

CONTRACT

This Contract dated as of the Contract Date set forth below, is between _____
_____ (hereinafter referred to as the "Client"), and Amano
McGann, Inc., a Delaware corporation (hereinafter referred to as "Contractor").

The address of Client is: ___ City of Waukesha _____
 ___ Department of Public Works _____
 ___ 130 Delafield Street _____
 ___ Waukesha, WI _____

The address of Contractor is: Amano McGann, Inc
 2699 Patton Road
 Roseville, MN 55113

The Date of Contract is: _____

Substantial Completion Date is: 12-14 weeks after receipt of signed contract.

The Project is: City of Waukesha Parking Access and Revenue Control System
for Municipal Ramp and Transit Center

The Contract Sum is: \$82,859.13

In consideration of the mutual covenants and conditions hereinafter set forth and the forgoing definitions which are incorporated herein, the parties hereby agree as follows:

ARTICLE I

The Work

- 1.1 The Contractor, pursuant to the provisions hereof, shall perform the work necessary to install the equipment as specified in the following documents that are attached hereto as Exhibit A, and are by this reference incorporated herein: the Contractor's Equipment List, Scope of Work, and Terms and Conditions.
- 1.2 The Contractor shall perform all the Work and furnish all the supervision, materials, equipment, labor, services, hoisting and transportation for same, together with, any tools and machinery necessary to perform the Work.
- 1.3 Contractor shall commence Work immediately upon receipt of material in conjunction with the schedule agreed to by the Client. The Contractor shall substantially complete the Work by the Completion Date. Should the Contractor be delayed in the completion of the Work by any act, inaction or default of Client, or of any agent or contractor of Client, or by any labor dispute, unusual delay in deliveries, abnormally adverse weather conditions, damage by fire or other casualty or act beyond the control of the Contractor, then the Completion Date shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.
- 1.4 All materials and equipment supplied as part of the Work shall be new, and all workmanship shall be of the best quality in strict accordance with this Contract. The Contractor shall make no substitution of materials unless approved by the Client. All work performed by the Contractor shall be under the direction of a competent supervisor on the Premises employed by the Contractor. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 1.5 The Contractor shall cleanup the Premises in a thorough and workmanlike manner during the progress of work and upon completion.

- 1.6 The Contractor shall take all necessary precautions to keep the Premises free of safety hazards, and shall correct any damage or disfigurement to contiguous work or property resulting from the Work.
- 1.7 The Contractor agrees to comply with all codes, regulations or ordinances of any governmental units or agencies which have jurisdiction overall or any portion of the Work applicable to Contractor.
- 1.8 The Contractor shall procure and obtain any permits required for the Contractor to perform the Work.
- 1.9 The Contractor shall keep the Project free and clear from all liens and charges arising out of the Work and shall give the Client prompt written notice of actual and prospective claims of any such liens or charges known to the Contractor.
- 1.10 The Work shall be deemed fully complete when all components of the Work have been totally completed as per Exhibit A.
- 1.11 The Contractor hereby warrants and guarantees the Work in accordance with the Manufacturer's Licenses and Warranties (Exhibit B) attached hereto and in addition, warrants and guarantees that the Work will be of the best quality, containing all new materials and that the Work including all materials supplied shall be free of defects in material and workmanship for a period of (2) years from the date of substantial completion of the Work.
- 1.12 Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by Client. Contractor agrees and understands that Client will not provide continuous or exhaustive inspection of Contractor's Work and that Contractor is responsible for the materials, procedures, means, methods, sequences and techniques utilized, for coordinating all portions of the Work and for providing completed Work.
- 1.13 Client may from time to time request to make changes in the Work that it may deem desirable. Upon request of Client, Contractor shall review all information presented to it by Client relating to a change in the Work and shall submit a written proposal for any applicable price and time adjustment attributable to the Client's request for information relating to a change in the Work. When a "Change Order" is issued pursuant to a change required by the Client, the Contract Sum shall be adjusted accordingly. Contractor shall thereupon perform the changed Work in accordance with the terms of this Contract and the Change Order. Should Contractor proceed with changed Work without a Change Order or a directive issued pursuant to this Paragraph 1.13 Client shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such a written Change Order. All changes to the Work shall be deemed a part of the Work and shall be governed by this Contract.
- 1.14 Contractor and its subcontractors shall employ only such labor as will work in harmony with other trades upon the job and shall not use materials or employ means which may cause strikes or other labor troubles by any person employed in or about the premises. Contractor shall take such measures as are necessary to minimize disruption to the operation of the premises during the performance of the Work.
- 1.15 Contractor shall provide Client a set of "as-built" drawings of the Work upon its completion thereof.

ARTICLE II

Payment

- 2.1 Provided the Contractor shall not be in default in the performance of any provision of this Contract to be performed by the Contractor, the Contractor shall receive in payment of its performance hereunder the Contract Sum of (\$_82,859.13_).
- 2.2 50% deposit due upon order, 50 % due upon completion. Project payments due upon receipt of invoice, Net 45 days.

ARTICLE III

Indemnification

- 3.1 To the extent permitted by applicable law, the Contractor agrees to indemnify and hold harmless the Client, and their agents, employees, members, partners, beneficiaries and anyone else acting on behalf of any of the foregoing harmless from, any and all damage or injury of any kind or nature whatsoever caused by, resulting from, arising out of or occurring in connection with the execution of the Work.
- 3.2 The Contractor hereby releases and discharges the Client from liability for and assumes the risk of loss of or damage to equipment or other property of the Contractor, and hereby indemnifies the Client against all claims and liabilities for loss of or damage to equipment or other property of third parties leased or otherwise used by the Contractor and tools or other property owned by or in the custody of the Contractor's employees.
- 3.3 The Contractor agrees to pay all royalties and license fees and to indemnify and hold harmless the Client and its agents from loss or damage or expense to which they may be put as a result of claims made or litigation on account of alleged violation or infringement of any royalties, patents or patented rights arising out of the Work, methods, materials or things used by the Contractor.

ARTICLE IV

Insurance

- 4.1 The Contractor shall purchase and maintain insurance issued in amounts specified in Contractor's Insurance Certificate (Exhibit B) attached hereto, and no Work shall be commenced under this Contract until Contractor shall have obtained all specified insurance. The City of Waukesha shall be listed as an additional insured and loss payee.

Taxes

- 4.2 Contract Sum does not include any sales, use, excise or other tax. If Client is tax exempt Client will provide Contractor with a tax exemption certificate for this Project.

ARTICLE V

Termination

- 5.1 Should the Contractor or Client default in its obligations hereunder and should either party fail to cure same within thirty (30) days after written notice from the other party then, at its sole and exclusive remedy hereunder the other party may terminate this Contract. Upon such a termination, the Contractor shall be entitled to recover from the Client, full payment for all work performed to the date of such termination.
- 5.2 Cancellation of contract or P.O. prior to on-site delivery results in a 25% restocking charge. There is no return or refund on custom products/services or software once delivered.

ARTICLE VI

General Provisions

- 6.1 All notices hereunder shall be deemed to be made properly if personally delivered, Sent by nationally recognized overnight courier or by registered or certified mail, return receipt requested, and addressed to the parties at the addresses heretofore set forth. The address may be changed by either party giving such notice. Notices shall be deemed delivered upon delivery, or, if delivery is refused, upon such refusal.

- 6.2 Contractor shall not be liable for any damages, direct, indirect, incidental or consequential, resulting from delay in performance or nonperformance caused by contingencies, happenings, or causes beyond the control of Contractor, including but not limited to fire, flood, storm, power failure, labor trouble or shortage, war, acts of Government, accidents, material shortage, equipment failure, or acts of God. In the event of the occurrence of any such contingency, Contractor may suspend or terminate its performance hereunder without responsibility to Client for any damages resulting from such suspension or termination.
- 6.3 The Client agrees not to solicit, contract with, hire or otherwise engage the services of any of the Contractor's employees rendering services to Client for a period of two years (2 years) days after the termination of any and all obligations between the parties.
- 6.4 This laws of the State of Wisconsin shall govern the validity, interpretation and construction of the Contract and all rights and obligations of Contractor and Client, respectively, notwithstanding any choice-of-law rules that would otherwise dictate application of the laws of any other jurisdiction.
- 6.5 If any term or provision of this Contract shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations of any public authority having jurisdiction thereof by a court of competent jurisdiction, then, notwithstanding such term or provision, this Contract shall be and remain in full force and effect and such term shall be deemed stricken; provided, however; this Contract shall be interpreted, whenever possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.
- 6.6 This Contract constitutes the entire agreement between the Contractor and the Client relating to the Work and all prior negotiations and agreements are merged herein. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge or cancellation of this Contract or of any terms thereof shall be binding on the Contractor unless in writing and executed by an officer or employee of the Contractor specifically authorized to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be properly executed as of the day and year first above written.

Client

Amano McGann Inc.

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

V1105

Exhibit A: Equipment List, Scope of Work, and Terms and Conditions

South Street Ramp Entry Lane 1

| Qty | Model | Description |
|-----|-----------------|--|
| 1 | AMG-1750/A850 | Gate, Dual detector, two-tone silver/grey. |
| 1 | AL25 | 11' Folding Aluminum Gate Arm for AMG-1750 |
| 1 | O-0100/1100-000 | IO100 Universal Lane Controller. Mounting for AMG Gates. Includes power supply and mounting plate for AMG Gates. |
| 1 | AMG-2070/A853 | Entry Station Non-FlexScan Ready, Magnetic stripe ticket, two-tone silver/grey |
| 1 | E-30-EWP | Hands Free Door Station Dialer |
| 1 | AMT-070 | Proximity Reader Kit for the AMG-2070 or AMG-4070 |

South Street Ramp Entry Lane 2

| Qty | Model | Description |
|-----|-----------------|--|
| 1 | AMG-1750/A850 | Gate, Dual detector, two-tone silver/grey. |
| 1 | AL25 | 11' Folding Aluminum Gate Arm for AMG-1750 |
| 1 | E-30-EWP | Hands Free Door Station Dialer |
| 1 | O-0100/1100-000 | IO100 Universal Lane Controller. Mounting for AMG Gates. Includes power supply and mounting plate for AMG Gates. |
| 1 | AMG-2070/A853 | Entry Station Non-FlexScan Ready, Magnetic stripe ticket, two-tone silver/grey |
| 1 | AMT-070 | Proximity Reader Kit for the AMG-2070 or AMG-4070 |

South Street Ramp Exit Lane 1

| Qty | Model | Description |
|-----|-----------------|--|
| 1 | AMG-1750/A850 | Gate, Dual detector, two-tone silver/grey. |
| 1 | AL25 | 11' Folding Aluminum Gate Arm for AMG-1750 |
| 1 | O-0100/1100-000 | IO100 Universal Lane Controller. Mounting for AMG Gates. Includes power supply and mounting plate for AMG Gates. |
| 1 | E-30-EWP | Hands Free Door Station Dialer |
| 1 | PRX000MIL | Amano McGann Format Proximity Reader Includes buffering, built-in intercom and power supply. Up to 10in. read range. 10x10 enclosure. |

South Street Ramp Exit Lane 2

| Qty | Model | Description |
|-----|-----------------|---|
| 1 | AMG-1750/A850 | Gate, Dual detector, two-tone silver/grey. |
| 1 | AL25 | 11' Folding Aluminum Gate Arm for AMG-1750 |
| 1 | O-0100/1100-000 | IO100 Universal Lane Controller. Mounting for AMG Gates. Includes power supply and mounting plate for AMG Gates. |
| 1 | AMG-4570/A862 | Exit Station, magnetic stripe ticket, credit card, magnetic access card configuration, receipt printer, two-tone silver/grey. |
| 1 | E-30-EWP | Hands Free Door Station Dialer |
| 1 | AMT-070 | Proximity Reader Kit for the AMG-2070 or AMG-4070 |

South Street Head End System

| Qty | Model | Description |
|-----|---------------|--|
| 1 | AMS8230IPL | Amano McGann iParcProfessional LT Credit Card Suite Package iParcProfessional LT Credit Card Suite Software Package includes Card Access with Debit, Count Monitoring, Revenue with Ticket Tracking, Business Alerts, Five Web Client user licenses, AMSCHARGE and Credit Card Suite which supports Credit Card In/Credit Card Out, Credit Card On-File (utilizing standard access credential in readers, tied to credit card in software), Debit Replenishment (same as above with automatic value replenishment once remaining balance falls below a preset minimum), ExpressParc Central and/or Exit lane, Contract Payment and Single Throat Card Access. |
| 1 | AMS4950IP | Amano McGann iParcProfessional BA Business Alerts Innovative Business Alerts (BA) allows users to preprogram reports, alarms and statistics sent to their PC or Smartphone. The Amano McGann iParcProfessional Internet connectivity allows management to receive pertinent Business Alerts anywhere. BAs can be activated based on particular time of day, time schedule throughout day, days of week, or a specific date. Monitor facility occupancy, attendants efficiency, daily revenue statistics, alarm conditions and more. With the BA Wizard, programming is easy. Tree programming makes it simple to select the information you want to receive. With drag & drop, information will be flowing to your PC or Smartphone in no time. Recipients are linked to the outside world via e-mail addresses. Information can be sent to an individual or group of individuals. Our flexibility makes it easy to manage the system by exception. |
| 1 | AR-100/5162 | Automatic (HR-200 style) Ticket Encoder. Store configuration of 1-31 only. |
| 1 | PMC4840 | M-Proximity Cards. Permanently numbered, 500 units |
| 1 | AMS005ULIP | iParcProfessional Web Client 5 Pack User License. Web Client allows remote access from any location or device with Internet connectivity. Allows access to comprehensive reports and real-time Card Access, Count Monitor and Revenue functions. |
| 1 | AMS-SQL/TWR | Custom Database Server (Tower), Microsoft SQL Server 2012. Windows Server operating system, Hard Drives w/RAID, DVD+RW included. |
| 1 | AMS-SRVR/TWR | Custom Application Server (Tower) per iParcProfessional System Specifications. Windows Server operating system, Hard Drives w/RAID, LCD Monitor, DVD+RW, Laser Printer included. |
| 4 | AGP-0509/A558 | TC Converter (RS485 to RS232) w/ Power Supply |
| 1 | AL25 (SPARE) | 11' Folding Aluminum Gate Arm for AMG-1750 |

Transit Center Pay Stations

| Qty | Model | Description |
|-----|-------------|--|
| 2 | APM-1505CCB | MSM Elite LS, Pay By Space, GPRS/CDMA (3), Coin/Card/Bill Includes one coin and one bill vault. |
| 2 | APM-1123TKS | 12 Key Alpha Keypad Pay by Space. Includes software configured for Pay by Space functionality. Required for Pay by Space functionality. |
| 2 | APM-1101ACP | AC Mains Power- Includes Heater and Blue Halo LED Lights |

Terms and Conditions

Conditions and Disclaimers

- Amano McGann has included Prevailing Wage rates for its employees.
- Amano McGann assumes work can be completed during normal working hours. After-hours and weekend installation may result in additional fees.
- Amano McGann assumes penalties, liabilities, and/or consequential damages will not be part of the contract terms and conditions.

Installation By Amano McGann and all work to be performed during the standard business hours of 8:00AM – 5:00PM, Monday through Friday. Additional charges apply for work requested to be performed after standard business hours and/or weekends. Idle time incurred due to absence of escorts, clearances, or inability to enter the work space or other factors beyond our control will be considered a change with added labor hours. Firm start date for installation to be determined after complete order has been received by Amano McGann. Amano McGann will provide necessary training on operation/maintenance of system.

The calculation for additional charges is \$110 per hour for straight time and \$165 per hour for time and one half. This charge would apply to any installation labor outside of normal business hours of 8am-5pm, Monday through Friday. Any work required after normal business hours by client will require a change as specified in section 1.13 of contract. See Conditions of Warranty and Service

Product Delivery

Estimated lead time for PARCS equipment is 8-10 weeks from receipt of all required order forms and deposit for product delivery, when applicable. Amano McGann will provide a secure off-site storage area for said materials throughout duration of the installation. Such materials will be treated as 'stored materials' for the purposes of payment applications.

Tax

Prices in this proposal include use tax. Should the City provide a tax exemption certificate, taxes will be removed.

Change Orders

Any alteration or deviation from the above specifications, including but not limited to any such changes involving additional material and/or labor costs, will be executed only upon a written change order for same, signed by both Buyer and Amano McGann. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price.

Bonding, Insurance, & Liquidated Damages

Any bonding requirements are not included in this proposal and shall be provided at an additional charge based upon scope. Any insurance requirements outside of standard coverage's carried by Amano McGann are not included in this proposal and shall be provided at an additional charge based upon additional requirements and terms of coverage. Liquidated damages are not included in this proposal.

Warranty

This proposal includes a Two Year (2) warranty on parts and labor for defects in materials or manufacture. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies.

Payment Terms

1. 45 Days upon completion.
2. Cancellation of contract or P.O. prior to on-site delivery results in a 25% restocking charge. There is no return or refund on custom products/services.

AMANO McGANN

Proposal Validity

This proposal is valid through **10/09/2014**. If the executed contract and/or purchase order is received after the expiration date, Amano McGann reserves the right to issue a revised proposal.

To be provided by Amano McGann

All equipment as specified in proposal and listed in this exhibit
Bolt down of all equipment
Provide and terminate all communications cable for the system
Provide training on operation/maintenance of system
2 Year Parts and Labor Warranty
Programming, Testing, and Commissioning of System

To be provided by Client

Concrete and Protection Posts (if needed)

- Existing are to be used any additional if needed are provided by the Client

Database population

- Entering cardholder information into the database to be done by the Client

Digital Data Connection for Clearinghouse (Satellite, Frame Relay or High Speed Secured IP)

- Secure (not shared) DSL Connection for Credit Card Server to be provided by Client

Analog Phone Lines (Remote Support and Intercoms)

- Phone line for intercoms and Dial ins to be provided by Client

Communication Link and Modems for remote hosting

- Same DSL connection as above

Reliable network connection between parking office and remote locations

- Internet access to be provided by Client

Power circuits with connections to lane equipment as required

- Recommended is 20 Amp Circuit per lane. Contractor plans to reuse existing circuits.

Empty control wire conduit system (with pull string) per our shop drawings

- Contractor to reuse existing conduit. Any damaged or impassable Conduit will be reported to Client.

Integrity of existing conduits, power wiring, and low voltage cable

- Contractor not responsible for quality or integrity of existing conduit or power wiring that is being re-used. Amano will provide all new low voltage cable for the system.

Integrity of existing equipment and vehicle detector loops

- No equipment is being re-used with the exception of loops. The integrity of the existing loops is the responsibility of the Client.

Database transfer

- Transfer of existing information in the database to the new database is responsibility of the Client.

AMANO McGANN

Warranty

The Amano McGann project management and sales consulting staff understands that no matter how sophisticated a parking system is, it is the ongoing service that will make the system functional and effective. After the contract is signed, Amano McGann sales personnel and project managers stay involved throughout the life of the equipment. The goal is to create customers for life.

Amano McGann is committed to providing you with service to meet the needs of your parking operation. Downtime for parking equipment could mean serious inconvenience for parkers, loss of revenue, or hindrance of ingress. Amano McGann will do everything possible to minimize any system downtime.

This Amano McGann system comes with a Parts and Labor Warranty period of 2 Years. Your warranty start date will begin upon substantial completion of system. All work is warranted in its entirety to be free of mechanical or electrical defects in design, material, and/or workmanship. Amano McGann will repair or replace all work delivered under the Contract and correct any defect within the Warranty Period at no additional cost. The maintenance service during the warranty period will include all parts, labor, transportation, and support services to successfully perform maintenance, repair, and/or replace any hardware, mechanical, electronic, programming, or software component, to ensure the parking control system performs according to the requirements of the technical specifications. This maintenance service includes all lane equipment, host computer system hardware, operating system, software, and all associated communication sub-systems and peripheral devices.

During this warranty period, work shall be performed during normal business hours Monday through Friday from 8:00AM to 5:00PM. All other service calls shall be billed at cost of services.

This warranty does not apply to situations where damage or malfunctions resulting from fire, flood, earthquakes, elements of nature or acts of God, strikes, riots, collision, vandalism, misuse, electrical surges, power failure, use of non-manufacturer approved parts or consumable supplies, or any other similar cause beyond the reasonable control of Amano McGann.

Amano McGann is confident that we will provide the highest level of warranty service and ongoing maintenance support for the proposed parking control system. Our clients have high expectations, and we continue to provide quick response and resolution to ever changing service needs.