

**FIRST AMENDMENT TO AGREEMENT  
(SERVICES)**

**THIS FIRST AMENDMENT** (the "First Amendment") to the Contract for Services is made and entered into this 1 day of May, 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **T2 SYSTEMS CANADA, INCORPORATED**, a Foreign Profit Corporation (the Contractor").

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish Services, dated **April 1, 2015** (the "Original Agreement") (Reference Original Bid No. **RFP 15-001** and Original Clerk Tracking No. **15-00041** for services associated with **Beach Parking Pay Stations: First Amendment: Revisions to Article 4.1 Compensation and Exhibit B-1 Compensation Table** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will be provided revisions to the Agreement and pursuant to the terms and conditions contained herein.

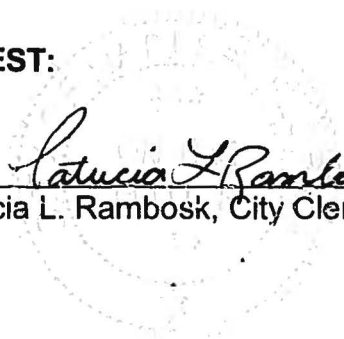
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Four, Compensation" 4.1 shall be amended from **\$309,570.00 to \$312,540.00** to correct the Agreement's total initial cost. Pay Stations (30) total listed in the original Exhibit B-1 reflected a per pay station cost of \$7,879.00 compared to the correct per pay station cost of \$7,978.00. **Attachment A-1 Basis of Compensation is a revised Table of Costs with a designation of Revised Exhibit B-1** which is attached and made a part of this First Amendment.
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**ATTEST:**

By: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk



**CITY:**

**CITY OF NAPLES, FLORIDA**

By: Roger Keinke, Acting City Manager  
For: A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt  
Robert D. Pritt, City Attorney

**CONTRACTOR:**

**T2 SYSTEMS CANADA, INC.**

330 – 4260 Still Creek Drive  
Burnaby BC V5C 6C6 Canada

Att: **Chris Chettle**  
Executive Vice President & General Mgr

Angie Lorette  
Witness (Signature)

Printed Name: Angie Lorette

By: Chris Chettle  
(Signature)

Printed Name: CHRIS CHETTLE

Title: EVP & GENERAL MANAGER

FEI/EIN Number: On File (Canada)  
A Foreign Profit Corporation

2015 - 2018 T2 Pricing Schedule													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Pay Stations					\$ 239,340.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 239,340.00
IRIS					\$ -	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 11,550.00
Warranty					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Preventative					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>					\$ 239,340.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 250,890.00
<b>2016</b>													
Pay Stations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IRIS	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 19,800.00
Warranty	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 11,812.50
Preventative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 31,612.50
<b>2017</b>													
Pay Stations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IRIS	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 19,800.00
Warranty	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 20,250.00
Preventative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 40,050.00
<b>2018</b>													
Pay Stations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IRIS	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 19,800.00
Warranty	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 1,687.50	\$ 20,250.00
Preventative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 3,337.50	\$ 40,050.00
			FY15-FY16	FY17	Total					FY18	FY19	FY20	Total
\$7,978 x 30	FY15	may	\$ 239,340.00										
		june	\$1,650.00										
		july	\$1,650.00										
		august	\$1,650.00										
Total FY15 - PO	\$ 245,940.00	september	\$1,650.00										
	FY16	october	\$1,650.00	\$3,337.50					october	\$3,337.50	\$3,337.50	\$3,337.50	
		november	\$1,650.00	\$3,337.50					november	\$3,337.50	\$3,337.50	\$3,337.50	
		december	\$1,650.00	\$3,337.50					december	\$3,337.50	\$3,337.50	\$3,337.50	
		january	\$1,650.00	\$3,337.50					january	\$3,337.50	\$3,337.50	\$3,337.50	
		february	\$1,650.00	\$3,337.50					february	\$3,337.50	\$3,337.50	\$3,337.50	
		march	\$1,650.00	\$3,337.50					march	\$3,337.50	\$3,337.50	\$3,337.50	
		april	\$1,650.00	\$3,337.50					april	\$3,337.50	\$3,337.50	\$3,337.50	
		may	\$1,650.00	\$3,337.50					may	\$3,337.50	\$3,337.50	\$3,337.50	
		june	\$3,337.50	\$3,337.50					june	\$3,337.50	\$3,337.50	\$3,337.50	
		july	\$3,337.50	\$3,337.50					july	\$3,337.50	\$3,337.50	\$3,337.50	
		august	\$3,337.50	\$3,337.50					august	\$3,337.50	\$3,337.50	\$3,337.50	
		september	\$3,337.50	\$3,337.50					september	\$3,337.50	\$3,337.50	\$3,337.50	
			\$272,490.00	\$40,050.00	\$312,540.00					\$40,050.00	\$40,050.00	\$40,050.00	\$120,150.00