

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>~ 0 ~</u> *see below	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* No Fiscal Impact.

C. Departmental Fiscal Review: CM Simmer

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 8/19/2011
 OFMB
 VA 8/18/11
 8/17/11

[Signature] 8/24/11
 Contract Dev. and Control
 8-24-11 (B/Wheeler)

B. Legal Sufficiency:

This amendment complies with our review requirements.

[Signature] 8/25/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT NO. 1 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
CTR SYSTEMS PARKING, INC.
FOR
PARKING ACCESS AND REVENUE CONTROL SYSTEM REPLACEMENT PROJECT
AT
PALM BEACH INTERNATIONAL AIRPORT**

This Amendment No. 1 to the Contract is made as of the _____ day of _____, 2011, by _____ and between Palm Beach County, Florida (COUNTY) and CTR SYSTEMS PARKING, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, having its office and principal place of business at 555 Keystone Drive, Warrendale, PA 15086, whose Federal Tax I.D. number is 25-1204960 .

WITNESSETH

WHEREAS, on February 5, 2008, the County entered into an Agreement (R2008-0172) with the CONTRACTOR for the CONTRACTOR to provide for the replacement of the Parking Access and Revenue Control System (PARCS) for the Palm Beach County Department of Airports at Palm Beach International Airport.

NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to include the Maintenance Agreement as presented in Exhibit I.
2. The parties hereby agree to amend the Contract to include the following language :

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the First Amendment to the Contract to be signed by the Chairperson of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONTRACTOR, CTR SYSTEMS PARKING, INC., has caused these present to be signed in its corporate name by its duly authorized officer Dennis Russo/VP of Operations, acting on behalf of said CONTRACTOR, and the Seal of said CONTRACTOR to be affixed hereto and attested by the Secretary of said CONTRACTOR, the day and year first written above.

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**SHARON R. BOCK
CLERK AND COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair


WITNESS:

CONTRACTOR:

SIGNATURE

CTR Systems Parking, Inc.
COMPANY NAME

Name (type or print)


Signature

Dennis Russo
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

VP of Operations
Title

BY: _____
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

**CTR SYSTEMS PARKING, Inc.
MAINTENANCE AGREEMENT**

PALM BEACH INTERNATIONAL AIRPORT--4794

This Maintenance Agreement is dated as of _____ (this agreement, together with the attached Schedules and any amendments thereto, is referred to as this "Agreement") and is by and between **CTR SYSTEMS PARKING, INC.**, a Pennsylvania corporation, with an address at 555 Keystone Drive, Warrendale, PA 15086 ("**CTR**") and its local Florida Office and the following customer ("**Customer**"):

Customer: Palm Beach County

Location: Palm Beach International Airport
Parking Facilities

Address: 846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

RECITAL

CTR desires to provide, and Customer desires to accept, maintenance services relating to the Parking products Customer purchased and/or licensed from CTR, terms are identified on Schedule A to this Agreement, (the "**Parking Products**"), upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Maintenance Services; Term of Agreement

In consideration of Customer's payment of the maintenance fees listed below CTR agrees to provide the services outlined within Schedule A of this Agreement. CTR will render its initial first quarter billing upon receipt of a signed copy of this Agreement. The billings for this Agreement will be made quarterly in advance and will be delivered sixty (60) days prior to the commencement of the quarter. This Agreement will be automatically renewed for successive [**one year**] terms upon CTR's receipt of payment of fees in effect at the time of payment. The fees are due fifteen (15) days before the upcoming quarter commences. Such payments are paid in advance for services to be rendered for the applicable term. Either party may cancel this Agreement with ninety (90) days prior written notice to the other party.

