

Project Name: FASTER WEB Migration Project

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
TT FASTER LLC, dba FASTER ASSET SOLUTIONS**

THIS AGREEMENT is made and entered into this 7th day of May, 2024, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **TT FASTER LLC, dba FASTER ASSET SOLUTIONS** ("Consultant").

City and Consultant agree as follows:

1. RETENTION OF CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with the upgrade of FASTER WIN Solutions to the WEB Solutions, including Add-On Solution/Modules, yearly maintenance, and Telemetric/Samsara add-on. Services and deliverables shall generally include migration data conversion from existing FASTER software to the new FASTER WEB Solution software, with new modules, integrations, and are more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

City shall perform the services defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of **\$496,493.20** (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

In lump sum amounts per the payment schedule set out in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

4. CITY PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Donald Covarrubias.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to May 31, 2029, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed under the Agreement until City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation saved or exported by City, including duplication of same by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to City. Adam Tolbert is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should Mr. Tolbert's employment with Consultant terminate, Consultant will replace Mr. Tolbert with an experienced and qualified Enterprise Sales Manager. If the parties cannot agree on a suitable replacement, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out to other parties by Consultant: Telematics/Samsara hardware and software.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement to the extent such damages are not directly caused by the City or its agents.

(b) Defense and Indemnity of Third Party Claims/Liability. Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. A judgment is not considered final if an appeal of such judgment is pending and a stay has been ordered.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent

jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) **Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

10. RELATION OF THE PARTIES

(a). Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or

agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

(b). No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

12. TERMINATION BY CITY

City may terminate without cause any or all the services agreed to be performed under this Agreement upon ninety (90) calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve

the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

23. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

24. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: City of Thousand Oaks
 Attention: Donald Covarrubias
 1993 Rancho Conejo Boulevard
 Thousand Oaks, CA 91320

TO CONSULTANT: FASTER Asset Solutions
 Attention: Adam Tolbert
 760 Lynnhaven Pkwy, Ste. 203
 Virginia Beach, VA 23452

30. **SIGNATURES**

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

**TT FASTER LLC, dba
FASTER ASSET SOLUTIONS**

Mitch Skyer, President

Sue Smith, Finance Director

CITY OF THOUSAND OAKS

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

Tracy Friedl, Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

Database Management and Migration

Consultant shall provide all tools, equipment, installation, software, add-ons, and training for FASTER WEB Migration Project. This shall include, but not limited to, the following:

A. FASTER WEB Migration

1. FASTER WEB core license (one instance) for up to 300 assets.
2. Unlimited user access (named accounts).
3. Database management and setup migrating from WIN to WEB.
 - a. Establishment of one FASTER WEB instance with a single Database. This setup includes the FASTER WEB test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live.
 - b. Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location.
4. Data Migration for FASTER WIN add-ons.
5. Data Migration for FASTER WIN customizations.

B. Annual Support

1. FASTER WEB core annual support and maintenance.
 - a. Annual support, maintenance, software upgrades, firmware/database management, data storage, and report management.
 - b. Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location.
 - c. Includes 24x7x365 cloud database access.
2. Fuel imports single vendor support and maintenance.
3. Single vendor site and dispenser support and maintenance.
4. Dashboard annual support and maintenance.
5. Barcoding add-on annual support and maintenance.
6. Authentication provider integration with Auth0.
7. Motor Pool system annual support and maintenance.
8. Samsara annual support and maintenance.

C. Fuel Import

1. Conduct complete configuration and testing of fuel file layout and export files (flat files) from fuel system.
2. Work with Project Manager to determine best way for import of fuel vendor information into FASTER WEB.
 - a. Import fuel vendor fuel transaction file or import fuel file from existing vendor.
3. Vendor site and dispenser Add-On.
 - a. Configure to track inventory items so fuel imports deplete quantity from inventory.
- D. Dashboard Add-On
- E. Barcoding Add-On
- F. Authentication Provider Integration Add-On
- G. Training
 1. FASTER WEB 101 introduction.
 2. Training planning meeting.
 3. Pre-Go Live.
 - a. Six (6) sessions totaling 8-hours of remote, live, instructor-led training to focus on a functional understanding of FASTER WEB features to help prepare for Go Live.
 4. Go Live.
 - a. Three (3) days of onsite, live, instructor-led training. Covers functions necessary in day-to-day fleet work.
 5. 90-Days Post-Go Live.
 - a. First 30-days provide 30-minute weekly status consults.
 - b. Health checks for 2-hours (over phone) at 60 and 90-days from Go Live.
 6. First year ongoing training.
 - a. Access to FASTER resource center online.
 - b. Monthly public questions and answer seminar on specific topics
 7. Motor Pool System overview and configuration sessions.
 - a. System overview and configuration session activities take place via live remote WEB-based session to prepare and train City for set up and software configuration.
 - b. Remote Motor Pool operations user training (includes dispatchers, reservationist and admin).
- H. Motor Pool Asset Sharing, Rental, and Reservation System Add-On
- I. Custom Integrations
 1. Export HTE billing.
 - a. Report based manual, one-way flat file export.
- J. Telematics/Samsara Hardware and Software Add-On
 1. Fleet tracking solution to include hardware, accessories, and a per license gateway license.
- K. Equipment

