

FIRST AMENDMENT TO INSTALLATION AND SCOPE AGREEMENT

This First Amendment to Maintenance and Support Agreement (this "First Amendment") is made this 28th day of February, 2013, by and between the City of Doral, Florida (the "City") and Perconti Data Systems, Inc. (the "Support Vendor"). This First Amendment amends that certain Maintenance and Support Agreement, dated January 13, 2013, between the City and the Support Vendor for the maintenance and support of certain software for the City of Doral, Florida (the "Agreement").

In consideration of the mutual covenants hereinafter set forth, the City and the Support Vendor agree as follows:

1. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.
2. The "Fees and Charges" section of the Agreement is hereby amended by adding the following new paragraph at the end thereof:


Notwithstanding the foregoing, Support Vendor agrees that during the first year hereunder, the Customer shall receive unlimited maintenance as needed at no charge. During the second year hereunder, the Customer shall receive twenty hours of maintenance per month at no charge; any additional hours per month shall be at the 2012 prices. During the third year hereunder, all service shall be provided at the 2012 prices.

3. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.
4. The foregoing terms and conditions are hereby incorporated into the Agreement. Except as modified herein, the Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Agreement and this First Amendment, this First Amendment shall control.

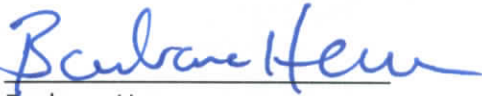
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

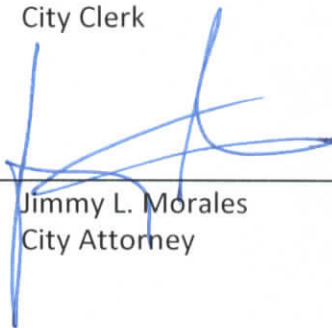
PERCONTI DATA SYSTEMS, INC.

CITY OF DORAL, FLORIDA

By: 
Brian Perconti
Title: *MARKETING CONSULTANT*

By: 
Joe Carollo
City Manager

Attest: 
Barbara Herrera
City Clerk

By: 
Jimmy L. Morales
City Attorney



PERCONTI DATA SYSTEMS, INC.
Software Design and Data Systems Consulting

April 15, 2012

Dear CD-Plus Customer:

As we normally do, we are publishing our rates for the upcoming maintenance period (effective October 1, 2012 or January 1, 2013). These prices represent a small increase in the hourly rates (average of less than 5%) since we have not increased rates in several years, despite rising costs. Some prices have actually been lowered or not changed, but the number of hours have changed.

We are continually striving to meet and exceed the demands of our customers, while keeping maintenance reliable, affordable, and a value to those who continually renew their contracts.

The pricing structure is below:

<u>Plan</u>	<u># of hours (per month)</u>	<u>Annual Cost</u>
Diamond	160 (dedicated)	\$160,000
Platinum	80	\$70,000
Titanium	60	\$58,000
Gold	40	\$46,000
Silver	22	\$32,000
Bronze	10	\$14,000

These hours will be averaged using a rolling average over the course of the year. I will be contacting each of you to try and determine the level you are choosing and the time period.

We would recommend choosing a plan that suits your anticipated needs over the year as well as fits your budget. All cdplusonline.com customers must have at least the Silver maintenance plan. For recommendations on which plan would be best for you, please call me and we can discuss your options. During these times of thin budgets, keep in mind that there are many things that can be done with you maintenance hours – **training, consulting, and custom changes and reports are all things that can alleviate the strain of reduced staff levels.**

Invoices will be going out at the beginning of September, for those on the fiscal year; November, for those on the calendar year.

Sincerely,
Perconti Data Systems, Inc.

Brian Perconti, Sr.

100 Second Avenue South, Suite 101-S • St Petersburg, Florida 33701
Voice: 727-576-7727 • Fax: 727-576-8033 • email: info@perdasys.com
<http://www.perdasys.com>

FIRST AMENDMENT TO INSTALLATION AND SCOPE AGREEMENT

This First Amendment to Installation and Scope Agreement (this "First Amendment") is made this 28th day of February, 2013, by and between the City of Doral, Florida (the "City") and Perconti Data Systems, Inc. (the "Consultant"). This First Amendment amends that certain Installation and Scope Agreement, dated January 13, 2013, between the City and the Consultant for the development and installation of certain software for the City of Doral, Florida (the "Agreement").


In consideration of the mutual covenants hereinafter set forth, the City and the Consultant agree as follows:

1. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.
2. Exhibit A and Exhibit B to the Agreement are each hereby amended by adding and including therein the schedule of services and prices attached hereto as Attachment A.
3. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.
4. The foregoing terms and conditions are hereby incorporated into the Agreement. Except as modified herein, the Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Agreement and this First Amendment, this First Amendment shall control.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

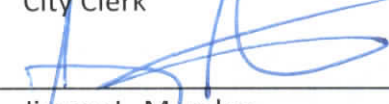
PERCONTI DATA SYSTEMS, INC.

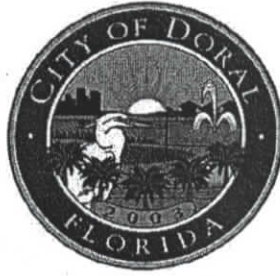
CITY OF DORAL, FLORIDA

By: 
Brian Perconti
Title: MARKETING CONSULTANT

By: 
Joe Carollo
City Manager

Attest: 
Barbara Herrera
City Clerk

By: 
Jimmy L. Morales
City Attorney



Permitting and Inspections Implementation	\$40,000
includes functional review, customization, onsite training, and onsite implementation support. Including Public Works Permitting and Inspections as well. Permitting and Inspections module also includes plan review and contractor licensing.	
CD-Plus Interfaces	\$30,000
includes DB-Listener, (third-party interface) Notification Server, Email/Fax Server, Building Mobile Inspection Interface	
CD-Plus Permitting Web Interface	\$20,000
includes capabilities to check permit status/fees, schedule/verify inspections, Print copy of Permit and CO, view plan reviews, and plans. To be hosted by City of Doral.	
Data Conversion for Building Permitting System	\$20,000
includes both Building and Public Works BDIS systems and intermediate data spreadsheets.	
Total	\$110,000
Payment Schedule	
Upon Approval Date	\$40,000
Upon Live Production Date	\$40,000
Upon Acceptance Date (30 days after live)	<u>\$30,000</u>
	\$110,000

This quote is in addition to the previously approved and PO'd licensing upgrade in the amount of \$50,000.

This pricing includes maintenance support from your live date until December 31, 2013.

100 Second Avenue South, Suite 101-S • Saint Petersburg, Florida 33701

Voice: 727-576-7727 • Fax: 727-576-8033

<http://www.perdasys.com>