

**FIFTH 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 Fifth 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 (“Initial Term”) 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 reduce 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; and

WHEREAS, on June 15, 2022, City and Contractor entered into the Fourth Amendment 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 to extend the amended Initial Term through December 31, 2032, subject to the annual appropriation of funds and

WHEREAS, City and Contractor now desire to further amend the Agreement to extend the Initial Term from December 31, 2022 to December 31, 2023 to complete System implementation and provide for up to ten (10) one-year options to extend the amended Initial Term through December 31, 2033, 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. TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement is from November 1, 2018 to December 31, 2023 (“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, 2033 (“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 Fifth 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 Fourth 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:

5. SCHEDULE OF PERFORMANCE

Contractor shall perform the Services according to the preliminary schedule set out in the attached Fourth 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. Third Revised Appendix A-5, entitled “Preliminary Project Implementation Schedule,” is amended and restated in its entirety as set forth in Fourth Revised Appendix A-5, which is attached hereto and incorporated herein.

SECTION 4. Fourth Revised Appendix A-6, entitled “Warranty and Maintenance Services,” is amended and restated in its entirety as set forth in Fifth Revised Appendix A-6, which is attached hereto and incorporated herein.

SECTION 5. Fourth Revised Exhibit B, entitled “Compensation and Payment Schedule,” is amended and restated in its entirety as set forth in Fifth Revised Exhibit B, which is attached hereto and incorporated herein.

SECTION 6. Fourth Revised Appendix B-2, entitled “Warranty & Maintenance Services Price List,” is amended and restated in its entirety as set forth in Fifth Revised Appendix B-2, which is attached hereto and incorporated herein.

SECTION 7. All terms and conditions of the amended Agreement not specifically modified by this Fifth 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


Email: luz.cofresi-howe@sanjoseca.gov
Date: 12/12/2022 GMT

By _____
Luz Cofresí-Howe
Assistant Director, Finance

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


Robert Weiskopf
Chief Sales Officer
SKGDATA GmbH
Email: robert.weiskopf@skidata.com
Date: 12/10/2022 GMT

By _____
Robert Weiskopf
Chief Sales Officer

APPROVED AS TO FORM:


Email: johnny.phan@sanjoseca.gov
Date: 12/12/2022 GMT

By _____
Johnny Phan
Chief Deputy City Attorney

FOURTH 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	Duration	Start	Finish
1	City of San Jose PARCS	1092 days	Mon 11/5/18	Tue 1/10/23
2	Project Initiation and Design	30 days	Mon 11/5/18	Fri 12/14/18
7	Pre-installation and configuration	102 days	Tue 1/15/19	Wed 6/5/19
14	PARCS Integrations and Configuraiton	136 days	Thu 6/6/19	Fri 12/13/19
34	Network	2 days	Mon 7/29/19	Tue 7/30/19
38	Installation	982 days	Mon 4/8/19	Tue 1/10/23
39	Market St. Garage	95 days	Mon 4/8/19	Fri 8/16/19
51	Convention Center	54 days	Mon 7/1/19	Thu 9/12/19
83	2nd and San Carlos	12 days	Mon 9/2/19	Tue 9/17/19
103	3rd St. Garage	14 days	Mon 9/9/19	Thu 9/26/19
122	4th & San Fernando	15 days	Mon 9/23/19	Fri 10/11/19
141	City Hall Garage	40 days	Wed 10/2/19	Tue 11/26/19
159	4th & St. John	10 days	Thu 10/10/19	Wed 10/23/19
178	Command Center	195 days	Mon 9/13/21	Fri 6/10/22
184	FDMS	196 days	Tue 3/15/22	Tue 12/13/22
185	Traffic Control Plan Preparation and Submission	16 days	Tue 3/15/22	Tue 4/5/22
189	CoSJ review and approval by City: 12,8,7,11	21 days	Thu 3/31/22	Thu 4/28/22
190	CoSJ review and approval by City: signs 13,9,10,4	19 days	Mon 4/4/22	Thu 4/28/22
191	CoSJ review and approval by City: signs 1,2,3,5,6	17 days	Wed 4/6/22	Thu 4/28/22
192	Mobilization with Approval first submittal Set	11 days	Fri 4/29/22	Fri 5/13/22
193	FDMS Sign installation (13 signs)	21 days	Fri 4/29/22	Fri 5/27/22
217	FMDS Sign Configuration as they are installed & commisioning	30 days	Tue 5/17/22	Mon 6/27/22
218	FDMS Network troubleshooting	114 days	Tue 6/28/22	Fri 12/2/22
219	FDMS Training and Customer configuration	1 day	Mon 12/12/22	Mon 12/12/22
220	Acceptance testing	1 day	Tue 12/13/22	Tue 12/13/22
221	GDMS	33 days	Mon 8/2/21	Wed 9/15/21
224	Valet System			
225	Submission of Zero Dollar CO to change to TEZ	1 day	Tue 3/8/22	Tue 3/8/22
226	Approval of Change to TEZ by City	5 days	Wed 3/9/22	Tue 3/15/22
227	Design Configuration Meetings for TEZ deliverable	30 days	Mon 4/25/22	Fri 6/3/22
228	TEZ setup	120 days	Mon 6/6/22	Fri 11/18/22
229	Equipment Delivery	15 days	Mon 11/21/22	Fri 12/9/22
230	Device configuration and Implementation	10 days	Mon 12/12/22	Fri 12/23/22
231	Internal Testing SKIDATA	5 days	Mon 12/26/22	Fri 12/30/22
232	Testing with City and SP+	1 day	Mon 1/9/23	Mon 1/9/23
233	Acceptance	1 day	Tue 1/10/23	Tue 1/10/23
234	Frequent Parker Program (Loyalty)	55 days	Mon 4/18/22	Fri 7/1/22
241	Reservations (Chantry)	59 days	Tue 3/8/22	Fri 5/27/22
249	Overhead Camera installation	21 days	Mon 9/20/21	Mon 10/18/21
253	Lane Dashboard	3 days	Mon 3/8/21	Wed 3/10/21
254	UPS	5 days	Thu 3/25/21	Wed 3/31/21
257	Convention Center LPR height adjustment	25 days	Mon 3/22/21	Fri 4/23/21
261	Server and Network Configuration	2 days	Mon 9/13/21	Tue 9/14/21
267	Acceptance testing	54 days	Tue 3/8/22	Fri 5/20/22
303	Operation Demonstration Test	31 days	Tue 1/3/23	Wed 2/1/23
304	Final Acceptance and Contract close out	60 days	Thu 2/2/23	Wed 4/26/23

FIFTH 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 Fifth 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 Fifth 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 Fifth 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 Fifth 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
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

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
		3	Normal: Routine standard response to minor issues and/or repairs.	4 hours	Within 8 hours of service call	Same day or notification is required	4 hours

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 Fifth 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 Fifth 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 Fifth 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.

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

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

Item #	Payment Milestone	Estimated Completion Date	Payment Amount
21 32	Delivery of Spare Parts and Ticket Stock (Revised Third Amendment)	12/1/2020 06/30/2022	\$75,000
22 33	Operational Demonstration Test (ODT) (Revised in Fourth Amendment))	02/28/2022 08/01/2022	\$557,296
	Completion of ODT (Subtotal of Payments) (Revised in Fourth Amendment)		\$852,796 \$874,046
23 34	Subtotal System Implementation (Revised in Fourth Amendment)		\$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 in Fourth Amendment)		\$250,000 \$100,000
36	Convention Center Additional Skiosk Lite (Added in Fourth Amendment)	04/29/2022	\$28,461.56
37	(25) Thermal Validator / (3) Validation Kiosk (Added in Fourth Amendment)	04/29/2022	\$28,941.00
38	City Hall – Convert to Automated Facility – (2) Skiosk Lite / (1) Skiosk Smart (Added in Fourth Amendment)	04/29/2022	\$188,207.00
39	(6) CCTV Cameras (Added in Fourth Amendment)	04/29/2022	\$28,543.00
40	PGS Switches (Added in Fourth Amendment)	06/01/2022	\$38,630.00
41	HDMI Converters for Control Center (Added in Fourth Amendment)	04/29/2022	\$8,080.00
42	New SkiData RGB Strips (Added in Fourth Amendment)	04/29/2022	\$5,025.00
43	Commend Master Stations (Added in Fourth Amendment)	04/29/2022	\$7,703.00
44	3 Additional Monitors (TVs) Command Center (total of 8) (Added in Fourth Amendment)	04/29/2022	\$6,857.00
25 45	Pre-Sales Tax Subtotal (Revised in Fourth Amendment)		\$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 (Revised in Fourth Amendment)			\$6,326,346.00 \$6,328,699

3 PAYMENT SCHEDULE FOR ONGOING SERVICES

3.1 Warranty and Maintenance Services as set forth in Fifth 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 Fifth 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
(Amended this Fifth Amendment)**

Year	Fixed Maintenance Fee	Additional Products and Services – Time & Materials (not to exceed amount)	Annual Total
Year 1 (1/1/24-12/31/24) Warranty Services	\$92,000	\$250,000	\$342,000
Year 2 (1/1/25-12/31/25) Maintenance Services	\$403,900	\$250,000	\$653,900
Year 3 (1/1/26-12/31/26) Maintenance Services	\$403,900	\$250,000	\$653,900
Year 4 (1/1/27-12/31/27) Maintenance Services	\$403,900	\$250,000	\$653,900
Year 5 (1/1/28-12/31/28) Maintenance Services	\$403,900	\$250,000	\$653,900
Year 6 (1/1/29-12/31/29) Maintenance Services	\$403,900	\$250,000	\$653,900
Year 7 (1/1/30-12/31/30) Maintenance Services	\$403,900	\$250,000	\$653,900
Year 8 (1/1/31-12/31/31) Maintenance Services	\$403,900	\$250,000	\$653,900
Year 9 (1/1/32-12/31/32) Maintenance Services	\$403,900	\$250,000	\$653,900
Year 10 (1/1/33-12/31/33) 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 \$ 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
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“CITY”

  
Email: luz.cofresi-howe@sanjoseca.gov
Date: 12/12/2022 GMT

By: _____

“CONTRACTOR”

  
Robert Weiskopf
Chief Sales Officer
SKIDATA GmbH
Email: robert.weiskopf@skidata.com
Date: 12/10/2022 GMT

By: _____

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

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

Description	Option 1 (1/1/24- 12/31/24)	Option 2* (1/1/25- 12/31/25)	Option 3 (1/1/26- 12/31/26)	Option 4 (1/1/27- 12/31/27)	Option 5 (1/1/28- 12/31/28)	Option 6 (1/1/29- 12/31/29)	Option 7 (1/1/30- 12/31/30)	Option 8 (1/1/31- 12/31/31)	Option 9 (1/1/32- 12/31/32)	Option 10 (1/1/33- 12/31/33)
Software Support Services	Included	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850	\$97,850
Hardware Maintenance Services	Included	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500
Intercom System	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Parking Space Count System	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Proximity Card Access System	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Web-based Validation Solution	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
FDMS	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 users)	Included	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000
Customer Loyalty Program (up to 25,000 accounts)	Included	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700	\$37,700
Valet Parking System	Included	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100	\$22,100	\$228100	\$22,100	\$22,100
Smarking (not-to-exceed)	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000
Parking Network System	Included	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500
Total Fixed Maintenance Fee	\$92,000	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900	\$403,900
Time & Materials (not-to-exceed)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Total 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 (1/1/26), Contractor may request a compensation adjustment on each anniversary of the performance period pursuant to Section 6 of Fifth Revised Exhibit B