Consultant to furnish the following equipment to City

1. KEYper MXI Lock-In complete system.
 - a. Complete system includes 1-year of premier plus warranty and support.
 - b. Locking cable seals.
 - c. Battery backup UPC.
 - d. Sturdi fobs.
 - e. Biometric fingerprint reader.
 - f. USB fob reader.
 - g. Wire cutter.
 - h. Digital camera.
 - i. Network cable.
 - j. Key box and Key box stand.
2. Samsara Hardware
 - a. Vehicle IoT Gateway, model VG54.
 - b. Aux cable, VG54.
 - c. Enhanced VG series OBDII J1962 L-mount cable.
 - d. Vehicle IoT Gateway, model VG54 for heavy duty vehicles.
 - e. Enhanced VG series J1939 or J1708 (9-pin).
 - f. Enhanced VG series J1708 (6-pin).
 - g. AG52 Powered asset gateway.
 - h. CBL-AG-BPWR.

CITY PROVIDED SERVICES

City shall provide access to existing FASTER solution software, all add-on data, fuel station data, and all other current data to migrate to the new FASTER WEB solution.

HOURS OF WORK

All work shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. No weekend or holiday work shall be permitted unless authorized by City Project Manager.

IDENTIFICATION OF CONSULTANT/SUBCONSULTANT

Consultant shall provide each of its employees a form of identification including a uniform and badge clearly identifying that each employee is part of the current project at hand.

DISRUPTION OF SERVICES

Consultant shall advise City Project Manager prior to any disruption of City supplied services to extent feasible.

EXHIBIT B

SCHEDULE OF FEES

Compensation payable to Consultant by City for services under this Agreement shall be earned on a price per project basis as defined below:

DESCRIPTION	QUANTITY	COST EACH	TOTAL
License	1	\$30,000.00	\$30,000.00
Annual Support and Maintenance for FASTER WEB	1	\$19,532.00	\$19,532.00
Setup/Interface	1	\$24,660.00	\$24,660.00
Annual Maintenance and Support for all Add-On Modules for FASTER WEB	1	\$5,184.00	\$5,184.00
Service/Data for all Add-On Modules	1	\$20,000.00	\$20,000.00
Training for FASTER WEB and Add-On Modules	1	\$17,450.00	\$17,450.00
Setup/Motor Pool	1	\$41,200.00	\$41,200.00
Annual Support and Maintenance for Motor Pool	1	\$6,180.00	\$6,180.00
Training for Go Live	1	\$1,500.00	\$1,500.00
Equipment for KEYper MXI Lock-In complete system	1	\$9,089.00	\$9,089.00
Shipping charges for Equipment (KEYper MXI Lock-In)	1	\$300.00	\$300.00
Custom/Go Live Work	1	\$8,000.00	\$8,000.00
Current Customer Discount	1	-\$13,300.00	-\$13,300.00
Vehicle IoT gateway, model VG54		\$0.00	\$0.00
Aux cable, VG54		\$0.00	\$0.00
Enhanced VG series OBDII J1962 L-mount cable		\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 for heavy duty vehicles		\$0.00	\$0.00
Enhanced VG series J1939 or J1708 (9-pin)		\$0.00	\$0.00
Enhanced VG series J1708 (6-pin)		\$0.00	\$0.00
AG52 Powered asset gateway		\$0.00	\$0.00
CBL-AG-BPWR		\$0.00	\$0.00
Samsara Yearly Support and Maintenance	1	\$40,491.05	\$40,491.05
Sales Tax (7.25%) for Equipment			\$658.95
GRAND TOTAL FOR FIRST YEAR			\$210,945.00

***Please note:**

Break down for 5-year term of Agreement.

DESCRIPTION	ONE TIME CHARGES	ANNUAL CHARGES
FASTER WEB Year 1	\$139,557.95	\$30,896.00
Samsara Year 1	\$0.00	\$40,491.05
Combined Annual Charges for year 2	\$0.00	\$71,387.05
Combined Annual Charges for year 3	\$0.00	\$71,387.05
Combined Annual Charges for year 4	\$0.00	\$71,387.05
Combined Annual Charges for year 5	\$0.00	\$71,387.05
Not to exceed for term of Agreement	\$496,493.20	

PAYMENT TERMS

DESCRIPTION	DOLLAR AMOUNT
At Purchase Confirmation 30% of FASTER WEB One Time Charges	\$41,867.39
Installation of Software 30% of FASTER WEB One Time Charges	\$41,867.39
System Overview 20% of FASTER WEB One Time Charges	\$27,911.59
Delivery of Final Data and Go Live is Active and Approved by Project Manager 20% of FASTER WEB One Time Charges	\$27,911.58
Annual Fees when Project Manager has Approved FASTER WEB is Complete and Working Correctly	\$30,896.00
Samsara Yearly Support and Maintenance when Project Manager has Approved that Telemetric/Samsara Working Correctly	\$40,491.05
GRAND TOTAL (Year 1)	\$210,945.00

Pricing is guaranteed through the term of the agreement.