**AGREEMENT FOR THE PURCHASE, IMPLEMENTATION, AND MAINTENANCE OF A PARKING ACCESS AND REVENUE CONTROL SYSTEM
BETWEEN
THE CITY OF SANTA ROSA AND SKIDATA, INC.**

This Agreement is entered into as of the City's execution date ("Effective Date") between the City of Santa Rosa, a municipal corporation ("City"), and Skidata, Inc., a Delaware corporation authorized to conduct business in the State of California (hereinafter "Contractor"). Each of City and Contractor are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City has issued a Request for Proposal ("RFP") 18-117 for the Purchase, Implementation, and Maintenance of a Parking Access and Revenue Control System ("System" or "PARCS" as further defined below); and

WHEREAS, Contractor has a good understanding of City's requirements through Contractor's examination of the Request for Proposal documents, site visits, and exchange of information leading up to this Agreement; and

WHEREAS, Contractor has the necessary expertise and skill to provide the System and perform installation and maintenance services; and

WHEREAS, based on Contractor's understanding of the City's requirements and the Contractor's knowledge and experience with other municipal organizations, Contractor warrants that the System and related services will meet the City's specifications and requirements as described in the Scope of Services; and

WHEREAS, the Recitals are true and correct and are incorporated into this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.   DEFINITIONS

"Equipment" shall mean any mechanical and electronic components to be provided by Contractor necessary for the PARCS to function as specified, including but not limited to pay stations, ticketing machines, gate activators and lift mechanics, fee computers, automated pay stations, and all associated equipment.

"Maintenance Services" shall mean the maintenance and support services including preventative maintenance services set forth in Exhibit A-6 that Contractor shall provide during the Warranty Period and during any period for which the City has paid for maintenance and support services.

"Parking.Logic Software" shall mean Contractor's proprietary Skidata Parking.Logic Software.

"Services" shall mean collectively all services provided by Contractor, including removal of existing parking equipment, installation, design, configuration, training, and Maintenance Services.

"Software" shall mean the aggregate of the Parking.Logic Software and all other third- party software installed as part of the PARCS (such as anti-virus software, and all other commercial-off-the-shelf software required by the PARCS).

"System" or "PARCS" shall mean the Parking Access and Revenue Control System as a whole including all associated Services, Software, and Equipment to be delivered by Contractor under this Agreement.

2. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement which includes and hereby incorporates in full by this reference the following contract documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto, with the first listed documents having the highest priority:

EXHIBIT A-	Scope of Services
	Appendix A-1: Technical Specifications
	Appendix A-2: Project Locations
	Appendix A-3: Licensed Materials
	Appendix A-4: Final System Acceptance Certificate
	Appendix A-5: Preliminary Project Implementation Schedule
	Appendix A-6: Warranty and Maintenance Services
	Appendix A-7: Payment Card Industry (PCI-DSS/PCA-DSS) Requirements
	Appendix A-8: Work Order Form
EXHIBIT B-	Compensation and Payment Schedule
	Appendix B-1: System Implementation Cost Breakdown
EXHIBIT C-	Parking Logic: Software License Agreement ("License Agreement")
EXHIBIT D-	General Conditions & Insurance Requirements
EXHIBIT E-	Change Order Form
EXHIBIT F-	Notice of Exercise of Option to Extend Agreement
	2010 ADA Standards for Accessible Design
	City of Santa Rosa Design and Construction Standards (City Standards)
	City of Santa Rosa Construction Specifications for Public Improvements (City Specifications)
	State of California Department of Transportation Standard Specifications 2010 (Standard Specifications)
	State of California Department of Transportation Standard Plans 2010 (Standard Plans)

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents, the provisions of this Agreement will prevail. The provisions in the Exhibits shall prevail over conflicting terms in any Appendices to the Exhibits. Contractor and City hereby acknowledge that they have drafted and negotiated the Agreement jointly and that the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning.

This Agreement and the Exhibits set forth above, contain all the agreements, representations and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading,

or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

3. TERM OF AGREEMENT

3.1 Initial Term
The term of this Agreement is from January 14, 2020 to January 13, 2022 ("Initial Term"), inclusive, subject to the provisions of Section 14 "Termination."

3.2 Options to Extend
After the Initial Term, the City, at its sole discretion, reserves the right to extend the term of this Agreement for up to eight (8) additional one-year periods through January 13, 2030 ("Option Periods") for ongoing maintenance, support, and related services (this includes items covered and not covered by the optional warranty) based on the same terms and conditions of the Initial Term, subject to annual appropriation of funds and compensation adjustments as set forth in Exhibit B. City shall provide Contractor prior written notice in the form of Exhibit F of its intention to exercise its option prior to the end of the then current term.

3.3 No Waiver
City's agreement to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 5.

4. SCOPE OF SERVICES

4.1 Scope of Work
Contractor agrees to procure, install, and maintain the System as set forth in the Scope of Services, which is attached as Exhibit A hereto and incorporated as though fully set forth herein (the "Scope of Services").

4.2 Additional Equipment
Any additional equipment, parts, or services required for final acceptance as detailed in the Scope of Services (Exhibit A) but not reflected in the Contractor's proposal such pricing shall be the sole responsibility of the Contractor and at no cost to the City.

4.3 Notification
Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

4.4 Contractor's Proprietary Software
The terms for the use of Parking.Logic Software delivered pursuant to the Scope of Services, including subsequent software upgrades, updates, customizations or enhancements thereto, shall be as set forth in the Parking.Logic Software License Agreement (Exhibit C), which is attached hereto and incorporated herein.

4.5 Third Party Software
With respect to any software installed pursuant to this Agreement that is proprietary to a vendor other than Contractor, such software shall be licensed to City pursuant to the terms of the applicable third party license agreements.

4.6   Maintenance Services
Contractor shall provide all maintenance and support services ("Maintenance Services") necessary for the System to perform and operate in accordance with the specifications set forth in this Agreement. Maintenance Services to be provided by Contractor are set forth in Appendix A-6.

5.   SCHEDULE OF PERFORMANCE

Contractor shall perform the Services according to the preliminary schedule set out in the attached Appendix A-5, entitled "Preliminary Project Implementation Schedule." Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

6.   DATA AND FACILITIES

Contractor acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Contractor to fairly determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth herein.

Contractor represents that it now has or can readily procure without assistance of City all facilities, machinery and equipment necessary for the performance of this Agreement.

7.   STANDARDS OF SERVICE

In connection with the performance of any Services pursuant to this Agreement:

7.1   Number of Employees
Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment and other materials necessary to perform the Services contemplated in this Agreement.

7.2   Skill of Employees
Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

7.3   Licensing
Contractor shall have only appropriately licensed contractors performing Services as required by the Business and Professions Code. Contractor, Skidata, Inc. (License No. 1007233) will act as the licensed general contractor for the Services. Contractor shall perform all services required under the Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and Contractor shall be fully responsible to City for any damages and/or delays to delivering Services as specified in the indemnification provisions of the Agreement. Any change in the general contractor shall be subject to City's prior written approval, which approval shall not be unreasonably withheld. The new general contractor shall be of at least equal competence as the prior general contractor. In the event that City and Contractor cannot agree as to the substitution of a new general contractor, City shall be entitled to terminate this Agreement as described in the General Conditions. Contractor shall be licensed in the following appropriate classification(s) of contractors' license(s), for the Services, and must maintain a Class C-10 license throughout the duration of the Services. Contractor represents that it, and its City approved

subcontractor, are licensed by the California Contractor State License Board and that each possesses a Class C-10 license. By its signature hereunder, Contractor certifies that it is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board. Contractor shall obtain and maintain the required licenses, permits and all other appropriate legal authorizations for all applicable federal, state and local jurisdictions (including California Environmental Quality Act clearance) and pay all applicable fees associated therewith. Contractor shall immediately notify City in writing of any change in its, or its subcontractors', licensing status during the term of this Agreement.

7.4   Ineligible Contractors
Pursuant to Public Contract Code section 6109, no contractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code may provide Services.

7.5   Prevailing Wages/Labor Code

7.5.1 The Services are subject to the prevailing wage requirements of California Labor Code sections 1720 *et seq*. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of City's Representative or online at www.dir.ca.gov. Any laborer or mechanic employed to perform Services, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him. Contractor shall post these rates at the work sites. Contractor shall comply with all applicable Labor Code provisions, including but not limited to, employment of apprentices, hours of labor and debarment of contractors. Contractor shall indemnify, defend and hold harmless the City against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes. The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate. Pursuant to Labor Code §1775, Contractor as a penalty to the owner shall forfeit up to two-hundred dollars ($200.00) for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor. Contractor shall only provide prevailing wage reports upon written request from the City.

7.5.2   Contractor and its subcontractors shall be registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Contractor and its subcontractor may not be awarded a contract for the Services unless registered with the DIR pursuant to Labor Code section 1725.5. The Services are subject to compliance monitoring and enforcement by the DIR.

7.6   Duty of Confidentiality
All data, documents, discussions or other information developed or received by or for one Party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other Party, or as required by law. The receiving Party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving Party requiring the employee to maintain the confidentiality of information of the other Party to the extent permitted by law.

7.7 Security and Safety

Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

7.8 Bonds

Contractor will be required to furnish City with a good and sufficient bond (one original) issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the State of California for purposes and in the amounts stated below. The bond shall be submitted within ten (10) days after receipt of the Notice of Contract Award. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120. The Maximum Compensation includes the cost of obtaining such bonds.

7.8.1 Performance Bond: A performance bond shall be furnished to guarantee the faithful performance of the terms and conditions of the Agreement by Contractor, which shall be executed in a sum of One Million Seven Hundred Sixty-Nine Thousand Five Hundred Sixty Three Dollars and no cents ($1,769,563.00).

7.9 Contractor's obligations to employees

Contractor shall provide for and pay the compensation of its employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

7.10 Replacement of Employees

During the course of performance of Services, City may request replacement of an employee or a proposed employee, provided that there is reasonable cause. In such event, Contractor shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. When the City notifies Contractor that (i) such employee's level of performance is unacceptable, (ii) such employee has failed to perform as required, or (iii) such employee, in City's sole opinion, lacks the skill, knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said employee, confirm the quality of work, and correct any items the Contractor deems incorrect.

8. CHANGE ORDER PROCEDURE AND AUTHORIZATION

8.1 Changes

Any changes to this Agreement that relate to (i) the deletion of Products or Services, (ii) adding additional Products or Services, (iii) changing or modifying Products or Services, or (iv) making other changes that materially alter the scope of this Agreement or the Deliverables required under this Agreement, including approval of all performance and/or payment schedules shall be made by the City's Project Manager in accordance with the procedures set forth below.

8.2 Contract Change Requests

Either Party hereto may, from time to time, and at any time during the term hereof request a change, as defined in the above section. The Party requesting the change is hereinafter referred to as the "Requesting Party." Requests for changes shall be in writing and shall be

addressed and delivered to the other Party as provided herein. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested, and the costs associated therewith, and shall identify the products, services, deliverables or schedules to be changed.

8.3   Procedures
As soon as practical after receipt by the notified Party of copies of the Request, the Parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

8.4   Change Orders
If the Parties decide to implement a change request, a standard form Change Order ("CO") shall be prepared in a form substantially similar to the form attached hereto as Exhibit E, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase. Only City's Project Manager and Contractor's Authorized Representative shall have authority to execute CO's to this Agreement. Execution of a CO by City's Project Manager and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both Parties hereto.

9.   COMPENSATION

9.1   Contract Price
The total contract price in U.S. dollars shall not exceed Two Million Eighty-Two Thousand Eight Hundred Seventy-Six Dollars and Zero Cents ($2,082,876.00) during the Initial Term ("Maximum Compensation"). The terms, rate and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation and Payment Schedule."

9.2   Freight, Title and Risk of Loss
All freight charges will be pre-paid by Contractor at no additional cost to the City. Title in the equipment shall remain with the Contractor until such goods have been paid in full. However, such goods shall be entirely at Contractor's risk from the time they are placed in the possession of the carrier for shipment to City until the City provides Final System Acceptance. Contractor shall ensure that the goods are insured against "all risks" from the time the goods are placed in the possession of the carrier for shipment to City. Contractor will pack and ship all equipment in accordance with good commercial practices.

10.   NON-FUNDING

City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the Parties agree that the Initial Term and any Option Periods are contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, the City shall pay Contractor for any Services performed in accordance with this Agreement up to the date of termination.

11.   TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

12.   FINAL SYSTEM ACCEPTANCE

12.1 Upon final completion of the System, City and Contractor shall conduct an acceptance test. The criteria for the acceptance tests shall be as set forth in the Scope of Services (Exhibit A). Final System Acceptance will occur upon successful completion of the acceptance tests. When system acceptance occurs, the Parties will memorialize this event by promptly executing a Final System Acceptance Certificate (Appendix A-4).

12.2   If, in the discretion of City, the System does not meet the requirements of the Acceptance Test specifications, City may (1) permit Contractor to repair or replace the System so that the same meets the Acceptance Test specifications in all material respects, all at no additional expense to City, or (2) return the System to Contractor, at Contractor's expense and without liability to City, and any amounts paid by City for the System shall be promptly refunded by Contractor to City. All warranties shall become effective and begin to run upon the successful completion of the Acceptance Tests and the date of Final System Acceptance.

12.3   Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Contractor any and all of the System which does not conform to the Specifications or other requirements of this Agreement. Components of the System which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor's warranty obligations under this Agreement, such that the System conforms to the warranties, specifications, and the other requirements of this Agreement. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations under this Agreement following the discovery of such defect or nonconformity.

13.   REPRESENTATIONS AND WARRANTIES

13.1   Prime Contractor Responsibility

13.1.1   Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Agreement. Contractor warrants it:

13.1.2   Has read and agrees with the specifications contained in the Scope of Services (Exhibit A);

13.1.3   Fully understands the facilities, difficulties, and restrictions attending performance of the services; and

13.1.4 Contractor agrees to inform City of any unforeseen conditions which will materially affect performance of the work within forty-five (45) days of the execution of this Agreement and shall not proceed until written instructions are received from City.

13.2   Authority to Make Agreement

Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Agreement. City shall be entitled to use the System without disturbance.

13.3   Contractor Agreements with City Employees

Contractor agrees to not enter into a relationship that may result in a financial conflict of interest with any employee or agent of the City who participated in the making of governmental decisions related to this Agreement.

13.4   System Warranty

13.4.2 Contractor warrants that for two (2) years from the date of Final System Acceptance the System will function per the approved business requirements and design under ordinary use and operate in conformance with its specifications and documentation and with all other requirements of this Agreement. Contractor further warrants that System under normal use and service will be free from defects in material and workmanship.

13.4.3 Contractor shall provide warranty service to City at no additional cost and shall include all services necessary to enable Contractor to comply with the foregoing warranty. Contractor shall pass through to City any manufacturers' warranties which Contractor receives on the System and, at City's request, Contractor shall enforce such warranties on City's behalf.

13.4.4 If the City is the sole cause for the delay in issuing a Final System Acceptance, and such delay was reasonably within the City's control, the City shall pay for Maintenance Services required for the facilities that are delivered and in operation for the benefit of the City pending Final System Acceptance of all facilities and start of the two-year warranty.

13.4.5 Before the expiration of the Warranty Period, City must notify Contractor in writing if any equipment, software, or services do not conform to the foregoing warranties. Upon receipt of such notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall (at its option and at no additional charge to City) correct the defect at no additional cost. The warranty for any equipment, parts, or software corrected or furnished in replacement and any services reperformed shall be for two years and shall run from the date of delivery of the corrected or replaced equipment, software, or service. Such action will be the full extent of Contractor's liability hereunder. All replaced equipment or parts thereof will become the property of Contractor.

13.4.6 During the Warranty Period, Contractor warrants that the media used to store and deliver the Software to City shall be free from defects and manufacture and material. Should the media fail to be free of defects in manufacture or material during the Warranty Period, Contractor shall replace the defective media as soon as possible. Any delays occasioned by the failure of new media shall not be considered excusable delay.

13.5   Warranty Against Infringement

13.5.1 Contractor agrees to defend and indemnify City of all direct losses, costs and damages resulting from a determination that the System as supplied to City infringes any Canadian or United States patent rights, copyrights or trademarks provided that: City promptly notifies Contractor in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows Contractor sole control of the defense and/or settlement thereof; and provides such reasonable cooperation as Contractor may require. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Contractor's express prior written consent. In no event will Contractor

be liable for the payment of any amount agreed to in settlement without its express consent. In the event that City is enjoined from use of the System due to a proceeding based upon the infringement of patent, copyright or trademark in the United States or Canada, Contractor shall, at its option, either:

13.5.2.1   Modify the System, at Contractor's expense, so it becomes non-infringing; or

13.5.1.2   Replace the infringing System with equal non-infringing System, at Contractor's expense; or

13.5.1.3   Procure, at Contractor's expense, the necessary licenses for the City to continue using the System; or

13.5.1.4   Remove the equipment and refund the purchase price and transportation costs thereof, less a reasonable amount for depreciation.

13.5.2 Contractor shall have no liability in respect of any claim based upon:

13.5.2.1   Use, operation or combination of the System with software, hardware, data, or other equipment not supplied by Contractor if such infringement would have been avoided but for such use, operation or combination; or

13.5.2.2   Use of the System other than in accordance with Contractor's specifications if such infringement would have been avoided but for use of the system not in accordance with Contractor's specifications; or

13.5.2.3   System that has been modified by any party other than Contractor if such infringement would have been avoided but for such modification.

14.   TERMINATION

14.1   Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

14.2   Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

14.3   Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

14.4   Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

15.   INDEMNIFICATION

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 15, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 15 shall survive any expiration or termination of this Agreement.

16.   INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit D, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of Santa Rosa as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

17.   WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

18.   INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

19.   COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

20.   CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

21.   NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

22.   CONFIDENTIAL AND PROPRIETARY INFORMATION

22.1   Confidentiality

All data and information generated, collected, developed, discovered or otherwise saved in the System exclusively for the City (collectively the "Data") by the Contractor in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

22.2   Ownership of Materials

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project, or developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived and developed by City's facilities or personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned.

22.3   Ownership of Data

The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under the Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

22.4   Enforcement

The City and Contractor agree that damages are not adequate, and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

23.   SECURITY AND DATA PRIVACY REQUIREMENTS

23.1 Personal identifying information, financial account information, and restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to prevent unauthorized access. At a minimum, Contractor shall encrypt and password-protect electronic files, store and process City data only in North America, and adhere to any applicable security standards, including the National Institute for Standards and Technology CSF/800-14/800-53/800-82, International Organization for Standardization 15408/27001/27002, International Society for Automation ISA-62443 series, Payment Card

Industry PCI-DSS, Underwriters Laboratory, Health Insurance Portability and Accountability Act, Federal Risk and Authorization Management Program FedRAMP, U.S. Department of Justice/Federal Bureau of Investigation Criminal Justice Information Services Security Policy, et al. This includes data saved to host locations, computers, connected devices, and storage devices.

23.2 If necessary, for the fulfillment of the Agreement, City may provide Contractor with non-exclusive, limited access to the City's information technology infrastructure. Contractor shall abide by all City policies, standards, regulations, and restrictions regarding access and usage of City's information and communication technology resources. Contractor shall enforce all such policies, standards, regulations, and restrictions with all Contractor employees, agents, and any tier of subcontractor granted access in the performance of this Agreement and shall only grant such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

23.3 In the event that Data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the City immediately. Contractor agrees to reimburse the City for any costs it incurs to resolve potential breaches incurred due to the Contractor, including, where applicable, the cost of assisting individuals who may be impacted by the Contractor's breach.

24. CONTRACTOR'S BOOKS AND RECORDS

24.1 Maintenance During Term
Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

24.2 Maintenance After Term
Contractor shall maintain all documents, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

24.3 Inspection
Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit at no cost to the City and at any time during regular business hours, upon written request by the City Attorney, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

24.4 Custody of Records
Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

25.   ASSIGNABILITY

The Parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City which consent will not unreasonably be withheld. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

26.   SUBCONTRACTORS

26.1   Authorized Subcontractors
Notwithstanding Section 25 (Assignability) above, Contractor may use designated subcontractors, approved in advance by City, in performing Contractor's Services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

26.2   Compliance with Agreement
Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

27.   GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

28.   VENUE

In the event that suit is brought by either Party to this Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Sonoma, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to the service of process issued by such court.

29.   NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective Parties as follows:

To City: City of Santa Rosa
                      Attention: Purchasing Agent
                      635 1st Street, 2nd Floor
                      Santa Rosa, CA 95404

To Contractor: Skidata, Inc.
                      Attention: Julie White, CFO
                      6611 Odessa Avenue
                      Van Nuys, CA 91406
                      (818)-235-8060
                      Julie.white@skidata.com

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail. The Parties may change their respective addresses in accordance with the provisions of this Section.

30.   MISCELLANEOUS

30.1   Survival of Provisions
If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

30.2   Assignment
Subject to the provisions of Section 25 (Assignability), this Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

30.3   Headings
The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

30.4   Authority of City Manager
Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Skidata, Inc.

TYPE OF BUSINESS ENTITY

_____Corporation

Signatures of Authorized Persons:

By: _____

Print Name: Robert Weiskopf

Title: Chairman of the Board

By: _____

Print Name: Julie A. White

Title: CFO, Secretary/Treasurer

City of Santa Rosa Business Tax Cert. No.

_____

CITY OF SANTA ROSA
a Municipal Corporation

By:_____

Print
Name:_____

Title:_____

APPROVED AS TO FORM:

_____
Office of the City Attorney

ATTEST:

_____
 City Clerk

EXHIBIT A
SCOPE OF SERVICES

1. PROJECT DESCRIPTION

1.1. This project consists of a turnkey replacement of the City's existing Parking Access and Revenue Control System (PARCS or System) in the downtown parking garages.

1.2. The project locations are listed on Appendix A-2.

2. SCOPE OF WORK AND SERVICES TO BE PROVIDED

2.1.
Contractor shall remove all existing PARCS equipment and deliver it to the City Warehouse located at 55 Stony Point Road, Santa Rosa, California, and provide all equipment, hardware, software, and services necessary to design, install, support, and maintain the PARCS in accordance with the requirements of the Agreement.

2.2. The complete PARCS shall be PCI compliant including its sub-components. If requested, a third-party assessment shall be conducted and charged to the City on a time and materials basis. This assessment shall include the P2PE solution as an already approved PCI solution provided that existing current documentation is handed to the third-party auditors. This section takes precedence over Section Ill of Appendix A-7.

2.3.
To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City's RFP 18-117 (including subsequent updates), Contractor's proposal response dated October 10, 2018, and Contractor's Best and Final Offer (BAFO) response dated October 15, 2019 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

3. DOCUMENTS

This Exhibit contains the following Appendices:

3.1. Appendix A-1: Technical Specifications

3.2. Appendix A-2: Project Locations

3.3. Appendix A-3: Licensed Materials

3.4. Appendix A-4: Final System Acceptance Certificate

3.5. Appendix A-5: Preliminary Project Implementation Schedule

3.6. Appendix A-6: Warranty and Maintenance Services

3.7. Appendix A-7: Payment Card Industry (PCI-DSS/PCA-DSS) Requirements

3.8. Appendix A-8: Work Order Form

4.   PROJECT COORDINATION

4.1.   Contractor Responsibilities

4.1.1. Contractor shall assign a Project Manager (PM) to lead the tasks for the implementation. The PM shall be the primary person communicating with the City and keeping City fully apprised on the status and progress of the project. The PM shall also be responsible for project schedule updates; creation and preparation of progress reports and meeting minutes; adherence to project scheduling; and general project coordination.

4.1.2. Contractor agrees to work closely with City staff in the performance of services and shall be available to City's staff, stakeholders, and other staff at all reasonable times.

4.1.3. Contractor shall develop and maintain a detailed project schedule containing all deliverables, tasks, and milestones as described in Section 5.

4.2.   City Responsibilities

4.2.1. City shall provide oversight for the entire project, but Contractor must provide overall project management for all tasks required to implement PARCS.

4.2.2. City shall assign a project manager who shall work closely with Contractor to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the City and their co-operation with and participation in such process. The City's Project Manager shall maintain project communications with Contractor's Project Manager.

4.2.3. City shall provide Contractor information required to configure the System.

4.2.4. The City acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the City and its staff, and agrees to act reasonably and cooperate fully with Contractor to achieve the completion of the Project.

5.   PROJECT IMPLEMENTATION SCHEDULE

5.1   The implementation schedule is set out in Appendix A-5 which lists the tasks, corresponding project deliverables ("Deliverables"), and dates and durations assigned to each task.

5.2   It is the City's expectation that the Contractor shall meet all the project deliverables and dates in accordance to the Preliminary Project Implementation Schedule. Any changes to the Preliminary Project Implementation Schedule which will impact the completion date of each deliverable must be mutually agreed to and incorporated into a revised Project Implementation Schedule. Contractor will not be held responsible for delays caused by the City.

6.   SUBMITTALS

6.1   Contractor shall submit to the City plans and specifications for any necessary civil/site work.

6.2   All City comments, responses, and approvals of Contractor submittals shall be transmitted by the City to the Contractor. Contractor shall incorporate City comments and responses and resubmit the document to the City for review and approval.   Should the Contractor's resubmittal not incorporate the appropriate comments or otherwise fail to meet the requirements, this cycle shall continue until the Contractor produces an acceptable submittal that is approved by the City in writing.

