ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: Whitaker Parking Systems
3 Taft Court
Rockville, MD 20850

DATE ISSUED: April 6, 2015

CURRENT CONTRACT NO: 623-15

CONTRACT TITLE: Payment Equipment for Ballston Parking Garage

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on December 16, 2014. The contract term covered by this Notice of Award is effective immediately and expires on Tuesday, August 4, 2015.

The contract documents consist of the terms and conditions of Arlington County Agreement No. 623-15, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO ARLINGTON COUNTY AGREEMENT NO 623-15 (ATTACHED)
2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:

1) ARLINGTON COUNTY AGREEMENT NO 623-15

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

SOLE SOURCE AWARD STATEMENT:

IT WAS DETERMINED BY THE COUNTY THAT THE VENDOR IDENTIFIED ABOVE WAS THE ONLY SOURCE PRACTICABLY AVAILABLE TO PROVIDE THE GOODS AND/OR SERVICES DESCRIBED HEREIN.

VENDOR CONTACT: Thomas McHenry
TELEPHONE NO.: 301-354-1200
EMAIL ADDRESS: tmchenry@whitakerbrothers.com

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: William Estes
TELEPHONE NO.: 703-228-0650
EMAIL ADDRESS: Westes@arlingtonva.us

CONTRACT AUTHORIZATION

Bradley Turner
Purchasing Agent

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 623-15

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Whitaker Parking Systems of 3 Taft Court, Rockville, MD 20850 ("Contractor"), a Maryland [Corporation, General Partnership, Limited Partnership, etc.] authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (Pricing Schedule), together referred to as "Contract Documents".

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish and install pay-on-foot payment system upgrade for Ballston Mall Parking Garage. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Work shall commence upon the execution of the Agreement by the County, and shall be completed no later than 120 days following the commencement date (Contract Term), subject to any modifications as
provided for in the Contract Documents regarding the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

4. **CONTRACT AMOUNT**
   The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

   This is a lump-sum, fixed-price contract. The Contractor agrees that the total payment for all tasks described under this Agreement will not exceed $372,312.00, ("Contract Amount") regardless of the number of hours spent in the performance of the tasks or the amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the scope of Work of the Contract. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Contract.

5. **PRICE ADJUSTMENTS**
   The Contract unit price(s) shall remain firm throughout the Contract Term.

6. **PAYMENT**
   Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice per payment schedule shown in Exhibit A. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

7. **PROJECT OFFICER**
   The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

8. **ADJUSTMENTS FOR CHANGE IN SCOPE**
   The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the

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change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

10. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

11. REIMBURSABLE TRAVEL-RELATED EXPENSES
No reimbursable travel-related expenses shall be allowed for employees of firms located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget (OMB). If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse a contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate not to exceed $41.00 or the individual meal rates not to exceed of $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. Receipts are required.

Lodging: The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse a contractor for no more than the cost of a single room.

Transportation:

General
Reservations shall be made in advance whenever possible to take advantage of all available discounts.

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Ground Transportation
Use of public transportation is encouraged. Receipts must be submitted for any inter-city public transportation used. Reimbursement for the use of personal or company vehicles, if allowed, shall not exceed the then current mileage rates paid by the County to its employees and personal use must be excluded from the request for reimbursement. Parking expenses are reimbursable up to $7.00 per day.

Rental of vehicles or use of taxicabs, in lieu of the use of a personal or company vehicle, may be approved if the Contractor can justify a cost savings by renting a car or using a taxicab, and obtains approval in advance from the Project Officer. For rental vehicles, the Contractor will be reimbursed for only those rental charges, insurance and/or fuel fees allocable to the Work. The Contractor will not be reimbursed for the purchase of liability insurance and/or collision/comprehensive insurance if their existing insurance coverage provides protection. Receipts are required for reimbursement.

Air Travel
Airfare will be reimbursed at the lowest cost available, typically coach rate, and must be purchased at least 7 days in advance, unless otherwise approved.

Time limit: Requests for travel reimbursement covering the above submitted more than sixty (60) days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, Valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

12. Payment of Subcontractors
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract.
b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

13. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

14. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.
15. **PROJECT STAFF**
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

16. **BACKGROUND CHECK**
Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County’s site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

17. **SUPERVISION BY CONTRACTOR**
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

18. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over

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$10,000, so that the provisions will be binding upon each subcontractor or vendor.

19. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. **TO BE MAINTAINED BY CONTRACTOR**
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **SAFETY**
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which
are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

22. **WARRANTY**
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

23. **UNSATISFACTORY WORK**
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

24. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the
Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

25. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best
interest. Any such termination shall be effected by the delivery to
the Contractor of a written notice of termination at least fifteen (15)
days before the date of termination, specifying the extent to which
performance of the work under this Contract is terminated and the date
upon which such termination becomes effective. The Contractor will be
entitled to receive compensation for all Contract services
satisfactorily performed by the Contractor and allocable to the
Contract and accepted by the County prior to such termination and any
other reasonable termination costs as negotiated by the parties, but no
amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise
directed, the Contractor shall stop all designated work on the date of
receipt of the notice of termination or other date specified in the
notice; place no further orders or subcontracts for materials, services
or facilities except as are necessary for the completion of such
portion of the work not terminated; immediately transfer all
documentation and paperwork for terminated work to the County; and
terminate all vendors and subcontracts and settle all outstanding
liabilities and claims.

26. **INDEMNIFICATION**
The Contractor covenants for itself, its employees, and subcontractors
to save, defend, hold harmless and indemnify the County, and all of its
elected and appointed officials, officers, current and former
employees, agents, departments, agencies, boards, and commissions
(collectively the "County" for purposes of this section) from and
against any and all claims made by third parties or by the County for
any and all losses, damages, injuries, fines, penalties, costs
(including court costs and attorney's fees), charges, liability,
demands or exposure, however caused, resulting from, arising out of, or
in any way connected with the Contractor's acts or omissions, including
the acts or omissions of its employees and/or subcontractors, in
performance or nonperformance of the work called for by the Contract
Documents. This duty to save, defend, hold harmless and indemnify
shall survive the termination of this Contract. If, after notice by
the County, the Contractor fails or refuses to fulfill its obligations
contained in this section, the Contractor shall be liable for and
reimburse the County for any and all expenses, including but not
limited to, reasonable attorneys fees incurred and any settlements or
payments made. The Contractor shall pay such expenses upon demand by
the County and failure to do so may result in such amounts being
withheld from any amounts due to Contractor under this Contract.

27. **INTELLECTUAL PROPERTY INDEMNIFICATION**
The Contractor warrants and guarantees that no intellectual property
rights (including, but not limited to, copyright, patent, mask rights
and trademark) of third parties are infringed or in any manner involved
in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and
subcontractors to save, defend, hold harmless, and indemnify the
County, and all of its officers, officials, departments, agencies,
agents, and employees from and against any and all claims, losses,
damages, injuries, fines, penalties, costs (including court costs and
attorney's fees), charges, liability, or exposure, however caused, for
or on account of any trademark, copyright, patented or unpatented
invention, process, or article manufactured or used in the performance
of this Contract, including its use by the County. If the Contractor,
or any of its employees or subcontractors, uses any design, device,
work, or materials covered by letters patent or copyright, it is
mutually agreed and understood, without exception, that the Contract
Amount includes all royalties, licensing fees, and any other costs
arising from the use of such design, device, work, or materials in any
way involved with the Work. This duty to save, defend, hold harmless
and indemnify shall survive the termination of this Contract. If,
after Notice by the County, the Contractor fails or refuses to fulfill
its obligations contained in this section, the Contractor shall be
liable for and reimburse the County for any and all expenses, including
but not limited to, reasonable attorneys fees incurred and any
settlements or payments made. The Contractor shall pay such expenses
upon demand by the County and failure to do so may result in such
amounts being withheld from any amounts due to Contractor under this
Contract.

28. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and
conveys to the County all right, title and interest, including the sole
exclusive and complete copyright interest, in any and all copyrightable
works created pursuant to this Contract. The Contractor further agrees
to execute such documents as the County may request to effect such
transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by
this paragraph are irrevocable. Notwithstanding anything else in this
Contract, the Contractor's remedy in the event of termination of or
dispute over the terms of this Contract shall not include any right to
rescind, terminate or otherwise revoke or invalidate in any way the
rights conferred pursuant to the provisions of this paragraph.
Similarly, no termination of this Contract shall have the effect of
rescinding, terminating or otherwise invalidating the rights acquired
pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating
input into any copyrightable materials produced as a part of this
Contract is prohibited unless the County approves the use of such
subcontractors or third parties in advance and such subcontractors or
third parties agree to include the provisions of this paragraph as part
of any contract they enter into with the Contractor for work related to
work pursuant to this Contract.

29. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any
rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints,
data, information, findings, memoranda, correspondence, documents or
records of any type, whether written or oral or electronic, and all
documents generated by the Contractor or its subcontractors as a result
of the County's request for services under this Contract, are the

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exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

30. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

31. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for

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this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

32. **COUNTY EMPLOYEES**
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

33. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

34. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

35. **RELATION TO COUNTY**
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

36. **ANTITRUST**
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.
37. **REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be born by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

38. **ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

39. **AMENDMENTS**

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

40. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

41. **DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in
writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

42. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

43. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

44. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

45. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

46. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.
47. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

48. **SURVIVIAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

49. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

50. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

51. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Tom McHenry

301-354-1200

[Email] tmchenry@whitakerbrothers.com

**TO THE COUNTY:**

William Estes, Project Officer

703-228-0650

[Email] Westes@arlingtonva.us

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Arlington County Agreement 623-15
AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

52. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

53. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a) Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b) Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c) Business Automobile Liability - $1,000,000 Combined Single Limit ( Owned, non-owned and hired).

d) The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.
e) Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f) Additional Insured - SP Plus Corporation shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

g) Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

h) Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

i) Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to
the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 1/6/2015

TAXPAYER ID: 81-0638966

AUTHORIZED SIGNATURE: [Signature]

NAME AND Thomas M. Henry
TITLE: [Title]
DATE: 4/11/15
1. OVERVIEW

The 8 level Ballston Public Parking garage is serviced by six (6) entrance lanes and eight (8) exit lanes. All ingress and egress points are currently controlled by an Amano McGann revenue and access control system which was originally installed in 2007. The current system includes six (6) magnetic stripe ticket dispensers, eight (8) AGP 5200 fee computers and four (4) AGP 4300 Expressparc Exit Stations.

The proposed equipment upgrade will upgrade the current system to include:

a) five (5) full cash and credit Pay-On-Foot machines in the garage elevator lobbies to allow customers convenience of pre-paying parking fees prior to returning to their vehicles.

b) four (4) Expressparc Exit Stations to be installed in existing exit lanes which will validate pre-paid tickets as well as allow customers to pay unpaid tickets utilizing credit card.

c) The existing analog intercom system will be upgraded to a digital VoIP Command system servicing each entrance and exit lane. This will allow for improved clarity in the incoming and outgoing communication as well as allow the system to be monitored from a remote location if necessary.

d) Software upgrade will bring the system into the most current Payment Card Industry standard for credit card processing

e) Negotiated Fee to allow all Pay-On-Foot and Expressparc Exit to process lost tickets at the multi-day rates if applicable.

2. EQUIPMENT

Contractor shall install, connect, startup, and test the following equipment.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>AMG7850</td>
<td>(3) Coin, (2) Note Pay Station w/ CC</td>
</tr>
<tr>
<td>10</td>
<td>AGP0529</td>
<td>Spare Note Cassette for Note Dispenser</td>
</tr>
<tr>
<td>5</td>
<td>AGP0530</td>
<td>Spare Coin Vault</td>
</tr>
<tr>
<td>1</td>
<td>AMS7050RC</td>
<td>Count/Monitor Reconfiguration</td>
</tr>
<tr>
<td>1</td>
<td>AMS9010IFUB</td>
<td>iParcProfessional Build Upgrade</td>
</tr>
<tr>
<td>1</td>
<td>AMS4780IP</td>
<td>Negotiated Fee Option</td>
</tr>
<tr>
<td>1</td>
<td>MISCPART</td>
<td>OS, Memory, SQL Upgrades</td>
</tr>
</tbody>
</table>

Arlington County Agreement 623-15
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>4</td>
<td>AMG4570</td>
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<tr>
<td>1</td>
<td>GE300CA</td>
</tr>
<tr>
<td>5</td>
<td>G3-GED-4B</td>
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<tr>
<td>1</td>
<td>L3-GED-4P</td>
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<tr>
<td>1</td>
<td>L3-LAN-4</td>
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<tr>
<td>1</td>
<td>EE811AS</td>
</tr>
<tr>
<td>18</td>
<td>ET808A</td>
</tr>
</tbody>
</table>

Installation shall include all required power, communication lines, and conduits.

3. **INSTALLATION REQUIREMENTS**

- Contractor shall be responsible for power connections to the equipment and shall make all necessary communication connections from the islands and lanes to the central server.
- Contractor shall be responsible for running all power lines from identified junction boxes to the equipment. All such communication and conduits.
- Contractor shall be responsible for the bolt down and mounting of the new equipment as well as the removal of the old revenue system if applicable.
- Contractor shall submit all site construction requirements and plans prior to commencing the work. This includes island modifications, high and low voltage conduit and wire installation.
- Contractor shall be responsible completing all work according to all applicable law and building code and for obtaining all permits required to complete the installation of a fully functional system.
- County shall approve placement of all public interfacing equipment prior to commencement of work.

4. **INSTALLATION SCHEDULE**

Prior to commencing work, Contractor shall provide a detailed installation schedule. All work shall be completed during normal business hours and allow for as little disruption to day-to-day operations as possible. Installation schedule must be approved by Arlington County prior to commencement of work by the Contractor.
**1. PAYMENT SCHEDULE**
20% mobilization payment upon Contract execution.
30% on Delivery to the Ballston Public Parking Garage Site
30% on Substantial Completion
20% after acceptance by Arlington County

**2. CONTRACT PRICING:**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Model</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>AMG7850</td>
<td>(3) Coin, (2) Note Pay Station w/ CC</td>
<td>$ 41,090.00</td>
<td>$ 205,450.00</td>
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<td>10</td>
<td>AGP0529</td>
<td>Spare Note Cassette for Note Dispenser</td>
<td>$ 630.00</td>
<td>$ 6,300.00</td>
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<td>AGP0530</td>
<td>Spare Coin Vault</td>
<td>$ 158.00</td>
<td>$ 790.00</td>
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<td>1</td>
<td>AMS7050RC</td>
<td>Count/Monitor Reconfiguration</td>
<td>$ 2,100.00</td>
<td>$ 2,100.00</td>
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<td>1</td>
<td>AMS9010IPUB</td>
<td>IParcProfessional Build Upgrade</td>
<td>$ 7,840.00</td>
<td>$ 7,840.00</td>
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<tr>
<td>1</td>
<td>AMS4780IP</td>
<td>Negotiated Fee Option</td>
<td>$ 5,600.00</td>
<td>$ 5,600.00</td>
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<td>1</td>
<td>MISCPART</td>
<td>OS, Memory, SQL Upgrades</td>
<td>$ 3,600.00</td>
<td>$ 3,600.00</td>
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<tr>
<td>4</td>
<td>AMG4570</td>
<td>Exit Station</td>
<td>$ 12,110.00</td>
<td>$ 48,440.00</td>
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<tr>
<td>1</td>
<td>GE300CA</td>
<td>Compact IP-Intercom Server</td>
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<td>$ 1,427.00</td>
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<tr>
<td>5</td>
<td>G3-GED-4B</td>
<td>4 Digital Subscribers, Feature Level B</td>
<td>$ 1,227.00</td>
<td>$ 6,135.00</td>
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<td>1</td>
<td>L3-GED-4P</td>
<td>Upgrade G3-GED-4B to G3-GED-4P</td>
<td>$ 173.00</td>
<td>$ 173.00</td>
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<td>4 LAN-Connections onboard GE300</td>
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<td>$ 1,548.00</td>
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<tr>
<td>1</td>
<td>EE811AS</td>
<td>Digital 2-Wire Desktop Master</td>
<td>$ 693.00</td>
<td>$ 693.00</td>
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<tr>
<td>18</td>
<td>ET808A</td>
<td>2-Wire DSP Intercom Module</td>
<td>$ 462.00</td>
<td>$ 8,316.00</td>
</tr>
</tbody>
</table>

**Hardware & Software Subtotal**   | $ 298,412.00   |

| 1   | PIE        | Installation                                     | $ 24,500.00| $ 24,500.00 |
| 1   | SUBWORK    | Electrical Work                                  | $ 45,500.00| $ 45,500.00 |
| 1   |            | Freight                                          | $ 3,900.00 | $ 3,900.00   |

**Installation, Subwork, & Freight**   | $ 73,900.00   |

**Grand Total**   | $ 372,312.00