This Agreement is per the Plans and Specifications dated June, 2007 for the Palm Beach International Airport PARCS 15-1706.00 Proposal Number PB 07-8 documents dated 8/21/07. This document lists the previously agreed to annual costs for years one (1) through five (5). Customer shall pay CTR for this Agreement the following quarterly amounts (in parentheses), within forty five (45) days of receiving an invoice from CTR for the upcoming quarter:

Year 1	\$84,100.00 (\$21,025.00 per quarter)
Year 2	\$86,623.00 (\$21,655.75 per quarter)
Year 3	\$89,146.00 (\$22,286.50 per quarter)
Year 4	\$91,699.00 (\$22,924.75 per quarter)
Year 5	\$94,192.00 (\$23,548.00 per quarter)

2. **Normal Service Coverage Period and CTR Response Time**

CTR agrees to provide the maintenance services for the equipment and software described in Schedule A (List 1 & 2) of this Agreement between the hours of 8:30 A.M. and 5:00 P.M. EST, Monday through Friday, excluding CTR holiday periods (hereafter "Normal Service Coverage Period"). CTR holiday periods are defined as: New Year's Day, Good Friday (1/2 day), Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days) and Christmas. For on-site maintenance required under this Agreement, CTR agrees to provide an average response time of eight (8) business hours, for sites within a 150 mile radius of a CTR Customer Support Center. For sites outside the 150 mile radius, CTR agrees to respond within a reasonable time following notification, and make a good faith effort to respond within one (1) CTR business day. However, in no case shall the response exceed two (2) CTR business days.

3. **Maintenance Charges**

In addition to the annual maintenance charges specified in this Agreement, if Customer requests maintenance services outside the scope of this Agreement, Customer agrees to pay the charges then in effect for such services.

4. **Payment**

Payment is due upon receipt of invoice for the initial and renewal coverage periods. The payments will be quarterly. The billings will be rendered sixty (60) days in advance of the quarter due. CTR will render its initial billing upon receipt of a signed copy of this Agreement. If Customer does not pay the fees or charges associated with this Agreement, CTR may refuse to continue the services provided herein and may back charge Customer for any labor or parts or any service whatsoever rendered in current good faith in anticipation of payment at the established rates. Customer will provide CTR its current tax exemption documentation.

5. **Addition of Equipment, Standard Software, or Custom Software**

Customer may request that Parking Products other than those specified on the schedules attached to this Agreement be added to this Agreement. If CTR agrees to any such addition, Customer agrees to pay the pro-rated charges for such addition, and any such addition shall be automatically renewed as provided in the Agreement.

6. **Maintenance Exclusions**

Maintenance service does not include repair of damages or replacement of spare parts resulting from:

- (a) Any cause external to the Parking Products including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God;
- (b) Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power; power must be provided by a dedicated line with a true earth ground; for safeguard against power surges and satisfactory product performance, product must have a surge suppressor; voltage must range between 108-125 volts A/C; potential between ground and neutral cannot exceed .5 volts A/C;
- (c) Customer's improper use, relocation, refinishing, management or supervision of the Parking Products or other failure to use the Parking Products in accordance with CTR specifications;
- (d) Customer's repair, attempted repair or modification of the Parking Products without prior authorization from CTR;
- (e) Customer's use of the Parking Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by CTR;
- (f) Any Parking Products not listed within Schedule A of this Agreement; and
- (g) Any repair to equipment or software caused by supplies that were not previously approved by or purchased from CTR

Additional Exclusions:

The CTR Parcs system utilizes certain fiber optic cabling and fiber switches, which are provided by the Automation Division of the Department of Airports. This fiber optic cabling and switching devices are excluded from the Agreement.

The CTR Parcs system utilizes server & server level equipment and software provided by the Automation Division of the Department of Airports. This server equipment and software are excluded from the Agreement.

The CTR Parcs system provides a SunPass Automatic Vehicle Identification system. CTR is responsible for the WebParcs software, Transcore hardware and ancillary lane equipment associated with this system. This system, by specification and design, relies upon the State of Florida Turnpike Enterprise's (FTE) computer network for interconnectivity and systemization. It also relies upon the Department of Airports' computer network in order to communicate through a VPN connection with the FTE SunPass server/system. The specific elements of the SunPass system that are dependant on FTE's and the Department of Airports' computer networks are excluded from this Agreement.

Any maintenance necessary as a result of Section 6 (a) through (g) shall be a charge to Customer at the then applicable CTR Time and Materials rate.

7. Responsibilities of Customer

Customer agrees: (a) to provide CTR personnel with full, free and safe access to the Parking Products for purposes of maintenance, including use of data communication facilities, if required; (b) to maintain and operate the Parking Products in an environment and according to procedures which conform to CTR specifications; (c) not to allow maintenance or repair of the Parking Products by anyone other than CTR without prior authorization from CTR; and (d) to purchase all consumable supplies either from CTR or CTR approved vendors to insure the optimal operations of the system.

8. Default

CTR reserves the right to terminate or suspend maintenance service in the event Customer is in default under this or any other Agreement with CTR and such default is not corrected within thirty (30) business days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

9. Warranty Exclusion

THE PARTIES AGREE THAT ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability

Customer's sole remedy, and the sole liability of CTR, for any breach by CTR shall be repeat performance of any repair, replacement, or maintenance required under this Agreement. IN NO EVENT WILL CTR BE LIABLE FOR (A) LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES. CTR shall protect, defend, reimburse, indemnify and hold Customer, its agents, employees and elected officers harmless from and against all claims, liability expense, loss, cost damages or causes or action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of CTR's performance of the terms of this Agreement, provided that any such claim, damage, loss or expense is attributable to property damage, including loss of use, bodily injury or personal injury, including death, but only to the extent caused by the negligent acts or omissions, recklessness or intentional wrongful misconduct of CTR, or persons employed or utilized by CTR in the performance of this Agreement.

11. General

- (a) This Agreement shall be governed by Florida law. Any legal action necessary to enforce this Agreement will be held in Palm Beach County.
- (b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (c) Neither party shall assign this Agreement without the prior written consent of the other. Any purported assignment, without such consent, shall be void.
- (d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- (e) All notices which must be given under this Agreement shall be in writing and sent postage pre-paid, to the CTR address on the front of the Agreement, to the attention of the Field Service Manager, or if to Customer, to the billing address on the front of this Agreement.
- (f) This Agreement, together with all schedules and exhibits hereto, represents the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

- (g) During and after the term of this Agreement, Customer shall not employ or utilize in any manner any service employee of CTR unless (a) such employee's employment by CTR has been terminated for at least two (2) years; or (b) CTR consents in writing; or (c) Customer first pays to CTR an amount equal to three (3) times the highest annual salary paid to such employee.

12. PA-DSS COMPLIANCE

CTR's Responsibilities: CTR represents and warrants that PARC's Revenue Control Software version(s) listed on the PCI Security Standards web site (www.pcisecuritystandards.org) is in compliance with all applicable PA-DSS requirements as they exist on the date of certification posted on the web site. Certification will expire on the expiry date listed on the web site.

Customer's Responsibilities: Customer is responsible for developing and maintaining business practices to ensure that CTR Parking Products are used in accordance with the requirements specified by its business' Qualified Security Assessor. Customer is responsible for achieving and maintaining PCI-DSS validation relevant to its business. If Customer is currently on a version of PARCs software which is not listed on the PCI Security Standards website as PA-DSS certified or a version which is scheduled for expiration, it is the sole responsibility of Customer to make arrangements with CTR to implement a PA-DSS compliant version of the PARCs software. Any costs associated with upgrades to a PA-DSS compliant version of PARCS are not included with this Contract. CTR DOES NOT WARRANT, AND SHALL HAVE NO RESPONSIBILITY FOR CUSTOMER'S MISUSE OF CTR SOFTWARE OR HARDWARE OR CUSTOMER'S FAILURE TO MAINTAIN PCI-DSS COMPLIANCE.

13. Palm Beach County Office of the Inspector General Audit Requirements

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

14. Insurance Required

The insurance requirements described herein are based on all work, being performed under the terms/conditions of this Agreement, occurring on public side of airfield fencing (Landside). Should hitherto unknown changes require work to be performed on secure side of airfield fencing (Airside), these insurance requirements shall be modified immediately and appropriately. It shall be the responsibility of CTR to provide evidence of the following minimum amounts of insurance coverage to Customer. During the term of this Agreement and prior to each subsequent renewal thereof, CTR shall provide this evidence to Customer prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance: CTR shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$1,000,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverage. Coverage for the hazards of explosion, collapse and underground damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance: CTR shall maintain Business Auto Liability Insurance at a limit of liability not less than \$1,000,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event CTR neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing CTR to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of this Agreement, CTR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance: CTR shall maintain Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by CTR in the types and amounts required herein shall be transmitted to Customer via the Insurance Company/Agent within a time frame specified by Customer (normally within 2 working days of request). Failure to provide required insurance shall render this Agreement null and void.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by this Agreement has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to Customer prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of CTR to ensure that all required insurance coverages are maintained in force throughout the term of this Agreement. Failure to maintain the required insurance shall be considered default of contract. CTR shall agree to provide Customer with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by Palm Beach County as to form, types of coverage and acceptability of the insurers providing coverage.

CTR shall agree that all insurance required herein shall be provided by CTR to Customer on a primary basis.

Schedule A

List 1

TERMS AND CONDITIONS APPLICABLE TO LISTED EQUIPMENT ONLY

QTY	PART NUMBER	DESCRIPTION
47	7001806	DIGI TCPIP CONVERTERS W/ENCRYPTION
10	101.0016-US	ZEAG ORION ENTRY STATION W/EAO BUTTON
15	101.0026-US	ZEAG EXIT STATION PA 000 ORION W/EAO BUTTON
15	101.0500-US	ZEAG PX/PH ORION CASHIER STATION
6	101.0610-US	ZEAG COUNTING STATION PZ
23	5365EGP00	HID MINIPROX PROXIMITY READER
6	5455BGN00	HID PROXPRO II, GRAY
1	852-063-003	INTERMEC BATTERY CHARGER, QUAD
1	871-021-002	INTERMEC MULTIDOCK FOR CK60
1	871-022-006	INTERMEC SINGLE DOCK CK61
13	AF-3400-16X80-20-RGB-SF	DAKTRONICS GALAXY VARIABLE MESSAGE SIGNS
5	CK61B811000A0100	INTERMEC CK31B MOBILE COMPUTER
3	CO-E1-11AAR	COBOX MICRO DEVICE SERVER
29	D1300	2 WIRE 485 FIBER TRANSCEIVER
29	D1300R3	2 WIRE 485 FIBER TRANSCEIVER
1	DR1810	IFS 8-CHANNEL CONTACT MAPPING RECEIVERS
1	DT-1810	FIBER BI-DIRECTIONAL CONTACT CLOSURE TRANSCEIVER
14	E5	TRANSCORE AVI UNIT
6	E2	TRANSCORE AVI UNIT
16	EE 311	DIGITAL/DSP DESKTOP MASTER STATION
15	ETHER I/O 24	ETHERNET BASED DIGITAL I/O BOARD
16	G7-DSP-IP-8B	I/P SUBSCRIBER BOARD - B-LEVEL FIRMWARE
4	G7-DSP-IP-8D	I/P SUBSCRIBER BOARD - D-LEVEL FIRMWARE
2	G7-GEK3-4	GE 700 LINK CARD 3 DUPLEX CONTROLLERS
3	G7-TEL	GE 700 ANALOG TELEPHONE INTERFACE
2	GE700	INTERCOM SERVER DIGITAL/2 WIRE
15	IDP3551F40RF120	CITIZEN RECEIPT PRINTER
15	IO 24 COMBO	ELEXOL I/O COMBO BOARD
25	K-2000-DVA	VIKING MULTI-INPUT VOICE ANNOUNCER
26	LED 4	MULTIPLE LED MODULE SIGNS (4'-6" X 4' - 0") OPEN / CLOSED
	LED 7	MULTIPLE LED MODULE SIGNS (6'-6" X 4' - 0")
1	M011AA002-O1R	COBOX MICRO 100
14	APC	UNINTERUPTIBLE POWER SUPPLY
37	MIB-30	BARRIER GATE W/DUAL DETECTOR
25	ZEN-10C1DR-D-V2	ZEN PROGRAMMABLE LOGIC CONTROLLER
84	MID2C-200	DUAL LOOP DETECTOR
29	MR-50	SINGLE READER SUBCONTROLLER
2	MR-52	DUAL READER SUB-CONTROLLER
25	MSR1-E900	INVISIA SMART GATE SENSOR
25	PA-2A	VIKING PAGING AMPLIFIER
4	SCP-E-1MB	SYSTEM CTRL.PROC 1MB ETHERNET
4	SCP-MEM7	7 MBYTE EXPANSION BOARD
4	TCL2630RGGR-E473	CHECK SUNPASS/SUNPASS ACCEPTED
10	TCL3330RGGR-E474	CHECK SUNPASS/SUNPASS ACCEPTED
14	TCL418R-FD	4 X 18 LED FEE DISPLAY -- CASHIER STATION
10	TCL718R-FD 05	5 DIGIT LED FEE DISPLAY -- SUNPASS EXITS
1	TM2500	MICROTERMINAL (RS 232)

1. Equipment Maintenance

During the Normal Service Coverage Period, CTR will provide maintenance to keep the Equipment in, or restore the Equipment to, good working order. Maintenance will include lubrication, adjustments and repair or replacement of parts deemed necessary by CTR and/or Customer. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchanged basis, and the exchanged parts will become the property of CTR. Maintenance provided under this Agreement does not assure uninterrupted operation of the Equipment. If Customer requests that CTR perform maintenance outside the Service Coverage Period, any such emergency service will be provided, when available, at the CTR Time and Materials rates and terms then in effect.

Services include:

- (1) Telephone access during the Normal Service Coverage Period to a CTR Customer Support Center for problem reporting;
- (2) Scheduled preventative maintenance during the Normal Service Coverage Period based on the needs of the Equipment, as determined by CTR and/or Customer;
- (3) Remedial maintenance performed remotely (off site) site during the Normal Service Coverage Period following telephone notification by Customer to a CTR Customer Support Center that the Equipment is inoperative;
- (4) Alterations required by Engineering Change Notices which CTR determines are applicable to the Equipment, if installed during the Normal Service Coverage Period; and
- (5) Like for like equipment replacement providing CTR deems equipment un-repairable and all supplies used in the equipment were approved by or purchased from CTR.

List 2

TERMS AND CONDITIONS APPLICABLE TO STANDARD SOFTWARE ONLY

QTY	PART NUMBER	DESCRIPTION
1	ADAPT 75-RDR	ADAPT SERVICE LICENSE 75 READERS W/1 CLIENT
10	ADAPT CLIENT	ADDITIONAL ADAPT CLIENT LICENSE
1	DRIVER ROYALTY 26-75	AMT ROYALTY FOR MERCURY
10	OPENFOUNDATION CLNT	ROYALTIES PER ADDT'L CLIENT
1	OPENFOUNDATION SVR	ROYALTY FOR SERVER & 1 CLIENT
1	WEBPARC/S	SOFTWARE PACKAGE
1	PARC/S CC PROCES PKG	CREDIT CARD PROCESSING SOFTWARE
1	PARC/S COUNT MON. PKG	ENHANCED AUDIBLE ALARM SERVICE
1	PARC/S FIVE USER LIC	FIVE USER CLIENT LICENSE
1	PARC/S LPI	LICENSE PLATE INVENTORY ONLINE SOFTWARE
1	ZEN-SOFT01-V3	ZEN SUPPORT SOFTWARE
6	2300.5200	COUNTING STATION LICENSE

1. Standard Software Maintenance

During the Normal Service Coverage Period, CTR shall provide:

- (a) Remote diagnostic technical assistance through the Help Desk facility to resolve Standard Software functional problems and user problems;
- (b) Twenty-Five (25) hours of Help Desk service calls annually;
- (c) Ten hours (10) of remote programming annually;
- (d) Standard Software revisions, provided remotely through the Help Desk facility;
- (e) Standard Software version upgrades and enhancements, if within the same or a like operating system and employee capacity as the Software originally covered under this Agreement. Customer agrees to pay for labor charges required to install such version upgrades and enhancements at a 20% discount of CTR's established labor rates if customer requests on-site installation;
- (f) Additional retraining at a 25% discount on CTR's established rates. Such retraining will be held at the nearest CTR Customer Support Center; and
- (g) A 5% discount on new software purchases.

2. Standard Software Exclusions

Any Standard Software maintenance beyond that described in Section 1 (a) through (e) above shall be charged to Customer at the then applicable CTR Time and Materials rate.

In addition to the exclusions specified in Section 6 of this Agreement, Standard Software maintenance excludes:

- (a) Services required for application programs and conversions from products or software not supplied by CTR; and
- (b) Service for CTR Custom Software.

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND / OR SUBCONTRACTORS

PROJECT NAME OR BID NAME: PBIA Maintenance Agreement

PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER: CTR Systems Parking, Inc.

ADDRESS: 555 Keystone Drive, Warrendale, PA 15086

CONTACT PERSON: Dennis Russo

PHONE NO: 724-772-2400 FAX NO: 724-772-3750

BID OPENING DATE: _____

DEPARTMENT: Parking

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address and Phone Number	(Check one or both Categories)		Dollar Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)		Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Bid Price \$ _____

Total Value of SBE Participation 0.0% There are no subcontractors.

- NOTE: 1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)
08/09/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beynon & Company, Inc. 1900 Allegheny Building Pittsburgh, PA 15219 Kathleen A. Shaffer		412-261-3640 412-261-4568	CONTACT NAME: Kathleen Shaffer PHONE (A/C, No, Ext): 412-261-3640 FAX (A/C, No): 412-261-4568 E-MAIL ADDRESS: kshaffer@beynonandco.com PRODUCER CUSTOMER ID #: CTRSY-1
INSURED CTR Systems Parking Inc; CTR Systems Time & Attendance Inc; CTR Systems Access Control Inc; CTR Systems Mid-Atlantic Inc; CTR Systems Payroll Inc. 555 Keystone Drive Warrendale, PA 15086		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Indemnity Company NAIC # 25658 INSURER B : Travelers Property Casualty Co INSURER C : The Phoenix Ins Co (Travelers) 25623 INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	630-9634N027	09/15/10	09/15/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 x, c & u \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		H-810-0706P497	09/15/10	09/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	CUP9634N027	09/15/10	09/15/11	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HNUB-6899C70-3-10 INCL STOP GAP - OHIO	09/15/10	09/15/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation		630-9634N027	09/15/10	09/15/11	Ded \$1000 1,000,000
A	Errors & Omissions		TE06402384	09/15/10	09/15/11	Ded \$25K 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Palm Beach County is included as Additional Insured under General Liability per Form #CGD246 & Additional Insured under Umbrella (follow-form basis without exceptions) with respect to operations of the insured for the following: Palm Beach International Airport, Parking Facilities, Maintenance Agreement

CERTIFICATE HOLDER PALMBEA Palm Beach County 846 Palm Beach Int'l Airport West Palm Beach, FL 33406-1470	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kathleen A. Shaffer
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COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include: