

AMENDMENT #1
FOR
PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS) MAINTENANCE SERVICES

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Sentry Control Systems, Inc., a state of California corporation, (hereinafter referred to as “Contractor”), with County and Contractor sometimes individually referred to as (“Party”) or collectively referred to as (“Parties”).

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-15010652 for PARCS Maintenance Services, effective January 1, 2015 through December 31, 2019, in the amount of \$992,392.00, (hereinafter referred to as “Contract”); and,

WHEREAS, both Parties desire to amend the Contract Scope of work, Fees and Charges and to increase total contract amount; and,

NOW THEREFORE, the Parties agree as follows:

ARTICLES

1. Effective upon signatures, increase by \$816,000 for a new total contract amount.
2. Article “21. Notices” of the Contract shall be amended to revise County Contract to the following:

cc: OC Public Works/Purchasing
Attn: Roy Aragon, Deputy Purchasing Agent
Phone: 714-667-9747
Email: roy.aragon@ocpw.ocgov.com
300 North Flower Street
Santa Ana, CA 92703

3. Attachment A. “Scope of Work,” has been revised to provide equipment and installation of OCPW’s Parking Access and Revenue Control Systems, Relocation of surplus services, equipment and Installation of Pay on foot machines, removal of CCTV equipment and one-time wireless installation. A fully revised Attachment A is attached hereto and incorporated.
4. Attachment B. “Contractor’s Pricing,” Section II, Contractor fees, has been revised to add EMV Chip Conversion and equipment, relocation of surplus equipment, and POF installation fees and the removal of CCTV maintenance. A fully revised Attachment B is attached hereto and incorporated.
4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

SENTRY CONTROL SYSTEMS, INC. *
a state of California corporation

By [Signature]

Print Name Frank Flanagan

Title CEO
Contractor

Date 11/5/2014

By [Signature]

Print Name Timothy Flanagan

Title CFO
Contractor

Date 11/5/2014

County OF ORANGE
a political subdivision of the State of California

By [Signature]

Print Name: KATHERINE EMERCO

Title Deputy Purchasing Agent

Date 12-29-14

APPROVED AS TO FORM
County Counsel

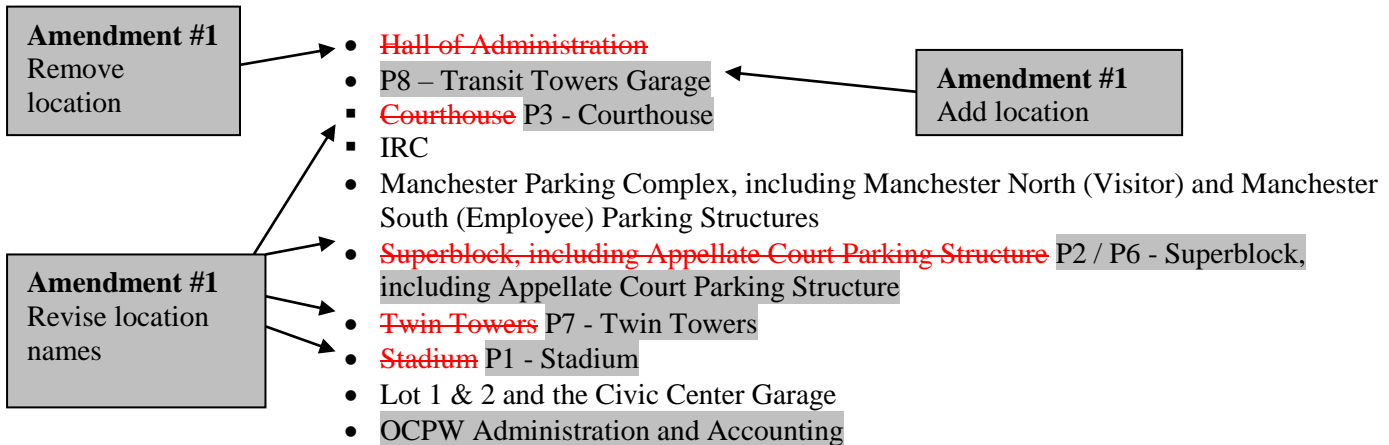
By _____

Date [Signature] 11.5.14
Deputy

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

ATTACHMENT A
SCOPE OF WORK

I. **SCOPE OF WORK:** Contractor shall provide all labor, materials, tools, and equipment required for PARCS Maintenance Services at the locations listed below.



