue 3/8/22	Fri 5/27/22	
240	Submission of Zero Dollar CO to make change to Chauntry	1 day	0 days	Tue 3/8/22	Tue 3/8/22	
241	Approval of Change to Chauntry by City	5 days	0 days	Wed 3/9/22	Tue 3/15/22	240
242	Design Phase, Coordination Windcave/Downtown Association, Sandbox	50 days	0 days	Wed 3/16/22	Tue 5/24/22	241
243	Implementation final solution to Live environment	1 day	0 days	Wed 5/25/22	Wed 5/25/22	242
244	Internal Testing SKIDATA/Chauntry	1 day	0 days	Thu 5/26/22	Thu 5/26/22	243
245	Testing with City and SP+	1 day	0 days	Fri 5/27/22	Fri 5/27/22	244
246	Acceptance, Go Live with Portal	0 days	0 days	Fri 5/27/22	Fri 5/27/22	245
247	Overhead Camera Installation	21 days	0 days	Mon 3/20/21	Mon 10/18/21	
251	Lane Dashboard	3 days	0 days	Mon 3/8/21	Wed 3/10/21	
252	UPS	5 days	0 days	Thu 3/25/21	Wed 3/31/21	
255	Convention Center LPR height adjustment	25 days	0 days	Mon 3/22/21	Fri 4/23/21	
259	Server and Network Configuration	2 days	0 days	Mon 9/13/21	Tue 9/14/21	
265	Acceptance testing	31 days	0 days	Tue 3/8/22	Tue 4/19/22	
266	Market St. Garage (4th)	27 days	0 days	Tue 3/8/22	Wed 4/13/22	
267	GDMS Complete and Working (need to configure switches [SKIDATA])	9 days	0 days	Tue 3/8/22	Fri 3/18/22	
268	Internal LAT	10 days	0 days	Mon 3/21/22	Fri 4/1/22	
269	Lane Acceptance (Client)	2 days	0 days	Tue 4/5/22	Wed 4/6/22	274
270	Site Acceptance	5 days	7 days	Thu 4/7/22	Wed 4/13/22	269
271	4th & San Fernando (3rd)	25 days	0 days	Tue 3/8/22	Mon 4/11/22	
272	GDMS Complete and Working (communication issue to back lane [2 e	1 day	0 days	Tue 3/8/22	Tue 3/8/22	
273	Internal LAT	18 days	0 days	Wed 3/9/22	Fri 4/1/22	272
274	Lane Acceptance (Client)	1 day	0 days	Mon 4/4/22	Mon 4/4/22	273
275	Site Acceptance	5 days	7 days	Tue 4/5/22	Mon 4/11/22	274
276	3rd St. Garage (Employee Garage) (2nd)	24 days	0 days	Tue 3/8/22	Fri 4/8/22	
277	GDMS Complete and Working (ready now)	1 day	0 days	Tue 3/8/22	Tue 3/8/22	
278	Internal LAT	16 days	0 days	Wed 3/9/22	Wed 3/30/22	277
279	Lane Acceptance (Client)	1 day	0 days	Fri 4/1/22	Fri 4/1/22	278
280	Site Acceptance	5 days	7 days	Mon 4/4/22	Fri 4/8/22	279
281	4th & St. John (1st)	24 days	0 days	Tue 3/8/22	Sun 4/10/22	
282	GDMS Complete and Working (ready now)	1 day	0 days	Tue 3/8/22	Tue 3/8/22	
283	Internal LAT	15 days	0 days	Wed 3/9/22	Tue 3/29/22	282
284	Lane Acceptance (Client)	1 day	0 days	Wed 3/30/22	Wed 3/30/22	283
285	Site Acceptance	5 days	7 days	Mon 4/4/22	Sun 4/10/22	284
286	2nd & San Carlos (7th)	31 days	0 days	Tue 3/8/22	Tue 4/19/22	
287	GDMS Complete and Working (power error and message error; troubleshooting need McMillan out)	14 days	0 days	Tue 3/8/22	Fri 3/25/22	
288	Internal LAT	10 days	0 days	Mon 3/28/22	Fri 4/8/22	287
289	Lane Acceptance (Client)	1 day	0 days	Tue 4/12/22	Tue 4/12/22	289
290	Site Acceptance	5 days	7 days	Wed 4/13/22	Tue 4/19/22	289
291	City Hall Garage (5th)	28 days	0 days	Tue 3/8/22	Thu 4/14/22	
292	GDMS Complete and Working	9 days	0 days	Tue 3/8/22	Fri 3/18/22	
293	Internal LAT (LPR issue)	12 days	0 days	Mon 3/21/22	Tue 4/5/22	292
294	Lane Acceptance (Client)	1 day	0 days	Thu 4/7/22	Thu 4/7/22	269
295	Site Acceptance	5 days	7 days	Fri 4/8/22	Thu 4/14/22	294
296	Convention Center (6th)	30 days	0 days	Tue 3/8/22	Mon 4/18/22	
297	GDMS Complete and Working (sign needs to be put in Zephyr System by Swarco)	9 days	0 days	Tue 3/8/22	Fri 3/18/22	
298	Internal LAT	10 days	0 days	Mon 3/21/22	Fri 4/1/22	297
299	Lane Acceptance (Client)	2 days	0 days	Fri 4/8/22	Mon 4/11/22	294
300	Site Acceptance	5 days	7 days	Tue 4/12/22	Mon 4/18/22	299
301	Operation Demonstration Test	32 days	30 days	Sat 7/2/22	Mon 8/1/22	300,182,219,238,246,231
302	Buffer Window	9 days	0 days	Mon 8/1/22	Fri 8/12/22	301
303	Contract Closeout and Final Acceptance	5 days	0 days	Fri 8/12/22	Fri 8/19/22	302

FOURTH REVISED APPENDIX A-6 WARRANTY AND MAINTENANCE SERVICES

1 GENERAL

- 1.1 All Maintenance Services provided by Contractor shall provide the City with complete PARCS support, including all services, software, hardware, and equipment installed as part of the original installation as well as any software, hardware, equipment, enhancements, and upgrades installed during the term of the Agreement.
- 1.2 There shall be no appreciable difference between Maintenance Services covered during the Warranty Period or provided in exchange for the City's monthly payment of the maintenance fee other than the Maintenance Services during the Warranty Period is included in the contract sum. Contractor shall ensure that the complete PARCS provided by Contractor to the City continues to operate in accordance with the functional and availability requirements and specifications set out in in the Agreement.

2 SCOPE OF WARRANTY AND MAINTENANCE SERVICES

2.1 Warranty

For a period of twelve (12) consecutive months following final system acceptance ("Warranty Period"), Contractor shall warrant that the complete PARCS will perform and operate in accordance with the functional and availability requirements and specifications set forth in the Agreement. All inclusive costs (parts, labor, maintenance, warranty repairs, Contractor travel time, Contractor expenses, etc.) incurred during the Warranty Period shall be provided without additional cost to the City.

