

PRODUCT PURCHASE AND INSTALLATION CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation, hereinafter called the "City," and ~~Sentry Control Systems, LLC, a Delaware Limited Liability Company~~, hereinafter called the "Contractor," as follows: *SKIDATA, Inc., a Delaware Corporation and successor in interest to Sentry Control Systems, LLC.*

1. CONTRACT DOCUMENTS. The body of this Contract, the City's Standard Specifications ("Specifications") effective as of the date of execution, all Exhibits, and any drawings, plans, and documents specifically referred to all of the above, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of TWO HUNDRED NINETY THREE THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND ZERO CENTS (\$293,819.00), Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, and in strict accordance with the Specifications, all of the items as set forth in **Exhibit A**, Quote and Payment Schedule.

3. PAYMENT. City agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. MAINTENANCE OF EQUIPMENT. CONTRACTOR agrees to provide four (4) years of "Premium" Maintenance, ending October 31, 2023, as a part of this Purchase and Installation Contract. ~~That maintenance shall include completing, in full, the annual requirement for the PCI DSS self-assessment at no additional charge.~~

5. TERMINATION, REMEDIES AND FORCE MAJEURE.

(a) This Contract shall terminate without any liability of CITY to CONTRACTOR upon the earlier of: (i) CONTRACTOR'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONTRACTOR; (ii) 7 calendar days prior written notice with or without cause by CITY to CONTRACTOR; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Contract, or insufficient funding for the Project; or (iv) expiration of this Contract.

(b) Immediately upon any termination or expiration of this Contract, CONTRACTOR shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONTRACTOR that are owned by CITY. Subject to the terms of this Contract, CONTRACTOR shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONTRACTOR shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONTRACTOR to satisfactorily perform in accordance with the terms of this Contract, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Contract constitute a waiver by CITY of any breach of this Contract which may then exist on

the part of CONTRACTOR, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Contract by CONTRACTOR, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Contract; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Contract. If it is determined that CITY improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.

(e) CONTRACTOR shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONTRACTOR fails to comply with any terms or conditions of this Contract.

(f) CONTRACTOR shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONTRACTOR and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONTRACTOR shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

6. CONFIDENTIAL INFORMATION AND OWNERSHIP OF DOCUMENTS.

(a) Any reports, information, or other data prepared or assembled by CONTRACTOR pursuant to this Contract shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the Administrator. During the term of this Contract, and thereafter, CONTRACTOR shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Contract shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONTRACTOR pursuant to this Contract are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Contract. CONTRACTOR shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONTRACTOR should subcontract all or any portion of the services to be performed under this Contract, CONTRACTOR shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Contract.

7. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Contractor's negligence or omission in the performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

8. INSURANCE.

(a) Throughout the life of this Contract, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Contract, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Contract or any extension, CONTRACTOR or any of its subcontractors/sub-Contractors fail to maintain any required insurance in full force and effect, all services and work under this Contract shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Contract. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Contract. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation,

liability under the indemnity provisions of this Contract. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, agents, employees, persons under the supervision of CONTRACTOR, vendors, suppliers, invitees, Contractors, sub-Contractors, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONTRACTOR should subcontract all or any portion of the services to be performed under this Contract, CONTRACTOR shall require each subcontractor/sub- Contractor to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONTRACTOR and CITY prior to the commencement of any services by the subcontractor. CONTRACTOR and any subcontractor/sub-Contractor shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. NONDISCRIMINATION. To the extent required by controlling federal, state and local law, CONTRACTOR shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Contract, CONTRACTOR agrees as follows:

(a) CONTRACTOR will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract.

(b) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONTRACTOR shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONTRACTOR'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice advising such labor union or workers' representatives of CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONTRACTOR should subcontract all or any portion of the services to be performed under this Contract, CONTRACTOR shall cause each subcontractor to also comply with the requirements of this Section 8.

10. INDEPENDENT CONTRACTOR.

(a) In the furnishing of the services provided for herein, CONTRACTOR is acting solely as an independent contractor. Neither CONTRACTOR, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and functions. However, CITY shall retain the right to administer this Contract so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

(b) This Contract does not evidence a partnership or joint venture between CONTRACTOR and CITY. CONTRACTOR shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Contract, CONTRACTOR shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONTRACTOR and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONTRACTOR shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Contract, CONTRACTOR shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONTRACTOR'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Contract, CONTRACTOR may be providing services to others unrelated to CITY or to this Contract.

11. NOTICES. Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Contract or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

12. BINDING. Subject to Section 12, below, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

13. Assignment.

(a) This Contract is personal to CONTRACTOR and there shall be no assignment by CONTRACTOR of its rights or obligations under this Contract without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONTRACTOR, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONTRACTOR hereby agrees not to assign the payment of any monies due CONTRACTOR from CITY under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONTRACTOR directly to CONTRACTOR.

14. Compliance With Law. In providing the services required under this Contract, CONTRACTOR shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

15. Waiver. The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

16. Governing Law and Venue. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Contract and any rights and duties hereunder shall be Fresno County, California.

17. Headings. The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

18. Severability. The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

19. Interpretation. The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

20. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

21. Exhibits. Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

22. Precedence of Documents. In the event of any conflict between the body of this Contract and any Exhibit or Attachment hereto, the terms and conditions of the body of this Contract shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Contract, shall be null and void.

23. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

25. LIMITATION OF LIABILITY: IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE. NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY DAMAGES RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM HEREUNDER SHALL EXCEED TWICE (2x) THE CONTRACT PRICE. EXCEPT, the limitation of liability contained herein shall not apply to Contractor's indemnity obligations under Section 6 of the Contract.

26. Extent of Contract. Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated Contract between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Contracts, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both CITY and CONTRACTOR.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

~~SKIDATA, Inc.~~
~~SENTRY CONTROL SYSTEMS, LLC.~~,
a Delaware Limited Liability Company

CITY OF FRESNO,
a California municipal corporation

By: _____
Name: Julie A. White
(Type or print written signature.)

By: _____
Kevin Meikle, Director of Aviation
Airports Department

Title: CFO & Head of Finance & Administration

Dated: _____

Dated: 4/4/19

ATTEST:
YVONNE SPENCE, CMC MMC
City Clerk

By: _____
Name: Stefan Schaffner
(Type or print written signature.)

By: _____
Deputy

Title: CEO & SVP North America

APPROVED AS TO FORM:
City Attorney's Office

Dated: 4/9/19

By: Amanda Freeman 4/9/19
Amanda B. Freeman Date
Senior Deputy City Attorney

Address:

~~SKIDATA, Inc.~~
~~Sentry Control Systems, LLC.~~
C/o Sales Operations Department
6611 Odessa Ave.,
Van Nuys, CA 91406
818- 252-5700

City address:

City of Fresno – Airports Departments
Attention: Airports Properties,
4995 East Clinton Way
Fresno, CA 93727
559-621-4500

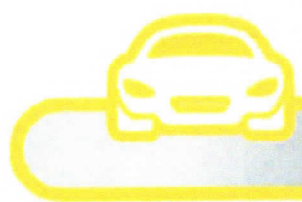
Exhibits:

Exhibit A: Quote – Sentry Control Systems, LLC.
Exhibit B: Insurance Requirements
Exhibit C: Federal Provisions

**EXHIBIT A
QUOTE AND PAYMENT SCHEDULE
FOR AIRPORT PARKING AND REVENUE CONTROL SYSTEM
EQUIPMENT PURCHASE AND INSTALLATION**

[Quote following]





SKIDATA ⁶³ | **4.0**
 KUDELSKI GROUP |
 DRIVING YOUR DIGITAL FUTURE

Parking Access and Revenue Control Upgrade
SENTRY CONTROL SYSTEMS PROPOSAL

Issue Date: 03/19/2019

Valid Until: 04/18/2019

PROJECT INFORMATION			
PROJECT NAME:	FRESNO AIRPORT EXCHANGE EXPANSION LOTS - 2 ENTRY 4 EXITS	SENTRY CONTACT:	KEVIN AUSTIN
ACCOUNT NAME:	FRESNO YOSEMITE INTER. AIRPORT	PHONE NUMBER:	925-551-1731
PROPOSAL #:	267096	E-MAIL ADDRESS:	KAUSTIN@SENTRYCONTROL.COM



PROJECT LOCATION	BILL TO INFORMATION
MELISSA A. GARZA-PERRY FRESNO YOSEMITE INTER. AIRPORT 5155 E CLINTON WAY FRESNO, CA 93727 PHONE: (559) 252-0052 EMAIL: MELISSA.GARZA-PERRY@FRESNO.GOV	MELISSA A. GARZA-PERRY FRESNO YOSEMITE INTER. AIRPORT 5175 E CLINTON WAY FRESNO, CA 93727 PHONE: (559) 621-4543 EMAIL: MELISSA.GARZA-PERRY@FRESNO.GOV

SOLUTION SUMMARY
CUSTOMER REQUESTED ADDL EQUIPMENT FOR NEW EXPANSION PARKING LOTS

FINANCIAL SUMMARY			
EQUIPMENT, SOFTWARE, TAX, LABOR,	\$ 203,424	EQUIPMENT WARRANTY TERM:	12 MONTHS
ANNUAL LICENSING FEES INCLUDED:	\$ 8,762	SERVICE OPTIONS	FIRST YEAR
SUB-CONTRACTED TOTAL:	\$ 77,285	BASIC CARE:	INCLUDED
WAGE OR INSURANCE PREMIUMS:	\$ 4,348	EXTENDED CARE:	INCLUDED
PROJECT SERVICES:	\$ 5,550	PREMIUM CARE:	INCLUDED
TOTAL SYSTEM INVESTMENT:	\$ 293,819	PREMIUM PLUS CARE:	AVAILABLE

PROJECT DATES	
YOUR DESIRED GO-LIVE	*06/01/2019

PAYMENT SCHEDULES OF VALUES			
#	PAYMENT DESCRIPTION	%	\$ AMOUNT
1	DEPOSIT CHECK - RETURN WITH SIGNED AGREEMENT TO ACTIVATE THE PROJECT	50%	\$ 146,909
2	ARRIVAL - EQUIPMENT AND SOFTWARE INVOICED ONCE RECEIVED AT SENTRY	30%	\$ 88,146
3	SUBSTANTIAL COMPLETION - UPON GO-LIVE, AN INVOICE WILL BE ISSUED	15%	\$ 44,073
4	FINAL RETENTION - AT PROJECT CLOSE-OUT, A FINAL INVOICE WILL BE ISSUED	5%	\$ 14,691



PROPOSAL STATEMENT OF WORK

SENTRY WILL PROVIDE:

- 2 TICKET DISPENSERS WITH, BARCODE READERS & INTERCOM
- 2 ENTRANCE BARRIER GATES
- 4 EXIT COLUMNS WITH PINHOLE CAMERAS, BARCODE READERS, EMV CC TERMINALS & INTERCOM
- 4 EXIT BARRIER GATES
- 1 CISCO MANAGED SWITCH
- 1 PHYSICAL PROCESS PC
- LOTS WILL BE CONNECTED TO EXISTING PARCS SERVERS
- *INCLUDES MOVING OF THE EXISTING EQUIPMENT FROM THE OLD LOT TO THE NEW.*

ENTRY LANES INCLUDING:

- BARCODE TICKET DISPENSER
- 2/BARCODE SCANNER
- HID PROXIMITY READER
- INTERCOM
- BARRIER GATE 10 STRAIGHT W LED
- PIN HOLE CAMERAS
- CUSTOM BOLLARDS
- LOOPS/DETECTORS
- MOUNTING PLATES
- NEW LOOPS

EXIT LANES INCLUDING:







- BARCODE TICKET DISPENSER
- 2/BARCODE SCANNER
- HID PROXIMITY READER
- EMV CREDIT CARD TERMINAL
- INTERCOM
- PIN HOLE CAMERAS
- BARRIER GATE 10 STRAIGHT W LED
- CUSTOM BOLLARDS
- LOOPS/DETECTORS
- MOUNTING PLATES
- NEW LOOPS

OWNER WILL PROVIDE:




NETWORK COMMUNICATION
POWER/DATA TO ALL LANES










SITE LOCATION SUMMARY															
#	LOCATIONS	INVESTMENT	ENTRY BARRIER	EXIT BARRIER	POWER \ LITE ENTRY	ACCESS ENTRY	POWER EXIT	ACCESS EXIT	LPR CAMERA	EXIT CASHIER	CASH POF	CREDIT CARD POF	LED SIGNS	SPACE SENSORS	SERVER / WORKSTATION
1	FRESNO AIRPORT EXCHANGE ROM - 2 ENTRY 4 EXITS	\$ 277,399	2	4	2	0	4	0	0	0	0	0	0	0	0
2	RELOCATION OF EMPLOYEE ENTRY/EXIT LANES	\$ 16,420	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL		\$ 293,819	2	4	2	0	4	0	0	0	0	0	0	0	0

LOCATION: FRESNO AIRPORT EXCHANGE ROM - 2 ENTRY 4 EXITS				
SYSTEM COMPONENTS				
#	NAME		CATEGORY	QTY
1		POWER.GATE EXIT SKIDATA POWER.GATE EXIT COLUMN.	SKIDATA HARDWARE	4
2		POWER.GATE ENTRY SKIDATA POWER.GATE ENTRY COLUMN.	SKIDATA HARDWARE	2
3		EXIT BARRIER.GATE SKIDATA BARRIER.GATE	SKIDATA HARDWARE	4
4		ENTRY BARRIER.GATE SKIDATA BARRIER.GATE	SKIDATA HARDWARE	2
5		NEW LOOPS SAW-CUT, LAY AND SEAL VEHICLE LOOP.	BARRIER GATE KITS	12
6		PROJECT LABOR ADDITIONAL SENTRY CONFIGURATION.	LABOR	40



7		PARKING.LOGIC LICENSES IOT PARKING.LOGIC SOFTWARE	SKIDATA SOFTWARE	1
8		PARKING.LOGIC ACCESS CARD MANAGEMENT ACCESS CARD MANAGEMENT FOR YOUR SYSTEM.	SKIDATA SOFTWARE	1
9		CISCO SF300 MANAGED SWITCH 24 PORT	SERVER/NETWORK EQUIPMENT	1

LOCATION: RELOCATION OF EMPLOYEE ENTRY/EXIT LANES				
SYSTEM COMPONENTS				
#	NAME		CATEGORY	QTY
10		PHYSICAL PPC W LANE BOX	SERVER/NETWORK EQUIPMENT	1
11		PROJECT LABOR ADDITIONAL SENTRY CONFIGURATION.	LABOR	18
12		NEW LOOPS SAW-CUT, LAY AND SEAL VEHICLE LOOP.	BARRIER GATE KITS	4
13		100' FEET CABLE - SUPPLY & PULL ONLY ETHERNET CABLE PULL THROUGH EXISTING CONDUIT.	SERVER/NETWORK EQUIPMENT	2

PROJECT SERVICES			TOTAL PRICE
#	PROJECT SERVICE NAME		
1		COMMISSIONING	\$ 3,330
2		IT PROJECTS	INCLUDED
3		TRAINING AT CUSTOMER LOCATION	\$ 2,220



SUB-CONTRACTED SERVICES		
SUB-CONTRACTOR	SITE LOCATION	SUB-CONTRACTOR TRADES & DESCRIPTION
SENTRY CONTROL SYSTEMS	ALL	4 YEAR "PREMIUM" MAINTENANCE AGREEMENT TRADES: OTHER
SPARKY ELECTRIC	ALL	TRADES: ELECTRICAL; OTHER

RECURRING ITEMS INCLUDED IN FIRST YEAR					
#	SERVICE	START DATE	UNIT PRICE	QTY	ANNUAL TOTAL PRICE
	PREMIUM.CARE SUPPORT	TBD	\$ 8,762	1	\$ 8,762

SCOPE OF WORK & RESPONSIBILITIES		
#	LABOR & PROFESSIONAL SERVICES	SCOPE RESPONSIBILITY
1	SENTRY WILL PROVIDE ALL FINAL WIRING TERMINATIONS OF LOW VOLTAGE COMMUNICATIONS OR CONTROL CABLE ON SENTRY PROVIDED EQUIPMENT.	SENTRY
2	SENTRY WILL CUT, WRAP, AND SEAL VEHICLE DETECTION LOOPS.	SENTRY
3	SENTRY WILL PROVIDE AND INSTALL MANAGED SWITCHES FOR THE PARKING SYSTEM NETWORK. MAINTENANCE OF THE NETWORK IS NOT INCLUDED UNLESS A SEPARATE MAINTENANCE CONTRACT IS PURCHASED.	SENTRY
4	CUSTOMER MUST SEPARATELY ORDER TICKETS FOR USE IN THE PARCS EQUIPMENT. TICKETS CAN BE SEPARATELY PURCHASED FROM SENTRY OR PROVIDED BY THE CUSTOMER. TICKETS SHALL BE CERTIFIED BY SKIDATA.	CUSTOMER
5	CUSTOMER WILL PROVIDE ALL NEW CONDUIT WITH PULL STRING AND JUNCTION BOXES AS SPECIFIED BY SENTRY.	CUSTOMER
6	CUSTOMER WILL PROVIDE AND INSTALL ALL REQUIRED LOW VOLTAGE COMMUNICATION OR CONTROL CABLE AND INSTALLATION OF SAME.	CUSTOMER
7	CUSTOMER WILL FORM AND POUR PARKING ISLANDS WITH LOW VOLTAGE CONDUIT STUB-UPS PER SENTRY SPECIFICATIONS.	CUSTOMER
8	CUSTOMER WILL PROVIDE, CONFIGURE, INSTALL AND MAINTAIN NETWORK EQUIPMENT, INCLUDING SWITCHES AND FIREWALLS.	CUSTOMER
9	NO LIQUIDATED DAMAGES	EXCLUSIONS



ACCEPTANCE OF TERMS AND CONDITIONS

PURCHASING AGREEMENT WITH TERMS & CONDITIONS:

INITIAL

INSTALLATION INCLUDES MOUNTING AND COMMISSIONING OF THE SYSTEMS LISTED. SENTRY WILL ASSEMBLE AND TEST THE SYSTEM AND VERIFY IT OPERATE PROPERLY. IMAGES IN THIS PROPOSAL ARE FOR DISPLAY PURPOSES ONLY. THE TABLE SCOPE OF WORK & RESPONSIBILITIES DEFINES SENTRY'S RESPONSIBILITIES; CHANGES MAY ATTRACT ADDITIONAL CHARGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF USE.

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SENTRY WILL PROVIDE TRAINING AS WELL AS COMMISSIONING SERVICES UP TO THE HOURS STATED. ADDITIONAL TRAINING CAN BE SCHEDULED AND WILL BE PROVIDED AT THE RATE OF \$950.00 PER DAY. UNLESS SPECIFICALLY DEFINED, TRAINING IS TO BE DELIVERED AT A SENTRY AUTHORIZED TRAINING FACILITY.

K

THE COST OF PERMITS WHERE REQUIRED ARE NOT INCLUDED IN THIS PROPOSAL UNLESS SPECIFICALLY STATED. THIS PROPOSAL IS COVERED UNDER THE CO MECHANICS LIEN LAWS UNLESS SPECIFICALLY EXCLUDED.

PRICING DOES NOT INCLUDE PLA—UNION LABOR RATES AND DOES INCLUDE PREVAILING WAGE LABOR RATES.

K

PAYMENT TERMS: THE DEPOSIT STATED ABOVE IS DUE WITH ACCEPTANCE OF THIS PROPOSAL. YOU WILL BE BILLED NET 30 AS EQUIPMENT IS DELIVERED TO SENTRY, WITH THE BALANCE DUE UPON COMPLETION. A CANCELLATION OR RESTOCKING CHARGE OF 40% MAY BE ASSESSED ON CANCELLED ORDERS. SPECIAL ORDER ITEMS MAY CARRY UP TO 100% CANCELLATION / RESTOCKING FEE BASED ON FACTORY RETURN POLICIES. ACTUAL SALES AND USE TAX VARY. CUSTOMER IS RESPONSIBLE FOR CHANGES REQUIRED BY LOCAL TAX JURISDICTION.

K

INVOICES NOT PAID WITHIN THE TERMS OF THIS PROPOSAL ARE SUBJECT TO SERVICE CHARGES AT THE RATE OF 2.0% PER MONTH. IN THE EVENT OUTSIDE MEDIATION IS NECESSARY FOR THE COLLECTION OF AN UNPAID INVOICE, THE CUSTOMER IS RESPONSIBLE FOR COLLECTION COSTS AND REASONABLE ATTORNEY'S FEES.

K

WARRANTY COMMENCES ON THE DATE SENTRY RECEIVES MATERIALS FROM THE PARTS SUPPLIER UNLESS OTHERWISE SPECIFICALLY DEFINED. SUPPORT FOR MANUFACTURER'S WARRANTY IS PROVIDED DURING BUSINESS HOURS WITH A HOTLINE (REMOTE) SUPPORT OF UP TO 15 MINUTES DURING BUSINESS HOURS. FURTHER SUPPORT SERVICES BY AGREEMENT ONLY. ONLY TRAINED AND CERTIFIED USERS OF THE SUPPORTED SOFTWARE VERSION CAN LOG AND RECEIVE WARRANTY SUPPORT.

K

BENEFICIAL USE OF THE SYSTEM BY CUSTOMER CONSTITUTES ACCEPTANCE OF THE RATES, ADMINISTRATION OF ALL RATE CHANGES IS THE SOLE RESPONSIBILITY OF THE CUSTOMER. SENTRY IS ABLE TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES ON A TIME AND MATERIALS BASIS AT AN HOURLY RATE IS \$250, SUBJECT TO CHANGE FROM TIME TO TIME, PAYABLE THIRTY (30) DAYS FROM RECEIPT OF INVOICE. CUSTOMER AGREES TO PAY THE ANNUAL OR ONGOING SOFTWARE LICENSING FEES PER THIS PROPOSAL WHEN DUE.

K

THE FOLLOWING ITEMS TO BE AGREED TO REFER TO SEPARATE DOCUMENTS AVAILABLE FOR REVIEW:

1. A CONDITION OF CONFIRMING THE SCHEDULE YOUR PROJECT FOR INSTALLATION IS RECEIPT OF THE PROJECT DEPOSIT. THE AUTHORIZATION OF THIS DOCUMENT INCLUDES A REQUIREMENT TO PROVIDE DETAILS OF THE PROJECT'S BILL TO CONTACT, ACCOUNTS PAYABLE CONTACT, SITE OWNER AND LENDER AS APPLICABLE.

K

2. CUSTOMER COVENANTS AND AGREES THAT IT WILL FULLY AND STRICTLY COMPLY WITH THE LICENSING AND PCI ACKNOWLEDGEMENTS AND WITH ALL PROTOCOLS AND LICENSES OUTLINED IN THE ACKNOWLEDGEMENT DOCUMENTS, AS THEY MAY BE AMENDED FROM TIME TO TIME.

K

3. WITH THE ACKNOWLEDGEMENT THE CUSTOMER RECEIVES SENTRY'S PREMIUM CARE SERVICES BY AGREEMENT FOR THE FIRST YEAR OF OPERATION AS INCLUDED IN THE TOTAL SYSTEM INVESTMENT, OR CAN SELECT ANOTHER SERVICE AGREEMENT. THE CUSTOMER WILL CONTINUE TO RECEIVE AND BE BILLED FOR CARE SERVICES UNTIL CANCELLED. REMOTE ACCESS CAPABILITY IS REQUIRED FOR SLAS.

K

PROJECT AUTHORIZATION	
SIGNATURE: <i>[Handwritten Signature]</i>	DocuSigned by: <i>Stefan Schaffner</i> März 28, 2019
NAME: Kevin Melke	NAME: Stefan Schaffner
TITLE: Director of Aviation	TITLE: CEO
ORGANIZATION: City of Fresno - Airports Department	ORGANIZATION: SENTRY CONTROL SYSTEMS, LLC

2



TERMS OF WARRANTY

SENTRY CONTROL SYSTEMS LLC ("SENTRY") WARRANTS THAT ALL SKIDATA MANUFACTURED PARKING AND REVENUE CONTROL SYSTEMS (PARCS) PROVIDED BY SENTRY AND DELIVERED HEREUNDER WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 1 YEAR UNLESS COVERED BY AN EXTENDED WARRANTY AGREEMENT. ALL OTHER SUPPLIED PRODUCTS ARE WARRANTED IN ACCORDANCE WITH THAT MANUFACTURER'S TERMS.

THE PURCHASER SHALL BE OBLIGATED TO PROMPTLY REPORT ANY FAILURE TO CONFORM TO THIS WARRANTY, IN WRITTEN COMMUNICATION WITHIN SAID PERIOD, WHEREUPON SENTRY CONTROL SYSTEMS SHALL, AT ITS OPTION, CORRECT SUCH NONCONFORMITY, BY SUITABLE REPAIR TO SUCH PRODUCT OR, FURNISH REPLACEMENTS PARTS PROVIDED THE PURCHASER HAS STORED, INSTALLED, MAINTAINED AND OPERATED SUCH PRODUCT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES AND HAS COMPLIED WITH SPECIFIC RECOMMENDATIONS OF SENTRY CONTROL SYSTEMS.

SENTRY CONTROL SYSTEMS SHALL NOT BE LIABLE FOR ANY REPAIRS, REPLACEMENTS, OR ADJUSTMENTS TO THE PRODUCT OR ANY COSTS OF LABOR PERFORMED BY THE PURCHASER OR OTHERS WITHOUT SENTRY CONTROL SYSTEMS' PRIOR WRITTEN CONSENT. THE EFFECTS OF ACCIDENT, CORROSION, VANDALISM, IMPROPER USE OR INSTALLATION, ANY ACT OF GOD AND NORMAL WEAR AND TEAR ARE SPECIFICALLY EXCLUDED.

THE PURCHASER SHALL NOT CONTINUE TO OPERATE PRODUCT WHICH IS CONSIDERED TO BE DEFECTIVE WITHOUT FIRST NOTIFYING SENTRY CONTROL SYSTEMS IN WRITTEN COMMUNICATION OF ITS INTENTIONS TO DO SO. ANY SUCH USE OF PRODUCT WILL BE AT THE PURCHASERS' SOLE RISK AND LIABILITY.

A SIGNATURE BELOW INDICATES THE PURCHASER'S ACCEPTANCE OF THESE TERMS AND THAT THE EFFECTIVE DATE OF THE WARRANTY IS EITHER THE FIRST DAY OF BENEFICIAL USE OF THE SYSTEM OR SUBSTANTIAL COMPLETION, WHICHEVER IS FIRST FOR THE PRODUCT. A WARRANTY DOCUMENT ILLUSTRATING THE EFFECTIVE DATES WILL BE ISSUED TO THE PURCHASER BY SENTRY FOR ADDITIONAL GUIDANCE ONLY.

AT ANY TIME, IF THE PURCHASER RENOUNCES THE USE OF "PROTECT.CARE" ANTI-VIRUS, THE PURCHASE EXPLICITLY ACKNOWLEDGES THAT SKIDATA WILL NOT INSTALL VIRUS PROTECTION AND IS NOT LIABLE FOR ANY DAMAGE CAUSED BY LACK OF VIRUS PROTECTION. THE PURCHASER IS THEREFORE RESPONSIBLE FOR THE INSTALLATION AND UPDATING OF THE NECESSARY VIRUS PROTECTION.

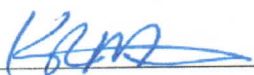
CONSUMABLE ITEMS ARE SPECIFICALLY EXCLUDED FROM WARRANTY, THESE INCLUDE THERMAL PRINT HEADS AND UPS BATTERIES.

SOFTWARE CONDITIONS

THE SOFTWARE CONDITIONS SHALL APPLY IN ADDITION TO SKIDATA'S TERMS & CONDITIONS. SUBJECT MATTER OF THESE SOFTWARE CONDITIONS IS THE GRANTING OF LICENSES FOR SOFTWARE AND THE ACKNOWLEDGEMENT OF THE PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE. THE SOFTWARE CONDITIONS IN THEIR CURRENT VERSION AT THE TIME OF SUPPLY ALSO APPLY TO CURRENT AND FUTURE UPDATES, UPGRADES, SUPPLEMENTS AND SUPPORT SERVICES. SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT AND PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE, AND OTHER TERMS ARE SPECIFIED IN DETAIL UNDER THE FOLLOWING LINKS:

- SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT: <https://tinyurl.com/y77sfn92>
- PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE: <https://tinyurl.com/y84nf68r>
- SKIDATA STANDARD HARDWARE, HOSTING AND CONSULTANCY TERMS: <https://tinyurl.com/ya2thgiu>

WITH SIGNING OF THESE TERMS AND CONDITIONS IT IS INDICATED THAT ALSO THE TERMS PRESENTED WITHIN THE SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT AND THE PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE HAS BEEN READ, ACKNOWLEDGED AND AGREED TO.

ACKNOWLEDGEMENT	SIGNATURE:  3/19/2019
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ACCOUNT DETAILS	
ACCOUNTS PAYABLE CONTACT INFORMATION	
ACCOUNTS PAYABLE CONTACT NAME:	
ACCOUNTS PAYABLE EMAIL:	
ACCOUNTS PAYABLE PHONE NUMBER:	
ACCOUNTS PAYABLE MAILING ADDRESS:	
ARE YOU A MUNICIPAL, STATE, OR FEDERAL GOVERNMENT -OWNED CORPORATION?	
ARE YOU TAX EXEMPT? (SEND EVIDENCE SEPARATELY IF NOT ATTACHED)	
PLEASE SELECT ALL THAT APPLY:	OWNER CAR PARK OPERATOR PROPERTY MANAGER GENERAL CONTRACTOR OTHER (SPECIFY)
PREFERRED CONTACT METHOD:	
PREFERRED INVOICE DELIVERY METHOD:	
DEPOSIT CHECK PAYABLE TO:	SENTRY CONTROL SYSTEMS LLC
ADDRESS DEPOSIT CHECK TO:	C/O SALES OPERATIONS DEPARTMENT
DEPOSIT CHECK RETURN ADDRESS:	6611 ODESSA AVE, VAN NUYS CA 91406



Services Agreement Summary

CUSTOMER INFORMATION	AGREEMENT INFO
CONTACT NAME: Melissa A. Garza-Perry CUSTOMER ACCOUNT NAME: Fresno Yosemite Inter. Airport CUSTOMER ADDRESS: 5155 E Clinton Way Fresno, CA 93727	TERM OF SERVICES AGREEMENT: 4 Years AGREEMENT EFFECTIVE DATE (Y1 START): 02/25/2020
PARKING FACILITY	MANUFACTURER'S WARRANTY
5155 E Clinton Way Fresno, CA 93727	END (EXPIRATION) DATE: 01/23/2020
	EXTENDED WARRANTY OPTION:
	<input checked="" type="checkbox"/> PARTS.CARE EFFECTIVE START DATE: 02/25/2019 2020
AGREEMENT LEVEL (AND INCLUDED CARE SERVICES PACKAGES) OPTIONS:	SERVICES AGREEMENT PRICING
<input checked="" type="checkbox"/> BASIC.CARE INCLUDES THE FOLLOWING SERVICES: PREVENTATIVE.CARE, SOFTWARE MAINTENANCE.CARE, ANTIVIRUS.CARE	ANNUAL SERVICES AGREEMENT AMOUNT Year 1: \$ 5,458 Year 2: \$ 14,274 Year 3: \$ 14,903 Year 4: \$ 15,323 <input checked="" type="checkbox"/> 15% Discount Applied TOTAL SERVICES AGREEMENT PRICE: \$ 49,957 AGREEMENT COMMENCEMENT DATE: 02/25/2019 2020
<input checked="" type="checkbox"/> EXTENDED.CARE INCLUDES ABOVE SERVICES AND IN ADDITION: PARTS.CARE, AND TRAINING.CARE	
<input checked="" type="checkbox"/> PREMIUM.CARE INCLUDES ABOVE SERVICES AND IN ADDITION: SERVICE.CARE, PCI-SECURITY.CARE, OPERATIONS.CARE AND RESPONSE.CARE (BUSINESS HOURS LABOR)	
<input type="checkbox"/> UPTIME.CARE INCLUDES ABOVE SERVICES AND IN ADDITION SERVICE PERFORMANCE REPORTS AND PENALTIES	
FREQUENCY OF PAYMENT: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> ANNUALLY	
FREQUENCY OF SERVICE: QUARTERLY	
ADDITIONAL COVERAGE OPTIONS: <input type="checkbox"/> INCLUDE AFTER BUSINESS HOURS (MONDAY TO FRIDAY LABOR) <input type="checkbox"/> INCLUDE 24/7 SERVICE.CARE (7 DAYS A WEEK LABOR)	
ADDITIONAL SCOPE OPTIONS:	

Corporate HQ:
 6611 Odessa Ave
 Van Nuys CA, 91406
 Phone: (800) 246-6662
 Fax: (818) 786-2910

Mid-Atlantic Office:
 21580 Beaumeade Cir,
 #210, Ashburn, VA 20147
 Phone: (202) 448-8954

EXHIBIT B

INSURANCE REQUIREMENTS
Agreement between City of Fresno ("CITY") and
Sentry Control Systems, LLC. ("CONTRACTOR")
Airport Parking And Revenue Control System
Equipment Purchase And Installation
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage. OR*

3. **PERSONAL AUTOMOBILE LIABILITY** insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

4. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

5. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

6. **TECHNOLOGY PROFESSIONAL LIABILITY** insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.



OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish City with a complete

copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.



EXHIBIT C
FEDERAL PROVISIONS
AIRPORT PARKING AND REVENUE CONTROL SYSTEM EQUIPMENT PURCHASE AND
INSTALLATION

FEDERAL PROVISIONS

A. GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. CIVIL RIGHTS ACT OF 1964, TITLE VI

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and

Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



E. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

All contracts and subcontracts resulting from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

F. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

G. EQUAL OPPORTUNITY CONTRACT CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.