6.3   Submittals shall include the following:

> **6.3.1**   Proposed interface file specifications and software documentation for all database files used in the system that shall contain identification and plain English descriptions of all databases, tables, records, fields, field attributes (type, length, permissible values, etc.), and relationships among data.

> **6.3.2**   Product data for review and approval for all field equipment prior to the manufacture or procurement of the equipment. Product data shall include: equipment dimensions, cut out locations for electrical and communications connection points, and manufacture cut sheets of all Contractor-supplied and third-party components incorporated in the various devices (including manufacturer, model number, etc.).

> **6.3.3**   After coordinating with the City on report layout for all standard and custom reports, Contractor shall submit a sample format of each report for final approval forty-five (45) calendar days prior to the Factory Acceptance Test ("FAT").

> **6.3.4**   Submit manuals forty-five (45) calendar days prior to the respective system or subsystem's installation unless otherwise noted. The City shall review the structure and contents of the manuals. The City shall return comments to the Contractor within fourteen (14) calendar days, and Contractor shall incorporate all comments into a revised user's manual before installation. Contractor shall submit the revised manuals for approval within ten (10) calendar days prior to commencing system installation. Contractor shall submit the following manuals in both hardcopy and electronic (PDF or Microsoft Word) format:

> > **6.3.4.1**   PARCS user's manuals

> > **6.3.4.2**   PARCS subsystems manuals

> > **6.3.4.3**   Maintenance manual

> > **6.3.4.4**   Cashier's manual

> > **6.3.4.5**   Audit manual

> > **6.3.4.6**   Training manuals - including workbooks, lecture notes/overheads, and manuals to be used in live training sessions to include the following:

> > > **6.3.4.6.1**   Supervisor Manual Audit Manual

> > > **6.3.4.6.2**   Systems Administration Manual

> > > **6.3.4.6.3**   Manual for validation and coupon programs

6.3.5   Disaster Recovery Plan: The final documentation shall include a disaster recovery plan. The plan shall provide the step-by-step procedures for disaster recovery for each point of failure. These procedures shall be comprehensive.

   6.3.5.1   The first steps shall be diagnostics. The remaining steps shall provide procedure for resolution in order to bring the system back to full operation status.

   6.3.5.2   Should disaster occur immediately following, or as a result of, a patch or software update, the disaster recovery process shall return the system to the software version in effect prior to the patch or update being applied.

   6.3.5.3   Points of failure shall include each component and subcomponents in complex units, such as servers.

   6.3.5.4   The disaster recovery plan shall include requirements for and location of spares.

   6.3.5.5   Unplanned outage recovery shall not exceed 4 hours.

   6.3.5.6   Recovery from a catastrophic failure shall not exceed 24 hours.

   6.3.5.7   Recovery from a disaster (earthquake, fire, nature) shall not exceed 72 hours.

6.3.6   Testing procedures shall test all system functionalities that are described in the Technical Specifications as well as any other functionalities performed by the system (e.g. standard functionalities for the PARCS) that are not specifically described within the Technical Specifications. The test procedures document shall be submitted for review and comment a minimum of forty-five (45) calendar days prior to a required test. Fourteen (14) calendar days after receipt, review comments will be returned to Contractor by the City. Contractor shall incorporate the City's review comments into the Test Procedures. This revised document shall be resubmitted for verification that all comments have been incorporated. Ten (10) calendar days after receipt, review comments will be returned to the Contractor by the City. The approved document shall be bound and termed the "Test Procedures Document." One bound copy shall be an original, containing original signatures of the test observers and this copy shall become the City's record copy. No test shall commence until the finalized Test Procedures Document is received by the City within ten (10) calendar days prior to the start of any test. Contractor shall develop all test procedures for the tests that are listed below:

   6.3.6.1   Factory Acceptance Test (FAT)

   6.3.6.2   Site Acceptance Test (SAT)

   6.3.6.3   Operational Demonstration Test (ODT)

6.4   The following table contains a listing of required Contractor submittals and the timing for the respective submittal:

Contractor Submittal	Submittal Timing
Notice of refusal to extend maintenance agreement	180 calendar days prior to withdrawal from maintenance contract
Request to begin Factory Acceptance Test	30 calendar days prior to start of FAT
Request to begin Site Acceptance Test	10 calendar days prior to implementation of SAT
Manual - Manufacturer's recommended maintenance procedures manual	45 calendar days prior to implementation
Manual - PARCS user manuals	45 calendar days prior to implementation
Manual - Cashier manual	45 calendar days prior to implementation
Manual - Audit manual	45 calendar days prior to implementation
Systems Administration Manuals	45 calendar days prior to implementation
Naming conventions for field devices	30 calendar days prior to installation
Conceptual Design Document	Within 45 days of Contract Award
Critical Design Document	45 days prior to FAT
Test Procedures – Factory Acceptance Test	45 calendar days prior to test start
Test Procedures – Site Acceptance Test	45 calendar days prior to the test start
Test Procedures – Operational Demonstration Test	45 calendar days prior to the test start
Manual - Instructional training manuals (workbooks, lecture notes, user manuals)	45 days prior to the respective training class
Instructional Training course outline	45 days prior to the respective training class
Failover & Failback procedures manual for PARCS (Disaster Recovery)	45 calendar days prior to implementation
Report Formats and layout for all reports	45 calendar days prior to FAT
Interface File Specifications	Six weeks prior to implementation
Software Documentation	Six weeks prior to implementation
Manufacturer Specifications of components in the event of PARCS industry withdrawal	60 calendar days prior to withdrawal
Written evaluation of software modification's impact on PARCS	Seven calendar days prior to installing modification
Proposed Instructional Training Schedule	Prior to system implementation
Perpetual Software Licenses	When software is installed
Phasing and Transition Plan	Within 30 Days of Contract Award
Financial Reporting Application/General Ledger Interface Design	Within 30 Days of Contract Award
Credit Card Clearinghouse Interface Design	Within 30 Days of Contract Award
Parking Ticket Specifications	Within 30 Days of Contract Award
PARCS System Design Document	Within 90 Days of Contract Award
Outstanding Punch List items with estimated completion date	Weekly after the completion of FAT
As-Built Documentation	Prior to Final System Acceptance

7. SYSTEM DESIGN REVIEWS

Following contract award, Contractor shall begin the system design process. Contractor shall submit necessary documentation to conduct a Conceptual System Design Review (CSDR), Critical Design Review (CDR) and Software Development Review (SOR) for the new PARCS, in that order. Required documentation and all hands-on use of the PARCS shall demonstrate to the City that the PARCS meets 100% of the Technical Specifications. The City shall require a minimum of ten (10) business days for the review of each system design. To receive written acceptance, Contractor shall incorporate and demonstrate the City's feedback/comments from CSDR and CDR prior to commencement of the next milestone review. Contractor shall not proceed with the next design requirement until receipt of written acceptance presented by the City. Contractor shall submit the following review requirements. The following summarizes in detail the requirements of these reviews:

7.1 Conceptual System Design Review (CSDR)

7.1.1 Thirty (30) calendar days prior to the CSDR, Contractor shall submit for the City's review and approval a CSDR Plan that includes the time, place and length of the review; review format; overall description of review; goals of the review; agenda items and topics; recommended participants; and the role/responsibilities of City personnel in the review.

7.1.2 Ten (10) business days prior to CSDR, Contractor shall submit five (5) copies of the CSDR documentation, including all City feedback and comments, to the City for review. Documents to be submitted shall include, but not limited to, the following:

7.1.2.1 Overall description of the PARCS and system components

7.1.2.2 System schematics, block diagrams, interconnection diagrams, and flow charts

7.1.2.3 Specifications or cut sheets for all proposed components and installation procedures

7.1.2.4 Standard reports samples and proposed formats for new reports

7.1.2.5 Software design approach, database design and list of all software

7.1.2.6 Detailed description of network components, network connections, and communications

7.1.2.7 Operational flow chart or sequence of activities diagram

7.1.2.8 User screen formats

7.1.2.9 Transition Plan

7.1.2.10 Testing

7.1.2.11 Operational procedures; and

7.1.2.12 Detailed description of each activity, functionality, and operation, described in sequence and encompassing all system hardware and software components.

7.1.3 Contractor shall facilitate and conduct the CSDR at a location approved by the City.

7.2   Critical Design Review (CDR)

7.2.1   Thirty (30) calendar days prior to the CDR, Contractor shall submit for City review and approval a CDR Review Plan that includes the time, place and length of the review; review format; overall description of review; goals of the review; agenda items and topics; recommended participants; and the role/responsibilities of the City in the review.

7.2.2   Ten (10) business days prior to CDR, Contractor shall submit five (5) copies of the CDR documentation, including all City feedback and comments, to the City for review. Documents to be submitted shall include, but not limited to, the following:

   7.2.2.1   Detailed description of PARCS and system components

   7.2.2.2   Completed schematics, block diagrams, interconnection diagrams, interface plans, interface control documents, and system and subsystem flow charts

   7.2.2.3   Detailed specifications and/or manufacturer's cut sheets for all proposed components

   7.2.2.4   Detailed and installation procedures

   7.2.2.5   All standard and new reports

   7.2.2.6   Detailed software design documentation

   7.2.2.7   List of all hardware necessary for initial operations

   7.2.2.8   Spare parts inventory

   7.2.2.9   Detailed network and communications design documentation

   7.2.2.10   Operations Plan describing and detailing end-to-end operations of the system

   7.2.2.11   Maintenance and servicing procedures for system components

   7.2.2.12   Graphical User Interface (GUI) User Screens

   7.2.2.13   Detailed and phased testing plan including both internal and City observed; and all software and database documentation including, but not limited to, licensing information and agreements, system and subsystem block diagram schematics, data flow diagrams and structures.

7.2.3   Contractor shall facilitate and conduct the CDR at a location approved by the City. The CDR shall address those system design documents listed above as well as the following:

   7.2.3.1   Hands-on use and evaluation for no less than a three (3) business day period of the PARCS by City.

7.3   Software Development Review (SDR)

7.3.1   Thirty (30) calendar days prior to the SDR, the Contractor shall submit for City review and approval an SDR Review Plan that includes the time, place and length of the review; review format; overall description of review; goals of the review; agenda items and topics; recommended participants; and the role/responsibilities of

City personnel in the review.

7.3.2   Ten (10) business days prior to SDR, the Contractor shall submit five (5) copies of all SDR documentation, including all City feedback and comments, to the City for review. Documents to be submitted shall include, but not limited to, the following;

7.3.2.1   Description of all software and firmware for all programs and subsystem, including data flow and data structure diagrams, database documentation, and software inter- relationships and integrations

7.3.2.2   Detailed description of each program, program function and operation

7.3.2.3   Files and message formats

7.3.2.4   GUI and user screen layouts, contents and formats

7.3.2.5   Documentation for all object-oriented software including application specifics, object diagrams, event coding, and relationships

7.3.2.6   Documentation for all command, batch, script or other files used to compile, link, load and/or execute application software and/or firmware

7.3.2.7   Operating systems, communication programs, assemblers, compilers, and utility programs used in the PARCS

7.3.2.8   Software Contractor's standard manuals

7.3.2.9   Software maintenance plan including all routine, preventative, corrective and emergency maintenance and servicing procedures and commands

7.3.2.10   All standard and new reports

7.3.2.11   All other pertinent software and database development issues and documentation including, but not limited to, licensing and ownership information and agreements.

7.3.3   Contractor shall facilitate and conduct the SDR at a location approved by the City. The SDR shall address those software development documents listed above as well as the following:

7.3.3.1   Real-time, hands-on PARCS demonstration of all software programs, commands, functions and screen formats

7.3.3.2   Hands-on use and evaluation for no less than a five (5) business day period of the PARCS by City.

8.   SITE CONDITION EVALUATION

8.1.   Contractor shall verify all existing conditions in the field prior to implementation. To the extent City provides any drawings, Contractor shall be responsible for field verification of all conditions and location for equipment installations.

8.2.   In the event that conditions in the field are different from the existing conditions described and shown in the Agreement, Contractor shall notify the City in writing of the exact differences, and shall inform the City in writing of any implications the differences have on the project.

9. DELIVERY AND STORAGE

9.1. Contractor shall be responsible for insuring all shipped items. Any items damaged during shipping shall be replaced and shipped to the City, by expedited means if requested, at no additional cost to the City.

9.2. The City shall provide Contractor with a designated storage/staging area for PARCS equipment that has not been installed. It is the Contractor's responsibility to protect the equipment from theft and damage until final acceptance including installation of fencing, locks, and any other security provisions. Should the stored equipment be stolen or damaged prior to final acceptance, Contractor shall replace the equipment at no additional cost to the City.

9.3 After equipment is installed, costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by City or City employees or the using public are excluded as a cost incurred by Contractor. Also excluded from the costs incurred by Contractor are damages due to Acts of God that occur after installation.

10. POWER

10.1. Existing power infrastructure (transformers, panels, conduits, and cabling) may be re-used by Contractor to support the new PARCS.

10.2. It is possible that the existing power network may not be reused where cables have become damaged or corroded and where capacity is unavailable or is not to code. For this unforeseeable situation, Contractor shall propose a cost to the City upon discovery to install new power conduits and cabling to replace the unusable portions. The additional cost will be added to the total contract cost in accordance with the Change Order Process. Contractor shall use a City-approved vendor for all cabling requirements. City will provide contact information upon request.

10.3. Contractor shall provide power grounding of all devices per NEC. If an isolated ground is required, there may be instances where power-conditioning equipment may be required due to the location of equipment in relation to the power distribution panel and transformers.

11. COMMUNICATIONS

11.1. Contractor shall comply with industry and PCI Compliance standards. This includes testing of all network/communication cables with results submitted prior to completion. All cabling used will be marked/labeled using the industry cabling standards which includes both termination points and the cable use on each label.

11.2. Contractor may select specific interfaces for lane equipment; however, standard, open- architecture interfaces at the physical layer shall be utilized. Ethernet shall be utilized from the computerized Lane Controllers to the Servers. Ethernet connectivity is required at all locations.

11.3. All Ethernet equipment and design must meet the industry standards.

11.4. All field component communications shall be configured in a point-to-point

configuration from the device to the network switch at that facility.

12.   INSTALLATION

12.1.   It shall be the Contractor's responsibility to obtain any and all permits or licenses that are required to complete the work. The City will pay the permit fee.

12.2.   During implementation and the warranty period, the City shall attempt to make available to Contractor an area to serve as an office/work area for the technicians that shall support the system. It is the responsibility of the on-site technicians to keep the office/work area clean and free of all hazards.

12.3   During implementation and testing, on-line; real-time communication between the PARCS servers and the Contractor's software support team for supporting and configuring the system is required. This communication shall be via a Contractor-provided VPN connection.

12.4   Any patches, upgrades, updates, or modifications to the software during the installation period shall require appropriate documentation and approval before the modification is made. Contractor shall propose a change control system for review and approval by City prior to implementation.

12.5   Contractor shall verify that the installation location is prepared and ready to have the installation completed. Contractor shall notify, in writing, the City if Contractor finds that the installation location is not prepared for installation due to unfinished work outside of Contractor's scope of work. The written notification shall provide detail of the elements that are in need of modification in order to prepare the location for equipment installation.

12.6   Contractor shall be responsible for removal of all existing equipment with no interference to ongoing revenue activity that is replaced under this project. Contractor shall disassemble, uninstall, transport, remove and dispose equipment.

12.7   Contractor shall develop and submit a detailed phasing and transition plan describing how Contractor plans to close existing lanes of operation, install new equipment, and open the lanes with the new system. This phasing and transition plan shall show how the City will process tickets that were produced with the existing system, on the new system. This plan will detail the number and location of lanes that will be operational with the new system during the "go-live" activity and when the additional lanes will be activated to process transactions with the new system.

12.8   Prior to final system acceptance by the City, Contractor shall be responsible for and bear all costs associated with the PARCS. Contractor shall maintain all systems that are operating prior to starting the Warranty Period at no cost to the City. Maintenance services shall be as defined within the Contractor's recommended maintenance procedures manual as accepted by the City. All preventative maintenance shall be performed at non-peak periods during regular business hours.

13.   ACCEPTANCE TESTING

13.1.   Acceptance testing shall serve to verify the functional performance of the PARCS and its components to ensure adherence to the Technical Specifications. The Acceptance testing process shall not take away from or reduce the responsibility of Contractor to provide a finished and fully functioning system that meets all requirements of the Technical

Specifications. Each application software package, firmware, and hardware equipment component delivered by Contractor shall undergo acceptance testing as part of the installation process. The acceptance testing of the PARCS is described in Sections 14 and 15 and shall occur in the following sequence:

13.1.1. Factory Acceptance Test (FAT)

13.1.2. Site Acceptance Test (SAT)

13.1.3. Operational Demonstration Test (ODT)

13.2 The PARCS shall successfully pass each testing phase before the next testing phase commences. The SAT shall not begin until the FAT has been successfully completed; and the ODT shall not begin until all Site Acceptance Tests have been successfully completed. Tests shall not be excluded or conducted out of sequence without prior written authorization from the City.

13.3 Thirty days prior to the anticipated completion of the FAT, Contractor shall submit a written request for starting the Site Acceptance Test. A Site Acceptance Test shall be performed for each individual facility. Following successful completion of all Site Acceptance Tests, an ODT shall be conducted to assess the entire PARCS installation as a system.

13.4 Testing shall not disrupt the normal entering and exiting of vehicles from the parking facility areas regardless if the lane is connected to the existing PARCS or the new PARCS.

14. SOURCE QUALITY CONTROL

14.1. Internal Contractor Tests

14.1.1. All equipment shall have successfully passed formal manufacturing tests and quality assurance inspections to validate compliance with the Technical Specifications prior to the start of the FAT. Records for formal internal Contractor testing and inspection for performance, materials quality and/or workmanship shall be maintained by Contractor and made available if so, requested by the City prior to the start of any acceptance test.

14.1.2. Contractor shall have readily available proof of product reliability analysis and testing should reliability become a problem at any time from the beginning of installation testing through the final operational test period.

14.2. Factory Acceptance Test (FAT)

14.2.1. A FAT shall be conducted to verify the functional performance of all systems, subsystems, and components of the PARCS to ensure adherence to the Technical Specifications, prior to installing any equipment.

14.2.2 To verify that all the functionalities described within the Technical Specifications are achieved, Contractor shall demonstrate the performance of the PARCS at a location mutually agreed upon by the City and Contractor. Generally, the FAT takes place at the Contractor's manufacturing facility or central distribution center. As part of the FAT, Contractor shall configure a lane of each type with all

applicable components, or standalone device if the particular device is not part of an entry/exit lane (e.g. server, workstations, etc.), to simulate the configuration as installed. Contractor shall provide all ancillary items necessary to complete the FAT including setting up a credit card test bed for testing purposes; supply credit cards of all types for testing; provide all ticket and ticketless media needed for each transaction type; and provide all keys to access equipment housings.

14.2.3 All systems, subsystems, and components of the PARCS shall successfully complete a FAT prior to the shipment of any equipment to the project site. The City will provide written acceptance of the FAT. Contractor shall not ship any equipment, subsystem, or component prior to receipt of written acceptance of the FAT by the City's representative.

14.2.4. No equipment that has failed the FAT shall be installed.

14.2.5. Deviations shall be defined as the following:

> **14.2.5.1.** Level A deviations - Minor deviations that can be corrected by the Contractor without affecting testing.
>
> **14.2.5.2.** Level B deviations - More severe deviations that must be corrected prior to the conclusion of the current test procedures.
>
> **14.2.5.3.** Level C deviations - All testing must stop and the current test restarted after the correction of the identified deviation.

14.2.6. The FAT shall be considered successfully completed when all systems, subsystems, and components have passed their respective test procedures and all test documents have been signed by the City and Contractor. Minor deviations shall not be considered grounds for failure of the FAT. Major deviations found during the FAT shall result in the retest of the respective equipment, software, or subsystem before the FAT is considered successfully complete.

14.2.7. Contractor shall provide the City a plan for the FAT in accordance with the submittal guidelines. Test procedures shall be provided for each lane type or device type and test procedures shall include:

> **14.2.7.1.** narrative describing the general procedures to be followed;
>
> **14.2.7.2.** definition of all minor and major deviation types;
>
> **14.2.7.3.** checklist of all items necessary to conduct the test (e.g. unpaid tickets, exceptions tickets, credit cards, transponders, equipment keys, etc.);
>
> **14.2.7.4.** checklist for the components of each lane or device;
>
> **14.2.7.5.** signature page for all FAT participants' signatures;
>
> **14.2.7.6.** step by step instructions for testing each functionality;
>
> **14.2.7.7.** tests for verifying reports;
>
> **14.2.7.8.** area within each test section to denote "pass" or "fail"; and
>
> **14.2.7.9.** section for listing and describing test deviations.

14.2.8. The FAT shall be observed by up to three (3) City representatives.

15. FIELD QUALITY CONTROL

15.1. Site Acceptance Tests (SAT)

15.1.1 The Site Acceptance Tests shall test each parking facility's equipment installation as a system, e.g., all entry lanes, exit lanes, communication to the workstations, and Servers. The Site Acceptance Test is a pass/fail test that relies upon the operation and status of equipment and system reports of an individual facility. The City and Contractor shall collectively select an "initial start-up date" for each Site Acceptance Test. Site Acceptance Tests shall run for seven (7) days beginning at the initial start-up date and continuing for seven (7) consecutive 24-hour periods with no major deviations.

15.1.2 During a Site Acceptance Test only routine maintenance procedures, as defined by the preventative maintenance manual and according to industry standards, shall be permitted. All other maintenance procedures shall be approved in writing by the City before they are performed; otherwise, they shall constitute a failure of the Site Acceptance Test and a mandatory restart.

15.1.3 The City reserves the right to be present for all maintenance services during the Site Acceptance Tests. Contractor will notify the City a minimum of two (2) hours prior to conducting any maintenance services during the Site Acceptance Tests.

15.1.4 Contractor shall submit a Site Acceptance Test Procedures Document in accordance with the submittal requirements. Site Acceptance Test Procedures Documents are intended to outline procedures for monitoring the overall performance of the PARCS and shall not include test procedures for individual lanes or components. The Site Acceptance Test Procedures Document shall include:

15.1.4.1 narrative describing the general procedures to be followed;

15.1.4.2 methodology for calculation of downtime for the various PARCS components; and

15.1.4.3 electronic tracking document to be used during the Site Acceptance Test period for documenting failures and downtime.

15.1.5 The performance criteria for successful completion of the Site Acceptance Test shall include:

15.1.5.1 All subsystems listed below shall be operationally available 100% of the time during the seven-day test period:

15.1.5.1.1 Application Server

15.1.5.1.2 Data Server

15.1.5.1.3 Credit card authorization system

15.1.5.1.4. Data communication system

15.1.5.1.5. PARCS Workstation

15.1.5.1.6 Entry Lane

15.1.5.1.7 Exit Lane

15.1.5.1.8 APS

15.1.5.1.9 AVI System where applicable

15.1.5.1.10 Internal cameras

15.1.5.1.11 Signs

15.1.5.1.12 Barcode readers

15.1.5.1.13 Proximity Card Access System

15.1.5.1.14 Intercom System including pinhole cameras

15.1.5.2 If any single component fails, the seven-day test shall halt and start over upon the replacement or correction of the problem.

15.1.6 In addition to the comprehensive reports generated during the Site Acceptance Tests, Contractor shall provide to the City a one-page summary report that clearly provides the overall percentage of system downtime, causes of that down time, and any incidental cost incurred during each test.

15.1.7 Contractor shall provide to the City a corrective action report that provides a detailed description of each failure that occurs during each Site Acceptance Test. The corrective action report shall include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the Site Acceptance Test.

15.1.8 All reports shall be 100% accurate and be reconcilable against each other for the seven-day testing period otherwise the test shall be deemed a failure, problems shall be corrected, and the test shall be restarted from the beginning.

15.2 **Operational Demonstration Test (ODT)**

15.2.1 The ODT shall be comprised of all equipment, systems, and subsystems performing under actual conditions, e.g., patron use, normal activity recording, and reporting procedures. This ODT shall demonstrate, over a period of thirty (30) consecutive calendar days, the successful performance of all aspects of the PARCS.

15.2.2 During the ODT only routine maintenance procedures, as defined by the preventative maintenance manual and according to industry standards, shall be permitted. All other maintenance procedures shall be approved in writing by the City before they are performed; otherwise, they shall constitute a failure of the ODT and a mandatory restart.

15.2.3 The City reserves the right to be present for all maintenance services during the ODT.

15.2.4 For purposes of the ODT, a subsystem is defined to be any one of the following:

15.2.4.1 Application Servers

15.2.4.2 Data Servers

15.2.4.3 Credit card authorization system

15.2.4.4 Data communication system

15.2.4.5   PARCS Workstation

15.2.4.6   Entry Lane

15.2.4.7   Exit Lane

15.2.4.8   APS

15.2.4.9   AVI System where applicable

15.2.4.10   Barcode readers

15.2.4.11   Signs

15.2.4.12   Proximity Card Access System

15.2.4.13   Intercom System including pinhole cameras

15.2.5 The ODT shall begin after all facilities have successfully completed their respective Site Acceptance Tests on a date mutually selected and agreed to in writing by the City and the Contractor at a time designated by the City. The ODT monitors system performance of the entire system operating as a single unit. Contractor shall submit an ODT Test Procedures Document in accordance with the submittal requirements. ODT Test Procedures Documents are intended to outline procedures for monitoring the overall performance of the PARCS and shall not include test procedures for individual lanes or components. The ODT Test Procedures Document shall include:

15.2.5.1   narrative describing the general procedures to be followed;

15.2.5.2   methodology for calculation of downtime for the various PARCS components; and

15.2.5.3   electronic tracking document to be used during the ODT period for documenting failures and downtime.

15.2.6 The ODT shall continue for thirty (30) consecutive twenty-four (24) hour periods during which all the performance criteria, stated below, shall have been met. If during the thirty (30) day period the system fails to meet any one of the following specified performance criteria, the test shall begin anew on a day agreed upon by the City and the Contractor. Contractor shall agree to credit the City from its total contract value for any travel and/or labor costs incurred by the City as a result of retesting the system.

15.2.7 The performance criteria for successful completion of the ODT shall include:

15.2.7.1   No individual subsystem shall be operationally unavailable for four or more hours cumulative during the thirty (30) day test period.

15.2.7.2   No individual subsystem shall be operationally unavailable for more than two (2) consecutive hours.

15.2.7.3   If any single component fails more than once during the thirty (30) day period for the same reason, it shall be replaced upon the second failure with a newly manufactured component of the same type and the test shall continue.

15.2.7.4   No component of a given type (e.g., cashier station, exit station, barrier gate, entry station, etc.) shall fail more than three times during

the thirty (30) day test period for the same reason. Upon the fourth failure all components of that type shall be replaced to correct the common deficiency, and the test shall be restarted from the beginning.

15.2.8 In addition to the comprehensive reports generated during the ODT, Contractor shall provide to the City a one-page summary report that clearly provides the overall percentage of system downtime and causes of that down time.

15.2.9 Contractor shall provide to the City a corrective action report that provides a detailed description of each failure that occurs during the ODT. The corrective action report shall include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the ODT.

15.2.10 All reports shall be one hundred (100%) percent accurate and can be reconciled against one another over the thirty (30) day testing period, otherwise the test shall be deemed a failure, problems shall be corrected and the test restarted.

15.2.11 A subsystem shall be considered unavailable as long as any major component of the subsystem is not functioning. As an example, the major components of an entry lane include but are not limited to:

    15.2.11.1 Lane Open/Closed Signs

    15.2.11.2 Vehicle detector devices

    15.2.11.3 Intercom

    15.2.11.4 Barrier gate

    15.2.11.5 Entry Station

    15.2.11.6 AVI reader where applicable

    15.2.11.7 Proximity Card Reader

    15.3.11.8. Data communication

    15.3.11.9. Power supply

15.2.12 An inoperative subsystem shall not be deemed unavailable if it has become inoperative because of:

    15.2.12.1 outage of line power beyond required duration of UPS power backup;

    15.2.12.2 malicious damage or vandalism to a component(s) by employees, patrons or others;

    15.2.12.3 routine parking operational issues such as excessive ticket jams defined as one lane experiencing more than 10% more ticket jams than any other lanes during any 24-hour period;

    15.2.12.4 network connectivity issues beyond the PARCS;

    15.2.12.5 PARCS failures due to City provided equipment issues and/or failures;

    15.2.12.6 failures caused by a 3rd party; or

    15.2.12.7 Act of God.

15.2.13 Should a failure occur in the system that is caused by normal hardware failure, it shall be repaired and the test resumed with downtime accrued. Where the failure causes inadequate test data to be collected or a loss of test data, then the test shall be restarted from a point where it can be successfully completed with data to verify compliance with the Contract and the test procedures document.

15.2.14 If the system "crashes" during a test, then the test shall be stopped. "Crash" is defined as a failure in which the PARCS cannot properly process revenue transactions. The Contractor shall analyze the cause of the system "crash," document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.

15.2.15 Where corrective action impacts delivered documentation, the documentation shall be corrected prior to final acceptance. Only after the Contractor has repaired the flaw and City accepts the corrective action and flaw report, can the test be restarted.

15.2.16 Upon formal written approval of the corrective action report by the Department, testing may continue if a problem has been encountered as long as the Contractor can clearly demonstrate that the failure is associated only with one function of the system, corrective action has been taken to remedy the failure, and the corrective action shall not impact other areas of the system.

15.2.17 Where the system does not perform a function or incorrectly performs the function but the system does not crash, testing may continue, as long as the function is corrected and all of the following conditions are met:

15.2.17.1	the functionality of entry/exit lanes and parking time works properly according to the Contract,	
15.2.17.2	the functionality of parking fee calculations and correct collection works according to the Contract;	
15.2.17.3	no personnel, vehicle or driver safety issues exist;	
15.2.17.4	transactional archiving operates in accordance with the Contract;	
15.2.17.5	failure does not cause loss or contamination of transactional data; and	
15.2.17.6	all reports balance and are 100% accurate.	

15.2.18 Where the above criteria are not met, the test shall be stopped and corrective action taken and verified prior to testing restart.

15.2.19 During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes data loss, system instability (crash), and/or contamination of the transactional data and the database, the Contractor shall immediately correct the problem. Testing shall continue until a consecutive 30-day period of stable operation is achieved. Stability is defined as the proper functioning of the PARCS with a failure having no impact on the continued system operation or on the integrity of transactional data.

15.3   Punch List

15.3.1 Starting with the first week after completing the FAT through final system acceptance, the Contractor shall submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.

15.4   Final System Acceptance

15.4.1 Final System Acceptance will be submitted by the City, in writing to Contractor, upon successful completion of the FAT, all Site Acceptance Tests, the ODT, upon verification by the City of complete resolution of all outstanding items on the punch list and certify that the installed system is PCI-DSS compliant.

15.4.2 City and Contractor will memorialize the event by promptly executing the Final System Acceptance Certificate provided in Appendix A-4.

16.   INSTRUCTION AND TRAINING

16.1   By means of instructional classes augmented by individual instruction as necessary, Contractor shall fully instruct the City's designated staff and its parking operator in the operation, adjustment, and maintenance of all products, equipment, and systems. Should the PARCS implementation be completed in phases, instructing City personnel shall also be phased to correspond with deployment of the various PARCS components.

16.2   Scheduling of instruction classes shall be coordinated by Contractor and City personnel to avoid conflicts and peak-period personnel demands. Training to be in City provided facility and/or at Skidata office in Burlingame, California at the discretion of City. Contractor shall submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. The City shall tentatively approve or suggest changes to the training schedule at that time. Forty-five (45) calendar days prior to each instruction session, Contractor shall submit an outline of the instruction material and approximate duration of the session.

16.3   Ample time shall be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the PARCS, and allow City personnel to have hands-on experience with the PARCS.

16.4   Training shall occur in two phases:

16.4.1 Initial training no later than ten (10) days prior to scheduled "Go-Live" date; and

16.4.2 Refresher training within one month after "go-live" date

16.5.   Training of City personnel shall be provided for 3 different types of personnel, including management, maintenance and line personnel. This is to include Familiarization Level Training, User Training, and Train the Trainer Training. Contractor shall submit a schedule and outline of the instruction materials for training for approval one month prior to the start of acceptance testing.

16.6.   All instruction courses shall consist of classroom instruction and actual "hands-on" experience. Contractor shall provide one instructor for the duration of each program. The

instructor shall speak fluent English in a clear and precise manner.

16.7.   Class content shall be coordinated and developed with the City so that procedures for all transaction types are included. The class material shall include schematics, as well as an overview and descriptions of the equipment. The City reserves the right to videotape all training sessions for future instruction purposes or Contractor shall supply video demos if available.

16.8.   Contractor shall provide all documentation required for instructing City personnel. Documentation shall be provided for each student in the form of workbooks, lecture notes/overheads, and manuals for student markup. Contractor-supplied instruction documentation shall be sufficiently detailed so that the user can in most cases resolve issues. The City retains the right to copy and print training materials as frequently as required for ongoing internal use only.

16.9.   An instructional notebook or user's manual shall accompany every instruction course. Contractor shall submit a hardcopy of the user's manual per the submittal guidelines. Contractor shall supply five 5) bound, hardcopies of each user manual type: cashier, supervisory, image reviewer, system administrator, technician, audit and accounting, etc. In addition, all manuals (instruction and maintenance) shall be submitted in electronic format (PDF) on a CD-ROM or DVD or flash drive. Two copies of CD-ROM/DVDs/flash drive shall be supplied. The user's manuals shall be written in common English with appropriate photos, diagrams, and schematics to supplement the text.

16.10. At the completion of instruction courses, all City staff that completes the course shall receive a certificate of successful completion.

17.   CONSUMABLES

17.1   Contractor shall provide the City with receipt specifications (front and back sides of a typical parking ticket delineating required formats, barcode location, and proposed ticket printer) for the new PARCS within thirty (30) days following contract award. The ticket format shall be such that the City can input their required information on the ticket and submit the revised ticket to the Contractor for review and revisions as required. An agreed upon ticket format for each facility shall be finalized within sixty (60) days after contract award. Ticket stock delivery shall occur prior to or concurrent with the first equipment delivery to the City. Ticket stock and receipt paper shall be printed with the City logo and branding.

17.2   Contractor shall provide a twelve-month supply of receipt paper and 700,000 tickets to the City upon the purchase of the system. Contractor shall submit proofs for each component for review and approval by City prior to placing any order. City reserves the right to require a specific supplier/vendor to provide the paper tickets and receipt stock.

17.3   The City shall not be tied down to any one particular ticket supplier. As such, ticket specifications shall be reproducible by multiple ticket printers.

18.   WARRANTY AND MAINTENANCE SERVICES

18.1   The warranty period on the PARCS shall begin when the ODT has been successfully completed and Contractor has received written notice of formal system acceptance by the City. Prior to formal system acceptance by the City, Contractor shall be responsible for and bear all costs associated with the PARCS. Contractor shall maintain all systems that are operating prior to starting the warranty period at no cost to the City. Maintenance services

shall be as defined within the manufacturer's recommended maintenance procedures manual and as accepted by the City.

18.2 Contractor shall provide warranty and maintenance and support services for the complete PARCS in accordance with Appendix A-6.

18.3 City shall be listed on all manufacturer warranties.

18.4 Contractor shall provide access to advanced level technical phone support to trained City personnel to provide repairs on devices when necessary.

18.5 Contractor shall provide factory trained technicians to provide maintenance and repairs on the PARCS such that 24 hours a day 7 days a week a person is available. A person shall be on site if necessary due to a Priority 1 Emergency (Revenue Loss or Physical Danger) within a 4-hour period to resolve any issues. If issues can be resolved remotely, a 2-hour response time is required. The City expects general resolution to non-emergency issues within 3 days unless mutually agreed otherwise.

18.6 Common parts shall be available within 48 hours. Contractor shall provide pricing and recommend stock levels for common spare parts that the City can maintain on hand.

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)

PART 1 - GENERAL

1.1   SUMMARY

  A. Section Includes: Parking control equipment, complete, including but not limited to:

    1. Vehicle control gates.

    2. Vehicle detector system.

    3. Entry and Exit terminals.

    4. Pay-on-foot machine.

    5. Card access system

    6. Near Field Communication (NFC) Reader

    7. Intercom system

    8. Facility management software and computer hardware.

    9. Furnishing and installing all equipment units and control wiring.

    10. Training of City's designated personnel in the operation maintenance and repair of equipment.

1.2   DESIGN REQUIREMENTS

  A. Requirements: Contractor to design and engineer, to the satisfaction of the City's building permit division, the entire PARCS, including controls, connections and anchorage to building structure, making necessary additions and modifications to PARCS manufacturer's standard details as may be required to comply with specified performance requirements, while maintaining the basic design concept. The design of attachments must be made in concurrence with the City's building permit division prior to final design of attachments and coordination of attachments during the sequence of building construction may be necessary in advance of PARCS installation.

  B. The PARCS shall be an open-architecture computer system and device design based on official and/or popular standards. It shall allow vendors to create add-on

products using standard SKIDATA APIs that increase the PARCS (or devices) flexibility, functionality, interoperability, potential use, and useful life and enables the users to customize and extend the PARCS (or device's) capabilities to suit individual requirements.

C.   PARCS Operation: A fully functioning system providing features such as described below.

D.   The PARCS shall be provided with a synching mechanism so time does not drift between devices.

E.   Access/Credentials

   1.   Access to be provided for the <u>general public</u> through all entry parking control gates, except for nesting areas identified in Appendix A as card access only, with the following methods:

      a.   Take a ticket

      b.   Prepaid ticket

      c.   Barcode/QRCode Reader for print at home/mobile device/coupon

   2.   Access will be provided for <u>monthly permit parkers</u> through all entry and exit parking control gates, except for nesting areas identified in Appendix A as card access only for hotels:

      a.   Each entry and exit terminal shall provide a card reader that works with City's existing HID parking access proximity cards.

      b.   The system should ensure there is no erroneous triggering of gates from outside RFID numbers by uniquely identifying the access cards.

      c.   Monthly permit parking shall allow for the following profiles

         1)   Specific days of the week or time period

         2)   Specific time windows

         3)   Specific facility, multiple facilities or all facilities

   3.   Access will be provided for <u>City employees</u> through all entry and exit parking control gates with the following methods:

a. Each entry and exit terminal shall provide a card reader that works with the City's existing HID parking access proximity cards.

4. Access will be provided for <u>hotel valet</u> through identified entry and exit parking control gates with the following methods:

a. Each entry and exit terminal shall provide a card reader that works with the existing HID parking access proximity cards to allow access by authorized hotel valet employees to nested areas at Garage 12.

5. Access will be provided for <u>City owned vehicles</u> at one lane at each garage.

a. The lane shall include an AVI reader capable of reading an installed AVI transponder on the vehicle. Access shall be provided regardless of presence, AKA Global Access.

6. A barcode card reader shall be installed at the two pedestrian gates at Garage 12 that will read a parking ticket and coordinate with the door hardware to open the facility door.

7. A card reader compatible with the City's existing HID parking access proximity cards shall be installed at the two pedestrian gates at Garage 12 to allow access for City employees and monthly parkers.

F. Payment methods

1. Pay-on-foot machines will accept payment for public vehicle tickets through credit card payment, validation payment, NFC reader and a bar code reader for print at home/mobile device/coupon/validation and on specified machines cash including bills and coins.

2. Exit Terminals will accept payment for public vehicle tickets through credit card payment, validation payment, NFC reader and a bar code reader for print at home/mobile device/coupon/validation.

3. The PARCS shall integrate with a mobile payment application, preferably the City's existing pay by phone system, Passport Parking, to allow a patron to pay by phone prior to exiting and utilize a credential at exit through parking control gates. The credential could be a mobile bar code/QR code or other credential as determined.

4. The PARCS shall interface with the City's website to allow for on line account creation and purchases of monthly permit parking passes with a credit card and the ability to establish a wait list. It shall also allow the

creation of merchant accounts for purchasing validations. The PARCS shall include an accounts receivable module to bill monthly permit holders and merchants.

G.   PARCS Facility Management:

1.   Contractor to provide a complete PARCS and software.

2.   The existing PARCS has network switches into which devices are plugged that connect to the virtual servers housed in the City Hall Annex server room to link each facility to the City's Wide Area Network (WAN).

3.   Any onsite servers required for PARCS shall run as virtualized servers utilizing VMWare and shall be located in the City Hall Annex server room. All applicable licenses shall be included for the provision of a redundant PARCS using the latest versions of virtualization software and all required licenses for Windows Server, database management system, and PARCS applications. The City requires the latest version of Windows Server.

4.   The interface for the PARCS shall be web based and allow access by identified/authorized users from any web enabled device for management, operations, data and reporting.

5.   The Contractor shall provide a turnkey PARCS; however, all PARCS equipment shall be subject to the approval of the City.

H.   Parking Management Office: Garage 9 has a Parking Management Office. This office shall be provided with the following equipment:

1.   One printer for printing chaser tickets connecting to existing work station.

I.   Software:

1.   All software must be provided with an Enterprise license under the City's name.

2.   Software updates during the warranty period shall be included in the pricing. Upgrades delivering new functionality will be available for purchase, certain upgrades may require new hardware or software to access and to allow support to be provided.

3.   Future upgrades of software must be fully tested prior to installation and the City shall not be the first installation of the software upgrade. The upgrade shall not be mandated, but coordinated with the City prior to

installation. A full description of the upgrade and its impacts on the City's entire PARCS shall be provided to the City for review and agreement prior to installation. Please describe in your proposal how upgrades, patches and other minor modifications are handled beyond the warranty period.

4. Contractor shall provide City advance notification of access to the PARCS for updates to the PARCS, including: upgrades, troubleshooting, patching, etc., of software and/or hardware. All upgrades that will affect functionality of the PARCS are to be done at night/off hours at the City 's discretion.

5. All software on all workstations necessary to run the PARCS shall be included as part of the PARCS and shall be maintained and updated as part of the PARCS including all operating systems, anti-virus software etc. This shall be a turnkey solution and shall not rely on the City to upgrade any software separately from the maintenance provided by the Contractor to keep the PARCS operating as specified.

6. All software must be in English at all levels of City interface.

J. Compliance

1. The PARCS shall be EMV (Europay, MasterCard and Visa) compliant.

    a. Manufacturers to provide their reader manufacturer's current brochure that identifies their L1 and L2 certificates.

    b. Provide confirmation from the processor that the proposed PARCS has been certified by that processor for the use of the installed readers through the proposed gateway.

    c. The parking barrier gate shall not be raised until the EMV chip card is removed from the exit terminal.

    d. The City currently uses First Data through BVVA for payment processing. Contractor must work with the City to create compatibility with any future processor that the City may select.

2. Credit cards and/or other electronic payment methods must be provided in all revenue collection devices, which include exit lanes as well as pay-on-foot machines. All credit card processing systems and devices must have high-speed, real time central credit card processing in ten (10) seconds or less. At the time of installation, PARCS shall meet all current PCI-DSS standards. Contractor shall provide documentation of system

wide PCI-DSS compliance for the PARCS and must maintain compliance throughout the life of the PARCS. Contractor shall work with City through any PCI-DSS audit or compliance review. PARCS will be installed to PA-DSS including P2PE EMV terminals. Any support is to be offered on a time and materials basis to the City.

3. All equipment installed must be ADA compliant where applicable, NEMA4 rated and UL approved or equivalent to ensure the item is fit for purpose.

4. All equipment must be individually IP addressable where applicable.

K. Other:

1. PARCS alarms shall send in real time to the Parking Management Office and to any authorized user's mobile device via text message or email.

2. During the initial 2-year warranty and maintenance contract period, if the City chooses, Contractor will perform all PARCS programming, including but not limited to, rate changes, changes to the display and event parking rates at no charge. (SKIDATA will also train the local staff to perform rate changes)

3. All ticket dispensers, exit terminals, access readers must be engaged before a transaction is started. In lanes where ticket dispensers, exit terminals, fee computers and card readers reside in the same lane, once a ticket is dispensed or a card swiped, the other device must be disabled immediately so that the PARCS cannot be manipulated. This must take place within 0.05 seconds.

4. Existing loop detectors must be removed by saw cut and replaced with new loop wires and detectors as part of the installation and the cost included in the GMP. The GMP shall include the cost of investigation of the slab for conflicts in installation. All work to be reviewed/approved by City's Representative.

5. All existing booths (except built in booth at Garage 9) shall be removed and disposed of by Contractor. Note that at Garage 5 while booth is being removed and new equipment is being installed Contractor must provide a temporary method of dispensing and collecting tickets at the exit. The method shall be described in the proposal under project approach. Each booth location will require electrical/data modifications and or termination. Two booths have sewer and water lines run to them which shall be capped in place in a method approved by the City.

6. All electrical wires shall be clearly labeled at both ends of the conduit run. All network cables numbered. Numbers installed within 1" of termination on both ends of run. All low voltage and line voltage connections, including all pull boxes clearly marked with what panel, what breaker number or port number they originate from.

7. All existing bollards shall be removed and replaced as part of the installation.

8. All entry and exit lane equipment shall be provided with UPS backup for 30 minutes.

9. Existing power feeds to locations may be used; however, if any devices need additional power run to them, Contractor will be responsible for running all power lines from identified junction boxes, panels, and load centers to the equipment to provide sufficient power to maintain a fully functional PARCS. Contractor is responsible for any additional surface mounted conduit that is necessary for the PARCS. Contractor will raise any discovered issues on existing power feeds or code issues or issues with areas inaccessible during preliminary site inspection (sub-surface items) to the City for addition to the project fee and drawn from contingency.

10. The PARCS shall be fully expandable, able to accommodate the addition of equipment, controls, and management. The PARCS shall be designed to expand up to an additional 10 lanes.

L. Integration:

1. The PARCS shall provide parking counts.

   a. The PARCS shall feed parking counts to new lot full signs at drive entries. It shall have the ability to count/track entries and exits so actual occupancy is reported on PARCS even when gates are up.

   b. Parking count data to allow for current and real time exchange of information.

2. The PARCS must provide a web and mobile application interface that can be accessed through the City's website (links from website) and third-party applications. Types of items shall include:

   a. Provide parking availability counts.

   b. Purchase monthly permits.

     c.   Merchants   purchase   of   online   validations. (Chaser tickets are produced centrally and distributed.)

     d.   The PARCS shall integrate with the web and mobile Application Programming Interfaces (APIs) and Software Development Kit's (SDK's) of the third-party developer's software.

     e.   Licensing is to be included, City will pay any applicable credit-card transaction fees and third-party subscriptions.

M.   Licenses:

     1.   All licenses to be coterminous (end on the same date) and begin on the day of opening of each facility.

     2.   A list of all licenses and documentation of the coterminous end dates must be provided as part of the operations and maintenance manuals.

1.3   REQUIRED SUBMITTALS

A.   Permit Drawings and Specifications: Permit drawings shall be submitted to the City that are stamped and signed by the appropriate discipline. These drawings must be approved prior to installation, for each item of parking equipment required.

     1.   Provide demolition drawings indicating all items that are to be removed and replaced and methods for demolition.

     2.   Show plans, elevations, dimensions, and details of equipment and other components, including pathway sizes, junction box locations, and distance limitations. Show layout and installation details, including anchorage details and relationship to adjacent building components. Submit a specification section for approval that is based on this section.

     3.   Show plan layout for detection loops, including but not necessarily limited to, routing for wires, and location of conduits.

     4.   Contractor will be required to provide any additional routing of conduit necessary to support the PARCS. The proposed conduit routing shall be shown on the drawings.

     5.   Contractor to take full inventory of the Parking Management Office and provide shop drawings of new equipment and cabling, and changes to existing.

B.   Product Data: Submit manufacturer's product data, specifications, and installation and maintenance instructions for each product and piece of equipment required. This shall also include:

1.   Templates for anchor bolts and other items encased in concrete or below finished surfaces in sufficient time to not delay Work.

2.   Wiring diagrams detailing wiring for parking control equipment operator, signal, and control systems differentiating clearly between manufacturer-installed wiring and field-installed wiring. Show locations and types of connections and network drops to electrical service provided as a unit of work under other Sections.

C.   Maintenance Data and Instructions: Prior to the completion of the PARCS installation, submit for inclusion in City's Operation and Maintenance Manual, copies of manufacturer's recommended maintenance procedures, and any special tools required for maintenance. This shall also include:

1.   Instructions for operating computer software system.

2.   Recommended methods and frequency for maintaining equipment in optimum operating condition under anticipated traffic and use conditions.

3.   Precautions against materials and methods that may be detrimental to finishes and performance.

4.   Schematics of PARCS.

5.   Parts list by model, spare parts list and consumables by product.

1.4   QUALITY ASSURANCE

1.   .

B.   Personnel providing Service and Warranty work for the PARCS shall have factory training, and direct and local supervision. The Design-Build Entity shall provide technical training to City maintenance staff, and allow the City's trained operations and maintenance staff to service the equipment without voiding the warranty.

C.   Design-Build Entity shall provide service staff that are trained, approved, and certified by the PARCS Manufacturer, and have a minimum of two years' experience maintaining the PARCS being provided.

D.   Contractor shall provide a QA/QC plan that describes the procedures that will be followed for the design, installation and testing of the equipment. This plan shall be provided within 30 days of contract award. This plan shall include but is not limited to: coordination procedure for rough in with electrical subcontractor, verification of existing infrastructure and integration components. This document shall be a living document as needed to complete a complete operational PARCS.

PART 2 - PRODUCTS

2.1   IN LANE PARCS.

A.   Automatic Vehicle Control Gates:

1.   Standard: Provide gates and operators listed and labeled according to UL 325 for Class II - Commercial/General Access, or equivalent qualified testing agency

2.   Gate Arm: provide up to 12-foot long articulating or straight arm based on location. Only provide articulating arm where required. A safety edge is required. Articulating gate arms are to be installed with a maximum of 1" clearance from limiting overhead surface. 1" is measured from the top edge of the gate.

3.   Gate shall be able to operate as a free gate.

4.   Gate shall support multiple devices in one lane (e.g., card reader and ticket dispenser, fee computer and exit terminal).

5.   This PARCS shall require that other devices such as ticket dispensers, card readers, exit terminals, etc., be armed by a loop detector before a transaction can be started and therefore not allow gate to open without first being armed by a loop detector and without a transaction.

6.   In lanes where two devices reside, the device not processing the transaction must be disabled immediately so that the PARCS cannot be manipulated. This must take place immediately.

7.   Cabinet: Two door design, lockable attendant door for access to on/off switches, manual up/down controls, and low voltage limit sensors; lockable service door for access to drive and gear box.

a.   Size: Approximately 45-1/2" high x 14-1/2" wide x 15" deep.

b.   Material: Aluminum with high grade synthetics.

c. Finish: Polyester powder coating, electrostatically applied.

8. Controls: 100 percent solid state, with no control relays. All moving parts separate from user access area.

9. Low voltage electrical: 120 VAC, internal power panel unit, separation of high and low voltages, circuit breaker, up/down and on/off switches.

10. Operation: IP Addressable and fully compatible with PARCS.

11. All gates must have a visible mechanical counter to record total lane travels.

B. In Lane Vehicle Detector System:

1. Loop detectors shall be saw cut on grade unless specifically approved otherwise in advance by City.

2. Loop Detector System: Self-tuning electronic presence detector with adjustable detection patterns, adjustable sensitivity and frequency settings, and panel indicator light designed to detect presence or transit of a vehicle over an embedded loop of wire and to emit signal activating gate-arm operator. Include automatic closing timer with adjustable time delay before closing and vehicle loop detector designed to open and close gate arm and hold gate arm open until traffic clears.

3. System Performance:

a. Recognize two vehicles within 6 inches of each other on standard-sized 2.5 ft. x 6 ft. loop.

b. Recognize vehicle direction by detecting vehicle moving from one loop to another.

c. Continuous diagnostic monitoring for intermittently operating and failed loops.

d. Crosstalk test between adjacent loops.

4. Pre-formed Loop Wire for Saw-cut Installation:

a. Manufacturer: Reno A & E, Reno, NV, Tel 775-826-2020, (www.renoae.com), or equal.

b. Loop Wire: Reno A&E "Model PLB", or equal, four-conductor loop wire, 0.230" Nominal O.D. Conductor - #22 AWG (Seven strands of #30 AWG Thinned copper wire) and encased in XLPE insulation, specifically designed for inductive sensor loops.

c. Lead-in Cable: Reno A&E "Model PLB", or equal, two conductor lead-in cable, 0.230" Nominal O.D., Conductor - #20 AWG (Seven strands of #28 AWG Thinned copper wire), and encased in XLPE inner and outer jacket insulation.

d. The splice enclosure shall be a 0.95" diameter cylinder 3.8" long, the loop and lead-in wire splices shall be tightly twisted, soldered and sealed. The cavity of the splice enclosure shall be filled with a water block gel. The splice enclosure shall be submerged in a saltwater solution for three (3) days. At the end of this three-day period, after the three day soak, the loop must measure greater than 999 megohms using a 500 VDC megohmmeter, the measurement shall be made between the copper wire and the salt water.

e. Configuration: As recommended by vehicle control system manufacturer.

C. Entry Terminal: Provide entry terminal ticket dispenser, consisting of ticket-printing and issuing mechanism, ticket magazine, and controller housed in cabinet enclosure, credit card acceptance, bar code readers, NFC readers, card readers, display, intercom and speaker and pinhole camera.

1. Features:

a. LED display.

b. Time Indicator: 24-hour cycle with A.M. and P.M. clock mechanism.

c. Voice annunciation.

d. Tickets: Bar Code type

e. Removable ticket tray with minimum capacity of 2000 tickets.

f. Operation: Standalone.

g. Battery backup for clock and RAM memory.

h. VOIP Intercom to communicate with Parking Management Office.

i. Pinhole camera.

j. Speaker for making voice communications.

k. Tickets: Provide City with 700,000 tickets (1 year's supply), on top of the initial load of tickets in the machines, as part of initial installation. Tickets shall be printed with information and logos as specified by City. Provide cost for an initial supply of 30,000 validation voucher ticket stock for use in printing by City. Provide pricing for additional tickets in 10,000 increments.

2. PARCS Performance: Activation of entry terminal by detection of vehicle over loop. The terminal shall dispense tickets by push button. When dispensing ticket, unit automatically records information on ticket, plays voice announcement (i.e. "Please take ticket") and dispenses ticket.

a. Dispensed ticket must have the following information visible and encoded with the bar code:

1) PARCS Ticket Number

2) Rate Code, that represents the rate applied to the user

3) Device Number

4) Time

5) Date

6) Facility

7) Facility Code

b. Voice annunciation.

c. Automatic ticket validation.

d. Program ticket numbering.

e. Accept bar code voucher/validation/coupon on paper or mobile device.

f. Accept NFC device as a payment credential.

g.   Low-ticket alarm.

h.   Out-of-ticket alarm.

i.   Ticket jam detection and alarm.

j.   Print test ticket.

k.   Alert to a pre-determined percent (%) utilization of garage.

l.   Report a back out, illegal tickets, or lane travel alarm to the Parking Management Office. Void all tickets that create an alarm.

m.   Buffer a minimum of 2,000 transactions in the event of a communication failure. EMV terminals are limited to 999 transactions offline (6 hours of traffic jam level usage per terminal).

n.   Be armed before a transaction can begin in the lane, as well as be disabled / locked out if another device is utilizing the same lane.

o.   IP Addressable.

p.   Shall communicate with PARCS computers.

q.   Accept credit cards and process in less than 10 seconds.

3.   Cabinets: Fabricated from aluminum with smooth seams, approximately 15 inches square by 40 inches tall; consisting of base and top components. Provide single, gasketed access door for each component with flush-mounted locks. All devices shall be keyed alike and one key provided for each lock. Fabricate cabinet with internal reinforcing and four mounting holes accessible only from inside cabinet. Fabricate top component so it can be unlocked and opened for ticket loading and maintenance. Include flush-mounted lock in rear of top, keyed the same as base component lock.

D.   Exit Terminal: Provide exit terminals consisting of ticket collectors, ticket readers, bar code readers, NFC readers, proximity card readers, credit card acceptance, printers, pinhole camera, intercom, display and controllers housed in cabinet enclosures. Provide "Please Insert Ticket" (exact phrasing to determined) sign on side of cabinet visible to driver.

1.   Features: Include the following:

a.   LED Display

b. Operation: Standalone.

c. Battery backup for clock and RAM memory.

d. Thermostatically controlled heater with on/off/auto switch.

e. Bar Code type card acceptance with activation slot and "Insert Ticket/Card" (exact phrasing to be determined) message.

f. VOIP intercoms to provide communication to the Parking Management Office.

g. Speaker for voice announcements.

h. Pinhole camera

2. PARCS Performance: Upon, activation of exit terminal by detection of vehicle over loop the terminal shall display on screen and play voice announcement (i.e. "Please insert ticket"). Allows user to print receipt by pushing button. Terminal shall be capable of the following:

a. Print receipts on demand. When dispensed, the receipt must have the following information visible:

1) Transaction Number

2) Rate Code

3) Device Number

4) Time

5) Date

6) Facility Name

7) Tax

b. Voice annunciation.

c. Program facility code.

d. Program grace period. Jam on Exit Capability - allows grace period to be extended when egress is very busy.

e.   Program display.

f.   Program timer for closing barrier gate.

g.   Reports for events and exception events.

h.   Built-in service diagnostics.

i.   Alert parking office in the event of malfunction or depleted receipts/tickets.

j.   Low-receipt/ticket alarm.

k.   Out-of-receipt/ticket alarm.

l.   Receipt/ticket jam detection and alarm.

m.   Print test receipt/ticket.

n.   Accept credit cards and process in less than 10 seconds.

o.   Report a back out alarm to the Parking Management Office.

p.   Shall communicate between facility and PARCS computer.

q.   IP addressable.

r.   Buffer a minimum of 2,000 transactions in the event of a communication failure.

s.   Accept bar code voucher/validation/coupon on paper or mobile device.

t.   Accept NFC device as a payment credential.

u.   Be armed before a transaction can begins in the lane, as well as to be disabled/locked out if another device is utilizing the same lane.

3.   Operation: Inserting exit ticket into exit ticket reader results in the following actions:

a.   Valid Exit Ticket: Exit ticket reader captures ticket and automatically sends signal to raise barrier gate.

b.   Invalid Exit Ticket: Exit ticket reader rejects ticket and displays "Please Insert Credit Card for payment" (exact phrasing to be determined) message.

c.   Exit Ticket with Elapsed Grace Time: Exit ticket reader rejects ticket and displays "Please Insert Credit Card for payment or press intercom" (exact phrasing to be determined) message.

4.   Cabinets: Fabricated from aluminum with smooth seams, approximately 15 inches square by 40 inches tall; consisting of base and top components. Provide single, gasketed access door for each component with flush-mounted locks. All devices shall be keyed alike and one key provided for each lock. Fabricate cabinet with internal reinforcing and four mounting holes accessible only from inside cabinet. Fabricate top component so it can be unlocked and opened for ticket loading and maintenance. Include flush-mounted lock in rear of top, keyed the same as base component lock.

E.   Card Reader Access Unit: Access control system to activate barrier gates when authorized card is present.

1.   System: Programmable, multiple-code capability permitting validating or voiding of individual cards.

2.   Reader Type: Shall accommodate the City's existing HID proximity cards, if possible, without triggering false gate openings from outside RFID numbers.   Alternatively, provide a separate line item cost new custom printed HID cards to address this concern.

3.   Operation: Shall integrate with PARCS computer and be IP addressable.

4.   The card access system virtual server shall be located in the City Hall Annex server room and be fully integrated with the PARCS.

5.   Features:

a.   Micro-controller technology.

b.   Automatic stand-alone mode if online communication is interrupted.

c.   Built-in diagnostics.

d.   Reader to support debit tags and contract tags.

e.   Hard or soft, true or timed anti-passback.

f.   Capable of monitoring and auditing barrier-gate activity.

6.   Housing: Heavy duty aluminum with weatherproof front access panel equipped with flush-mounted lock. All devices shall be keyed alike and one key provided for each lock. Finish units with manufacturer's standard baked enamel coating. Provide face-lighted unit fully visible at night.

7.   Mounting: part of entry and exit terminals.

8.   Proximity Cards: Provide for PARCS testing only.

F.   Reversible Lanes: All reversible lanes shall be provided with digital entrance/exit signs with 12" characters. Entrance must be displayed in green text, and Exit in red indicating the proper direction of the lane. The direction of the lane shall be able to be changed remotely, automatically when the lane is reversed or at a specified time.

G.   Lot Full Signs: Provide a lot full sign at each garage entry location connected to the PARCS and activated based on the garage counts with an identified buffer that is changeable by the City. The location for the sign shall be approved by City and shall be mounted in a location at each Garage where it is visible prior to pulling off of the street and into the Garage. Where multiple entry lanes occur at the same location a single sign may be used at the discretion of the City.

H.   AVI Reader Access System: Access control system to activate barrier gates when authorized tag is present. Location: at one entry and one exit lane per Garage.

1.   Manufacturer: Tagmaster.

2.   System: Programmable, multiple-code capability permitting validating or voiding of individual cards.

3.   Operation: On-line communication to remote PARCS computer. System to allow access for City vehicles.

4.   Features:

5.   Automatic stand-alone mode if online communication is interrupted.

6.   Built-in diagnostics.

7.   Capable of monitoring and auditing barrier-gate activity.

8. Mounting: Pedestal mount or pole overhead mount or ceiling mount depending on condition.

9. AVI Tags: Provide 25 tags.

I. Car Coming Sign: Provide replacement car coming signs at all locations that are tied to the gate arm rising to alert pedestrians on the sidewalk. Signs shall be 48" PASS Signs Pedestrian Alert signs or equivalent. All equivalent signs shall have audio and visual warnings and adjustable audio volume.

2.2 PAY-ON-FOOT MACHINES

A. General: Provide self-contained cashiering pay-on-foot machines designed for self-service operation; consisting of bar code ticket readers/validators, displays, fee computers, NFC readers, bar code readers, cash acceptance if applicable and printers housed in a combined enclosure.

B. Features:

1. Operation: Stand alone.

2. Battery backup for clock and RAM memory.

3. VOIP Intercom to communicate with Parking Management Office.

4. For cash machines change given in bills and coins.

5. Pinhole camera.

C. PARCS Performance:

1. Compute multiple parking fees based on entry times on ticket from ticket dispenser and in coordination with any prepayment through the reservation system.

2. Compute multiple taxes by percent and fixed amount.

3. Program lost ticket function.

4. Display fee.

5. Calculate Change for Cash Machines.

6. Accept payment by credit card, or debit card or by cash in cash machines.

7.   Cash Machine's shall comply with the following:

    a.   The bill recycler will accept $1, $5, $10 and $20 bills. Bills accepted by the machine will be new and old versions. Bill accepted by the machine will be counted and transferred to a locked vault within the machine. Bills not accepted by the payment machine will be rejected and returned. A key will be required to permit removal of the bill vault from the payment machine. A key will be required to open the vault for emptying. All devices shall be keyed alike and one key provided for each lock.

    b.   The City requires that the machine issue change in five-dollar bill ($5) denominations, at a minimum, and use bill recyclers in $1 and $5 denominations.

    c.   The machine shall accept United States coins at least in the denominations of $1.00 and 25-cents. The machine will reject and return damaged or counterfeit coins, foreign coins and foreign objects. The machine will contain a coin return receptacle. The receptacle will receive all dispensed change, and all rejected and/or returned coins and foreign objects.

    d.   The machine will be provided with change hoppers, one for each coin denomination accepted. For change to be dispensed, the PM's program will determine the appropriate coin combinations.

    e.   The machine shall have at least one (1) coin storage unit. If the change storage unit for a particular denomination of coin is filled, the deposit of another coin of the same denomination will initiate the release of an appropriate number of coins of that denomination and direct them into the cashbox. If a transaction is canceled, the actual deposited coins will be returned to the Patron.

    f.   A cashbox will be furnished to collect coins once a change unit becomes full. The machine will only operate to accept tickets when a cashbox is in position. A key will be required to permit release of the cashbox from the machine. A key will be required to open the cashbox for emptying. All devices shall be keyed alike and one key provided for each lock.

    g.   The machine will operate only when each coin storage unit is in position and locked. The coin storage units will be self-locking when removed from their mounting assembly.

       h.   The City requires that the coin dispensers for each coin denomination have a capacity of no less than 100 coins.

8. Accept payment by NFC device.

9. Accept payment by bar code QR code coupons either paper or on a mobile device.

10. Accept chaser tickets for payment from validation system.

11. Accept multiple forms of payment for a single parking session, i.e. combined payment with validation voucher, cash, and/or credit card.

12. Print receipts on demand or automatically with the following information in compliance with PCI-DSS compliance standards and practices:

       a.   Entry and Exit Time

       b.   Entry and Exit Date

       c.   Facility Name

       d.   Transaction/Receipt Number

       e.   Cost of Parking

       f.   Tax

       g.   Device Number

13. Print validation on ticket.

14. Voice annunciation.

15. Print audit trail.

16. Program fee structures to match City's existing program.

17. Program time.

18. Program merchant validations.

19. Test mode to verify accuracy of fee structure program.

20. Built-in service diagnostics.

21.	Print cash audit, revenue, operational, and statistical reports on demand.

22.	Duress alarm output for emergencies.

23.	Battery backup.

24.	Shall have central credit card processing and shall complete a transaction in under 10 seconds.

25.	Program merchant validations.

26.	Shall have local reporting and central reporting

	a.	Daily lane report

	b.	Rate report

	c.	Credit card report by card type

	d.	Validation

	e.	Time Card report

	f.	Non-resettable totals

		1)	Transaction

		2)	Validation

27.	Communicate and send alarms to Parking Management Office and to approved user's mobile device.

28.	Read the information on the barcoded ticket and calculate the fee based on the rate.

29.	Buffer a minimum of 2,000 transactions in the event of a communication failure.

30.	Allow City to calculate and change a grace period for these tickets.

D.	Cabinets: Fabricated from cold-rolled steel sheet with seams welded and ground smooth. Provide single, gasketed access door with flush-mounted locks. All devices shall be keyed alike and one key provided for each lock. Fabricate cabinet with internal reinforcing and four mounting holes accessible only from inside cabinet.

2.3   INTERCOM SYSTEM

   A.   Manufacturers: Commend or Equal.

   B.   General: One intercom will be required at every point of contact with customers, including entry lanes, exit lanes, pedestrian gates and pay-on-foot machines.

   C.   Features:

      1.   The intercom shall be push-button intercom such that in the event a patron needs assistance while stopped in a lane, the button can be pushed and a connection established between the field location and the host intercom station. Mounting shall be as part of the entry/exit terminal or pay-on-foot machine and not on a separate mounting.

      2.   It is possible that a disabled person may not be able to reach the intercom button for assistance. In the event that the arming loops are triggered for a configurable amount of time with no transaction being initiated, the intercom station in the lane shall automatically call the Parking Management Office.

      3.   The intercom system shall utilize Voice Over Internet Protocol.

      4.   The intercom shall be directed to a command desk console located in the Parking Management Office with roll over capabilities to a second base station or cell phone. The Parking Management Office shall be equipped with an intercom base station that displays the physical location of the incoming intercom call.

      5.   Once activated, two-way communication shall be possible and the intercom line remains open until the parking staff member terminates the call.

      6.   It shall be possible that if one intercom is open, and a second call comes in, the PARCS shall allow the attendant to place the first call on hold and answer the second call.

      7.   Server to be located in the City Hall Annex server room.

      8.   City will provide appropriate Internet connections.

2.4   PEDESTRIAN GATE ACCESS SYSTEM

A.   When a patron with a parking ticket returns to Garage 12, a bar code reader that reads the parking ticket shall be provided at two entry gate locations that will unlock the gate and provide access to the garage. Access to the pedestrian gate must be available as a stand-alone access option, not tied to opening the vehicle entry and exit gates.

B.   When a monthly parker, city employee or other valid parking access card holder returns to Garage 12, a proximity card reader shall be provided at two entry gate locations that will unlock the gate and provide access to the garage. The reader shall be compatible with the City's existing HID proximity cards.

C.   Installation of the parking ticket reader and card reader will require coordination with the existing door hardware.

D.   An intercom station shall also be mounted at each pedestrian gate location.

E.   The PARCS shall track all entries through the doors and be able to provide a report of tickets/access cards used to open the door.

2.5   PARCS

A.   General: Provide manufacturer's standard software that has open architecture for integration with third-party software and provides automatic facility monitoring, supervision, and remote control of parking control equipment from one or more locations. The PARCS shall work through a web based interface where all information is readable through any terminal that is connected to the internet and provides a proper password.

B.   PARCS Performance: The PARCS shall provide the City with functionality such as that listed below.

1.   Collect data for comprehensive revenue and activity reporting, car count data processing and reporting system. The PARCS must report real time the counts and revenue transactions, including but limited to:

a.   All Entries by type, by facility, by lane.

b.   All Exits by type, by facility, by lane.

c.   Revenue summaries by location. Revenue reports to show quantity and value of first hour free transactions by facility, separate from grace period exits.

d.   Usage summaries by type of transaction.

e. Access summaries by type of entries. Access summaries should specify type of card used: Parking Vehicle, Hotel Valet, Reserved, Non Reserved cards. Also report City vehicle activity separately from customer activity.

f. Daily, weekly, monthly between selected dates and times and year to date.

g. Differential Count by facility, by parker type within facility.

2. Track tickets.

3. Program parking control equipment.

4. Support remote workstations.

5. Provide validation program module within PARCS. PARCS shall have the ability to:

a. Create validation for one, multiple, or all facilities.

b. Discount by dollar or smaller increments or percentage.

c. Create unique validations that can be tracked and reported.

d. Be set by City, or end user and not dependent on PARCS Contractor to setup.

e. Prevent same type of validation to be combined for more than the allowed time such as 2 hours.

f. Produce reports showing sequence of validations printed by date, time and user.

g. Utilize chaser tickets. Provide equipment necessary for the City to print their own chaser tickets and track them. One printer shall be provided to connect to the City's existing workstation. PARCS shall accommodate printing up to 2,000 tickets per week.

h. Allow bar/QR codes generated by a third-party to act as validation, i.e. movie ticket stub with printed code.

i. Utilize field validation devices. Validation devices would be purchased directly by merchants. Provide pricing for these devices

that are guaranteed during the warranty period. Pricing shall include labor for configuration.

j.   Allow online validation which shall allow a department/merchant to log on and key in a validation code that will tie to the ticket and register at the time of payment/exit.

6.   Integration with the City's Parking Card Access System.

7.   Access card and validation tracking system and database.

8.   Database module/method to enable exporting all data fields in different formats, including but not limited to CSV, Microsoft Office (Excel is required), and PDF format for reporting and future development purposes.

9.   Back out alarm must be reported to facility management when an illegal ticket is issued.

10.   Generate alerts/alarms when a facility is full or close to full or based on a threshold that is setup in the system.

11.   Ability to monitor real time activity especially at access points.

12.   Jam on Exit Capability - allows grace period to be extended when egress is very busy.

13.   Track the production and usage of all tickets, access cards, validations, or any medium used to access and/or pay for stays.

14.   Ability to print the rate table for all locations.

15.   Ability to send fees to any payment accepting device from the Parking Management Office.

16.   Ability to create merchant accounts to purchase validations. Ability to purchase on-line or in office.

17.   The PARCS must report all transactions, alarms, and incidents to the main PARCS activity screen with the following information:

a.   Time

b.   Date

c.   Transaction Type

      d.   Location/Device/Lane

      e.   Description

      f.   Amount

18.   The PARCS shall provide for a wide range of parking pricing scenarios such as:

      a.   Charge for both standard, and monthly as described above.

      b.   Provide rates structures to allow for:

          1)   Rate changing capabilities

          2)   Flat Rate

          3)   Incremental

          4)   Early Bird

          5)   Late Entry

          6)   Rates between time windows

          7)   Rate scheduling for dates and times

          8)   Capability to review list of rates by date and time

          9)   Different rates at different Garages

          10)   First "hour" free

          11)   Reduced rates during a special event

          12)   Prepay for a special event and text/email bar code to user for entry

          13)   Rates different by day of week

          14)   Evening rate

      c.   Typical payment scenarios shall include increments of one half hour up to twenty-four hours.

d. Pricing changes shall be accomplished from the main PARCS and communicated to the devices seamlessly.

e. City shall be able to easily program rate changes without Contractor support.

f. Rates shall be able to vary between parking facilities.

C. The Parking Facility Management Software shall be expandable to add up to 10 additional lanes of devices in the future without a major upgrade to the hardware or software within five (5) years from the date of acceptance of the PARCS.

D. High and low voltage surge suppression must be included in the installation, as well as an alternate for a 30 minute UPS battery backup for all computer-related equipment.

E. All credit card processing at exit terminals, fee computers, entry terminals, etc. must be completed at a central computer using high-speed communication connections with a processing time under 10 seconds.

F. In the event of a communication interruption, the PARCS shall process credit cards via batch processing during such interruption. Real time credit card and online reports must be the only functions affected during a central computer failure. Buffering transactions at the devices must allow the capture of all transactions during any communication downtime (including the batching of credit card transactions) until the communication link can be established.

G. The PARCS Computer System shall retrieve buffered transactions once communication is restored.

H. Reporting: The PARCS shall provide reports such as those listed below. It shall have the ability to generate and send custom reports monthly. In addition, the City will work with the Contractor to establish up to 10 custom reports during the installation process. The PARCS shall generate/query reports which can be set by the City and management users. Contractor to include samples and/or screen shots of all reports in an initial submittal and a sample of all reports as part of the final programming phase.

1. Daily device revenue report

2. Daily lane report

3. Active access card holder report

4. Card transaction report by date

5. Credit card report allowing transaction history of up to 180 days

   a. By Credit Card type

   b. By Lot

   c. By Device

6. Occupancy of garage by time; including permit occupancy separate from daily ticket occupancy, and ability to exclude City vehicles

7. Validation report, including number sequence printed by user

8. Non resettable totals

   a. Cash report

   b. Transaction report

   c. Validation report

9. Count statistics report

10. Duration of stay report shall breakdown by 30-minute increments

11. Entry/exit report by facility and parker type

12. Parking Fee report

13. General Totals report

14. Daily Revenue report

15. Transaction report, including the ability to run transaction reports by hour over monthly or annual periods by facility. For example, one report that shows the number of transactions from 6-8 p.m., by garage, for the month of January, or for the year.

16. Revenue Alarm report

17. Outstanding Ticket report

18. Detailed activity reports on sales inventory, and statistical data by parker type

19. Rate stratification report

20. Active access card report - to include active access cards excluding the manually blocked for non-payment

21. License Plate searches

22. Transaction history to show Facility Name, Exit/Entrance, and transaction type/status. More detailed info that can help staff to immediately understand the type of issue at hand when helping customers.

23. The new PARCS must have at a minimum the following features with reports:

    a. Debit (by dollar amount, by use)

    b. Credit Card on file

    c. Card Status report

    d. Card Activity report

    e. Active Card report

    f. Access Groups

    g. Reader Groups

    h. User Change report

    i. Holiday report

    j. Frequent Parker Discount

    k. Monthly Permit Parker and pass-back alert status report

    l. Average parking duration time report

    m. Peak occupancy report

    n. Validation use by merchant report

    o. Report that calculates first hour free usage, including the number of transactions that received 1st hour free per facility, and value of that free time (at posted hourly rate).

p.   PARCS shall assign a revenue rate to a reader group

q.   Report summaries by, date, day, week, weekend, month, and between time window.

I.   Monthly Permit Parker Software and Database:

1.   The new PARCS shall have the ability to track Monthly Permit Parking Customers by:

a.   Dollars spent

b.   Days Parked in the month

2.   The PARCS shall have the ability to:

a.   Interface with a City website

b.   Accommodate a minimum of 10,000 cards

c.   Apply multiple parking rates

d.   Have group accounts

e.   Program monthly permit parking profiles with restrictions

f.   Track a wait list

g.   Track permits for each garage separately

3.   The following fields shall be part of the software

a.   Name (First, Middle, last)

b.   Billing Address (number, street, suite, city, zip)

c.   Contact Address (number, street, suite, city, zip)

d.   License Plate Number

e.   Account Number

f.   Card Number (primary, secondary)

g.   Issue Date (validation date)

h.   Expiration Date

i.   Current Status (active or inactive)

j.   Group Accounts

k.   Telephone Number (cell, home, office, secondary number, fax)

l.   Email (business, home, secondary)

m.   Credit Card Input encrypted (CC type, number, expiration date, security code)

n.   Comments field

o.   Customer account access (password)

4.   The monthly permit software shall provide the City with the capability, at a minimum, to perform the following on both cards and accounts:

a.   Fully modify any field subject to restrictions on duplicate card and account numbers.

b.   Copy the data from any field in a previously selected or created record into the same field on the current record with a combination of two keystrokes (limited by restrictions on duplicate entries).

c.   Search for any record by criteria for any field, including the use of wild card characters and partial strings.

d.   Display, sort and/or print any record

e.   Display, sort and/or print only active cards

f.   Display, sort and/or print only active accounts

g.   Display, sort and/or print only issued cards

h.   Display, sort and/or print a listing of all cards or accounts, queried by any field and priority sorted by any three fields.

5.   Specifically, the PARCS shall provide the capability of:

a.   Displaying, sorting and printing all account information, including the card numbers issued to a particular account and/or group

b.   Displaying, sorting and printing all account information, including the card numbers issued to each account grouped under the account, for multiple accounts sorted by individual account number or alphabetically by account name at the option of the City.

c.   Displaying, sorting and printing a pre-formatted report of all accounts, or a group of accounts selected by query criteria entered for up to three (3) fields, with the option to sort data by account number or alphabetically by account name, at the option of the City. Report must include the account number, account name, and assigned card numbers, in card number sequence, listed under each account.

d.   Displaying, sorting and printing a list of all cards in card number sequence and, at the option of the City, to group those cards by status or account number, in compliance with EMV and PCI requirements.

e.   Saving a copy of the card and account tables as an archived "point in time" reference at any time by authorized manual prompt from an authorized workstation.

J.   The PARCS must support accurate, accessible, and easily customizable data analysis and reporting, data export into analytic software, and storage of robust historical information. All data will be owned by the City and requires City permission to share or utilize data by Contractor for any purpose.

K.   Workstations: No additional workstations are needed. The City will use existing workstations.

2.6   MISCELLANEOUS EQUIPMENT

A.   Miscellaneous Fasteners, Anchor Bolts and Templates, Connectors, etc.: As standard with PARCS manufacturer. Hot-dip galvanize anchor bolts and other accessory items in accordance with ASTM A153.

PART 3 - EXECUTION

3.1   EXAMINATION

A.   Examine surfaces to receive the PARCS and conditions under which the PARCS is to be installed.   Correct unsatisfactory surfaces and conditions prior to commencement of installation.

B.   The Contractor is required to inspect all existing power and network provisions in place and provide all additional power and network for a fully functional PARCS.

C.   All equipment mounting, loop detectors, conduit etc. shall be located by the Contractor prior to installation and City shall have final approval on the visual aspect of externally mounted conduit.

   1.   PARCS Contractor is responsible for any exposed conduit and shall provide rough in drawings for use and provide Quality Control to verify installation.

3.2   INSTALLATION

A.   General: Install the PARCS in accordance with manufacturer's written recommendations, as indicated on the drawings submitted with the building permit, and in compliance with requirements of authorities having jurisdiction.

B.   Install components plumb, true, securely anchored to adjacent structure, with all equipment, controls, etc., connected, adjusted and ready for use.

C.   Automatic Barrier Gates: Anchor cabinets to concrete bases with anchor bolts or expansion anchors and mount barrier-gate arms.

D.   Vehicle Detector Loops: Cut grooves and bury and seal wire loop according to manufacturer's written instructions. Connect to parking control equipment operated by detector.

E.   Pay-on-foot machines, Entry and Exit Terminals and other devices: Attach cabinets to concrete bases with anchor bolts or expansion anchors. Load ticket dispenser with supply of tickets.

F.   Connect wiring and ground equipment in accordance with manufacturer's written instructions.

G.   Contractor shall be responsible for power connections to all equipment and must make all necessary communication connections from the islands and lanes to the central server located in the City Hall Annex server room. Design-Build Entity will be responsible for running all power lines from identified junction boxes, panels or breaker boxes to the equipment, if needed. All such communication and conduits that may be required are the responsibility of the Contractor to secure, along with any associated costs.

H. Contractor is responsible for locating and installing all protection bollards necessary to keep equipment safe from impact. They shall be mounted with anchor bolts or expansion anchors. All existing bollards shall be removed and all new bollards shall be utilized.

3.3 CLEANING AND ADJUSTING

A. Clean the PARCS components using manufacturer's recommended cleaners.

B. Bring up the PARCS and provide complete operational testing. Provide final field adjustments as may be required to insure proper operation.

C. Validate the back-up and recovery plan.

3.4 TESTING AND COMMISSIONING

A. General: City requires a robust and sound testing and commissioning program for the Project. PARCS is to be fully operational, including meeting all standards specified in this section, at the date of opening of the Facilities and be fully tested prior to that date.

B. Contractor shall provide a detailed testing procedure within 30 days of contract award to include:

1. Factory Acceptance Tests. In an offsite location controlled by the manufacturer as close as possible to the jobsite. The purpose of the FAT is to demonstrate the operation and performance of all the equipment components, both online and offline and the configuration of all components and subsystems. At the end of running all the FAT "test scripts", an assessment is made of testing, any gaps identified, and a decision on whether to move forward to the next phase of testing. Final test scripts shall be submitted 60 days prior to the test.

2. Lane Acceptance Tests. Once an approved FAT has been completed an onsite lane acceptance test may be conducted. This will include one fully operational entrance and one fully operational exit lane. Once the lane equipment has been installed and connected with the installed head end system, the PARCS shall run all testing scenarios and shall include communication to any external systems including City integration operations, bank clearing house, and generation of identified reports confirming all test transactions. This shall include EMV compliance. After the initial LAT has been conducted each additional lane shall go through an LAT process. Final test scripts shall be submitted 30 days prior to the test.

3.   PARCS Acceptance Test. The purpose of which is to ensure that operational testing in a real life environment allows for a period of time to make final PARCS adjustments. After approval of all LATs, a 30-day continuous full PARCS acceptance test shall be conducted to run the entire operation as a whole.

C.   Contractor shall coordinate the schedule of all testing procedures with City.

3.5   MAINTENANCE AND WARRANTIES

A.   General: The 2-year manufacturer's maintenance and warranty period shall start at the date of the final completion of the entire Project.

B.   City shall be listed on all manufacturer warranties.

C.   Contractor shall provide access to advanced level technical phone support to trained City personnel to provide maintenance on devices when necessary.

D.   Contractor shall provide factory trained technicians to provide maintenance on the PARCS such that 24 hours a day 7 days a week a person is available. A person shall be on site if necessary due to a Priority 1 Emergency (Revenue Loss or Physical Danger) within a 4-hour period to resolve any issues. If issues can be resolved remotely, a 2-hour response time is required. The City expects general resolution to non-emergency issues within 3 days unless mutually agreed otherwise.

E.   Common parts shall be available within 48 hours. Contractor shall provide pricing and recommend stock levels for common spare parts that the City can maintain on hand.

APPENDIX A-2 PROJECT LOCATIONS

Table A2-1: Parking Garage Locations

Garage Name	Location
1st Street Garage	555 1st Street
3rd Street Garage	625 3rd Street
5th Street Garage	735 5th Street
7th Street Garage	521 7th Street
D Street Garage	97 D Street

APPENDIX A-3 LICENSED MATERIALS

Contractor shall provide perpetual licenses and/or authorization, maintenance, and support for all software used in the PARCS.

1. CONTRACTOR'S PROPRIETARY PARKING.LOGIC SOFTWARE ("PARKING.LOGIC SOFTWARE")

1.1. Skidata Parking.Logic Software with the following modules:

Interface "Data Warehouse"
Online Connection Service "Transactions & Payments" -sweb
Online Connection Service "Validation Administration" - sweb
Parking.Logic Licenses IoT
Operating License Online Connection Service (1 conn.) – sweb
Package Audit and Finance
Package Operational Reports
Parking.Logic System
Parking.Logic Server V11-5CP
Protect.Care Anti-Virus – per PC
Protect.Care Anti-Virus - Server
Parking.Logic Access Card Management
SFTW Advanced Settings
SFTW Articles
SFTW Car Parks
SFTW Change Log
SFTW Credit/Debit Cards
SFTW Customers
SFTW Customizable Reports
Parking.Logic Payment Card
SFTW External Card Systems
SFTW Money
SFTW PCI Payment Card Industry
SFTW Rate Management
Parking.Logic Reports
SFTW Settings
Sweb.Control 2.0 Mobile
Sweb.Control
Sweb.Control license one additional CP
Sweb.Control software license I CP
Sweb.Report license
Sweb.Report license one additional CP
Sweb.Report
Sweb.Validate Car Park License additional
Sweb.Validate

1.2. Documentation

1.2.1. Training documents (i.e., handbooks, manuals, and other printed instructional materials) describing the.operation or maintenance of the PARCS.

1.2.2. Training files/DVDs and other audiovisual instructional materials describing the operation or maintenance of the PARCS.

1.2.3. Published Interfaces Specifications

1.2.4. Product Information sheets

1.2.5. Product installation guides

1.2.6. Product use guides

2. THIRD PARTY SOFTWARE

Vendor	Description
IntegraPark Paris	Accounts receivable, permitting software
Various	All other commercial-off the-shelf software required by the PARCS, including but not limited to, VMWare, Microsoft Windows Server, anti-virus, etc.

APPENDIX A -4
FINAL SYSTEM ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, the City will initiate execution of the Final System Acceptance Certificate.

Customer Name: City of Santa Rosa ("City")

Project Name: Agreement for Procurement, Implementation, and Maintenance of Parking Access and Revenue Control System

This Final Acceptance Certificate memorializes the occurrence of System Acceptance consistent with the Operational Demonstration Test (ODT) acceptance criteria.

Contractor and the City acknowledge that:

1   Contractor has delivered all System or product documentation promised under this Agreement.

2   The System is accepted, and all punch list items generated during Testing have been completed.

3   By acknowledging the Final Acceptance of the System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of Santa Rosa ("City")   **Skidata, Inc. ("Contractor")**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

APPENDIX A-5
PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Implementation of this project will proceed in accordance with this Preliminary Project Implementation Schedule set forth on the following page, except as may be modified into a Final Project Implementation Schedule that is approved by the City. The Final Project Implementation Schedule will become the governing project schedule incorporated into the Agreement.

The Project Implementation Schedule is based upon work being accomplished Monday through Friday during normal business hours (defined as 8:00 AM to 5:00 PM), with the exception of City holidays. However, the Contractor may work on extended hours and weekends with prior authorization from the City at no additional cost to the City.

Work shall commence immediately upon execution of the Agreement. All timeline dates are understood to be close of business, 5:00 p.m. Pacific Time. If timeline dates fall on a weekend or City holiday, the date 1s understood to be the next business day.

Preliminary Project Implementation Schedule

ID	Task Mode	Task Name	Duration	Predecessors	Start	Finish
1		**Project Prerequisites**	**294.38 days**		**Wed 3/6/19**	**Tue 4/21/20**
2		Legal Review	49 wks	3SF	Wed 3/6/19	Tue 2/11/20
3		Council Approval	0 days		Tue 2/11/20	Tue 2/11/20
4		Equipment Delivery to Pre-Inst	10 wks	3	Tue 2/11/20	Tue 4/21/20
5		Payment Express Agreement	4 wks	3	Tue 2/11/20	Tue 3/10/20
6		**Pre-Install**	**144 days**		**Wed 11/20/19**	**Tue 6/9/20**
7		IT equipment	2 wks	5,4	Tue 4/21/20	Tue 5/5/20
8		PARCS Garage 1	1 wk	7	Tue 5/5/20	Tue 5/12/20
9		PARCS Garage 2	1 wk	7,8	Tue 5/12/20	Tue 5/19/20
10		PARCS Garage 3	1 wk	7,9	Tue 5/19/20	Tue 5/26/20
11		PARCS Garage 4	1 wk	7,10	Tue 5/26/20	Tue 6/2/20
12		PARCS Garage 5	1 wk	7,11	Tue 6/2/20	Tue 6/9/20
13		Holiday Operational Pause	34 days		Wed 11/20/19	Mon 1/6/20
14		**Infrastructure**	**52 days**		**Tue 4/21/20**	**Thu 7/2/20**
15		**Non-destructive**	**25 days**		**Tue 4/21/20**	**Tue 5/26/20**
16		Garage 1	1 wk	5,4	Tue 4/21/20	Tue 4/28/20
17		Garage 2	1 wk	16	Tue 4/28/20	Tue 5/5/20
18		Garage 3	1 wk	17	Tue 5/5/20	Tue 5/12/20
19		Garage 4	1 wk	18	Tue 5/12/20	Tue 5/19/20
20		Garage 5	1 wk	19	Tue 5/19/20	Tue 5/26/20
21		**IT Installation**	**5 days**		**Tue 5/26/20**	**Tue 6/2/20**
22		Cable Certification	2 days	7,20	Tue 5/26/20	Thu 5/28/20
23		Server/hardware installation	3 days	22	Thu 5/28/20	Tue 6/2/20
24		**Destructive**	**25 days**		**Thu 5/28/20**	**Thu 7/2/20**
25		Garage 1	1 wk	22,13	Thu 5/28/20	Thu 6/4/20
26		Garage 2	1 wk	22,25	Thu 6/4/20	Thu 6/11/20
27		Garage 3	1 wk	22,26	Thu 6/11/20	Thu 6/18/20
28		Garage 4	1 wk	22,27	Thu 6/18/20	Thu 6/25/20
29		Garage 5	1 wk	22,28	Thu 6/25/20	Thu 7/2/20
30		**PARCS install**	**90 days**		**Thu 6/4/20**	**Thu 10/8/20**
31		**Garage 1**	**30 days**		**Thu 6/4/20**	**Thu 7/16/20**
32		PARCS install	3 wks	21,25	Thu 6/4/20	Thu 6/25/20
33		LAT	0 days	32	Thu 6/25/20	Thu 6/25/20
34		Punch List/ODT	3 wks	33	Thu 6/25/20	Thu 7/16/20
35		Garage 2	3 wks	21,26,31	Thu 7/16/20	Thu 8/6/20
36		Garage 3	3 wks	21,27,35	Thu 8/6/20	Thu 8/27/20
37		Garage 4	3 wks	21,28,36	Thu 8/27/20	Thu 9/17/20
38		Garage 5	3 wks	21,29,37	Thu 9/17/20	Thu 10/8/20

Task		Project Summary
Split		Inactive Task
Milestone		Inactive Milestone
Summary		Inactive Summary

Manual Task		Start-only
Duration-only		Finish-only
Manual Summary Rollup		External Tasks
Manual Summary		External Milestone

Deadline		
Progress		
Manual Progress		

Project: City of Santa Rosa
Date: Thu 1/9/20

ID		Task Mode	Task Name	Duration	Predecessors	Start	Finish
39			**Close out**	**10 days**		**Thu 10/8/20**	**Thu 10/22/20**
40			Final Punch list and acceptance	2 wks	38	Thu 10/8/20	Thu 10/22/20
41			As builts	0 days	40	Thu 10/22/20	Thu 10/22/20
42			Manuals	0 days	40	Thu 10/22/20	Thu 10/22/20
43			Cable Certifications	0 days	40	Thu 10/22/20	Thu 10/22/20

Project: City of Santa Rosa
Date: Thu 1/9/20

Task		Project Summary		Manual Task		Start-only	
Split		Inactive Task		Duration-only		Finish-only	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks	
Summary		Inactive Summary		Manual Summary		External Milestone	
						Deadline	
						Progress	
						Manual Progress	

APPENDIX A-6

WARRANTY AND MAINTENANCE SERVICES

1. GENERAL

1.1. All Maintenance Services provided by Contractor shall provide the City with complete PARCS support, including all services, software, hardware, and equipment installed as part of the original installation as well as any software, hardware, equipment, enhancements, and upgrades installed during the term of the Agreement at the following locations:

> 7th Street Garage- 521 7th Street, Santa Rosa
> 5th Street Garage- 735 5th Street, Santa Rosa
> 3rd Street Garage- 625 3rd Street, Santa Rosa
> D Street Garage- 97 D Street, Santa Rosa (include Parking Office)
> 1st Street Garage- 555 1st Street, Santa Rosa (including Nested Area)
> Server Room- 90 Santa Rosa Avenue, Santa Rosa

1.2. Contractor shall ensure that the complete PARCS provided by Contractor to the City continues to operate in accordance with the functional and availability requirements and specifications set out in in the Agreement.

2. SCOPE OF WARRANTY AND MAINTENANCE SERVICES

2.1 Warranty

For a period of two (2) years following final system acceptance ("Warranty Period"), Contractor shall warrant that the complete PARCS will perform and operate in accordance with the functional and availability requirements and specifications set forth in the Agreement. All inclusive costs (parts, labor, maintenance, warranty repairs, Contractor travel time, Contractor expenses, etc.) incurred during the Warranty Period shall be provided without additional cost to the City. Contractor shall provide Extended level of service, including Parts.Care as described in Exhibit B of this Agreement.

2.2 Maintenance Services After Warranty Period

For a period up to eight (8) years following the expiration of the Warranty Period, for as long as the City pays the agreed monthly maintenance fee provided in Exhibit B, Contractor shall provide complete maintenance and support of the PARCS at the service level selected by the City prior to the end of the initial two (2) year Warranty Period. At a minimum of 30 days before the end of the above described initial two-year Warranty Period, the City will elect, in writing, either a) Basic Services, b) Extended Services, c) Premium Services, or d) Premium Plus Services as described in Exhibit B of this Agreement. If the City does not choose an extended maintenance services option, City will pay for the services it received in negotiating a two-year warranty, being the non-discounted sum of $53,539.00 (one year's Basic Services fee listed in Exhibit B).

2.3 Additional Services

Additional services, as described in Sections 12 and 13, shall be invoiced to the City above the fixed maintenance fee on a time and material basis pursuant to the rates set forth in Exhibit B.

3.   CONTRACTOR RESPONSIBILITIES

3.1   Contractor shall be responsible for providing all labor, materials, tools, replacement parts, equipment, test equipment or any specialized tools required to perform any and all warranty and maintenance tasks as well as any method of transportation, such as a vehicle, required to transport the technician(s) and store required tools and spare parts.

3.2   Contractor shall maintain an appropriately sized staff to ensure successful performance of all service requirements. Contractor's staffing plan shall take into consideration extenuating circumstances such as illness, family emergencies, vacations, etc. such that at all times the required number of technicians are available.

3.3   Contractor shall comply with all data security provisions set forth in the Agreement, including but not limited to, the use of confidential and proprietary information and compliance with PCI DSS standards. Contractor shall provide documents showing that its employees who are involved in the maintenance of the system have been trained on all PCI compliance.

3.4   Contractor shall provide factory trained technicians to perform the scope of work described herein.

4   CITY RESPONSIBILITIES

4.1   The City shall assign a Project Manager who will be responsible for coordinating Contractor's access to city facilities and providing information held by the City that is necessary for Contractor to provide the Maintenance Services.

4.2   The City shall permit Contractor's representatives to access the PARCS equipment and software to perform Maintenance Services.

4.3   The City shall provide the fiber-optic network that connects the parking garages. Contractor shall not be liable for communication interruptions that result from failure of the City-owned fiber-optic network.

5   SOFTWARE SUPPORT

5.1   Contractor shall provide on-site and remote software support for all software installed as part of the PARCS.

5.2   All software patches, updates, and upgrades must be accompanied by accurate and complete documentation. When software upgrades include new functions and processes (enhancements), Contractor shall provide a written evaluation for acceptance by the City of the upgraded software's on the City's PARCS prior to installation of the upgraded software.

5.3   Contractor shall provide on a monthly basis prior to any installation a list detailing all required or proposed software patches, updates, upgrades or modifications that will be installed.

5.4   Contractor shall coordinate the testing and implementation of all patches, updates, upgrades, or modifications with the City.

5.5 Contractor shall coordinate all remote and physical access into the servers with the City.

5.6 Contractor shall commit to provide corrective patches, updates, and upgrades in the event security vulnerability or system availability issues are discovered within fifteen (15) business days of discovery.

5.7 Copies of all software (and software updates/upgrades made during the Warranty Period) must be provided to the City at the conclusion of the Warranty Period.

5.8 **Parking.Logic Software**

5.8.1 Contractor shall make available to the City normal Parking.Logic Software improvement releases (updates) when they become available. Where Parking.Logic Software problems are identified and are agreed to be minor, that is not affecting revenue, reporting, or the entry/exit or payment functionalities, these problems shall be corrected in a new Parking.Logic Software release to be available to the City within thirty (30) calendar days of notification. All updates or improvements to Parking.Logic Software shall be documented and approved prior to implementation. Contractor shall correct major Parking.Logic Software problems immediately on a priority basis. Major Parking.Logic Software problems are defined as those causing erroneous financial transactions, revenue loss, reporting errors, loss of entry/exit functionality, loss of payment functionality, system instability, database corruption and compromised operational efficiency. Where Parking.Logic Software problems are identified and are agreed to be major, these problems shall be corrected in a new Parking.Logic Software release to be available to the City within five (5) calendar days of notification.

5.8.2 All Parking.Logic Software patches and updates shall be provided at no additional cost. Seven (7) calendar days prior to all Parking.Logic Software modifications, patches, and updates, Contractor shall provide accurate and complete documentation that describes:

> **5.8.2.1** patch/update release designation
>
> **5.8.2.2** proposed date and time of implementation
>
> **5.8.2.3** detailed description of what the patch/update accomplishes
>
> **5.8.2.4** full disaster recovery procedures that return the system to its pre-patch update condition
>
> **5.8.2.5** List of other installations where the patch has been previously installed, and contact information for those customers

5.8.3 Contractor shall make available upgrades and new modules which offer new benefits to the City. The City can decide to purchase the upgrades offered by the Contractor or remain on the existing supported version.

5.8.4 The City understands that upgrades to supported versions may be required in order to meet future compliance requirements and this may include upgrades to required hardware and third-party software.

5.9 Operating System / Third Party Software

5.9.1 Third party software packages shall have all registration and licensing documentation filed indicating the City as the owner of the software. Costs for third party software support shall be included in the maintenance fee.

5.9.2 At any time during the term of the Agreement or during any Maintenance Period, if the operating system or other third-party software not directly licensed by the Contractor must be updated or replaced because the licensor of said software will no longer support the installed version of said operating system or software or the version of software required to support an upgrade of said systems, at the City's request, Contractor shall procure said updated operating system or software for the City, and the City shall be the licensee for said operating system or software. The City shall reimburse Contractor for procuring said operating system or software at the Contractor's actual costs, subject to proof. Contractor shall install and configure such operating system and other software updates on a time and material basis.

5.9.3 The PARCS servers and workstations shall be delivered with the most recent service packs and software patches and must be updated throughout the Warranty Period and Maintenance Period, unless otherwise specified by the City.

5.9.4 Contractor shall support upgrades to its application based on operating system patch and upgrade requirements (for example, if the PARCS runs on a Microsoft operating system, the software shall be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, Contractor shall release code compatible with next operating system upgrade prior to Microsoft ending support for current operating system, at no cost to the City.)

6 EQUIPMENT/HARDWARE SUPPORT

6.1 General
Contractor shall provide all necessary maintenance, repairs, and replacement of equipment installed by Contractor. Hardware maintenance includes but is not limited to the following:

6.1.1 All scheduled inspection, cleaning, lubricating and adjusting of the PARCS equipment, which Contractor shall perform not less often than quarterly ("Preventive Maintenance Services"), as further described below.

6.1.2 All non-scheduled service calls for system repairs.

6.1.3 All parts and components of the PARCS, including parts and components covered by a manufacturer's warranty.

6.1.4 Replacement and repair of damaged or broken parts or items rendered inoperative as a result of wear and tear.

6.1.5 Replacement and repair of the following components commonly referred to as consumable items. Covered components include but are limited to: validators, thermal printer heads, UPS power supplies; key pads; touch screens; display screens; announcers; sound devices and speakers. Contractor shall set and reset as necessary time and date clocks.

6.2   Preventative Maintenance Services

6.2.1   Preventative Maintenance Services shall be in accordance with the approved preventive maintenance plan as approved by the City, and shall include but are not limited to inspection, testing, necessary adjustment, alignments, lubrication, parts cleaning, replacement of consumables, battery refresh, and communication system. Contractor shall provide a list of preventive maintenance tasks and frequencies for each component, to include daily, weekly, bi-weekly, monthly, quarterly, semi-annual, and annual overhauls as part of the preventive maintenance plan. The City reserves the right to modify any portion of the preventive maintenance plan throughout the life of the Agreement.

6.2.2   Preventive Maintenance Services shall be scheduled to the greatest extent possible during non-peak periods. Contractor shall consult with the City to determine periods of peak activity for the various devices.

6.2.3   Contractor shall initial and note the date and time each service was performed either a handheld computer or laptop computer and update a maintenance log stored on the server. The City shall, at any time, access the maintenance log to compare the entries to the scheduled and logged maintenance services within the Maintenance Log and monthly reports provided to the City by Contractor.

7   SERVICE AVAILABILITY

7.1   Contractor shall be available at any time, twenty-four (24) hours per day, seven days per week, three hundred sixty-five (365) days per year. Due to the gravity of a system malfunction/failure, service repairs and associated corrective actions shall be provided within the response times specified in Section 9.

7.2   The City shall enforce that only authorized staff shall notify Contractor to initiate emergency service notification (Priority 1, as defined below). The intent of this provision is to reduce or eliminate unnecessary service notifications and interventions onsite. The City shall provide to Contractor a list of all individuals authorized to place emergency service notifications. This list shall be included in the maintenance agreement and shall be updated as required by the City. Contractor shall answer all notifications but shall only respond to a notification for emergency service if call was initiated by an authorized representative. On the returned call, Contractor shall notify any unauthorized individuals that the service request must be placed by an authorized individual in order for the service to be initiated.

7.3   As with Preventive Maintenance Services, all service calls shall be tracked in the Maintenance Log. Contractor shall follow City provided procedures on who to contact to inform and/or update the status or resolution of a problem.

7.4   The City reserves the right to modify notification policies and procedures at any time throughout the life of the maintenance agreement.

8   COMPENSATION

8.1   The City shall pay Contractor monthly for Maintenance Services before and after the Warranty Period as set forth in Exhibit B.

8.2   For any additional services as may be required by the City, Contractor shall provide the services on a time and material basis as set forth in Exhibit B.

9 SERVICE LEVELS

Contractor shall provide a response to all service requests within the time provided in the table below.

Priority Code	Definition	During Operational Hours (7:00 am through 11:00 PM, 7 days a week)			After Hours (11:00 PM through 7:00 AM, 7 days a week)		
		Remote Responses	On-Site Response	Repair Resolution	Remote Response	On-Site Response	Repair Resolution
1	**Emergency:** An entire critical sub-system is down or an entire parking structure is inoperable. Emergency failures shall include but not limited to the situations described below. Critical software system is down or facility has no alternate revenue collection method to Enter/Exit a Parking Facility. Anything else as determined as an emergency failure by City.	2 hours	Within 4 hours of service call	Within 4 hours or notification is required	2 hours	Within 4 hours of service call	Within 4 hours or notification is required
2	**Urgent:** An important sub-system is down or a major aspect of a parking facility is not functional. Urgent failures shall include but not limited to the situations described below. Important system function or lane is down but fail-over or redundancy exists for temporary use.	2 hours	Within 4 hours of service call	Within 4 hours or notification is required	2 hours	Within 4 hours of service call	Within 4 hours or notification is required
3	**Normal:** Routine standard response to minor issues and/or repairs.	2 hours	Within 4 hours of service call	Same day or notification is required	4 hours	During Operational Hours day or notification is required.	Same day or notification is required

10   SERVICE PERFORMANCE REQUIREMENTS

10.1   Preventive Maintenance Performance Requirements

Contractor shall complete no less than ninety-eight percent (98.00%) of all Preventive Maintenance Services scheduled during the month. Percentages shall be calculated on the total number of Preventive Maintenance tasks scheduled for just that month and the total number of Preventive Maintenance tasks fully completed in the month even if the scheduled maintenance is a monthly, quarterly, or annual maintenance requirement. Partial completion of a scheduled Preventive Maintenance item shall not meet this requirement and shall not meet the City's standards of fully completed. Any month that falls below this level shall require a written justification from Contractor and with measures implemented to assure City staff that performance will improve. For each percentage point (below 98%) of total scheduled maintenance tasks that the Contractor does not complete, the Contractor's monthly invoice PM amount shall be reduced by $1,000.00. For example, if the Maintenance Tracking System indicates that the Contractor performed 96% of all scheduled maintenance tasks, Contractor's monthly invoice shall be reduced by $2,000.00.

10.2   Service Requests Performance Requirements

10.2.1 In the event that Contractor cannot meet the response times indicated in Section 9, liquidated damages shall be assessed against the Contractor pursuant to Section 7 of Exhibit B.

10.2.2 Resolution of the situation within four (4) hours after notification is required in all situations, unless waived by the City. A temporary solution is acceptable.

10.2.3 Factors beyond the control of Contractor, such as unexpected delays in parts, accidents, severe weather, incorrect priority classification and unusual traffic, shall be thoroughly documented in the maintenance log and reported to the City the next business day. The City will grant relief for the service hour requirement after reviewing these factors.

10.2.4 The City shall cooperate with Contractor to fully explore any concerns regarding service and performance standards.

10.2.5 The City shall notify Contractor in writing of performance problems with respect to the service standards within twenty (20) days after the end of each month based on the performance reports from the maintenance tracking system.

10.2.6 Contractor shall be given thirty (30) days from receipt of notification to take corrective actions with respect to the problem identified by the City or request relief.

11   ELECTRONIC MAINTENANCE TRACKING SYSTEM

11.1 Contractor shall provide three methods of notification for service requests. The methods of notification shall provide a means of tracking the date and time the service request was delivered. Examples of some documented communication include cell phones and email.

11.2 Contractor shall utilize a Maintenance Tracking System (MTS) to monitor and record all scheduled, requested, and performed maintenance services.

11.3 Contractor shall fill in all required fields, completely, for all services performed at City facilities.

11.4 Contractor shall submit monthly maintenance reports in a City-approved format to designated personnel. All reporting requirements shall be determined at the time of contract start.

12   NON-COVERED SERVICES

12.1 Maintenance Services do not include the services and PARCS failures listed below, but Contractor shall provide said services as requested by the City on a time and materials basis at the rates set forth in Exhibit B.

12.1.1 Service calls as a result of power failure or removal of primary power for any reason, to the extent such power failure lasts longer than the thirty (30) minutes for which backup power shall be available to PARCS equipment components via installed uninterrupted power source (UPS) units.

12.1.2 Failure of interconnect wiring (communication cabling) not installed by Contractor.

12.1.3 Failure of a PARCS component due to vandalism (intentional damage).

12.1.4 Damage to PARCS components due to the negligence of employees of City employees, garage customers or other third parties, excluding failure caused by wear and tear.

12.1.5 Failure of communication networks and services that provide internet connectivity that are provided or maintained by entities other than Contractor.

12.1.6 Failure of a PARCS component due to a modification or repair or rework performed by any party other than Contractor, without Contractor's prior consent.

12.1.7 Failure of a PARCS component due to improper storage, by City.

12.1.8 Failure of a PARCS component due to use of the equipment or software by City in conjunction with another equipment or software that is electronically or mechanically incompatible or of an inferior quality.

12.1.9 Failure of a PARCS component due to modifications by City to the interface specifications that Contractor does not agree to.

12.1.10 Failure of a PARCS Component due to any damage to the Equipment or Software by power failure, fire, explosion or any act of God or other cause beyond Contractor's control.

12.1.11 Failure of a PARCS component due to installation not performed in accordance with the Contractor's procedures and/or instructions.

12.1.12 Failure of a PARCS component due to installation not performed and or

provided by Contractor.

12.1.13 Replacement or repair of consumable products including but not limited to: tickets, blank receipt stock, thermal ticket printer heads, gate arms, labels/signs, gate shear bolts, RFID cards/tags, and printer ink cartridges.

12.1.14 Typical daily maintenance activity support such as ticket jams, ticket dispenser loading, receipt paper loading, replenishing ticket stock, replenishing printer paper, clearing simple ticket and credit card jams that present no risk of damage to the equipment, etc.

13   SPECIAL PROJECTS AND SERVICES

13.1   Upon the request of the City, Contractor shall provide services and resources required to implement system upgrades, improvements, and enhancements to the PARCS as required by the City.

13.1.1 Contractor shall ensure all work performed under this section is quoted and approved by the City prior to start of work.

13.1.2   The quote may be on a time and material basis at the rates set forth in Exhibit B, or lump sum. Quotes shall include all work to be performed, including a breakdown of all labor and materials. Contractor payment will not exceed the amount of the mutually agreed upon lump sum price.

13.1.3 Contractor shall obtain approval using the Work Order Form in Appendix A-8. Upon receiving City's written approval to proceed, Contractor shall perform the requested work at a time mutually agreed upon by the City and according to the quoted price.

13.1.4 All work provided by Contractor is subject to written acknowledgement and acceptance by the Contractor designated staff. Contractor shall obtain City's acceptance of the work using the same Work Order Form in Appendix A-8.

14   SPARE PARTS

14.1   Contractor shall provide listing of all spare components and manufacturers of those spare components to the City with contact information, pricing, and availability.

14.2   Contractor shall provide an asset management application that is accessible by the City representatives. This application shall maintain an ongoing inventory of all available spare parts and components, parts distribution, and pricing. The asset management application shall track on a daily basis and provide an up to date inventory of spare parts. The City shall have access to the asset management application to include review of spare parts inventory at any time.

14.3   Contractor shall provide guaranteed component pricing for five (5) years inclusive of a maximum percentage increase not to exceed the published CPI index for all components following contract award. These prices shall be valid prices for the City to purchase the spare parts through a service agreement between the City and the Contractor.

14.4   The City reserves the right to order additional parts and manage the PARCS spare parts inventory as required to maintain the system.

14.5   The spare parts list is subject to the approval of the City, and the City reserves the right to modify the spare parts inventory throughout the term of the agreement. The City shall provide a storage location of the spare parts, exact location to be identified by the City. Contractor shall have access to the spare parts inventory and shall have the responsibility of ordering replacement components or parts as components or parts are used prior to completion of the warranty. Contractor shall replace used spare parts immediately upon use and invoice City where use of part was not covered by warranty and maintenance services. Contractor can use parts from its own stock. All equipment and parts shall be newly manufactured within the past 6 months and never installed in any other operational system other than for factory test purposes for this contract.

14.6   When delivered to the City, an itemized list of Contractor's part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single source components shall be identified by the Contractor. Contractor shall provide listing of all spare components and manufacturers of those spare components to the City with contact information, pricing, and availability.

15   MAINTENANCE COMMITMENT

In the event that Contractor withdraws from the manufacture, distribution, or support of parking revenue control systems in the United States; or sunsets a hardware component, Contractor shall provide the City with the notice of such occurrence at least 180 calendar days in advance of withdrawal. In addition, Contractor shall provide the City with manufacturing specifications for all Contractor-manufactured components and sourced-proprietary components of the PARCS, and the City shall be provided the opportunity to purchase a suitable number of spares of all discontinued components.

APPENDIX A-7

PAYMENT CARD INDUSTRY (PCI) REQUIREMENTS

Contractor represents and warrants that any System used by the Contractor and the software applications it provides for the purpose of performing services related to storing, processing or transmitting payment cardholder data, at any point during the term of this contract shall be secured and certified to meet Payment Card Industry Data Security Standard ("PCI-DSS") and Payment Application Data Security Standard ("PA-DSS") established by the Payment Card Industry Security Standards Council as set forth online at https://www.pcisecuritystandards.org, as may be amended by the PCI Security Standards Council from time to time.

I.   Performance Standards: PCI-DSS is a multifaceted security standard comprised of twelve (12) general requirements including requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. The following requirements are designed to build and maintain a secure network; protect cardholder data; ensure the maintenance of vulnerability management programs; implement strong access control measures; regularly monitor and test networks; and ensure the maintenance of information security policies:

A.   Build and Maintain a Secure Network
1.   Install and maintain a firewall configuration to protect cardholder data
2.   Do not use vendor-supplied defaults for system passwords and other security parameters

B.   Protect Cardholder Data
1.   Protect stored cardholder data using methods such as encryption, truncation, masking, hashing, and any other effective methods of protecting stored data to mitigate potential risks.
2.   Encrypt transmission of cardholder data over open, public networks

C.   Maintain a Vulnerability Management Program
1.   Use and regularly update anti-virus software or programs
2.   Develop and maintain secure systems and applications

D.   Implement Strong Access Control Measures
1.   Restrict access to cardholder data to ensure critical data can only be accessed by authorized personnel, systems and processes based on the least amount of data and privileges needed to perform a job
2.   Assign a unique identification ("ID") to each person with computer access to maintain accountability and traced actions taken on critical data and systems to known and authorized users
3.   Restrict physical access to cardholder data

E.   Maintain an Information Security Policy
1.   Maintain a policy that addresses information security for all personnel:

II.   Certification: Contractor agrees to promptly provide, from time to time at the request of the CITY, current evidence, in form and substance reasonably satisfactory to CITY, of compliance with PCI-DSS and PA-DSS, which has been properly certified by an authority recognized by the payment card industry for that purpose. If during the term of this Agreement, Contractor undergoes, or has reason to believe that it will undergo, and adverse change in its certification or compliance status with the PCI-DSS or PA-DSS or other material payment card industry standards, it will promptly notify the CITY of such circumstances.

III. Material Breach: Failure by Contractor to comply with any provision of this Exhibit shall constitute a material breach of this Agreement.

IV. Notifications: Should the contractor have a failure of security protocols such that customer data is compromised, the contractor shall immediately notify the City.

APPENDIX A-8

WORK ORDER FORM

Date:_____

Date	Time: From/To	Hours	Hourly Pay Rate	Amount	Description of Work
Total Amount Due				**$**	

	APPROVAL TO START WORK:
_____ PROJECT MANAGER SIGNATURE (CONTRACTOR) NAME:_____ DATE:_____	_____ PROJECT MANAGER SIGNATURE (CITY) NAME:_____ DATE:_____

ACCEPTANCE OF WORK: _____   DATE:_____
                              CITY PROJECT MANAGER SIGNATURE

EXHIBIT B - COMPENSATION AND PAYMENT SCHEDULE

1. MAXIMUM COMPENSATION

The maximum amount payable for all products and services provided under this Agreement shall not exceed Two Million Eight-Two Thousand Eight Hundred Seventy-Six Dollars and Zero Cents ($2,082,876.00) during the Initial Term covering system implementation. Any additional services or products requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures as set forth in Section 8 of the Agreement. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.

2. PAYMENT SCHEDULE FOR SYSTEM IMPLEMENTATION

2.1. Progress payments shall be made to Contractor by City following acceptance of designated milestones as shown in Table B-1. See Appendix B-1 for cost breakdown.

2.2. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.

2.3. Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Contractor any and all the System, which does not conform to the specifications or other requirements of this Agreement. Components of the System, which are rejected shall be promptly corrected, repaired, or replaced by Contractor. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

Table B-1: Initial Term Payment Schedule

#	Payment Milestone	Estimated Dates	Payment Amount
1	PARCS Design	2/14/2020	$ 142,626.00
2	Order for Production – PARCS	2/14/2020	$ 152,626.00
3	Completion of Equipment Configuration - PARCS	4/30/2020	$ 76,313.00
4	System Manuals/Documentation	3/12/2020	$ 79,802.00
5	Completion of Lot 1 Civil/Infrastructure	4/24/2020	$ 89,643.00
6	Completion of Lot 3 Civil/Infrastructure	5/1/2020	$ 84,649.00
7	Completion of Lot 9 Civil/Infrastructure	5/8/2020	$ 70,682.00
8	Completion of Lot 12 Civil/Infrastructure	5/15/2020	$ 70,139.00
9	Completion of Lot 5 Civil/Infrastructure	5/22/2020	$ 58,456.00
	Completion of System Configuration and Site Preparations (Subtotal of Payments)		$ 824,936.00
10	Lot 1 Site Acceptance	6/5/2020	$ 87,643.00
11	Lot 3 Site Acceptance	6/26/2020	$ 84,176.00
12	Lot 9 Site Acceptance	7/17/2020	$ 74,682.00
13	Lot 12 Site Acceptance	8/7/2020	$ 70,139.00
14	Lot 5 Site Acceptance	8/28/2020	$ 58,456.00
	Completion of Site Acceptance (Subtotal of Payments)		$ 375,096.00
15	Parking Office/Network Acceptance	9/11/2020	$ 191,577.00
16	Completion of Training	9/1/2020	$ 132,626.00
17	Delivery of Spare Parts and Ticket Stock	7/27/2020	$ 76,313.00
18	Operational Demonstration Test (ODT	9/29/2020	$ 86,455.00
	Completion of ODT (Subtotal of Payments)		$ 486,971.00
19	**Subtotal System Implementation**		$ 1,687,003.00
20	**Year 1 & 2 Software Licenses**		$ 119,061.00
21	**Pre-Sales Tax Subtotal**		$ 1,806,064.00
22	**Estimated Sales Tax** (to be paid in accordance with applicable milestone for which sales tax is due)		$ 82,560.00
23	**Bond Cost**		$ 17,296.00
24	**Contingency**		$ 176,956.00
	INITIAL TERM (SYSTEM IMPLEMENTATION) MAXIMUM COMPENSATION		$ 2,082,876.00

3. PAYMENT SCHEDULE FOR ONGOING SERVICES

3.1. Warranty and Maintenance Services as set forth in Appendix A-6 shall be exercised as options at the sole discretion of the City on an annual basis and shall be on a fixed fee basis per Table B-2.

3.2. Contractor shall invoice the City monthly for all applicable support and maintenance costs. In the event of early termination of the Agreement, Contractor shall refund the City on a pro-rated basis any fees paid in advance that have not been expended as of the date of termination.

Table B-2 Extended Warranty Options

SKIDATA.CARE PACK MODULES						
SERVICE NAME		**WARRANTY (1st & 2nd Year) FREE**	**BASIC**	**EXTENDED**	**PREMIUM**	**PREMIUM PLUS**
REACTIVE	**Coverage period**	MON to FRI 08AM to 5PM	MON to FRI 08AM to 5PM	MON to SUN 08AM to 5PM	MON to SUN, 24 Hr	MON to SUN, 24 Hr
	Time to support remote [Hr] [Critical, Major, Moderate, Minor]	8/24/48/48	8/24/48/48	4/8/24/24	2/4/8/8	1/4/8/8
	Time to support onsite [Hr] [Critical, Major, Moderate, Minor]	24/72/72/72	24/72/72/72	24/48/72/72	8/24/48/48	4/8/24/24
	Service labor	Included	Not included	Incidents	Incidents + Requests	Incidents + Requests + Third Party
PREVENTIVE	**Hardware Maintenance**	Included	Quarterly	Quarterly	Quarterly	Quarterly
	Software Maintenance	Included	Included	Included	Included	Included
	Training	Not included	Not included	Annual 4 Hr	Annual Full day	Bi-annual Full day
	Performance Review	Call history export	Call history export	Quarterly	Monthly	Monthly + TCO Plan
PARTS	**Spare Parts, excl. wear and tear**	Included	Not Included	Not Included	Not Included	Not Included
ANNUAL MODULE PRICE		Incl. in project	$ 53,539	$ 89,231	$ 124,924	$ 160,617
PACKAGE PRICE WITH DURATION DISCOUNT		Incl. in project	$ 45,508	$ 75,847	$ 106,185	$ 136,524
Year 1		Incl. in project	FREE	FREE	FREE	FREE
Year 2		Incl. in project	FREE	FREE	FREE	FREE
Years 3-10		Incl. in project	$ 45,508	$ 75,847	$ 106,185	$ 136,524

4. ADDITIONAL PRODUCTS AND SERVICES

4.1. In the event the City requires additional products or services, Contractor shall obtain approval before starting work using the Work Order Form in Appendix A-8.

4.2. Any additional products or services requested by the City that would exceed the maximum amount will be addressed in accordance with the Change Order Procedures. No additional products or services will be provided unless both Parties execute a Change Order.

ADDITIONAL OPTIONS	
SERVICE NAME	ANNUAL OPTION PRICE
Spare Parts.Care	$ 35,693
Protect.Care (Anti Virus)	$ 490
Upgrade.Care	$ 14,795
PCI Support.Care	$ 17,846

4.3. The City reserves the right to request a fixed priced quote in lieu of time and materials.

4.4. Contractor shall provide additional products and services at the rates listed below or its current best government rates, whichever is less. Hourly rates shall be inclusive of all costs, including but not limited to, labor, equipment, materials, training, travel, overhead, profit, insurance, employee benefits, ancillary personnel, etc.).

Table B-3: Additional Product & Services

Pricebook	Customer	Hour rate HW (08:00 – 17:00)	Hour rate SW (08:00 – 17:00)	Overtime	Weekend and Holiday
US – SF 1	With contract	$ 215	$ 245	+100%	125%
US – SF 2	Without contract	$ 235	$ 280	+100%	125%

Dispatch charge: $ 95

Standard rates are billed in 30-minute increments with minimum periods defined in the table above. Time exceeding any 30-minute increment is rounded up to the next increment. These rates are applicable during normal SKIDATA business hours.

5. INVOICING AND PAYMENT PROCEDURE

5.1. The City agrees to compensate Contractor for the Services performed and System provided in accordance with the terms and conditions of this Agreement.

5.2. Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.

5.3. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

6. COMPENSATION ADJUSTMENT

6.1 **CPI Adjustment** The Contractor's compensation rates shall be subject to adjustment on each anniversary of the performance period after Year 2 of the warranty and maintenance period. The adjustment shall be calculated as follows:

6.1.1. The base for computing the adjustment shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (with a base year of 1982-1984=100) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor Statistics ("Index"), which is published most immediately preceding the commencement of the applicable extension term ("Extension Index"), shall be compared with the Index published most immediately preceding the commencement date of the then expiring term ("Beginning Index"). If the Extension Index published has increased over or decreased under the Beginning Index, the monthly compensation rates for the extension term shall be set by multiplying the then expiring term's monthly compensation rate by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

6.1.2 If the Index is changed so that the base year differs from that used as of the

month immediately preceding the Agreement's commencement date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Agreement such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued of revised.

6.1.3   The preceding provision of this section notwithstanding, the adjustment of any monthly compensation rate for any extension term shall not exceed 3% of the previous term's monthly compensation rate, unless the increase to the City's Living/Prevailing Wage exceeds 3% of the Living/Prevailing Wage of the previous term. Contractor must provide wages and benefits information to establish the amount paid to their workers to justify an adjustment that is greater than 3%. In no event will an adjustment greater than 3% be allowed for general and administrative expenses, overhead expenses, and profit.

6.1.4   For the purpose of illustration only, if a Beginning Index is 115 and the Extension Index is 124, the monthly compensation rate to be paid during the extension term shall $ X (the then expiring term's monthly compensation rate) multiplied by 124/115.

6.2   LIQUIDATED DAMAGES

THE PARTIES HERETO AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE TO THE CITY IF CONTRACTOR WERE TO TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OR OTHERWISE BREACH. IN ADDITION TO THE SERVICES PROVIDED, CITY EXPECTS TO RECEIVE OTHER BENEFIT FROM CONTRACTOR'S SERVICES. THE PARTIES MUTUALLY AGREE THAT LIQUIDATED DAMAGES SET FORTH IN THIS SECTION ARE ACCEPTABLE TO EACH PARTY AND ARE A REASONABLE ESTIMATE OF CITY'S LOSS IF CONTRACTOR FAILS TO COMPLETE SERVICES IN ACCORDANCE WITH THE SCHEDULE OF PERFORMANCE.

BY PLACING THEIR INITIALS BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNTS SET FORTH BELOW HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES.

Failure to respond within thirty (30) minutes to a Level 1 (Emergency) notification	$500 per occurrence

"CITY"   "CONTRACTOR"

By:_____   By:_____

APPENDIX B-1

SYSTEM IMPLEMENTATION COST BREAKDOWN

See next page

	BID BREAKDOWN FORM				
Item	**Description**	**Quantity**	**Unit Price**		**Total**
Garage 1					
Pay station Cash		2	$	45,608.41 $	91,217
Digital Intercom		2			Included
Pin Hole Camera		2			Included
2D Barcode Kit		2			Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	2			Included
Px EMV Terminal Kit		2			Included
PX NFC Kit		2			Included
Basic Coder		2			Included
Pay station Credit		1	$	23,465.56 $	23,466
Digital Intercom		1			Included
Pin Hole Camera		1			Included
2D Barcode Kit		1			Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	1			Included
Px EMV Terminal Kit		1			Included
Px NFC Kit		1			Included
Basic Coder		1			Included
Entry device (Power.Gate)		4	$	20,187.42 $	80,750
3 Ethernet Port+2SFP Hard Switch		4			Included
Digital Intercom		4			Included
IP Pin Hole Camera		4			Included
HID Kit		4			Included
Mounting Plate Lane Equipment		4			Included
Offset Bollard		4			Included
2D Barcode Kit		4			Included
Basic Coder		4			Included
Lane UPS		4			Included
Entry Gate Arms (Barrier.Gate)		4	$	6,125.52 $	24,502
ADA Folding Arm		4	$	1,027.80	Included
Mounting Plate Lane Equipment		4			Included
Straight Bollard		4			Included
Exit device (Power.Gate)		2	$	25,323.67 $	50,647
3 Ethernet Port+2SFP Hard Switch		2			Included
Digital Intercom		2			Included
IP Pin Hole Camera		2			Included
HID Kit		2			Included
Mounting Plate Lane Equipment		2			Included

Item	Description	Qty	Unit Price		Total
Offset Bollard		2			Included
2D Barcode Kit		2			Included
Px EMV Terminal Kit		2			Included
PX NFC Kit		2			Included
Unlimited Coder and Feeder		2			Included
Lane UPS		2			Included
Exit Gate Arms (Barrier.Gate)		2	$	6,126.52 $	12,253
ADA Folding Arm		2	$	1,027.80	Included
Mounting Plate Lane Equipment		2			Included
Straight Bollard		2			Included
Sign	LED lot full sign	1	$	1,055.00 $	1,055
Items Needed					
Cisco Manage Switch SF200-24		2	$	336.00 $	672
Tagmaster LR3	(1) one in & (1) one out	2	$	4,931.74 $	9,863
			TOTAL $		**294,425**

Garage 3

Item	Description	Qty	Unit Price		Total
Pay station Cash		2	$	45,608.41 $	91,217
Digital Intercom		2			Included
Pin Hole Camera		2			Included
2D Barcode Kit		2			Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	2			Included
Px EMV Terminal Kit		2			Included
PX NFC Kit		2			Included
Basic Coder		2			Included
Entry device (Power.Gate)		3	$	20,187.42 $	60,562
3 Ethernet Port+2SFP Hard Switch		3			Included
Digital Intercom		3			Included
Pin Hole Camera		3			Included
Tagmaster LR3 Pro S Access Kit		2	$	4,931.74 $	9,863
Mounting Plate Lane Equipment		3			Included
Offset Bollard		3			Included
2D Barcode Kit		3			Included
Basic Coder		3			Included
Lane UPS		3			Included
Entry Gate Arms (Barrier.Gate)		3	$	6,125.52 $	18,377
ADA Folding Arm		3			Included
Mounting Plate Lane Equipment		3			Included
Straight Bollard		3			Included
Exit device (Power.Gate)		2	$	25,323.67 $	50,647
3 Ethernet Port+2SFP Hard Switch		2			Included

Item	Description	Qty	Unit Price		Total
Digital Intercom		2			Included
Pin Hole Camera		2			Included
Mounting Plate Lane Equipment		2			Included
Offset Bollard		2			Included
2D Barcode Kit		2			Included
Px EMV Terminal Kit		2			Included
PX NFC Kit		2			Included
Unlimited Coder and Feeder		2			Included
Lane UPS		2			Included
Exit Gate Arms (Barrier.Gate)		2	$	6,126.52	$ 12,253
ADA Folding Arm		2	$	1,027.80	Included
Mounting Plate Lane Equipment		2			Included
Straight Bollard		2			Included
Sign	LED lot full sign	1	$	1,055.00	$ 1,055
Items Needed					
Cisco Manage Switch SF200-24		1	$	336.00	$ 336

				TOTAL	$ 244,311

Garage 5

Item	Description	Qty	Unit Price		Total
Pay station Cash		2	$	45,608.33	$ 91,217
Digital Intercom		2			Included
Pin Hole Camera		2			Included
2D Barcode Kit		2			Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	2			Included
Px EMV Terminal Kit		2			Included
Basic Coder		2			Included
Pay station Credit		1	$	23,465.56	$ 23,466
Digital Intercom		1			Included
Pin Hole Camera		1			Included
2D Barcode Kit		1			Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	1			Included
Px EMV Terminal Kit		1			Included
Px NFC Kit		1			Included
Basic Coder		1			Included
Entry device (Power.Gate)		1	$	20,187.42	$ 20,187
3 Ethernet Port+2SFP Hard Switch		1			Included
Digital Intercom		1			Included
IP Pinhole Camera		1			Included
Mounting Plate Lane Equipment		1			Included
Offset Bollard		1			Included
2D Barcode Kit		1			Included

Item	Description	Qty	Unit		Total	
Basic Coder		1				Included
Lane UPS		1				Included
Tagmaster LR3 Pro S Access Kit		2	$	4,931.74	$	9,863
Entry Gate Arms (Barrier.Gate)		1	$	6,125.52	$	6,126
ADA Folding Arm		1				Included
Mounting Plate Lane Equipment		1				Included
Straight Bollard		1				Included
Exit device (Power.Gate)		1	$	25,323.67	$	25,324
3 Ethernet Port+2SFP Hard Switch		1				Included
Digital Intercom		1				Included
IP Pinhole Camera		1				Included
HID Kit		1				Included
Mounting Plate Lane Equipment		1				Included
Offset Bollard		1				Included
2D Barcode Kit		1				Included
Px EMV Terminal Kit		1				Included
PX NFC Kit		1				Included
Unlimited Coder and Feeder		1				Included
Lane UPS		1				Included
Exit Gate Arms (Barrier.Gate)		1	$	6,125.52	$	6,126
ADA Folding Arm		1	$	1,027.80		Included
Mounting Plate Lane Equipment		1				Included
Straight Bollard		1				Included
Sign	LED lot full sign	1	$	1,055.00	$	1,055
Items Needed						
Cisco Manage Switch SF200-24		1	$	336.00	$	336
Optional items not included in bid						
HID Kit	Optional: Monthly Parkers reload card from POF Credit ONLY	1	$	1,559.55		NOT Included

				TOTAL	$	**183,699**

Garage 9

Item	Description	Qty	Unit		Total	
Pay station Cash		2	$	45,608.33	$	91,217
Digital Intercom		2				Included
Pin Hole Camera		2				Included
2D Barcode Kit		2				Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	2				Included
Px EMV Terminal Kit		2				Included
PX NFC Kit		2				Included
Basic Coder		2				Included
Pay station Credit		1	$	23,465.56	$	23,466
Digital Intercom		1				Included

Item	Description	Qty	Unit Price		Total
Pin Hole Camera		1			Included
2D Barcode Kit		1			Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	1			Included
Px EMV Terminal Kit		1			Included
Px NFC Kit		1			Included
Basic Coder		1			Included
Entry device (Power.Gate)		2	$	20,187.42 $	40,375
3 Ethernet Port+2SFP Hard Switch		2			Included
Digital Intercom		2			Included
IP Pinhole Camera		2			Included
HID Kit		2			Included
Mounting Plate Lane Equipment		2			Included
Offset Bollard		2			Included
2D Barcode Kit		2			Included
Basic Coder		2			Included
Lane UPS		2			Included
Tagmaster LR3 Pro S Access Kit		2	$	4,931.74 $	9,863
Entry Gate Arms (Barrier.Gate)		2	$	6,125.52 $	12,251
ADA Folding Arm		2	$	1,027.80	Included
Mounting Plate Lane Equipment		2			Included
Straight Bollard		2			Included
Exit device (Power.Gate)		2	$	25,323.67 $	50,647
3 Ethernet Port+2SFP Hard Switch		2			Included
Digital Intercom		2			Included
IP Pinhole Camera		2			Included
HID Kit		2			Included
Mounting Plate Lane Equipment		2			Included
Offset Bollard		2			Included
2D Barcode Kit		2			Included
Px EMV Terminal Kit		2			Included
PX NFC Kit		2			Included
Unlimited Coder and Feeder		2			Included
Lane UPS		2			Included
Exit Gate Arms (Barrier.Gate)		2	$	6,125.52 $	12,251
ADA Folding Arm		2	$	1,027.80	Included
Mounting Plate Lane Equipment		2			Included
Straight Bollard		2			Included
Sign	LED lot full sign	1	$	1,055.00 $	1,055
Items Needed					
Cisco Manage Switch SF200-24		1	$	336.00 $	336
			TOTAL $		**241,461**

Garage 12

Item	Note	Qty	Unit Price	Total
Pay station Cash		2	$ 45,608.41	$ 91,217
Digital Intercom		2		Included
Pin Hole Camera		2		Included
2D Barcode Kit		2		Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	2		Included
Px EMV Terminal Kit		2		Included
PX NFC Kit		2		Included
Basic Coder		2		Included
Pay station Credit		1	$ 23,465.56	$ 23,466
Digital Intercom		1		Included
Pin Hole Camera		1		Included
2D Barcode Kit		1		Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	1		Included
Px EMV Terminal Kit		1		Included
Px NFC Kit		1		Included
Basic Coder		1		Included
Entry device (Power.Gate)		2	$ 20,187.42	$ 40,375
3 Ethernet Port+2SFP Hard Switch		2		Included
Digital Intercom		2		Included
Pin Hole Camera		2		Included
HID Kit		2		Included
Mounting Plate Lane Equipment		2		Included
Offset Bollard		2		Included
2D Barcode Kit		2		Included
Basic Coder		2		Included
Lane UPS		2		Included
Tagmaster LR3 Pro S Access Kit		2	$ 4,931.74	$ 9,863
Entry Gate Arms (Barrier.Gate)		2	$ 6,125.52	$ 12,251
ADA Folding Arm		2	$ 1,027.80	Included
Mounting Plate Lane Equipment		2		Included
Straight Bollard		2		Included
Exit device (Power.Gate)		2	$ 25,323.67	$ 50,647
3 Ethernet Port+2SFP Hard Switch		2		Included
Digital Intercom		2		Included
Pinhole Camera		2		Included
HID Kit		2		Included
Mounting Plate Lane Equipment		2		Included
Offset Bollard		2		Included
2D Barcode Kit		2		Included
Px EMV Terminal Kit		2		Included

Item	Description	Qty	Unit Price		Total
PX NFC Kit		2			Included
Unlimited Coder and Feeder		2			Included
Lane UPS		2			Included
Exit Gate Arms (Barrier.Gate)		2	$	6,125.52 $	12,251
ADA Folding Arm		2			Included
Mounting Plate Lane Equipment		2			Included
Straight Bollard		2			Included
Sign	LED lot full sign	1	$	1,055.00 $	1,055
Items Needed					
Cisco Manage Switch SF200-24		1	$	336.00 $	336
RFID Kit		2	$	829.74 $	1,659
SKIDATA Door Reader W/intercom		2	$	3,862.03 $	7,724
OL Door Access Device		2	$	150.00 $	300

Garage 12 New Nested Area (Hotel Valet)

Item	Description	Qty	Unit Price		Total
Entry Pedestal for Card Reader		1	$	5,686.82 $	5,687
Digital Intercom		1			Included
HID Prox Point + SD582 Kit		1			Included
Offset Bollard		1			Included
Entry Gate Arms (Barrier.Gate)		1	$	6,125.52 $	6,126
Barrier Gate Boom 10 ft Arm		1			Included
Mounting Plate Lane Equipment		1			Included
Straight Bollard		1			Included
Exit Pedestal for Card Reader		1	$	5,686.82 $	5,687
Digital Intercom		1			Included
HID Prox Point + SD582 Kit		1			Included
Offset Bollard		1			Included
Exit Gate Arms (Barrier.Gate)		1	$	6,125.52 $	6,126
Barrier Gate Boom 10 ft Arm		1	$	303.50	Included
Mounting Plate Lane Equipment		1			Included
Straight Bollard		1			Included
Installation	(Islands, Loops, Wire)	1	$	26,820.00 $	26,820
				TOTAL $	**301,589**

Item	Description	Qty	Unit Price	Total
Workstation IoT		1	$ 10,602.30	10602
2D/QR Desk Scanner		1		Included
Cash drawer		1		Included
Epson Receipt Printer		1		Included
Protection. Care Anti Virus PC	Recurring Items included in the 1st Year	1		Included
Px Attended EMV Reader Pin pad		1		Included
Remote Workstation with Coder		1		Included

Item	Note	Qty		Unit Price		Total
Sweb.Validate-2D/QR Desk Scanner		1				Included
Sweb.Validate-Mobile Phone License	Recurring Items included in the 1st Year	1				Included
Sweb.Validate Car Park License		1	$	4,802.42	$	4,802
				TOTAL	**$**	**15,405**

Commend Intercom		1	$	13,619.40		13619
ET901 Pulse Open Board		1				Included
G3 License Upgrade		3	$	1,412.00	$	4,236
GE300 Digital Subscribers W/ Tel Card		1				Included
				TOTAL	**$**	**17,855**

Software/ Server Room/ System Controls/ Validation						
IntegraPark Paris on the Web		1	$	7,066.00	$	7,066
IntegraPark Paris Annual License	Recurring Items included in the 1st Year	1				Included
IntegraPark Paris Software		1	$	4,680.00	$	4,680
Interface "Data Warehouse"		1				Included
NAS Veeam Backup / Recovery Kit		1	$	7,184.36	$	7,184
Online Connection Service "Transactions&Payments" - sweb		1				Included
Online Connection Service "Validation Administration" - sweb		1				Included
Parking.Logic Licenses IoT		1	$	3,197.72	$	3,198
Operating License Online Connection Service (1 conn.) - sweb		1				Included
Package Audit and Finance	Recurring Items included in the 1st Year	1				Included
Package Operational Reports	Recurring Items included in the 1st Year	1				Included
PARIS import legacy per CP		1	$	922.00	$	922
Parking.Logic System		1	$	8,356.91	$	8,357
Parking.Logic Server V11 - 5CP		1				Included
Parconnect Integration		1	$	-	$	-
Passler Network Monitor (PTRG) - Annual	Recurring Items included in the 1st Year	1				Included
Physical PPC w Lane Box		5	$	5,436.12	$	27,181
PI Export Report Data to PDF		1				Included
Protect.Care Anti-Virus - Per PC	Recurring Items included in the 1st Year	5				Included
Protect.Care Anti-Virus - Server	Recurring Items included in the 1st Year	1				Included
Parking.Logic Access Card Management		1	$	1,928.07	$	1,928
SFTW Advanced Settings		1				Included
SFTW Articles		1				Included
SFTW Car Parks		1				Included
SFTW Change Log		1				Included
SFTW Credit/Debit Cards		1				Included

SFTW Customers		1				Included
SFTW Customizable Reports		1				Included
Parking.Logic Payment Card		1	$	2,968.94	$	2,969
SFTW External Card Systems		3				Included
SFTW Money		1				Included
SFTW PCI Payment Card Industry		1				Included
SFTW Rate Management		1				Included
Parking.Logic Reports		1	$	1,666.36	$	1,666
SFTW Settings		1				Included
sweb.Control 2.0 Mobile	Recurring Items included in the 1st Year	1				Included
Sweb.Control		1	$	4,040.00	$	4,040
sweb.Control license one additional CP	Recurring Items included in the 1st Year	4				Included
sweb.Control software license 1 CP	Recurring Items included in the 1st Year	1				Included
sweb.Report license	Recurring Items included in the 1st Year	4				Included
sweb.Report license 1 addl CP	Recurring Items included in the 1st Year	1				Included
Sweb.Report		1	$	3,240.77	$	3,241
Sweb.Validate Car Park License Additional	Recurring Items included in the 1st Year	4				Included
Sweb.Validate		1	$	3,187.07	$	3,187
Virtual Control Unit for Applications (VM)		1				Included
VMware Server and Rack IoT		1	$	-	$	-
IF "Operator Services" Control		1				Included
Indoor PPC - Server V11		5				Included
Watchguard Firebox M200		1				Included
				TOTAL	**$**	**75,619**

Misc

Tickets	Coder 460 Tickets for Stock	35	$	400.00	$	14,000
Reciept Stock	Thermal Reciept Rolls	30	$	70.00	$	2,100
Tagmaster Tag Win-Fix		100	$	20.55	$	2,055
Installation				Included		Included
2 year warranty				Included		Included
Project Services	Included			Included		Included
Commissioning	Such as a building, piece of equipment			Included		Included
Labor				Included		Included
Training at SKIDATA		40	$	110.00	$	4,400
Freight		1	$	9,761.00	$	9,761
Sub Contract Total (Includes)		1	$	364,000.00	$	364,000
Sparky Electric	Booth Demolition & Removal		$	321,600.00		
	Entry Exit Column & Gates Removal/Installation					
	New Loops (24 Month Warranty provided by Sparky)					
	Connection Wire					

Sentry Controls	Stamped Electrical/Engineering Drawings			$	15,000.00	
Sentry Controls	Server Design Build & Documentation			$	5,000.00	
Wage or Insurance Premiums			1	$	20,454.00	$	20,454
Sale Tax			1	$	82,560.00	$	82,560

				TOTAL $	499,330

Recurring Items included in the 1st Year

Software Licenses	identify each license separately			
Protection. Care Anti Virus PC	22	$	118.25	$	2,602
sweb.Control license one additional CP	4	$	2,430.07	$	9,720
sweb.Report license for one additional CP	4	$	1,852.60	$	7,410
Sweb.Validate Car Park License	1	$	4,802.42	$	4,802
sweb.Control software license 1 CP	1	$	3,868.79	$	3,869
Passler Network Monitor (PTRG) - Annual	1	$	3,350.00	$	3,350
sweb.Control 2.0 Mobile	1	$	2,901.10	$	2,901
sweb.Report License for one CP	1	$	2,857.74	$	2,858
Sweb.Validate Car Park License Additional Car Parks	4	$	709.61	$	2,838
Protect.Care Anti-Virus - Server	1	$	354.75	$	355
IntegraPark Paris Annual License	1	$	563.00	$	563
Package Operational Reports	1	$	965.72	$	966
Package Audit and Finance	1	$	965.72	$	966
Sweb.Validate-Mobile Phone License	1	$	242.27	$	242
Operating License Online Connection Service (1 conn.) - sweb	1	included		included

			TOTAL $	43,442

BASE BID					SUBTOTAL	$	1,873,694
					Concrete & Labor Credit	$	(28,512)
					Revised Base Bid	$	1,845,182
Year 2 Software Licenses						$	43,442
Contingency		10% of $1,769,563				$	176,956
Performance Bond	$11.00 USD per $1000	Base Bid less software costs and contingency = $1,769,563				$	17,296
		MAXIMUM COMPENSATION				$	2,082,876

Price below is based MSRP is the manufacturer's suggested retail price

BELOW: Install, Project Servers, Labor, Freight, Wages, Insurance and Tax cost has not been included in alternative options.

OPTIONS:	LED Lighted Gate Arms (Straight- 10 FT)	1	850.00	1,403.00
	Magnetic Locking Gate Boom	1	1,000.00	1,656.00

Spare Parts (Recommended to Store on Site)

	Replacement Gate Arms (Straight)	3	315.00	945.00
	Replacement Gate Arms (Artigulating)	3	1,030.00	3,090.00
	Breakaway bolts for Gate Arms	100	4.56	456.00
	Thermal print module for Coders	4	1,065.00	4,260.00
			Total	**8,751.00**

EXHIBIT C
PARKING.LOGIC SOFTWARE LICENSE AGREEMENT

This Parking.Logic Software License Agreement ("License Agreement") is entered into as of the City's execution date ("Effective Date") between the City of Santa Rosa, a municipal corporation ("Licensee" or "City"), and Skidata, Inc., a Delaware Limited Liability Company registered to conduct business in the State of California ("Licensor" or "Contractor"). Each of Licensee and Licensor are sometimes referred to as a "Party" and collectively as the "Parties."

1.   GENERAL

This Parking.Logic Software License Agreement ("License Agreement") has been negotiated and executed in conjunction with the Agreement for Purchase, Implementation, and Maintenance of Parking Access and Revenue Control System for the Department of Transportation ("Agreement") between Licensor and the CITY.

This License Agreement applies to all software components, developed by Contractor, which comprise of the Skidata Parking.Logic PARCS Software ("Parking.Logic Software") and its associated software modules as further defined in Appendix A-3. Parking.Logic Software shall include any documentation, upgrades, updates, customizations or enhancements thereto.

2.   TERM OF SOFTWARE LICENSE

This License Agreement shall commence upon the Effective Date and shall continue in perpetuity unless sooner terminated in accordance with the provisions of this License Agreement.   ·

3.   RELATIONSHIP TO PARCS AGREEMENT

The Parties intend that the provisions of this License Agreement shall not conflict with the terms, conditions, and requirements of the Agreement. This License Agreement was procured and negotiated as part of the CITY's procurement of the PARCS that Licensor will provide under the Agreement but this License Agreement is separate from the Agreement, and the parties' respective rights and obligations under this License Agreement are not subject to and are not co-terminus with the Agreement. The term of the license granted under this License Agreement is perpetual and shall not expire or otherwise be terminated upon the expiration or termination of the Agreement.

4.   LICENSE

4.1.   Right to Grant License. Licensor hereby warrants that it has title to and/or the authority to grant the license of the Parking.Logic Software to the City described in this License Agreement.

4.2.   Grant of License. Subject to the terms and conditions of this License Agreement, as of the Effective Date, Licensor grants to City a non-exclusive and non-transferable, perpetual, enterprise license to use the Parking.Logic Software for the management and operation of the PARCS in the City's parking facilities and the City's management offices ("Designated Sites") specified in Appendix A-2. City acknowledges and agrees that the Licensed Materials are the proprietary information of Licensor and that this License Agreement grants City no title or right of ownership in the Licensed Materials beyond the use rights stated in this License Agreement.

4.3.   Restrictions on Use. City is authorized to use the Parking.Logic Software only for City's internal purposes and only on the computer system, servers/back-up servers and their associated units located at the Designated Sites ("Designated CPUs"). City agrees that it will, through its best efforts, not use or permit the Parking.Logic Software to be used in any manner, whether directly or indirectly, that would enable any other person or entity to use the Parking.Logic Software on other than the Designated CPUs or Sites.

4.4.   Use on other than Designated CPU or Site. A back-up or replacement CPU shall be located at each Facility, which shall be configured to seamlessly takeover the operations of the main server should the main server fail to function.

4.5.   Back-up Copies. For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Parking.Logic Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is owned or controlled by City. The use of such archival copy shall be limited to: (a) the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness and (b) during any period subsequent to the occurrence of an actual disaster during which the City cannot operate the Parking.Logic Software on the Designated CPU or at the Designated Site. City agrees to furnish evidence of its disaster recovery plan and procedures upon Licensor's request.

4.6.   Transfer of Products. City may move the Parking.Logic Software and supporting materials to another City site which physically replaces the original installation site upon prior written notice to Licensor.

4.7.   English Required. All data, documents, descriptions, diagrams, instructions, and correspondence shall be in the English language.

4.8.   Proprietary Markings. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Parking.Logic Software or any related materials or Documentation.

4.9.   Authorized Modification. City shall also be permitted to develop integrated applications for use with the Licensor's published standard APIs. The integrated applications developed by the City shall become the property of the City. Additional integration charges for certification, testing and use may apply.

5.   COMPENSATION

5.1.   City shall pay Licensor a license fee as compensation for the license provided under this License Agreement as follows: $75,619.00 for year one and $43,442.00 every year thereafter.

5.2.   Compensation shall be due and payable as part of the compensation set forth in Exhibit B.

6.   DELIVERY, INSTALLATION AND ACCEPTANCE

6.1.   Licensor shall deliver, install, configure and test the Parking.Logic Software in accordance with the Scope of Services (Exhibit A).

6.2. If any of the software products are lost or damaged during shipment or before installation is completed, Licensor shall promptly replace such products, including the replacement of program storage media if necessary, at no additional charge to the City. If any of the software products are lost or damaged while in the possession of the city, Licensor will promptly replace such products without charge, except for program storage media, unless supplied by the City.

7.   REPRESENTATIONS AND WARRANTIES

7.1. Licensor warrants that the Parking.Logic Software supplied under this License Agreement shall conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Agreement, this License Agreement, and applicable documentation.

7.2. Licensor warrants that all work under this License Agreement is rendered with reasonable care and skill.

7.3. Licensor warrants that it will use its best efforts to ensure that no computer virus, malware, or similar items are introduced into City's computing and network environment by the Software.

7.4. Licensor warrants that the Parking.Logic Software is free of any mechanism which may disable the Parking.Logic Software and Contractor warrants that no loss of City data will result from such items if present in the Parking.Logic Software.

7.5. Licensor does not warrant that the Parking.Logic Software shall be error free. But during the Warranty Period and during any period for which the City has paid for Maintenance Services as described in Appendix A-6, Licensor shall, at its own expense, promptly correct or bypass any reproducible malfunction or lack of conformity with specifications, functions, descriptions, standards and criteria set forth in the Agreement, this License Agreement, and applicable documentation.

