

EXHIBIT
"B"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF A PARKING GUIDANCE SYSTEM
WITH
PARKING GUIDANCE SYSTEMS, LLC**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for the purchase of a parking guidance system for the City’s new library parking garage (referred to herein as the “Agreement”), is made and entered into on this the ____ day of the month of _____, 2021 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the “City”), and PARKING GUIDANCE SYSTEMS, LLC, whose offices are located at 1811 First Oaks Street, Suite #100, Richmond, Texas 77406 (referred to herein as “Vendor”).

RECITALS:

WHEREAS, City desires to purchase of a parking guidance system for the City’s new library parking garage; and

WHEREAS, expenditures that are for procurement of items from only one source, including books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials, are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code; and

WHEREAS, the City has determined that Vendor is a sole source provider for these goods and services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and services and Vendor is obligated to provide said goods and services. The Agreement includes the attached exhibit.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for twenty-four (24) months from the effective date hereof.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Exhibit "A," together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all services described under the attached Exhibit "A." Vendor's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform

its services in accordance with this Agreement, in accordance with the appended exhibit, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 CONTRACT AMOUNT

In consideration for the goods and related services set forth in Exhibit "A," City agrees to pay Vendor a total not-to-exceed amount of **One Hundred Sixty-Seven Thousand Seven Hundred Thirty-One and No/100 Dollars (\$167,731.00)** for the term of the Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Richard Will
Manager – Building Construction
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3311

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed

under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 CONFIDENTIALITY

Each party agrees that it will not disclose to any third party or unauthorized personnel any information concerning the customers, trade secrets, methods, processes, procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior consent of the other party unless such disclosure is required by law. The parties recognize and understand that City is subject to the Texas Public Information Act and its duties run in accordance therewith

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Parking Guidance Systems, LLC
1811 First Oaks Street
Suite #100
Richmond, TX 77406

Notice to City:

City Manager		Stephen L. Sheets, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9

USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document, and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Parking Guidance Systems, LLC

By: _____
Printed Name: Derek Frantz
Title: Vice President
Date Signed: 2/5/2021

City of Round Rock

Library Garage Parking Guidance Proposal December 3, 2020



PRESENTED TO

Richard Will
City of Round Rock
Building Construction Manager
richardwill@roundrocktexas.gov
(512) 341-3311

PRESENTED BY

Derek Frantz
Parking Guidance Systems, LLC
Vice President
derek@parkingguidancesystems.com
(832) 606-1601



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December 16, 2020

RE: Library Garage

Richard Will,

It is a great honor to be able to submit a proposal to City of Round Rock for the Library Garage parking garage. We value the opportunity to become strategic partners in this endeavor of creating the ultimate parking experience, in addition to reducing the stress of all visitors. Additionally, we'd like to thank you for considering Parking Guidance Systems as your choice in vendor for this project and we are confident that you will find us the optimal solution for this project.

Parking Guidance Systems has partnered with INDECT USA to take the guesswork out of parking space availability. Given that our company is not a manufacturer, we have hand-selected INDECT as our partner because we are confident the company has created the highest quality parking guidance system across the globe. INDECT technology is known throughout the parking industry as the standard to which all guidance systems are compared. Based out of Austria, INDECT has been providing the world with the finest solution on the market for 40 years. Together, we have eased the parking process for visitors in over 25 states, installing in over 150 parking garages and surface lots.

From all of us at Parking Guidance Systems, we want to assure you that we are not solely selling a product. We are seeking the opportunity to become partners with you and your team to help create a premium parking experience and create a garage that is easier to manage. We appreciate the opportunity to be a part of this project with City of Round Rock and we look forward to working with you and your team!

Sincerely,

A handwritten signature in black ink, appearing to read 'Derek Frantz', is written over a light gray background.

Derek Frantz
Vice President
derek@parkingguidancesystems.com
(832) 606-1601



COMPANY INFORMATION

ABOUT PARKING GUIDANCE SYSTEMS

Parking Guidance Systems, LLC was founded in 2012 by our President and CEO, Chandrea Frantz (Shawn for short). The company was born out of the quest to represent and install the most state-of-the-art parking solutions. We are confident you will agree as we are the leading distributor of parking guidance systems in the nation.

Each of the product lines we represent, have taken parking management, guidance, and administration to the next level. Whether, you are seeking a solution to improving your indoor parking system or making your urban street parking more efficient and profitable, Parking Guidance Systems, LLC has the application for you. With more than 30 years of parking systems "problem solving" experience, the management team at PGS will help you design the best system to enhance your customer's parking experience.

Corporate HQ: 1811 First Oaks Street, Suite #100, Richmond, TX 77406
Houston Location: 5750 North Sam Houston Parkway East #707, Houston, TX 77073
Dallas Location: 1510 Randolph Street, Suite #501, Carrollton, TX 75006
Florida Location: 5268 Giron Circle, Kissimmee, FL 34758

WHY PGS?

Description	PGS
Delivers, installs and maintains all projects	✓
100+ United States Installations	✓
Currently monitoring over 300,000 parking spaces in the United States	✓
Widest range of flexibility in industry, with six different technologies integrated under one platform	✓
Scalable to add additional systems (off-street and on-street) up to 75,000 parking spaces	✓
All technology IP65/NEMA 4X Outdoor Rated or higher	✓
Only company in industry to offer minimum 2-year warranty	✓
Average service response time less than an hour	✓
Open API document for seamless integration with other technologies	✓

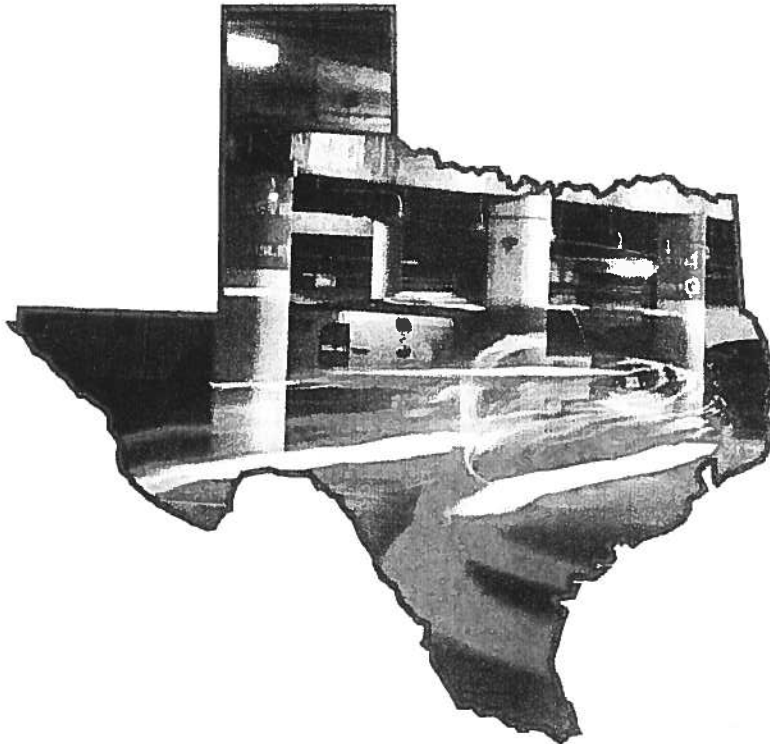


TEXAS INSTALLATIONS

Parking Guidance Systems is the Texas' leading distributor and installer of technology-driven parking guidance and space administration products. To-date, we are currently monitoring over 100,000 parking spaces in the state of Texas alone.

City of Houston
City of Round Rock
Jones Hall Theatre
Gus Wortham Theatre
Bush Intercontinental Airport
Dallas Love Field Airport
Dallas-Ft. Worth Airport
Texas A&M University
University of Houston
MD Anderson Cancer Center
Texas Medical Center
Texas Children's Hospital

Grandscape
American Airlines Headquarters
River Oaks District
Nebraska Furniture Mart
Lyric Market
City Centre Houston
West Village - Uptown Dallas
Omni Hotels
HEB Texas Grocery
Shell Oil Headquarters
Charles Schwab Corporate Campus
George R. Brown Convention Center



SIMILAR MILESTONE PROJECTS

Below is a listing of projects that we believe are similar to the solution you are looking for. Please feel free to reach out to the references listed, in addition to references that we have included at the end of this proposal.

1. MD Anderson Cancer Center

Contact:

Bill Donovan
 MD Anderson Cancer Center
 Manager – Parking & Transportation
wdonovan@mdanderson.org
 (713)-563-1137

Number of Spaces: 667

Project Scope:

The Mays Garage installation consisted of 667 completed spaces. The installation included 223 multi-space Upsolut sensors, which were synced with external LED indicators above each parking space. The installation included a monument sign at the garage entrance and aisle signs at demarcation points. The aisle signs include ADA parking space and regular parking space guidance to availability.



2. University of Houston

Contact:

Neil Hart
 Executive Director of Auxiliary Services
nfhart@uh.edu
 Office: (713) 743-6003

Number of Spaces: 8,000

Project Scope:

PGS, LLC teamed up with University of Houston to implement a parking guidance system in five different garages. PGS has installed over 8,000 ultrasonic mini sensors installed and paired with external LED indicators at the end of the parking space. Surface mounted sensors were installed to detect rooftop parking occupancy. The installation also included matrix signs, internal signs, and pillar signs in order to guide visitors to the nearest available parking space





3. Disney World

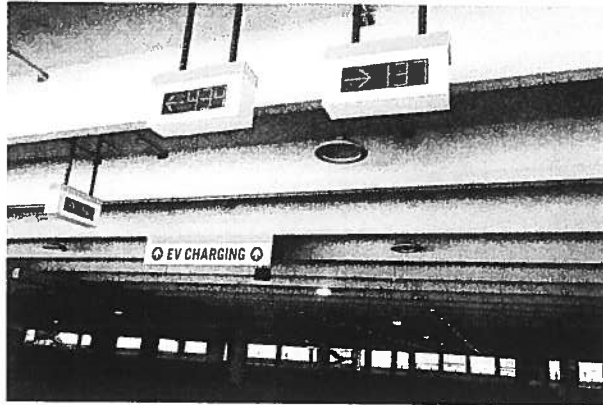
Contact:

Steve Mendygral
Reedy Creek District
Supervisor – Parking Operations
smendygral@rcid.org
(407) 934-1132

Number of Spaces: 14,000

Project Scope:

The installation at Disney World consists of three garages and 14,000 parking spaces. Our installation at Disney World will leverage the Ultrasonic Mini Sensors (UMS) connected with external LED indicators above each parking space. PGS was approached for this job after management was unsatisfied with a parking guidance system that had been chosen several years ago. After viewing our oldest installation at DFW airport, management was confident that PGS provided the highest performing solution.



4. Dallas-Fort Worth Airport

Contact:

Thuy Cobb
Parking Business Systems Administrator
DFW Airport
TCobb@dfwairport.com
(469) 774-1484

Number of Spaces: 18,000

Project Scope:

The Dallas/Fort Worth Airport has three terminal garages, with over 18,000 spaces. Between all three garages, a combination of INDECT Upsolut Camera Sensors and Ultrasonic Mini Sensors installed with external LED indicators. Although there were different installations at each garage, all are connected to a single server/controller. The project also includes aisle signs that contain special user group direction and entry signs across all garages.





EXECUTIVE SUMMARY

HARDWARE

PGS proposes to install a single-space parking guidance system within the Library Garage to help guide visitors to the closest available parking space and enhance safety.

An Ultrasonic Mini Sensor (UMS) will be installed above each parking space and will detect the presence of a parked vehicle. The UMS is industry-leading technology that PGS chose to represent due to its 99.9% accuracy rating. Furthermore, the UMS is proven technology that is built to last. The oldest UMS installation of is currently going on 17 years and operating at full functionality, primarily due to its IP65 outdoor rating (the highest in the market). The outdoor rating is imperative for parking guidance technology, as it should withstand the conditions of being in an outdoor garage that experiences dust, humidity and power washing.

Each UMS will be connected to an external RGB LED indicator at the end of the parking space to display availability. Furthermore, The Management team is able to assign specific parking spaces to different user groups by changing the LED indicator to any color on the RGB spectrum.

The system will be in communication with a monument sign at the entrance of the garage, which will display the number of available spaces for each level. In addition, PGS proposes to install internal signs throughout the parking garage. The signs are strategically placed in order to create a smooth and efficient flow of traffic, in addition to helping visitors get to the nearest available parking space.

SOFTWARE

The Management team will have real-time access to monitor each parking space in the structure through the ICOM/IVIS software platform. The system is designed to collect raw data and manipulate it into meaningful reports, such as occupancy reports, parking space turnover and average length of stay. Understanding the true parking demand of the structure will assist parking management in making informed decisions. Furthermore, the software platform will issue automatic alerts if a vehicle has an extended length of stay or has violated parking policy.

Lastly, the Graphical User Interface (GUI) will display a real-time view of how the parking garage is being utilized. Equipped with playback features, parking management can view an in-depth look at how the parking garage was occupied on historical dates to support special event parking planning.



KEY PRODUCT FEATURES

PGS proposes to install Ultrasonic Mini Sensors (UMS) with external RGB LED indicators above each parking space for each covered parking space within the garage. All conduits will be embedded in concrete by others.

ULTRASONIC MINI SENSORS (UMS)

INDECT's UMS is a ceiling-mounted ultrasonic sensor used for precise vehicle detection in indoor car parks. The UMS is part of INDECT's Space Administration System (ISA). The technology is CE and EMC certified, in addition to being developed and produced in compliance with ISO 9001.

PGS proposes to install UMS with external RGB LED indicators. This captivating system will catch the eyes of your employees and draw them to the nearest available space to maximize company revenue, minimize traffic and maximize employee and visitor satisfaction.

ACCURACY

The UMS is the only single space detection system that has a 99.98+% accurate detection. It contains a high-powered ultrasonic transducer, allowing for the sensor to be able to detect a vehicle as long as it can see part of it. The sensor firmware also allows for the detection of vehicles parked between sensors.

PROTECTION RATINGS

The sensors use an automotive grade ultrasonic ceramic transducer to provide extremely accurate detection and are protected by an IP65 rated/NEMA 4X housing. Since the inception of INDECT we have developed every new generation sensor to evolve for more accurate detection, but purposely improve the way in which we protect our product.

The IP65 rated protection is imperative for parking guidance systems as humidity is often a constraint of effective solution methods. With such rating, the UMS will remain waterproof and resistant to any humidity your parking garage may experience.

To bolster the protection of our product, we included NEMA 4X enclosures, as parking garages experience a variety of outdoor implications. From dust, to varying temperatures, the NEMA 4X enclosure will protect the UMS to ensure it is operating at its highest capabilities.



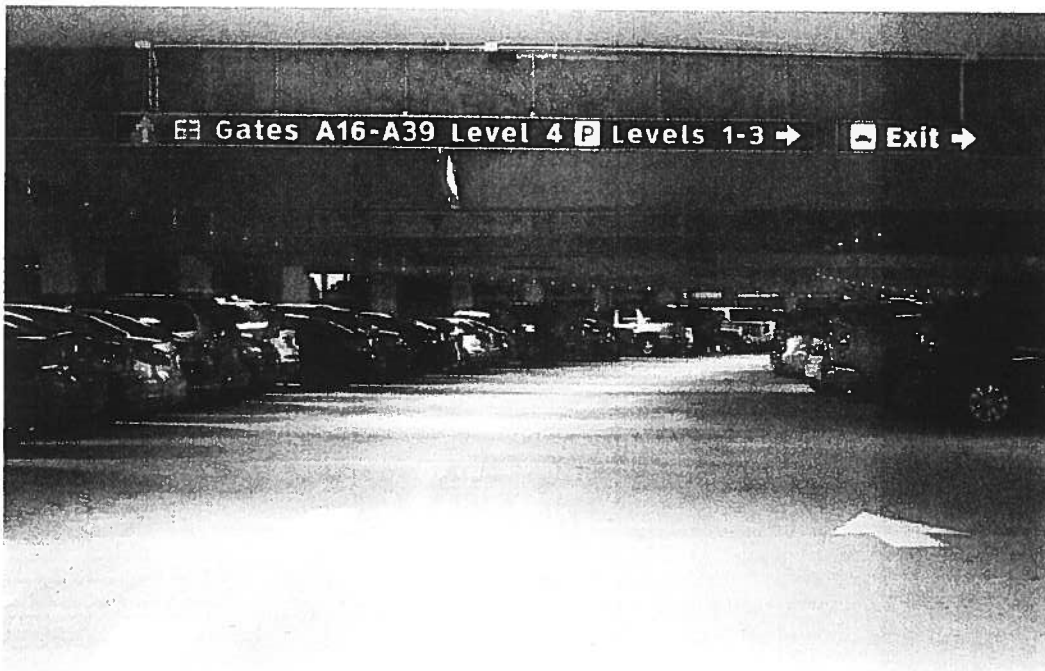


EXTERNAL RGB LED INDICATORS

The external indicators will display at the end of each parking space, which will make it easier for visitors to identify available parking spaces. Colors can be programmed to suit your operational requirement. This type of installation is typically used where there are many user groups. The individual indicators allow each user group space to be called out with a unique color.

FEATURES

- Daylight compatible LED
 - Day/night dimming possible via IVIS user interface
 - System is customizable to your needs
 - Quick installation
 - Low maintenance
 - High-quality and super bright RGB LED and 50° lens
-
- LED colors bulb can be individually selected and changed at any time to highlight or reserve spaces for special user groups {e.g. family - amber (yellow), handicapped - blue, zoned parking - pink, etc.}
 - LED brightness individually adjustable at a mouse click to adapt to ambient light (ceiling light, daylight)





SURFACE LEVEL DETECTION

The SENSIT Surface Mount sensor, manufactured by NEDAP, is a smart parking sensor that detects the occupancy of individual outdoor parking spaces in real-time, using dual detection technology (infrared and magnetic). As part of SENSIT platform, the SENSIT Surface Mount optimizes parking utilization, reduces emissions and guarantees a fast return on investment.

ACCURACY

The weather-proof SENSIT Surface Mount features earth magnetic field and infrared detection. This dual detection technology ensures highly accurate vehicle detection. A sophisticated algorithm ensures the detection is not affected by snow, dirt or leaves covering the sensor.

COMMUNICATION

A unique feature of the sensor is its capability to communicate wireless within a self-healing mesh network. Using a fast and reliable network of repeaters (SENSIT Relay Node) and gateways (SENSIT Gateway), the SENSIT Surface Mount sends real-time parking data to the cloud server (SENSIT Interface Software). Additionally, the ability to communicate bidirectionally ensures that the SENSIT Interface Software can easily request and verify the latest sensor events and status updates.

FEATURES

With a battery lifetime of 5-10 years (depending on the application type), the SENSIT sensors have proven to be a reliable and durable parking detection solution. Typical applications with the SENSIT Surface Mount sensor include rooftop parking and other installations where drilling sensors into the floor is not allowed (e.g. coated floors in parking facilities).





SIGNAGE

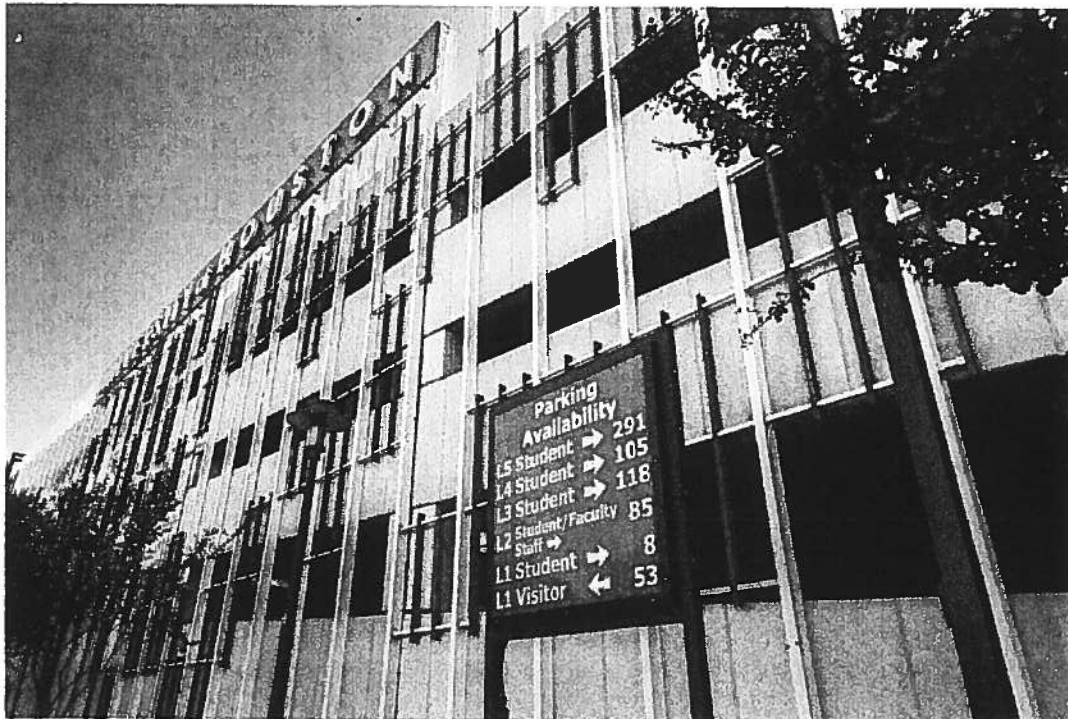
MATRIX SIGNS

INDECT's matrix sign make a first and lasting impression on your visitors, as it will enhance the visibility of your parking garage availability. Typically free-standing, INDECT will design your matrix signs to match your architectural standards. Meeting the highest outdoor performance standards, our monument signs are built to withstand the most extreme weather conditions and require very little maintenance.

The matrix sign offers a full range of capabilities, including text, images and video. Matrix signs are the perfect solution to merchandising retailers, promoting special events or delivering emergency messages. This can give the property management the option to display parking availability for the above and below grade parking

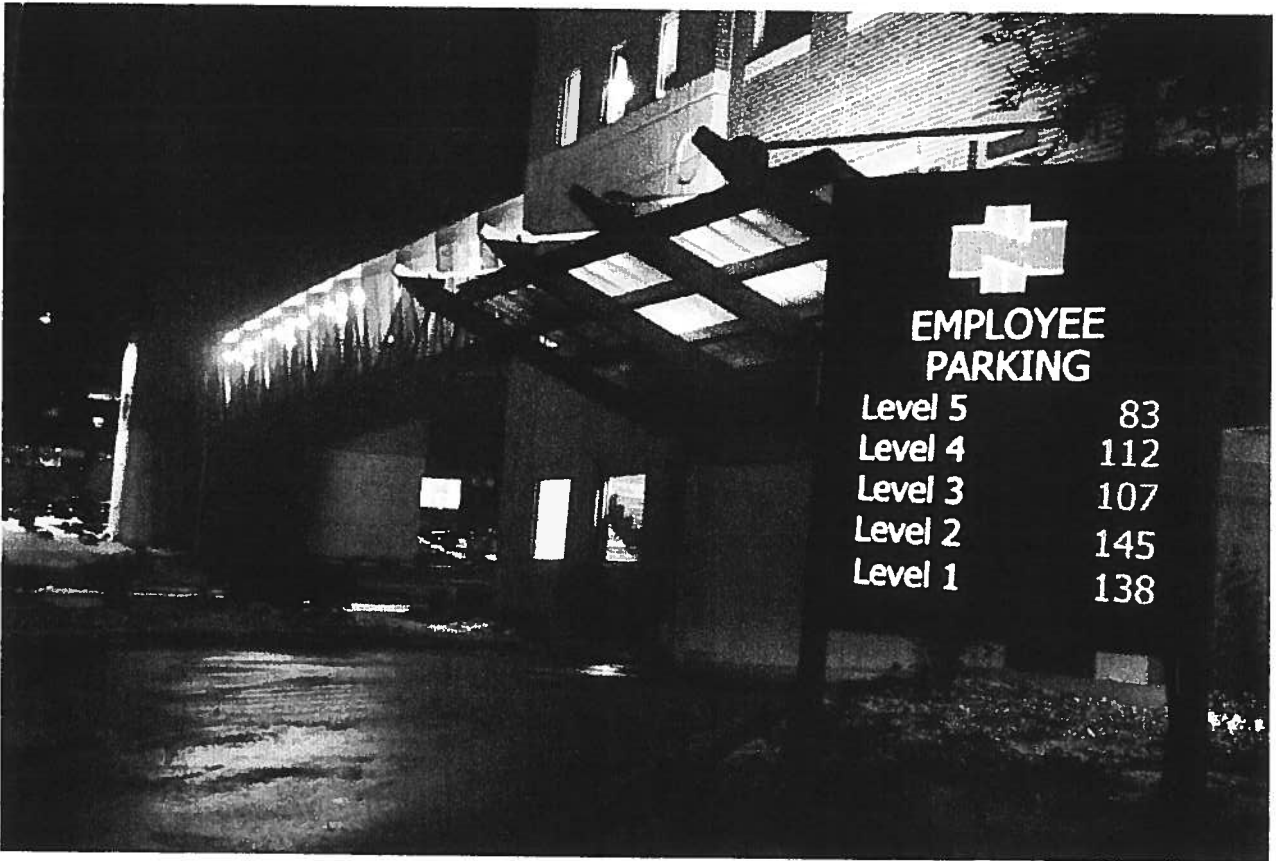
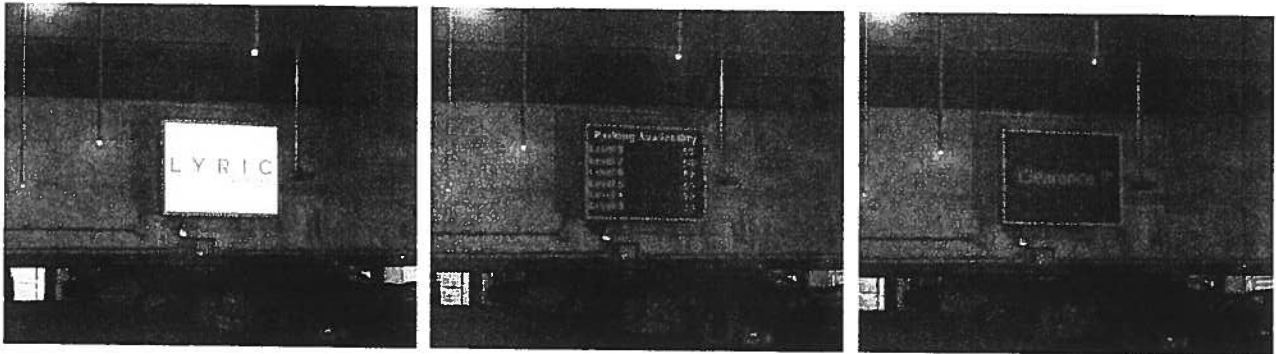
FEATURES

- Full color RGB LED
- P6, P8 and P10 resolution available
- High performance for indoor and outdoor use
- Display video footage, messages, advertising etc.
- Screens are scalable to any size – standard sizes available
- Comes with software for control
- Can be used to display parking counts and information





MATRIX SIGN EXAMPLES





INTERNAL SIGNS

PGS proposes to install internal signs within the Library Garage parking garage. INDECT's internal signage is rugged, lightweight and extremely easy to read. Internal signage is a key component to a total parking guidance system solution and notifies parking customers of the number of available spaces, where to find those spaces, and even guides them to an exit.

FEATURES

- 5.1" digits – available in green, red, blue, white, amber/yellow – Can be equipped with dual colors
- 8" symbols – ADA, EV, parent's parking, motorbike etc. available upon request
- Up to 6 digits per display – can show OPEN, FULL and CLOSED
- Optional backlit text
- Specifically designed for high performance indoors and outdoors
- Customize static portion of sign and casing





SOFTWARE FEATURES

PGS will include a complete software package, which turns data into meaningful day-to-day reports. The software also includes alarms, alerts, parking space reservation features, and the tools to take your parking operation to the next level. A Graphical User Interface (GUI) of the entire facility is included, with the ability to include up to 75,000 spaces on one server. The INDECT software is provided in two parts – ICOM and IVIS.

ICOM

The ICOM is the configuration software and the IVIS is the web browser based graphical user interface. As well as the two main software components, INDECT has a number of software modules available to unlock specific features. The management system is based on a standard Windows platform. The system is also browser based, which allows remote login via the Internet or over a LAN by authorized staff. This meaning a user can access the system without additional user licenses or dedicated workstations. There are various password protected user levels with different rights. The facility manager or administrator is able to define different rights levels and assign those levels to selected users.

IVIS

IVIS Software is able to generate on-the-fly reports quickly and easily. Unlike other guidance companies, all data is housed on site and is the property of the client. Historical data can be manifested to the client's desired parameters in seconds. Data can be delivered in graphical, CSV, PDF, or Excel formats, all delivered directly to your e-mail. The raw data obtained by the software is manipulated into meaningful reports for management to make key decisions. The INDECT software can customize over 1,000 reports. The following are common reports that clients have found most useful:

- Garage and Parking Space Turnover (Hourly, Daily, Weekly, Monthly, Yearly)
- Duration Analysis
- Overstay Reports
- Heat Maps
- Playback Analysis
- Entry and Exit Reports
- Comparison Analysis

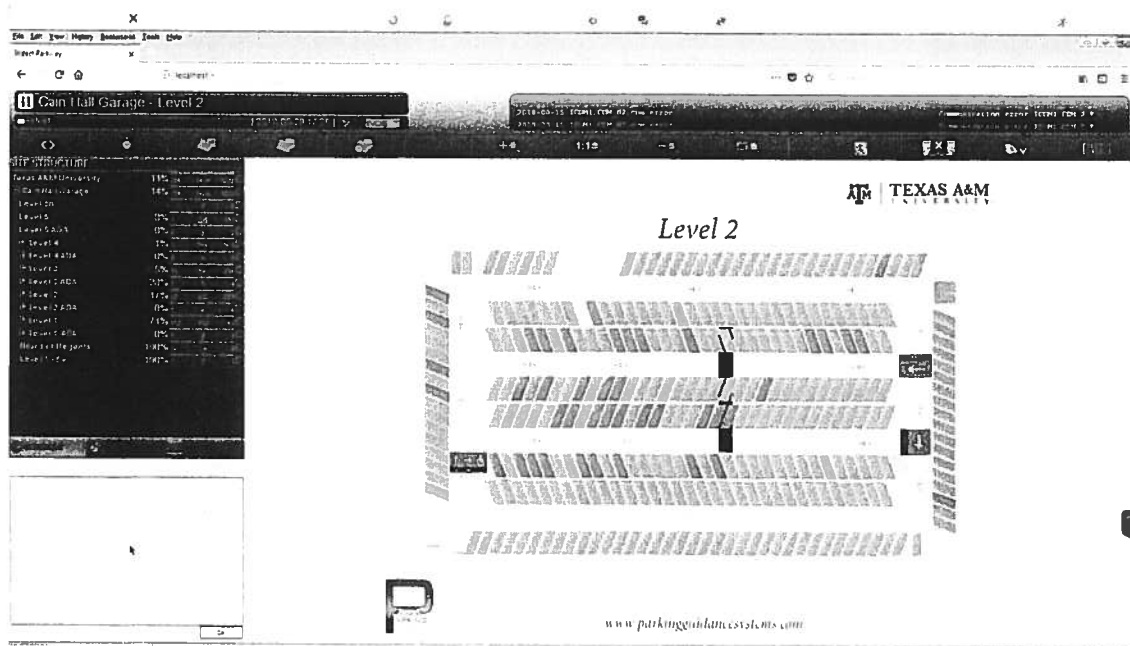
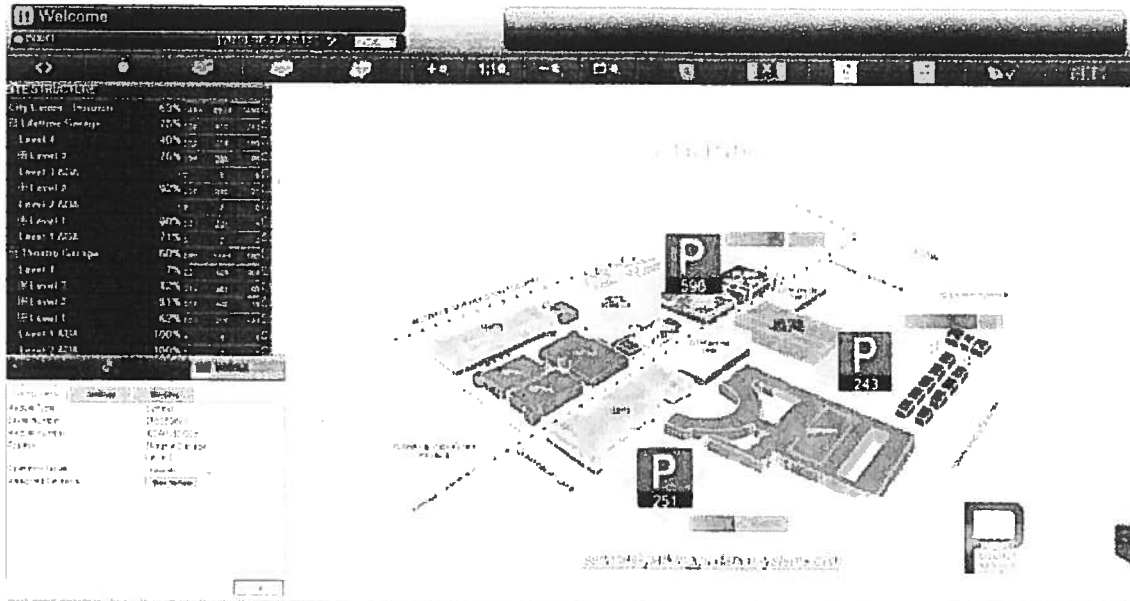
LICENSING

A unique feature of the software presented by INDECT is that there are no annual on-going fees.

In addition, there are no costs for additional seat licenses. Therefore, management teams are able to grant access to as many users as they'd like, while still being able to allocate different level credentials per job specific role.



GRAPHICAL USER INTERFACE





OPEN WEB API

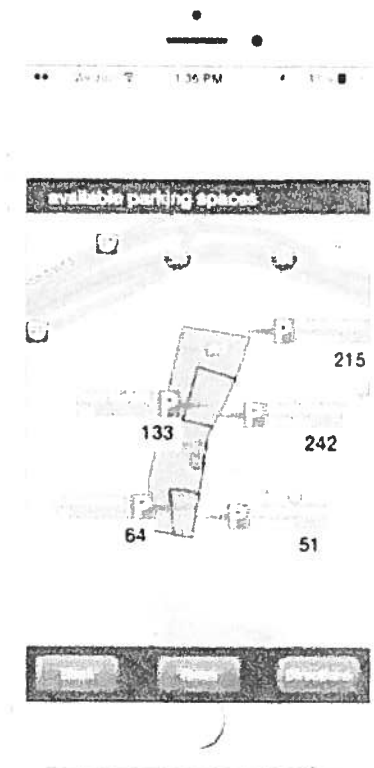
INDECT provides the optional feature Web Interface to transmit garage occupancy data for data exchange between INDECT and other systems.

Possible areas of application:

- Interface with PARCS equipment (PGS maintains many integrations with PARCS providers)
- Publishing current occupancy, number of free spaces of a car park, level etc. on a website or mobile application
- Sending real-time occupancy information to city VMS
- Sending occupancy data to any other system (for example, a database)

TECHNICAL INFORMATION

Provision of INDECT data will be carried out via HTTP GET request. The retrieved data is in JSON format and can be processed in any programming language for which a JSON parser is available (i.e. Javascript, C+, C++, PHP etc.)

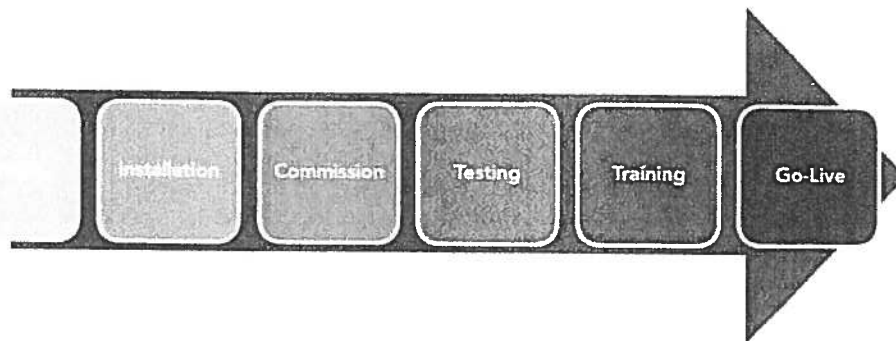




INSTALLATION & SUPPORT

With over 50+ years of project management experience, our operations team has optimized our project approach to establish a smooth parking guidance installation.

There are a number of steps that we recommend be undertaken in order to ensure the successful delivery of the APGS solution for the Library Garage. At a high level, PGS typically follows the steps below to accomplish project success once project award has been announced.



BEFORE THE INSTALLATION

Prior to installation, PGS will host a kick-off call to verify the scope of work desired. Our intent is to ensure that you are well versed with all of the feature sets offered and to deliver the best possible system to enhance your parking operation.

Items that will be discussed in the initial kick-off call:

- Team Introduction
- Bi-Weekly Meeting Set-Up
- Submittal Process
- Systematic Drawings & Locations
- System Functionality
- Installation Preference
- Signage Design & Locations
- Project Schedule



PROPOSED PROJECT SCHEDULE

Below is a high-level estimate of the proposed project schedule and is contingent on ownership approvals.

Phase	Phase
System Design	I
Submittals/Mock-Up	II
Installation	III
Start-Up & Commissioning	IV
Testing	V
Training	VI

*Lead time on approved signs average eight to ten weeks

*Subject to change

SERVICE PLEDGE

PGS is not only selling a product, but we are also selling a service to ensure that your system is operating at full capability. The service of our system is what sets us apart from our competition. We place a high priority on our customers by having rapid response times locally stocking parts in order to ensure that all potential issues are addressed in a timely manner. Please see our service pledge to below:

- ✓ 24 Hour Customer Service Hotline
- ✓ One-hour remote response time during regular business hours
- ✓ Three-hour onsite response time during regular business hours
- ✓ Afterhours response times: 2 hours remote / 4 hours onsite hours
- ✓ Locally stocked replacement parts for expedited service
- ✓ Documented service calls and tickets to monitor service times
- ✓ Follow up service to assure issues were addressed and fixed accordingly
- ✓ Daily remote monitoring of system functionality

Our goal is to ensure your parking guidance system is operating at full functionality at all times. PGS has a dedicated team to monitor your system on a daily basis, consistently verifying connectivity and overall system performance.



TRAINING

At PGS, we take the initiative to ensure your parking management team is fully trained to understand how our system operates. Qualified professionals from the Parking Guidance Systems team will lead a training pertaining to both the hardware and software of the system.

Each individual involved in the training will interact directly with the system, with the intention of creating a realistic experience for the trainees. Below is an example of the training agenda that will be given to your parking management team.

Training Schedule	
Overview	Introduction to INDECT Product
	Overview of Project Inclusions
	Overview of Software Platform (IVIS)
Software Training (IVIS)	Review Access Procedures
	Graphical User Interface Training
	Site Setup (Adjusting Signs & LED Colors)
	User Rights Setup
	Custom Reports Setup
Site Specific Information	Maintenance
	Troubleshooting
	As Built Drawings
	Zoning Procedures
	Site-Specific License Requirements
	System Configuration



PRICING

Below is a breakdown of the pricing. This project will utilize the following primary components:

- UMS (External RGB LED Indicators) – Monitor all covered parking spaces
- IP Sens – Monitor rooftop parking availability
- Monument/Entry Signs – Displays parking availability by level
- Profile Signs – Used to guide the correct user groups to the closest available parking space
- ICOM & IVIS User Interface – Complete software platform included

Option #1		
Classification	Description	Quantity
Sensors	Ultrasonic Mini Sensors (External RGB LED Indicators)	214
Sensors	IP Sens Wireless Surface Mounted Sensors	78
Signage	Matrix Signs RGB LED Variable Message (Single-Sided)	2
Signage	Profile Signs (Internal Signs)	3
Hardware	Communication Module (COMO)	2
Hardware	Power Supply (POSU)	2
Hardware	ICOM Controller	1
Software	ICOM Software (Included from Existing Systems)	Included
Software	IVIS Graphical User Interface with Report Features (Existing)	Included
Total		\$164,000.00

BIM Collaboration Additional Cost \$3,731.00

Additional Inclusions:

- Installation Labor
- Training
- Project Management
- Terminating
- Cable
- Drawings - As Builds
- Commissioning
- Equipment
- 2 Year Warranty



CLARIFICATIONS

- A. This quote is valid for 120 days.
- B. Our proposed solution is based site plans provided by the client. Any variations in site plans, may require revised proposal.
- C. Bonding requirements have not been included. Any subsequent bonding requirement shall result in a revised proposal.
- D. PGS, LLC is covered by a standard insurance policy. Any specific insurance requirements shall result in a revised proposal.
- E. PGS, LLC shall provide an installation project schedule. Such schedule is contingent upon the client providing final striping, power and data delivered per PGS, LLC specification and demarcation points, and networking setup.
- F. Client to provide all power and data conduits per PGS, LLC specification and demarcation points.
- G. Client to provide a climate-controlled location for the INDECT server.
- H. PGS, LLC shall leverage the conduits installed by others for the parking guidance infrastructure
- I. Striping should align with the drawings exactly to coincide with the sensor locations per PGS drawings

EXCLUSIONS

- K. Core drilling, civil work, GPR scanning, or any type of x-ray work
- L. Power and data per PGS, LLC specifications and demarcation points
- M. Power and data to external signage (Monument Signs, Entry Signs, Matrix Signs, Pillar Signs)
- N. All 20amp dedicated circuits per PGS, LLC specifications and demarcation points
- O. Any network infrastructure, or switches, for all garages to communicate back to server
- P. Any local permits, or associated costs
- Q. Any costs incurred, or schedule impacts, in result of restriping of parking spaces
- R. No taxes have been included for this project
- S. Connectivity to server

SIGNAGE CLARIFICATIONS

- T. Unless otherwise noted, signage is being offered as an estimated allowance and is not included in the base system pricing.
 - A. The initial signage allowance is based upon client requests, and/or engineered estimates by Parking Guidance Systems, LLC based upon decision points down a drive aisle or at a ramp level. The estimates are based upon the current drawings of record provided by the client.
- U. A signage plan will be submitted once a thorough technical review has been performed at the site. This technical review normally occurs in the late stages of the sales cycle and is in accordance with the specific needs of the client.
 - A. Client is to provide the signage zones for counting of bay groups. This will allow the client to fully understand the count information of each sign.
 - B. Custom signage will take 6-8 weeks from client approval.
- V. PGS understands that the signage plan is dynamic until the final signoff. PGS' proposal will be adjusted throughout this process and only until the final signoff, will the signage package be included in the base system.
- W. PGS is not responsible for concrete footers for monument signage
- X. Any changes to the signage plan, after contract will be subject to a change order (weather positive or negative based upon the scope of the change(s)).