2.2 Maintenance Services After Warranty Period

For a period up to nine (9) years following the expiration of the Warranty Period, for as long as the City pays the agreed monthly maintenance fee provided in Fourth Revised Exhibit B, Contractor shall provide complete maintenance and support of the PARCS.

2.3 Additional Services

Additional services, as described in Sections 12 and 13, shall be invoiced to the City above the fixed maintenance fee on a time and material basis pursuant to the rates set forth in Fourth Revised Exhibit B.

3 CONTRACTOR RESPONSIBILITIES

- 3.1 Contractor shall be responsible for providing all labor, materials, tools, replacement parts, equipment, test equipment or any specialized tools required to perform any and all warranty and maintenance tasks as well as any method of transportation, such as a vehicle, required to transport the technician(s) and store required tools and spare parts.

- 3.2 Contractor shall maintain an appropriately sized staff to ensure successful performance of all service requirements. Contractor's staffing plan shall take into consideration extenuating circumstances such as illness, family emergencies, vacations, etc. such that at all times the required number of technicians are available.
- 3.3 Contractor shall comply with all data security provisions set forth in the Agreement, including but not limited to, the use of confidential and proprietary information and compliance with PCI DSS standards. Contractor shall provide documents showing that its employees who are involved in the maintenance of the system have been trained on all PCI compliance.
- 3.4 Contractor shall provide factory trained technicians to perform the scope of work described herein.

4 CITY RESPONSIBILITIES

- 4.1 The City shall assign a City manager who will be responsible for coordinating Contractor's access to city facilities and providing information held by the City that is necessary for Contractor to provide the Maintenance Services.
- 4.2 The City shall permit Contractor's representatives to access the PARCS equipment and software to perform Maintenance Services.
- 4.3 The City shall provide the fiber-optic network that connects the parking garages. Contractor shall not be liable for communication interruptions that result from failure of the City-owned fiber-optic network.

5 SOFTWARE SUPPORT

- 5.1 Contractor shall provide on-site and remote software support for all software installed as part of the PARCS.
- 5.2 All software patches, updates, and upgrades must be accompanied by accurate and complete documentation. When software upgrades include new functions and processes (enhancements), Contractor shall provide a written evaluation for acceptance by the City of the upgraded software's on the City's PARCS prior to installation of the upgraded software.
- 5.3 Contractor shall provide on a monthly basis prior to any installation a list detailing all required or proposed software patches, updates, upgrades or modifications that will be installed.
- 5.4 Contractor shall coordinate the testing and implementation of all patches, updates, upgrades, or modifications with the City.
- 5.5 Contractor shall coordinate all remote and physical access into the servers with the City.
- 5.6 Contractor shall commit to provide corrective patches, updates, and upgrades in the event security vulnerability or system availability issues are discovered within fifteen (15) business days of discovery.

- 5.7 Copies of all software (and software updates/upgrades made during the Warranty Period) must be provided to the City at the conclusion of the Warranty Period.
- 5.8 Parking.Logic Software
 - 5.8.1 Contractor shall make available to the City normal Parking.Logic Software improvement releases (updates) when they become available. Where Parking.Logic Software problems are identified and are agreed to be minor, that is not affecting revenue, reporting, or the entry/exit or payment functionalities, these problems shall be corrected in a new Parking.Logic Software release to be available to the City within thirty (30) calendar days of notification. All updates or improvements to Parking.Logic Software shall be documented and approved prior to implementation. Contractor shall correct major Parking.Logic Software problems immediately on a priority basis. Major Parking.Logic Software problems are defined as those causing erroneous financial transactions, revenue loss, reporting errors, loss of entry/exit functionality, loss of payment functionality, system instability, database corruption and compromised operational efficiency. Where Parking.Logic Software problems are identified and are agreed to be major, these problems shall be corrected in a new Parking.Logic Software release to be available to the City within five (5) calendar days of notification.
 - 5.8.2 All Parking.Logic Software patches and updates shall be provided at no additional cost. Seven (7) calendar days prior to all Parking.Logic Software modifications, patches, and updates, Contractor shall provide accurate and complete documentation that describes:
 - 5.8.2.1 Patch/update release designation
 - 5.8.2.2 Proposed date and time of implementation
 - 5.8.2.3 Detailed description of what the patch/update accomplishes
 - 5.8.2.4 Full disaster recovery procedures that return the system to its pre-patch update condition
 - 5.8.2.5 List of other installations where the patch has been previously installed, and contact information for those customers
 - 5.8.3 Contractor shall make available upgrades and new modules which offer new benefits to the City. The City can decide to purchase the upgrades offered by the Contractor or remain on the existing supported version.
 - 5.8.4 The City understands that upgrades to supported versions may be required in order to meet future compliance requirements and this may include upgrades to required hardware and third-party software.
- 5.9 Operating System / Third Party Software
 - 5.9.1 Third party software packages shall have all registration and licensing documentation filed indicating the City as the owner of the software.

Costs for third party software support shall be included in the maintenance fee.

- 5.9.2 At any time during the term of the Agreement or during any Maintenance Period, if the operating system or other third-party software not directly licensed by the Contractor must be updated or replaced because the licensor of said software will no longer support the installed version of said operating system or software or the version of software required to support an upgrade of said systems, at the City's request, Contractor shall procure said updated operating system or software for the City, and the City shall be the licensee for said operating system or software. The City shall reimburse Contractor for procuring said operating system or software at the Contractor's actual costs, subject to proof. Contractor shall install and configure such operating system and other software updates on a time and material basis.
- 5.9.3 The PARCS servers and workstations shall be delivered with the most recent service packs and software patches and must be updated throughout the Warranty Period and Maintenance Period, unless otherwise specified by the City.
- 5.9.4 Contractor shall support upgrades to its application based on operating system patch and upgrade requirements (for example, if the PARCS runs on a Microsoft operating system, the software shall be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, Contractor shall release code compatible with next operating system upgrade prior to Microsoft ending support for current operating system, at no cost to the City.)

6 EQUIPMENT/HARDWARE SUPPORT

6.1 General

Contractor shall provide all necessary maintenance, repairs, and replacement of equipment installed by Contractor. Hardware maintenance includes but is not limited to the following:

- 6.1.1 All scheduled inspection, cleaning, lubricating and adjusting of the PARCS equipment, which Contractor shall perform not less often than quarterly ("Preventive Maintenance Services"), as further described below.
- 6.1.2 All non-scheduled service calls for system repairs.
- 6.1.3 All parts and components of the PARCS, including parts and components covered by a manufacturer's warranty.
- 6.1.4 Replacement and repair of damaged or broken parts or items rendered inoperative as a result of wear and tear.

6.1.5 Replacement and repair of the following components commonly referred to as consumable items. Covered components include but are limited to: validators, thermal printer heads, UPS power supplies; key pads; touch screens; display screens; announcers; sound devices and speakers. Contractor shall set and reset as necessary time and date clocks.