II. **REGULAR MAINTENANCE SERVICES:** Contractor shall furnish Maintenance Services specified below on the parking and revenue control system equipment listed in Section VII below, operated by County at the locations listed above ("Equipment") and related software ("Software").

Maintenance Services included in the Service Contract price cover:

1. Monthly preventive maintenance including inspection, cleaning, lubricating and adjustment of the Equipment as scheduled by Contractor during regular working hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday, excluding County Holidays ("Regular Working Hours").
2. Unscheduled service calls for remedial maintenance performed in response to County's request during the hours 8:00 a.m. to 5:00 p.m. on Monday through Friday.
3. Response to a service call placed by an authorized representative onsite within four (4) hours.
4. Parts and labor required for repair or replacement of equipment items in need of repair or replacement as a result of normal wear and tear, to include failure of loop wires, interconnect wires, print heads, ticket retractors, locking assemblies, and cutter assemblies. Hardware and software intra-release updates and hotfixes provided by the manufacturer. Necessary replacement will be based upon contractor's sole assessment and discretion.
5. Training: up to ten (10) hours per year.

Contractor will make a reasonable effort to respond to an authorized request for an unscheduled service call on the same day if the service call is placed before 11:00 a.m. on a regular working day. Maintenance Services requested by County to be performed at times other than Regular Working Hours will be provided at Contractor's rates as set forth in the Additional Work Hours and Labor Rate on Attachment B.

III. **ADDITIONAL WORK:** Contractor will provide additional services, materials and consumable items listed below on a time and materials basis. Services requested by County for Additional Work will be available during Regular Working Hours at Contractor's rates as set forth in the rate schedule specified in Attachment B. Services requested by County for Additional Work, during other than regular working hours will be provided at Contractor's rates as set forth in the rate schedule as specified in Attachment B.

1. Replacement of gate arms, inking ribbons, or sign faces or restocking of parking tickets.

2. Setting or changing the time or date of clocks or resetting counters.
3. Service calls to deal with the consequences of a power failure, removal or suspension of primary power for any reason.
4. Training of County's personnel responsible for operating the equipment, system and software in excess for ten (10) hours per year.

The repair or replacement of damaged or broken parts or an item of equipment that is damaged or fails due to malicious, intentional or accidental acts, or acts of nature, or acts of terrorism is not considered Additional Work under this Agreement. In such a circumstance, a separate quote will be provided by Contractor and Contractor will wait for written authorization to proceed before this work is performed because this work is specifically excluded from the Scope of Work under this Agreement.

Any hardware, firmware, software required to implement EMV or related to credit card compliancy is specifically excluded from the Scope of Work under this Agreement.

All hardware and software upgrades issued by the manufacturers of equipment items or future replacements are specifically excluded from the Scope of Work under this agreement. All version upgrades, installation and implementation services, and any other costs associated with deployment of a new, revised, enhanced, or modified payment application that may be deemed necessary to meet new Payment Application validation requirements are specifically excluded from the Scope of Work under this agreement. In such a circumstance, a separate quote will be provided by Contractor and Contractor will wait for written authorization to proceed before this work is performed.

IV. WIRELESS SOLUTION: ~~Contractor shall provide all equipment and labor to install the wireless solution including mounting equipment replacing the existing network infrastructure including switches and wireless nodes. Contractor will assemble and test the system and verify that it operates properly. Contractor will provide one (1) year warranty on all equipment, parts and labor. Contractor will provide training as well as commissioning services. County will provide required permits.~~

Contractor shall provide

- ~~1. 10 Cisco SF200-24 Switches~~
- ~~2. Misc mounting hardware~~
- ~~3. Electrical hardware~~
- ~~4. Scissor lift 1 day (courthouse roof)~~

~~Contractor shall provide the following equipment need to install the wireless solution:~~

Amendment #1
Remove language for one-time installation

A. Equipment List:

1. 14 Ruckus T300 Aps
2. 1 Ruckus Zd3000
3. Ruckus Support and Advance Replacement Coverage
4. Poe Injectors

Amendment #1
Add Title

V. EMPLOYEES:

1. Contractor will perform all services through trained personnel employed and supervised by Contractor. Contractor agrees that each of its employees shall be properly qualified and will use reasonable care in the performance of duties.
2. Contractor's employees and authorized representatives shall have access to County's facility locations and the equipment for the purpose of performing the required services.

VI. GENERAL REQUIREMENTS:

1. Contractor must ensure all precautions for safety are taken.
2. All Contractor vehicles parked on site shall be secure at all times.
3. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc. to protect the public, OC Public Works Staff, and its workers during the performance of this Contract.
4. All tools and materials shall remain in Contractor's possession at all times.
5. All materials that could inflict injury shall be continuously cleaned up as work progresses.
6. All work areas shall be secured prior to the end of each workday.
7. Contractor employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.
8. Contractor shall meet all insurance and bond requirements to perform work at OC Public Works.
9. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

EQUIPMENT LIST: This Equipment List may be adjusted (up or down in quantities) during the term of this Contract. These adjustments will be quoted separately and any decrease or increase to the annual contract amount will start at the beginning of the next fiscal period for which the budget process has not concluded. These adjustments will result in an adjustment to Total Contract Amount.

Additional locations and equipment, along with maintenance, and any adjustments shall be agreed to in advance and will be provided through an amendment to this Contract.

Equipment List – ~~Superblock~~ P/P6 Superblock

Quantity	Description
4	SKIDATA Entry Column Unlimited
3	SKIDATA Exit Column Unlimited
2	SKIDATA Door/Gate opener Card Reader
9	SKIDATA Barrier Gate
2	SKIDATA XT Pay on Foot Machine
3	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	SKIDATA Control Computer and Monitor
1	Commend Intercom System GE 700 and Monitor
11	CCTV Camera

Amendment #1
Revise location name

Amendment #1
Remove line

Equipment List – ~~Courthouse~~ P3 Courthouse

Quantity	Description
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Amendment #1
Revise location name

2	SKIDATA Entry Column Unlimited
2	SKIDATA Exit Column Unlimited
4	SKIDATA Barrier Gate
2	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	SKIDATA Control Computer with Coder and Monitor
1	Commend Intercom System GE 700 and Monitor
9	CCTV Camera

Amendment #1
Remove line

Amendment #1
Revise
location name

Equipment List – ~~Stadium~~ P1 Stadium

Quantity	Description
4	SKIDATA Entry Column Unlimited
6	SKIDATA Exit Column Unlimited
2	SKIDATA Door/Gate opener Card Reader
12	SKIDATA Barrier Gate
31	SKIDATA XT Pay on Foot Machine
1	SKIDATA Credit, Cash Pay on Foot Machine
3	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
2	SKIDATA Server and Monitor
2	SKIDATA Control Computer and Monitor
1	SKIDATA Laser Printer
1	SKIDATA Credit Card WorkStation and Monitor
1	Commend Intercom System GE 700 and Monitor
1	ET901 – A IP-Box Inclu Network Switch
16	CCTV Camera
1	CCTV Samsung DVR and Monitors

Amendment #1
Remove lines

Equipment List – IRC

Quantity	Description
6	SKIDATA Door/Gate opener Card Reader
6	SKIDATA Barrier Gate
1	SKIDATA Control Computer and Monitor
1	Commend Intercom System GE 700 and Monitor
6	CCTV Camera

Amendment #1
Remove line

Amendment #1
Remove
location

~~Equipment List – Hall of Administration~~

Quantity	Description
1	SKIDATA Entry Column Unlimited
1	SKIDATA Exit Column Unlimited
2	SKIDATA Barrier Gate
1	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	Commend Intercom System GE 700 and Monitor
3	CCTV Camera
1	ELK Voice Announce Computer Sound Interface Card
1	ELK Voice Announcement Output Board

Amendment #1
Revise location name

Equipment List – ~~Twin Towers~~ P7 Twin Towers

Quantity	Description
4	SKIDATA Entry Column Unlimited
3	SKIDATA Exit Column Unlimited
1	SKIDATA Door/Gate opener Card Reader
8	SKIDATA Barrier Gate
1	SKIDATA XT Pay on Foot Machine
2	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	SKIDATA Control Computer and Monitor
1	Commend Intercom System GE 700 and Monitor
9	CCTV-Camera

Amendment #1
Remove line

Equipment List – Manchester

Quantity	Description
3	SKIDATA Entry Column Unlimited
4	SKIDATA Exit Column Unlimited
10	SKIDATA Door/Gate opener Card Reader
17	SKIDATA Barrier Gate
3	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	SKIDATA Control Computer and Monitor
1	Commend Intercom System GE 700 and Monitor
22	CCTV-Camera
1	SKIDATA XT Pay on Foot Machine

Amendment #1
Remove line

Equipment List – ~~OCPW Admin Offices~~ OCPW Administration and Accounting Offices

Quantity	Description
2	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
2	SKIDATA Control Computer for WorkStation and Monitor
1	e:VAL Server and Monitor

Amendment #1
Revise location name

Equipment List – Civic Center Lot #1, Lot #2 and Civic Center Garage

Quantity	Description
10	SKIDATA Barrier Gates
2	SKIDATA Entry Column Unlimited
4	SKIDATA Exit Column Unlimited
3	SKIDATA Door/Gate Card Reader
2	SKIDATA OEM PC Dell XE (POS located at Civic Center Garage) and Monitor
1	Exacq Netwrok Video Recorder with 2Tb and Monitor
10	Mini Dome CCTV camera 2/3 MP outdoor WDR & IR

Amendment #1
Remove lines

VII. EMV CHIP CONVERSION:

1. Equipment for EMV Chip Conversion

Amendment #1
Add EMV Chip Conversion Installation Services

Quantity	Description
23	Terminal Based Solution (EMV Capable) – Exit Lane
19	Terminal Based Solution (EMV Capable) – Manual Pay station
1	Terminal Based Solution (EMV Capable) - Pay-On-Foot
41	Mounting Bracket
1	Software – System Upgrade – Parking.Logic V10 (Update Package / Facility); Setup

2. EMV Chip Conversion Scope of Work:

Contractor Shall:

- A. Install and deploy EMV capable Terminal Based solution (Contact readers, pin pads, and/or add-on contactless reader as required by EMV):
 - Exit Colum – 23
 - Manual paystation (desktop coder) – 19
 - Pay-on-foot (POF) -1 ('Credit Cash POF'; credit card only POF)
 - Terminals support magnetic stripe credit cards, end-to-end encryption, as well as NFC such as Apple Pay through the contactless reader option.
 - Offline payment acceptance
- B. Setup System and SKIDATA software upgrade as required to support/complete installation of terminal based solution.
- C. Complete a final system test and checkout of the Operational testing system.
- D. Mount brackets for EMV Terminal Solution
- E. Mount parking lane equipment (Gate, Ticket Dispensers, Card Readers, Etc.)
- F. Upgrade Parking Logic V10 System
- G. Commission Software and Hardware.
- H. Confirm EMV certification.
- I. Provide Programming of Graphic Displays

3. County Responsibilities:

- A. Provide mounting Location(s) for equipment
- B. Provide low voltage communication or control cable at time of installation.
- C. Graphic Displays:
 - 1. Provide Contractor updated graphics

Amendment #1
Add Pay on Foot Relocation installation services

VIII. PAY ON FOOT RELOCATION:

1. Equipment for relocation:

Quantity	Description
2	100 Feet of Conduit & Cable Infrastructure
19	Labor
1	Low Voltage Sentry

2. Scope of work:

A. Contractor shall relocate Stadium Pay on Foot Device to P8 Transit Towers. The Pay on Foot will be located on the ground level, to the right of the northbound walkway exit – towards Santa Ana Blvd.

B. County Responsibilities:

1. Provide low voltage conduit with cable and 115-vac voltage conduit with cable.

Amendment #1
Add Transit Tower EMV
Chip Equipment installation

IX. P8 – TRANSIT TOWER EMV CHIP EQUIPMENT:

1. P8 – Transit Tower Equipment

Quantity	Description
2	EXIT POWER.GATE UNLIMITED, HID, Includes
Incl.	Power.Gate-EXIT
Incl.	CO UNLIMITED BU
Incl.	CO UNLIMITED FEED+
Incl.	CO UNLIMITED BC C
Incl.	CO UNLIMITED 1x2 MAG
Incl.	Power.Gate/ Lite.Gate Touchscreen 7"
Incl.	Hardware LVPs
Incl.	Power.Gate User Interface Illuminated
Incl.	Power.Gate /Lite.Gate contour stripe illuminated
Incl.	Power.Gate Interface extension large
Incl.	Power.Gate Intercom DIGITAL
Incl.	Power.Gate/Lite.Gate lock keyed the same
Incl.	Power.Gate Ticket Tray – Small
Incl.	HID ProxPoint Plus (Black)
Incl.	12vdc, 1 amp, Reg. Adapter
2	ENTRY POWER.GATE UNLIMITED, HID
Incl.	Power.Gate-ENTRY
Incl.	Power.Gate Ticket Tray – Small
Incl.	CO UNLIMITED BU
Incl.	CO UNLIMITED FEED
Incl.	CO UNLIMITED BC C
Incl.	CO UNLIMITED 1x2 MAG
Incl.	Power.Gate/ Lite.Gate Graphic Display 7"
Incl.	Hardware LVPs
Incl.	Power.Gate User Interface Illuminated
Incl.	Power.Gate /Lite.Gate contour stripe illuminated
Incl.	Power.Gate Interface extension large
Incl.	Power.Gate Intercom DIGITAL
Incl.	Power.Gate/Lite.Gate lock keyed the same
Incl.	HID ProxPoint Plus (Black)
Incl.	12vdc, 1 amp, Reg. Adapter

4	BARRIER.GATE- Non-Illuminated With Folding Arm
Incl.	Barrier.Gate-BASIC-US
Incl.	Barrier.Gate-CABLE-LOOPDE
Incl.	Barrier.Gate-DET
Incl.	Barrier.Gate-F-BOOM 2.5-2.34
2	BARRIER.GATE-Standard Deluxe RGB Illuminated 10'
Incl.	Barrier.Gate-BASIC-US
Incl.	Barrier.Gate-CABLE-LOOPDE
Incl.	Barrier.Gate-DET
Incl.	Barrier.Gate-BOOM RGB 3.0
Incl.	Barrier.Gate-IF-SKIDATA
Incl.	Barrier.Gate-LEDLIGHT
Incl.	Barrier.Gate-LIGHT-STRIFE
2	MONTHLY ONLY (NEST) INTERCOM & HID
	Pedestal for Card Reader w/ Intercom
	Substation, duplex, weather resistant, 1 silver button
	RDR SD582 Interface Board w/ Power Supply
	Ethernet Extension Board
	Weigand converter board for SKIDATA
	ProxPoint Reader, Wiegand Output (Beige)
	Hardware LVPs
4	POWER.GATE INTERCOM DIGITAL ET908
12	PP PROTECTION POST
6	PP OFFSET (TOP) PROTECTION POST
8	MOUNTING PLATE FOR COLUMNS & GATES
	Mounting Plate - Lane Equipment
4	CUSTOM PEDESTAL FOR CARD READER
2	POWER.GATE INTERCOM DIGITAL ET901
	ACCESSORIES / OTHER
12	100 FEET OF CONDUIT & CABLE INFRASTRUCTURE
1	EMV TERMINAL SOLUTION - 2 EXITS
2	EMV MOUNTS (MISC)
8	GORILLA POST WITH MOUNTING PLATE
8	CAT 6 CABLE
6	VOICE ANNOUNCEMENT OUTPUT BOARD
1	36" WALL-MOUNT SERVER RACK
1	CAT 6 CABLE
1	GORILLA POST PULLER - LONG HANDLE
1	GORILLA POST EPOXY KIT FOR 20 POSTS
1	VOICE ANNOUNCE COMPUTER SOUND INTERFACE CARD
1	MISC. MATERIAL 01
1	MISC. MATERIAL 02

	SERVER/NETWORK EQUIPMENT
1	MOVE RUCKUS ZONEFLEX WIRELESS POINT TO POINT
1	HP 5810 PC BUNDLE
Incl.	1. HP5810 I5-4570S
Incl.	2. Hard Drive , HP 500GB, SATA-600
Incl.	3. 4GB Memory for HP5810
Incl.	4. Microsoft Windows 7 Professional
1	CISCO SG300-52
	MANAGEMENT SYSTEM SOFTWARE
6	SFTW NON SKIDATA READER, EACH ADDL READER
	INTERCOM
1	G3 GE 300 IP-INTERCOM SERVER
1	COMMEND LAN INTERFACE LICENSE 8 CONNECTIONS
1	G3 INTERCOM SUBSCRIBER BOARD IP 4 B FEATURES
1	G3 - LICENSE UPGRADE G3-IP-4B TO G3-IP-8B

2. P8 – Transit Tower Scope of Work:

Contractor Shall

A. Remove existing equipment and replace with new SKIDATA lane equipment.

- Install/deploy 2 new entrance columns.
- Install/deploy 2 new exit columns.
- Install/deploy 4 new gates.
- Add 1 Gate Nest Entry, 1 gate nest Exit, electrical, and power by Sentry

B. Install and deploy wireless access points.

C. Test existing loops during installation.

- Contractor will replace loops if needed.

D. Install conduit to bring power and data to the island (exit lane) from entrance lane (approximately 20 ft. from island/lane); perform all conduit/trenching, as necessary; Contractor will provide and pull new cable between entrance and exit lane only (approx. 20 feet).

E. Install new conduit to bring power and data to 2 (two) new nesting lanes, Contractor will form and pour new concrete islands, cut and install 4 (four) new loops. If needed.

F. Connect Transit Towers P8 Carpark to the County SKIDATA server.

Amendment #1
Add Full Service Easy Cash
POF Installation

X. FULL SERVICE EASY CASH POF INSTALLATION:

1. Full Service fast Cash POF with Cashflow Bill Acceptor Equipment:

Quantity	Description
5	Full Service Easy Cash POF w/Cashflow Bill Acceptor
Incl.	License, SQL 2008 SRV-CAL/V2, MS SQL
Incl.	SFTW MS XP Embedded - Order with SKIDATA PC's only
Incl.	POF Easy.Cash Rack
Incl.	POF-EC Coder Unlimited
Incl.	POF-EC Coder Unlimited Feeder+
Incl.	POF-EC Crosswise Barcode
Incl.	POF-EC Easy Cash Basic Unit (3-Color) – with 946010324
Incl.	POF-EC Mag Stripe Reader (1 way)
Incl.	Hardware LVPs
Incl.	POF EC Banknote reader w/stacker Cashflow
Incl.	Hardware LVPs
Incl.	Hopperset for US
Incl.	WEB KEY Unmanaged Setup Kit (Incl: 1 Grand Master Key, 2 User Keys, Configuration/Setup)
Incl.	USB Keyboard w/ Mouse
	If Needed; Retro-fit Kit Hopper Extension (for POF option above-- POF w/ cashflow bill acceptor)

2. Full Service Fast Cash POF with Cashflow Bill Acceptor Scope of Work:

Installation Locations:

- Quantity 1 (one) - Manchester Parking Complex, including Manchester North (Visitor)
- Quantity 2 (two) - P2 / P6 - Superblock, including Appellate Court Parking Structure
- Quantity 1 (one) - P7 - Twin Towers
- Quantity 1 (one) - P1 - Stadium

Contractor Shall

- A. Remove and dispose existing equipment.
- B. Install 5 (five) POF's equipment
- C. Test existing conduit during installation.
 - Contractor will replace conduit if needed.

**ATTACHMENT B
CONTRACTOR'S PRICING**

I. COMPENSATION: This is a Contract between the County and Contractor for PARCS Maintenance Services, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Articles "24" and "39" of the County Contract Terms and Conditions.

II. CONTRACTOR FEES: Payment shall be made in accordance with the provisions of this Contract. Payment is as specified below. **Total Contract Amount for five (5) years shall not exceed ~~\$992,392.~~ \$1,808,392.**

Amendment #1
Add increase of \$816,000

1. **Wireless Solution:** ~~Contractor shall provide and install Wireless Solution in accordance with Attachment A, Section IV. The one-time cost to provide and install the Wireless Solution shall not exceed \$49,930. Cost for Maintaining the Wireless Solution is included with Maintenance Services.....\$49,930~~ Cost for Maintaining the Wireless Solution is included with Maintenance Services.

Amendment #1
Revise one-time Wireless installation service language

2. **EMV Chip Conversion, Relocation of Surplus Equipment, and POF Installation:** Contractor shall provide equipment and installation for conversion of OCPW's Parking Access and Revenue Control Systems (PARCS) in accordance with Attachment A, Section VII. and IX. Contractor shall provide Relocation of surplus services in accordance with Attachment A, Section VIII. Contractor shall equipment and installation for POF installation in accordance with Attachment A, Section X. The one-time cost to provide services shall not exceed \$816,000. Cost for Maintaining the equipment is included with Maintenance Services.

Amendment #1
Add fees for EMV Chip Conversion, Relocation of Surplus Equipment and POF Installations

3. **Maintenance Services and Additional Work:**

<u>Period</u>	<u>Annual Amount</u>	<u>Add'l Work</u>	<u>Total Amount</u>
1//1/15 – 12/31/15	\$150,000.00	\$25,000.00	\$175,000.00
1//1/16 – 12/31/16	\$156,000.00	\$25,000.00	\$181,000.00
1//1/17 – 12/31/17	\$162,240.00	\$25,000.00	\$187,240.00
1//1/18 – 12/31/18	\$227,136.00	\$25,000.00	\$195,352.00
1//1/19 – 12/31/19	\$238,492.80	\$25,000.00	<u>\$203,970.00</u>
Total Amount:			\$942,462.00

Amendment #1
Add language to deducted funds for maintenance Program

**Due to the CCTV Equipment no longer included in the maintenance program, \$2,500 will be deducted monthly for the remainder of the Contract.*

4. **Additional Work Hours and Labor Rate:** Additional Work will be provided as specified in Attachment A, Section III

Standard rates are billed in 30 minute increments with minimum periods defined in the table below. Time exceeding any 30 minute increment is rounded up to the next increment. These rates are applicable during normal Sentry business hours, Monday – Friday, 8am – 5pm.

Labor Category	Time of Service	Minimum Time	Rate for Minimum Period	Hourly Rate After Minimum Period
Service Technician	Regular Hours	One-half hour	\$145	\$145
System Engineer	Regular Hours	One-half hour	\$190	\$190

Regular Service: Monday – Friday, 8am – 5pm

Afterhours (Emergency) Service:

Monday – Saturday @ 2 times the regular Service or Systems Engineer rates (two hour minimum charge).

Sunday & Holidays @ 2.5 times the regular Service or Systems Engineer rates (two hour minimum charge).

5. **Consumables:** Consumables items will be paid with funds allocated for Additional Work. Contractor shall obtain written permission prior to replacing any and all consumable items.

III. PRICE INCREASES/DECREASES: Any increase in compensation or change in price shall be agreed to in advance and will be provided through an amendment to this Contract.

IV. PAYMENT TERMS: Invoices are to be submitted quarterly in advance of services to the address specified below (4 invoices per year). Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

V. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor’s letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from (a), above
- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number
- f. Service Date
- g. Description of Services

- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works
Attn: Accounts Payable
300 N. Flower St., 8th Floor
Santa Ana, CA 92703