7.6. Notwithstanding any provision to the contrary, Licensor shall have no obligation to repair or replace the Parking.Logic Software if:

7.6.1. The Parking.Logic Software has been modified by any party other than Licensor, without Licensor's prior written consent; or

7.6.2. The defect is the result of:

7.6.2.1	any improper storage, handling or use of the Parking.Logic Software by City; or any use of the Parking.Logic Software by City in conjunction with another software that is electronically or mechanically incompatible or of an inferior quality; or
7.6.2.2	modifications by City to the interface specifications that Licensor does not agree to; or
7.6.2.3	any damage to the Parking.Logic Software by power failure, fire, explosion or any act of God or other cause beyond Licensor's control;
7.6.2.4	or installation not performed in accordance with the Licensor's procedures and/or instructions.

7.7. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT AND THIS LICENSE AGREEMENT, LICENSOR DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, AND ANY AND ALL IMPLIED WARRANTIES THAT MAY BE APPLICABLE UNDER THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE STATUTES, INCLUDING IMPLIED WARRANTIES ARISING BY USAGE OR CUSTOM OF TRADE.

8. SOURCE CODE PROVIDED UPON DISCONTINUATION OF AGREEMENT

8.1. Licensor agrees that in the event it discontinues its obligations under the terms of this License Agreement, except as expressly provided for in Section 11 (Termination), or ceases to market and/or provide maintenance and support for the Parking.Logic Software, and there is no successor in interest by merger, operation of law, assignment, purchase, or otherwise, it will provide City, without charge, one (1) copy of the then-current source code for all of the programs and all supporting documentation for the Parking.Logic Software then operating and installed at City's locations. If City should obtain the source code and the documentation pursuant to this section, the only use made of the source code and the documentation will be for the proper maintenance of the Parking.Logic Software in connection with City's use of the Parking.Logic Software as provided for, and limited by, the provisions of this License Agreement.

8.2. In furtherance of its obligations as stated above, Licensor will provide to City a copy of the source code which corresponds to the most current version of the Parking.Logic Software. Licensor agrees to update, enhance or otherwise modify such source code promptly upon its release of a new version of the Parking.Logic Software to its other Licensees such that the source code is maintained as corresponding to the newest released version of the Parking.Logic Software.

9. PCI DATA SECURITY REQUIREMENTS

The Parking.Logic Software shall comply with the Payment Card Industry Data Security Requirements as set forth in the Agreement.

10. WARRANTY AGAINST INFRINGEMENT

10.1. Licensor agrees to defend and indemnify City of all direct losses, costs and damages resulting from a determination that the Parking.Logic Software as supplied to City infringes any Canadian or United States patent rights, copyrights or trademarks provided that: City promptly notifies Licensor in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows Licensor sole control of the defense and/or settlement thereof; and provides such reasonable cooperation as Licensor may require. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Licensor's express prior written consent. In no event will Licensor be liable for the payment of any amount agreed to in settlement without its express consent. In the event that City is enjoined from use of the Parking.Logic Software due to a proceeding based upon the infringement of patent, copyright or trademark in the United States or Canada, Licensor shall, at its option, either:

10.1.1. Modify the Parking.Logic Software, at Licensor's expense, so it becomes non-infringing; or

10.1.2. Replace the infringing Parking.Logic Software with equal non-infringing

Parking.Logic Software, at Licensor's expense; or

10.1.3. Procure, at Licensor's expense, the necessary licenses for the City to continue using the Parking.Logic Software; or

10.1.4. Remove the Parking.Logic Software and refund the purchase price and transportation costs thereof.

10.2. Contractor shall have no liability in respect of any claim based upon:

10.2.1. Use, operation or combination of the Parking.Logic Software with software, hardware, data, or other material not supplied by Contractor if such infringement would have been avoided but for such use, operation or combination; or

10.2.2. Use of the Parking.Logic Software other than in accordance with Licensor's specifications if such infringement would have been avoided but for use of the Parking.Logic Software not in accordance with Licensor's specifications; or

10.2.3. Parking.Logic Software that has been modified by any party other than Licensor if such infringement would have been avoided but for such modification.

11.   TERMINATION

11.1.   Termination for Convenience. City shall have the right to terminate this License Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

11.2.   Termination for Default. If Contractor fails to perform any of its material obligations under this License Agreement, in addition to all other remedies provided by law, City may terminate this License Agreement immediately upon written notice.

11.3.   Termination Authority. The Director of Finance ("Director") is empowered to terminate this License Agreement on behalf of City.

11.4.   Consequences of Termination. In the event of termination, Licensor shall deliver to City copies of all reports, documents, and other work performed by Licensor under this License Agreement, and upon receipt thereof, City shall pay Licensor for services performed and reimbursable expenses incurred to the date of termination. In addition, in the event of termination, City will relinquish all software licenses owned by Licensor and discontinue use of Licensor's network.

11.5.   Termination of License by Licensor. Licensor shall have the right to terminate the Software License under this License Agreement if City fails to pay the License Fee or breaches a material term of said license and fails to remedy said breach within thirty (30) days following receipt of notice of said breach from Licensor.

12.   INDEMNIFICATION

Licensor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification. This provision shall survive the termination of this Agreement.

13. LIMITATION OF LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES

Licensor shall be responsible for incidental and consequential damages resulting in whole or in part from Licensor's acts or omissions. Licensor's liability to the City for incidental and consequential damages shall be limited to five million dollars ($5,000,000) per incident giving rise to a claim against Licensor by the City. Licensor's liability to third parties is not limited, to the extent attributable to Licensor's acts or omissions. This Limitation of Liability does not limit Licensor's obligation to indemnify the City from any claim or action brought by a third party. Nothing in this License Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

14. LIABILITY OF CITY

Notwithstanding any other provision of this License Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, City's liability under this License Agreement shall be limited to the payment of the License Fee as provided for in Exhibit B.

15. NONDISCLOSURE

City agrees that it shall treat the Parking.Logic Software with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the Parking.Logic Software is accepted by the City until the license is terminated as provided herein. The obligations of the City set forth above, however, shall not apply to the Parking.Logic Software, or any portion thereof, which:

15.1. is now or hereafter becomes publicly known;

15.2. is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;

15.3. is known to the City prior to its receipt of the Parking.Logic Software;

15.4. is subsequently developed by the City independently of any disclosures made hereunder by Licensor;

15.5. is disclosed with Licensor's prior written consent;

15.6. is disclosed by Licensor to a third party without similar restrictions.

16. PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

16.1. Confidentiality. All data and information generated, collected, developed, discovered or otherwise saved in the System exclusively for the City (collectively the "Data") by the Contractor in the performance of this License Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

16.2.   Ownership of Materials. City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project, and developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by City's facilities or personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned.

16.3.   Ownership of Data. The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under the Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of this License Agreement without the express written consent of the City. Contractor shall provide City with,a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

16.4.   Enforcement. The City and Contractor agree that damages are not adequate, and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this License Agreement.

17.   FORCE MAJEURE

17.1.   Force Majeure shall mean any act of God or any other cause beyond a Party's control (including, but not limited to, an act of war, terror, riot or civil commotion, strike, lock-out, plant shutdown, material shortage, delay in transportation, earthquake, severe weather such as hurricane or tornado, flood, or other catastrophe, or delay in performance by its suppliers or subcontractors for any similar cause), that could not have been reasonably foreseen, avoided or mitigated. Neither Party shall by reason of Force Majeure be deemed in default of this License Agreement, entitled to terminate this License Agreement for cause, nor have any claim for damages against the other for its failure to perform or delay in performance under the License Agreement as a result of such Force Majeure. If the performance in whole or part of any obligation under this License Agreement is delayed by reason of any such event of Force Majeure for a period exceeding three months, the Parties shall discuss and review in good faith the desirability and conditions of terminating this PARCS Agreement.

The prevented or delayed party shall, as soon as it becomes aware of an event of Force Majeure, immediately inform the other Party of the nature and the beginning and the end of the Force Majeure circumstances preventing the performance of this License Agreement.

18.   ASSIGNABILITY

Unless specifically preauthorized in writing by City, such authorization not to be unreasonably withheld, Licensor may not assign the performance of any obligation or interest under this License Agreement. Any attempt by Licensor to assign this License Agreement, in violation of this Section, will be voidable at City's sole option.

19.   GOVERNING LAW

This License Agreement must be construed -- and its performance enforced--under California law.

20.   VENUE

In the event that suit is brought by either Party to this License Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Sonoma, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California.

21.   MISCELLANEOUS

a)   **Survival of Provisions.** If any part of this License Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

b)   **Assignment.** Subject to the provisions of Section 18 (Assignability), this License Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

c)   **Headings.** The headings of the sections and exhibits of this License Agreement are inserted for convenience only. They do not constitute part of this Software License Agreement and are not to be used in its construction.

d)   **Authority of City Manager.** Where this License Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

CONSULTANT:

Name of Firm: Skidata, Inc.

TYPE OF BUSINESS ENTITY

_____Corporation

Signatures of Authorized Persons:

By: _____

Print Name: Robert Weiskopf

Title: Chairman of the Board

By: _____

Print Name: Julie A. White

Title: CFO, Secretary/Treasurer

City of Santa Rosa Business Tax Cert. No.

_____

CITY OF SANTA ROSA
a Municipal Corporation

By:_____

Print
Name:_____

Title:_____

APPROVED AS TO FORM:

_____
Office of the City Attorney

ATTEST:

_____
 City Clerk

EXHIBIT D GENERAL CONDITIONS AND INSURANCE REQUIREMENTS
1 GENERAL

The work described herein shall be done in accordance with the "Agreement Documents," which are the:

1. Agreement
2. EXHIBIT A   Scope of Services
   Appendix A-1: Technical Specifications
   Appendix A-2: Project Locations
   Appendix A-3: Licensed Materials
   Appendix A-4: Final System Acceptance Certificate
   Appendix A-5: Preliminary Project Implementation Schedule
   Appendix A-6: Warranty and Maintenance Services
   Appendix A-7: Payment Card Industry (PCI-DSS/PCA-DSS)
   Requirements Appendix A-8: Work Order Form
3. EXHIBIT B   Compensation and Payment Schedule
   Appendix B-1: System Cost Breakdown
   Appendix B-2: Warranty & Maintenance Services Price List
4. EXHIBIT C   Parking.Logic Software License Agreement ("License Agreement")
5. EXHIBIT D   General Condictions & Insurance Requirements
6. EXHIBIT E   Change Order Form
7. EXHIBIT F   Notice of Exercise of Option to Extend Agreement
8. 2010 ADA Standards for Accessible Design
9. City of Santa Rosa Design and Construction Standards (City Standards)
10. City of Santa Rosa Construction Specifications for Public Improvements (City Specifications)
11. State of California Department of Transportation Standard Specifications 2010 (Standard Specifications)
12. State of California Department of Transportation Standard Plans 2010 (Standard Plans)

Please contact the City of Santa Rosa Public Works Department for access to Items 10-11 above, Municipal Services Center South, 69 Stony Circle, Santa Rosa, CA 95401.

Whenever the Standard Specifications use the terms State of California, Department of Transportation, Director, Engineer or Project Manager, or Laboratory, the following terms shall be substituted therefor, and any reference to any of the foregoing terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

For State of California - the City of Santa Rosa;

For Department - the City of Santa Rosa Department of Parking;

For City Representative- the City of the City of Santa Rosa Project Manager or the City Engineer or Project Manager's authorized agents;

Unless otherwise provided, whenever in these General Conditions attention is directed to specific

provisions in the Standard Specifications, such direction shall not be interpreted as excluding other applicable provisions of the Standard Specifications.

Unless otherwise provided, when sections and subsections of the Standard Specifications are used in these Special Provisions, such use is not exclusive and shall not be interpreted as excluding other applicable provisions of said sections and subsections but is only intended to add to or modify such sections or subsections.

Unless otherwise provided, full compensation for compliance with these General Conditions is included in the Maximum Compensation and no additional allowance will be made to Contractor therefor.

2 BIDDING: INTENTIONALLY OMITTED

3 CONTRACT AWARD AND EXECUTION

3-1.07 Insurance:

Insurance: Contractor shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the Agreement is a material element of the Agreement. Failure by Contractor to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage applicable to the scope of this contract, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Agreement by Contractor, whereas the City shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Agreement. In the event Contractor retains or utilizes any subcontractors or sub-consultants in performance of Project work, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth below.

Insurance Requirements:

A. **Insurance Policies:** Contractor shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with an AM Best rating of no less than A-:VI or a rating otherwise acceptable to City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	$ 3 million per occurrence $ 3 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of 365 days after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used). Coverage shall not exclude subsidence.

2. Business auto coverage	$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos.
3. Professional liability (E&O)	$ 1 million per claim $ 1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and Employer's Liability	$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B.   Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
    a. For any claims related to this Agreement, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non ISO CGL policies.
    b. The City of Santa Rosa, its officers, agents and employees are to be covered as additional insureds on the CGL policy. Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.

C.   Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers.   All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Agreement and for a period of 365 days following City's acceptance of the work.

D.   Other Insurance Provisions:

1.   No policy required by this Agreement shall prohibit Contractor from waiving any right

of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. "Defense costs must be paid in addition to coverage amounts, with the exception of claims made coverage (if applicable) noted in provision 3-1.07.A.3

3. Self-insured retentions above $10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.

4. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3-1.22 Subcontractors: Contractor shall furnish a list of all subcontractors performing work in excess of ½ of 1 percent of the total Agreement price. The list shall include the name, business address, DIR registration number and the state Contractor's license number of each subcontractor on the list and the names of the responsible managing employees whose names appear on the subcontractors' licenses.

4 SCOPE OF WORK: INTENTIONALLY OMITTED

5 CONTROL OF WORK

5-1.20B(4)(a) Offsite Staging Areas and Construction Yards: Attention is directed to Santa Rosa City Code section 20-52.040, Temporary Use Permit.

A Temporary Use Permit shall be obtained for any offsite construction yard on private property to be used for any of the following:

     a.   Stockpiling of equipment and/or materials;
     b.   Staging of construction;
     c.   Placement of work trailers or mobile offices;
     d.   Storage of trench spoils; or
     e.   Other construction related activities not specifically enumerated above.

5-1.26 Lines and Grades: Contractor shall carefully preserve all bench marks, grade stakes, and all other survey markers. In the case of willful or careless destruction, Contractor shall bear the cost of replacing the markers.

Contractor shall contact the Engineer directly for coordination of survey staking. Written staking requests must be submitted at least two working days in advance of the date and time stakes are needed.

5-1.30A Inspection: Contractor shall bear all costs associated with the re-inspection of any defective, rejected or unauthorized work as determined by the City Representative's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party consultant inspectors, will be deducted from one or more progress payments hereunder.

5-1.36A Property and Facility Preservation: Attention is directed to Section 5-1.36 of the Standard Specifications.

At Contractor's sole expense, all fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, and any other improvements that are damaged, removed or destroyed because of Contractor's operations, shall be replaced in accordance with City Standards at a minimum and restored

to the same or better condition. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

5-1.36E Obstructions: Attention is directed to Section 5-1.36 of the Standard Specifications and to the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains and water and sewers systems, the locations of which are not shown on the Project Plans. The determination of the location of these facilities and the cost of repair or replacement in the event of damage to such facilities are the sole responsibility of Contractor.

Should Contractor alter any public utility or private improvements to facilitate its operations or for its sole benefit, which alteration would not be otherwise required, Contractor shall make whatever arrangements are necessary with the owner or controlling authorities and shall bear all expenses in connection therewith. Any damages to any public utility or private improvement caused by Contractor shall be repaired by Contractor at its sole expense and to the full satisfaction of the Engineer or the controlling authority.

Any subsurface information and data furnished under any part of this Agreement are not intended as a representation or warranty but are furnished for information only. It is expressly understood that the City will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by Contractor. The information is made available so that Contractor may have ready access to the same information available to the City and is not part of this Agreement.

PRIOR TO STARTING ANY EXCAVATION, CONTRACTOR SHALL (AT LEAST TWO WORKING DAYS IN ADVANCE) CALL UNDERGROUND SERVICE ALERT (USA) toll free at (800) 227-2600 and provide USA with all necessary data relative to the proposed excavation. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m., calls will be recorded and then processed after
7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, Contractor shall contact the owner of the affected facility.

Contractor shall coordinate all work with the appropriate City field personnel. When City work forces are required at the job site to perform Agreement items of work, Contractor shall give a minimum of two working days advanced notification to the appropriate field office:

Water Division:	(707) 543-4200
Sewer Division:	(707) 543-4200
Street Division:	(707) 543-3880
Survey Division:	(707) 543-3834

5-1.43 Arbitration: Any references to Arbitration in the Standard Specifications are deleted in their entirety.

6 CONTROL OF MATERIALS: INTENTIONALLY OMITTED

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02A(1) Forfeitures for Health and Safety Violations: Contractor shall comply with all applicable provisions of the Santa Rosa City Code and any failure to do so shall constitute a breach of the Agreement. In the event of any violation of the Santa Rosa City Code that may impact public health and safety, including, but not limited to Chapter 17-12, "Storm Water" and Chapter 13-04, "Street Encroachments," City shall have the right to impose a charge against Contractor in an amount equal to $500.00 per violation per day. Prior to the imposition of any charge hereunder, City shall first provide a written notice to Contractor of the violation and setting forth a reasonable period of time for Contractor to cure the violation(s). In the event Contractor fails to cure any such violation within the time provided, City shall have the right, in addition to all other rights and remedies available to City, to deduct and withhold as a permanent forfeiture by Contractor the appropriate amounts from any payment otherwise due Contractor under this Agreement.

7-1.02K(2) Wages: Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of Contractor or any subcontractor engaged in work on the Project under this Agreement shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at www.dir.ca.gov or from the Department of Transportation and Public Works at 69 Stony Circle, Santa Rosa.

Any laborer or mechanic employed to perform work on the public works project under this Agreement, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, Contractor as a penalty to the owner shall forfeit not more than $200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

Reporting of certified payroll are applicable to the DIR requirements. Contractor shall only provide prevailing wage reports upon written request from City.

7-1.02K(4) Apprentices: Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 *et seq.* of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with Section 1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements

will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime Contractor for all apprenticeable occupations.

7-1.02K(6)(a)(1) CalOSHA Standards: Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this Agreement shall meet or exceed the aforementioned standards in order to be considered acceptable.

7-1.02K(6)(b) Excavation Safety: When the digging or excavation occurs during project construction, Contractor shall:

a.   Promptly notify City in writing of the following conditions before any such conditions are disturbed:

1. Material that the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
2. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
3. Physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the type of work under the Agreement.

b.   The City will investigate the conditions and will issue a change order under the terms of the Agreement if it finds that the conditions warrant it.

c.   If a dispute arises between City and Contractor as to whether a change order is warranted, Contractor shall not be excused from any scheduled completion date provided for in the Agreement but shall proceed with all work to be performed under the Agreement.

7-1.02K(6)(b)(1) Trench Excavation Safety Plans: When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed $25,000.00, Contractor shall submit to the City Representative in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the Maximum Compensation and no additional allowance will be made for the work.

7-1.02K(6)(b)(1) Trench Excavation Safety Plans: When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed $25,000.00, Contractor shall submit to the City Representative in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system

standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the Maximum Compensation and no additional allowance will be made for the work.

7-1.02L(2)(a) Patents and Royalties: All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Agreement shall be paid by Contractor. Contractor and its sureties shall protect and hold harmless City and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Agreement, Contractor shall, if requested by City, furnish acceptable proof of a proper release from all such claims and liabilities.

Should Contractor, its officers, agents, or employees, or any one of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the Agreement, Contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the City Representative. In the event that the City Representative elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may be required to be supplied by the Agreement, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for City, its officers, agents, and employees, or any one of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the City Representative shall have the right to make such substitutions or City may pay such royalties and secure such licenses and charge Contractor even though final payment under the Agreement may have been made.

7-1.03A Maintaining Traffic: Attention is directed to Sections 7-1.04 of the Standard Specifications and to the following modifications thereof.

If construction is within City owned right-of-way, provisions shall be made for the safe passage of public traffic through the work site at all times consistent with the requirements of Santa Rosa City Code Chapter 13-04.

When applicable, Contractor shall install and maintain project identification signs at each end of the Project or as directed by the City Representative two weeks prior to any construction activity. City shall furnish the appropriate sign panels upon request from Contractor. To mount the sign panels, Contractor shall furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the City Representative. These sign panels shall be returned to the City Corporation Yard at 55 Stony Point Road after completion of the Project.

Two weeks prior to any construction activity, advance notice signs for road closures shall be furnished and installed by Contractor at each end of the project and shall remain in place throughout the duration of the subject closure. Details of panel construction and lettering shall be approved by the City Representative.

Contractor shall furnish, install, and maintain at its expense all barricades, signs, lights, and other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flaggers as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work sites and Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) (ADA) and any regulations and guidelines issued pursuant to the ADA.

Contractor shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the work site.

Rain and other occurrences that may cause the suspension or delay of the work shall in no way relieve Contractor of its responsibility to provide traffic control and public access through the work site as specified herein. At all times, Contractor shall keep at the work site such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the work site open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

Should Contractor fail, in the opinion of the City Representative, to provide all the materials, forces and equipment necessary to maintain traffic through the work sites as set forth herein, City may take steps necessary to remedy any such failure, including but not limited to causing such work to be performed and/or suspending any further work under the Agreement. Any such remedial cost and expense incurred by the City, plus an administrative charge of 15%, shall be immediately due and payable by Contractor and may be deducted from any amounts owed to Contractor hereunder. In the event there are insufficient sums owed to Contractor hereunder to cover the foregoing costs and charges, City shall have the right to pursue any other remedy to recover the same, including but not limited to, proceeding against any surety or bond in favor of City. City's rights under Section 7-1.02 are intended to be in addition to and not in lieu of any charges imposed by City against Contractor under Section 7-1.02A(1) above for violations of the Santa Rosa City Code.

Contractor shall be responsible for informing emergency response agencies operating within the area of the work of obstructions to either public or private roads caused by reason of Contractor's operations hereunder.

Contractor shall make provisions for the safe passage of pedestrians around the Project work sites at all times.

8 PROSECUTION AND PROGRESS

8-1.01A Assignments: Once awarded, this Agreement shall not be transferred, assigned, or sub-contracted, except as herein expressly provided without the prior written consent of the City in the City's sole and absolute discretion.

8-1.04B Standard Start: Contractor shall begin work on the Project within ten calendar days after the dates authorized in each Notice to Proceed and shall diligently prosecute the Agreement to completion before the expiration of:

8-1.05 Time: Working days will be counted beginning with the day the Contractor begins work or with the tenth day after the date authorized in each Notice to Proceed, whichever occurs first.

Work Schedule to be worked out with Project Manager. Work is to be performed work between 6:00 AM to 5:00 PM, Monday through Friday. Weekend work is excluded.

9 MEASUREMENT AND PAYMENT

9-1 Payment and Claims: BILLABLE RATES, PAYMENTS TO CONTRACTOR

Billable Rates.   Contractor shall be paid for the performance of services at unit prices, as set forth in Exhibit D.

a. Payments.   Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

b. Schedule of values: Progress payments of the proposal total re to be made in the following sequence based on milestones:
Equipment Order - 50%
FAT Completed - 30%
Substantial Completion - 15%
Final Retention - 5%
Change Orders – Within 30 days of invoicing.

c. Invoices.   Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not

previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d.   Business Taxes. Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

9-1.16E(6) Substitution of Securities for Withheld Amounts: Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by City to ensure performance under this Agreement, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to Contractor. The Director of Finance is authorized to execute substitution of securities agreements on behalf of the City. The City will return the securities to Contractor upon satisfactory completion of the Agreement as determined by City in its sole discretion and the resolution of all outstanding claims against the securities. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and the City, provided that the substituted security is equal to or not less than five percent of the Agreement amount.

Security substitutions must be submitted by Contractor and approved by City prior to the time of the first progress payment to be made under the Agreement. No other method of substituting securities for retention will be accepted. The security substitution shall be done only upon execution of an agreement satisfactory to City which includes the following provisions:

a.   The amount of securities to be deposited;
b.   The terms and conditions of conversion to cash in case of the default of Contractor; and
c.   The procedure for return of securities upon completion of the Agreement.

EXHIBIT E
CHANGE ORDER FORM

CHANGE ORDER # __

Pursuant to Section _____ of the Agreement for the _____ System between _____ and the City of Santa Rosa, the Agreement is hereby amended as follows:

(The following language is provided as an example of how to complete this form.)

1. Contractor shall provide the following additional services at the costs indicated below:	
TOTAL	
2. The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.	
TOTAL	

3. Exhibit _____ is hereby amended to read as set forth in the Revised Exhibit_____ which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

	Total Cost of Change	
	Total Credit of Change	
	Previous Amendments and/or Change Orders	
	Original Contract	

ACCEPTANCE	APPROVED AS TO FORM
Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.	_____ {Name} Title
Contractor	City of Santa Rosa
_____ _____ Name Date	_____ _____ Name Date Title

EXHIBIT F
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section _____ of the Agreement referenced above, the City of Santa Rosa hereby exercises its option to extend the term under the following provisions:

OPTION NO.	

NEW OPTION TERM

Begin date:	
End date:	

☐ CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ____ of the Agreement the Rates of Compensation are hereby adjusted as follows:

    (use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San José hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SANTA ROSA A Municipal Corporation   By:_____   Name:_____ Title:_____ Date: