

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF UNION CITY
AND
CARACAL ENTERPRISES LLC, DBA VENTEK INTERNATIONAL
FOR _____

This Agreement for consulting services is made by and between the City of Union City, a municipal corporation, ("City") and Caracal Enterprises LLC, a Delaware limited liability company dba VenTek International with offices located at 1260 Holm Road, Suite A, Petaluma, CA 94954 ("Consultant"), (together referred to as the "Parties") as of April 1, 2017 (the "Effective Date").

Section 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on April 1, 2020, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed One Hundred Thousand Dollars, (\$100,000) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to

City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

2.2 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.3 Hourly Fees. Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.4 Reimbursable Expenses. Reimbursable expenses shall not include a mark-up and are billed as a direct cost. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.6 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.8 Business License. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Union City Municipal Code.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	Commercial General Liability Premises Liability; Products and Completed Operations;	\$1,000,000 per occurrence; Bodily Injury and Property Damage

	Contractual Liability; Personal Injury and Advertising Liability	\$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim

4.2 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Union City, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with

Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

10.2.1 Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority.

10.2.2 If the dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any mediator, and shall bear their own attorney's fees for the mediation.

10.2.3 The alternative dispute resolution process in this section is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900, *et. seq.*

10.3 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.4 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.7 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.8 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.10 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as Mark Evanoff, Deputy City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

10.11 Notices. Any written notice to Consultant shall be sent to:

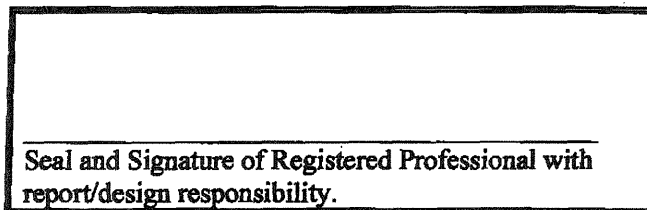
Gary A. Catt, President
Caracal Industries LLC dba VenTek International
1260 Holm Road, Suite A,
Petaluma, CA 94954

Any written notice to City shall be sent to:

Antonio E. Acosta, City Manager
City of Union City
34009 Alvarado Niles Rd. with a copy to
Union City, CA 94587

Benjamin T. Reyes II, City Attorney
City of Union City
34009 Alvarado Niles Rd.
Union City, CA 94587

10.12 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Payment Schedule

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF UNION CITY

**CARACAL INDUSTRIES DBA
VENTEK INTERNATIONAL**

ANTONIO E. ACOSTA, CITY MANAGER



GARY A. CATT, PRESIDENT

ATTEST:

ANNA M. BROWN, CITY CLERK

APPROVED AS TO FORM:

BENJAMIN T. REYES II, CITY ATTORNEY

Exhibit A

SCOPE OF WORK

1. Description of System

- 1.1 Consultant shall provide access to and maintain, a Revenue Collection System (“RCS”) consisting of a real-time, Internet-based, inter-connected network of PPMs and a hosted central communications server, enterprise database, Transaction Processing System (“TPS”) and browser-based software, (collectively the “System and “Services”).
- 1.2 Consultant’s System shall ensure that each PPM unit in the System can operate in a fully-online fashion and provide a PCI-compliant TPS with real-time electronic payment card (credit/debit) processing and validation services (described in Part II of this Exhibit A).
- 1.3 The online interface shall provide maintenance and security notifications to “on the ground” personnel via an email/paging facility in the VenTek system’s hosted central server called “venCENTRAL”.
- 1.4 The VenTek central system server shall consist of a state-of-the art communication and enterprise database facility that provides functions such as consolidated revenue reporting, payment processing and Pay Station rate and configuration control.
- 1.5 City shall be able to monitor, control and manage the RCS through VenTek’s web-based *venVUE*® Facility Management Software (“FMS”) from any personal computer with an Internet connection. *venVUE*® provides a complete reporting suite for access to revenue, maintenance and other System-related data. For the price defined in Exhibit B, the Enhanced *venVUE*® Report Engine provides an additional ability to export system report data in variety of file formats, including: Excel, Rich Text Format (RTF), CSV and text.

2. *venVUE*® Facility Management System (“FMS”)

- 2.1 The *venVUE*® Facility Management System (“FMS”) shall be accessible to the City via an Internet web-browser.
- 2.2 The hosted System shall provide for remote configuration of pay stations, remote monitoring of pay stations status and health, consolidated reporting for revenue collection and all other financial information, reporting for enforcement purposes, and configuration of multiple *venVUE*® user accounts.
- 2.3 The remote configuration of System shall include ability to setup different rates for specific days of the week which may have different rates.
- 2.4 The System shall provide the City with user access and the ability to setup different user access levels.
- 2.5 The System shall provide real-time status and monitoring of service and maintenance status, security alerts of the PPM network.

- 2.6 The System shall have ability to track and collect data such as usage patterns (number of vehicles each day, and high/low usage daily usage periods, and similar types of information).

3. Confidential and Proprietary Information

3.1 Confidentiality

All data and information generated, collected, developed, discovered or otherwise saved in the System (collectively the “Data”) by the Consultant in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

3.2 Ownership of Materials

All reports, documents or other materials derived from the Data (collectively the “Materials”), developed or discovered by Consultant, or any other person engaged directly or indirectly by Consultant to perform the Services under this Agreement, shall remain the property of City. During the Term of this Agreement the Consultant is granted authority to solely use the Materials to provide the Services under the Agreement with the City.

3.3 Ownership of Data

The City shall maintain ownership and control of the Data throughout the contract period and in perpetuity. Consultant shall have the right to use the Data solely to perform Services under the Agreement with the City. Consultant may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Consultant shall provide City with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Consultant warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

Part II – Automated Parking Payment Processing Network

The SOW described in this section defines the principal activities and responsibilities of Consultant and the City related to the automated electronic parking payment processing network and TPS, including:

- Online Capabilities
- Card Brand Support
- Card Processor Selection
- PCI Compliance
- Privacy, Security, Backup and Disaster Recovery
- Credit Card Number Storage and Destruction
- Customer Service
- Reporting
- Support and Maintenance

1. Online Electronic Payment Processing Network

- 1.1 VenTek shall provide online credit card payment gateway services as part of daily operation of City's Automated Online Parking Payment System Network comprised of VenTek PPM units, online connections, a communications server and an enterprise database, herein referred to as the "System".
- 1.2 System's TPS must utilize the City's existing Merchant Service Provider ("*Acquiring Bank*" or "*Acquirer*"), which employs Chase Paymentech ("*CPT*") as the ("*Card Processor*"). Transactions must be processed to CPT's Tampa platform as described herein.
- 1.3 The VenTek PPM units communicate with the CPT platform through Internet network connections from server system (the "*Server*") hosted and maintained in the VenTek Data Center ("*VDC*").
- 1.4 Consultant's TPS shall provide electronic payment card payment gateway services and charge for processing, in one of two fashions:
 - A "Flat Fee" charged in advance, for unlimited electronic payment card transactions or,
 - On a "per transaction" demand basis, charged in arrears;for the fees stated in Exhibit B.1 Compensation.
- 1.5 Consultant's TPS must be able to accept all major card brands: Visa, Master Card, American Express and Discover, including Visa and Master Card logo debit cards. For City's application it shall be programmed to accept Visa, MasterCard, & Discover.
- 1.6 Consultant's System shall process PPM payment transactions in "real-time", or "real-time with offline mode" in the event of Internet or Card Processor outages.

2. Overview of Credit Card Processing Flow

- 2.1 Parking customer swipes credit/debit card at the VenTek PPM. The resulting Payment Authorization Request transaction (the "Transaction") is electronically transmitted from the PPM via a wireless connection, through the Internet and ultimately to VenTek Communications Server located in the VenTek Data Center ("*VDC*") located in Petaluma, California.

- 2.2 The VenTek "Gateway" TPS recognizes the payment request, encrypts it and then transmits the Transaction electronically to the Card Processor utilized under the City's existing Merchant Services Agreement.
- 2.3 The Acquirer submits the payment transaction to the Credit Card Interchange for Customer's Credit Card Issuer to approve. The Credit Card Interchange is a network of financial entities that communicate to manage the processing, clearing, and settlement of credit card transactions.
- 2.4 The Credit Card Issuer approves or declines the Transaction based on the customer's available funds or credit line and passes the transaction results back through the Interchange and to the Processor, who then relays the transaction results to the VenTek System.
- 2.5 The VenTek communications server then relays the transaction results to the City's originating APS unit requesting authorization for payment of a parking fee. A positive authorization message permits the APS to vend a permit. A negative authorization message inhibits the APS from vending a permit. This communication process happens almost instantly but is a function of the APS Internet communication medium. With a high-speed wired connection authorization can be achieved in a matter of seconds.
- 2.6 At a configurable time each day (typically 11:45 P.M. PST) the VenTek system automatically requests Settlement with the Processor for all electronic payments collected for the calendar day. This process triggers the Processor to crystallize all authorized payments into an electronic deposit to the City. (NOTE: Some Processors auto-settle which dictates that the VenTek will automatically consider all "POSTED" transactions as settled without any interaction with the Card Processor.)

3. Implementation

- 3.1 Consultant shall provide access for City to the *venVUE*[®] website. The secure URL and credentials will be provided to the City as part of the software service process.

4. Consultant Responsibilities

- 4.1 Consultant shall provide a convenient electronic method for the payment of parking fees via online payment gateway for settlement.
- 4.2 Consultant shall provide web security, including firewalls.
- 4.3 Consultant shall maintain the confidentiality of any information relating to City credit card payments. This includes absolutely no disclosure or use of information collected during payment transactions for any purpose other than processing the transaction.
- 4.4 Consultant shall provide automated system that facilitates the following reporting capabilities. The *venVUE*[®] Remote Management allows the City to use and tabulate the data as desired. Additional work by Consultant regarding report design and construction is outside the scope of this Agreement but can be provided on request at an additional cost under the terms of this Agreement.
- 4.5 City shall be able to access a Transaction report on a daily basis of all transactions processed the previous day.
- 4.6 Consultant shall retain credit and debit authorization logs and transaction records for such period of time as required by applicable law and rules, regulations and operation procedures of the respective Card organizations.

- 4.7 Consultant shall retain documents relating to any credit and debit card transactions for at least ten (10) days for the purpose of recreating daily files in the event data is lost or destroyed.
- 4.8 Consultant shall provide incident reports of any material network outages¹, work stoppages, or other payment processing problems. This includes, but is not limited to, systemic problems related to authorizing on-line. Consultant shall inform the City of all incidents within twenty-four (24) hours of occurrence or awareness, and shall provide an incident report within five (5) business days. Incident reports shall include a description of the incident, the cause, duration of the incident, and actions taken to remedy the incident.

5. City Responsibilities

- 5.1 City will provide Consultant with the required information needed in regard to the financial institution(s) designated by City to act on its behalf for the settlement of funds.
- 5.2 City shall maintain a Settlement Account for which all credits collected, debits, payments and returned items shall be made to. City shall maintain sufficient balance in said account to cover overdraft of the Settlement Account as might result from returned items.
- 5.3 City may provide the daily Processor Settlement information to Consultant and daily deposit reports to bank in encrypted format upon request if required for reconciliation.

6. Privacy, Security, Backup and Disaster Recovery

- 6.1 Consultant shall provide the following:
 - 6.1.1 All computers or PPMs handling online credit and debit card processing shall have a host-based firewall technology preventing inappropriate/unauthorized access.
 - 6.1.2 An intrusion detection system monitoring for unauthorized access attempts.
 - 6.1.3 All computers must run anti-virus software.
- 6.2 24/7 monitoring for network-based firewall and IDS system for potential penetrations and on-call expertise for potential security incidents. The VenTek System has automated firewalls and associated software that monitors potential intrusions. These logs are reviewed on a daily basis.
- 6.3 File integrity monitoring to an external system for critical system and application files for inappropriate/unauthorized modifications. Reviews for potential changes must occur daily.
- 6.4 Only allow computer access by uniquely assigned and auditable IDs.
- 6.5 Two-factor authentication for routers servicing all computers connecting to handling, processing, or storing credit and debit card numbers.
- 6.6 All data transfers and administrative access must be in an encrypted format (e.g. SSL, SSH, IPSEC).
- 6.7 Compliance with all appropriate credit and debit card company security requirements.

¹ *A System Outage shall be defined as an occurrence of an unexpected occurrence or interruption that has not been previously scheduled and adversely affects the ability of the System to perform its primary function for the City and its users.*

- 6.8 Consultant shall maintain and keep in force, at minimum, an Incident Response Plan (the "IRP") at no additional cost to the City. The intent of the IRP is to help detect, mitigate and control security breaches.

7. Payment Card Industry (PCI) Compliance & Performance Standards

- 7.1 The System and Equipment shall be and remain compliant and certified by the PCI Standards council according to the following standards, entitled:

- "Payment Card Industry Data Security Standard" ("PCI-DSS"), and
- "Payment Application Data Security Standard" ("PA-DSS").

- 7.2 VenTek represents and warrants that the System shall be secured and certified to meet the PCI-DSS security standard established by the PCI Security Standards Council, as set forth online at <https://www.pcisecuritystandards.org/>, and as may be amended by the PCI Security Standards Council from time to time. System shall be audited by an independent third party on a quarterly basis to ensure the System is and continues to satisfy the PCI-DSS security standards. The audit, at a minimum, shall scan for all known methods used by hackers to access private information, vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices.

- 7.3 VenTek represents and warrants that the PPM software applications it provides for the purpose of performing Services related to processing payments, particularly credit and debit card payments, are developed in accordance with PA-DSS and are in compliance with the standards established by the PCI Security Standards Council, as set forth online at <https://www.pcisecuritystandards.org/>, and as may be amended from time to time. VenTek acknowledges and agrees to provide evidence that any such application it provides is certified in compliance with the PA-DSS standards and agrees to continue to maintain that certification as may be required from time to time.

- 7.4 VenTek agrees promptly to provide, from time to time at the request of the City, current evidence, in form and substance reasonably satisfactory to City, of compliance with the data security standards identified in Sections 7.1, which has been properly certified by an authority recognized by the Payment Card Industry for that purpose.

- 7.5 If during the term of this Agreement, VenTek undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify the City of such circumstances.

- 7.6 Failure by VenTek to comply with any provision of this Section 8 of this Exhibit A shall constitute a material breach of this Agreement.

8. Credit and Debit Card Number Storage and Destruction

- 8.1 Credit and debit card numbers must be protected by encryption, hashing, or truncation.
- 8.2 All access to credit and debit card numbers must be logged.
- 8.3 Credit and debit card information processed by the System must be protected, never visible to a user and stored only as long as it is required to complete a transaction.
- 8.4 Destruction of credit and debit card number must be performed to protect customer information.

9. Customer Service

- 9.1** Consultant shall provide response and correction for any interruption of the System during regular business hours Monday to Friday (excluding Statutory Holidays). Weekend and Holiday support and response can be provided at additional cost to the City. See Exhibit B, for pricing of weekend support and the additional support outside of normal business hours.
- 9.2** Consultant shall provide all technical phone support regarding the Automated Online Payment System to City throughout the term of the Agreement and through any term extension. Technical Support under this Agreement shall constitute no more than twenty-four (24) hours of phone support during the Term. Additional time can be purchased at the price(s) provided in Exhibit B.

10. Reporting

- 10.1** Consultant shall provide access to the following reports as part of the Automated Online Payment System:
- 10.1.1** Daily Transaction Log of all transactions processed the previous day.
 - 10.1.2** Monthly transaction Totals.
 - 10.1.3** Operations Summary (showing total sale by individual dollar amount).
 - 10.1.4** System Statistics (Hourly Parking Activity).
 - 10.1.5** Individual APS Reports (Cash Audit, Event Status, Credit Card Rejection and Total Transaction Reports).
 - 10.1.6** Transaction Lookup (Cash Sales, Credit Card Sales, and Total Sales).
- 10.2** Daily and monthly production reports. The reports shall cover the post implementation progress of the program. Monthly summary reports shall be available by the 10th calendar day of each month and include all prior month transactions. Aggregate and cumulative payment volumes.

11. Support and Maintenance

- 11.1** Consultant shall provide all support and maintenance of the Automated Online Payment System and online service, including support and maintenance for the operating software, the communications and central server, the digital cellular connections and wireless modem, and the two way communication between the hosted central server and each PPM. Consultant will be responsible for coordinating all support and maintenance with third party carrier service providers, such as AT&T, Verizon, if required.

12. Deliverables

- 12.1** A viable payment gateway system for real time credit and debit card processing via the Internet for each PPM.
- 12.2** Weekly status reports generation through venVUE© System.
- 12.3** The City can access a Transaction report for all parking fee transactions processed the previous day at whatever frequency that it chooses.
- 12.4** Web based reporting, including daily revenue reports, equipment status monitoring and occupancy reports.

12.5 Three (3) User License to access the web-based venVUE© Remote Management software for City to generate reports, monitor equipment status, and track occupancy.

NOTE: The Consultant has no authorized subcontractors for this project.

TABLE 1 Annual Software Credentials

ANNUAL SOFTWARE SUBSCRIPTION FEES				
Item	Description	Quantity	Unit Price	Extended Price
ARS1	venVUE System Management Software / Annualized fee Per System (Primary User)	1	\$495	\$495
ARS2	venVUE System Management Software / Annualized fee Per System (Secondary Users)	2	\$295	\$295
ARS2a	venVUE System Management Software / Annualized fee Per System (Courtesy Subscription)	1	\$295	\$0
ARS3	VenSTATION Data Hosting Service / Annualized fee Per Pay Station	15	\$540	\$8,100
ARS3a	VenSTATION Data Hosting Service / Annualized fee Per Pay Station - Promotional	6	\$360	\$2,160
ARS4	CDMA Cellular Connectivity Service / Annualized fee Per Pay Station	21	\$324	\$6,804
EC	Electronic Coupon - Value Card, Coupon Code, Annual Pass / Annualized fee Per Pay Station	0	\$120	\$0
PCI	Payment Gateway - PCI Compliant Secure Electronic Payment Processing - One Must Be Chosen			
	Per Transaction Payment Gateway (Transaction Processing) Service - Per Credit Card Transaction - Monthly in Arrear		\$0.05 per transaction	
PBSP	ROAM - Pay by Smart Phone - Charge to End User	per call	0.35 per call	
Annual Software Subscriptions				\$17,854

Exhibit B

COMPENSATION SCHEDULE

1. Compensation:

- 1.1 During the following two-year term, the city may elect to obtain product from the consultant at the prices listed in Table B1. Any additional services requested by the City that are not listed in Table B1 will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Consultant of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Consultant 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 Consultant. 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 Consultant in accordance with Consultant's warranty obligations.

2. Payment Schedule:

- 2.1 Work shall commence immediately upon execution of Supplements to this Agreement.
- 2.2 Compensation and payments shall be made to Consultant by City based on Net Thirty (30) days payment terms, unless otherwise noted in this Section 2.2.
- 2.2.1 Equipment Purchase & Installation Costs
Equipment purchase & installation service fees shall be paid according to the following schedule:
- On order placement 30%
 - On timely delivery & installation of machines 50%
 - After 30 days satisfactory operation of all machines 10%
 - After 180 days satisfactory operation of all machines 10%
- 2.2.2 Data Hosting Service Fees
Data Hosting Service Fees shall be invoiced monthly as services are rendered.

2.2.3 Software Subscriptions

venVUE[®] Annual Software Subscriptions and Enhanced Reporting Engine shall be paid in full in advance at the start of each year of Service.

2.3 Invoicing procedure: VenTek will invoice the City as described in Section 2.2. In the event of early termination of the Agreement, VenTek shall refund the City any fees not expended and paid in advance on a prorated basis.

Table B1: Purchase & Installation of System

3 Optional Additional PPM Purchase:

3.1 During the initial two-year term, the City has the option to buy additional VenTek PPMs at the prices listed in Table B2.

Table B2: Purchase & Installation of Additional PPMs

Part I - Capital Costs - Hardware, Installation, Setup & Services

PARKING REVENUE COLLECTION EQUIPMENT				
Item	Description	Quantity	Unit Price	Extended Price
E1	venSTATION Pay-By-Space, Pay and Display or Pay in Lane Includes 1 year Warranty Power Configuration: AC Connectivity: Cellular Or LAN Payment Mode: Credit Card Coin Acceptance Bill Acceptance	1	\$9,879	\$9,879
	Solar Power Charging System w/40 AHR Battery	per unit	\$1,536	
	Change Giving with \$1.00 Hopper	per unit	\$995	
	Spare Coin Locking Revenue Collection Unit	per unit	\$3,995	
	Spare Bill Locking Revenue Collection Unit	per unit	\$113	
	EMV Smart Card Ready - Includes Pin Pad & RFID Near Field	per unit	\$211	
	Gate Ready	per unit	\$3,495	
	Custom Wrap - Door Only	per unit	\$365	
	Shipping ¹	1	\$275	\$275
Parking Control & Payment Terminal Sub-total				TBD
				\$10,154

INSTALLATION & TRAINING				
Item	Description	Quantity	Unit Price	Extended Price
INSTS1	Installation & Training - Installation will be estimated at time of purchase	1		TBD
Installation & Training				\$1

Part II - Operating Costs - Software Subscription Fees

ANNUAL SOFTWARE SUBSCRIPTION FEES				
Item	Description	Quantity	Unit Price	Extended Price
ARS3	VenSTATION Data Hosting Service / Annualized fee Per Pay Station	1	\$540	\$540
ARS4	CDMA Cellular Connectivity Service / Annualized fee Per Pay Station	1	\$324	\$324
EC	Electronic Coupon - Value Card, Coupon Code, Annual Pass / Annualized fee Per Pay Station		\$120	\$0
PCI	Payment Gateway - PCI Compliant Secure Electronic Payment Processing		\$0.05 per transaction	
PBSP	Per Transaction Payment Gateway (Transaction Processing) Service - Per Credit Card Transaction - Monthly in Arrear		0.35 per call	
	ROAM - Pay by Smart Phone - Charge to End User			
Annual Software Subscriptions				\$1,164

1. Renewal Period Compensation

The City reserves the right to extend the term of this Agreement for two (2) additional two-year terms ("Option Periods") for ongoing services at the rates specified below in Tables B3.1 and B3.2, unless otherwise re-quoted, and agreed in writing between the parties. If such extension is elected by the City, these annual fees are due in advance, on the first day of each service year during the Option Period(s). In no event, shall the renewal quote for ongoing services for the

option periods increase by more than three percent (3%) per Option Period over the prior year's fees. The City Manager is authorized to exercise options on behalf of the City.

Table B3.1: Optional Products & Services.

Part III - OPTIONAL FEATURES				
OPTIONAL FEATURES				
Item	Description	Quantity	Unit Price	Extended Price
OPT1	Hybrid Power Switching Module (Primary - AC, Secondary - Solar)	per unit	\$295	
OPT2	Pay-by-License - Alpha Numeric Key Pad	per unit	\$895	
OPT3	EMV Smart Card Ready - Includes Pin Pad & RFID Near Field	per unit	\$3,495	
OPT4	Light Bar	per unit	\$600	
OPT5	Change Dispensing	per unit	\$2,595	
OPT5A	Change Dispensing \$1.00 Hopper	per unit	\$1,400	
OPT6	Custom Graphics venSTATION	per unit	\$630	
OPT6a	Custom Graphics M600/SVI	per unit	\$1,720	
OPT7	Stainless Steel Cabinet - (Quantity must be over 10)	per unit	\$3,586	
OPT8	Custom Color	per unit	\$450	
OPT9	Custom Wrap	per unit	\$795	
OPT10	Braille Graphics	per unit	\$1,995	
OPT11	Contactless Payment Acceptor (Additional Lead Time Required)	per unit	\$665	
OPT12	Bar Code Reader	per unit	\$2,495	
OPT13	QR Code Reader	per unit	\$2,495	
OPT14	CR80 Card Dispensing	per unit	\$3,695	
OPT15	Sticker Dispensing (Additional Lead Time Required)	per unit	\$3,695	
OPT16	Audio Help	per unit	\$616	
OPT17	Security Shutter (venSTATION)	per unit	\$673	
OPT18	M600 Winter Cover	per unit	\$740	
OPT17	venSTATION Overhead Sign Brackets (AC Systems only)	per unit	\$495	
OPT18	Signs for Overhead Brackets	per unit	\$250	
OPT20	Satellite Transceiver	per unit	\$3,495	
ARS6	venVUE System Management Software / Annual Subscription (Secondary Users)	per user	\$295	
ARS7	venVUE System Management Unlimited Users Credentials	Unlimited	\$1,995	
ARS8	Remote Validation - Pay By Space	per pay station	\$10	
venMOBILE PERMITTING & CITATION				
Item	Description	Quantity	Unit Price	Extended Price
VM	venMOBILE (Samsung Smart Device & Zebra Mobile Printer) Permitting or Citation	per unit	\$2,500	
CR	Credit for Customer Provided Device	per unit	-\$660	
VM1	venMOBILE Cellular Connectivity	per unit	\$60	
PM	venMOBILE Subscription Fee - Mobile Permitting	Annual Fee	\$720	
CONSUMABLES				
Item	Description	Quantity	Unit Price	Extended Price
C1	Custom VenTek Annual Pass/Value Cards - Lot of 1000	per card	\$1.50	
C2	Standard Ticket Paper Rolls (Order quantity 10+ rolls) 1" core	per roll	\$50	
C3	Custom Ticket Paper Rolls (Order quantity 55+ rolls) - Estimate only, Actual will be presented after approved artwork	per roll	\$90	
C4	Cleaner - Thermal Printer, box of 25	per cleaner	\$1	
C5	Cleaner - Credit Card Reader, box of 50	per cleaner	\$1	
C6	Bill Acceptor, box of 15	per cleaner	\$3	
C7	Canned Air	per unit	\$5	
SPARES				
Item	Description	Quantity	Unit Price	Extended Price
SP1	Spare 40A Battery	per unit	\$179	
SP2	Spare Credit Card Reader	per unit	\$450	
SP3	Spare Bill Acceptor	per unit	\$956	
SP4	Spare Coin Acceptor	per unit	\$615	
SP5	Spare venSTATION Controller	per unit	\$1,775	
SP6	Spare venSTATION Display	per unit	\$755	
SP7	Spare Printers, Including Cable	per unit	\$1,495	
SP10	Spare keypads 1x4	per unit	\$134	
SP11	Spare keypads 3x4	per unit	\$180	
SP12	Spare Modem GSM/GPRS	per unit	\$522	
SP13	Spare Coin Locking Revenue Collection Unit	per unit	\$113	
SP13a	Spare Locking Coin Vault Metal	per unit	\$772	
SP14	Spare Bill Locking Revenue Collection Unit	per unit	\$211	
SP15	Spare Coin Locking Revenue Collection - 6 Coin Replenisher	per unit	\$143	
SP16	Spare Hopper \$.25 or \$1.00	per unit	\$1,267	
SP17	Recommended Spares - Configuration dependent	1 per 10	Quote	

Table B3.2: Option Period #2 – Annual Online Services Fees

All amounts stated above are in United States Currency.

2. VenTek Phone / Onsite Support

With advance notice VenTek will provide assistance for Pay Station and network issues during weekends and holiday periods (After Hours). Should an issue arise outside of normal business hours, City should call Consultant's After Hours Support number at (707) 780-8138. After Hours Phone Support may be possible based on Technician Availability at a cost of \$95 per hour. To help expedite any necessary repairs during After Hours support, VenTek International recommends having a complement of spare components to help troubleshoot as well as bring your system back into operation quickly.

Should onsite support be needed during After Hours, this may also be possible based on Technician Availability at a rate of \$175 per hour.