6.2 Preventative Maintenance Services

6.2.1 Preventative Maintenance Services shall be in accordance with the approved preventive maintenance plan as approved by the City, and shall include but are not limited to inspection, testing, necessary adjustment, alignments, lubrication, parts cleaning, replacement of consumables, battery refresh, and communication system. Contractor shall provide a list of preventive maintenance tasks and frequencies for each component, to include daily, weekly, bi-weekly, monthly, quarterly, semi-annual, and annual overhauls as part of the preventive maintenance plan. The City reserves the right to modify any portion of the preventive maintenance plan throughout the life of the Agreement.

6.2.2 Preventive Maintenance Services shall be scheduled to the greatest extent possible during non-peak periods. Contractor shall consult with the City to determine periods of peak activity for the various devices.

6.2.3 Contractor shall initial and note the date and time each service was performed either a handheld computer or laptop computer and update a maintenance log stored on the server. The City shall, at any time, access the maintenance log to compare the entries to the scheduled and logged maintenance services within the Maintenance Log and monthly reports provided to the City by Contractor.

7 SERVICE AVAILABILITY

7.1 Contractor shall be available at any time, twenty-four (24) hours per day, seven days per week, three hundred sixty-five (365) days per year. Due to the gravity of a system malfunction/failure, service repairs and associated corrective actions shall be provided within the response times specified in Section 9.

7.2 The City shall enforce that only authorized staff shall notify Contractor to initiate emergency service notification (Priority 1, as defined below). The intent of this provision is to reduce or eliminate unnecessary service notifications and interventions onsite. The City shall provide to Contractor a list of all individuals authorized to place emergency service notifications. This list shall be included in the maintenance agreement and shall be updated as required by the City. Contractor shall answer all notifications, but shall only respond to a notification for emergency service if call was initiated by an authorized representative. On the returned call, Contractor shall notify any unauthorized individuals that the service request must be placed by an authorized individual in order for the service to be initiated.

- 7.3 As with Preventive Maintenance Services, all service calls shall be tracked in the Maintenance Log. Contractor shall follow City provided procedures on who to contact to inform and/or update the status or resolution of a problem.
- 7.4 The City reserves the right to modify notification policies and procedures at any time throughout the life of the maintenance agreement.

8 COMPENSATION

- 8.1 The City shall pay Contractor monthly for Maintenance Services before and after the Warranty Period as set forth in Fourth Revised Exhibit B.
- 8.2 For any additional services as may be required by the City, Contractor shall provide the services on a time and material basis as set forth in Fourth Revised Exhibit B.

9 SERVICE LEVELS

Contractor shall provide a response to all service requests within the time provided in the table below.

Priority Code	Definition	During Operational Hours (7:00 am through 11:00 PM, Pacific Time, 7 days a week)			After Hours (11:00 PM through 7:00 AM, Pacific Time, 7 days a week)		
		Remote Response	On-Site Response	Repair Resolution	Remote Response	On-Site Response	Repair Resolution
		1	<p>Emergency: An entire critical sub-system is down or an entire parking structure is inoperable.</p> <p>Emergency failures shall include but not limited to the situations described below.</p> <ul style="list-style-type: none"> Critical software system is down or facility has no alternate revenue collection method to Enter/Exit a Parking Facility. Anything else as determined as an emergency failure by City. 	30 minutes	Within 2 hours of service call	Within 4 hours or notification is required	30 minutes

Priority Code	Definition	During Operational Hours			After Hours		
		(7:00 am through 11:00 PM, Pacific Time, 7 days a week)			(11:00 PM through 7:00 AM, Pacific Time, 7 days a week)		
		Remote Response	On-Site Response	Repair Resolution	Remote Response	On-Site Response	Repair Resolution
2	<p>Urgent: An important sub-system is down or a major aspect of a parking facility is not functional.</p> <p>Urgent failures shall include but not limited to the situations described below.</p> <ul style="list-style-type: none"> Important system function or lane is down, but fail-over or redundancy exists for temporary use. 	2 hours	Within 4 hours of service call	Same day or notification is required	2 hours	Before noon the nearest business day	Same day or notification is required
3	<p>Normal: Routine standard response to minor issues and/or repairs.</p>	4 hours	Within 8 hours of service call	Same day or notification is required	4 hours	During Operational Hours day or notification is required.	Same day or notification is required

10 SERVICE PERFORMANCE REQUIREMENTS

10.1 Preventive Maintenance Performance Requirements

Contractor shall complete no less than ninety-eight percent (98.00%) of all Preventive Maintenance Services scheduled during the month. Percentages shall be calculated on the total number of Preventive Maintenance tasks scheduled for just that month and the total number of Preventive Maintenance tasks fully completed in the month even if the scheduled maintenance is a monthly, quarterly, or annual maintenance requirement. Partial completion of a scheduled Preventive Maintenance item shall not meet this requirement and shall not meet the City’s standards of fully completed. Any month that falls below this level shall require a written justification from Contractor and with measures implemented to assure City staff that performance will improve. For each percentage point (below 98%) of total scheduled maintenance tasks that the Contractor does not complete, the Contractor’s monthly invoice PM amount shall be reduced by \$1,000.00. For example, if the Maintenance Tracking System indicates that the Contractor performed 96% of all scheduled maintenance tasks, Contractor’s monthly invoice shall be reduced by \$2,000.00.

10.2 Service Requests Performance Requirements

- 10.2.1 In the event that Contractor cannot meet the response times indicated in Section 9, liquidated damages shall be assessed against the Contractor pursuant to Section 7 of Fourth Revised Exhibit B.
- 10.2.2 Resolution of the situation within four (4) hours after notification is required in all situations, unless waived by the City. A temporary solution is acceptable.
- 10.2.3 Factors beyond the control of Contractor, such as unexpected delays in parts, accidents, severe weather, incorrect priority classification and unusual traffic, shall be thoroughly documented in the maintenance log and reported to the City the next business day. The City will grant relief for the service hour requirement after reviewing these factors.
- 10.2.4 The City shall cooperate with Contractor to fully explore any concerns regarding service and performance standards.
- 10.2.5 The City shall notify Contractor in writing of performance problems with respect to the service standards within twenty (20) days after the end of each month based on the performance reports from the maintenance tracking system.
- 10.2.6 Contractor shall be given thirty (30) days from receipt of notification to take corrective actions with respect to the problem identified by the City or request relief.

11 **ELECTRONIC MAINTENANCE TRACKING SYSTEM**

- 11.1 Contractor shall provide three methods of notification for service requests. The methods of notification shall provide a means of tracking the date and time the service request was delivered. Examples of some documented communication include cell phones and email.
- 11.2 Contractor shall utilize a Maintenance Tracking System (MTS) to monitor and record all scheduled, requested, and performed maintenance services.
- 11.3 Contractor shall fill in all required fields, completely, for all services performed at City facilities.
- 11.4 Contractor shall submit monthly maintenance reports in a City-approved format to designated personnel. All reporting requirements shall be determined at the time of contract start.

12 **NON-COVERED SERVICES**

- 12.1 Maintenance Services do not include the services and PARCS failures listed below, but Contractor shall provide said services as requested by the City on a time and materials basis at the rates set forth in Fourth Revised Exhibit B.

- 12.1.1 Service calls as a result of power failure or removal of primary power for any reason, to the extent such power failure lasts longer than the thirty (30) minutes for which backup power shall be available to PARCS equipment components via installed uninterrupted power source (UPS) units.
- 12.1.2 Failure of interconnect wiring (communication cabling) not installed by Contractor.
- 12.1.3 Failure of a PARCS component due to vandalism (intentional damage).
- 12.1.4 Damage to PARCS components due to the negligence of employees of City employees, garage customers or other third parties, excluding failure caused by wear and tear.
- 12.1.5 Failure of communication networks and services that provide internet connectivity that are provided or maintained by entities other than Contractor.
- 12.1.6 Failure of a PARCS component due to a modification or repair or rework performed by any party other than Contractor, without Contractor's prior consent.
- 12.1.7 Failure of a PARCS component due to improper storage, by City.
- 12.1.8 Failure of a PARCS component due to use of the equipment or software by City in conjunction with another equipment or software that is electronically or mechanically incompatible or of an inferior quality.
- 12.1.9 Failure of a PARCS component due to modifications by City to the interface specifications that Contractor does not agree to.
- 12.1.10 Failure of a PARCS Component due to any damage to the Equipment or Software by power failure, fire, explosion or any act of God or other cause beyond Contractor's control.
- 12.1.11 Failure of a PARCS component due to installation not performed in accordance with the Contractor's procedures and/or instructions.
- 12.1.12 Failure of a PARCS component due to installation not performed and or provided by Contractor.
- 12.1.13 Replacement or repair of consumable products including but not limited to: tickets, blank receipt stock, thermal ticket printer heads, gate arms, labels/signs, gate shear bolts, RFID cards/tags, and printer ink cartridges.
- 12.1.14 Typical daily maintenance activity support such as ticket jams, ticket dispenser loading, receipt paper loading, replenishing ticket stock, replenishing printer paper, clearing simple ticket and credit card jams that present no risk of damage to the equipment, etc.

13 SPECIAL PROJECTS AND SERVICES

- 13.1 Upon the request of the City, Contractor shall provide services and resources required to implement system upgrades, improvements, and enhancements to the PARCS as required by the City.
- 13.2 Contractor shall ensure all work performed under this section is quoted and approved by the City prior to start of work.
- 13.3 The quote may be on a time and material basis at the rates set forth in Fourth Revised Exhibit B, or lump sum. Quotes shall include all work to be performed, including a breakdown of all labor and materials. Contractor payment will not exceed the amount of the mutually agreed upon lump sum price.
- 13.4 Contractor shall obtain approval using the Work Order Form in Appendix A-8. Upon receiving City's written approval to proceed, Contractor shall perform the requested work at a time mutually agreed upon by the City and according to the quoted price.
- 13.5 All work provided by Contractor is subject to written acknowledgement and acceptance by the Contractor designated staff. Contractor shall obtain City's acceptance of the work using the same Work Order Form in Appendix A-8.

14 SPARE PARTS

- 14.1 Contractor shall provide listing of all spare components and manufacturers of those spare components to the City with contact information, pricing, and availability.
- 14.2 Contractor shall provide an asset management application that is accessible by the City representatives. This application shall maintain an ongoing inventory of all available spare parts and components, parts distribution, and pricing. The asset management application shall track on a daily basis and provide an up to date inventory of spare parts. The City shall have access to the asset management application to include review of spare parts inventory at any time.
- 14.3 Contractor shall provide guaranteed component pricing for five (5) years inclusive of a maximum percentage increase not to exceed the published CPI index for all components following contract award. These prices shall be valid prices for the City to purchase the spare parts through a service agreement between the City and the Contractor.
- 14.4 The City reserves the right to order additional parts and manage the PARCS spare parts inventory as required to maintain the system.
- 14.5 The spare parts list is subject to the approval of the City, and the City reserves the right to modify the spare parts inventory throughout the term of the agreement. The City shall provide a storage location of the spare parts, exact location to be identified by the City. Contractor shall have access to the spare parts inventory and shall have the responsibility of ordering replacement components or parts as components or parts are used prior to completion of the warranty. Contractor shall replace used spare parts immediately upon use and invoice City where use of part was not covered by warranty and maintenance services. Contractor can use parts from its own stock. All equipment and parts shall be newly manufactured within

the past 6 months and never installed in any other operational system other than for factory test purposes for this contract.

- 14.6 When delivered to the City, an itemized list of Contractor's part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single source components shall be identified by the Contractor. Contractor shall provide listing of all spare components and manufacturers of those spare components to the City with contact information, pricing, and availability.

15 **MAINTENANCE COMMITMENT**

In the event that Contractor withdraws from the manufacture, distribution, or support of parking revenue control systems in the United States; or sunsets a hardware component, Contractor shall provide the City with the notice of such occurrence at least 180 calendar days in advance of withdrawal. In addition, Contractor shall provide the City with manufacturing specifications for all Contractor-manufactured components and sourced-proprietary components of the PARCS, and the City shall be provided the opportunity to purchase a suitable number of spares of all discontinued components.

FOURTH REVISED EXHIBIT B COMPENSATION AND PAYMENT SCHEDULE

1 MAXIMUM COMPENSATION

The maximum amount payable for all products and services provided under this Agreement shall not exceed **Six Million Three Hundred Twenty-Eight Thousand Six Hundred Ninety-Nine Dollars (\$6,328,699)** during the Initial Term covering system implementation. Any additional services or products requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures as set forth in Section 8 of the Agreement. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.

2 PAYMENT SCHEDULE FOR SYSTEM IMPLEMENTATION

- 2.1 Progress payments shall be made to Contractor by City following acceptance of designated milestones as shown below in Table B-1. See Second Revised Appendix B-1 for the cost breakdown.
- 2.2 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.
- 2.3 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.

Table B-1: System Implementation Payment Schedule

Item #	Payment Milestone	Estimated Completion Date	Payment Amount
1	PARCS Design (Revised Amendment #3)	1/3/2019 Paid 04/2019	\$300,000
2	Order for Production – PARCS (Revised Amendment #3)	12/1/2018 Paid 12/2019	\$715,751
3	Order for Production – FDMS (Revised Amendment #3)	12/1/2018 Paid 12/2019	\$253,002
4	Completion of Factory Acceptance Test — PARCS (Removed this Amendment #4)	12/17/2020 6/30/2022	\$850,000
5 4	System Manuals/Documentation (Revised Amendment #3)	2/12/2019 Paid 04/2020	\$50,000
Completion of System Configuration and Site Preparations (Subtotal of Payments) (Revised this Amendment #4)			\$2,168,753 \$1,318,753
6 5	Market Street Site Acceptance (Revised this Amendment #4)	11/5/2021 04/29/2022	\$466,873
6	Market Street Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/29/2022	\$85,000
7	Market Street Total Cost Adjustment due to Calculation Error in Original Agreement (Added this Amendment #4)	04/29/2022	\$9,478
7 8	4th & San Fernando Garage Site Acceptance (Revised this Amendment #4)	11/8/2021 04/29/2022	\$262,630
9	4th & San Fernando Garage Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/29/2022	\$42,500
8 10	3rd Street Garage Site Acceptance (Revised this Amendment #4)	11/9/2021 04/29/2022	\$238,865
11	3rd Street Garage Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/29/2022	\$42,500
9 12	4th & St. John Garage Site Acceptance (Revised this Amendment #4)	11/3/2021 04/29/2022	\$163,278
13	4th & St. John Garage Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/29/2022	\$42,500
10 14	2nd & San Carlos Garage Site Acceptance (Revised this Amendment #4)	11/10/2021 04/29/2022	\$235,426
15	2nd & San Carlos Garage Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/29/2022	\$42,500

Item #	Payment Milestone	Estimated Completion Date	Payment Amount
11 16	City Hall Garage Site Acceptance (Revised this Amendment #4)	11/10/2021 04/29/2022	\$165,592
17	City Hall Garage Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/29/2022	\$42,500
12 18	Convention Center Garage Site Acceptance (Revised this Amendment #4)	11/12/2021 04/29/2022	\$592,450
19	Convention Center Garage Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/29/2022	\$425,000
13	The Globe Garage Site Acceptance (Removed this Amendment #4)	12/18/2020 11/12/2021	-\$106,682
20	Globe Garage Removal Adjustment (Added this Amendment #4)		(\$90,892.04)
14 21	FDMS and GDMS Site Acceptance (Revised this Amendment #4)	12/21/2021 06/01/2022	\$253,002
22	FDMS and GDMS Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	06/01/2022	\$42,500
15 23	Parking Network System Acceptance (Revised this Amendment #4)	12/21/2021 04/14/2022	\$110,000
24	Parking Network Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/14/2022	\$42,500
16 25	Parking Command Center Site Acceptance (Revised this Amendment #4)	12/21/2021 04/14/2022	\$35,000
26	Parking Command Center Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	04/14/2022	\$21,250
17 27	Completion of Training (Revised this Amendment #4)	06/30/2022 06/01/2022	\$25,000
	Completion of Site Acceptance (Subtotal of Payments) (Revised this Amendment #4)		\$2,654,798 \$3,295,452
18 28	Business Intelligence and Customer Loyalty Program Design Completion (Revised this Amendment #4)	05/30/2022 05/11/2022	\$61,500
19 29	Business Intelligence and Customer Loyalty Program Acceptance (Revised Amendment #3)	12/18/2020 06/30/2022	\$61,500
20 30	Valet Parking System Acceptance (Revised Amendment #3)	11/20/2020 06/30/2022	\$97,500
31	Valet Parking Percentage of Completion for Factory Acceptance Test (Added this Amendment #4)	06/30/2022	\$21,250

Item #	Payment Milestone	Estimated Completion Date	Payment Amount
21 32	Delivery of Spare Parts and Ticket Stock (Revised Amendment #3)	12/1/2020 06/30/2022	\$75,000
22 33	Operational Demonstration Test (ODT) (Revised this Amendment #4)	02/28/2022 08/01/2022	\$557,296
	Completion of ODT (Subtotal of Payments) (Revised this Amendment #4)		\$852,796 \$874,046
23 34	Subtotal System Implementation (Revised this Amendment #4)		\$5,676,347 \$5,488,251
24 35	Provision for Additional In-Scope Products & Services (see Section 4 below; subject to executed Work Order Form) (Revised this Amendment #4)		\$250,000 \$100,000
36	Convention Center Additional Skiosk Lite (Added this Amendment #4)	04/29/2022	\$28,461.56
37	(25) Thermal Validator / (3) Validation Kiosk (Added this Amendment #4)	04/29/2022	\$28,941.00
38	City Hall – Convert to Automated Facility – (2) Skiosk Lite / (1) Skiosk Smart (Added this Amendment #4)	04/29/2022	\$188,207.00
39	(6) CCTV Cameras (Added this Amendment #4)	04/29/2022	\$28,543.00
40	PGS Switches (Added this Amendment #4)	06/01/2022	\$38,630.00
41	HDMI Converters for Control Center (Added this Amendment #4)	04/29/2022	\$8,080.00
42	New SkiData RGB Strips (Added this Amendment #4)	04/29/2022	\$5,025.00
43	Command Master Stations (Added this Amendment #4)	04/29/2022	\$7,703.00
44	3 Additional Monitors (TVs) Command Center (total of 8) (Added this Amendment #4)	04/29/2022	\$6,857.00
25 45	Pre-Sales Tax Subtotal (Updated this Amendment #4)		\$5,926,345.68 \$5,928,699
26 46	Estimated Sales Tax (to be paid in accordance with applicable milestone for which sales tax is due)		\$400,000.32
INITIAL TERM (SYSTEM IMPLEMENTATION) MAXIMUM COMPENSATION (Updated this Amendment #4)			\$6,326,346.00 \$6,328,699

3 PAYMENT SCHEDULE FOR ONGOING SERVICES

3.1 Warranty and Maintenance Services as set forth in Third Revised Appendix A-6 shall be exercised as options at the sole discretion of the City on an annual basis

and shall be on a fixed fee basis per Table B-2. See Fourth Revised Appendix B-2 for cost breakdown.

- 3.2 Contractor shall invoice the City monthly for all applicable support and maintenance costs. In the event of early termination of the Agreement, Contractor shall refund the City on a pro-rated basis any fees paid in advance that have not been expended as of the date of termination.

Table B-2: Warranty and Maintenance Services

Year	Fixed Maintenance Fee	Additional Products and Services – Time & Materials (not to exceed amount)	Annual Total
Year 1 Warranty Services	\$92,000	\$250,000	\$342,000
Year 2 Maintenance Services	\$403,900	\$250,000	\$653,900
Year 3 Maintenance Services	\$403,900	\$250,000	\$653,900
Year 4 Maintenance Services	\$403,900	\$250,000	\$653,900
Year 5 Maintenance Services	\$403,900	\$250,000	\$653,900
Year 6 Maintenance Services	\$403,900	\$250,000	\$653,900
Year 7 Maintenance Services	\$403,900	\$250,000	\$653,900
Year 8 Maintenance Services	\$403,900	\$250,000	\$653,900
Year 9 Maintenance Services	\$403,900	\$250,000	\$653,900
Year 10 Maintenance Services	\$403,900	\$250,000	\$653,900

4 ADDITIONAL PRODUCTS AND SERVICES

- 4.1 **Additional In-Scope Products and Services:** In the event the City requires additional in-scope products and services (see Table B-3 below), City shall execute a Work Order Form (see Appendix A-8) within the allowance for such products and services set aside in Table B-1, Item #35.

- 4.2 Contractor shall provide additional in-scope products and services at the rates listed in Table B-3 below or its current best government rates, whichever is less. Hourly rates shall be inclusive of all costs, including but not limited to, labor, equipment, materials, training, travel, overhead, profit, insurance, employee benefits, ancillary personnel, etc.

Table B-3: In-Scope Product & Services

Additional Equipment / Hardware	Unit Price
Validation Station	\$3,720
Field Validation Machines	\$1,160
IP-Based Validation Station Scanner	\$1,250
Spare Parts	15% discount off list price
Transaction-Based Fees	Additional Fee
Additional reservations (beyond first 10,000)	\$0.75 per transaction
PSP Gateway Fees for Terminal and Online Card Transactions	as applicable
Labor	Hourly Rate
Hourly Service Rate (Regular Business Hours - 7:00 AM through 11:00 PM, 7 days a week)	\$165
Hourly Service Rate (Outside of Business Hours - 11:00 PM through 7:00 AM, 7 days a week)	\$326

- 4.3 **Additional Products and Services (Out-of-Scope Work):** In the event the City requires additional products and services for out-of-scope supplemental work that are not included in Table B-3, Contractor shall provide a written quotation that includes all costs to complete provide the requested products and services. Quotes for additional out-of-scope work must be approved by the City through an executed Change Order pursuant to Section 8 of the Agreement prior to any work being performed.
- 4.4 The City reserves the right to request a fixed priced quote in lieu of time and materials.

5 INVOICING AND PAYMENT PROCEDURE

- 5.1 The City agrees to compensate Contractor for the Services performed and System provided in accordance with the terms and conditions of this Agreement.
- 5.2 Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.
- 5.3 City will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution.

6 COMPENSATION ADJUSTMENT

6.1 CPI Adjustment

The Contractor's compensation rates shall be subject to adjustment on each anniversary of the performance period after Year 2 of the warranty and maintenance period. The adjustment shall be calculated as follows:

- 6.1.1 The base for computing the adjustment shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (with a base year of 1982-1984=100) for the San Francisco-Oakland-San José area, published by the United States Department of Labor Statistics ("Index"), which is published most immediately preceding the commencement of the applicable extension term ("Extension Index"), shall be compared with the Index published most immediately preceding the commencement date of the then expiring term ("Beginning Index"). If the Extension Index published has increased over or decreased under the Beginning Index, the monthly compensation rates for the extension term shall be set by multiplying the then expiring term's monthly compensation rate by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.
- 6.1.2 If the Index is changed so that the base year differs from that used as of the month immediately preceding the Agreement's commencement date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Agreement such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.
- 6.1.3 The preceding provision of this section notwithstanding, the adjustment of any monthly compensation rate for any extension term shall not exceed 3% of the previous term's monthly compensation rate, unless the increase to the City's Living/Prevailing Wage exceeds 3% of the Living/Prevailing Wage of the previous term. Contractor must provide wages and benefits information to establish the amount paid to their workers to justify an adjustment that is greater than 3%. In no event will an adjustment greater than 3% be allowed for general and administrative expenses, overhead expenses, and profit.
- 6.1.4 For the purpose of illustration only, if a Beginning Index is 115 and the Extension Index is 124, the monthly compensation rate to be paid during the extension term shall be X (the then expiring term's monthly compensation rate) multiplied by $124/115$.

7 LIQUIDATED DAMAGES

THE PARTIES HERETO AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE TO THE CITY IF

CONTRACTOR WERE TO TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OR OTHERWISE BREACH. IN ADDITION TO THE SERVICES PROVIDED, CITY EXPECTS TO RECEIVE OTHER BENEFIT FROM CONTRACTOR'S SERVICES. THE PARTIES MUTUALLY AGREE THAT LIQUIDATED DAMAGES SET FORTH IN THIS SECTION ARE ACCEPTABLE TO EACH PARTY AND ARE A REASONABLE ESTIMATE OF CITY'S LOSS IF CONTRACTOR FAILS TO COMPLETE SERVICES IN ACCORDANCE WITH THE SCHEDULE OF PERFORMANCE.

BY PLACING THEIR INITIALS BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNTS SET FORTH BELOW HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES.

Failure to respond within thirty (30) minutes to a Level 1 (Emergency) notification	\$500 per occurrence
---	----------------------

“CITY”

“CONTRACTOR”

By: _____

By: _____

**SECOND REVISED APPENDIX B-1
SYSTEM IMPLEMENTATION COST BREAKDOWN**

Table B1-1: System Implementation Cost Breakdown

Garage	Qty	Total Cost
Market Street Garage (Revised this Amendment #4)	1	\$834,181.82 \$843,659.82
4th & San Fernando Garage	1	\$493,162.44
3rd Street Garage	1	\$436,461.06
4th & St. John Garage (Employee Garage)	1	\$300,567.70
2nd & San Carlos Garage	1	\$420,403.92
City Hall Garage	1	\$304,699.70
Convention Center Garage	1	\$1,068,771.00
The Globe Garage (Removed this Amendment #4)	4	\$197,574.04
Subtotal (Revised this Amendment #4)		\$4,055,821.68 \$3,867,725.64
Software	Qty	Total
All software required by the PARCS system (including application software, firmware, third-party software, operating system, etc.).	1	\$247,779.00
Intercom System	1	Included
Parking Space Count System	1	Included
Proximity Card Access System	1	Included
Business Intelligence (up to 4,000 users)	1	\$58,000.00
Customer Loyalty Program (up to 25,000 accounts)	1	\$65,000.00
Valet Parking System (subscription-based)	1	\$97,500.00
Web-based Validation Solution	1	Included
Smarking (not-to-exceed amount)	1	\$92,000
Subtotal		\$560,279.00
Parking Command Center	Qty	Total
Parking Command Center	1	\$33,500.00
Monitors, 65"	2	\$2,500.00
Workstations	4	\$18,240.00
Subtotal		\$54,240.00
Parking Network System	Qty	Total
Parking Network System (utilizing fiber network)	1	\$298,500.00
Subtotal		\$298,500.00
Field Dynamic Signs	Qty	Total
On-street Signs	13	\$632,505.00
Spare Parts	Qty	Total
Spare Parts (as determined by the City)	1	\$75,000
Additional Products & Services	Qty	Total
As may be required (not-to-exceed amount) (Revised this Amendment #4)	1	\$250,000 \$440,448
Ticket Stock (2,000,000 tickets)	1	Included

Sales Tax	Qty	Total
Estimated Sales Tax	1	\$400,000
INITIAL TERM - TOTAL MAXIMUM COMPENSATION (Revised this Amendment #4)		\$6,326,345.68 \$6,328,699

Table B1-2: Market Street Garage

Description	Unit Cost	Qty	Total
Auto-Open Feature (Power Down Situation)	\$1,628.00	1	\$1,628.00
AVI Entry	\$4,558.00	1	\$4,558.00
AVI Exit	\$4,558.00	1	\$4,558.00
AVI Transponders	\$28.00	50	\$1,400.00
Barrier.Gate (articulating gate arm with light stripe and LED arrow head)	\$4,995.00	10	\$49,950.00
Barrier.Gate (straight gate arm with light stripe and LED arrow head)	\$4,495.00	1	\$4,495.00
Cashier System	\$16,494.00	2	\$32,988.00
CCTV Camera	\$2,108.00	4	\$8,432.00
CCTV Install	\$9,478.00	1	\$9,478.00
CCTV Switch	\$650.00	2	\$1,300.00
Delivery & Storage (included at no cost)	\$0.00	1	\$0.00
Entry Station	\$16,282.00	4	\$65,128.00
Exit Station	\$19,027.00	6	\$114,162.00
Garage Dynamic Message Sign	\$6,700.00	4	\$26,800.00
Intercom Station	\$483.00	2	\$966.00
Local Process Server	\$4,320.00	1	\$4,320.00
Locking Beam Post for Gate Arm	\$1,574.00	6	\$9,444.00
LPR Lanes	\$9,019.00	10	\$90,190.00
sKiosk Pay-on-foot Station (Cash/Credit)	\$49,051.44	2	\$98,102.88
sKiosk.Lite Pay-on-foot Station (Credit Only)	\$26,681.56	4	\$106,726.24
Universal Power Supply (1-hour+, 1 per Lane)	\$3,872.00	10	\$38,720.00
Vehicle Detection (included at no cost)	\$0.00	12	\$0.00
Workstation (per garage)	\$3,670.00	1	\$3,670.00
System Installation	\$166,643.70	1	\$166,643.70
TOTAL (Corrected this Amendment #4)			\$834,181.82 \$843,659.82

Table B1-3: 4th and San Fernando Garage

Description	Unit Cost	Qty	Total
Auto-Open Feature (Power Down Situation)	\$1,628.00	2	\$3,256.00
Barrier.Gate (articulating gate arm with light stripe and LED arrow head)	\$4,995.00	2	\$9,990.00
Barrier.Gate (straight gate arm with light stripe and LED arrow head)	\$4,495.00	3	\$13,485.00
Cashier System	\$16,494.00	1	\$16,494.00
CCTV Camera	\$2,108.00	5	\$10,540.00
CCTV Switch	\$650.00	3	\$1,950.00
Entry Station	\$16,282.00	3	\$48,846.00
Exit Station	\$19,027.00	2	\$38,054.00
Garage Dynamic Message Sign	\$6,700.00	3	\$20,100.00
Intercom Station	\$483.00	1	\$483.00
Local Process Server	\$4,320.00	1	\$4,320.00
Locking Beam Post for Gate Arm	\$1,574.00	2	\$3,148.00
LPR Lanes	\$9,019.00	5	\$45,095.00
sKiosk Pay-on-foot Station (Cash/Credit)	\$49,051.44	1	\$49,051.44
sKiosk.Lite Pay-on-foot Station (Credit Only)	\$26,681.56	5	\$133,407.80
Vehicle Detection (included at no cost)	\$0.00	5	\$0.00
Workstation (per garage)	\$3,670.00	1	\$3,670.00
CCTV Installation	\$11,691.00	1	\$11,691.00
Delivery & Storage (included at no cost)	\$0.00	1	\$0.00
System Installation	\$50,326.00	1	\$50,326.00
System Installation (additional civil work for LPR)	\$29,255.20	1	\$29,255.20
TOTAL			\$493,162.44

See next page

Table B1-4: 3rd Street

Description	Unit Cost	Qty	Total
Auto-Open Feature (Power Down Situation)	\$1,628.00	4	\$6,512.00
Barrier.Gate (articulating gate arm with light stripe and LED arrow head)	\$4,995.00	3	\$14,985.00
Barrier.Gate (straight gate arm with light stripe and LED arrow head)	\$4,495.00	4	\$17,980.00
Cashier System	\$16,494.00	1	\$16,494.00
CCTV Camera	\$2,108.00	2	\$4,216.00
CCTV Switch	\$650.00	1	\$650.00
Entry Station	\$16,282.00	3	\$48,846.00
Exit Station	\$19,027.00	3	\$57,081.00
Garage Dynamic Message Sign	\$6,700.00	2	\$13,400.00
Intercom Station	\$483.00	1	\$483.00
Lane Open/Closed Signs	\$798.00	1	\$798.00
Local Process Server	\$4,320.00	1	\$4,320.00
Locking Beam Post for Gate Arm	\$1,574.00	3	\$4,722.00
LPR Lanes	\$9,019.00	6	\$54,114.00
Pay-on-foot Station (Cash/Credit)	\$49,051.44	1	\$49,051.44
Pay-on-foot Station (Credit Only)	\$26,681.56	2	\$53,363.12
Vehicle Detection (included at no cost)	\$0.00	7	\$0.00
Workstation (per garage)	\$3,670.00	1	\$3,670.00
CCTV Install	\$5,051.00	1	\$5,051.00
Delivery & Storage (included at no cost)	\$0.00	1	\$0.00
System Installation	\$45,306.00	1	\$45,306.00
System Installation (additional civil work for LPR)	\$35,418.50	1	\$35,418.50
TOTAL			\$436,461.06

See next page

Table B1-5: 4th and St. John Garage (Employee Garage)

Description	Unit Cost	Qty	Total
Auto-Open Feature (Power Down Situation)	\$1,628.00	3	\$4,884.00
Barrier.Gate (articulating gate arm with light stripe and LED arrowhead)	\$4,995.00	2	\$9,990.00
Barrier.Gate (straight gate arm with light stripe and LED arrowhead)	\$4,495.00	4	\$17,980.00
Card Reader Interface Board	\$1,500.00	6	\$9,000.00
Entry Station	\$16,282.00	3	\$48,846.00
Exit Station	\$19,027.00	3	\$57,081.00
Garage Dynamic Message Sign	\$6,700.00	3	\$20,100.00
Lane Open/Closed Signs	\$798.00	1	\$798.00
Local Process Server	\$4,320.00	1	\$4,320.00
Locking Beam Post for Gate Arm	\$1,574.00	3	\$4,722.00
LPR Lanes	\$9,019.00	6	\$54,114.00
Vehicle Detection (included at no cost)	\$0.00	6	\$0.00
Delivery & Storage (included at no cost)	\$0.00	1	\$0.00
System Installation	\$36,819.00	1	\$36,819.00
System Installation (additional civil work for LPR)	\$31,913.70	1	\$31,913.70
TOTAL			\$300,567.70

See next page

Table B1-6: 2nd & San Carlos Garage

Description	Unit Cost	Qty	Total
Auto-Open Feature (Power Down Situation)	\$1,628.00	3	\$4,884.00
Barrier.Gate (articulating gate arm with light stripe and LED arrowhead)	\$4,995.00	1	\$4,995.00
Barrier.Gate (straight gate arm with light stripe and LED arrowhead)	\$4,495.00	4	\$17,980.00
Cashier System	\$16,494.00	1	\$16,494.00
Garage Dynamic Message Sign	\$6,700.00	2	\$13,400.00
Intercom Station	\$483.00	1	\$483.00
Local Process Server	\$4,320.00	1	\$4,320.00
Locking Beam Post for Gate Arm	\$1,574.00	3	\$4,722.00
LPR Lanes	\$9,019.00	5	\$45,095.00
Power.Gate Entry Station Package	\$16,282.00	2	\$32,564.00
Power.Gate Exit Station Package	\$19,027.00	3	\$57,081.00
sKiosk Pay-on-foot Station (Cash/Credit)	\$49,051.44	1	\$49,051.44
sKiosk.Lite Pay-on-foot Station (Credit Only)	\$26,681.56	3	\$80,044.68
Vehicle Detection (included at no cost)	\$0.00	5	\$0.00
Workstation (per garage)	\$3,670.00	1	\$3,670.00
Delivery & Storage (included at no cost)	\$0.00	1	\$0.00
System Installation	\$43,310.00	1	\$43,310.00
System Installation (additional civil work for LPR)	\$42,309.80	1	\$42,309.80
TOTAL			\$420,403.92

See next page

Table B1-7: City Hall Garage

Description	Unit Cost	Qty	Total
Auto-Open Feature (Power Down Situation)	\$1,628.00	3	\$4,884.00
Barrier.Gate (articulating gate arm with light stripe and LED arrowhead)	\$4,995.00	6	\$29,970.00
Card Read Interface Board	\$1,500.00	6	\$9,000.00
Cashier System	\$16,494.00	2	\$32,988.00
Entry Station	\$16,282.00	2	\$32,564.00
Exit Station	\$19,027.00	2	\$38,054.00
Garage Dynamic Message Sign	\$6,700.00	2	\$13,400.00
Intercom Station	\$483.00	2	\$966.00
Local Process Server	\$4,320.00	1	\$4,320.00
Locking Beam Post for Gate Arm	\$1,574.00	2	\$3,148.00
LPR Lanes	\$9,019.00	6	\$54,114.00
Nested Proximity Entry Pedestal	\$4,430.00	1	\$4,430.00
Nested Proximity Exit Pedestal	\$4,430.00	1	\$4,430.00
Vehicle Detection (included at no cost)	\$0.00	6	\$0.00
Workstation (per garage)	\$3,670.00	1	\$3,670.00
Delivery & Storage (included at no cost)	\$0.00	1	\$0.00
System Installation	\$36,757.00	1	\$36,757.00
System Installation (additional civil work for LPR)	\$32,004.70	1	\$32,004.70
TOTAL FROM ORIGINAL AGREEMENT			\$302,004.70
CORRECTION FOR CALCULATION ERROR IN ORIGINAL AGREEMENT			\$2,695.00
CORRECTED TOTAL			\$304,669.70

See next page

Table B1-8: Convention Center Garage

Description	Unit Cost	Qty	Total
Auto-Open Feature (Power Down Situation) (Corrected this Amendment #4)	\$1,628.00	2	\$1,628.00 \$3,256.00
Barrier.Gate (articulating gate arm with light stripe and LED arrow head)	\$4,995.00	13	\$64,935.00
Cashier System	\$16,494.00	2	\$32,988.00
CCTV Camera	\$2,108.00	5	\$10,540.00
CCTV Switch	\$650.00	3	\$1,950.00
Entry Station	\$16,282.00	4	\$65,128.00
Exit Station	\$19,027.00	4	\$76,108.00
Garage Dynamic Message Sign	\$6,700.00	4	\$26,800.00
Intercom Station	\$483.00	2	\$966.00
Lane Dashboard	\$15,000.00	4	\$60,000.00
Lane Open/Closed Signs	\$798.00	1	\$798.00
Local Process Server	\$4,320.00	2	\$8,640.00
Locking Beam Post for Gate Arm	\$1,574.00	4	\$6,296.00
LPR Lanes	\$9,019.00	8	\$72,152.00
Nested Proximity Entry Pedestal	\$4,430.00	3	\$13,290.00
Nested Proximity Exit Pedestal	\$4,430.00	2	\$8,860.00
sKiosk Pay-on-foot Station (Cash/Credit)	\$49,051.44	3	\$147,154.32
sKiosk.Lite Pay-on-foot Station (Credit Only)	\$26,681.56	8	\$213,452.48
Universal Power Supply (1-hour+, 1 per Lane)	\$3,872.00	8	\$30,976.00
Valet Parking System Devices	\$0.00	4	\$0.00
Vehicle Detection (included at no cost)	\$0.00	13	\$0.00
Workstation (per garage)	\$3,670.00	1	\$3,670.00
CCTV Install	\$11,691.00	1	\$11,691.00
Delivery & Storage (included at no cost)	\$0.00	1	\$0.00
System Installation	\$130,660.00	1	\$130,660.00
System Installation (additional civil work for LPR)	\$78,460.20	1	\$78,460.20
TOTAL (Corrected this Amendment #4)			\$1,068,770 \$1,068,771

See next page

Table B1-9: ~~Convention Center Garage~~ Globe Garage*

***Erroneously labeled in original Agreement; Globe Garage removed in its entirety this Amendment #4.**

See next page

**FOURTH REVISED APPENDIX B-2
WARRANTY & MAINTENANCE SERVICES PRICE LIST**

Table B2-1: Warranty & Maintenance Services Price List, starts after Initial Term

Description	Option 1 (1/1/23- 12/31/23)	Option 2* (1/1/24- 12/31/24)	Option 3 (1/1/25- 12/31/25)	Option 4 (1/1/26- 12/31/26)	Option 5 (1/1/27- 12/31/27)	Option 6 (1/1/28- 12/31/28)	Option 7 (1/1/29- 12/31/29)	Option 8 (1/1/30- 12/31/30)	Option 9 (1/1/31- 12/31/31)	Option (1/1/31- 12/31/31)
ware Support Services	Included	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850
ware Maintenance Services	Included	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500
orm System	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
g Space Count System	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
munity Card Access System	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
ased Validation Solution	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Business Intelligence (up to 4,000)	Included	\$16,250	\$16,250	\$16,250	\$16,250	\$16,250	\$16,250	\$16,250	\$16,250	\$16,250
Business Intelligence (up to 4,000)	Included	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000
Customer Loyalty Program (up to 100,000 accounts)	Included	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700
Parking System	Included	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100
ing (not-to-exceed)	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000
g Network System	Included	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500
Fixed Maintenance Fee	\$92,000	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900
& Materials (not-to-exceed)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Annual Compensation	\$342,000	\$653,900	\$653,900	\$653,900	\$653,900	\$653,900	\$653,900	\$653,900	\$653,900	\$653,900

Beginning with Option 3 (1/1/25), Contractor may request a compensation adjustment on each anniversary of the performance period pursuant to Section 6 of Fourth Revised Exhibit B