



REQUEST FOR PROPOSALS

PARKING ACCESS AND REVENUE ACCESS CONTROL SYSTEM (PARCS) REPLACEMENT PROJECT

PARKBOI GARAGES Boise, Idaho

PROPOSALS DUE: OCTOBER 21, 2024, by 3:00 P.M. local time

OWNER'S REPRESENTATIVES | PROJECT CONSULTANTS

OWNER'S REPRESENTATIVE

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OWNER'S PROJECT CONSULTANT

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REQUEST FOR PROPOSALS

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS) REPLACEMENT PROJECT FOR PARKBOI GARAGES

BOISE, IDAHO

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PART 1: NOTICE CALLING FOR PROPOSALS

September 10, 2024

Capital City Development Corporation (CCDC), the urban renewal agency for Boise City, Idaho, will accept proposals from firms interested in the Parking Access and Revenue Control System (PARCS) Replacement Project for the ParkBOI garages in downtown Boise, Idaho. Contained within this document are specific objectives required of the awarded respondent. CCDC shall retain the ability to revise this scope as necessary.

A Preproposal Conference and Site Tour will be held September 26, 2024 at 9:00am local time, at the CCDC office located at 121 N 9th Street, Suite 500, Boise, ID 83702.

Respondents may attend the Preproposal Conference remotely via Zoom at the link below, however Respondents are strongly encouraged to attend the presentation and follow-on site tour in-person in order to receive information about the locations and ask questions regarding the proposal. CCDC will not host separate walk throughs of the various garage locations.

[ZOOM LINK](#)

Submission deadline is 3:00 P.M. local time, October 21, 2024.

Proposals will be evaluated on the criteria as specified in this request for proposal. A selection committee will evaluate each of the proposals and will conduct interviews and product demonstrations with two or more of the top ranked companies between November 20-22, 2024. Final scores will include components from both the written proposal and interviews.

The CCDC Board of Commissioners will make the final decision regarding ranking and the company chosen for these services. CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of the RFP and the receipt and evaluation of sealed proposals does not obligate CCDC to award a contract. CCDC will not reimburse for any costs incurred by Respondents in responding to this RFP. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Kathy Wanner
Contracts Manager
kwanner@ccdcb Boise.com



121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-391-7304 WWW.CCDCBOISE.COM

PART 2: INTRODUCTION AND PROJECT PURPOSE

2.1 Introduction

CCDC owns and operates approximately 3,154 total parking spaces within six (6) public parking garages in downtown Boise under the ParkBOI name. Five garages are owned wholly by CCDC and one is under joint public-private ownership. CCDC may increase and/or decrease its garage assets over the coming years. See the *ParkBOI Parking Garages* map below.



Garage Name	Address	Vehicle Capacity (Stalls)	Entry/Exit Lanes	Year Built
9 th & Front	312 S. 9 th St	574	3*	1998
9 th & Main	848 W. Main St	384	3	1990
10 th & Front	230 S. 10 th St	536	3	1978
11 th & Front**	1101 W. Front St	827	6	2018
Capitol & Main	770 W. Main St	493	3	1989
Capitol & Myrtle	445 S. Capitol Blvd	340	4	2006

*One lane is reversible

All six garages operate 24 hours per day, 7 seven days per week.

The ParkBOI system serves transient customers as well as monthly pass holders. Garages are utilized by hotel guests, downtown employees, customers, residents of nearby multi-family residential development, carpoolers, out-of-town visitors, as well as those who visit downtown Boise for its recreational and entertainment opportunities.

Historically, the ParkBOI system has been operated with a focus on promoting economic development in the downtown core. With the buildout of the core nearly complete and parking demand exceeding supply, the parking system's focus is moving towards an emphasis on mobility management.

Five of the ParkBOI garages currently operate with Scheidt & Bachmann PARCS equipment that was initially installed in 2014, and one garage (11th & Front) operates with Amano-McGann PARCS equipment that was installed with the garage's construction in 2018.

The ParkBOI system is operated by ParkBOI, a division of The Car Park.

Other relevant statistics about the ParkBOI system include:

- ParkBOI had approximately 1.275 million parking guests over the past 12 months (August 2023 – July 2024): 625,000 hourly and 650,000 monthly.
- CCDC employs a pricing strategy which features the first hour of parking for free and \$3 each hour or part of an hour thereafter, with a daily maximum of \$20 and \$15, depending on the garage. ParkBOI charges an \$8 daily maximum on Saturdays and Sundays in light of lower parking demand on weekends.
- Current number of contracted monthly parkers: ~2,850

2.2 Project Purpose

The purpose of this project is to replace the existing PARCS at up to six (6) ParkBOI public parking structures in its entirety, including—but not limited to—all kiosks, gates, card readers, credit card processors, ticket printers, detection loops, pay-on-foot machine, pay-in-lane machine, intercoms, computer servers and the associated software. The current equipment has declining reliability due to age and obsolescence.

This RFP seeks to determine the most-qualified and best-value PARCS Respondent and associated PARCS product. The selected PARCS Respondent will be contracted to replace the entire existing PARCS with a new, fully integrated PARCS.

CCDC envisions implementation of a new PARCS which:

- Makes use of state-of-the-art technology.
- Provides a high level of system reliability, minimizing down-time for maintenance/repairs and system malfunction. Minor repairs can be addressed by the parking operator (with proper training) and parts are readily available.
- Accepts multiple forms of payment, including digital wallets, cash and credit card.
- Reduces or eliminates the need for physical paper tickets and receipts.
- Reduces or eliminates the need for physical access cards.
- Is easy for end users to understand and navigate, regardless of familiarity with ParkBOI facilities.

- Processes entry/exits efficiently and consistently.
- Provides continuous and robust garage usage data and revenue data to CCDC and its operator in an easy-to-use format (e.g. dashboard).
- Is expandable to future ParkBOI garage locations.

The new PARCS is encouraged to embrace a wide range of mobility management options to mitigate parking demand overall while enhancing and improving transportation options for all citizens. CCDC will be interested in the Respondent's experience in integrating mobility management and transportation demand management elements into overall program management.

[Remainder of page intentionally left blank.]

PART 3: ANTICIPATED PROJECT SCHEDULE

EVENT	DUE DATE / TIME
RFP issued	September 10, 2024
Pre-Proposal Conference and Site Tour 121 N 9 th Street, Boise, ID 83702 or via Zoom ZOOM LINK	September 26, 2024, 9:00am-12:00pm
Last Day for Questions	October 2, 2024 by 3:00 pm
Addendum issued (if needed)	October 8, 2024
Due date for submissions	October 21, 2024 by 3:00 p.m.
Evaluations, Reference Investigations	October 22 to November 8, 2024
Evaluation Committee Meeting	November 8, 2024
Interviews with Proposers (if needed)	November 20-22, 2024
CCDC Board Meeting – decision to award contract.	December 9, 2024
Contract Negotiations	December 10, 2024 to January 30, 2025
Notice to Proceed	January 30, 2025 (Anticipated)
Final Completion (Desired)	Within 365 days of Notice to Proceed.

[Remainder of page intentionally left blank.]

PART 4: INFORMATION FOR RESPONDENTS

4.1 Proposal Information

Please follow these instructions for submitting a proposal.

PROPOSAL DEADLINE is 3:00 p.m. local Boise time, October 21, 2024

The proposal must be submitted electronically by email to: bids@ccdcboise.com

Please include this subject line on the email:

“RFP SUBMITTAL: PARCS REPLACEMENT PROJECT”

All required submittal documents must be signed and dated and must be submitted by email in one (1) PDF. Respondents may utilize a commonly available file-share service such as Dropbox, WeTransfer, or Google Drive.

Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received after the Proposal Deadline or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process. Proposals received will be officially recorded and this recordation will be made available to the public.

Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of CCDC and will not be returned.

4.2 Pre-Proposal Conference and Site Tour

A Pre-Proposal Conference followed by a site tour of all six ParkBOI garages will be held in-person at the CCDC offices located at 121 N 9th Street, Suite 501, Boise, ID 83702. The Pre-Proposal Conference and Site Tour is not mandatory, but strongly suggested.

Proposers may attend the Pre-Proposal Conference remotely via ZOOM at 9:00am local Boise time on September 26, 2024. Virtual attendance of the Site Tour following the Pre-Proposal Conference will not be possible.

Join Zoom Meeting

<https://ccdcboise.zoom.us/j/85099587273?pwd=XrGcaO9q2NGuGuggW2GYPjuAMv6WOJ.1>

Meeting ID: 850 9958 7273

Passcode: 273148 ---

One tap mobile

+16694449171,,85099587273# US

+16699006833,,85099587273# US (San Jose)

4.3 Request for Clarification or Questions

Any Respondent who wishes to request clarification or ask a question related to the RFP may submit a written notification to Kathy Wanner, CCDC Contracts Manager: kwanner@ccdcb Boise.com. The notification will state the exact nature of the clarification or protest, describing the location of the protested portion or clause in the Proposal documents, and explaining why the provision should be struck, added, or altered, and contain suggested corrections. CCDC may deny the objection, modify the Proposal, and/or reject all or part of the objection. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on CCDC or the Respondent.

The request must be received in writing prior to 3:00 pm local Boise time on October 2, 2024.

4.4 Addenda

In the event it becomes necessary to revise any part of this RFP, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondent's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) calendar days before the proposal deadline unless the deadline is extended. Respondent shall indicate within their required submission documents the addenda number(s) which they have incorporated into their submittal.

4.5 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFP. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 120 days for evaluation purposes.

4.6 Conditions Affecting the Work

Before submitting a proposal, each Respondent must (1) examine the Request for Proposals documents thoroughly, (2) visit the site to familiarize himself/herself with local conditions that may, in any manner, affect cost, progress or performance of the work, (3) familiarize himself/herself with Federal, State and Local laws, ordinances, rules and regulations that may, in any manner, affect cost, progress or performance of the work; and (4) study and carefully correlate Respondent's observations with the Request for Proposal's. Failure to do so will not relieve Respondent from responsibility for estimating properly the difficulty or cost of successfully performing the work. CCDC will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Request for Proposal's, or any addendum.

4.7 Form of Contract

A sample contract is attached to this solicitation as Attachment D. Please review the sample contract carefully. Any exceptions or proposed amendments to the contract **must be clearly**

noted in the proposal in order to be considered. Refer to Part 6.1, Section G, of this RFP for additional information.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care. CCDC may reject all or some of those changes or exceptions, in its sole discretion. CCDC reserves the right to change, modify, or amend the contract terms of the attached sample contract at any time during the procurement process

4.8 Insurance

The successful Respondent will be required to provide proof of insurance prior to contract approval and maintain the insurance coverage for the duration of the contract.

Refer to Section 10.2 of the Sample Contract (Attachment D) for insurance requirements.

4.9 Bonding

Payment and Performance Bonds are required of the awarded Respondent. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price. Such Payment and Performance Bond or Bonds shall be executed by a surety company, or companies duly authorized to do business in Idaho and shall be payable to CCDC.

4.10 Subcontractors and Idaho Public Works License

Idaho Code § 67-2310 requires the names and addresses of subcontractors to whom work will be awarded for the trades of plumbing, HVAC, or electrical be provided at time of bid. In the event the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The Respondent shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be performed by subcontractors or self-performed by the Respondent on the Proposal Form (Exhibit A).

A valid Idaho Public Works License is required for any site civil work over \$50,000 and if applicable, shall be included on the Proposal Form.

4.11 Idaho Business License

Respondents, prior to the execution of the contract, shall be registered with the Idaho Secretary of State and be authorized and licensed to do business in the State of Idaho.

[Remainder of page intentionally left blank.]

PART 5: GENERAL CONDITIONS

5.1 Intent of RFP

The objective of this Request for Proposal is to provide sufficient information to enable qualified respondents to submit written proposals that will allow CCDC to select a company capable of furnishing, installing, implementing, operating and maintaining a complete PARCS that meets the functional requirements outlined within this proposal. The company ranked highest will be approached to negotiate the contract necessary for the services. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract.

5.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (*Idaho Urban Renewal Law*) and Idaho Code Title 67, Chapter 28 (*Purchasing by Political Subdivisions*). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to this RFP and any irregularities in the proposals received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFP and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFP at any time without liability.

5.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to Respondent’s legal counsel prior to submission.

5.4 Taxes

CCDC is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by CCDC. Items purchased by CCDC and used by a contractor are subject to Use Tax.

5.5 Idaho Code

Respondents shall be responsible for complying with all applicable provisions of the Idaho Code as it relates to submittals of this project or provision of the services.

[Remainder of page intentionally left blank.]

PART 6: REQUIRED CONTENT, EVALUATION, AND SELECTION

6.1 Required Proposal Submission Materials and Format

Proposals must include the following information in the sequence set forth below. Respondents should include a complete description of the personnel, product and services provided.

Proposals must be signed and shall be submitted as a single document in pdf format.

Respondents are invited to include information about innovative methods and/or procedures that they can provide to assist in ensuring successful completion of this project; unique qualities, capabilities, functionality and cost efficiencies should be identified. Respondents acknowledge they will be ranked according to responses to the articles below. **Proposal submittals shall be organized by section, clearly labelled with the following headings:**

- Section A – Transmittal Letter
- Section B – Respondent Qualifications and Experience
- Section C – Technical Response to PARCS Functional Specifications
- Section D – Key Personnel
- Section E – Cost Proposal
- Section F – Finance and Insurance Requirements
- Section G – Proposed Amendments to the CCDC Contract Terms
- Section H – Proposal Form
- Section I – Waiver and Release Form

The content to be included in each of the above sections is as detailed below:

Section A – Transmittal Letter {20 points}

Submit a transmittal letter which provides an overview of the respondent's proposal, as well as the name, title, email address and phone number of the person to whom CCDC may direct questions concerning the proposal. Include a statement by the Respondent accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the company.

The letter should also concisely summarize the following:

- The name of the proposed PARCS product
- The name and title of the proposed Project Manager and the main point of contact, if different than the Project Manager

Section B - Respondent Qualifications and Experience {100 points}

Describe the Respondent company's history, size, resources, philosophy of service, typical volume of work, and construction management techniques and methods. Describe how the company's expertise, experience, techniques, and culture can be advantageous to CCDC in completing the project. Identify any overlapping commitments.

Describe the company's experience with the specific suite of PARCS products proposed with this project. Include the total number of facilities where the same PARCS products are used and whether the product has been removed from any facilities and/or any projects that were not completed with an explanation of the circumstances that lead to the removal and/or non-completion.

Describe the company's abilities to provide service and maintenance after installation, including where the proposed maintenance staff will be located.

To be eligible to participate in the project, Respondent shall confirm it meets each of the minimum qualifications established below.

Minimum Qualifications:

1. Company has a minimum of five (5) years of experience continuously and actively operating in the United States as a PARCS provider for public parking structures.
2. Company has 200 or more lanes of the proposed equipment currently in operation.
3. Primary PARCS components proposed for this project (including LPR) have been installed in five (5) or more local parking facilities of similar size and complexity in the past three (3) years in the United States. Provide the following for each installation.
 - o Name of project
 - o Location
 - o Facility owner contact name, title, telephone number and email address
 - o Date of installation
 - o Number of lanes
 - o Number of parking spaces
 - o Description of equipment and quantities
4. Proven ability to install equipment and provide appropriate and required service and support after installation.
5. Continuously worked with equipment manufacturer, including providing installations and maintenance, for minimum of three (3) years.
6. Documentation of manufacturer's installation training within previous two (2) years.

Contract Terminations:

Respondent shall identify whether the company has had a contract terminated for default in the last five (5) years. If yes, describe such incident and include the other party's name, address, and phone number.

"Terminated for default" is defined as: notice to stop performance due to nonperformance or poor performance and the issue of performance was either: a.) not litigated due to inaction on the part of the Respondent; or b.) litigated and such litigation determined that the Respondent was in default.

CCDC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If Respondent's company has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

Section C - Technical Response to PARCS Functional Specifications {400 points}

Provide a detailed explanation of the Respondent's ability to provide a complete PARCS as detailed in the PARCS Functional Specifications (Attachment A). All Functional Specification items required to be submitted with the proposal (C.1 thru C.15 per subsection 1.05 of the Functional Specifications) shall be clearly labeled and included in this section of the Respondent's submittal.

All exceptions and/or alternatives shall be clearly identified and the written explanation shall include the scope of the exception, the ramification of the exception for CCDC and a description of the advantages to be gained by CCDC as a result of any exception and/or alternative.

Although the Functional Specifications in this RFP represent CCDC's anticipated needs, there may be instances in which it is in CCDC's best interests to permit exceptions to the Functional Specifications and accept alternatives.

Section D - Key Personnel {100 points}

Identify the proposed Project Manager, the construction superintendent (if different than the Project Manager) and maintenance staff for this project and provide a summary of their qualifications and experience. Highlight previous project experience in which the same PARCS hardware and software proposed for this project have been successfully implemented in the past.

Provide an Organizational Chart and resumes showing key members of the project team, including all sub-contractors (including applicable public works licenses required by Idaho Code). Provide the names, functions and tenure with company for all key project staff that will be assigned to perform work on this project. Identify the city where the maintenance staff assigned to the ParkBOI system will be located.

Section E - Cost Proposal {200 points}

The proposer shall complete the Cost Form included in Attachment C to illustrate the full proposed cost of PARCS implementation as well as maintenance and support following installation. Provide prices for all items included in the cost form, including proposal options.

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

Section F - Finance and Insurance Requirements {30 points}

Financial Statements

Respondent shall submit satisfactory evidence that it has the necessary financial resources to perform and complete the work outlined in this RFP. CCDC is requesting this information to ensure the company has the financial ability to pay all expenses and to manage and complete the contract as well as provide the ongoing maintenance and support services.

Respondent must submit the following for Respondent's company either in its entirety or for the regional business unit which will provide the equipment, installation, services and maintenance of the ParkBOI PARCS system:

1. Three (3) years of audited financial statements OR three (3) years of unaudited financial statements. Complete financial statements must include, at a minimum, a balance sheet, income statement, reconciliation of equity, footnote disclosure, and a cash flow statement; **and**
2. Evidence of Respondent's ability to obtain a payment and a performance bond for the project; **and**
3. BANKRUPTCY: If Respondent's company has declared bankruptcy in the last fifteen years, describe the circumstances and status of the bankruptcy. If the company has not declared bankruptcy, so indicate.

Insurance Requirements

The successful Respondent will be required to submit insurance coverage as outlined in Section 10.2 of the Sample Contract included in Attachment D. Each proposal must include a sample certificate of insurance that meets the requirements or a letter from its insurance broker indicating that they will provide the required insurance as outlined in this RFP if awarded a contract. Any objections to or requests for relief from the insurance requirements must be made during the question period.

Insurance Requirements will not be negotiated after proposals are received.

Section G – Proposed Amendments to the CCDC Contract Terms {50 points}

If successful, this procurement process will result in the presentation of a completed final-form contract to CCDC's Board of Commissioners for approval at a public meeting. To advance that goal, a Sample Contract is included in Attachment D of this RFP. Please review the sample contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care. CCDC may reject all or some of those changes or exceptions, in its sole discretion.

Section H – Proposal Form {Pass/Fail}

Respondents must complete and submit the Proposal Form attached as Exhibit A.

Section I – Waiver and Release Form {Pass/Fail}

Respondents must complete and submit the Required Waiver and Release Form attached as Exhibit B.

6.2 Evaluation of Proposals

Mandatory Responsiveness Requirements – To be eligible for selection, a proposal must:

1. Be timely received from a Respondent,
2. Include a signed and dated Proposal Form (Exhibit A), and
3. Include a signed and dated Waiver and Release form (Exhibit B).

The three (3) Mandatory Responsiveness Requirements set forth above are the only RFP requirements that CCDC will consider to be non-waivable. CCDC reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal or consider the nonconformity in the evaluation of the proposal.

Proposals will be evaluated on a 900-point system as outlined below, Items 1 – 7. The top ranked Respondents may be asked to provide a live presentation, product demonstration and interview (100 points). Points awarded for the presentation phase will be added to the Respondent's existing cumulative points, increasing the maximum total points to 1000.

Item	Proposal Section	Section Description	Points Possible
1	Section A	Transmittal Letter	20
2	Section B	Respondent Qualifications and Experience	100
3	Section C	Technical Response to PARCS Functional Specifications	400
4	Section D	Key Personnel	100
5	Section E	Cost Proposal	200
6	Section F	Finance and Insurance Requirements	30
7	Section G	Proposed Amendments to the CCDC Contract Terms	50
		Subtotal:	900
8	Section 6.3	Presentation, Product Demonstration & Interview	100
		Subtotal:	100
		Maximum Total Points:	1000

Proposals will be evaluated based on a review of the Respondent's proposal and qualifications by a selection committee that may include CCDC employees and consultants. Before a company is selected, CCDC may conduct reference investigations or contact Respondents to receive further information. CCDC may interview one or more of the top ranked companies to evaluate and determine the performance record and ability of the Respondents to perform the work anticipated and to determine the quality of the services being offered. By submitting a proposal, the Respondent authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Respondents will be evaluated based on the information described in this RFP.

The evaluation committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The evaluation committee may also seek reviews of end users of the Work or the advice or evaluations of various CCDC personnel that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the evaluation committee will first decide how to incorporate the results in the scoring of the Proposals. The evaluation committee may adopt or reject any recommendations it receives from such reviews and evaluations.

6.3 Interviews, Demonstrations, and Presentations

Based on initial scoring of proposal submittals, CCDC may require top Respondents to provide a live presentation, be interviewed and provide a product demonstration in-person with the evaluation committee in Boise, Idaho. Such presentations, demonstrations, and interviews will provide the Respondent with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow CCDC an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates.

It is recommended the Respondent's product demonstration include the primary proposed PARCS equipment and software (at the minimum: one entry station, one exit station, one POF). The Respondent will be required to identify their requirements for power and communication upon scheduling this demonstration.

The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of CCDC, tentatively anticipated November 20-22, 2024. CCDC may record any presentations, demonstrations, and interviews. CCDC will not be responsible for any type of payment for this demonstration related to travel, subsistence or any other related cost for the Respondent to demonstrate their equipment for evaluation.

Proposers will be ranked on the quality of their demonstration up to a maximum of 100 points. Any points awarded during the presentation, demonstration and interview phase will be added to the respondent's initial proposal submittal score.

6.4 Clarifications & Corrections

During the evaluation process, CCDC may request clarifications from any Respondent under active consideration and may give any Respondent the opportunity to correct defects in its Proposal if CCDC believes doing so does not result in an unfair advantage for the Respondent and it is in CCDC's best interests. Any clarification response that is broader in scope than what CCDC has requested may result in the Respondent's proposal being disqualified.

6.5 Basis of Selection

CCDC intends to select the best PARCS solution based on the information submitted by the Respondents, presentations, interviews, product demonstrations, investigation of prior work performance, and other pertinent factors. CCDC will select the Respondent that, in CCDC's sole opinion, is best qualified to perform the scope of work based on all information submitted or discovered. CCDC has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the Respondent's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The

information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Respondent to meet applicable requirements.

6.6 QUESTIONS

Direct questions to: Kathy Wanner, Contracts Manager
(208) 391-7304 or kwanner@ccdcboise.com

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PART 7 PROPOSAL DOCUMENTS

**EXHIBIT A
PROPOSAL FORM**

(REQUIRED FOR SUBMISSION)

**PROJECT: PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)
REPLACEMENT PROJECT FOR PARKBOI GARAGES 2024**

This proposal is submitted to:

Capital City Development Corporation
Attn: Parking Access and Revenue Control System Replacement Project
121 North 9th Street, Suite 501
Boise, Idaho 83702
bids@ccdcboise.com

1. The undersigned submits this proposal in response to the above referenced Request For Proposal: Parking Access and Revenue Control System (PARCS) Replacement Project for ParkBOI Garages (the "RFP"), being familiar with and understanding the advertised notice of opportunity and any and all information contained within the RFP (the "Proposal Documents"), as prepared by Capital City Development Corporation and posted on CCDC's website and on file in CCDC's office at 121 North 9th Street, Suite 501, Boise, Idaho 83702. The party submitting a proposal is the "Respondent".
2. CCDC reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of the RFP and the receipt and evaluation of sealed proposals does not obligate CCDC to award a contract. CCDC will not reimburse for any costs incurred by Respondents in responding to this RFP. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.
3. The Respondent's proposal will remain subject to acceptance for one hundred twenty (120) days after receipt of Proposals, or for such longer period of time that Respondent may agree to in writing upon request of CCDC.
4. The undersigned also has visited and examined the site(s) involved, as required. As a consequence of this inspection, the undersigned Respondent has knowledge of local conditions and is fully cognizant of the circumstances and conditions that may affect completion of the work and the cost thereof.
5. Respondent acknowledges receipt of the following addenda to the Request for Proposals which addenda have been considered by Respondent in submitting this proposal. Enter addenda number and date below (if none, state "None"):

Addendum No. _____
Addendum No. _____
Addendum No. _____

Addendum No. _____
Addendum No. _____
Addendum No. _____

6. Respondent agrees, if notified of the acceptance of this proposal, that Respondent will utilize the following material suppliers and subcontractors for the following noted types of work. No substitutions shall be made in the employment of material suppliers and/or subcontractors without written approval of CCDG. Per Idaho Code 67-2310, Respondent must provide the name, address, and license number of the subcontractors who will perform plumbing, HVAC work, or electrical work. If the Respondent will self-perform the work for plumbing, HVAC, or electrical, the Respondent shall include the valid contractor's license for that work. An Idaho Public Works License is required for any site civil work over \$50,000.

(duplicate this page as needed)

SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Address:		
City:	City:	City:
If applicable, provide		
Idaho Public Works License:		
Idaho Plumbing, HVAC or Electrical Contractors License No.:		
SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Address:		
City:	State:	ZIP Code:
Idaho Public Works License:		
Idaho Plumbing, HVAC or Electrical Contractors License No.:		
SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Address:		
City:	State:	ZIP Code:
Idaho Public Works License:		
Idaho Plumbing, HVAC or Electrical Contractors License No.:		

7. Cost Form: Attached as Attachment C.

[Excel Document Link](#)

Respondent shall complete and submit in its entirety the attached Cost Form (provided in Excel format). All eight (8) tabs, including Summary of Costs, Unit Prices, 9th & Main, 9th & Front, 10th & Front, 11th & Front, Capitol & Main, and Capitol & Myrtle, must be filled out and submitted. All costs are inclusive and shall represent the total project cost.

PROPOSAL FORM SIGNATURE

Submitted by,

Respondent's Business Name: _____

Contact Person: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

AUTHORIZED SIGNATURE: **X** _____

Print Name / Title: _____

Date: _____

DECLARATION OF AUTHORITY TO SIGN

The above signed declares: that he/she holds the position indicated as a corporate Officer or the owner or a partner in the business entity submitting this Proposal; that the above signed is informed of all relevant facts surrounding the preparation and submission of this Proposal, that the above signed knows and represents and warrants to CCDC that this Proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this Proposal.

END OF EXHIBIT A

EXHIBIT B

WAIVER AND RELEASE FORM

(REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with an evaluated selection process in response to the Request for Proposals (RFP) to select a company to provide PARCS replacement services.

A. Discretion of CCDC: The company submitting a response to this RFP agrees that CCDC has the right to, unless contrary to applicable state law:

- 1) Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the RFP;
- 2) Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying the desired product and services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
- 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFP and any response by any Respondent thereto;
- 4) Accept or reject any sealed proposal received in response to the RFP, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria;
- 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.

B. Non-Liability of CCDC:

- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
- 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFP and have found it to be complete and free from ambiguities and sufficient for their intended purpose.

Company Name: _____

AUTHORIZED SIGNATURE: X _____

Print Name / Title: _____

Date: _____

END OF EXHIBIT B

PART 8 ATTACHMENTS

ATTACHMENT A

PARCS Functional Specifications

Functional Specifications

CCDC Parking Access and Revenue Control System (PARCS) Replacement Project

September 10, 2024

Prepared by:
Kimley-Horn and Associates, Inc.

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PROJECT FUNCTIONAL SPECIFICATIONS

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GENERAL

1.01 GENERAL

- A. This request contains the requirements for replacement of the existing Parking Access and Revenue Control System (PARCS) at the Capital City Development Corporation (CCDC) garages. The PARCS replacement shall not only utilize the industry's latest technological advancements to control access, calculate, and accurately report revenue for the parking facilities, but shall improve the overall management, system efficiency, revenue accounting, revenue security, and customer service aspects of the parking operations at CCDC. These specifications will describe the functional requirements for the new PARCS and what, if any, existing equipment shall be used with the new system.
- B. This project will replace the existing PARCS at CCDC and related parking operations at five (5) with possible additions of a sixth parking garage in Boise, Idaho.
- C. Construction at the parking garages shall take no more than 365 calendar days from Notice to Proceed (NTP).. Contractor shall develop a phasing plan and construction schedule in accordance with these dates.
 - 1. Contractor will be provided a list of special events and blackout days for construction.
 - 2. No lane shall remain unavailable for use for a period exceeding five (5) calendar days.
 - 3. Desired order for addressing garages:
 - a. Capitol & Myrtle
 - b. 10th & Front
 - c. 11th & Front
 - d. 9th & Front
 - e. 9th & Main – Contractor should anticipate night and weekend work at this location.
 - f. Capitol & Main – Contractor should anticipate night and weekend work at this location.

1.02 REFERENCES

- B. Standards:
 - 1. CCDC/Boise Design guidelines
 - 2. Boise Building Code
- C. Codes and Regulations:
 - 1. Local Codes: Comply with State and Local codes as applicable.
- D. Information Security Standards and Requirements:

1. Payment Card Industry Data Security Standard (PCI DSS), Version 4.0 or latest version at the time of Contract Award
 2. Payment Application Data Security Standard (PA DSS), Version 3.2 or latest version at the time of Contract Award
 3. PCI Security Standards Council P2PE certified solution
- E. CCDC/ParkBOI Branding Standards.

1.03 DEFINITIONS

- A. Definitions of terms used in these specifications are as follows:
1. Acts of God – Those events which are outside of control of humans and for which no one can be held responsible, and which cannot be prevented. Acts of God include, but are not limited to, severe weather phenomena such as hail, flooding, extreme drought, hurricanes, tornados, tropical storms, fire, earthquakes, pandemic and lightning.
 2. APS – Automated Pay Station – Also referred as POF. A station dedicated only for payment at non-gated areas to facilitate and speeding the process at the exit lanes by allowing users to pay in advance.
 3. Automated Vehicle Identification – Also referred to as AVI, is a Radio Frequency Device (RFID) that emits an electronic signal that can be read by an associated reader/antenna. The signal contains information relating to the account and transponder number.
 4. Barrier Gate – An automated gate utilized by the PARCS to control ingress into and egress from a parking facility.
 5. Cloud – A network of servers that are accessed over the internet to store and manage data without the need for physical storage devices or on-site infrastructure.
 6. Contract Documents – The Contract Documents executed by CCDC and the Contractor outlining the requirements for the Work to be performed as it relates to the implementation of the PARCS.
 7. Contractor – The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the Work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the Work. May also be referred to as Vendor.
 8. Crash – A system failure in which the PARCS cannot properly process revenue transactions.
 9. Days – Calendar Days
 10. Dynamic Signage – signage displaying varying text and/or graphics to relay specific messages to users via a matrix of LED lights. Dynamic signage can be used for various applications including displaying the method of payments accepted at a specific lane, the number of available spaces in a facility/level or providing guidance to users.

11. EM – Emergency Maintenance Services includes technology that addresses or resolves emergency/urgent issues or malfunctions with PARCS equipment.
12. EMV – European MasterCard/VISA credit card standard, referring to a chip embedded credit card associated with a personal PIN used for payment of parking fee due. Sometimes referred to as “*Chip and PIN.*”
13. Entry terminal – a computerized PARCS device located in an entry lane that facilitates multiple methods of entry including issuing a QR code or barcode parking ticket, reading an EMV (chip embedded) card, reading an AVI transponder, reading a proximity access card, reading a bar code or QR code from a cell phone or hard copy document, or reading a contactless credit card.
14. Exit terminal – a computerized PARCS device located in an Unattended Exit Lane that facilitates multiple methods of exit from a parking facility including ingesting and reading a QR code or barcode parking ticket, reading an EMV (chip embedded) card, reading a QR code or barcode from a cell phone or hard copy document, or reading a proximity access card or credit card fob via RFID. The exit terminal uses the data from the inserted or detected media to validate exit privileges or calculate and process the associated parking fee; fees can be paid via credit card, debit card, or cell phone, or exit is granted via access card or validated/pre-paid encoded ticket.
15. FAT – Factory Acceptance Test: a test of the PARCS Contractor’s system and equipment prior to delivery to a project site to ensure that the equipment and system meets the intent of these Functional Specifications.
16. FMS – Facility Monitoring System: A system that provides operational and performance information of the system components.
17. GUI – Graphical User Interface: A program interface that takes advantage of a computer’s graphics capabilities to make the program user-friendly and intuitive to use.
18. ISF – Insufficient Funds
19. IP – Internet Protocol: IP is a network layer protocol in the Internet Protocol suite and is encapsulated in a data link layer protocol (e.g., Ethernet). As a lower layer protocol, IP provides the service of communicable unique global addressing amongst computers.
20. IRW – Image Review Workstation: a workstation that is used to review images from the LPR system.
21. ISO – short for International Organization for Standardization: An international organization comprised of national standards bodies from around the world. ISO is the world’s largest developer and publisher of standards.
22. LAT – Lane Acceptance Test: a test of a Contractor’s installed equipment at the lane level to ensure that the equipment meets the intent of these Functional Specifications. LATs are conducted on all entry lanes and exit lanes.

23. LED – Light Emitting Diode: a type of light commonly used for dynamic signage.
24. LPN – License Plate Number
25. LPI – License Plate Inventory
26. LPR – License Plate Recognition: a combination of cameras, software, infrastructure, and monitoring stations that allow for the automated recording of a vehicle’s license plate number upon entry and exit using application software utilizing OCR. The license plate number is linked to the vehicle’s entry event within the PARCS. Upon exit, the license plate is checked again by the LPR system to verify that the vehicle attempting to exit is the same vehicle that is linked with the entry event of that transaction; a subsystem to a PARCS.
27. Major Deviation – Any deviation or failure of a FAT, LAT, or Site Acceptance Test (SAT) procedure that affects fee calculation accuracy, transaction count accuracy, exception count accuracy, active ticket inventory accuracy (system vs. actual), revenue processing, calculations, or reporting.
28. Minor Deviation – Any deviation or failure of a FAT, LAT, or Operational Completion Test (OCT) procedure that does not affect fee calculation accuracy, transaction count accuracy, exception count accuracy, active ticket inventory accuracy (system vs. actual), revenue processing, calculations, or reporting.
29. NEMA – National Electrical Manufacturers Association: An association that develops standards related to the generation, transmission, distribution, control, and end-use of electricity.
30. N-Factor – a term used to quantify the accuracy of the OCR for an automated license plate reading system including LPR, where “N” represents the number of characters on any given license plate. If all characters are interpreted correctly by the OCR, then it is said to be an “N read”. If all but one character is read correctly then it is said to be an “N minus one” or “N-1” read, etc.
31. NEC – National Electric Code: part of the National Fire Code, the NEC is a standard for the safe installation of electrical wiring and equipment.
32. NFC – Near Field Communication: wireless communication technology that allows devices in close proximity to establish a connection and exchange data.
33. Normal Conditions - Normal conditions are considered to be equipment malfunctions, parts usage under normal wear and tear, and performance of scheduled services.
34. Normal Weather Conditions - Normal weather conditions are applicable to weather conditions that are common to the Boise, ID region such as rain, strong thunderstorms, freezing temperatures (down to -20° F), snow, haze, hail, ice, 100+ degree temperatures, and high winds, among others.
35. OCR – Optical Character Recognition: a set of software algorithms that enable LPR application software to analyze a digital image of a license

plate and determine the digitized values of the license plate characters through an automated process.

36. OCT – Operational Completion Test: a test of a fully installed PARCS to monitor the system during normal operating conditions and ensure that the system is functional over a defined period of time in a manner consistent with the intent of these Functional Specifications.
37. OTDR – Optical Time Domain Reflectometer: an instrument that analyzes the light loss in an optical fiber in optical network troubleshooting.
38. PA DSS – Payment Application Data Security Standard: a set of comprehensive data security requirements and parameters for computer applications that process credit card payments.
39. PARCS – Parking Access and Revenue Control System: A combination of equipment, subsystems, and supporting infrastructure that allows an entity to accurately calculate, collect, track, and report revenues for parking within one or more facilities. A PARCS also monitors and controls ingress and egress to and from those facilities.
40. PC – Personal Computer: a microcomputer designed for individual use for such applications as word processing, data management, or financial analysis.
41. PCI DSS – Payment Card Industry Data Security Standard: a set of comprehensive requirements and parameters for enhancing payment card account data security to help facilitate the broad adoption of consistent data security measures on a global basis.
42. PDF – Portable Document Format: a document-encoding process developed by Adobe that maintains page layout, fonts, and graphics and can include many other features such as hyperlinks.
43. PIN – Personal Identification Number: A number selected by a user to gain access to certain areas of the PARCS or to associate with a chip embedded credit card required by EMV standards.
44. POF – Pay on Foot. Also referred as APS.
45. Preventive Maintenance - This type of maintenance includes but is not limited to scheduled inspection, testing, necessary adjustment, alignments, lubrication, parts cleaning, replacement of consumables, communication system maintenance, database administration, and application support of the PARCS hardware and software.
46. QA/QC – Quality Assurance/Quality Control: The quality processes and quality checks used to ensure the PARCS, and its components comply with the Contract requirements.
47. QR Code – A Quick Response Code is a form of a bar code that can store more data than a standard binary bar code.
48. RFI/EMI – Radio Frequency Interference / Electromagnetic Interference: Radio Frequency and Electromagnetic Interference are phenomena that occur when the radio frequency of electromagnetic field of one device disrupts, degrades, or impedes another device.

49. RFID – Radio Frequency Identification: the technology utilized by proximity card systems or Automatic Vehicle Identification systems for identifying a user’s credential. A RFID system consists of an antenna, a transceiver (which reads the radio frequency and transfers the information to a processing device), and a transponder, also called a tag (which is an integrated circuit containing the RF circuitry and information to be transmitted).
50. RMA – Return Merchandising Authorization
51. SNMP – Simple Network Management Protocol: SNMP forms part of the internet protocol suite and is used in network management systems to monitor network-attached devices for conditions that warrant administrative attention.
52. SQL – Structured Query Language: a database computer language designed for the retrieval and management of data in relational database management systems, database schema creation and modification, and database object access control management.
53. Swapped Ticket – The occurrence when a user “swaps” the original parking ticket obtained upon entry to a parking facility with a second, more current parking ticket and attempts to exit using the more current parking ticket.
54. TCP/IP – Transmission Control Protocol/Internet Protocol: The Internet Protocol Suite (commonly known as TCP/IP) is the set of communications protocols used for the Internet and other similar networks.
55. TIA – Telecommunications Industry Alliance: Associations that helps develop standards for the telecommunications and electronics industries.
56. UL – Underwriters Laboratories, Inc.: UL is a U.S. not-for-profit, privately owned, and operated product safety testing and certification organization. Based in Northbrook, Illinois, UL develops standards and test procedures for products, materials, components, assemblies, tools, and equipment, chiefly dealing with product safety. UL is one of several companies approved for such testing by the U.S. federal agency OSHA. OSHA maintains a list of approved testing laboratories, known as Nationally Recognized Testing Laboratories.
57. Unusual Conditions – Conditions other than normal conditions that are out of the control of the Contractor. These events include willful or careless damage to the equipment including user accidental damage as well as Acts of God.
58. Validation Program – The offering of hourly parking through a paper or electronic credential that may be read by a bar code or card reader in an Unattended Exit Lane.
59. VPN – Virtual Private Network: a network that is constructed by using public wires to connect nodes. For example, the Internet may be used as the medium for transporting data. These systems use encryption and other security mechanisms to ensure that only authorized users can access the network and that the data cannot be intercepted.

60. Work – Services or goods to be provided by the Contractor per the Contract.

1.04 SYSTEM DESCRIPTION

- A. The objectives of the PARCS project include, but are not limited to:
 1. Replace existing PARCS equipment as outlined in this document.
 2. The PARCS shall be designed with an open architecture to provide integration to third-party applications.
 3. Contractor shall reuse existing power and communication infrastructure when possible, including such items as existing conduit, fiber, etc. Vehicle detection loops and other PARCS equipment, though, shall be installed new. CCDC is to provide cabinet equipment for the main switch in the communication room and communications to that switch. The following cabinet model is anticipated within the garage communications rooms: Tecmojo Wall Mount Server Cabinet with an IT Network Rack (dimensions 17.72”Dx21.65”Wx13.78”H). Vendors to provide networking equipment including switches needed.
 4. Preference for vendors to provide a cloud-based PARCS system with no servers hosted on premise, this includes third-party systems like LPR. Vendors can also provide quotes for on-site servers if desired.
 5. Achieve a PCI DSS and PA DSS compliant environment and use P2PE with chip-card processing to an off-site 3rd party to reduce PCI scope.
 6. Accurately track required financial and statistical information.
 7. Accurately calculate appropriate fees.
 8. Accurately document the revenues generated by the parking operations in user friendly reports.
 9. Increase efficiency of operations and maintenance.
 10. Provide flexibility in the timing and formatting of the pertinent operational and management reports.
 11. Provide custom report generation capabilities and Business Intelligence (BI) tool integration with the ability to store and schedule reports. BI tools may include dashboards to summarize, report, and analyze real-time data.
 12. Provide ease of rate structure changes and programming that does not require vendor support. Examples of rate types would include events, holiday rates, and discounted parking rates.
 13. Provide a test environment to test rate changes before they are pushed to equipment.
 14. Provide flexibility in rate configurations for all parker types, and to vary rates by time of day and day of week.
 15. Provide flexibility in permit models to accommodate hybrid user schedules that may include limited access by days of the week or hours of the day.

16. Provide an intuitive and user-friendly interface for the Owner, Operator and other authorized personnel.
17. Provide QR code or barcoded tickets at parking garages with transient parkers that can also be paid with a mobile application or website provided by the vendor.
18. Provide QR code or barcode readers in all lanes for sites with transient parking.
19. Provide a mobile application or mobile friendly website that interacts with the operator to assist in managing the facilities.
20. Provide integration of the new PARCS with the existing permit management system, CARMA, from The Car Park.
21. Provide a system with remote cashiering functionality so that an operator can manually send a transaction to a lane.
22. Provide electronic coupons and/or validations that may be presented by the user in all lanes, including processing in self-service lanes and at pay-on-foot stations.
23. Provide LPR cameras for all entry and exit lanes as well as long range proximity card readers. Vendors shall provide alternative costs for optional AVI readers.
24. LPR cameras shall be for rear plates wherever possible. For locations where rear plate reads are not possible, vendor to provide LPR using front plate cameras.
25. Provide intercoms and pinhole cameras in all lanes, preferably with Umojo technology integrated into the new PARCS that connects to the existing command center from The Car Park. Other intercom options include Commend H-Series intercoms and Stentofon TKIS-2s.
26. Increase efficiency of operations through reduction of person-hours required for parking occupancy validation counts. Vendor to integrate with existing Daktronics signs at all parking facilities.
27. Provide an intuitive and user-friendly interface for all users and the operator's personnel.
28. Simplified maintenance procedures for all equipment.
29. Provide Pay-On-Foot Stations in existing decks to allow users to pay for their parking.
30. Provide certified training for 1st and 2nd level maintenance of equipment, preferably at the Contractors factory or training facility.
31. Provide equipment with IP connections and limited/no serial connections.
32. Provide a mobile application or mobile friendly website for payment whereby a parker can scan a QR code on a ticket that takes a user to a payment portal that has options for credit card, Google Wallet, and Apple Pay. Also, PARCS software to be updated with newer e-payment capabilities if, and when, they come available during the life of the PARCS equipment.

33. Provide integration with ParkMobile for ticket-takeover capabilities for users to have different means of payment.
 34. Provide an initial 2-year full warranty period beginning at the time of project final acceptance.
 35. Provide cost estimates for additional years of warranty should an extended warranty period be requested.
 36. Provide in-house and remote support as needed and within the specified amount of time.
 37. Provide an optional integration with all the current hotels that work with CCDC (3 hotels) and valet operations.
 38. Provide integration with YMCA membership cards.
 39. Provide integration and hardware for the BikeBOI secured area in 9th and Main.
 40. Provide integration for counts for existing monument signs located at each parking facility.
 41. Provide and install all necessary on-site signage associated with PARCS, including—but not limited to—wayfinding signage to POF, signage with instructions for persons with hearing impairments at entry/exit gates, and other signage necessary to communicate payment instructions to hourly customers.
 42. Vendor to provide option for credit card on file for repeated users to be able to sign up, create an account that saves payment option and that is integrated with the LPR system.
- B. A maintenance contract for warranty services and ongoing maintenance in years 3 through 10 shall be provided by the vendor during the proposal stage. The warranty and maintenance agreement will be directly with The Car Park Vendors shall provide information on how their RMA process works. Vendor shall include this as part of Section C.8 in their proposal.
- C. The parking and other control equipment components provided by the Contractor shall operate as a complete system. Each equipment component shall perform its function in relation to other components. As such, each component shall be compatible with all related components. All components shall be compatible with the geometric circumstances of the facility or place where they are installed.
- D. The Contractor shall bring any deficiencies or discrepancies in these specifications that they believe may exist to the attention of the Owner or Owner's Representative in their Proposal. No deficiency or discrepancy in these Functional Specifications shall relieve the Contractor of the responsibility to provide a satisfactorily performing, reliable system. The contractor shall provide this information in Section C.11 in their proposal.

1.05 SUBMITTALS

- A. Contractor shall submit to the Owner or Owner's Representative plans and specifications for all civil/site work. All plans shall be signed and sealed by a

professional engineer registered to practice in Idaho. The plans and specifications shall comply with CCDC and City of Boise Design and Construction standards.

- B. All Owner or Owner's Representative comments, responses, and approvals of Contractor submittals shall be transmitted by the Owner or Owner's Representative to the Contractor. Contractor shall incorporate said comments and responses and resubmit the document to the Owner or Owner's Representative 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 Owner or Owner's Representative in writing.
- C. Submit a payment milestone breakdown table which corresponds to the milestones listed in the Phasing Plan and Submittal Schedule with a percentage breakdown for each milestone payment totaling the full contract amount. CCDC reserves the right to modify the payment milestone breakdown table prior to issuing Contractor Notice to Proceed.
- D. Submittal Schedule (with submittal timing) for all submittals, including those proposed by the Contractor that is not listed in the Contract Documents, to be included in the Contractor's Proposal. The contractor shall provide this information in Section C.4 in their proposal.
- E. Submittals shall include the following and are further described in the following table:
 - 1. Submit a Phasing Plan with the Proposal for the transition from the existing system to the new PARCS. The Phasing Plan shall be a plan for design, implementation, training, and testing. The contractor shall provide this information in Section C.4 in their proposal. Phasing Plan shall include the following:
 - a. Milestone dates in the form of a Gantt Chart Schedule
 - b. Phasing plan shall be resource loaded to indicate number of teams/individuals responsible for delivery of individual tasks.
 - c. Narrative description of phasing to install software, install new network equipment as needed, decommission each lane, install new field devices, perform LAT, and activate for public use.
 - d. A lane switchover approach
 - e. Decommissioning strategy for existing PARCS that maintains all critical systems and functionalities throughout the switchover process.
 - 2. Sample set of reports that are fundamental and readily available with the PARCS as part of the Proposal. The contractor shall provide this information in Section C.12 in their proposal. After coordinating with the Owner or Owner's Representative on report layout for all standard and custom reports, the Contractor shall submit a sample format of each report for final approval forty-five (45) calendar days prior to the FAT.
 - 3. Product data for review and approval for all field equipment and construction material (including bollards and concrete) 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 manufacturer cut sheets of all Contractor-supplied and third-party components incorporated in the various devices. The contractor shall provide this information in Section C.13 in their proposal

4. As part of the proposal submittal, the Contractor shall submit a document for Nature and Impact of Exceptions for any exceptions taken to this document or terms in the RFP. The document shall include Section, wording and a response from the vendor on recommendations to address the exception.
5. PA DSS Report of Validation - The Contractor's application software shall conform to the latest publicly known PCI DSS standards and be PA DSS certified. The Contractor shall submit the most recent PA DSS Report of Validation as part of their Proposal to which their system is certified. The contractor shall provide this information in Section C.14 in their proposal
6. Submit manuals forty-five (45) calendar days prior to the respective system or subsystem's installation unless otherwise noted. The Owner or Owner's Representative shall review the structure and contents of the manuals. The Owner or Owner's Representative will return comments to the Contractor, and the Contractor shall incorporate all comments into a revised user's manual. The Contractor shall submit the revised manuals for approval prior to commencing system installation. The Contractor shall submit the following manuals in electronic (PDF or Microsoft Word) format:
 - a. PARCS user manuals
 - b. PARCS subsystems manuals
 - c. Maintenance manual
 - d. Training manuals – including workbooks, lecture notes, and manuals to be used in live training sessions to include the following:
 - (1) Supervisor Manual
 - (2) Systems Administration Manual
 - (3) LPR User Manual
 - (4) Reporting Manual
7. Disaster Recovery Plan: The final documentation shall include a comprehensive disaster recovery plan. The plan shall provide the step-by-step procedures for disaster recovery for each point of failure.
 - a. The first steps shall be in diagnostics. The remaining steps shall provide procedures for resolution in order to bring systems back to full operational status.
 - b. 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.

- c. The disaster recovery plan shall include requirements for spares.
8. Testing procedures shall test all system functionalities that are described in these Functional Specifications as well as any other functionalities performed by the system (e.g., standard functionalities for the PARCS) that are not specifically described within these Functional Specifications. The test procedures document shall be submitted for review and comment a minimum of 45 calendar days prior to a required test. Fourteen (14) calendar days after receipt, review comments will be returned to the Contractor by the Owner or Owner's Representative. The Contractor shall incorporate the Owner or Owner's Representative'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 Owner or Owner's Representative. No test shall commence until the finalized Test Procedures Document is received by the Owner or Owner's Representative. The Contractor shall develop all test procedures for the tests that are listed below:
- a. Factory Acceptance Test (FAT)
 - b. Lane Acceptance Test (LAT)
 - c. Operational Completion Test (OCT)
9. A clear plan for the credit card processing subsystem shall be submitted as part of the proposal. The contractor shall provide this information in Section C.6 in their proposal. This plan shall include:
- a. Integration with a 3rd Party Chip-Card Processor
 - b. Identification of how PCI DSS compliance is achieved
 - c. P2PE certification
 - d. Credit card processing system flowchart
 - e. Example rates of 3rd party processing costs from similar installations.

- F. The following tables contain a listing of required Contractor submittals and the timing for the respective submittal:

Contractor Submittal	Submittal Timing
(C.1) PARCS Replacement Executive Summary	Proposal*
(C.2) Proposed ParkBOI PARCS System Hardware	Proposal*
(C.3) Proposed ParkBOI PARCS System Software	Proposal*
(C.4) Phasing and Transition Plan	Proposal*
(C.5) Hotel and YMCA Integration Capabilities (including Valet Operations)	Proposal*
(C.6) Credit Card Processing Subsystem Plan	Proposal*
(C.7) List of Clearinghouses for which the Contractor has a certified interface	Proposal*
(C.8) Maintenance & Warranty Plan	Proposal*
(C.9) Training Program	Proposal*
(C.10) Milestone Payment Plan	Proposal*
(C.11) Nature and Impact of Exceptions	Proposal*
(C.12) Appendix A - Sample Set of Standard Reports	Proposal*
(C.13) Appendix B - Product Data for all hardware proposed including: Entry Station, Exit Station, Cash/Credit Pay Station, Credit Card Only Pay Station, EMV reader, Contactless Reader, QR Code Reader, Entry/Exit Vehicle Detection, Barrier Gate, Intercom, UPS, LPR System and Camera, AVI (Optional), Proximity Card Readers (Optional long-range readers), Pinhole Camera, Network Switches, Bollards, and Reservation System. Vendor to also provide product data or requirements for switches to be purchased by CCDC.	Proposal*
(C.14) Appendix C - PA DSS Report of Validation	Proposal*
(C.15) Appendix D - Third Party Escrow Agreement	Proposal*
Submit 60% Design Plan	Within 45 calendar days of contract award
Submit full design plans for review	30 calendar days prior to construction start
Conceptual Design Document consisting of: Credit Card clearinghouse interface and design	Within 45 calendar days of contract award
<ul style="list-style-type: none"> Report formats and layout for all reports 	30 calendar days prior to FAT
Manual - Instructional training manuals (workbooks, lecture notes, etc.)	30 calendar days prior to the respective training class
Test Procedures – Factory Acceptance Test	30 calendar days prior to test start
Instructional Training course outline and schedule	30 calendar days prior to the respective training class
Failover & Failback procedures manual for PARCS (Disaster Recovery)	30 calendar days prior to implementation
Manual - Manufacturer's recommended maintenance procedures manual	30 calendar days prior to implementation
Manual - PARCS user manuals (including manuals for all third-party integrations)	30 calendar days prior to implementation
Request to begin Operational Completion Test	30 calendar days prior to completion of LATs
Naming conventions for field devices	30 calendar days prior to installation
Test Procedures – Factory Acceptance Test	30 calendar days prior to test start

Test Procedures – Lane Acceptance Test	30 calendar days prior to test start
Test Procedures – Operational Completion Test	30 calendar days prior to test start
Instructional Training course outline and schedule	30 days prior to the respective training class
LPR Evaluation Software	Prior to LAT.
Perpetual Software Licenses	When software is installed
Outstanding Punch List items w/estimated completion date	Weekly after the completion of LAT
As-Built Documentation	At time of Substantial Completion of the Work

**Information shall be included in Section C of the Respondent’s submittal and shall be clearly labelled as C.1 thru C.15, as indicated in the table above. See RFP for more information.*

1.06 QUALITY ASSURANCE

- A. All PARCS components and their installation shall comply with all laws, ordinances, codes, rules, and regulations of public authorities having jurisdiction over this part of the work. It shall be the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced. It shall be the Contractor’s responsibility to obtain any and all permits that are required to complete this work.
- B. All materials and equipment shall be listed, labeled, or certified by a nationally recognized testing laboratory to meet Underwriters Laboratories, Inc. (UL), standards where test standards have been established. Equipment and materials which are not covered by UL Standards will be accepted provided equipment and material is listed, labeled, certified, or otherwise determined to meet safety requirements of a nationally recognized testing laboratory. Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance with national industrial standards, such as NEMA, or ANSI. Evidence of compliance shall include certified test reports and definitive product data.
- C. Housings of the components exposed to weather shall meet NEMA 4 standards or better to be moisture-proof and shall provide sufficient protection so that the components continue to function without moisture, dust, heat, or extreme cold related interruption.

1.07 DELIVERY AND STORAGE

- A. Contractor shall be responsible for insuring all shipped items. Any items damaged during shipping shall be replaced and shipped to the Owner or Owner’s Representative, by expedited means if requested, at no additional cost to the Owner or Owner’s Representative.
- B. The Owner or Owner’s Representative shall provide the Contractor with a designated storage area up to 3,000 square feet within an existing ParkBOI parking garage for PARCS equipment that has not been installed. The Contractor shall describe in their Proposal the square footage of area required, and what is planned to be stored in the area. The Owner or Owner’s Representative shall

determine the exact location(s) after Contract Award. 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, the Contractor shall replace the equipment at no additional cost to the Owner or Owner's Representative.

- C. 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 Owner, Owner's Representative, CCDC employees, or the using public are excluded as a cost incurred by the Contractor. Also excluded from the costs incurred by Contractor are damages due to Acts of God that occur after installation.

1.08 PROJECT/SITE CONDITIONS

- A. All field equipment and components shall be fully protected from the ambient environment when installed in the proper housing provided by the Contractor. Operation of the equipment shall not be affected in any way by Normal Weather Conditions. In addition, operation of the equipment shall not be affected in any way by the conditions listed below:
 - 1. Ambient Temperatures: -20°F to 120°F
 - 2. Humidity: 0% to 95% (non-condensing)
 - 3. Rain: Blowing rain with 80 mph gusts
 - 4. Snow: Blowing snow with 80 mph gusts
 - 5. Dust: Blowing dust and fine sand
 - 6. Wind: gusts of 80 mph or greater
- B. Environmental conditions shall not inhibit the PARCS from performing in accordance with these Functional Specifications. The Contractor shall provide a system such that environmental conditions in a cabinet shall not cause failure of the installed electronics.
- C. Electrostatic and electromagnetic forces within the environment, e.g., non-direct lightning strikes, or other types of power interference shall have no effect upon the integrity or operation of the PARCS. The Contractor's solution for preventing power interference shall be presented to the Owner or Owner's Representative for approval prior to implementation. Lightning protection through surge arrestors or earthen ground rods or a combination thereof shall be provided and installed for the PARCS. The Contractor shall determine, based upon their system requirements, the appropriate lightning protection method to use for the location where the equipment is installed. Equipment shall be UL approved for use as part of a primary labeled lightning protection system and marked in accordance with UL procedures.
- D. Existing Communications
 - 1. Currently, the existing PARCS equipment is connected to servers using leased line communications located in either the CCDC offices or communication rooms in parking garages. All S&B servers are located in the CCDC offices while Amano servers can be found in the

communication room of the 11th and Front garage. Each parking garage room has direct communications using Ethernet cables to all devices in the facility from the communications room at each site. The existing vendor currently runs on a hosted server located at the CCDC offices. The vendor will be responsible for providing new communications from the lanes and the main switch in a cabinet provided by CCDC.

E. Existing Power

1. The Contractor shall utilize the existing power where possible.

F. Parking Facilities

1. The parking garages utilize Scheidt & Bachmann PARCS in five parking garages and Amano PARCS in one parking garage (11th and Front). CCDC parking garages can accommodate various user types including hourly parkers (transient), monthly parkers, three hotels, and special event parkers. A future parking garage is anticipated to be built in downtown Boise near 10th and Jefferson and will need integration with YMCA customers using their membership pass cards as garage credentials. All parking garages are automated during regular operations. Each parking garage has ticket dispensers on entry and payment upon exit. Programs like BikeBOI bike parking can be found in the 9th and Main parking garage and utilizes a proximity card that is integrated with Scheidt & Bachmann PARCS for monthly bike parkers. All parking garages have pedestrian warning alerts at exits to warn pedestrians of exiting cars. These warning systems are not integrated in the current PARCS but rather have their own standalone system that will not be integrated into the PARCS.
2. The following parking facilities are included in this project:
 - a. **9th and Main:** This parking garage has three (3) access points: an entry along Main Street, an exit along 9th Street, and an entry and exit along Idaho Street. BikeBOI parking is located on level one and integrated within the PARCS. The Main Street access point has one entry lane. There are two exit lanes on level one, and drivers can exit either through 9th Street or Idaho Street after the exit gates. There is a parking space counter located at the Main Street and at Idaho Street access points. All lanes have a proximity card reader for monthly parkers, a QR scanner for validated tickets, and an intercom system. On level one, there are two drive-thru ATM lanes adjacent to the parking entry lane that are not part of the scope of this project. The drive-thru ATM is accessible via the Main Street access point, outside this facility's gated area. This parking garage predominantly serves monthly parkers, many of whom are downtown Boise office workers and/or employee tenants of the Zions Bank Building. There are nested parking areas on levels three through five, with one entry and one exit lane on each level. All lanes in the nested parking areas have a proximity card reader for monthly parkers. Nested parking lanes have intercom systems. There are roll-up gates at each access point for fire safety that are not integrated with the PARCS and are

not intended to be integrated in the future. All equipment is Scheidt & Bachmann.

- b. **9th and Front:** This parking garage has two access points: an entry and exit along 9th Street and an exit along Front Street. The 9th Street access point has one entry lane and one reversible entry/exit lane. The Front Street access point has one exit lane. There is a parking space counter located at the 9th Street access point, as well as at the corner of 9th Street and Front Street on an elevated wall mounted sign. All lanes have a proximity card reader for monthly/residential parkers, a QR scanner for validated tickets, and an intercom system. This parking garage predominantly serves event parkers during nights and weekends. There are nested parking areas on levels three through five with one entry and one exit lane on each level. All lanes have a proximity card reader that include residential parkers of the Aspen Lofts. Nested parking lanes do not have intercom systems. There are roll-up gates at each access point to the nested parking areas for fire safety and overhead gates open using a clicker. These users will need to be provided with access credentials, but the overhead equipment and clicker will remain. All equipment is Scheidt & Bachmann.
- c. **10th and Front:** This parking garage has two access points: two exit lanes on Grove Street and a single entry on 10th Street. The Grove Street access point has two exit lanes, and the 10th Street access point has one entry lane. There is a parking space counter located at the 10th Street access point. This parking garage predominantly serves guests of Hotel 43, monthly parkers, visitors, and valet parking from the hotel and nearby restaurants. All lanes have a proximity card reader for monthly parkers, a QR scanner for validated tickets, and an intercom system. Hotel 43 guests utilize reserved spaces within the facility and are able to enter/exit the facility via QR code printed at the Hotel 43 registration/check-in desk. All equipment is Scheidt & Bachmann.
- d. **11th and Front:** This parking garage has three access points; an entry along US-26 (Front Street), an entry/exit along an alleyway between Front Street and Myrtle Street, and an entry/exit along a driveway between the parking garage and the Hilton Garden Inn on the west side of the garage. The Front Street access point has two entry lanes, and the remaining access points both have one entry lane and one exit lane. There is a parking space counter located at the Front Street access point. However, this is currently non-functioning due to incompatibility with the existing PARCS equipment. All lanes have a proximity card reader for monthly parkers, a proximity card reader for hotel guests, a QR scanner for validated tickets, and an intercom system. This parking garage predominantly serves guests of the Hilton Garden Inn but has become increasingly popular among visitors looking to park. All equipment is Amano.

- e. **Capitol and Main:** This parking garage has three access points: an entry along Main Street, an entry along Idaho Street and an exit along Capitol Boulevard. The Idaho Street access point and the Main Street access point leads to one entry lane on level two of the parking garage. There are two exit lanes on level one that merge into a single exit lane, exiting to Capitol Boulevard. A parking space counter is located at both the Main Street and Idaho Street access points. All lanes have a proximity card reader for monthly parkers and a QR scanner for validated tickets. This parking garage predominantly serves hourly and monthly parkers in addition to the residents of the Chase Bank Tower Condominiums. All equipment is Scheidt & Bachmann.
- f. **Capitol and Myrtle:** This parking garage has three access points: an entry along Capitol Boulevard, an entry along the Alley Way between the parking garage and 8th Street, and an exit along the Alley Way between the parking garage and 8th Street. The Capitol Boulevard access point has one entry lane. One of the Alley Way access points has two exit lanes, and the other access point has one entry lane. There is a parking space counter located at the Capitol Boulevard access point. All lanes have a proximity card reader for monthly parkers, a proximity card reader for hotel guests, a QR scanner for validated tickets, and an intercom system. This parking garage predominantly serves the Hampton Inn guests. All equipment is Scheidt & Bachmann.
3. **Entry/Exit Control:** Entry and exit lanes are distributed as detailed in the following table.

Deck Name Access Point	Lanes			User Type per Access Point			Payment Machines		
	# of Entry Lanes	# of Exit Lanes	# of Reversible Lanes	Visitors	Monthly	Hotel	Credit Card	Cash	CC + Cash
9th & Main									
Main Street	1	0	0	x	x				
9th Street	0	1	0	x	x		1	-	3
Idaho Street	1	1	0	x	x				
Nested Area	3	3	0		x		-	-	-
9th & Front									
Front Street	0	1	0	x	x		2	-	2
9th Street	1	0	1	x	x				
10th & Front									
Grove Street	0	2	0	x	x		-	-	1
10th Street	1	0	0	x	x	x			
11th & Front									
US-26	2	0	0	x	x	x			
11th Street Alley Way	1	1	0	x	x	x	-	-	2
Hilton Garden Inn Alley Way	1	1	0	x	x	x			
Capitol & Main									
Main Street	1	0	0	x	x				
Idaho Street	1	0	0	x	x		2	-	3
Capitol Boulevard	0	1	0	x	x				
Capitol & Myrtle									
Capitol Boulevard	1	0	0	x	x	x	-	-	1
Alley Way	1	2	0	x	x	x			

Quantities for all entry lanes, reversible lanes, and exit lanes will remain. The quantities for the Pay Stations are outlined in their respective hardware sections.

1.09 PROJECT SEQUENCING

- A. The Contractor shall propose sequencing in the Phasing Plan that achieves full implementation of the PARCS within 365 calendar days. The selected Contractor will need to be presented for CCDC Board approval and then a contract will be negotiated.

1.10 MAINTENANCE AGREEMENT

- A. The Contractor shall provide training and vendor certification for up to two designated employees to become factory trained technicians capable of performing all maintenance duties of an on-site technician. This shall be inclusive of all technician equipment and tools, and travel for training. Annual and recurring training shall be included as well. The training and vendor certification shall allow the employee to perform maintenance activities and not void the warranty.
- B. The Contractor shall offer maintenance plans for Emergency Maintenance and Repair needed with information on response times for repairs that might need a technician on-site.
- C. The maintenance agreement scope of work for this agreement does not cover any repairs necessitated by vandalism, customer or owner misuse, Acts of God, or any other cause that does not specifically relate to normal wear and tear.
- D. The maintenance agreement scope of work and related fee shall include all PARCS maintenance within business hours, including parts and labor. The maintenance agreement scope of work and related fee shall include all emergency maintenance outside of business hours.
- E. Vendor to provide response times for Emergency maintenance options for the Owner to select the option that best suits their needs.

1.11 WARRANTY (HARDWARE AND SOFTWARE SUPPORT) – YEAR 1 AND 2

- A. The Contractor shall warranty all parts, materials, software, 3rd party hardware, 3rd party software, and workmanship following successful completion of the OCT and receipt of acknowledgement of formal system acceptance by the Owner or Owner's Representative, for a period of twenty-four (24) consecutive months. All-inclusive costs (parts, labor, maintenance, software, 3rd party software, 3rd party hardware, warranty repairs, Contractor travel time, Contractor expenses, etc.) incurred during the warranty period shall be provided without additional cost to the Owner or Owner's Representative.
- B. The Contractor shall allow trained CCDC-designated PARCS maintenance technicians to perform maintenance on PARCS equipment that shall not void the warranty of the equipment.
- C. Costs (time and material) for repair or parts replacement, components, damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by Owner, Owner's Representative or Owner employees or the using public are excluded as a warranty item. Also excluded

from the warranty are damages due to Acts of God. All services that are performed during the warranty period are assumed to be included as part of the warranty. If there are maintenance or other services that will be provided that are not included as part of the warranty, Contractor shall outline those services and costs for those services in their proposal. The contractor shall provide this information in Section C.8 in their proposal.

- D. The warranty period on the PARCS shall begin when the OCT has been successfully completed and the Contractor has received written notice of formal system acceptance from the Owner or Owner's Representative. The Contractor shall maintain all systems that are operating prior to starting the warranty period at no cost to the Owner or Owner's Representative. Maintenance services shall be as defined within the Manufacturer's recommended maintenance procedures manual submitted with the Proposal and as accepted by the Owner or Owner's Representative. The contractor shall provide this information in Section C.8 in their proposal.
- E. The Contractor shall maintain all systems throughout the warranty period. All preventive maintenance shall be performed at non-peak periods during regular business hours. Vendor to coordinate with Client at a minimum 24 hours in advance to determine the appropriate time to perform any maintenance/updates that would occur during business hours.
- F. Software Support during the Warranty Period: In this Section PARCS software shall refer to the Contractor's software used in the PARCS.
 - 1. The Contractor shall make available to the Owner or Owner's Representative normal PARCS software improvement releases (updates) when they become available. Where PARCS 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 PARCS software release to be available to the Owner or Owner's Representative within thirty (30) calendar days of notification. All upgrades or improvements to PARCS software shall be documented and approved, prior to implementation. The Contractor shall correct major PARCS software problems immediately on a priority basis. Major PARCS software problems are defined as those causing erroneous financial transactions, revenue loss, reporting errors (including parker counts), loss of entry/exit functionality, loss of payment functionality, system instability, database corruption and compromised operational efficiency. Where PARCS software problems are identified and are agreed to be major, these problems shall be corrected in a new PARCS software release to be available to the Owner or Owner's Representative within five (5) calendar days of notification.
 - 2. All PARCS, and 3rd party software patches and updates (provided as part of this proposal) shall be provided free of charge during the warranty period; however, the Owner or Owner's Representative shall have the option of implementing the updates or not. Seven (7) calendar days prior to all PARCS software modifications, patches, updates, and upgrades, the Contractor shall provide accurate and complete documentation that describes:
 - a. patch/update release designation

- b. proposed date and time of implementation
 - c. detailed description of what the patch/update accomplishes
 - d. full disaster recovery procedures that return the system to its pre-patch update condition
 - e. list of other installations where the patch has been previously installed, and contact information for those customers
3. Contractor shall coordinate the testing and implementation of all patches and updates with the Owner or Owner's Representative.
 4. Contractor shall provide a change control methodology to document system changes and approvals prior to implementation.
 5. The Contractor shall commit to provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered within fifteen (15) calendar days of discovery.

1.12 POST-WARRANTY (HARDWARE AND SOFTWARE SUPPORT) – YEARS 3 THROUGH 10

- A. The Contractor shall propose a scope of work to provide post-warranty software support services, preventative maintenance, and emergency services, for up to ten (10) years from the final project acceptance. Services to be described in the scope of work for the Software Support, Preventative Maintenance and Emergency Support Agreement include, but are not limited to:
 1. On-Site support and maintenance for all PARCS software, equipment, and all 3rd party applications.
 2. Remote support and maintenance for all PARCS software, equipment, and all 3rd party applications.
 3. 24/7 Hotline telephone support
 4. On-Site emergency response support.
 5. All PARCS software patches and updates shall be provided free of charge during years 3 - 10; however, the Owner or Owner's Representative shall have the option of implementing the updates or not. Seven (7) business days prior to all PARCS software modifications, patches, updates, and upgrades, the Contractor shall provide accurate and complete documentation that describes:
 - a. patch/update release designation
 - b. proposed date and time of implementation
 - c. detailed description of what the patch/update accomplishes
 - d. full disaster recovery procedures that return the system to its pre-patch update condition
 - e. List of other installations where the patch has been previously installed, and contact information for those customers
 6. Contractor shall provide all required documentation for patches, updates, and modifications in accordance with PCI-DSS version 4.0 or higher.

7. Contractor shall coordinate the testing and implementation of all patches and updates with the Owner or Owner's Representative.
 8. Preventative Maintenance support will be provided by the Owner or Owner's Representative for non-technician maintenance such as taking care of paper receipts, low stock for tickets.
- B. Proposed scope of work shall be subject to modification and ultimate approval of the Owner or Owner's Representative.
 - C. For emergency support services, the Contractor shall provide Hourly Service Rates, as defined below:
 1. Regular Business Hours – 6:00 AM through 11:00 PM, 7 days a week
 2. Outside of Business Hours – 11:00 PM through 6:00 AM, 7 days a week
 - D. If the Contractor withdraws from the manufacture, distribution, or support of parking revenue control systems in the United States; or sunsets a hardware component, the Contractor shall provide the Owner or Owner's Representative with the notice of such occurrence at least 180 calendar days in advance of withdrawal. In addition, the Contractor shall provide the Owner or Owner's Representative with manufacturing specifications for all Contractor-manufactured components and sourced-proprietary components of the PARCS, and the Owner or Owner's Representative shall be provided the opportunity to purchase a suitable number of spares of all discontinued components.

1.13 MAINTENANCE SERVICES

- A. The Maintenance Services to be provided by the Contractor shall include maintenance for the PARCS hardware components, and all subsystems. The services proposed by the Contractor shall also cover any additional subsystems that are installed by the Contractor as part of this project.
- B. The Contractor shall provide an online Maintenance Tracking System to track all maintenance activities. The Maintenance Tracking System shall provide the Owner or Owner's Representative a dashboard view of all scheduled and unscheduled maintenance activities. The Maintenance Tracking System shall record when calls or service tickets are received and when they are resolved. The Maintenance Tracking System shall be used as the source of information to calculate maintenance performance against the contractual requirements. All entries into the Maintenance Log shall be stored in the Maintenance Tracking System.
- C. The support to be provided by the Contractor under the maintenance contract shall provide the Owner or Owner's Representative with complete PARCS support. The service coverage for hardware covered by the maintenance contract is 24 hours per day, seven days per week, and 365 days per year. Contractor-certified technicians shall provide total system support. Access to a Contractor-certified technician includes contact by telephone, e-mail, and on-site as needed to provide the levels of support defined within the Contract. The Contractor shall be responsible for providing all labor, materials, equipment, and supervision required to maintain and repair all PARCS hardware installed as part of this project, as well as PARCS hardware installed during the term of the maintenance contract. The scope of the maintenance work includes Preventive Maintenance and Emergency Services Maintenance.

D. Maintenance Responsibilities

1. There are two types of maintenance, Preventive Maintenance and Emergency Services Maintenance, and each type is further divided into two levels, Technician Level and Operational Level. The Contractor shall only be responsible for providing Technician level services. All Operational level services shall be provided by Owner or Owner's Representative staff as defined within this section.
 - a. The Contractor shall submit technician hourly rates for both preventative and emergency services maintenance.
2. Any individual providing Technician Level Maintenance Services as part of the maintenance agreement shall be a factory trained and certified technician.

E. Preventive Maintenance – Technician Level

1. Preventive Maintenance Plan: The Contractor shall submit a proposed Preventive Maintenance Plan for all hardware specified in the Contract that ensures all hardware operates as designed and specified. The Contractor shall submit the Preventive Maintenance Plan as part of their Proposal response. Preventive Maintenance services shall include but are not limited to inspection, testing, necessary adjustment, alignments, lubrication, parts cleaning, replacement of consumables, battery refresh, and communication system maintenance of the PARCS hardware provided as part of this project by the Contractor. The Owner or Owner's Representative reserves the right to modify any portion of the Preventive Maintenance Plan throughout the life of the Contract. Preventive Maintenance services shall be performed on each hardware component of the PARCS in accordance with the approved Preventive Maintenance Plan. The 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. The contractor shall provide this information in Section C.8 in their proposal.
2. Preventive Maintenance shall be scheduled to the greatest extent possible during non-peak periods. The Contractor shall consult with the Owner or Owner's Representative to determine periods of peak activity for the various devices.
3. The Contractor shall provide the ability to schedule maintenance during heavy traffic times at an emergency rate.

Scheduled maintenance services shall follow this general procedure:

1. Prepare - This includes reading and becoming familiar with all manuals and material concerning the equipment, ensuring safety precautions are taken, obtaining all tools, taking the equipment out of service, initiating service documentation, and updating the Maintenance Log.
2. Visually Inspect – Includes checking for loose wires, missing hardware, structural damage, damaged cables, cracked displays, peeling labels, rust, etc.

3. Service and Repair – This includes performing the service and repairing items noted faulty during the inspection.
 4. Test – This includes testing the equipment to ensure functionality in accordance with the Contract.
 5. Return to Service – Once testing is complete and successful the technician shall return the equipment back into service.
 6. Complete Service Documentation – The technician shall complete the service documentation, file paperwork for historical purposes, and update the Maintenance Log.
- F. As part of the Preventive Maintenance procedures for each piece of equipment the Contractor shall initial and note the date and time the Preventive Maintenance was performed and update a Maintenance Log. The Owner or Owner's Representative 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 Owner or Owner's Representative by the Contractor.
- G. The Contractor shall be responsible for providing all tools and test equipment or any specialized tools required to perform the tasks of the maintenance agreement as well as any method of transportation, such as a vehicle, required to transport the technician(s) and store required tools and spare parts.
- H. All consumable office supplies shall be the responsibility of the Contractor.
- I. Preventive Maintenance Services - Operational Level:
1. The Owner or Owner's Representative parking staff shall have the responsibility of providing the Operational Level Preventive Maintenance services as follows:
 - a. Checking the status of the lane status lights at 9th & Front Reversible Lanes.
 - b. Checking printer clarity
 - c. Checking gate arms for tightness and serviceability
 - d. Checking printer paper and ticket stock
 - e. Aesthetic cleaning of the PARCS equipment
- J. Emergency Services – Technician Level
1. Emergency Services shall be performed in response to specific events and shall return equipment to an operating state following a malfunction. Emergency services shall include inspections and necessary tests to determine the causes of PARCS hardware malfunction or failure. The emergency services shall also include the furnishing and installation of components and/or parts that are required to repair malfunctioning system elements.
 2. The Contractor shall perform Emergency Services in response to notifications by the Owner or Owner's Representative under normal conditions as described herein. In addition, the Contractor shall perform Emergency Services in response to notifications by the Owner or Owner's

Representative under unusual conditions. Unusual conditions may include a vehicle striking lane equipment thereby damaging the equipment so that the equipment may stop working. Services performed under unusual conditions shall be invoiced to the Owner or Owner's Representative above the Contract value on a time and materials basis. The Contractor shall propose hourly rates based on the time of day, day of week, etc. that the services are performed. Parts required to perform Emergency Services under unusual conditions, that are not included in the spare parts inventory, shall be invoiced to the Owner or Owner's Representative at the agreed upon rates used to replenish the spare parts inventory under normal conditions.

3. Due to the gravity of an equipment malfunction/failure, emergency responses and associated corrective actions shall be provided within the response times in this specification. When Emergency Services are required, as determined by the Owner or Owner's Representative, the Owner or Owner's Representative shall notify the Contractor at any time, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. As with Preventive Maintenance, emergency services shall be tracked in the Maintenance Log. Contractor shall follow Owner or Owner's Representative provided procedures on who to contact to inform and/or update the status or resolution of a problem.

K. Emergency Service Maintenance Performance Requirements

1. The Contractor shall provide three (3) methods of notification to be used for emergency contact information. The methods of notification shall provide a means of tracking the date and time the message was delivered. The Contractor shall provide a response call within thirty (30) minutes of notification by the Owner or Owner's Representative. The Contractor shall respond within thirty (30) minutes to all emergency maintenance notifications. Performance shall be calculated as the total number of response calls returned to the Owner or Owner's Representative within thirty (30) minutes divided by the total emergency notifications placed in one (1) month. For each percentage point (below 100%) of total emergency maintenance calls that the Contractor does not respond to within thirty (30) minutes, the Contractor's monthly invoice shall be reduced by 5% of its Emergency Maintenance (EM) invoice amount. Each thirty (30) minutes in excess of the response to the maintenance call shall be treated as an additional call. For example, if the Maintenance Tracking System indicates that the Contractor responded within thirty (30) minutes to 98% of all emergency maintenance calls, the Contractor's monthly EM invoice amount shall be reduced by 10%.
2. Resolution of the situation within four (4) hours after notification is required in all situations. A temporary solution is acceptable in the event replacement parts are not available in inventory. Performance shall be calculated as the total number of emergency events resolved within four (4) hours divided by the total emergency notifications placed in one (1) month. Each four-hour timeframe after the initial maintenance call shall be treated as a separate maintenance call. For each percentage point (below 100%) of total emergency maintenance calls that the Contractor does not

resolve within four (4) hours, the Contractor's monthly invoice shall be reduced by 5% of its EM invoice amount, unless the Owner or Owner's Representative agrees that there were factors beyond the Contractor's control that prevented them from performing. For example, if the Maintenance Tracking System indicates that the Contractor resolved 98% of all emergency maintenance calls within four (4) hours or less, the Contractor's monthly invoice shall be reduced by 10%. The Contractor shall submit a table with expected response times, options, and pricing for anticipated maintenance situations. The following table provides some examples of expected response times to given situations:

Situation/Problem	Expected Response Time
Call from Owner	Within 30 minutes
Critical software malfunction	Within 30 minutes
Credit card system malfunction	Within 30 minutes
Ticket/credit card reader not working	1 hour
Gate malfunction	1 hour
Slowness in lanes	1 hour

3. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, shall be thoroughly documented in the Maintenance Log and reported to the Owner or Owner's Representative the next business day. The Owner or Owner's Representative may grant relief for the service hour requirement after reviewing these factors.
4. The Owner or Owner's Representative shall notify the 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.
5. The Contractor shall be given thirty (30) days from receipt of notification to take corrective actions with respect to the problem identified by the Owner or Owner's Representative or request relief.

L. Maintenance Staff

1. The Contractor shall provide resumes for the proposed maintenance staff as a part of the Proposal.
2. The Contractor shall adhere to the requirements noted below, and then propose an appropriately sized staff to ensure successful performance of routine Preventive Maintenance and Emergency Services Maintenance. The Contractor's staffing plan shall take into consideration extenuating circumstances such as illness, family emergencies, vacations, etc. such that the required number of technicians are always available. The Vendor shall propose options for technicians on site and their hours and shall also propose options for local technicians to be readily available.
3. The Contractor's maintenance staff that will perform the scope of work described shall consist of:
 - a. Factory trained hardware technicians available throughout the life of the maintenance Contract to handle Preventive Maintenance.

- b. Factory trained hardware technicians to handle emergency maintenance services calls, available by text, email, or phone twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
 - c. The Owner or Owner's Representative shall have the right to have any personnel removed from the Site at its sole discretion. Contractor shall immediately remove personnel upon notification.
- M. License Plate Recognition Services
 - a. The Owner or Owner's Representative will perform random LPR accuracy testing on various lanes within the PARCS each month. Contractual accuracy standards defined in the Specification shall be maintained throughout the life of the system.
 - b. If the random test results do not meet these standards, an Emergency Services Maintenance notification shall be made to the Contractor by the Owner or Owner's Representative. The Contractor shall then respond to the notification and resolve the issue accordingly.

1.14 SPARE PARTS

- A. Contractor shall provide listing of all spare components and manufacturers of those spare components to the Owner or Owner's Representative with contact information, pricing, and availability.
- B. The Contractor shall propose a list of spare parts (type and quantity) to be maintained on site. The list of all spare parts required to maintain the system under the submitted preventive maintenance program shall be clearly identified and included in the Proposal. After a spare part is taken from the inventory a replacement spare part shall be ordered. In addition, the Contractor shall submit a price list for the proposed spare parts inventory that lists the cost of each part on the spare parts inventory. The contractor shall provide this information in Section C.8 in their proposal.
- C. Contractor shall provide an asset management application that is accessible by the Owner or Owner's Representative. 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 Owner or Owner's Representative shall have access to the asset management application to include review of spare parts inventory at any time. It is acceptable for the asset management application to be a part of the Maintenance Tracking System, or it may be a cloud-hosted spreadsheet.
- D. The Owner or Owner's Representative reserves the right to order additional parts and manage the PARCS spare parts inventory as required to maintain the system. All parts needed for repair will be shipped overnight at the expense of the Contractor.
- E. The proposed spare parts list is subject to the approval of the Owner or Owner's Representative, and the Owner or Owner's Representative reserves the right to modify the spare parts inventory throughout the term of the Contract. The Owner or Owner's Representative shall provide a storage location of the spare parts,

exact location to be identified by the Owner or Owner's Representative after Contract Award. The 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 spare parts from the inventory immediately upon use.

- F. All equipment and parts shall be newly manufactured within the past six (6) months and never installed in any other operational system other than for factory test purposes for this contract.
- G. When delivered to the Owner or Owner's Representative, 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 Owner or Owner's Representative with contact information, pricing, and availability.

1.15 CONSUMABLES

- A. The Contractor shall provide the Owner or Owner's Representative with receipt specifications; barcode/QR code location; and proposed ticket printer for the new PARCS within thirty (30) days following Contract Award. The ticket format shall be such that the Owner or Owner's Representative 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 and receipt paper shall be printed with an Owner approved logo and appropriate branding as specified by the CCDC.
- B. The Owner or Owner's Representative shall not be tied down to any one particular ticket supplier. As such, ticket specifications shall be reproducible by multiple ticket printers. Specifications for consumables shall be included with required bid documents, and the Owner's Operator will be responsible for the procurement of ticket stock consumables.
- C. The Contractor shall provide a set of keys for each unit of equipment that is stocked with tickets. The Contractor shall also provide five (5) sets of primary keys for all locks. All equipment of the same type shall have the same key. All keys should be unique for the project. Keys for areas that access cash shall be keyed individually. This includes bill acceptors, coin vaults, and cash vaults. All other keys should be keyed the same.

PART 2 - PRODUCTS

2.01 SOFTWARE

- A. The Vendor shall propose a cloud-based system for the PARCS and all third-party integrations and systems.
- B. All software and software licensing required by the system shall be provided by the Contractor. Each such software package shall be identified in the Contractor's Proposal. Unless specified elsewhere, all third-party software provided by the Contractor shall be the latest available version at the time of system implementation. The Contractor shall be responsible for making any necessary modifications, and providing documentation of such modifications, to existing software programs that the Contractor adopts for the system. Should the Contractor and the software vendor be separate entities, the standard system software supplied shall not be modified by the Contractor in any way that shall preclude the purchase of a standard maintenance and service contract from the Contractor. All third-party software maintenance agreements shall remain valid throughout the duration of the warranty period and shall be extended on an annual basis according to the provisions to be negotiated and described within the post-warranty Software Support, Preventive Maintenance and Emergency Support Agreement. The contractor shall provide this information in Section C in their proposal.
- C. The Contractor shall identify any and all third-party software and their associated licenses in the Proposal. Licenses shall cover future updates as required by the Contract Documents for as long as the software is maintained by the third-party provider. The contractor shall provide this information in Section C.3 in their proposal.
- D. All PARCS functionality shall be accessible and usable via a browser-based GUI. The GUI shall be compatible with all major browsers and shall at a minimum work universally with Firefox, Chrome, Safari, and Internet Explorer. Vendors shall also provide option for mobile friendly GUI.
- E. System Design Review
 - 1. Contractor shall submit necessary documentation in the form of the Conceptual Design Document to conduct a System Design Review. Required documentation shall demonstrate to the Owner or Owner's Representative that the Contractor's proposed system meets 100% of the requirements of this specification. The Owner or Owner's Representative shall require a minimum of ten (10) business days for the review the Conceptual Design Document. To receive written acceptance, Contractor shall incorporate and demonstrate the Owner or Owner's Representative's feedback/comments from the Conceptual Design Document prior to commencement of the next milestone. Contractor shall not proceed until receipt of written acceptance presented by the Owner or Owner's Representative. The following summarizes in detail the requirements of these reviews:
 - 2. System Design Review:
 - a. Documents to be submitted shall include, but not limited to, the following:

- (1) System schematics, block diagrams, interconnection diagrams, and flow charts
 - (2) Standard reports samples and proposed formats for new reports
 - (3) Software design approach, database design and list of all software
 - (4) Detailed description of network design between field devices and cloud-based central system
 - (5) Detailed description of proposed credit card data flow and processing.
 - (6) Graphical User Interface (GUI) User Screens
 - (7) Transition Plan
- b. Contractor shall facilitate and conduct the System Design Review at CCDC or at a location approved by the Owner or Owner's Representative.

F. Application Software

1. Application software shall be comprised of computer application programs to provide complete operation of the PARCS.
2. Cloud-based system shall allow multiple groups and roles that govern individual access to the system and transactions within the system. The assignment of a group/role will determine whether or not the individual may access a transaction, and if the access is update or view only.
3. The Contractor shall install and configure all application software and firmware required by the PARCS with all software licenses needed.
4. The application software shall provide the following:
 - a. Any action that could compromise the integrity of the operating system or application software shall be password controlled and shall comply with current, up-to-date PCI standards.
 - b. Separate login shall be required for the separation of file maintenance and routine data entry and retrieval.
 - c. PCI DSS V4.0 or higher: Assign all users a unique ID before allowing them to access system components or cardholder data.
 - d. PCI DSS V4.0 or higher: In addition to assigning a unique ID, employ at least one (1) of the following methods to authenticate all users:
 - (1) Something you know, such as a password or passphrase
 - (2) Something you have, such as a token device or smart card.
 - (3) Something you are, such as a biometric.
 - e. PCI DSS V4.0 or higher: Incorporate two-factor authentication for remote access.

- f. PCI DSS V4.0 or higher: Render all passwords unreadable during transmission and storage on all system components using strong cryptography.
- g. PCI DSS V4.0 or higher: Ensure proper user identification and authentication management for non-consumer users and administrators on all system components.
- h. PCI DSS V4.0 or higher: Control addition, deletion, and modification of user IDs, credentials, and other identifier objects.
 - (1) Verify user identity before performing password resets.
 - (2) Set passwords for first-time use and resets to a unique value for each user and change immediately after the first use.
 - (3) Immediately revoke access for any terminated users.
 - (4) Remove/disable inactive user accounts at least every ninety (90) days.
 - (5) Enable accounts used by vendors for remote access only during the time period needed. Monitor vendor remote access accounts when in use.
 - (6) Communicate authentication procedures and policies to all users who have access to cardholder data.
 - (7) Do not use group, shared, or generic accounts and passwords, or other authentication methods.
 - (8) Change user passwords at least every ninety (90) days.
 - (9) Require a minimum password length of at least seven (7) characters.
 - (10) Use passwords containing both numeric and alphabetic characters.
 - (11) Do not allow an individual to submit a new password that is the same as any of the last four (4) passwords he or she has used.
 - (12) Limit repeated access attempts by locking out the user ID after not more than six (6) attempts.
 - (13) Set the lockout duration to a minimum of thirty (30) minutes or until administrator enables the user ID.
 - (14) If a session has been idle for more than fifteen (15) minutes, require the user to re-authenticate before re-activating the session.
 - (15) Authenticate all access to any database containing cardholder data. This includes access by applications, administrators, and all other users.
 - (16) Restrict user direct access or queries to databases to database administrators.

- i. All changes to data, system, or operating system shall be logged and recorded in accordance with PCI requirements and shall not jeopardize PCI Compliance.
- j. PARCS software shall be browser-based, web-browser enabled, and accessible through mobile applications (i.e. the PARCS software shall be accessible by an authorized user through an internet browser). Users shall not need a client version of the software installed on their workstations to access the software. Access rights to the system for Owner or Owner's Representative personnel and others shall be defined during implementation.
- k. Solution shall provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.
- l. The PARCS software shall provide functionality to easily track the preventative maintenance cycles for all equipment. The system shall show the history of preventative maintenance for equipment.
- m. Automatically detect and report fault conditions. The system shall perform a self-check on a routine basis and provide notification for fault conditions and equipment failure. Fault conditions shall be categorized by severity and the system shall notify designated Owner or Owner's Representative personnel via email and or text message for any individual fault condition, category of fault, or Owner or Owner's Representative -selected group of faults.
- n. Facilities monitoring of all field devices, e.g., entry terminal status, barrier gate status, Unattended Exit terminal status, and lane status displays.
- o. Allow Supervisors to authorize exception transactions occurring in an Unattended Exit Lane transaction from a workstation. Authorization shall be auditable by username, date, and time.
- p. Require Supervisors to enter reason for adjusting any ticket in a comment field. Each use of this function shall be automatically logged in the system with date, time, and username.
- q. Central access and control of field devices – Users with the appropriate authorization shall be able to issue remote commands from system workstations to the field devices such as raising and lowering the barrier gates; rebooting the entry or exit terminal; putting the entry or exit terminal in or out of service; changing the lanes status signs. The use of central controls shall be logged with user ID, time, device controlled, and action taken.
- r. Parking rate, grace period, and time increment changes – All parking rate, grace period and time increment changes shall be conducted at the back-end system level and shall be auditable within the system. The PARCS shall remotely communicate with all devices in real-time for a general broadcast of information or software update or communicate to a single device to upload information or software. Broadcasting information such as rate

changes or time increment changes shall be in real-time to all field devices. It shall be possible to remotely shutdown a field device's operating system, upload updates and remotely restart the field device. The system shall correctly process parking fees during a transition:

- (1) from daylight savings time to standard time, and vice versa,
 - (2) at the beginning of March during leap years (e.g., when there is a February 29th), or from one rate to another (e.g., rate shall have an effective date so that users are charged a parking fee based upon the parking fee that was current at the entry date and time, not the exit date and time, allow the new rate to be either less than or greater than the new rate). This requirement shall apply to the parking fees as well as any tax rates or structures.
- s. Rate changes shall be configurable within the application software GUI, such that the Owner can make rate changes without the assistance of the Contractor.
 - t. Create system generated alarms – System shall generate alarms for any user selectable event type. Alarm Hierarchy shall be completely configurable so that the Owner or Owner's Representative can adjust priority of alarms, audible tones, where the alarms are sent (email, text, etc.), etc. Initial Alarm Hierarchy shall be coordinated with the Owner or Owner's Representative during implementation.
5. Industry standard software packages shall be utilized. Each such software package shall be identified in the Contractor's Proposal. The contractor shall provide this information in Section C.3 in their proposal. The Contractor's Proposal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented and supported by flowcharts or block diagrams as appropriate. The Contractor shall advise if the software used in the system will be customized or "off the shelf" software and shall describe the method of obtaining further software updates or modifications. The Contractor shall identify the version of PARCS software that will be used in their Proposal.
 6. Vendor shall provide the option for credit card on file for users to register an account online that connects with the PARCS and allows the system to read their vehicle(s) license plates and automatically charge a card on file.
- G. Audit and Reporting
1. The PARCS system shall document parking revenue and activity and generate revenue and activity reports. All reports shall be available online, report data during user-specified dates, and on demand for Owner or Owner's Representative personnel who have proper password access.

2. The Owner or Owner's Representative shall be able to establish its virtual midnight for transaction processing, credit card batch close, and report cutoff times. The establishment of virtual midnight shall be the Owner or Owner's Representative responsibility that follows applicable instruction and training of Owner or Owner's Representative personnel by the Contractor.
3. The system shall identify and produce reports that reflect separately transient parking, and permit parking activities.
4. Transient parking data shall be able to be separated by Parking Facility, and Parking Product for reporting purposes.
5. The Owner or Owner's Representative shall be able to prepare custom reports using this data including the exportation of data to a report generation application such as a Business Intelligence tool or Microsoft Excel©, at a minimum, via a comma-separated-value file format or as a PDF file.
6. All reports shall query, filter, and sort transactions by date/time, location, ticket id, vehicle license plate number, field device unique identifier, parking fee, transaction type, exception, or validation type, at a minimum.
7. Capture, record, and report separately all exception transactions that could not be processed 100% and automatically by the system (swapped, unreadable, lost, foreign, mutilated, used, disputed fee, cancelled, credit card transactions processed in an off-line mode, etc.).
8. Contractor shall provide a definitions key for every report including a narrative description of what data each column and row represents and calculation formulas that define how all figures are obtained.
9. Develop and prepare up to ten (10) additional "custom" reports. The content and layout of the information in these new reports shall be dictated by the Owner or Owner's Representative in consultation with the Contractor. The Owner or Owner's Representative shall have up to the end of the warranty period to request the new reports. Contractor's Proposal shall include time and effort for development of the ten (10) custom reports.
10. The PARCS reporting subsystem shall be queried within the PARCS application to allow Owner or Owner's Representative staff to develop ad hoc reports. The system shall save ad hoc reports developed by the Owner or Owner's Representative staff in addition to standard and custom reports.
11. The Contractor shall coordinate with the Owner or Owner's Representative as required during the system design to address the specific reporting needs of the Owner or Owner's Representative. All standard and custom-designed reports shall be proven accurate prior to the Contractor receiving formal system acceptance from the Owner or Owner's Representative. The system shall feature a report scheduler to automatically deliver reports via email to pre-defined list of recipients.
12. The system shall provide a report to query individual user history and combine reporting in a fashion where the Owner or Operator can see

multiple reports for one (1) customer at a time, then make notes on their account, see historical issues and trends related to the customers pass. I.e., Seeing a monthlies interactions that include passback history, valid entries and exits, notes from customer interactions, and permit history all in one location.

13. All reports shall feature consistent report formatting for Microsoft Excel© export to sort and combine data.
14. At a minimum, reports provided shall include (by individual garage, set of garages and for the whole ParkBOI system):
 - a. Monthly Reports
 - (1) Monthly ISF summary
 - (2) Monthly lost ticket summary
 - (3) Monthly lost ticket transactions that could not be reconciled by LPR (i.e., charged the daily maximum rate)
 - (4) Monthly revenue summary (by customer type)
 - (5) Monthly credit card summary
 - (6) Monthly cash, credit card, and access card (proximity cards) transaction summary
 - (7) Monthly peak occupancy report (Relating to Facility)
 - (8) Monthly year to date transaction & revenue summary
 - (11) Monthly reservation summary (All valid reservations and use of reservations)
 - (12) LPR Reports
 - b. Daily Reports
 - (1) Daily Reports Daily Credit Card Summary of (Date)
 - (2) Daily Revenue Summary (by customer type)
 - (3) Daily Transactions by Lane
 - (4) Daily Revenue Summary (Relating to Facility)
 - (5) Daily Validations by Facility
 - (6) Daily Validations by Type
 - (7) Daily Validations by Amount
 - (8) Daily Validations by Issuer
 - (9) Daily Validations Summary
 - (10) Daily Exception Transactions Report
 - (11) Daily Receipt Report
 - (12) Daily Detailed LPR Transactions Report

- (13) Daily Reservation Summary (All valid reservations and use of reservations)
- c. Reports that allow queries over any length of time (hours or days)
 - (1) Occupancy (including the peak occupancy over a given timeframe, by customer type)
 - (2) Length of stay (vehicle staying over XX (parameter driven) days, by customer type)
 - (3) Transactions by lane
 - (4) Validations by type
 - (5) Revenue statistics (by customer type)
 - (6) Summary report events
 - (7) Proximity card access use
 - (8) Ability to query by rate
 - (9) Receipts report by date
 - (10) System Login Summary to include:
 - (a) Remote Client ID
 - (b) Username
 - (c) Login and Logout Time & Date
- d. Gate Open Report – For manual gate raises
 - (1) A report noting if a gate (entry or exit) was manually opened and by whom (or who was logged on at the time). Also noting if the gate was opened from a terminal or at the device.
- e. Paystation Door Status Report
 - (1) A report noting dates and times of paystation door open/close and the live bill/coin count at those times for each device.
- f. Lost Ticket Transactions Tracking Report (available in daily, monthly, and yearly containing the sort-able/filterable columns below)
 - (1) Exit date & time
 - (2) Transaction #
 - (3) Lost Ticket Amount
 - (4) Last name (non-case sensitive)
 - (5) First name (non-case sensitive)
 - (6) Phone #
 - (7) LPN State
 - (8) LPN

- (9) Supervisor approval (non-case sensitive)
- g. Manually Closed Ticket Report and Open Ticket Report (available in daily, monthly, and yearly containing the sort-able/filterable columns below)
 - (2) Entry date & time
 - (3) Location
 - (4) Ticket #
 - (5) Rate
 - (6) Plate ID
 - (7) Service Type
 - (8) Description
 - (9) Prepaid
- h. Summary Reports
 - (1) Accurate occupancy report for transients, monthlies, and hotel guests.
 - (2) Hotel reporting to include entries/exits, open tickets, and creation of keys.
 - (3) Open stay report for a configurable length of time – Report shall include a list of vehicles in the garage longer than a period of days and their license plate.
 - (4) Reservation summary for all valid reservations and uses of closed tickets
 - (5) All transactions for a specific device.
 - (6) Lost & Unreadable details
 - (a) Two (2) days
 - (b) Most recent thirty (30) days
 - (c) Ticket back details
 - (d) Cancelled
 - (7) Credit card transactions
 - (8) Ticket by rate
 - (a) Most recent fifteen (15) days
 - (b) Choose date range
 - (c) For prior month

2.02 POWER

- A. Existing power infrastructure (transformers, panels, conduits, and cabling) shall be re-used by the Contractor to support the new PARCS.
- B. It is possible that the existing cables may not be able to be reused where cables have become damaged or corroded. For this unforeseeable situation, the Contractor shall propose a cost to the Owner or Owner's Representative 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 through a Contract Amendment.
- C. The 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.
- D. A plaza specific UPS shall be installed to provide protection to the lanes and a minimum of 10 minutes to either restore failed electrical service or allow for properly shutting down the lane equipment.

2.03 COMMUNICATIONS

- A. The PARCS shall reside on an existing fiber optic cable communication backbone that uses leased lines connected at the communications rooms in all facilities. Fiberoptic telecommunication lines are already present or are in the process of being installed in the garages. Vendors to coordinate with CCDC on phasing plan for each garage based on the fiber installation schedule (full deployment anticipated by the time this project starts). CCDC is to provide networking equipment up to the main switch (provided by the Vendor) at each parking facility. Vendors to propose in-lane networking equipment that might be used as well as connection to the main switch provided by CCDC at the communication rooms in all garages. Vendors shall provide CCDC with recommended central switch needs at each communication route (ports, type of switch, etc) needed to connect equipment.
- B. The PARCS vendor shall provide communications from the communications room at each location to all the devices.
- C. Conduit currently exists to all existing lanes and pay stations. Vendor to verify any additional conduits needed.
- D. In addition to the requirements in these Functional Specifications, the Contractor shall comply with the CCDC IT Guidelines via Stability Networks. Firewall information can be provided upon request.
- E. Vendor to provide new field switches for all the locations.
- F. Vendor to potentially provide new racks/cabinets to fit all needed communications and power infrastructure in the communications rooms. Vendor to coordinate with CCDC representatives to determine the best location. Vendor shall include costs and cutsheets for the proposed rack/cabinets. A site tour meeting will be conducted prior to the proposal submittal date to review existing communications and power infrastructure at each garage location.

2.04 EQUIPMENT AND SUBSYSTEMS

A. Third-Party Integrations

1. The Contractor shall be required to develop third-party integrations with the following systems:
 - a. The Car Park Intercom System (currently using Umojo intercoms, but have integrations with Commend and Stentofon)
 - b. CARMA management system for permits hosted by Parking Base
 - c. Hotel Valet Systems (integrate with Oobeo or provide alternatives for valet operations)Hotel Card Systems:
 1. Hotel 43 Cards – StayNTouch PMS
 2. Hampton Inn Cards - Onity HT24W/HT28 Smart version 3.3.5 – RFID Smart cards (not mag strip)
 3. Hilton Garden Inn Cards – Saflok & PEP (effective June 2024)
 - d. ParkMobile for parking reservations
 - e. YMCA – The existing system is a Genetec for Access Controls, and CRM is Reclique Core that has API access on Amazon Web Services (AWS)
2. The PARCS shall be integrated with these third-party systems listed above. Vendors to provide examples on how their systems have been integrated with the systems mentioned above. Vendors shall provide an API that supports report generation for the users under each integration.
3. The Contractor shall identify in the cost table all upfront API fees, and all recurring/annual API fees for each third-party integration.
4. All third-party integrations shall be cloud-based, and no on-premises servers are permitted to be installed by the Contractor for these integrations.
5. The contractor shall provide detailed information on how they will integrate with all the vendors/hotels/organizations mentioned in this section at the time of the proposal as detailed in the submittal requirements. The contractor shall provide this information in Section C.5 in their proposal.

B. System Architecture

1. Cloud-based system shall be provided and maintained by the Contractor. Vendors can also propose optional costs for on-site servers.
2. PARCS lane components shall operate in a stand-alone condition (without cloud connectivity) for a minimum of two (2) consecutive days without loss of transaction data.

3. Equipment shall be made of IP based equipment. Equipment that has serial connections shall be listed and identified in the proposal. The contractor shall provide this information in Section C.2 and C.3 in their proposal.
4. System Performance to be Achieved:
 - a. The PARCS shall operate 24 hours per day, seven (7) days per week. A failure shall be defined as any malfunction that causes the loss of functionality according to the specifications. A system failure is considered a failure where loss of more than one (1) function occurs. System failures shall not result in unplanned system downtime more than 0.02% (105 minutes of downtime per year) of the time.
 - b. Concerning revenue activity, the system shall meet the accuracy as defined below:
 - fee calculation accuracy – 100.0%
 - transaction counts – 100.0%
 - exception counts – 100.0%
 - protocol sequence counts – 100.0%
 - revenue – 100.0%
 - calculations – 100.0%
5. System Level Reliability, Redundancy, and Maintenance:
 - a. All equipment provided under this procurement shall meet maintainability requirements as follows:
 - (1) Provide for easy removal and replacement of component parts. Where fault tolerance is provided, hot swap out shall be supported.
 - (2) Design equipment for easy access, minimizing the removal of other items to gain access to a specific part.
 - (3) Reduce or minimize the requirement for special tools and test equipment.
 - (4) All devices shall have electrical surge protection.
 - b. The Vendor shall have built into the system structured exception handling so that the system responds predictably to error conditions, without lock-up or “crashing.”
 - c. Upon system acceptance, the Owner or Owner’s Representative shall maintain the system to eliminate faults or to keep the hardware or software in satisfactorily working condition, including applicable tests, replacement, adjustments, and repairs. The Vendor shall notify the Owner of all test equipment necessary to support the PARCS.
6. System Hardware:

- a. Network Hardware
 - (1) Network hardware shall be in compliance with CCDC requirements for compatibility with existing systems.
 - (2) Network switches located in non-conditioned environments (such as a NEMA cabinet) shall meet industrial standards for temperature, humidity, shock, and vibration.
- C. All computing resources, application, information management, and information distribution design and configuration are subject to the approval of the Owner or Owner's Representative.
- D. Each field device shall be assigned a unique identifier within the PARCS that is not shared with any other field device. Should the field device need to be replaced, the replacement field device would assume the old device's unique identifier. Contractor shall coordinate with the Owner or Owner's Representative to develop the naming convention for the field devices.
- E. The PARCS configuration shall provide lane autonomy such that no single point of failure of a device shall cause an operational failure of surrounding lanes. Equipment at a single lane may fail causing a shutdown of a lane; however, the failure shall not affect other lanes.
- F. Credit Card Processing Subsystem
 - 1. Elavon is the current merchant of record for the PARCS equipment.
 - 2. The Vendor shall provide a minimum of two different credit card processing and gateway subsystems which the Vendor is capable of integrating with. The Vendor shall provide a breakdown of the credit card gateway fees for each provider.
 - a. As part of their Proposal, the Contractor shall submit an example pricing structure for any related credit card, chip card, or contactless fees that will be incurred. The pricing structure should be from a similar deployment. This should be included in the cost form provided.
 - 3. The PARCS shall accept major credit card types (i.e., credit debit and prepaid) and the following card brands – American Express, Discover, MasterCard, and Visa for payment. For all approved bankcard authorization requests, the PARCS shall provide a credit card transaction receipt if requested by the user.
 - 4. The PARCS shall provide online real-time authorization for credit card payments made at PARCS point-of-sale devices.
 - 5. The following types of credit cards/devices shall be accepted at all point-of-sale devices for parking access and payment:
 - a. Magnetic-stripe credit cards
 - b. EMV Chip credit cards with P2PE
 - c. Contactless Chip credit cards
 - d. Mobile Payment with ApplePay and Google Wallet
 - e. Mobile Application for Payment or QR code payment with QR

code embedded in parking tickets.

6. The Contractor's credit card interface shall utilize a P2PE certified encryption solution that encrypts credit card transactions at the point-of-sale and shall remain encrypted for communication to the offsite clearinghouse.
7. The point-of-sale terminal shall be integrated with the central PARCS to provide a tokenized version of the credit card number for transactional data continuity.
8. Contractor-provided aspects of the credit card processing subsystem shall be PCI-compliant, such that no Contractor-provided product or solution will prevent the Owner or Owner's Representative from achieving PCI Compliance in its parking operation. The Contractor shall provide a solution that reduces the scope of the Owner or Owner's Representative with regards to PCI compliance assessments of the network infrastructure.
9. Contractor's proposed PARCS shall conform to PCI -DSS Version 4.0, or most current version, and the PARCS application shall be PA-DSS certified and PIN Transaction Security (PTS) for PIN transaction devices according to the most recent PCI standards as of the Contract Award date.
10. Credit card authorizations shall use the existing internet connection.
11. As part of their Proposal, the Contractor shall submit a flowchart diagram and detailed summary of the credit card processing subsystem architecture and the process for credit card transaction approvals. The contractor shall provide this information in Section C.6 in their proposal.

G. Unattended Entry Terminals

1. The Contractor shall provide unattended entry terminals (with Umojo intercom hardware or other preferred vendors as detailed on the intercom section).
2. CCDC preference is to have an entry station with the least amount of mechanical parts for ticket production.
3. Each Entry terminal shall consist of the following components and capabilities:
 - a. Meets ADA requirements and standards
 - b. Access door with appropriate tamper-resistant locking system (all entry terminals keyed alike, and unique to this installation)
 - c. Issues one credit card-sized, QR code/barcode parking ticket for each entry transaction
 - d. Push-button intercom integrated into the face of the Entry terminal. The intercom shall be compatible with Parker Intercoms.
 - e. Vendor shall provide pinhole camera at each entry terminal.
 - f. Active color matrix message screen that is easily readable in all ambient lighting conditions.
 - g. Utilize visual instructions for users to understand the sequence of

events to complete a transaction.

- h. Issues audio voice instructions to compliment the visual instructions.
 - i. Push-button or touch screen ticket issue, with a preference to touch screens.
 - j. Illuminated ticket slot.
 - k. Retractable ticket mechanism.
 - l. Uniquely encoded parking tickets printed for each specific parking area.
 - m. Unique machine identification number
 - n. Stand-alone capabilities for each Entry terminal in the event that network communication is lost, and regardless of where on the network the communication interruption occurs. Specifically, each Entry terminal shall provide offline transaction storage capacity for all transactional information for a minimum of two (2) consecutive days. The lane shall automatically close in the event that the minimum transaction threshold is reached and shall remain closed until reestablishment of communications. Entry terminal shall automatically upload all transaction information once communication is restored.
 - o. Bar code / QR code reader to read either paper or electronic (smartphone) bar code and QR code.
 - p. Ticket Stock Low alarm generated in PARCS software
 - q. Ticket Stock Out alarm generated in PARCS software
 - r. Optional Proximity Card Reader with a minimum read range of forty-eight (48) inches integrated into the face of the Entry terminal
4. As part of their Proposal, the Contractor shall submit product data of proposed Entry terminals. The contractor shall provide this information in Section C.13 in their proposal.

H. Unattended Exit terminals

- 1. The Contractor shall provide Unattended Exit terminals (with Umojo intercom hardware or any of the preferred intercoms detailed in the intercom section).
- 2. CCDC preference is to not have mechanical parts to retrieve tickets and for vendors to propose QR code readers.
- 3. Each Unattended Exit terminal shall be equipped with the following components and capabilities:
 - a. Meet ADA requirements and standards
 - b. Access door with appropriate tamper-resistant locking system (each Unattended Exit terminal keyed alike, and unique to this installation)
 - c. Vendor to propose option for exit terminal to scan QR code / Barcode of tickets instead of retracting ticket and keeping it.

- d. The exit terminal ticket slot or separate EMV reader shall read the standard EMV chip for Visa, Mastercard, American Express and Discover.
- e. The EMV reader at an exit terminal shall not have an integrated 10-key PIN pad but shall be designed for easy future integration with a PIN pad in the future if needed.
- f. Push-button intercom integrated into the face of the Exit terminal.
- g. Vendor shall provide pinhole cameras at each exit terminal.
- h. Active color matrix message screen that is easily readable in all ambient lighting conditions.
- i. Utilize visual instructions for users to understand the sequence of events to complete a transaction
- j. Issues audio voice instructions to compliment the visual instructions
- k. Bar code / QR code reader to read paper and electronic (smartphone) bar code and QR code.
- l. Customers shall be given the option for a single receipt for all transactions (no auto-issued receipts). Receipt shall include:
 - (1) ParkBOI logo, phone number, and email
 - (2) Receipt #/Transaction #
 - (3) Time, date, and lane in/out
 - (4) Length of stay
 - (5) Parking fee
 - (6) Total amount
 - (7) Method of payment
 - (8) Amount paid
- m. The Owner or Owner's Representative shall have the option to change receipts for credit card transactions to be auto issue or by request. The configurable timeout function for receipt request shall be initially set for twenty (20) seconds or until the next ticket is inserted or scanned.
- n. Receipt Stock Low alarm generated on software
- o. Receipt Stock Out alarm generated on software
- p. Active color matrix display, minimum size six (6) inches measured diagonally, shall be readable in all lighting conditions
- q. Utilize visual instructions for users to understand the sequence of events to complete a transaction
- r. Issues audio voice instructions to compliment the visual instructions.
- s. Cancel button that allows a user to cancel a transaction once a

parking ticket has been scanned. Upon activation of the cancel button, the parking ticket shall be returned to the user.

- t. Stand-alone capabilities for each Unattended Exit terminal in the event that network communication is lost, and regardless of where on the network the communication interruption occurs. Specifically, each Unattended Exit terminal shall provide offline transaction storage capacity for all transactional information, including encrypted credit card data, for a minimum two (2) consecutive days. The lane shall automatically close in the event that the minimum transaction threshold is reached and shall remain closed until reestablishment of communications. Unattended Exit terminal shall automatically upload all transaction information once communications are restored.
 - (1) In the event that the device's offline storage capacity is filled, and the device needs to shut down, all stored credit card information shall be permanently stored and accessible once the device comes back online.
 - (2) Devices shall be able to store and forward data for offline transactions so devices can be used if the system is offline.
 - u. Contactless reader that allows payments with ApplePay and Google Wallet.
 - (1) Payments with ApplePay and Google Wallet shall only require one (1) tap for devices and connect to their system so when it shows on the device that the payment has been processed, it has also been processed in the station.
 - v. Optional Proximity Card Reader with a minimum read range of forty-eight (48) inches integrated into the face of the Exit terminal
2. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.
- I. Mobile Cashier
- 1. Provide a system to allow a cashier to accept cash or credit card payments as long as they have connectivity to the internet within the facility.
 - 2. Mobile cashier shall allow payments at entry or exit as needed by the operator.
 - 3. Vendor to provide up to six (6) mobile cashiers.
 - 4. System shall be integrated with PARCS such that if a ticket is provided for entry, the ticket should work at the exit stations.
 - 5. System shall track and audit transactions and provide detailed reports.
 - 6. Vendors to provide datasheets for mobile cashier solution.
 - 7. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.

- J. Entry and Exit Lane Vehicle Detection Device
1. Saw cut or embedded loops shall be used for entry and exit lane vehicle detection.
 2. Contractor shall replace all existing loops and loop detectors.
 3. Contractor shall integrate signs located at the entry of every garage with the updated counts for the facility.
 4. Entry Lane Vehicle Detection: Entry lane vehicle detectors shall detect vehicular presence, legal entry, illegal entry, and back-out.
 5. Exit Lane Vehicle Detection: Exit lane vehicle detectors shall detect vehicular presence, legal exit, illegal exit, and back-out.
 6. Each detector shall continuously retune itself to its loop frequency during non-detect periods to prevent the detector from generating a false detect output due to frequency variances caused by environmental effects or other factors. Analog type detectors requiring periodic manual tuning or any type of detectors that do not retune unless a manual function is performed shall be unacceptable.
 7. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.
- K. Barrier Gates
1. The Contractor shall provide Straight Gate Arms and/or Articulated Gate Arms for entries and exits.
 2. All barrier gates referenced in these Functional Specifications shall contain the following:
 - a. Direct drive mechanism
 - b. Aluminum gate with padded arm (articulating gate arm as appropriate)
 - c. Non-resettable, mechanical gate action counter mounted in the barrier gate housing or provided in software
 - d. LED lights on the gate arm
 - e. Breakaway mechanism that allows a gate arm to be broken off and re-attached
 - f. Breakaway alarm notification to the central system
 3. Gate arm lengths shall be variable based on the installation location.
 4. Barrier gates shall have sufficient power/resistance to ensure they cannot manually be forced open.
 5. In case of a power failure, the Owner should be able to configure position of barrier gates so the lanes would operate according to the Owner's procedures.
 6. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.

L. LPR System

1. A LPR system shall be installed at the CCDC facilities as part of the PARCS replacement project in all public entry and exit lanes.
2. No impediment to the spontaneous and immediate access and retrieval of any LPR data shall result from use of the database(s) or any other system architecture, hardware, or software.
3. Contractor shall provide information on how long LPR data is stored.
4. The LPR Subsystem shall consist of all hardware and software necessary to provide a complete and functional LPR subsystem that achieves the Owner or Owner's Representative's required functionality and accuracy percentages, and that does not adversely affect any function of the PARCS.
5. The Contractor shall be responsible for providing a LPR subsystem that is fully interfaced and integrated into the PARCS. This integration shall include linking the LPN captured at entry to the unique ticket identification (or other entry credential information) for every transaction. Should the entry information need to be obtained at an exit station to process the transaction (i.e. lost ticket, unreadable, etc.), both the LPN and ticket shall be removed from their respective active (open transaction) inventories once the vehicle has exited.
6. The LPR database shall be used to conduct automated searches and queries for special circumstances, such as outstanding balances, unresolved incidences, and prior entries with no exits, Gray/Black List, and police requests.
7. LPR images shall be maintained in the active database for a 12-month duration, at a minimum.
8. The LPR system shall keep a "Gray List" of exception transactions based upon vehicle LPN information. Exception transactions shall include insufficient fund transactions, lost ticket transactions, swapped media transactions and passback violation transactions. This Gray List shall reside on the PARCS server system's database. As an exception transaction is processed, the LPN and corresponding transaction information shall be recorded as part of the Gray List record.
9. When a patron enters the parking facility using another credential, the LPR system shall automatically capture the license plate (LPN) data and update the patron's record with the appropriate license plate information. This will allow the use of the patron's LPN on future transactions.
10. The LPR system shall connect to the command center used by the operator as well as provide web based access to owner designated accounts.
11. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.

M. LPR Cameras

1. The Contractor shall furnish and install image capture cameras including any lights or shade canopies necessary at all public entry and exit lanes to provide system functionality.

2. Devices shall be placed in theft deterrent and vandalism resistant housings that meet applicable code requirements for outdoor equipment.
3. The Contractor shall determine the exact location of each device and utilize existing conduit and mounting infrastructure where possible.
4. All entry images shall be pre-capture, meaning that the cameras are placed in such a position that a vehicle's LPN is photographed before the entry credential issuance to the patron or accepted by the system. In locations where the existing configuration does not allow a rear facing camera, a front facing LPR camera shall be installed to capture the vehicle's front license plate. Contractor shall perform a site visit to determine the most efficient and effective method of installing LPR at all locations.
5. All exit images are to be pre-capture, meaning that the cameras are placed such that a vehicle's LPN is photographed before the patron presents their parking credential at the exit.
6. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.

N. Proximity Card Access System

1. The Contractor shall provide optional costs for an optional card access system that shall provide the following features and capabilities at all entries and exit lanes.
 - a. The card readers in the public entry and exit lanes shall read proximity cards from a minimum distance of forty-eight (48) inches.
 - b. The Contractor shall provide the Owner or Owner's Representative with the appropriate tools to program and/or encode proximity cards.
 - c. System shall have anti-passback capabilities that can be turned on or off at the Owner or Owner's Representative's discretion.
 - d. The system shall report the occupancy of proximity card users in each facility, in real-time.
 - e. All user group parameters and rules shall be accessible and changeable by the Owner or Owner's Representative via a Graphical User Interface (GUI) accessible on any of the PARCS workstations provided with the system. Software code changes shall not be required to edit user group parameters and rules.
 - f. User groups and individuals within the user groups shall each assign access privileges based upon facility, date, day of week, time of day, or any combination thereof. It shall also be possible to modify user groups or individual accounts to be exempt from anti-passback rules.
2. As part of their Proposal, the Contractor shall submit product data for proposed Proximity Card Readers.
3. User Groups shall allow the owner to provide at a minimum the following groups:
 - a. 24/7/365 parker access
 - b. Standard Monthly Pass
 - c. Resident Pass
 - d. BikeBOI Pass – a separate bike-only facility.

- e. PM Employee Parker Pass
 - f. Carpool Pass (only one pass allowed in the garage at a time)
 - g. Hybrid (Soft Pool) Pass – similar to carpool, multiple employees share a fixed number of passes. When used concurrently, system charges hourly rate for any overage.
 - h. Pay-As-You-Go Pass (i.e. for infrequent visitors who are not able to use paper ticket system) – uses standard hourly rate for billing purposes.
 - i. Weekend Only Pass – charges hourly rate for any weekday access
 - j. 3-Days-Per-Week Pass – charges hourly rate for any overage
4. Vendors to propose sample reports available in their systems as required in the submittals section.
 5. All of the above pass types shall also include an easy-to-use invoicing procedure for misuse and/or abuse documented within the PARCS system.
 6. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.
- O. AVI Readers and Transponders/Hangtags (Optional if LPR option is not selected by the Owner)
1. The Contractor shall provide costs for an AVI system that shall provide the following features and capabilities at all entries and exits lanes.
 2. Vendor to provide a UHF RFID system.
 3. Vendor to provide RFID system that is configurable to not allow vehicles in other lanes to be picked up by the system.
 4. The readers in the public entry and exit lanes shall read proximity cards from a minimum distance of ten (10) feet from the gate.
 5. The Contractor shall provide the Owner or Owner's Representative with the appropriate tools to program and/or encode the proposed credential. Vendor to provide costs for up to 3,000 credentials to be used with the AVI system.
 - a. A system with transponders, stickers or hangtags can be provided by the vendor along with costs for each type of credential.
 6. System shall have anti-passback capabilities that can be turned on or off at the Owner or Owner's Representative's discretion.
 7. The system shall report the occupancy of AVI users in each facility, in real-time.
 8. All user group parameters and rules shall be accessible and changeable by the Owner or Owner's Representative via a Graphical User Interface (GUI) accessible on any of the PARCS workstations provided with the system. Software code changes shall not be required to edit user group parameters and rules.

9. User groups and individuals within the user groups shall each assign access privileges based upon facility, date, day of week, time of day, or any combination thereof. It shall also be possible to modify user groups or individual accounts to be exempt from anti-passback rules.
10. As part of their Proposal, the Contractor shall submit product data for proposed AVI Readers.
11. User Groups shall allow the owner to provide at a minimum the following groups:
 - a. 24/7/365 parker access
 - b. Standard Monthly Pass
 - c. Resident Pass
 - d. BikeBOI Pass – a separate bike-only facility.
 - e. PM Employee Parker Pass
 - f. Carpool Pass (only one pass allowed in the garage at a time)
 - g. Hybrid (Soft Pool) Pass – similar to carpool, multiple employees share a fixed number of passes. When used concurrently, system charges hourly rate for any overage.
 - h. Pay-As-You-Go Pass (i.e. for infrequent visitors who are not able to use paper ticket system) – uses standard hourly rate for billing purposes.
 - i. Weekend Only Pass – charges hourly rate for any weekday access
 - j. 3-Days-Per-Week Pass – charges hourly rate for any overage
12. All of the above pass types shall also include an easy-to-use invoicing procedure for misuse and/or abuse documented within the PARCS system.
13. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.

P. Intercom System

1. The Contractor shall provide entry and exit terminals, and POFs that are compatible with the command center from the current operator. Intercoms that are integrated include:
 - a. Umojo VC100-300 intercoms (Existing system)
 - b. Command H- Series
 - c. Stentofon TKIS-2s
2. The intercom system shall feature audio induction hearing loops that supports improved audio transmission for hearing aids.
3. Intercom system shall have the capability to be bi-directional and allow both the user at the device or the operator to initiate communications.
4. The intercom system shall feature Intercoms compatible pinhole cameras, speakers, and microphones.
5. 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 place an intercom call.

6. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.

Q. Validation System

1. The PARCS shall create, process, and track multiple forms of fee discounts and validations electronically in the system. Discounts and fee modifications can be related to: Americans with Disabilities Act (ADA), Disabled Veterans, or Owner created discounts.
2. PARCS shall have capabilities for CCDC to extend grace periods validations for times when events are in place that might cause traffic to not allow users to leave the facilities in the allotted time.
3. The Contractor shall provide a web-based validation system whereby the Owner or Owner's Representative may discount a user's parking fee electronically applied to the ticket or utilizing on-line validating machines where the user's mobile phone is redirected to a validation website and the ticket code could be input into the website to apply validation. QR or bar code validations should be able to be read when printed on standard printer paper or displayed on a mobile device screen and printed text on the validations should be configurable. Each entity shall be able to manage their own account from a website and be invoiced on a recurring basis.
4. Validations shall be made for fee modifications or discounts expressed in specific dollar amounts per transaction or per time period (e.g., \$5.00 off total fee or \$5 off per day), specific durations of time (e.g., two hours free, one or more days free, etc.), for the entire parking fee, or a fee calculated at a reduced or alternate rate structure for an individual ticket. Contractor shall provide a method of tracking validations issued by user with a comment field to be completed upon entering the validation.
5. Vendor to provide stackable validations in case they visit several vendors that might provide validations.
6. The Owner or Owner's Representative shall create validations via an online platform connected to the browser-based PARCS and protected by username and password. Validation Stations shall allow multiple entities to create and disperse validations. Each entity shall be able to load a balance onto their validation account, set automatic balance recharges, create validation types by pre-determined dollar amounts, and obtain real-time reporting of validation activity. Each entity shall be able to manage their own account from a website and be invoiced on a recurring basis.
7. Only users with appropriate authorization shall issue validations and the PARCS shall track all validations for auditing purposes by user, validation date, validation type, and validation amount.
8. The Contractor shall submit a cut sheet of the proposed Validation System portal as part of their Proposal. The contractor shall provide this information in Section C.13 in their proposal.

R. Cash and Credit Card Automated Pay Stations (Pay on Foot)

1. A total of six (6) Cash and credit card Automated Pay Stations shall be installed, based on the following quantities:
 - a. One (1) at 9th and Main Garage
 - b. One (1) at 9th and Front Garage
 - c. One (1) at 10th and Front Garage
 - d. One (1) at 11th and Front Garage
 - e. One (1) at Capitol and Main Garage
 - f. One (1) at Capitol and Myrtle Garage
2. Contractor shall provide Automated Pay Stations (APS) devices that are integrated into the PARCS. Actual deployment locations will be designated by the Owner or Owner's Representative.
3. APS Requirements
 - a. Credit Card and Cash APS features - All APS devices shall provide the following features and functionalities:
 - (1) ADA requirements and standards
 - (2) Access door with appropriate locking system
 - (3) Intercom equipped with camera that is integrated with Intercom system
 - (4) Visual instructions for users to understand the sequence of events to complete a transaction
 - (5) Cancel button that allows a user to cancel a transaction once a parking ticket has been presented.
 - (6) Colors for the pay stations, all text, and graphics shall be configurable and approved by the Owner prior to manufacturing
 - (7) Intercom camera to activate upon activation of intercom or at the start of each entry transaction, regardless of the type of credential presented
 - (8) Reading credit cards (EMV chip embedded cards) and magnetic striped credit cards
 - (9) Accept Near Field Communication (NFC) payments with contactless cards, ApplePay and GooglePay
 - (10) Readers to read paper and electronic (smartphone) bar code and QR code
 - (11) Operate offline when network connectivity is interrupted
 - (12) In the event that the device's offline storage capacity is filled, and the device needs to shut down, all stored credit card information shall be permanently stored and accessible once the device is powered on. Devices shall be able to store and forward data for offline transactions so devices can be used if the system is offline.
 - (13) The grace time (the number of minutes between the time a ticket is paid and the time a driver exits with vehicle through exit lane) shall be parameter driven and with modification by the Owner or Owner's Representative. The APS grace time shall be configurable for each parking facility

- (14) Log when a cabinet has been opened or closed; date and time recorded in real-time on the Event Log
 - (15) Receipt generation
 - (16) Separate cash vaults with its own security for cash and credit POF. Additional cash vaults shall be provided so that a full vault can be quickly replaced with an empty vault.
 - (17) Lost ticket fee must be able to be applied and/or calculated and paid should a parking garage customer lose/misplace/destroy or otherwise be unable to produce the ticket dispensed upon entry to the parking garage.
4. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.
- S. Credit Card Only Automated Pay Stations (Pay on Foot)
- 1. A total of eight (8) credit card Automated Pay Stations shall be installed, based on the following quantities:
 - a. Two (2) at 9th and Main Garage
 - b. Two (2) at 9th and Front Garage
 - c. One (1) at 10th and Front Garage
 - d. One (1) at 11th and Front Garage
 - e. Three (3) at Capitol and Main Garage
 - f. One (1) at Capitol and Myrtle Garage
 - 2. Contractor shall provide Automated Pay Stations (APS) devices that are integrated into the PARCS. Actual deployment locations will be designated by the Owner or Owner's Representative.
 - 3. APS Requirements
 - a. Credit Card only APS features - All APS devices shall provide the following features and functionalities:
 - (18) ADA requirements and standards
 - (19) Access door with appropriate locking system
 - (20) Intercom equipped with camera that is integrated with Intercom system
 - (21) Visual instructions for users to understand the sequence of events to complete a transaction
 - (22) Cancel button that allows a user to cancel a transaction once a parking ticket has been presented.
 - (23) Colors for the pay stations, all text, and graphics shall be configurable and approved by the Owner prior to manufacturing
 - (24) Intercom camera to activate upon activation of intercom or at the start of each entry transaction, regardless of the type of credential presented
 - (25) Reading credit cards (EMV chip embedded cards) and magnetic striped credit cards
 - (26) Accept NFC payments with contactless cards, ApplePay and GooglePay
 - (27) Readers to read either paper or electronic (smartphone) bar code and QR code
 - (28) Operate offline when network connectivity is interrupted
 - (29) In the event that the device's offline storage capacity is

filled, and the device needs to shut down, all stored credit card information shall be permanently stored and accessible once the device is powered on. Devices shall be able to store and forward data for offline transactions so devices can be used if the system is offline.

- (30) The grace time (the number of minutes between the time a ticket is paid and the time a driver exits with vehicle through exit lane) shall be parameter driven and with modification by the Owner or Owner's Representative. The APS grace time shall be configurable for each parking facility.
 - (31) Ability for the command center to extend grace time period when an event occurs that causes traffic to not allow vehicles to exit within the grace period.
 - (32) Log when a cabinet has been opened or closed; date and time recorded in real-time on the Event Log
 - (33) Receipt generation
4. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.

T. Lane Open/Closed Signs

- 1. Vendor shall provide Open/Closed signs for the reversible lane at 9th & Front.
- 2. Lane Open/Closed Signs shall be LED type with the word "OPEN" in green letters and the word "CLOSED" in red letters. An acceptable alternative is for the sign to display an arrow in green lights signifying the lane is open and an "X" in red lights signifying the lane is closed. Details for additional text or graphics shall be discussed with and approved by the Owner or Owner's Representative. Lane Open/Closed Sign shall be easily readable in all ambient lighting conditions from a distance of 200 feet and a minimum viewing angle of 120 degrees.
- 3. The message displayed by the Lane Open/Closed Sign shall be controlled automatically by the Entry/Unattended Exit terminal. When the entry terminal is in operation, the Lane Open/Closed Sign shall automatically be set to "OPEN." When the Entry/Unattended Exit terminal is out of operation the Lane Open/Closed Sign shall be automatically set to "CLOSED." When the Entry/Unattended Exit terminal is set into a maintenance mode, the Lane Open/Closed Sign shall automatically be set to "CLOSED."
- 4. For the public entry lanes, the sign matrix size shall be proposed by the Contractor to fit within the geometric circumstances of each location. Minimum character height shall be 12".
- 5. As part of their Proposal, the Contractor shall submit product data of the proposed Lane Open/Closed Signs. The contractor shall provide this information in Section C.13 in their proposal.

U. Bollards

1. All existing bollards located around PARCS equipment that may conflict with proposed equipment shall be replaced with new bollards. If an existing bollard meets the requirements and is in the proper location, the Contractor may elect to keep the existing bollard in-place. All new and reused bollards shall feature yellow powdercoat and a 4" wide band of white 3M reflective tape installed 2" below the top of the bollard.
2. Contractor shall install bollards to provide protection for proposed PARCS equipment. The contractor shall provide this information in Section C.13 in their proposal.

V. CARMA Integration

1. The Proposer shall provide integrations with the CARMA permit provided by Parking Base management system used by the current operator to manage monthly passes.
2. Selected vendor with no current integration with the CARMA system shall sign an NDA to integrate with the API.
3. The Proposer shall have a documented, open API with the following capabilities:
 - a. Monthly Permit Management.
 - (1) Real-Time Access Card Credential Management (activate, deactivate)
 - (2) Passback Management (Enable, Disable, Loose)
 - (3) Hybrid Permit Management (ability to control max daily usage, and capture overages in areas by day; i.e., this is the Commercial Permit in Parking Base, wherein we would bill the client for any usage beyond the Qty allowed)
 - b. Transient:
 - (1) Transient Revenue Uploads
 - (2) Transient Activity, Occupancy
 - c. Validations:
 - (1) Allow customers to purchase and use validation coupons

W. Hotel/YMCA Integrations

1. The Proposer shall provide costs for a middleware solution that integrates with a minimum of three (3) different hotel property management systems at their existing locations and the YMCA
 - a. Hotel 43 at the 10th and Front Garage
 - b. Hilton Garden Inn at the 11th and Front Garage
 - c. Hampton Inn at the Capitol and Myrtle Garage
 - d. YMCA (for a future garage near 10th and Jefferson)
2. The PARCS shall generate the required transactional data for ensuring guest room billing is provided for deck services.
3. The middleware solutions should provide similar levels of reporting to the PARCS equipment, either through the PARCS software or through the middleware company including report scheduling.
4. All lanes shall feature readers on the Entry and Exit terminals that are capable of reading RFID or other types of room keys.

5. The Entry and Exit terminals shall feature readers that are compatible with the hotel mobile phone applications/digital keys to allow hotel guests to use their mobile phone/digital key to access the parking facilities.
 6. The system shall allow parkers who have checked in on the internet or through their hotel mobile application beforehand to allow them to use their mobile phone/digital key to access the parking deck.
 7. The PARCS equipment will calculate a rate for overstays outside the hotel checkout time and charge the customer the difference in the lane.
 8. The Proposer shall automate the billing process between the hotel and ParkBOI so when a guest selects the parking option for their stay and the guest parks in the garage, the hotel shall be automatically invoiced for the appropriate amount of parking.
 9. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.
- X. Optional ParkMobile Reservation Integration or Reservation System
1. Contractor to provide costs for an optional integration with ParkMobile for a reservation platform for parking for special events or for ticket takeover.
 2. Adapt the PARCS to recognize ParkMobile reservations for automated entry and exit. This may involve QR codes or mobile passes.
 3. Vendor to ensure compatibility with regular updates in both the PARCS and ParkMobile system to avoid system disruptions.
 4. As an alternative, the vendor can propose additional reservation systems for special events as well as handheld devices.
 5. Reservation system shall provide users with options to pay at events configured by the Owner with hour rules according to the special events procedures.
 6. All reservations should use QR code systems.
 7. Reservation system shall allow the use of all major credit card payments.
 8. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.
- Y. Valet Integration
1. Vendor to provide integration with current valet operator Oobeo or provide alternative valet technology for the current valet users. Vendor to propose system for valet drivers to track and control users.
 2. As part of their Proposal, the Contractor shall submit product data of the proposed system. The contractor shall provide this information in Section C.13 in their proposal.
- Z. Uninterruptible Power Supplies
1. Conditioned/emergency power through the TCP/IP-enabled UPS units shall be provided for the following components and facilities to protect components from loss of power, power spikes, and power sags:
 - a. Entry lanes
 - b. Unattended Exit lanes
 2. UPS battery back-up for all plazas shall be sized to last ten (10) minutes.

3. A single UPS unit, appropriately sized, shall support all devices at an individual entry lane or exit lane.
4. All UPS units shall be SNMP compatible to allow automated notification when battery power is activated or the battery levels become critically low. On-line communication using an appropriate UPS monitoring software application shall be provided on one or more workstations with user selectable options to view the status of each individual installed UPS unit. At a minimum, the monitoring software shall display the operational status of each UPS unit (line/battery, online/offline) and generate alarms in the event the UPS unit's battery power is activated, becomes low or is completely exhausted.
5. As part of their Proposal, the Contractor shall submit specification sheets of all proposed UPS devices and UPS monitoring software. Included in the UPS product data shall be the manufacturer's recommended battery refresh cycle. The contractor shall provide this information in Section C.13 in their proposal.

2.05 USER PROCESSING PROCEDURES

- A. Visitor Reserved Parking Procedures (using ParkMobile)
 1. The following shall take place for all entry events:
 - a. All vehicles without a valid parking permit will be considered visitors, regardless of the circumstances they are parking under. If they are a visitor, they shall have the option to reserve a parking spot and pay using the ParkMobile App. There shall be no reservations allowed outside of events.
 - b. Using the ParkMobile App, the user will be able to view which of the parking garages currently has available reserved parking spaces and then be able to reserve parking and pay using the app. There shall be no reservations outside of events.
 - c. Once parking has been reserved, the App will generate a QR code.
 - d. Upon arrival to the garage, the user will be able to scan the QR code generated by the App.
- B. Visitor Non-reserved Parking Procedures
 1. The following shall take place for all entry events:
 - a. When the entry lane arming loops are not activated, the Entry Column device screen shall display the date and time.
 - b. When the vehicle activates the arming loops, the message on the Entry Station's display shall read, and an audible voice shall sound with a predetermined message designated by the Owner such as "Welcome to ParkBOI, Please Press Button for Ticket, or scan your credential"
 - c. The arming loop will activate the LPR cameras to capture the LPN of the vehicle.
 - d. If the LPN has been pre-registered with the PARCS and has a reservation or a monthly pass, the PARCS will open a parking transaction and automatically open the gate.

- e. If the LPN has not been pre-registered, the patron will extract the ticket or present a bar or QR code, or use their credential, and the barrier gate will be opened. Only a single-entry event shall be permitted for each arming event, e.g., if the ticket issue button is pressed, no other entry type shall be permitted.
 - f. Upon clearing the barrier gate's closing detector, the barrier gate arm shall lower to the closed position, the PARCS shall associate the LPN with the entry transaction and the ticket number or credential used and reset the lane for a subsequent transaction.
 - g. The entry event shall be validated and the associated data with the entry event shall be stored.
2. Normal Entry with Ticket
- a. Once the vehicle has activated the arming loop, the LPR camera(s) shall capture the LPN of the vehicle.
 - b. When a patron presses the ticket issue button, no other entry method is allowed at that point and the Entry Station shall issue a uniquely numbered parking ticket while an audible signal shall sound. The Entry Station shall dispense QR code imprinted parking ticket and print on the ticket the year, month, date, entry time (hour/minute/second), facility code, lane number, entry sequence number, unique transaction number, and unique machine number. Abbreviations are acceptable; time stamps shall be in 24-hour, military time.
 - c. The LPN captured by the LPR camera(s) shall be encoded on the paper ticket.
 - d. When the printed/encoded ticket is extracted from the Entry Station, the audible signal shall cease, and the display shall read, and an audible voice shall sound and say, "thank you." The barrier gate shall rise to the open position, allowing the vehicle to enter the parking facility.
3. Back out at Entry
- a. If a user pushes the ticket issue button and backs out of the lane without retrieving the ticket the barrier gate shall remain closed and the ticket shall be retracted and retained in the Entry terminal. The ticket shall be invalidated by the entry terminal and within the system to prevent future use. The back out entry event shall be stored in the system and the lane shall reset for a subsequent transaction.
4. Stolen Ticket at Entry
- a. If a user pushes the ticket issue button, retrieves the ticket, and then the vehicle backs out of the lane the barrier gate shall automatically return to the closed position (no timed delay to lower the barrier gate arm to the closed position shall be acceptable), the ticket shall be invalidated within the system, and an alarm shall be generated. The stolen ticket entry event shall be stored in the system. The ticket shall be electronically invalidated and shall not be allowed to be processed at any exit.

5. Proximity Card Entry/AVI Entry (Depending on optional credential decided by Owner)
 - a. If user presents a proximity card or AVI, the audible signal shall cease, and the display shall read, and an audible voice shall sound with a specified prompt discussed between the Contractor and Owner. The barrier gate shall rise to the open position, allowing the vehicle to enter the parking facility.
- C. Unattended Exit Lane/ Pay in Lane Procedures
1. The following shall take place for all normal exit transactions when an exit terminal is operating as an Unattended Exit Lane:
 - a. When the Exit Lane arming loops are not activated, the patron's display screen in the Exit Station shall display the ParkBOI logo, date, and time for a period of no longer than ten (10) minutes and then shall blank the screen to be activated when the next vehicle crosses the arming loop.
 - b. After activating the arming loops, the LPR cameras shall capture the LPN of the vehicle. If the LPN has been used as a credential and the valid entry transaction has been identified, the PARCS shall use the LPN to close the parking transaction, charge the patron's account, and open the gate allowing throughput.
 - c. If the patron entered by extracting a parking ticket, the following occurs. After activating the arming loops, the display reads, and an audible voice sounds, "Insert Ticket, or present validation". If a patron used a monthly credential, the LPR shall identify the user and automatically vend the gates. If the LPR does not identify the user or the license plate is not read correctly, the system shall request the secondary credential. If there is a mismatch of license plates, the system shall automatically alert the operator that a different vehicle from entry is trying to use a credential to exit.
 - d. After the appropriate entry credential is presented, the message "Processing, Please Wait" is displayed. Once positive verification of data occurs, the display shows the fee due. The display reads, and an audible voice sounds, "Please Insert or Present Credit Card for Payment".
 - e. The patron inserts or presents a credit card.
 - f. During credit card authorization, the display shows the message "Processing, Please Wait." During cash transaction, system calculates fee correctly.
 - g. Once payment is obtained the display reads, and an audible voice sounds, "Please Take Credit Card".
 - h. Card is removed, the station gives the option to print the patron receipt, if selected the display reads, and an audible voice sounds, "Please Take Receipt", and the station produces an audible "beep". Shall also provide receipt option for cash transactions.
 - i. Receipt is taken, audible "beep" ceases, the display reads, and an audible voice sounds, "Thank you from the staff of ParkBOI", and the barrier gate rises.
 - j. Vehicle crosses the closing loop, the barrier gate closes, and the lane resets for the next transaction.

- k. The ticket is moved from active ticket inventory to inactive ticket inventory.
2. Transaction specific procedures are required in addition to or in place of those listed above. The transaction specific exit procedures and procedures for abnormal or unique events are detailed below.
- b. Exit – Ticketed transaction with Invalid Credit Card Presented for Payment
 - (1) After fee is displayed, if an invalid credit card is inserted or presented and once authorization is declined, the credit card, if inserted, is returned through the ticket slot and the display reads “Credit Card Not Accepted (Invalid Payment)”, and the system will display that the card was unauthorized and to present another card.
 - (2) After the invalid credit card is removed, if inserted or scanned, the ticket remains in the Exit terminal and the display alternates between displaying the fee and the message to insert another card.
 - (3) Once the user presents a valid credit card for payment, the transaction continues as a normal exit transaction.
 - (4) If the user does not have a valid credit card, they must push the intercom for assistance.
 - c. Exit - Lost Credential
 - (1) If a ticket, QR Code, or permit is lost, the user will be prompted to immediately push the intercom button for assistance, or the system will activate the intercom after an agreed time with the Owner.
 - (2) The user pushes the intercom button and is connected to a command center staffed by the operator. After the user informs the command center that they have lost their ticket, the supervisor uses a workstation to verify the user’s entry information based on the LPR data. From the workstation, the supervisor inputs a lost ticket transaction, which automatically transmits the entry information to the Exit terminal.
 - (3) The correct fee is calculated and displayed, and the transaction continues as normal, or the barrier gate is opened.
 - (4) After payment is received, the Exit terminal generates an exception ticket for a lost ticket and retains the exception ticket.
 - (5) The station prints a receipt, if selected, and the transaction continues as a normal exit transaction.
 - d. Exit - Unreadable Credential

- (1) If a ticket, QR Code, or permit cannot be read by the exit machine, the display reads that it is unreadable and to push the intercom for assistance.
 - (2) The user pushes the intercom button and is connected to a command center staffed by the operator. After the user informs the command center that their credential is unreadable, the supervisor uses a workstation to verify the user's entry information based on the LPR data. From the workstation, the supervisor inputs a lost ticket transaction, which automatically transmits the entry information to the Exit terminal.
 - (3) The correct fee is calculated and displayed, and the transaction continues as normal, or the barrier gate is opened.
 - (4) After payment is received, the Exit terminal generates an exception ticket for a lost ticket and retains the exception ticket.
 - (5) The station prints a receipt, if selected, and the transaction continues as a normal exit transaction.
 - (6) After payment is received, the Exit terminal generates an exception ticket for an unreadable ticket and retains the exception ticket.
 - (7) The station prints a receipt, if selected, and the transaction continues as a normal exit transaction.
- e. Exit - Attempt to Exit with Stolen Ticket
- (1) Stolen Ticket is presented, the ticket is identified as a Stolen Ticket, appropriate alarm generated by the system, and the message "Ticket Invalid, Please Press Intercom Button for Assistance" is displayed.
 - (2) The user presses the intercom button, and the supervisor verifies (via the stolen ticket alarm) that the transaction is a stolen ticket for operator to proceed as outlined in their operational procedures.
- f. Exit - Exit with Validation – ticket only
- (1) After fee is displayed, the user's re-encoded parking ticket is presented, and the discount is applied to the parking fee due based on type of validation (either dollar value or time value).
 - (2) The display updates to show the reduced fee due.
 - (3) If the entire fee due is validated, then the barrier gate rises, and the transaction continues as a normal exit transaction.
 - (4) If the validation does not satisfy the entire parking fee, the user must present a credit card or mobile payment option

to complete payment and the transaction continues as a normal exit transaction.

- g. Exit – Discounted Exit Validation
 - (1) After fee is displayed, a bar coded ticket or cell phone bar code is presented to the bar code or QR Code reader and the discount is applied to the parking fee due based on type of validation (either dollar value or time value).
 - (2) The display updates to show the reduced fee due.
 - (3) If the entire fee due is validated, then the barrier gate rises, and the transaction continues as a normal exit transaction.
 - (4) If the validation does not satisfy the entire parking fee, the user must present a credit card to complete payment and the transaction continues as a normal exit transaction.

2.06 EQUIPMENT AND SUBSYSTEM PERFORMANCE STANDARDS

- A. The system shall calculate parking fees and grant vehicle access based upon different parking garages, time/day of entry, applicable taxes, lengths of stay, time increments, permits, and rate structures.
- B. LPR Subsystem performance
 - 1. At each public entry and exit lane the LPR Subsystem shall acquire an image of a vehicle's entire license plate at a 99 percent (99%) rate for all non-exception vehicles as defined within this section. The intent of the 99% capture rate is to have a visual record of 99% of all non-exception license plates entering the facility.
 - 2. At each public entry and exit lane the LPR Subsystem shall achieve an N Factor rating of 90% meaning specifically that the LPR Subsystem shall read all license plate characters, exclusive of stacked characters, correctly 90 percent (90%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Subsystem shall be counted against the read accuracy. (i.e. if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N read, the system must return the LPN "ABC123" exactly.) Additional characters added before or after the license plate characters shall count against the read rate. (i.e., "1ABC123" would not constitute an N read.)
 - 3. At each public entry and exit lane the LPR Subsystem shall achieve an N-2 Factor rating of 95% meaning specifically that the LPR Subsystem shall read all but two LPN characters, exclusive of stacked characters, correctly 95 percent (95%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Subsystem shall be counted against the read accuracy. (i.e. if a license plate contains six standard characters "ABC123", then N=6). Therefore, in order for the system to achieve an N-2 read, the system must return the LPN "C123", "ABC1", "CCC123",

“ABRR23”, “1ABC1231”, etc. Additional characters added before or after the license plate characters shall count against the read rate.

4. Exception vehicles shall not count against the accuracy of the LPR Subsystem. For the purposes of the LPR performance requirements an exception vehicle is defined as:
 - h. Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object (having a foreign object within .375 inches ($\frac{3}{8}$ ") of any LPN character).
 - i. Oversized vehicles that have a total distance between the center of the drivers' side window and the end of the rear bumper greater than 14 feet.
 - j. Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
 - k. Vehicles with no license plate
 - l. Vehicles with temporary cardboard (non-reflective) "Dealer Plates."
 - m. Motorcycles
5. Ambient lighting conditions shall have no effect on the accuracy of the LPR system regardless of the time of the day and night. The Contractor shall provide any necessary shading or lighting elements required to mitigate the effect of the ambient lighting conditions on the LPR system performance.
6. The Contractor shall provide a means before lane acceptance testing, subject to approval by the Owner or Owner's Representative, to remotely score the LPR Subsystem to ensure it meets the performance requirements. The Contractor shall assist the Owner or Owner's Representative in transferring or uploading images from each lane to a secure FTP site that can then be viewed and scored on a standalone PC by the Owner or Owner's Representative. The Owner or Owner's Representative shall select any images stored on the LPR database for scoring purposes. The Contractor shall provide all software needed to test the LPR Subsystem's performance. The software shall be downloadable to a standalone PC used for testing.
7. LPR shall read plates from all states.

C. Processing Times

1. The PARCS shall achieve the allowable processing times listed below:
 - a. Report generation for data less than twelve (12) months old: less than fifteen (15) seconds
 - b. Report generation for data twelve (12) months or older: less than thirty (30) seconds
 - c. Credit card authorizations sent and returned: less than four (4) seconds, The Contractor shall provide the Owner or Owner's Representative with the speed of connection that is required to

allow credit card authorizations to be sent and returned and accounting for 150% increase in transactions. The Owner or Owner's Representative shall coordinate with the Contractor to increase the available bandwidth, as necessary.

- d. At vehicle entry, the total elapsed time from the point a vehicle triggers the picture capture zone to the point where the LPR Subsystem submits a valid LPN into the database shall not exceed two (2) seconds for any single event.
- e. At vehicle exit, the total elapsed time from the point a vehicle triggers the picture capture zone to the point where the LPR Subsystem communicates a successful or unsuccessful correlation message to the exit lane shall not exceed two (2) seconds for any single event.

2.07 SOURCE QUALITY CONTROL

A. Internal Contractor Tests

- 1. All equipment shall have successfully passed formal manufacturing tests and quality assurance inspections to validate compliance with the Contract 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 the Contractor and made available if requested by the Owner or Owner's Representative prior to the start of any acceptance test.
- 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 operational completion test period.
- 3. Any test performed with the Contractor with the Owner or Owner's representative shall provide proof that the Contractor performed the same tests in advance.

PART 3 - EXECUTION

3.01 PROJECT MANAGEMENT

- A. The Contractor shall provide a shared file folder during the project where meeting minutes, updated schedule and submittals will be shared with the Owner and Owner representatives.

3.02 EXAMINATION

- A. Site Verification of Conditions: The Contractor shall verify all existing conditions in the field prior to implementation. In the event that conditions in the field are different from the existing conditions described and shown in the Contract, the Contractor shall notify the Owner or Owner's Representative in writing of the exact differences and shall inform the Owner or Owner's Representative in writing of any implications the differences have on the project.

3.03 INSTALLATION

- A. During implementation and the warranty period, the Owner or Owner's Representative shall attempt to make available to the Contractor an area to serve as a work area for the technicians that shall support the system. It is the responsibility of the on-site technicians to keep the work area clean and free of all hazards.
- B. During implementation and testing, on-line, real-time communication between the PARCS Cloud-based system and the Contractor's support team for supporting and configuring the system is required.
- C. 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 Owner or Owner's Representative prior to implementation.
- D. Equipment Installation
 - 1. The Contractor shall verify that the installation location is prepared and ready to have the installation completed. The Contractor shall notify, in writing, the Owner or Owner's Representative if the Contractor finds that the installation location is not prepared for installation due to unfinished work outside of the 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.
- E. Disposal of Existing Equipment
 - 1. The Contractor shall be responsible for removal of all unused existing equipment with no interference to ongoing revenue activity that is replaced under this project. Contractor shall disassemble, uninstall and transport removed equipment to an approved disposal location. Contractor shall be responsible for repairing any damages that occur to existing components during the removal and transport processes. The Owner or Owner's Representative will identify any device, equipment, or component that the Owner or Owner's Representative may wish to keep. Contractor shall deliver this equipment to a location identified by the Owner or Owner's Representative.
- F. Phasing and Transition Plan
 - 1. Contractor shall develop and submit a detailed phasing and transition plan describing how the 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 Owner or Owner's Representative 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.

Include a detailed schedule of project requirements including milestones for shop drawings, fabrication, delivery periods, construction/installation, training, transition plan and testing. Milestones include special project requirements related to coordination with work by others and phasing.

Schedule shall clearly delineate work within each of the ParkBOI facilities.

Detail how and in what sequence old components of the existing system will be phased-out and how components of the new system phased-in. Phasing plan shall include elements such as delivery periods, construction, training and testing requirements.

Discuss how both systems (new & existing) will operate together until such time that the new system is fully integrated.

2. The Contractor shall only install equipment in one garage at a time. Two or more garages shall not be worked on concurrently.
3. LAT shall be completed successfully prior to beginning work on a new garage.

3.04 FIELD QUALITY CONTROL

- A. Acceptance testing shall serve to verify the functional performance of the PARCS and its components to ensure adherence to these Functional Specifications. The Acceptance testing process shall not take away from or reduce the responsibility of the Contractor to provide a finished and fully functioning system that meets all requirements of these Functional Specifications. Each application software package, firmware, and hardware equipment component delivered by the Contractor shall undergo acceptance testing as part of the installation process.
 1. Factory Acceptance Test (FAT)
 2. Lane Acceptance Test (LAT)
 3. Operational Completion Test (OCT)
- B. The PARCS shall successfully pass each testing phase before the next testing phase commences. The LATs shall not begin until the FAT has been successfully completed, and the Operational Completion Test shall not begin until all LATs for that facility have been successfully completed. Tests shall not be excluded or conducted out of sequence without prior written authorization from the Owner or Owner's Representative.
- C. Thirty (30) days prior to the anticipated completion of all LATs for a parking facility's implementation, the Contractor shall submit a written request for starting the Operational Completion Test. An Operational Completion Test shall be performed for each individual parking facility after all LATs for that parking facility have been successfully completed. The OCT shall be conducted to assess the entire PARCS installation as a system.
- D. The Contractor shall submit the proposed Phasing and Transition Plan as outlined in the submittal guidelines. 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.
- E. Factory Acceptance Tests
 1. FATs shall be conducted by the Contractor as a demonstration to the Owner or Owner's Representatives that the installed equipment complies

with the Contract, the Contractor's shop drawings, and to other documentation, such as user manuals.

2. Upon successful completion of the Contractor's test, the Contractor, and the Owner or Owner's Representative shall perform the FAT to verify performance. The FAT shall only be observed by the Owner or Owner's Representative after a fully completed and signed test script verifying successful completion of the Contractor's internal testing is submitted. Signed internal test scripts shall be submitted at least five (5) calendar days prior to the scheduled test with the Owner or Owner's Representative.
3. The Contractor shall provide test procedure documents for FATs in accordance with the submittal guidelines. FAT Test Procedures Documents shall be provided for each lane type or device type and test procedures shall include the following sections:
 - a. narrative describing the general procedures to be followed;
 - b. definition of all minor and major deviation types;
 - c. checklist of all items necessary to conduct the test (e.g., unpaid tickets, exceptions tickets, credit cards, etc.);
 - d. checklist for the components of each lane or device;
 - e. signature page for all FAT participants' signatures;
 - f. step by step instructions for testing each functionality;
 - g. tests for all user processing procedures;
 - h. tests to ensure that the proper rate structures are being used;
 - i. tests for verifying the reporting requirements;
 - j. area within each test section to denote "pass" or "fail;" and
 - k. section for listing and describing test deviations.
4. The FAT shall be considered successfully completed when all components have passed their respective test procedures and all test documents have been signed by the Owner or Owner's Representative and Contractor. Minor deviations resulting in the creation of punch list items shall not be considered grounds for failure of the overall FAT. Major deviations found during the FAT shall result in the retest of the equipment. The Contractor shall credit the Owner or Owner's Representative from its total contract value for any travel and/or labor costs incurred by the Owner or Owner's Representative as a result of retesting a failed lane.

F. Lane Acceptance Tests

1. LATs shall be conducted by the Contractor as a demonstration to the Owner or Owner's Representatives that the installed equipment complies with the Contract, the Contractor's shop drawings, and to other documentation, such as user manuals.
2. After successful completion of the FAT the equipment, software, and subsystems may be installed, based on an Owner or Owner's

Representative approved schedule. When a lane installation has been completed, the Contractor shall conduct its internal testing of the installed equipment. Internal testing shall follow the identical LAT test procedures that shall be used during LATs observed by the Owner or Owner's Representative.

3. Upon successful completion of the Contractor's test, the Contractor, and the Owner or Owner's Representative shall perform the LAT to verify performance. The LAT shall only be observed by the Owner or Owner's Representative after a fully completed and signed test script verifying successful completion of the Contractor's internal testing is submitted. Signed internal test scripts shall be submitted at least five (5) calendar days prior to the scheduled test with the Owner or Owner's Representative.
4. LATs shall be conducted for each entry lane and exit lane. The Contractor shall not activate any entry/exit lane for service until its LAT has been successfully completed, and the Owner or Owner's Representative has notified the Contractor that it is ready to put the equipment in operation.
5. The Contractor shall provide test procedure documents for LATs in accordance to the submittal guidelines. LAT Test Procedures Documents shall be provided for each lane type or device type and test procedures shall include the following sections:
 - a. narrative describing the general procedures to be followed;
 - b. definition of all minor and major deviation types;
 - c. checklist of all items necessary to conduct the test (e.g., unpaid tickets, exceptions tickets, credit cards, etc.);
 - d. checklist for the components of each lane or device;
 - e. signature page for all LAT participants' signatures;
 - f. step by step instructions for testing each functionality;
 - g. tests for all user processing procedures;
 - h. tests to ensure that the proper rate structures are being used;
 - i. tests for verifying the reporting requirements;
 - j. tests for all third-party integrations;
 - k. area within each test section to denote "pass" or "fail;" and
 - l. section for listing and describing test deviations.
6. The Contractor shall provide all ancillary items necessary to complete the LATs 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. In addition, the Contractor shall make available sufficient personnel to perform the LAT in an efficient and timely manner.
7. The LAT shall be considered successfully completed when all components have passed their respective test procedures and all test documents have been signed by the Owner or Owner's Representative

and Contractor. Minor deviations resulting in the creation of punch list items shall not be considered grounds for failure of the overall LAT. Major deviations found during the LAT shall result in the retest of the lane. The Contractor shall agree to credit the Owner or Owner's Representative from its total contract value for any travel and/or labor costs incurred by the Owner or Owner's Representative as a result of retesting a failed lane.

G. Operational Completion Test

1. The OCT shall be comprised of all equipment, systems, and subsystems performing under actual conditions, e.g., user use, normal activity recording, and reporting procedures. This OCT shall demonstrate, over a period of thirty (30) consecutive calendar days, the successful performance of all aspects of the PARCS.
2. During the OCT, only routine maintenance procedures, as defined by the preventive maintenance manual and according to industry standards, shall be permitted. All other maintenance procedures shall be approved in writing by the Owner or Owner's Representative before they are performed; otherwise, they shall constitute a failure of the OCT and a mandatory restart.
3. The Owner or Owner's Representative reserves the right to be present for all maintenance services during the OCT.
4. For purposes of the OCT, a subsystem is defined to be any one of the following:
 - a. Credit card authorization system
 - b. Data communication system
 - c. Entry Lane
 - d. Exit Lane
 - e. LPR System
 - f. LPI System
 - g. AVI System (if used)
 - h. Barcode readers
 - i. Signs
 - j. Intercom System
 - k. POF
 - l. Integrations
5. The OCT shall begin after all facilities have successfully completed their respective Lane Acceptance Tests on a date mutually selected and agreed to in writing by the Owner or Owner's Representative and the Contractor at a time designated by the Owner or Owner's Representative. The OCT monitors system performance of the entire system operating as a single unit. The Contractor shall submit an OCT Test Procedures

Document in accordance with the submittal requirements. OCT 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 OCT Test Procedures Document shall include:

- a. narrative describing the general procedures to be followed;
 - b. methodology for calculation of downtime for the various PARCS components; and
 - c. electronic tracking document to be used during the OCT period for documenting failures and downtime.
6. The OCT 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 Owner or Owner's Representative and the Contractor. The Contractor shall agree to credit the Owner or Owner's Representative from its total contract value for any travel and/or labor costs incurred by the Owner or Owner's Representative as a result of retesting the system.
7. The performance criteria for successful completion of the OCT shall include:
- a. No individual subsystem shall be operationally unavailable for four (4) or more hours cumulative during the test period.
 - b. No individual subsystem shall be operationally unavailable for more than two (2) consecutive hours during the test period.
 - c. 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.
 - d. No component of a given type (e.g., exit terminal, barrier gate, entry terminal, etc.) shall fail more than three (3) times during the test period for the same reason. Upon the fourth (4th) failure all components of that type shall be replaced to correct the common deficiency, and the test shall be restarted from the beginning.
8. In addition to the comprehensive reports generated during the OCT, the Contractor shall provide to the Owner or Owner's Representative a one-page summary report that clearly provides the overall percentage of system downtime and causes of that down time.
9. The Contractor shall provide to the Owner or Owner's Representative a corrective action report that provides a detailed description of each failure that occurs during the OCT. 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 OCT.
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.

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:
 - a. Lane Open/Closed Signs
 - b. Vehicle detector devices
 - c. Intercom
 - d. Barrier gate
 - e. Entry terminal
 - f. PARCS devices – sensors and signs
 - g. Data communication
 - h. Power supply
12. An inoperative subsystem shall not be deemed unavailable if it has become inoperative because of:
 - a. malicious damage or vandalism to a component(s) by users or others;
 - b. 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;
 - c. network connectivity issues beyond the PARCS;
 - d. PARCS failures due to Owner or Owner's Representative provided equipment issues and/or failures;
 - e. failures caused by a 3rd party; or
 - f. Act of God.
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.
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. Where corrective action impacts delivered documentation, the documentation shall be corrected prior to final acceptance. Only after Contractor has repaired flaw and Owner or Owner's Representative accepts corrective action, and the flaw report can the test be restarted.

16. Upon formal written approval of the corrective action report by the Owner or Owner's Representative, 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 (1) 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.
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:
 - a. the functionality of entry/exit lanes and parking time works properly according to the Contract,
 - b. the functionality of parking fee calculations and correct collection works according to the Contract;
 - c. no personnel, vehicle or driver safety issues exist;
 - d. transactional archiving operates in accordance with the Contract;
 - e. failure does not cause loss or contamination of transactional data; and
 - f. all reports balance and are 100% accurate.
18. Where the above criteria are not met, the test shall be stopped, and corrective action taken and verified prior to testing restart.
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.

H. Punch List

1. Starting with the first week after completing the Lane Acceptance Tests 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.

I. Final System Acceptance

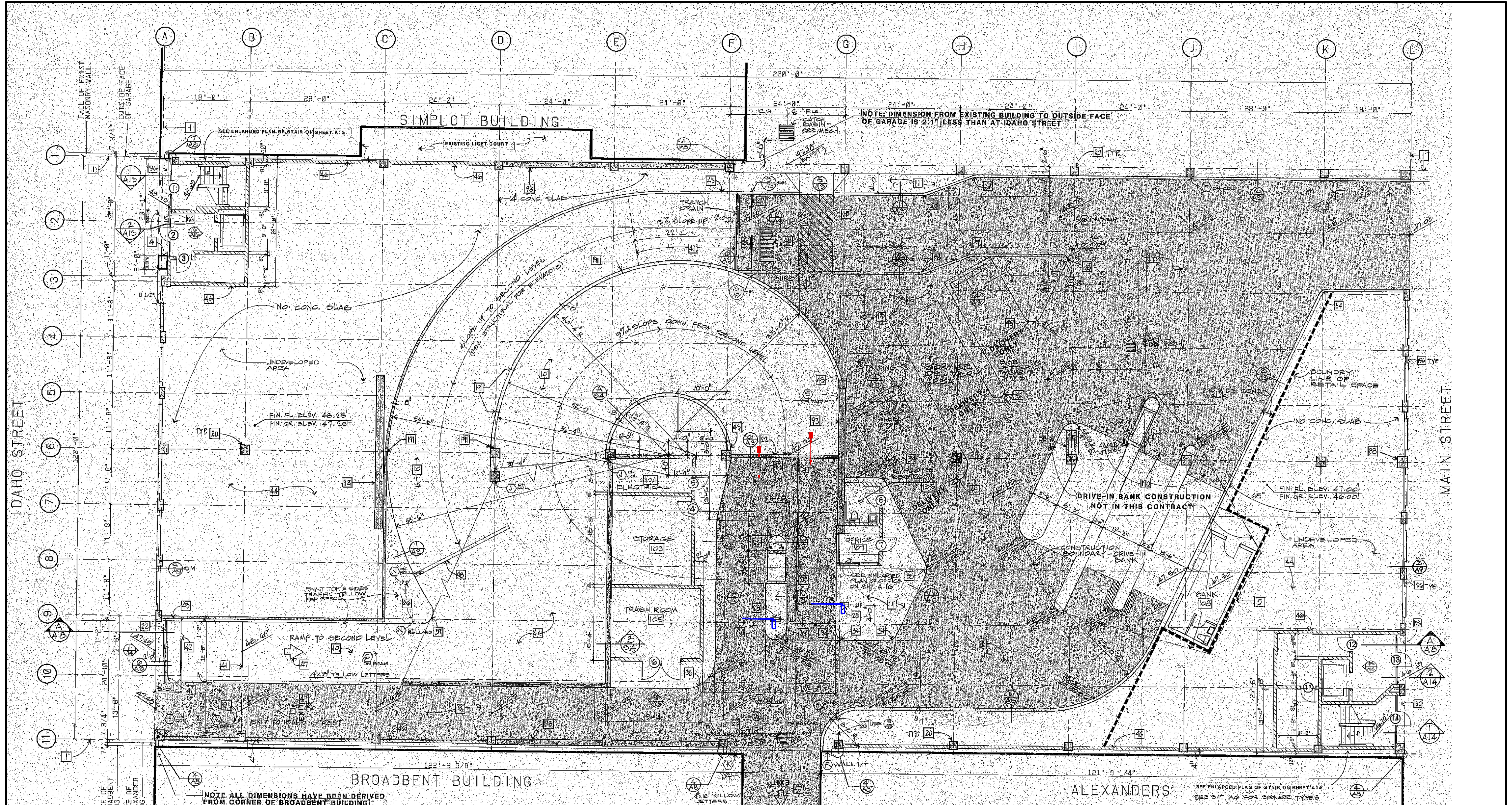
1. Final System Acceptance will be submitted by the Owner or Owner's Representative, in writing to the Contractor, upon successful completion of the FAT, all LATs, the OCT, upon verification by the Owner or Owner's Representative of complete resolution of all outstanding items on the punch list, receipt of detailed Record Drawings, and independent validation that the installed system is PCI-DSS compliant.

3.05 INSTRUCTION AND TRAINING

- A. The Contractor shall submit a Training Plan with proposed instruction schedule. The Owner shall approve or suggest changes to the training schedule at that time. Fourteen (14) calendar days prior to each instruction session, the Contractor shall submit a training plan of where and how training sessions will be conducted, a copy of the instruction materials, equipment needed and provided, and approximate duration of the session. Ample time shall be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the PARCS and allow Owner personnel to have hands-on experience with the PARCS.
- B. The Contractor shall provide training certification for the operator to perform first level maintenance without voiding the warranty of the equipment. Certification shall include basic maintenance, preventive maintenance and removal and installation of simple parts, removal, and installation of gates.
- C. The Contractor shall instruct the Owner's designated staff in the operation, adjustment, and maintenance of all products, equipment, and systems.
- D. Contractor shall coordinate schedule for training with the Owner to avoid conflicts and peak period personnel conflicts.
- E. The Owner reserves the right to request fifteen (15) hours of additional training up to two (2) times during the warranty period.
- F. The class material shall include schematics and description of the equipment. The Contractor shall provide all documentation necessary to instruct the Owner's personnel. The Owner retains the right to copy and distribute material for internal use only.
- G. The Contractor shall submit a user's manual with every instruction in the course. The Contractor shall submit electronic copies (.PDF on a USB thumbdrive) to the Owner. The manual shall be written in English with appropriate photos, diagrams, and schematics to supplement the text.
- H. Training classes shall be provided in the following groups:
 - 1. Supervisors
 - 2. Auditors and accounting personnel
 - 3. CCDC staff and Administrators
 - 4. CCDC PARCS Personnel

ATTACHMENT B

License Plate Recognition (LPR) Sketches






NOTES:

LPR locations shown provide a general idea on the expected locations for LPR cameras, but vendors shall evaluate their specific technology to confirm if these locations work for their design.

Vendors shall visit the sites and study the best locations and methods of locating the LPR cameras based on the existing conditions and islands at each location

LEGEND:

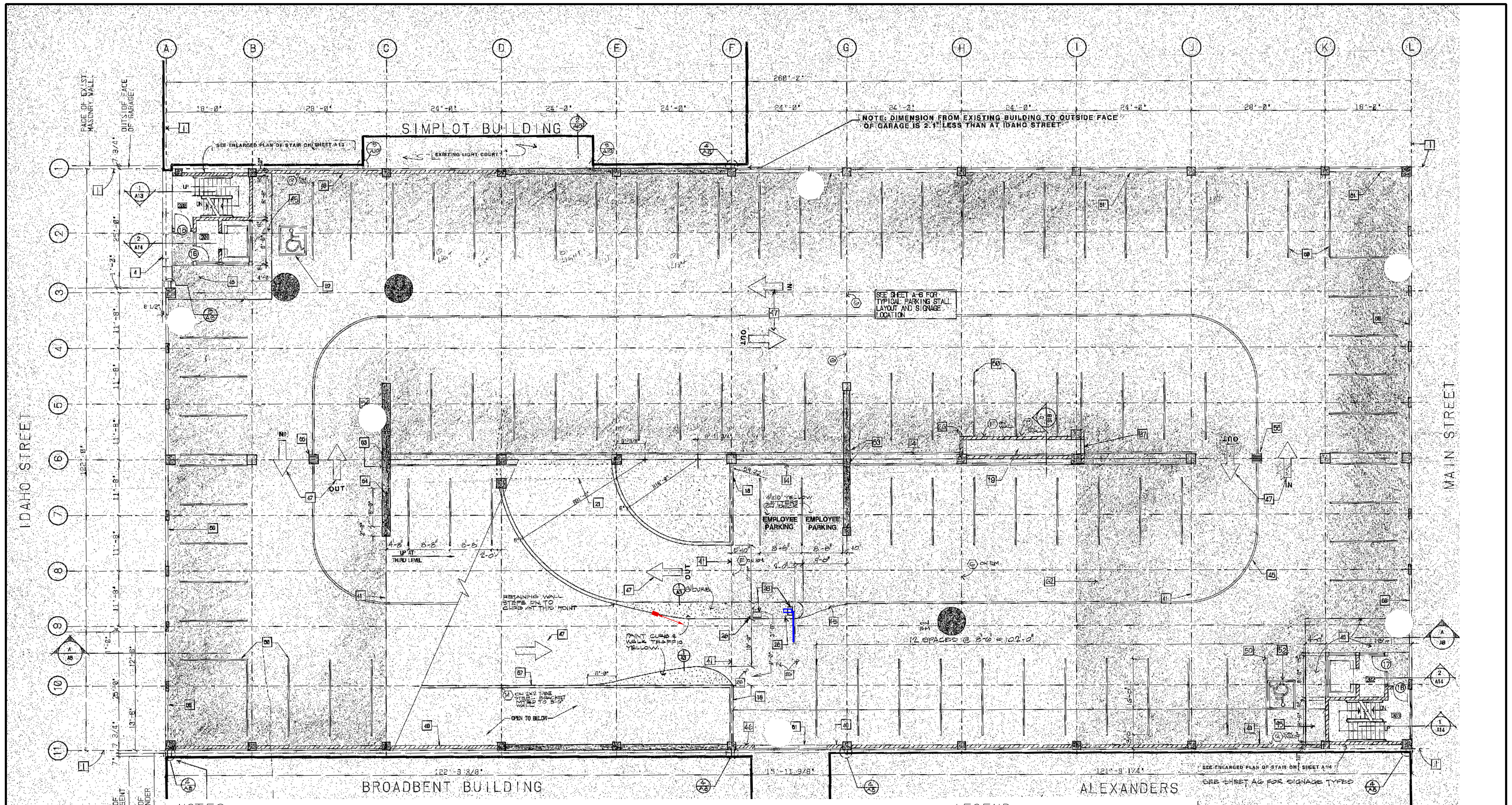
-  Possible LPR Camera Location
-  Possible Direction and Range View
-  Gate Location

CCDC PARCS RFP
Proposed LPR Locations

9th & Main (1 of 2)

Kimley»Horn

Kimley-Horn and Associates
11400 Commerce Park Avenue, Suite #400
Reston, VA 20191 (703) 674-1300



NOTES:

LPR locations shown provide a general idea on the expected locations for LPR cameras, but vendors shall evaluate their specific technology to confirm if these locations work for their design.

Vendors shall visit the sites and study the best locations and methods of locating the LPR cameras based on the existing conditions and islands at each location

LEGEND:

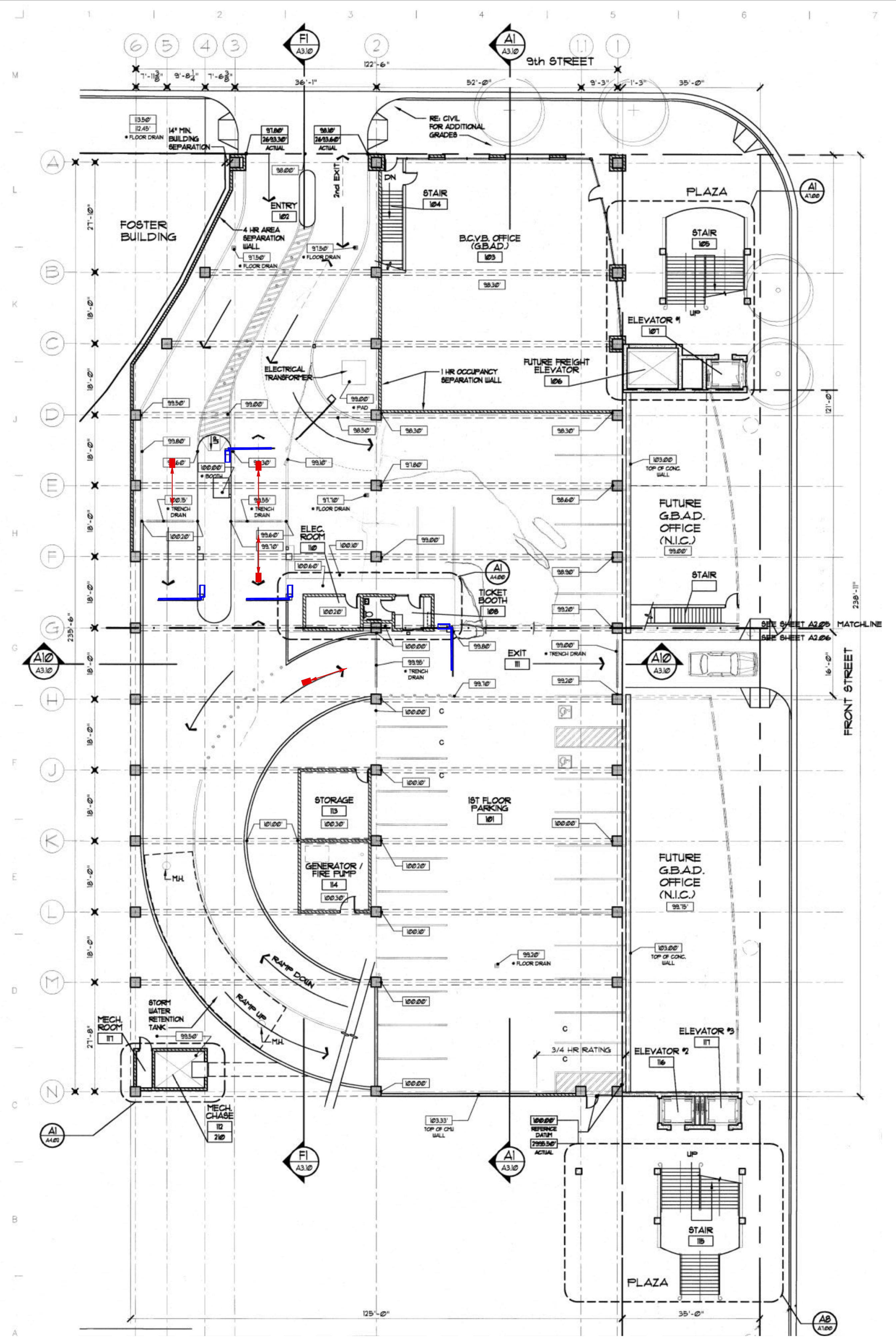
- ⊙ Possible LPR Camera Location
- Possible Direction and Range View
- Gate Location

CCDC PARCS RFP
Proposed LPR Locations

9th & Main (2 of 2)

Kimley»Horn

Kimley-Horn and Associates
11400 Commerce Park Avenue, Suite #400
Reston, VA 20191 (703) 674-1300






NOTES:

LPR locations shown provide a general idea on the expected locations for LPR cameras, but vendors shall evaluate their specific technology to confirm if these locations work for their design.

Vendors shall visit the sites and study the best locations and methods of locating the LPR cameras based on the existing conditions and islands at each location

LEGEND:

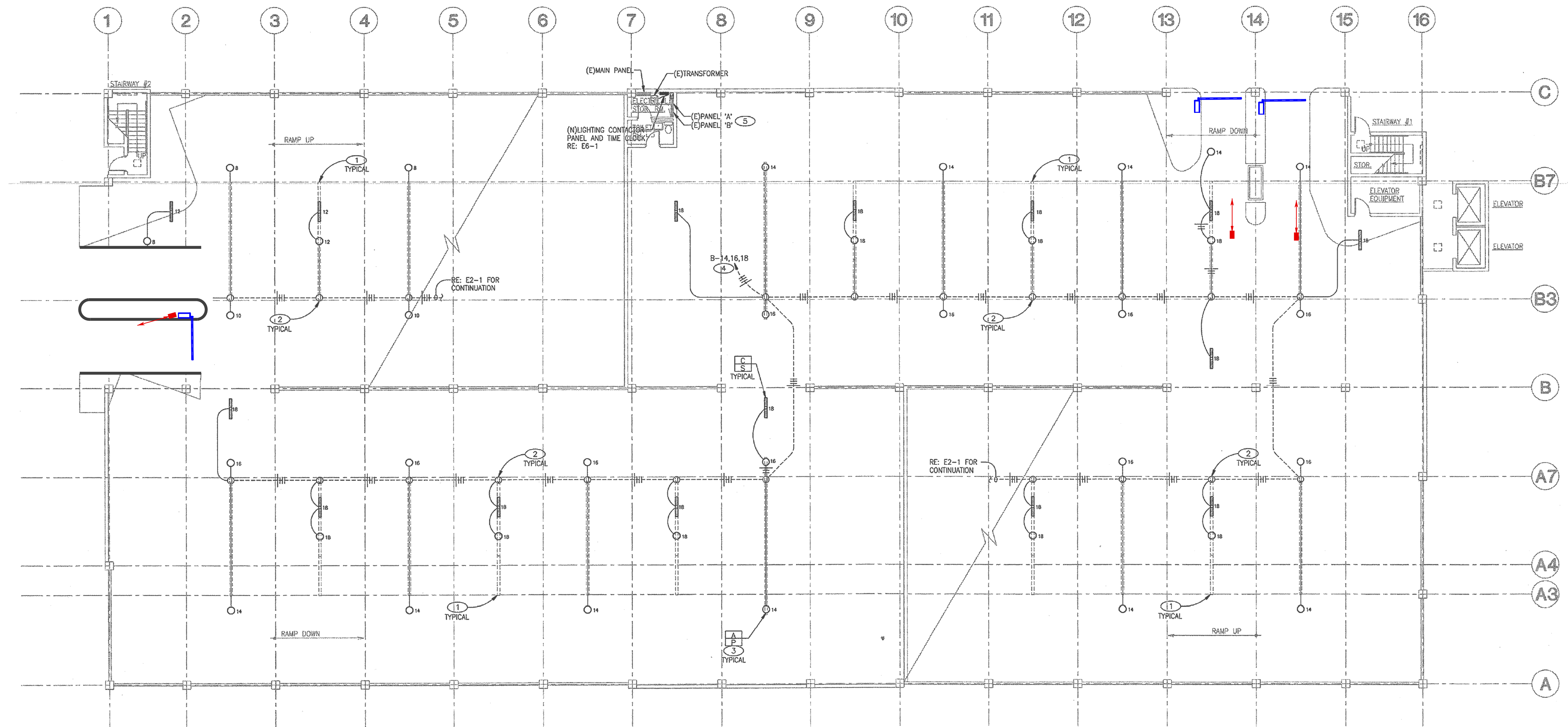
-  Possible LPR Camera Location
-  Possible Direction and Range View
-  Gate Location

CCDC PARCS RFP
Proposed LPR Locations

9th & Front

Kimley»Horn

Kimley-Horn and Associates
11400 Commerce Park Avenue, Suite #400
Reston, VA 20191 (703) 674-1300






NOTES:

LPR locations shown provide a general idea on the expected locations for LPR cameras, but vendors shall evaluate their specific technology to confirm if these locations work for their design.

Vendors shall visit the sites and study the best locations and methods of locating the LPR cameras based on the existing conditions and islands at each location

LEGEND:

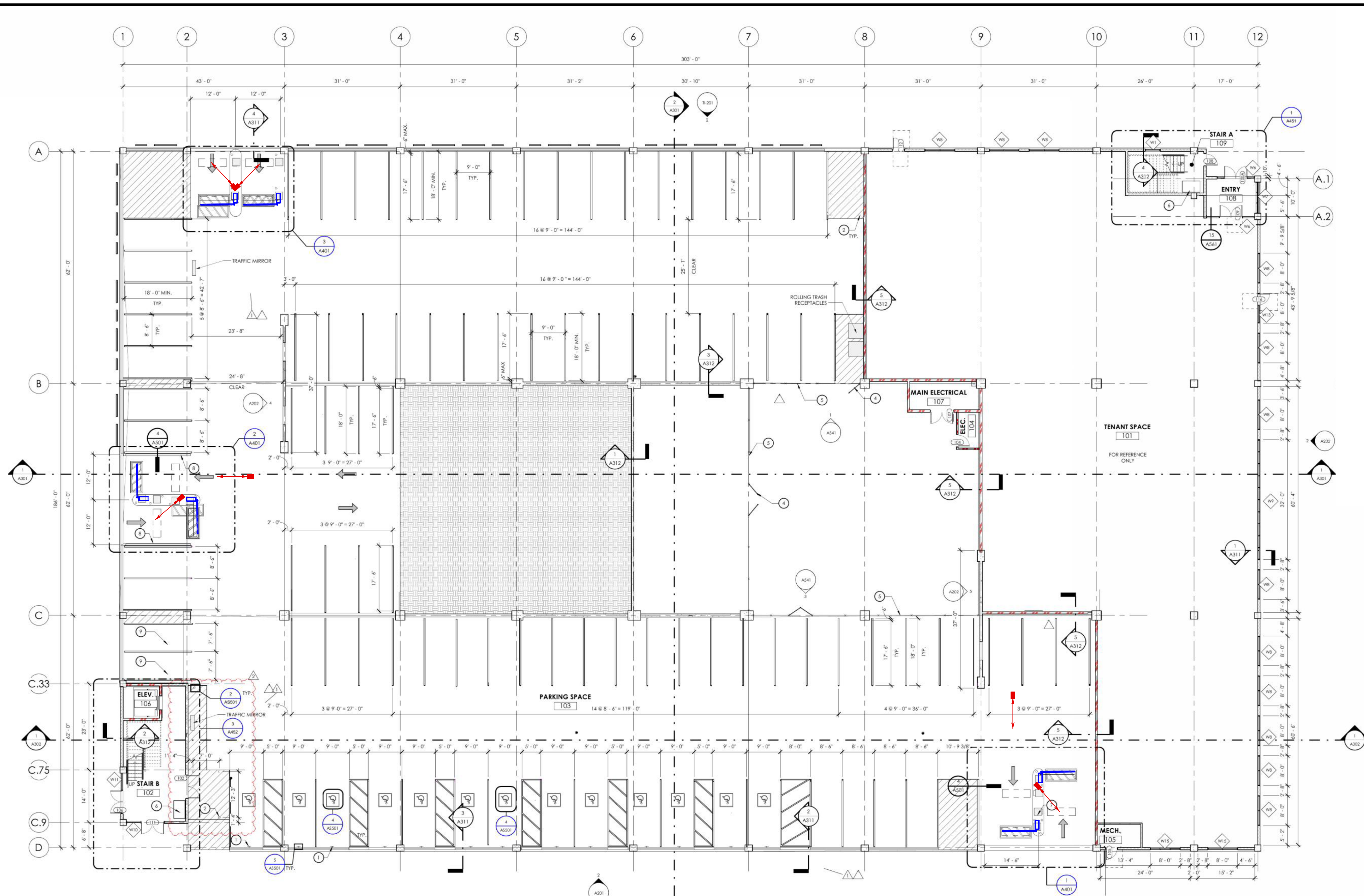
-  Possible LPR Camera Location
-  Possible Direction and Range View
-  Gate Location

CCDC PARCS RFP
Proposed LPR Locations

10th & Front

Kimley»Horn

Kimley-Horn and Associates
11400 Commerce Park Avenue, Suite #400
Reston, VA 20191 (703) 674-1300



NOTES:

LPR locations shown provide a general idea on the expected locations for LPR cameras, but vendors shall evaluate their specific technology to confirm if these locations work for their design.

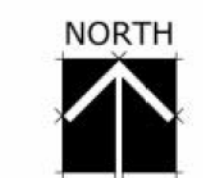
Vendors shall visit the sites and study the best locations and methods of locating the LPR cameras based on the existing conditions and islands at each location

LEGEND:

- Possible LPR Camera Location
- Possible Direction and Range View
- Gate Location

TOTAL PARKING SPACES = 86

1 FLOOR PLAN - LEVEL 1
3/22/11-0

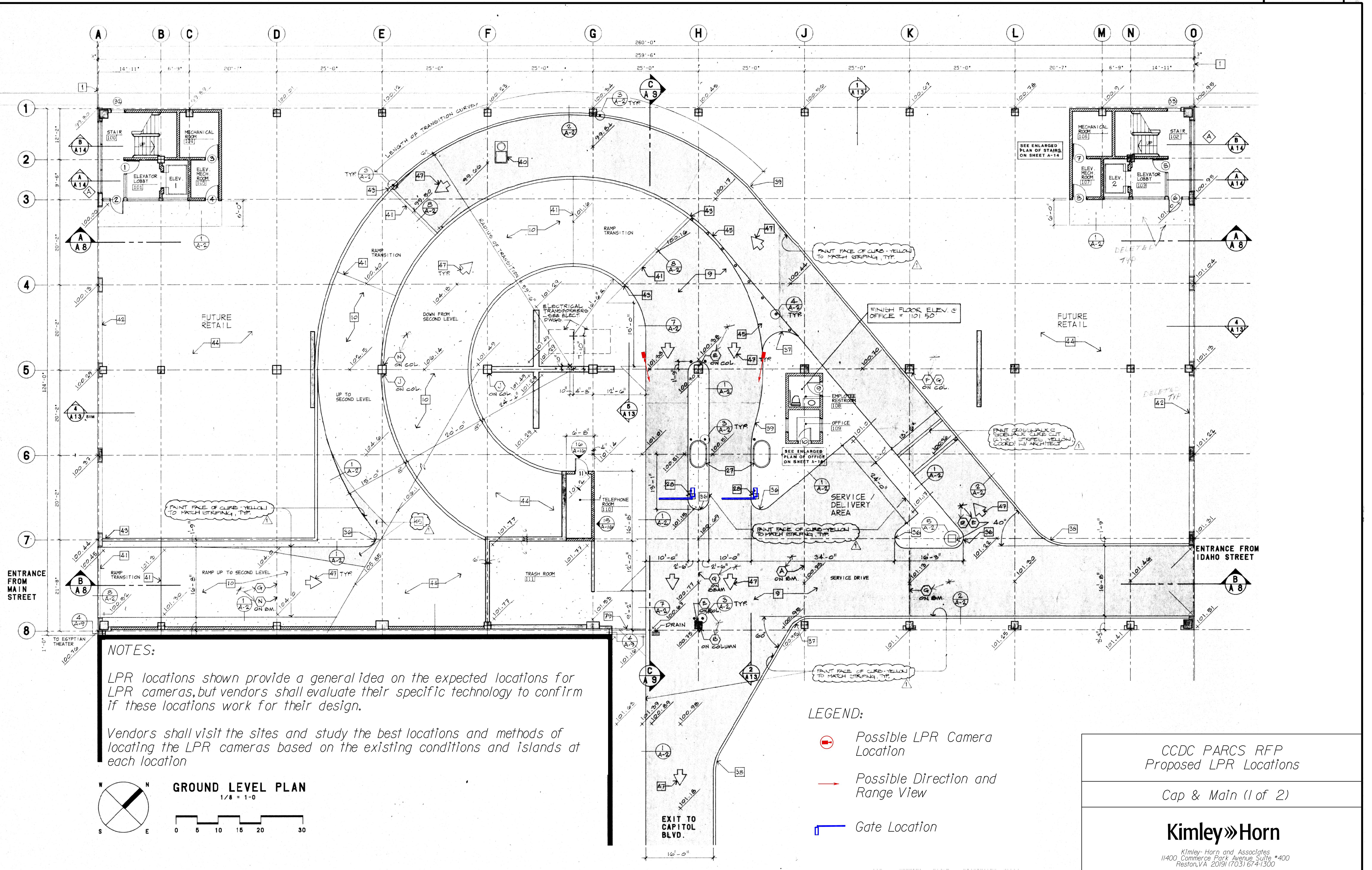


CCDC PARCS RFP
Proposed LPR Locations

11th & Front

Kimley»Horn

Kimley-Horn and Associates
11400 Commerce Park Avenue, Suite #400
Reston, VA 20191 (703) 674-1300

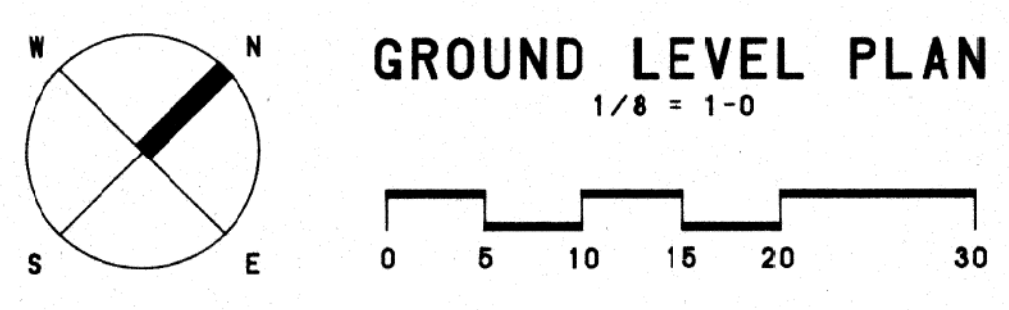


NOTES:

LPR locations shown provide a general idea on the expected locations for LPR cameras, but vendors shall evaluate their specific technology to confirm if these locations work for their design.

Vendors shall visit the sites and study the best locations and methods of locating the LPR cameras based on the existing conditions and islands at each location

- LEGEND:**
- ⊙ Possible LPR Camera Location
 - Possible Direction and Range View
 - Gate Location

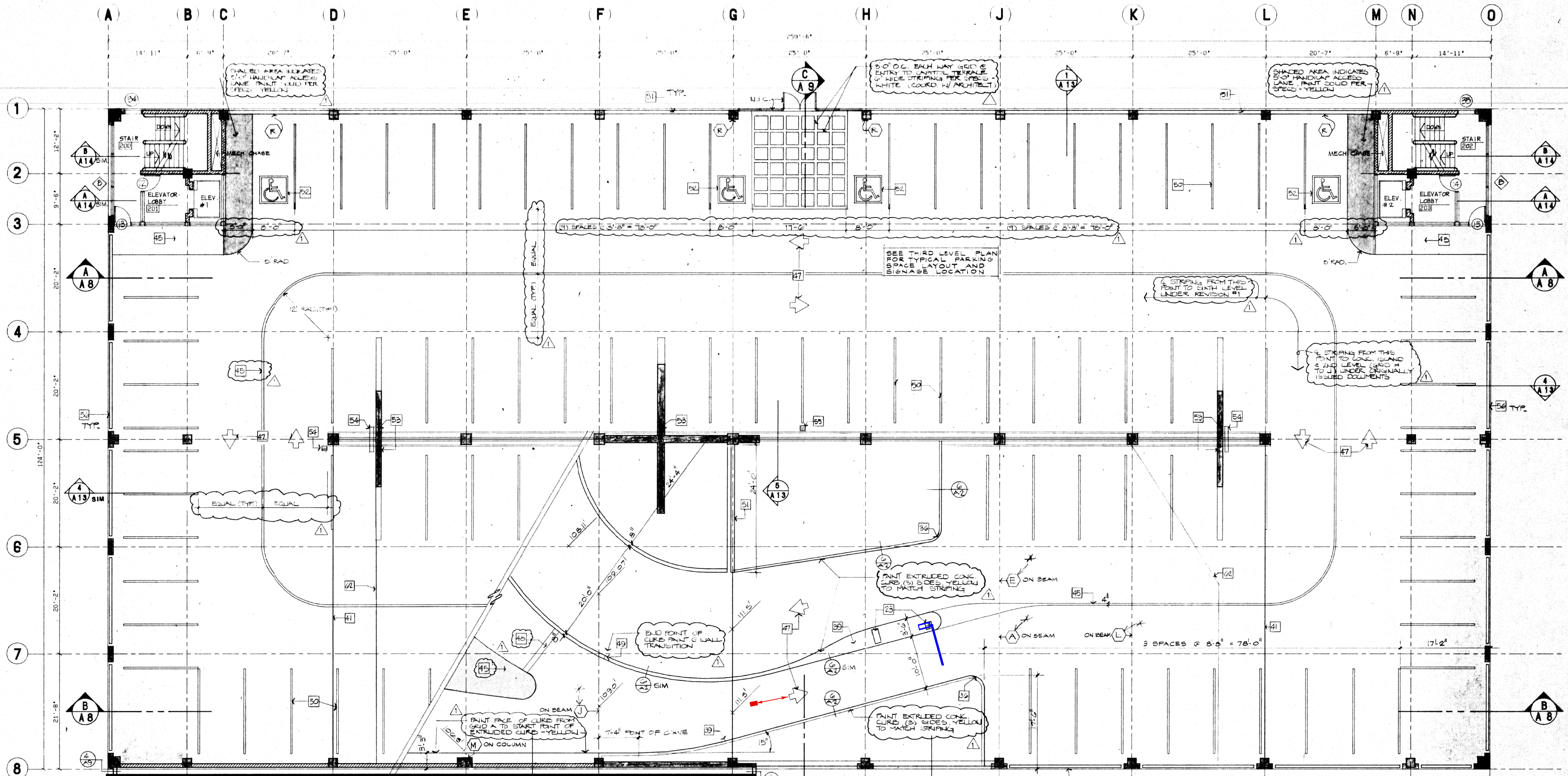


CCDC PARCS RFP
Proposed LPR Locations

Cap & Main (1 of 2)

Kimley»Horn

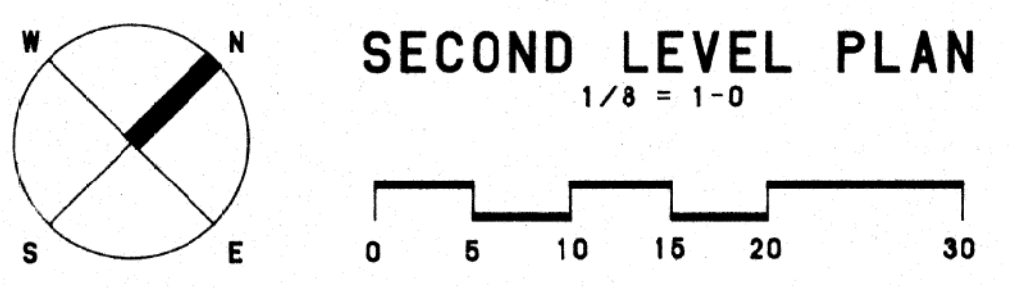
Kimley-Horn and Associates
11400 Commerce Park Avenue, Suite #400
Reston, VA 20191 (703) 674-1300






NOTES:

LPR locations shown provide a general idea on the expected locations for LPR cameras, but vendors shall evaluate their specific technology to confirm if these locations work for their design.

Vendors shall visit the sites and study the best locations and methods of locating the LPR cameras based on the existing conditions and islands at each location



LEGEND:

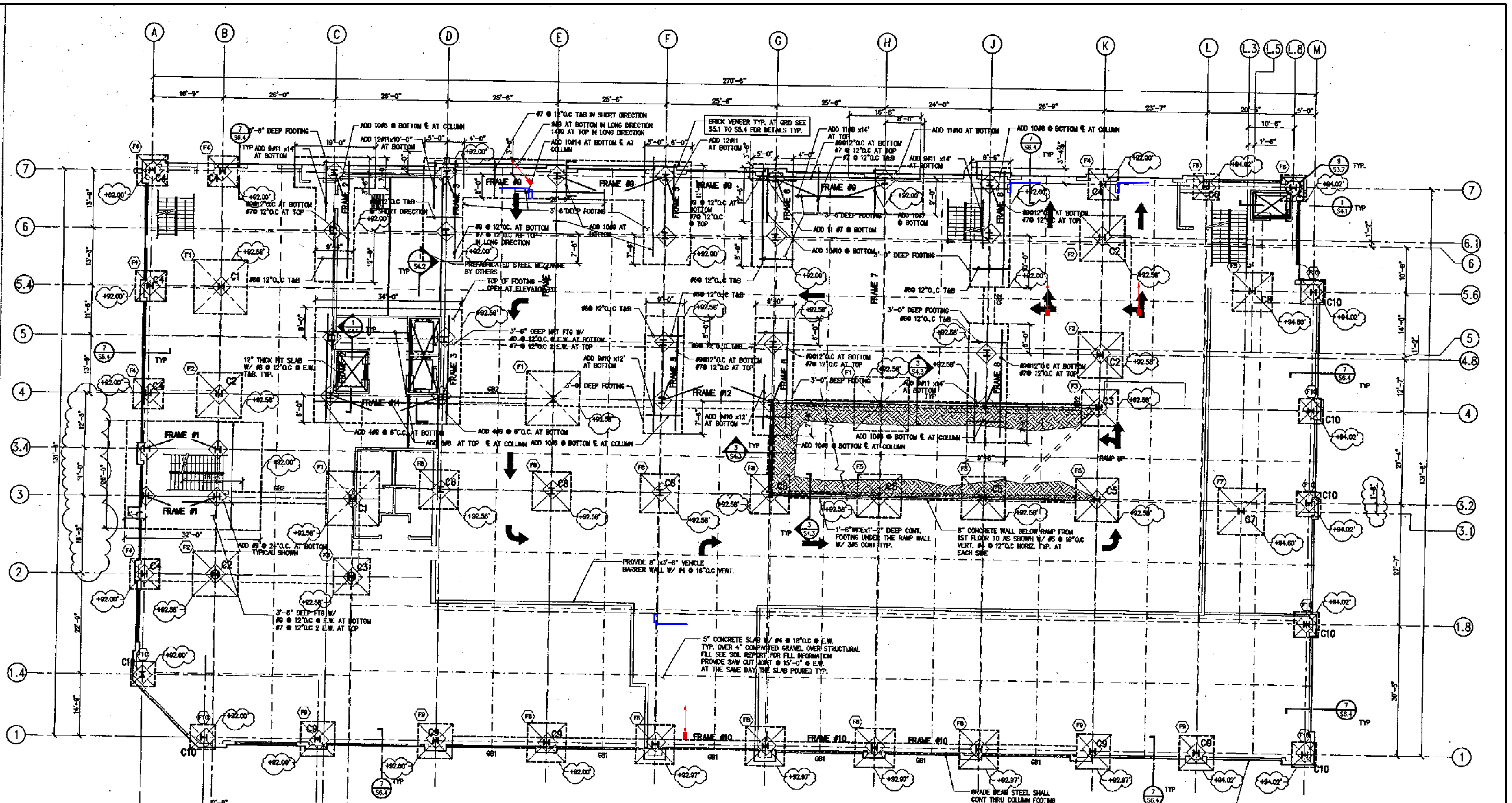
-  Possible LPR Camera Location
-  Possible Direction and Range View
-  Gate Location

CCDC PARCS RFP
Proposed LPR Locations

Cap & Main (2 of 2)

Kimley»Horn

Kimley-Horn and Associates
11400 Commerce Park Avenue, Suite #400
Reston, VA 20191 (703) 674-1300






NOTES:

LPR locations shown provide a general idea on the expected locations for LPR cameras, but vendors shall evaluate their specific technology to confirm if these locations work for their design.

Vendors shall visit the sites and study the best locations and methods of locating the LPR cameras based on the existing conditions and islands at each location

LEGEND:

-  Possible LPR Camera Location
-  Possible Direction and Range View
-  Gate Location

CCDC PARCS RFP
Proposed LPR Locations

Cap & Myrtle

Kimley»Horn

Kimley-Horn and Associates
11400 Commerce Park Avenue, Suite #400
Reston, VA 20191 (703) 674-1300

ATTACHMENT C

Cost Form

[Link to Excel document](#)

TOTAL PARCS COST ESTIMATE FOR ALL FACILITIES			
Quantity	Description	Unit Cost	Subtotal
PARCS Costs			
1	Parking Equipment Costs		\$ -
1	Parking Event Management System/Software		\$ -
6	Parking Event Management System/Software Handheld Devices		\$ -
1	Mobile Pay Setup		\$ -
1	Credit Card Subsystem		\$ -
1	PARCS Software (2 years initial cost)		\$ -
1	Validation System/Software		\$ -
1	Prox Cards Software		\$ -
2000	Prox Cards		\$ -
1	Intercom and Camera System/Software		\$ -
1	PARCS Data Migration		\$ -
1	Network Equipment		\$ -
1	Training		\$ -
1	Testing		\$ -
1	Documentation		\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -
Construction Costs			
1	Equipment Removal		\$ -
1	Construction		\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -
GC & Soft Costs			
1	Design and Construction Contingency		\$ -
1	General Conditions/Mobilization (field overhead)		\$ -
1	Bonds and Insurance		\$ -
1	Overhead & Profit		\$ -
1	Escalation		\$ -
1	Vendor A/E Fees, Materials Testing		\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -
COST TOTAL		\$0	
Proposal Options - Reservation and Hotel Integration			
Quantity	Description	Unit Cost	Subtotal
1	Reservation System		\$ -
1	Hotel Integrations		\$ -
1	ParkMobile Integration		\$ -
1	Servers and Network Equipment Labor		\$ -
1	Training		\$ -
1	Testing		\$ -
1	Documentation		\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL		\$0	
Proposal Options - AVI			
Quantity	Description	Unit Cost	Subtotal
11	Entries		\$ -
12	Exits		\$ -
6	Nested Lanes		\$ -
3500	Transponders		\$ -
28	Remove Prox Cards Readers		\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL		\$0	

Year	Maintenance Costs/Software
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
	\$ -

*Contractors to add additional lines and pricing information as needed

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

Description	Unit Price
Entry Terminal	
Exit Terminal	
Barrier Gate	
Loops	
Prox Card Reader	
AVI Reader	
Pay on Foot Machine (Credit Card Only)	
Pay on Foot Machine (Credit Card and Cash)	
ParkMobile Integration	
LPR Camera	
Open/Closed Signs in Lanes	
Dynamic Monument Sign	
UPS	

*Contractors to add additional lines and pricing information as needed

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

9th & Main			
Quantity	Description	Unit Price	Total Price
1	Entry Terminal	\$ -	\$ -
2	Exit Terminal	\$ -	\$ -
9	Barrier Gate	\$ -	\$ -
21	Loops	\$ -	\$ -
3	LPR	\$ -	\$ -
9	Prox Card Reader	\$ -	\$ -
1	Prox Card Reader BikeBOI	\$ -	\$ -
2	Pay on Foot Machine (Credit Card Only)	\$ -	\$ -
1	Pay on Foot Machine (Credit Card and Cash)	\$ -	\$ -
2	UPS	\$ -	\$ -
OVERALL PARKING FACILITY TOTAL:		\$ -	

*Contractors to add additional lines and pricing information as needed

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

9th & Front			
Quantity	Description	Unit Price	Total Price
2	Entry Terminal	\$ -	\$ -
2	Exit Terminal	\$ -	\$ -
4	Barrier Gate	\$ -	\$ -
4	LPR	\$ -	\$ -
12	Loops	\$ -	\$ -
4	Prox Card Reader	\$ -	\$ -
4	Open/Closed Signs in Lanes	\$ -	\$ -
2	Pay on Foot Machine (Credit Card Only)	\$ -	\$ -
1	Pay on Foot Machine (Credit Card and Cash)	\$ -	\$ -
2	UPS	\$ -	\$ -
OVERALL PARKING FACILITY TOTAL:		\$ -	

*Contractors to add additional lines and pricing information as needed

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

10th & Front			
Quantity	Description	Unit Price	Total Price
1	Entry Terminal	\$ -	\$ -
2	Exit Terminal	\$ -	\$ -
3	Barrier Gate	\$ -	\$ -
3	LPR	\$ -	\$ -
6	Loops	\$ -	\$ -
3	Prox Card Reader	\$ -	\$ -
1	Pay on Foot Machine (Credit Card Only)	\$ -	\$ -
1	Pay on Foot Machine (Credit Card and Cash)	\$ -	\$ -
2	UPS	\$ -	\$ -
OVERALL PARKING FACILITY TOTAL:		\$ -	

*Contractors to add additional lines and pricing information as needed

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

11th & Front			
Quantity	Description	Unit Price	Total Price
4	Entry Terminal	\$ -	\$ -
2	Exit Terminal	\$ -	\$ -
6	Barrier Gate	\$ -	\$ -
6	LPR	\$ -	\$ -
12	Loops	\$ -	\$ -
6	Prox Card Reader	\$ -	\$ -
1	Pay on Foot Machine (Credit Card Only)	\$ -	\$ -
1	Pay on Foot Machine (Credit Card and Cash)	\$ -	\$ -
3	UPS	\$ -	\$ -
OVERALL PARKING FACILITY TOTAL:		\$ -	

*Contractors to add additional lines and pricing information as needed

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

Capitol & Main			
Quantity	Description	Unit Price	Total Price
1	Entry Terminal	\$ -	\$ -
2	Exit Terminal	\$ -	\$ -
3	Barrier Gate	\$ -	\$ -
3	LPR	\$ -	\$ -
6	Loops	\$ -	\$ -
3	Prox Card Reader	\$ -	\$ -
3	Pay on Foot Machine (Credit Card Only)	\$ -	\$ -
1	Pay on Foot Machine (Credit Card and Cash)	\$ -	\$ -
2	UPS	\$ -	\$ -
OVERALL PARKING FACILITY TOTAL:		\$ -	

*Contractors to add additional lines and pricing information as needed

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

Capitol & Myrtle			
Quantity	Description	Unit Price	Total Price
2	Entry Terminal	\$ -	\$ -
2	Exit Terminal	\$ -	\$ -
4	Barrier Gate	\$ -	\$ -
4	LPR	\$ -	\$ -
12	Loops	\$ -	\$ -
4	Prox Card Reader	\$ -	\$ -
1	Pay on Foot Machine (Credit Card Only)	\$ -	\$ -
1	Pay on Foot Machine (Credit Card and Cash)	\$ -	\$ -
2	UPS	\$ -	\$ -
OVERALL PARKING FACILITY TOTAL:		\$ -	

*Contractors to add additional lines and pricing information as needed

For items the Respondent takes exception to and for which the Respondent proposes an alternative, pricing for the alternative shall be provided in the blank space within the appropriate section of the Cost Form. Include a clear and concise description of the proposed alternative and denote the item as an "alternative" in the Cost Form.

ATTACHMENT D

Sample Contract

**STANDARD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONSTRUCTOR**

**PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS) REPLACEMENT
PROJECT**

(\$000,000)

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTOR'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. PRICE
8. CHANGES
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION AND RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

This Agreement is made this ____ day of [redacted] in the year 2025, by and between the

OWNER: Capital City Development Corporation (CCDC)
121 N. 9th Street, Suite 501
Boise, Idaho 83702

and the

CONSTRUCTOR: [redacted]
[redacted]
[redacted]

Tax identification number (TIN): [redacted]

for construction and services in connection with the following PROJECT:

Project Identification: Parking Access and Revenue Control System Replacement Project

Work Area:

- 9th & Front Garage: 312 South 9th Street, Boise, Idaho.
- 9th & Main Garage: 848 West Main Street, Boise, Idaho
- 10th & Front Garage: 230 South 10th Street, Boise, Idaho
- 11 & Front Garage: 1101 West Front Street, Boise, Idaho
- Capitol & Main Garage: 770 West Main Street, Boise, Idaho
- Capitol & Myrtle Garage: 445 South Capitol Boulevard, Boise, Idaho

The Project will replace the existing PARCS at up to six (6) ParkBOI public parking structures in its entirety, including—but not limited to—all kiosks, gates, card readers, credit card processors, ticket printers, detection loops, pay-on-foot machine, pay-in-lane machine, intercoms, computer servers and the associated software. The Project includes all civil and electrical work to accommodate installation consistent with the requirements of this Agreement.

Notice to the Parties shall be given at the above addresses.

The Owner’s Project Consultant is Kimley-Horn and Associates, Inc.

The Owner’s Representative is Zach Piepmeyer, P.E., Parking & Mobility Director

The Parties agree as set forth herein:

ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing.

2.1.1 The Constructor shall furnish construction administration and management services and use the Constructor’s diligent efforts to perform the Work in an expeditious manner consistent with the

Contract Documents. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Constructor represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor. Owner will have no right to control or direct the details, manner, or means by which Constructor accomplishes the results of the services performed hereunder.

2.1.3 The Constructor has no obligation to work any particular hours or days or any particular number of hours or days. Constructor agrees, however, that its other contracts and services shall not interfere with the performance of its services under this Agreement.

2.1.4 Neither the Constructor nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement or unless authorized in writing by the Owner's Representative.

2.1.5 The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, or others for whom they may be liable, to secure preferential treatment.

2.2 DESIGN PROFESSIONAL. Not used.

2.3 DEFINITIONS

2.3.1 "Agreement" means this Standard Agreement and General Conditions Between Owner and Constructor, as modified, and exhibits and attachments made part of this agreement upon its execution. For purposes of this Agreement, the terms "Agreement" and "Contract" are equivalent.

2.3.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3 "Change Order" is a written order signed by the Owner and the Constructor after execution of this Agreement, indicating changes in the scope of the Work, the Contract Price, or Contract Time, including substitutions proposed by the Constructor and accepted by the Owner.

2.3.4 "Contract Documents" consist of this Agreement, the existing Contract Documents listed in Section 14.1, drawings, specifications, addenda issued and acknowledged prior to execution of this Agreement, information furnished by the Owner pursuant to subsection 3.14.4, and modifications issued in accordance with this Agreement.

2.3.5 "Contract Price" is the amount indicated in section 7.1 of this Agreement.

2.3.6 "Contract Time" is the period between the Date of Commencement and Final Completion.

2.3.7 "Constructor" is the person or entity identified in ARTICLE 1 and includes the Constructor's Project Manager, designated by Constructor as having authority to represent, make decisions, and act on behalf of Constructor. For purposes of this Agreement, the terms Constructor and Contractor with the capitalized "C" are equivalent.

2.3.8 "Construction Period" is the period of time between the Date of Commencement stated in the Notice to Proceed and the date of Final Completion stated in the Certificate of Final Completion.

2.3.9 "Cost of the Work" means the costs and discounts specified in section 8.3.2.

2.3.10 "Date of Commencement" is as set forth in section 6.1.

2.3.11 "Day" means a calendar day.

2.3.12 "Defective Work" is any portion of the Work that does not conform with the Contract Documents.

2.3.13 "Equipment" means all mechanical and electronic components to be provided by CONSTRUCTOR to OWNER necessary for the System to function properly as specified, including, but not limited to, all hardware, wiring, conduit, connections, server equipment, pay stations, ticketing machines, gate activators and lift mechanics, fee computers, automated pay stations, spare parts, field dynamic message signs, garage dynamic message signs, and all associated equipment.

2.3.14 "Final Completion" occurs on the date when the Constructor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Constructor.

2.3.15 "Interim Directed Change" is a change to the Work directed by the Owner pursuant to section 8.2. For purposes of this Agreement, the terms "Interim Directed Change" and "Work Change Directive" are equivalent and may be used interchangeably.

2.3.16 "Laws" mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Constructor must comply that are enacted as of the Agreement date.

2.3.17 "Material Supplier" is a person or entity retained by the Constructor to provide material and equipment for the Work.

2.3.18 "Others" means other contractors/constructors, material suppliers, and persons at the Worksite who are not employed by the Constructor or Subcontractors.

2.3.19 "Overhead" means (a) payroll costs and other compensation of Constructor employees in the Constructor's principal and branch offices; (b) general and administrative expenses of the Constructor's principal and branch offices including charges against the Constructor for delinquent payments; and (c) the Constructor's capital expenses, including interest on capital used for the Work.

2.3.20 "Owner" is the person or entity identified in ARTICLE 1 and includes the Owner's Representative.

2.3.21 "Owner's Representative" is the individual employed by the Owner who shall be fully acquainted with the Project, shall act as the prime point of contact between Owner and Owner's Project Consultant, shall provide the Owner's instructions to Owner's Project Consultant, and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice.

2.3.22 "Parking Garage" or "Garage" is any one of the six structures owned by Owner which are part of the ParkBOI System and constructed and used for parking of motor vehicles and ancillary activities, including subterranean, ground, and above ground parking levels, storage areas, stair and elevator towers and all improvements thereto under control of the Owner. A Parking Garage typically

excludes surrounding public sidewalks and street rights-of-way unless owned by CCDC. Parking Garages included in this definition are listed in Article 1.

2.3.23 "Parties" are collectively the Owner and the Constructor.

2.3.24 "Project," as identified in ARTICLE 1, is the construction, installation, repair or other improvements for which the Constructor is to perform Work under this Agreement. It may also include construction by the Owner or Others.

2.3.25 "Project Consultant" is the individual retained by the Owner to perform day-to-day field observations of the Project on Owner's behalf and shall be the prime point of contact for Constructor. The Project Consultant shall possess full authority to receive instructions from Owner and to act on those instructions.

2.3.26 "Schedule of the Work" is the document prepared by the Constructor that specifies the dates on which the Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.3.27 "Software" means the aggregate of the Constructor's Proprietary Software and all other third party software installed as part of the System (such as anti-virus software, license plate recognition software, and all other commercial-off-the-shelf software required by the System) licensed to Owner.

2.3.28 "System" means the Parking Access and Revenue Control System as a whole including all associated Equipment, Software, and Services to be delivered by Constructor to Owner under this Agreement.

2.3.29 "System Infrastructure" means constructed elements, including concrete islands, electrical circuits, communication cabling, fiber optic cabling, wiring, conduit, vehicle detection loops, signage, kiosks, gates, vehicle counters and other constructed elements that Owner will provide or cause to be constructed to facilitate the installation and operation of the System.

2.3.30 "Subcontractor" is a person or entity retained by the Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. All subcontractors shall hold valid Public Works Contractor licenses pursuant to Idaho Code § 54-1902 and § 67-2310.

2.3.31 "Substantial Completion" of the Work occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. This date shall be confirmed by a Certificate of Substantial Completion signed by the Owner and Constructor. For the PARCS replacement project, all LAT must be completed in accordance with the Functional Specifications prior to the Certificate of Substantial Completion being issued.

2.3.32 "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another Subsubcontractor to perform a portion of the Subcontractor's Work.

2.3.33 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.34 "Work" means the construction and services necessary or incidental to fulfill the Constructor's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.3.34.1 "Changed Work" means work that is different from the original scope of Work; or work that changes the Contract Price or Contract Time.

2.3.35 "Worksite" is a portion of a ParkBOI Parking Structure where Work on the PARCS Project will be performed as indicated in the Contract Documents..

ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction will commence upon the issuance by Owner of a written notice to proceed.

3.1.2 In order to complete the Work, Constructor shall provide all necessary design, procurement, construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.1.3 Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

3.1.4 Constructor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions. In such case, Constructor shall not be liable to Owner for damages resulting from compliance with such instructions unless Constructor recognized and failed to timely report to the Owner's Representative any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.

3.1.5 Constructor shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from Owner. It shall be revised as required by the conditions of the Work.

3.1.6 Constructor shall obtain all the building permits necessary for the construction of the Project. The costs of all such permits shall be included in the Contract Price, without mark-up.

3.1.7 Constructor shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner shall be afforded access to all.

3.1.8 Constructor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. Constructor shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.1.9 Constructor shall provide periodic written reports to Owner and shall attend regularly-scheduled meetings to discuss the progress of the Work in such detail as is required by Owner and as agreed to by Owner.

3.1.10 The Constructor shall perform Work only within locations allowed by the Contract Documents, Laws, and applicable permits.

3.2 OWNERSHIP OF DOCUMENTS

3.2.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by Constructor, its Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Constructor or in the event of termination under ARTICLE 11, upon payment for all sums due to Constructor pursuant to ARTICLE 11.

3.2.2 COPYRIGHT The Parties agree that Owner shall not obtain ownership of the copyright of all Documents.

3.2.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, provided payment has been made pursuant to subsection 3.2.1.

3.2.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Constructor's involvement or on other projects is at Owner's sole risk, except for Constructor's indemnification obligations, and Owner shall indemnify and hold harmless Constructor, its Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from such any prohibited use.

3.3 COOPERATION WITH WORK OF OWNER AND OTHERS

3.3.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.3.2 If the Owner elects to perform work at the Worksite directly or by Others, the Constructor and the Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Constructor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The Constructor, the Owner, and Others shall adhere to the revised construction schedule.

3.3.3 With regard to the work of the Owner and Others, the Constructor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective; (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate the Constructor's Work with theirs.

3.3.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Constructor shall give the Owner prompt written notification of any defects the Constructor discovers in their work which will prevent the proper execution of the Work. The Constructor's obligations in this subsection do not create a responsibility for the work of the Owner or Others, but are for the purpose of facilitating the Work. If the Constructor does not notify the Owner of defects interfering with the performance of the Work, the Constructor acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Constructor of defects, the Owner shall promptly inform the Constructor what action, if any, the Constructor shall take with regard to the defects.

3.4 RESPONSIBILITY FOR PERFORMANCE

3.4.1 Constructor understands and accepts full responsibility for all requirements and deliverables defined in this Agreement. Constructor warrants that it has read and agrees with the specifications contained in the Owner's Request for Proposal: Parking Access and Revenue Control System (PARCS) Replacement Project dated September 10, 2024 (Exhibit A) and Constructor's Response to the Owner's Request for Proposal: Parking Access and Revenue Control System (PARCS) Replacement Project, dated [REDACTED], 2024, attached as **Exhibit C** and agrees to inform the Owner of any unforeseen conditions which will materially affect performance of the work or Services within forty-five (45) days of the execution of this Agreement and will not proceed until written instructions are received from the Owner's Representative or Project Consultant.

3.4.2 Nothing in this section 3.4 shall relieve the Constructor of responsibility for its own errors, inconsistencies, and omissions.

3.5 CONSTRUCTION PERSONNEL AND SUPERVISION

3.5.1 The Constructor shall provide competent supervision for the performance of the Work. Before commencing the Work, the Constructor shall notify the Project Consultant and Owner's Representative in writing of the name and qualifications of its proposed Constructor's Project Manager so the Project Consultant and Owner's Representative may review the individual's qualifications. If, for reasonable cause, the Project Consultant and/or Owner's Representative refuses to approve the individual or withdraws its approval after once giving it, the Constructor shall name a different Constructor's Project Manager for the Owner's review. Any disapproved Constructor Project Manager shall not perform in that capacity thereafter at the Worksite.

3.5.2 The Constructor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of the Constructor or any of its Subcontractors.

3.5.3 The Constructor shall permit only qualified persons to perform the Work. The Constructor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, the Constructor shall immediately reassign the person upon receipt of the Owner's written notice to do so.

3.5.4 **CONSTRUCTOR'S PROJECT MANAGER** The Constructor's authorized Project Manager is [REDACTED]. The Constructor's Project Manager shall possess full authority to receive instructions from the Owner directly or through Owner's Project Consultant and to act on those instructions. If the Constructor changes the Constructor's Project Manager or his/her authority, the Constructor shall immediately notify the Project Consultant and Owner's Representative in writing.

3.6 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.7 MATERIALS FURNISHED BY THE OWNER OR OTHERS If the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Constructor shall be the responsibility of the Constructor and may be deducted from any amounts due or to become due the Constructor. Any defects discovered in such materials or equipment shall be reported at once to the Project Consultant. Following receipt of written notice from the Constructor of defects, the Project Consultant shall promptly inform the Constructor what action, if any, the Constructor shall take with regard to the defects.

3.8 TESTS AND INSPECTIONS

3.8.1 Constructor shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. The Constructor shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible Project Consultant, Owner's Representative and Others may timely observe the tests at the normal place of testing. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the Constructor and promptly delivered to the Project Consultant, with copies to the Owner's Representative.

3.8.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Constructor shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in subsection 3.8.3.

3.8.3 If the procedures described in the two subsections above indicate that portions of the Work fail to comply with the Contract Documents due to negligence of the Constructor, the Constructor shall be responsible for costs of correction and retesting.

3.9 WARRANTY

3.9.1 The Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Constructor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Constructor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance (except where such maintenance is required by the Constructor as part of the Work), modifications performed by the Owner or Others, or abuse.

3.9.1.1 The Constructor's warranty shall commence upon the successful completion of the OCT and receipt of acknowledgement of formal system acceptance. Refer to Section 1.11 of the Functional Specifications for complete Warranty Requirements.

3.9.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.

3.9.3 The Constructor shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties shall be listed in an attached exhibit to this Agreement. After that period, the Constructor shall provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

3.10 CORRECTION OF WORK WITHIN WARRANTY PERIOD

3.10.1 If, during the warranty period, any Defective Work is found, Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the warranty period Owner discovers and does not promptly notify Constructor or give Constructor an opportunity to test or correct Defective Work as reasonably requested by Constructor, Owner waives Constructor's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.10.2 The warranty periods shall not be extended by corrective work performed by Constructor.

3.10.3 If Constructor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner prior to final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due Constructor. If payments then or thereafter due Constructor are not sufficient to cover such amounts, Constructor shall pay the difference to Owner.

3.10.4 If Constructor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Constructor shall be responsible for the cost of correcting the destroyed or damaged property.

3.10.5 Prior to final payment, at Owner's option and with Constructor's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.11 CORRECTION OF COVERED WORK

3.11.1 On request of the Project Consultant, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Project Consultant's and, if desired the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Constructor shall pay the costs of uncovering and replacement.

3.11.2 If, contrary to specific requirements in the Contract Documents or contrary to a specific request from the Project Consultant or Owner, a portion of the Work is covered, the Project Consultant or Owner, by written request, may require the Constructor to uncover the Work for the Project Consultant's and, if desired the Owner's observation. In this circumstance, the Work shall be replaced at the Constructor's expense and with no adjustment to the Contract Time.

3.12 SAFETY OF PERSONS AND PROPERTY

3.12.1 SAFETY PRECAUTIONS AND PROGRAMS The Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work or for compliance with Laws.

3.12.2 The Constructor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.12.3 CONSTRUCTOR'S SAFETY REPRESENTATIVE The Constructor's Worksite safety representative is [REDACTED], who shall act as the Constructor's Worksite safety representative with a duty to prevent accidents. If no individual is identified in this subsection, the Constructor's safety representative shall be the Constructor's Project Manager. The Constructor shall report promptly in writing to the Project Consultant, with a copy to the Owner's Representative, all recordable accidents and injuries occurring at the Worksite. When the Constructor is required to file an accident report with a public authority, the Constructor shall furnish a copy of the report to the Project Consultant and Owner's Representative.

3.12.4 The Constructor shall provide the Project Consultant and Owner's Representative with copies of all notices required of the Constructor by law or regulation. The Constructor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.12.5 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent acts or omissions of the Constructor, or anyone for whose acts the Constructor may be liable, shall be promptly remedied by the Constructor.

3.12.6 If the Project Consultant deems any part of the Work or Worksite unsafe, the Project Consultant, without assuming responsibility for the Constructor's safety program, may require the Constructor to stop performance of the Work or take corrective measures satisfactory to the Project Consultant, or both. If the Constructor does not adopt corrective measures, the Owner may perform them and deduct their cost from the Contract Price. The Constructor agrees to make no claim for damages, for an increase in the Contract Price or for a change in the Contract Time based on the Constructor's compliance with the Project Consultant's or Owner's reasonable request.

3.13 EMERGENCIES In an emergency affecting the safety of persons or property, the Constructor shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in the Contract Price or Contract Time resulting from the actions of the Constructor in an emergency situation shall be determined as provided for in ARTICLE 8.

3.14 HAZARDOUS MATERIALS

3.14.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under Laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup. The Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

3.14.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, the Constructor shall be entitled to immediately stop Work in the affected area. The Constructor shall promptly report the condition to the Project Consultant and Owner's Representative and, if required, the governmental agency with jurisdiction.

3.14.3 The Constructor shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.14.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work. The Constructor shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.14.5 If the Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

3.14.6 To the extent permitted by section 6.10 and to the extent not caused by the negligent acts or omissions of the Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall defend, indemnify, and hold harmless the Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.14.7 MATERIALS BROUGHT TO THE WORKSITE

3.14.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Constructor, Subcontractors, the Owner, or Others, shall be maintained at the Worksite by the Constructor and made available to the Project Consultant, Subcontractors, and Others.

3.14.7.2 The Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Constructor, its Subcontractors, or both, in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.14.7.3 To the extent caused by the negligent acts or omissions of the Constructor, its agents, officers, directors, and employees, the Constructor shall indemnify and hold harmless the Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Constructor, its Subcontractors, or both, in accordance with the Contract Documents.

3.14.7.4 This section 3.14.7 shall survive the completion of the Work or any termination of this Agreement.

3.15 SUBMITTALS

3.15.1 The Constructor shall submit to the Project Consultant all designs, shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. The Constructor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, the Constructor shall prepare and deliver its submittals in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Project Consultant specifically authorizing such deviation, substitution or change. To the extent a change, deviation or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Neither the Project Consultant nor Owner shall make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Constructor.

3.15.2 The Constructor agrees upon request to submit in a timely fashion to the Project Consultant , with copies to the Owner's Representative, for review any designs, shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Project Consultant.

3.15.3 The Constructor shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve the Constructor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.15.4 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Constructor obtains approvals required under the Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner to provide for an adjustment in the Contract Price or Contract Time.

3.15.5 As-Built Documents: The Constructor shall maintain at the Worksite for the Owner one (1) copy of each of the Drawings and Specifications, Addenda, Change Orders, and other modifications, in good order and marked to indicate field changes and selections made during construction; and one (1) copy or sample of approved shop Drawings, Product Data, Samples, and similar required submittals.

3.15.5.1 General: Retain copy of each submittal made and each Addenda, Change Order, and Contract amendment issued affecting Contract Documents during the Construction Period for Project As-Built Document purposes. Post changes and modifications to Project As-Built Documents as they occur; do not wait until the end of the Project.

3.15.5.2 Maintenance of As-Built Documents: Store Project As-Built Documents in the field apart from the Contract Documents used for construction. Do not use Project As-Built Documents for construction purposes. Maintain Project As-Built Documents in good order and in clean, dry, legible condition, protected from deterioration and loss. Provide access to Project As-Built Documents for Project Consultant's reference during normal working hours.

(a) Project Consultant shall evaluate As-Built Drawings for document condition, order, legibility, accuracy and completeness. Project Consultant shall notify

Constructor of acceptance or request revisions or replacements and resubmittal. Constructor shall supply acceptable As-Built Drawings within seven (7) Days and prior to Final Payment for the Project.

- (b) Project Consultant shall be responsible for creating digital Record Drawings incorporating the mark-ups on the As-Built Drawings submitted by the Constructor. Project Consultant will issue digital Record Drawings to the Constructor and Owner within fourteen (14) Days following Final Payment and distribute a minimum of one (1) copy each of Record Drawings to Owner, Project Consultant and Constructor.

3.15.5.3 As Built Specifications and Record Specifications: Maintain at the Worksite for the Owner a copy of Contract Documents for purposes of annotating where the actual product installation varies from that indicated. Submit the annotated portions of the Contract Documents to Project Consultant prior to requesting a Substantial Completion Inspection. Project Consultant may request corrections from the Constructor to make the submittal more legible and complete. Project Consultant shall be responsible for maintaining its own records on variations in product installations, assembling Record Specifications for the Project in a digital format and for distributing them to the Owner and Constructor at the conclusion of the Project. In preparing the Record Specifications, Project Consultant shall:

- (a) Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- (b) Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- (c) Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
- (d) Note related Change Orders and Record Drawings where applicable.

3.16 WORKSITE CONDITIONS

3.16.1 WORKSITE VISIT The Constructor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.16.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Project Consultant. The Constructor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in ARTICLE 8.

3.17 PERMITS AND TAXES

3.17.1 The Constructor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The Constructor shall

provide to Project Consultant and the Owner's Representative copies of all notices, permits, licenses, and renewals required under this Agreement.

3.17.2 The Constructor shall pay all applicable taxes enacted when bids are received or negotiations concluded for the Work provided by the Constructor.

3.17.3 If, in accordance with the Owner's direction, the Constructor claims an exemption for taxes, the Owner shall indemnify and hold the Constructor harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Constructor as a result of any such action.

3.18 CUTTING, FITTING, AND PATCHING

3.18.1 The Constructor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.

3.18.2 Cutting, patching or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

3.19 CLEANING UP

3.19.1 The Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area each day, the Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.19.2 If the Constructor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Project Consultant of non-compliance, the Project Consultant may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due the Constructor in the next payment period.

3.20 ACCESS TO WORK The Constructor shall facilitate the access of the Project Consultant, Owner, and Others to Work in progress.

3.21 COMPLIANCE WITH LAWS The Constructor shall comply with all Laws at its own costs. The Constructor shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Constructor, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this section shall not apply if notice to the Project Consultant was given, and advance approval by appropriate authorities, including the Owner, is received.

3.21.1 The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs resulting from any changes in Laws, including increased taxes, which were not reasonably anticipated and then enacted after the date of this Agreement.

3.22 CONFIDENTIALITY Unless compelled by law, (including Idaho's Public Records Act, Idaho Code § 74-101 through § 74-126), a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Constructor shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors, and Material Suppliers as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Constructor or which the

Constructor may acquire in connection with the Work. The Owner shall treat as confidential information, all of the Constructor's developments, confidential information, know-how, discoveries, production methods, and the like, including any proprietary software, and estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Constructor shall each specify those items to be treated as confidential and shall mark them as "Confidential." In the event of a legal compulsion or other order seeking disclosure of any Confidential Information, the Constructor or Owner, as the case may be, shall promptly notify the other Party to permit that Party's legal objection, if necessary.

3.23 MECHANICS AND CONSTRUCTION LIEN INFORMATION Constructor acknowledges Owner is a public entity, that any property owned by Owner is considered public property, and that liens on public property are not enforceable. Constructor agrees that it shall not file any liens against property owned or controlled by Owner which is a part of the Worksite (the "Property"). Subject to Owner's payment of the compensation in accordance with the terms of this Agreement, Constructor will promptly discharge all liens, if any, filed against the Property by Constructor's subcontractors, suppliers and materialmen, and agents and persons employed by any of such persons.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Any information or services to be provided by Owner shall be fulfilled with reasonable detail and in a timely manner.

4.2 WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.2.1 (Not used).

4.2.2 (Not Used)

4.2.3 Information or services requested in writing by the Constructor which are required for the Constructor's performance of the Work and under the Owner's control.

4.3 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Constructor, which approval shall not be unreasonably withheld.

4.4 OWNER'S RIGHT TO CLEAN UP In case of a dispute between the Constructor and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.5 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Constructor, the Owner may either (1) promptly remedy the damage or loss or (2) accept the damage or loss. If the Constructor incurs additional costs or is delayed due to such loss or damage, the Constructor shall be entitled to an equitable adjustment in the Contract Price or Contract Time.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Work not performed by the Constructor with its own forces shall be performed by Subcontractors.

5.1.1 Subcontractors providing work for the disciplines of electrical, plumbing or HVAC, or public works construction (site civil) over \$50,000 must hold a valid Public Works Contractor license pursuant to Idaho Code § 54-1902.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK Promptly after the award of this Agreement, the Constructor shall provide the Project Consultant and Owner's Representative with a written list of the proposed Subcontractors and significant Material suppliers.

5.3 MANAGEMENT OF SUBCONTRACTORS Constructor shall be responsible for the management of the Subcontractors in the performance of their work.

5.4 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Constructor agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's or Material Supplier's portions of the Work.

5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.5.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by the Constructor to the Owner, subject to the prior rights of any surety, provided that:

5.5.1.1 this Agreement is terminated by the Owner pursuant to sections 11.3 or 11.4; and

5.5.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Constructor in writing, and assumes all rights and obligations of the Constructor pursuant to each subcontract agreement.

5.5.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Constructor shall not commence the Work until it receives a written notice to proceed from the Owner. The notice to proceed shall identify the Date of Commencement.

6.2 SUBSTANTIAL/FINAL COMPLETION Substantial Completion of the Work shall be achieved in THREE HUNDRED FIVE (305) DAYS from the Date of Commencement. Final Completion of the Work shall be achieved in THREE HUNDRED SIXTY-FIVE (365) DAYS from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Constructor shall achieve Final Completion within SIXTY (60) Days after the date of Substantial Completion. The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

For the PARCS project, all LAT must be completed in accordance with the Functional Specifications prior to the Certificate of Substantial Completion being issued.

6.3 Time is of the essence for this Agreement and the Contract Documents.

6.4 Unless instructed by the Owner in writing, the Constructor shall not knowingly commence the Work before the effective date of insurance and bonds to be provided by the Constructor or the Owner as required by the Contract Documents.

6.5 A change in Contract Time shall be a change in either the date of Substantial Completion or the date of Final Completion. Changes in Contract Time shall be authorized by a Change Order in accordance with Article 8.

6.6 SCHEDULE OF THE WORK

6.6.1 Before submitting the first application for payment and prior to beginning any work, the Constructor shall submit to the Project Consultant and Owner's Representative for approval a Schedule of the Work showing the dates on which the Constructor plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Project Consultant. The Constructor shall comply with the approved Schedule of the Work, unless directed by the Project Consultant to do otherwise or the Constructor is otherwise entitled to an adjustment in the Contract Time. The Constructor shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.

6.7 DELAYS AND EXTENSIONS OF TIME

6.7.1 If the Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Constructor, the Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Constructor include, but are not limited to, the following: (a) acts or omissions of Project Consultant, Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by the Project Consultant or Owner, or arising from decisions of the Project Consultant or Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Project Consultant or Owner pending dispute resolution or suspension by the Owner under section 11.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Constructor shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 8.

6.7.2 In addition, if the Constructor incurs additional costs as a result of a delay that is caused by items (a) through (m) immediately above, the Constructor shall be entitled to an equitable adjustment in the Contract Price subject to section 6.10.

6.7.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, the Constructor shall provide prompt written notice to the Project Consultant with a copy to the Owner's Representative of the cause of such delays after the Constructor first recognizes the delay. The Owner and the Constructor agree to take reasonable steps to mitigate the effect of such delays.

6.8 NOTICE OF DELAY CLAIMS If the Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in the section above, the Constructor shall give the Owner written notice of the claim in accordance with section 8.4. If the Constructor causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs subject to section 6.10. The Owner shall process any such claim against the Constructor in accordance with ARTICLE 8.

6.9 LIQUIDATED DAMAGES

6.9.1.1 SUBSTANTIAL COMPLETION The Owner and the Constructor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.9.1.2 The Constructor understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Substantial Completion is not attained, the Constructor shall pay the Owner FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.9.2 FINAL COMPLETION The Owner and the Constructor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.9.2.1 The Constructor understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Final Completion is not attained, the Constructor shall pay the Owner FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.9.3 OTHER LIQUIDATED DAMAGES The Owner requires that each of the Parking Facilities remain operational and accessible by garage customers during the hours of **7:00am to 6:00pm (Monday through Friday, excluding holidays)** during the course of the Work. The Constructor understands that if a garage is not accessible by customers and/or customer revenue cannot be correctly processed during these timeframes, the Owner will suffer damages which vary by facility, as outlined below. The Constructor agrees that if the Work causes a garage to not be operational and open to customer use during the specified times, the Constructor shall pay the Owner the liquidated damages set forth below:

- Capitol & Main: \$200/hour
- 9th & Front: \$160/hour
- 9th & Main: \$100/hour
- Capitol & Myrtle: \$80/hour
- 10th & Front: \$60/hour
- 11th & Front: \$30/hour

6.9.3.2 The Owner and the Constructor may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.10 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in subsections 6.9 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Constructor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the

Parties and identified below. The Owner agrees to waive damages, including but not limited to the Owner's rental expenses incurred, loss of financing related to the Project, as well as the loss of financing not related to this Project, loss of reputation, or insolvency. The Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.10.1 (Not Used)

6.10.2 The Owner and the Constructor shall require similar waivers in contracts with Subcontractors and Others retained for the Project or all other losses not already covered by this contract, there shall be a limit to the CONSTRUCTOR's Liability for consequential damages to a maximum of \$100,000. This includes, but is not limited to the loss of revenue, profit or business as a result of Owner's ability to fully enjoy the use of a Parking Garage or Parking Garages.

6.10.3 For all other losses not already covered under this contract, there shall be a limit to the CONSTRUCTOR's Liability for consequential damages to a maximum of \$100,000. This includes, but is not limited to the loss of revenue, profit or business as a result of the Owner's inability to fully enjoy the use of a Parking Garage or Parking Garages.

ARTICLE 7 PRICE

7.1 NOT TO EXCEED As full compensation for performance by the Constructor of the Work in conformance with the Contract Documents, the Owner shall pay the Constructor the not-to-exceed price of **DOLLAR AMOUNT IN WORDS (\$000,000)**. The not-to-exceed price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in ARTICLE 8.

ARTICLE 8 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

8.1 CHANGE ORDER

8.1.1 The Constructor may request or the Owner may order, at any time before completion of the Project, changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order. All terms and conditions of the original contract shall become a part of each Change Order.

8.1.1.1 Owner-Initiated Proposal Requests: Before any change is made or work done, the Owner will issue a detailed written description of proposed changes in the Work. Proposal requests issued by the Owner are for information only. The Constructor shall not consider them instructions either to stop Work in progress or to execute the proposed change. Promptly after receipt of such instructions, the Constructor shall submit to the Owner within ten (10) days a proposal with a detailed estimate showing the cost of the proposed change in the Work, including a detailed breakdown of costs for the additional work as well as the credit for the original Work, and a revised schedule showing the extension of time, if any. The revised schedule showing any time extension shall be submitted in writing under separate cover and approved by Owner. The Owner shall promptly notify the Constructor in writing whether the estimate is acceptable and, if it is, in writing authorize the change to be

made or Work to be done. The Owner reserves the right to reject any such proposal and to have the work done by others.

8.1.1.2 Constructor-Initiated Proposals: If the Constructor contends that it has encountered conditions, changes, or occurrences entitling it to a change in the Contract or an adjustment in the contract schedule or price, the Constructor shall propose changes by submitting a written request for a change to the Owner. The proposal shall include a statement outlining reasons for the change and the effect of the change on the Work, the effect of the proposed change on the Contract Sum including a detailed breakdown of costs for the additional work as well as the credit for the original Work, list of quantities of products required or eliminated, applicable taxes, delivery charges, equipment rental, and amounts of trade discounts and a revised schedule showing any time extension. The proposal shall be submitted to the Owner within ten (10) days of the discovery of the condition, changes, or occurrences for review and approval. Except in an emergency, the proposal shall be given before proceeding with the Work. The failure of the Constructor to provide the written proposal as provided herein within such time period shall constitute a waiver by the Constructor of any claim for compensation or time extension, notwithstanding any purported knowledge or lack of prejudice of the Owner. This written proposal requirement may not be waived, except explicitly and in writing by the Owner.

8.1.2 NO OBLIGATION TO PERFORM The Constructor shall not be obligated to perform changes in the Work that impact Contract Price or Contract Time until a Change Order has been executed or a written Interim Directed Change has been issued.

8.2 INTERIM DIRECTED CHANGE

8.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Constructor on the adjustment, if any, in the Contract Price or the Contract Time. The Constructor shall proceed with the change in the Work when indicated in writing by Owner, for subsequent inclusion in a Change Order.

8.2.2 The Owner and the Constructor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directed Change. As the changed Work is performed, the Constructor shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Constructor fifty percent (50%) of its estimated cost to perform such Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12.

8.2.3

8.2.4 When the Owner and the Constructor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding Interim Directed Changes on which the Owner and Constructor have reached agreement on Contract Price or Contract Time issued since the last Change Order.

8.3 DETERMINATION OF COST OR CREDIT

8.3.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

8.3.1.1 Unit prices set forth in this Agreement or as subsequently agreed;

8.3.1.2 A mutually accepted, itemized lump sum;

8.3.2 "Cost of the Work" shall include the following costs necessary and reasonably incurred by Constructor to perform a change in the Work. For Constructor self-performed Changes in the Work, Change Order markup costs for Constructor are limited to 10% for Overhead and profit on direct costs of the Constructor. For Subcontractor performed Work, any Change Order markup costs for Constructor are limited to 5% for Overhead and profit on direct costs of the Constructor and any markup costs for Subcontractors are limited to 10% for Overhead and profit on direct costs of the Subcontractors.

8.3.2.1 Wages paid for labor in the direct employ of the Constructor in the performance of the Work.

8.3.2.2 Salaries of the Constructor's employees when stationed at the field office or branch office to the extent necessary to complete the applicable Work and employees engaged on the road expediting the production or transportation of material and equipment;

8.3.2.3 Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Constructor's standard personnel policy, insofar as such costs are paid to employees of the Constructor who are included in the Cost of the Work in subsections .1 and .2 immediately above;

8.3.2.4 Reasonable transportation, travel, and hotel expenses of the Constructor's personnel incurred in connection with the Work;

8.3.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling.

8.3.2.6 Payments made by the Constructor to Subcontractors for Work performed under this Agreement;

8.3.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of the Constructor;

8.3.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Constructor or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Constructor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.3.2.9 Cost of the premiums for all insurance and surety bonds which the Constructor is required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.3.2.10 Sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which the Constructor is liable;

8.3.2.11 Permits, fees, licenses, tests, and royalties;

8.3.2.12 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work;

8.3.2.13 All water, power, and fuel costs necessary for the Work;

8.3.2.14 Cost of removal of all nonhazardous substances, debris, and waste materials;

8.3.2.15 All costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the Changed Work.

8.3.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

8.3.4 COST REPORTING The Constructor shall maintain in conformance with generally accepted accounting principles a complete and current set of records that are prepared or used by the Constructor to calculate the Cost of Work. The Owner shall be afforded access to the Constructor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. The Constructor shall preserve all such records for a period of three (3) years after the final payment or longer where required by law.

8.3.5 COST AND SCHEDULE ESTIMATES The Constructor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.3.6 If an increase or decrease in the Contract Price or Contract Time cannot be agreed to as set forth in subsection 8.3.1, and the Owner issues an Interim Directed Change, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, the Constructor's Overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, the Constructor's Overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Constructor shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.3.7 UNIT PRICES If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Constructor, such unit prices shall be equitably adjusted.

8.3.8 If the Owner and the Constructor disagree as to whether work required by the Owner is within the scope of the Work, the Constructor shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. If the Owner issues a written order for the Constructor to proceed, the Constructor shall perform the disputed work and the Owner shall pay the Constructor fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work, subject to the requirements of ARTICLE 12. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. The Constructor's receipt of payment for the disputed work does not prejudice its right to

receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME

8.4.1 Suspension of Work: Constructor shall not proceed with work which would alter, cover, damage or destroy evidence in support of Constructor's Claim. If Constructor proceeds to perform Work, with or without notice to Project Consultant, that alters, covers, damages or destroys evidence in support of Constructor's Claim, Constructor is indicating by proceeding its acceptance and agreement that the work performed does not add to the Contract Sum or Contract Time.

8.4.2 Action on Change Order: Project Consultant shall review the Claim and shall forward recommendations to Owner regarding the Claim within five (5) business days. Negotiation of changes to the Contract Sum and/or Contract Time between the Owner and Constructor shall follow the procedures set forth in the Contract Documents.

8.4.3 Owner Project Consultant shall respond in writing approving or denying the Constructor's claim no later than fourteen (14) Days after receipt of the Constructor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

8.5 INCIDENTAL CHANGES The Project Consultant may direct the Constructor to perform incidental changes in the Work, upon concurrence with the Constructor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Project Consultant shall initiate an incidental change in the Work by issuing a written order to the Constructor. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1 SCHEDULE OF VALUES In accordance with Section 01 10 00 "Schedule of Values" in **Exhibit B** to this Agreement the Constructor shall prepare and submit the initial format for the Schedule of Values to the Project Consultant and Owner's Representative for approval. The Schedule of Values shall include a breakdown of the Contract Price by Parking Garage, with separate line items for items such as mobilization, site preparation, transport, PARCS equipment, other materials, utilities, telecommunication lines for each Garage. The initial format for format of the Schedule of Values shall be acceptable to the Owner's Project Manager and Owner's Representative.

9.2 PAYMENT SCHEDULE Progress Payments shall be made by Owner to Constructor pursuant to the Milestone Payment Plan identified in **Exhibit C**.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 PROGRESS PAYMENTS All payments are based upon Owner's acceptance of the Constructor's performance as evidenced by the Constructor's successful completion of all of the deliverables set forth for each milestone event identified in the Milestone Payment Plan.

9.3.2 Constructor shall submit an Application for Progress Payment on the first business day following written notice of Owner's acceptance that the conditions stated in the Milestone Payment Plan for the step related to the Application for Payment have been achieved.

9.3.3 FORMAT FOR PROGRESS PAYMENT APPLICATIONS Each application for Progress Payment shall clearly identify and group the charges related to each Parking Garage. Each Garage

shall be identified by its name. Payment applications shall list the equipment installed and construction tasks accomplished for each Parking Garage using a Schedule of Values.

9.3.4 TRANSMITTAL Submit one signed and notarized original copy of each Application for Progress Payment to Owner's Representative by a method ensuring receipt within 24 hours. Include waivers of lien and similar attachments if required.

9.3.5 WAIVERS OF MECHANIC'S LIEN With each Application for Payment, submit waivers of mechanic's lien from Constructor, subcontractors, material suppliers or others providing goods or services on the Project and related to the Work covered by the payment.

9.3.6 Within five (5) Business Days after receipt of each monthly application for payment, Owner's Project Consultant shall review the application for payment and forward it to Owner with the Project Consultant's recommendation as to payment. Owner shall give written notice to Constructor of Owner's acceptance or rejection, in whole or in part, of such application for payment within five (5) Business Days. Within thirty (30) Days after accepting such Application, Owner shall pay directly to Constructor the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Constructor cannot agree on a revised amount, then, within thirty (30) Days after its initial rejection in part of such application, Owner shall pay directly to Constructor the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

9.3.7 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred in transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by the Constructor of bills of sale and proof of required insurance, or such other documentation satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

9.3.8 RETAINAGE From each progress payment made prior to Substantial Completion, the Owner may retain FIVE percent (5%) of the amount otherwise due after deduction of any amounts as provided in section 9.4, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision:

9.3.8.1 the Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.3.8.2 the Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which the Owner has accepted. In lieu of retainage, the Constructor may furnish a retention bond or other security interest acceptable to the Owner, to be held by the Owner.

9.4 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Constructor is responsible under this Agreement:

9.4.1 the Constructor's repeated failure to perform the Work as required by the Contract Documents;

9.4.2 Except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Constructor to the Owner or to Others to whom the Owner may be liable;

9.4.3 the Constructor's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner;

9.4.4 rejected, nonconforming or Defective Work not corrected in a timely fashion;

9.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

9.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

9.4.7 uninsured third-party claims involving the Constructor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Constructor furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, the Project Consultant shall give written notice to the Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.5 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

9.6 PAYMENT DELAY If for any reason not the fault of the Constructor, the Constructor does not receive a progress payment from the Owner within seven (7) Days after the time such payment is due, then the Constructor, upon giving seven (7) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Constructor has been received. Interest shall not accrue on any unpaid amounts. The Contract Price and Contract Time shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

9.7 SUBSTANTIAL COMPLETION

9.7.1 CLOSEOUT PROCEDURES The Constructor shall comply with the requirements stated in Division 01 Section 01 77 00 CLOSEOUT PROCEDURES, in conjunction with Constructor's compliance with the requirements in sections 9.7 and 9.8.

9.7.2 The Constructor shall notify the Project Consultant and, if directed, the Owner, when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Project Consultant and Owner's Representative shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by the Owner without excessive interference in completing any remaining unfinished Work. If the Project Consultant determines that the Work or designated portion has not reached Substantial Completion, the Project Consultant shall promptly compile a list of items ("Punch List") to be completed or corrected so the Owner may occupy or use the Work or designated portion for its

intended use. The Constructor shall promptly complete all items on the Punch List and the list compiled by the Project Consultant.

9.7.3 When Substantial Completion of the Work or a designated portion is achieved, the Owner shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of the Owner and Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work. In the absence of a clear delineation of responsibilities, the Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted first to the Project Consultant for written concurrence that Substantial Completion has been achieved and then to the Constructor for written acceptance of responsibilities assigned in the Certificate of Substantial Completion. The Certificate of Substantial Completion with signatures from the Project Consultant and the Constructor shall be submitted to the Owner for Owner's signature indicating Owner's acceptance of responsibilities assigned to the Owner in the Certificate of Substantial Completion and approval of the Certificate. A copy of the signed Certificate of Substantial Completion shall be provided to the Constructor.

9.7.4 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

9.7.5 Upon the Owner's written acceptance and issuance of the Certificate of Substantial Completion, the Owner shall pay to the Constructor the remaining retainage held by the Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Owner and Constructor as necessary to achieve Final Completion. Uncompleted items shall be completed by the Constructor in a mutually agreed upon timeframe. The Owner shall pay the Constructor monthly the amount retained for unfinished items as each item is completed.

9.8 PARTIAL OCCUPANCY OR USE

9.8.1 The Owner may occupy or use completed or partially completed portions of the Work when: (a) the portion of the Work is designated in a Certificate of Substantial Completion; (b) appropriate insurer(s) consent to the occupancy or use; and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

9.8.2 OWNER OCCUPANCY DURING THE WORK; USE OF INSTALLED PARCS EQUIPMENT

9.8.3 Owner requires that the Parking Facilities remain fully operational during normal business hours for each Garage during the course of the Work, and that the Owner and Parking Operator have continuous access to the Parking Facilities. Constructor may request temporary entrance and exit lanes closures as long as one entrance and one exit for each Garage remain functional during the Garage's normal business hours, and that at least one exit route and exit lane is always available for any vehicles parked in the Garage. Constructor may request that access and revenue control functions be converted from automated to manual operation on a temporary basis when existing PARCS equipment is being removed and new PARCS equipment is being installed and activated. Constructor shall minimize the length of time that manual operation is required. Manual operation shall not exceed 24 hours unless otherwise approved by Owner. Constructor shall

submit requests for temporary entrance and exit lane closures and conversion to manual operations to the Parking Operator one (1) week prior to when such measures are needed, and shall coordinate with the Parking Operator to implement these measures. Parking Operator shall assume responsibility for the staffing and equipment required to operate a Garage manually.

9.8.4 PARCS equipment installed in a Garage may be put into immediate service for testing purposes. Owner desires to minimize the time period between testing and availability for normal operations. Constructor and the Parking Operator shall reach a mutual agreement on the length of time between testing and availability for normal operations, but in no event shall this period exceed 24 hours unless otherwise approved by Owner.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 CLOSEOUT PROCEDURES The Constructor shall comply with the requirements in Division 01 Section 01 77 00 CLOSEOUT PROCEDURES, in conjunction with Constructor's compliance with the requirements in this section.

9.9.2 INSPECTION Upon notification from the Constructor that the Work is complete and ready for final inspection and acceptance, the Project Consultant and Owner's Representative shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.9.3 If the Project Consultant and Owner's Representative determine that the Project has attained Final Completion, the Project Consultant shall request the following submissions from the Constructor:

- (a) an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;
- (b) as-built drawings and specifications, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
- (c) release of any liens, conditioned on final payment being received;
- (d) consent of any surety;
- (e) any outstanding known and unreported accidents or injuries experienced by the Constructor or its Subcontractors at the Worksite; and
- (f) any other submissions required by Section 01 77 00 CLOSEOUT PROCEDURES.

9.9.4 When Final Completion has been achieved, the Constructor shall prepare for the Owner's written acceptance a final application for payment stating that to the best of the Constructor's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

9.9.5 Upon receipt of a final application for payment and Constructor's satisfactory completion of closeout procedures stated in sections 9.6 and 9.8, the Project Consultant shall prepare a Certificate of Final Completion establishing the date of Final Completion. Upon signature by the Project Consultant, the Certificate of Final Completion shall be submitted to the Constructor for

signature. The Certificate of Final Completion with signatures from the Project Consultant and the Constructor shall be returned to the Owner for Owner's signature indicating Owner's approval of the Certificate of Final Completion. A copy of the signed Certification of Final Completion shall be provided to the Constructor. The Project Consultant's signature on the Final Completion Certificate shall signify the following: (a) Final Completion has been achieved; (b) Project has been inspected and complies with the requirements of the Contract Documents; and (c) Constructor has submitted all required closeout submittals and completed all required closeout procedures.

9.9.6 Final payment of the balance of the Contract Price shall be made to the Constructor within thirty (30) Days after the Constructor has submitted a complete and accurate application for final payment, has satisfactorily completed the requirements as set forth in sections 9.6 and 9.8 above, and a Certificate of Final Completion has been executed by the Owner and the Constructor.

9.9.7 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Constructor, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Constructor shall submit to the Project Consultant the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.

9.9.8 OWNER RESERVATION OF CLAIMS Claims not reserved in writing by the Owner with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

9.9.9 ACCEPTANCE OF FINAL PAYMENT Unless the Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

9.10 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the rate allowed by the State of Idaho.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1 INDEMNITY

10.1.1 To the fullest extent permitted by law, the Constructor shall indemnify and hold harmless the Owner, the Owner's officers, directors, members, consultants, agents, and employees, and employees and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Constructor, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Constructor shall be entitled to reimbursement of any defense costs paid above the Constructor's percentage of liability for the underlying claim to the extent provided for by the subsection 10.1.2 below.

10.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Constructor, its officers, directors, members, consultants, agents, and employees, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner, Owner's Representative, the Project Consultant, and Others, but only to the

extent caused by the negligent acts or omissions of the Owner, Owner's Representative, the Project Consultant, or Others. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for by the subsection 10.1.1 above.

10.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Constructor, anyone directly or indirectly employed by the Constructor or anyone for whose acts the Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

10.2 INSURANCE

10.2.1 Before commencing the Work and as a condition precedent to payment, the Constructor shall procure and maintain in force the coverages listed below. Coverage must be primary and noncontributing with respect to any other insurance maintained by Owner and must include a waiver of subrogation by the insurers in favor of Owner. All insurance required by the contract must be acquired and maintained from an insurance company or companies licensed in the State of Idaho with no less than an "A-" rating by A.M. Best.

Workers' Compensation Insurance and Employer's Liability Insurance as required by Idaho law.

- a. Workers' Compensation Coverage: Statutory Requirements
- b. Employers Liability Limits not less than:
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit
- c. Waiver of Subrogation

Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage

- a. Occurrence Form with the following limits:
 - General Aggregate: \$2,000,000
 - Products/Completed Operations Aggregate: \$2,000,000
 - Each Occurrence: \$1,000,000
 - Personal and Advertising Injury: \$1,000,000
 - Fire Damage (any one fire): \$ 50,000
 - Medical Expense (any one person): \$ 5,000
- b. General Aggregate must apply on a Per Location Basis.
- c. OWNER must be named additional insured
- d. Insurance must be Primary and Non-Contributory
- e. Waiver of Subrogation

Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)

- a. Coverage to include:
 - All Owned, Hired and Non-Owned Vehicle
 - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
- b. Per Accident Combined Single Limit: \$1,000,000
- c. Owner must be named additional insured.

Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Coverage must be follow form.

Professional (E&O) Liability Insurance: with minimum acceptable limits of \$5,000,000 per claim and aggregate. Claims-made is acceptable.

Cyber Liability Insurance: including 3rd party privacy, with minimum limits of \$5,000,000. Owner must be named as additional insured. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Constructor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering fraud, funds transfer fraud, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Installation Floater: In effect at all times during the scope of this project in an amount equal to the value of this project.

Crime Insurance: including coverage for Employee Theft of Client Property, with minimum limits of \$1,000,000. Owner must be added as a Loss Payee.

Deductibles or Self-Insured Retentions: Constructor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

10.2.2 The CGL insurance policy shall name Owner as Additional Insured and shall protect its officers, agents and employees from and against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00 01 04 13).

10.2.3 To the extent commercially available to the Constructor from its current insurance company, insurance policies required under the Contract shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

10.2.4 Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Constructor shall furnish the Owner with certificates of insurance until two years after Substantial Completion or longer if required by the Contract. In addition, if any insurance policy required under the Contract is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.2.5 Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

- a. Constructor waives all rights of recovery against Owner and all additional Insureds for loss or damage covered by any of the insurance maintained by Constructor pursuant to this Contract.
- b. Constructor and its respective insurance carriers hereby waive all rights of subrogation against Owner and all additional insureds for loss or damage covered by any of the insurance maintained by Constructor pursuant to this contract.

- c. If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insureds of such policies will cause them to be endorsed.

10.2.6 The amount of insurance provided in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Constructor.

10.2.7 Any type of insurance or any increase in limits of liability not described above which OWNER requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

10.2.8 Prior to the commencement of work or use of premises, Constructor shall file Certificates of Insurance with Owner, which shall be subject to Owner's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to Capitol City Development Corporation, 121 North 9th Street, Suite 501, Boise, Idaho 83702, regardless of when your work will start. Project description must be shown on the Certificate of Insurance.

10.2.9 None of the requirements contained herein as to the types, limits, or Owner's approval of insurance coverage to be maintained by Constructor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Constructor under the Contract Documents, any other agreement with Owner, or otherwise provided by law.

10.2.10 Constructor may include all subcontractors as insureds under the Constructor's policies in lieu of separate policies by each subcontractor.

10.2.11 Failure of Constructor to provide insurance as herein required or failure of Owner to require evidence of insurance or to notify Constructor of any breach by Constructor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of Constructor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Constructor and independent of the duty to furnish a copy or certificate of such insurance policies.

10.3 BONDS

10.3.1 Payment and Performance Bonds are required of the Constructor. Such bonds shall be issued by a surety admitted in the state of Idaho, payable to Owner, and must be acceptable to the Owner to be valid. The Owner's acceptance shall not be withheld without a reasonable cause.

10.3.2 The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price.

10.3.3 The Constructor shall endeavor to keep its surety advised of changes potentially impacting the Contract Price and Contract Time, though the Constructor shall require that its surety waives any requirement to be notified of any alteration or extension of time within the scope of the initial Agreement.

10.3.4 The performance bond shall include coverage in favor of Owner for correction of Defective Work by the Constructor for two years following Substantial Completion of the Work.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should the Project Consultant and/or Owner order the Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of the Owner and not due to any act or omission of the Constructor or any person or entity for whose acts or omissions the Constructor may be liable, then the Constructor shall immediately suspend, delay or interrupt that portion of the Work for the time period ordered by the Project Consultant and/or Owner. Constructor shall take the actions necessary (or that the Owner may direct) for the protection and preservation of the Work and strive to minimize any further costs. Any suspension will be for such period of time as the Owner may determine, but in no event more than 14 consecutive days or 30 cumulative days, without the written agreement of the Constructor. The Contract Price and the Contract Time shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.

11.1.2 Any action taken by the Project Consultant and/or Owner that is permitted by any other provision of the Contract Documents and that result in a suspension of part or all of the Work does not constitute a suspension of Work under this section 11.1.

11.2 NOTICE TO CURE A DEFAULT If the Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Constructor may be deemed in default by Owner.

11.2.1 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to the Constructor, but shall give prompt written notice of such action to the Constructor following commencement of the action.

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 11.2, the Constructor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Constructor and, if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within seven (7) additional Days. After the expiration of the additional seven (7) Day period, the Owner may, subject to any prior rights of the surety: (a) terminate this Agreement by written notice; b.) exclude the Constructor from the site and take possession of the site and of all materials previously paid for by Owner; c.) accept assignment of subcontracts; and d.) finish the Work by a reasonable method the Owner may deem expedient. Upon written request of the Constructor, the Owner shall furnish to the Constructor an accounting of the costs incurred by the OWNER in finishing the Work. If the Owner terminates the Agreement for one of the reasons stated above, the Constructor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the contract price exceeds costs of finishing the Work, including compensation for consultant services and expenses made necessary thereby, and other damages incurred by the Owner, such excess shall be paid to the Constructor. If such costs and damages exceed the unpaid balance, the constructor shall pay the difference to the Owner. The remedies in this Section are in addition to any other remedies at law or in equity available to Owner.

11.3.2 USE OF CONSTRUCTOR'S MATERIALS, SUPPLIES, AND EQUIPMENT If the Owner or Others perform work under this section 11.3, the Owner shall have the right to take and use any materials, supplies, and equipment belonging to the Constructor and located at the Worksite for the

purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to the Constructor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If the Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Constructor or the Constructor's trustee rejects the Agreement, or if there has been a default and the Constructor is unable to give adequate assurance that the Constructor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.4 The Owner shall make reasonable efforts to mitigate damages arising from Constructor default, and shall promptly invoice the Constructor for all amounts due pursuant to sections 11.2 and 11.3.

11.3.5 If the Owner terminates this Agreement for default, and it is later determined that the Constructor was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 11.4.

11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to the Constructor, the Owner may, without cause, terminate this Agreement. The Constructor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If the Owner terminates this Agreement for Convenience, the Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; and (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed.

11.4.3 If the Owner terminates this Agreement, the Constructor shall:

11.4.3.1 Execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Constructor to all materials, supplies and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Contract Documents;

11.4.3.2 Exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 Cancel any subcontracts, orders, and commitments as the Owner directs; and

11.4.3.4 Sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

11.5 CONSTRUCTOR'S RIGHT TO TERMINATE

11.5.1 Upon seven (7) Days' written notice to the Owner, the Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Constructor for any of the following reasons:

11.5.1.1 under court order or order of other governmental authorities having jurisdiction;

11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Constructor, materials are not available; or

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

11.5.2 In addition, upon seven (7) Days' written notice to the Owner, the Constructor may terminate this Agreement if the Owner:

11.5.2.1 assigns this Agreement over the Constructor's reasonable objection; or

11.5.2.2 fails to pay the Constructor in accordance with this Agreement and the Constructor has complied with section 9.6; or

11.5.2.3 otherwise materially breaches this Agreement.

11.5.3 Upon termination by the Constructor in accordance with section 11.5, the Constructor shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If the Constructor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS In the event that a dispute arises between Owner and Constructor regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

ARTICLE 13 MISCELLANEOUS

13.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.2 ASSIGNMENT Except as to the assignment of proceeds, the Parties shall not assign their interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Constructor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Constructor than this Agreement. If such assignment occurs, the Constructor shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed in writing by the other Party.

13.3 GOVERNING LAW This Agreement shall be governed by the laws of the State of Idaho.

13.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

13.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

13.9 ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION In accordance with Idaho Code Section 67-2346, Constructor, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

13.10 CERTIFICATION REGARDING GOVERNMENT OF CHINA. In accordance with Idaho Code Section 67-2359, Constructor, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

13.11 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. In accordance with Idaho Code Section 67-2347A, effective July 1, 2024, CONSTRUCTOR by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. This section applies only to a contract that is between a public entity and a

company with ten (10) or more fulltime employees and has a value of one hundred thousand dollars (\$100,000) or more that is to be paid wholly or partly from public funds of the public entity.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 EXISTING CONTRACT DOCUMENTS This Contract expressly incorporates the following documents, together with any amendments that may be agreed to in writing by both parties:

EXHIBIT A Request for Proposal issued by Owner on September 10, 2024

EXHIBIT B General Requirements (Division 01)

EXHIBIT C – Constructor’s Response to the Request for Proposal for the Parking Access and Revenue Control System (PARCS) Replacement Project dated; _____

List of submittals included in the Constructors Response

14.2 INTERPRETATION OF CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Constructor shall perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, the Constructor shall immediately submit the matter to the Project Consultant for clarification. The Project Consultant shall confer with the Owner’s Representative, and shall issue a clarification to the Constructor. Owner’s clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Contract Price or dispute mitigation and resolution.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

14.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to subsection 14.2.2, the drawings (large scale governing over small scale), specifications, and addenda issued prior to the execution of this Agreement or signed by both Parties; (d) information furnished by the Owner pursuant to subsection 3.14.4 or designated as a Contract Document in section 14.1; (e) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, OWNER AND CONSTRUCTOR have executed this Agreement with an effective date as first written above.

OWNER: Capital City Development Corporation

BY: _____
John Brunelle, Executive Director

Date: _____

Approved as to Form

Mary Watson, General Counsel

CONSTRUCTOR: [insert company name]

BY: _____
[Insert name of person who can sign contract and Title]

Date: _____

END OF DOCUMENT

Budget Info / For Office Use	
Fund / District	
Account	
Activity Code	
PO #	
Project Completion	
Contract Term	

EXHIBIT A

Request for Proposal Parking Access and Revenue Control System
(PARCS) Replacement Project for ParkBOI Garages issued
September 10, 2024

SAMPLE

EXHIBIT B

GENERAL REQUIREMENTS

Division 1: General Requirements

Section 01 10 00 – Summary (includes the following forms)

- Change Order Form
- Work Change Directive Form
- Owner Initiated Proposal Request Form
- Request for Information Form (RFI)
- Pay Application Form with Schedule of Values Form

Section 01 77 00 Closeout Procedures

SAMPLE

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents
3. Work restrictions.
4. Requests for Information (RFIs).
5. Schedule of values.
6. Applications for Payment.
7. Contract modifications.
8. Coordination with occupants and other parties affected by Construction.
9. General Requirements (Division 01) conventions.

B. Related Requirements:

1. Division 01 Section 017700 "Closeout Procedures" for Constructor requirements for contract closeout.

1.3 PROJECT INFORMATION

- A. Project Identification: Parking Access and Revenue Control System Replacement Project ("Project")

Work Area:

- 9th & Front Garage: 312 South 9th Street, Boise, Idaho.
- 9th & Main Garage: 848 West Main Street, Boise, Idaho
- 10th & Front Garage: 230 South 10th Street, Boise, Idaho
- 11 & Front Garage: 1101 West Front Street, Boise, Idaho
- Capitol & Main Garage: 770 West Main Street, Boise, Idaho
- Capitol & Myrtle Garage: 445 South Capitol Boulevard, Boise, Idaho

- B. Owner: Capital City Development Corporation (CCDC).

1. Owner's Representative: Zach Piepmeyer, P.E., Parking & Mobility Director, 208-384-4264

- C. Owner's Project Consultant: Kimley-Horn and Associates, Inc.

- D. Parking Operator: The Car Park, Inc.

1. Contact: Eric Selekof, General Manager, The Car Park, Inc. – 208-368-7944, Ext 419.

1.4 WORK COVERED BY CONTRACT DOCUMENTS (PROJECT SCOPE OF WORK)

- A. The Project Scope or Work is defined by the Contract Documents and consists of the following:
 1. The Project will replace the existing PARCS at up to six (6) ParkBOI public parking structures in its entirety, including—but not limited to—all kiosks, gates, card readers, credit card processors, ticket printers, detection loops, pay-on-foot machine, pay-in-lane machine, intercoms, computer servers and the associated software. The Project includes all civil and electrical work to accommodate installation consistent with the requirements of the Contract Documents.
 2. Testing and adjusting/tuning the operation of the PARCS equipment in each parking garage to determine if the installation meets the manufacturer's specifications and the specifications set forth in Contract Documents.
 3. Providing training and training materials for operation of the PARCS equipment to the Parking Operator personnel.
- B. Type of Contract:
 1. Project will be constructed under the Standard Agreement and General Conditions between Owner and Constructor.

1.5 WORK RESTRICTIONS

- A. Comply with limitations on use of public streets and sidewalks and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: No Restrictions on unrestricted days.
- C. Restricted Days: Special events may arise during the construction period that will create work restrictions. Owner and Contractor will coordinate any work restrictions at that time.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others.
- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner's occupancy with Owner's Representative and Parking Operator. Notify Owner's Representative and appropriate parties no fewer than two (2) business days in advance of proposed disruptive operations.
- F. Nonsmoking Building: Smoking is not permitted within the Parking Facilities or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- G. Controlled Substances: Use of tobacco products and other controlled substances on Worksites is not permitted.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Constructor shall prepare and submit an RFI to the Project Consultant, with a copy to Owner. All RFIs shall be submitted by Constructor.

1. RFI Form: Constructor shall use the RFI Form provided at the end of this Section 011000, or an alternative form acceptable to the Project Consultant.
 2. Project Consultant will return RFIs submitted to Project Consultant by any other entity whether controlled by Constructor or otherwise with no response.
 3. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Constructor's work or work of subcontractors.
- B. Project Consultant's Action: Project Consultant will review each RFI, determine action required, and respond. Allow three (3) business days for Project Consultant's response for each RFI. RFIs received by Project Consultant after 1:00 p.m. will be considered as received the following working day.
1. Project Consultant's action may include a request for additional information, in which case Project Consultant's time for response will date from time of receipt of additional information.
 2. Project Consultant's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Constructor to submit Work Change Request. Refer to Contract requirements.
 - a. If Constructor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Project Consultant in writing within two (2) business days of receipt of the RFI response.

1.7 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Constructor's construction schedule.
1. Submit format proposed for the schedule of values to the Owner's Project Consultant and Owner's Representative for review and approval no later than the second Preconstruction Conference and prior to commencement of construction. Owner's Project Consultant shall respond either by approving, revising or disapproving the format within three (3) business days of receipt of request, or three (3) business days of receipt of additional information or documentation, whichever is later.
- B. Format and Content:
1. Identification: Include the following Project identification on the schedule of values:
 - a. Parking Garage Name
 - b. Name of Constructor's Project Manager.
 - c. Constructor's project number, if applicable.
 - d. Constructor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Documents G702 and G703 and acceptable to the Project Consultant.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Constructor's option.
7. Schedule Updating: Update and resubmit the schedule of values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.8 APPLICATIONS FOR PAYMENT

- A. Refer to ARTICLE 9 in the Agreement. Use the Application for Payment form provided at the end of this Section 011000, which includes a schedule of values, or an alternative form acceptable to the Project Consultant. Applications for Payment shall include a schedule of values.

1.9 CONTRACT MODIFICATIONS

- A. Minor changes in the Work: Project Consultant will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Field Order Form with a copy to Owner.
- B. Owner-Initiated Proposal Requests: Project Consultant will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum and/or Contract Time. If necessary, the description will include supplemental or revised Drawings and/or Specifications. Owner Initiated Proposal Request will be issued along with a completed form to describe the proposed change to the Work that requires pricing. Project Consultant shall use the Owner-Initiated Proposal Request form provided at the end of this Section 011000, or an alternative form prepared by the Project Consultant.
 1. Proposal Requests issued by Project Consultant are not instructions either to stop work in progress or to execute the proposed change.
 2. Within seven days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Constructor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Constructor's Quotation Form: Use form acceptable to Project Consultant.
- C. Work Change Directives: Refer to ARTICLE 8 in the Agreement for requirements related to Work Change Directives. Work Change Directives shall be issued by Project Consultant to Constructor after written approval by Owner. Project Consultant shall use the Work Change Directive form provided at the end of this Section 011000, or an alternative form prepared by the Project Consultant.

- D. Change Orders: Refer to Contract requirements. Use Change Order form attached at the end of this Section 011000, or a similar form acceptable to Project Consultant. Change Orders shall be approved in writing by Constructor, Project Consultant and Owner to be effective. Work associated with the change order shall not commence until the Change Order is fully executed.

1.10 COORDINATION WITH OCCUPANTS & OTHER PARTIES AFFECTED BY CONSTRUCTION

- A. Partial Owner Occupancy: Owner will occupy the premises during the entire construction period. Constructor agrees to cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage; to perform the Work so as not to interfere with Owner's operations; to keep Parking Garage entries, exits and ramping functional, and to keep parking access and revenue controls in continuous operation unless otherwise approved by Owner.
 - 1. Utilize the Construction Phasing Plan required to be submitted weekly as a means of communicating when activities affecting Owner's operations will occur. Provide at a minimum at least one (1) week of such activities.
 - a. Garages to Remain Functional during Construction: Each parking garage shall remain functional during the Parking Garage's regular business hours **7:00am to 6:00pm (Monday through Friday, excluding holidays)** during the course of the Work.
 - 2. Garages to Remain Functional during Inspection and Testing: Parking Garages included in the Project shall remain functional during their respective operating hours for the inspection/testing period following the installation of the PARCS equipment unless specific arrangements are approved by Owner.
 - 3. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
- B. Traffic Management Plan: Submit a preliminary Traffic Management Plan for review by Owner, Project Consultant and Parking Operator at or before the Preconstruction Meeting. Obtain written approval from Owner and Parking Operator for an operational Traffic Management Plan prior to commencement of the Work. Approval of the Traffic Management Plan may require Constructor to provide directional and warning signage and/or flaggers to assure safe movement of vehicles through the Worksites.
 - 1. Coordinate the Traffic Management Plan with the Phasing and Transition Plan. Show how traffic will be routed at entry and exit points, on ramps and in driving lanes at each phase of construction, and the type and location of traffic control methods proposed.
 - 2. Make adjustments to traffic controls as needed during the construction period. Update and resubmit the Traffic Management Plan to Owner and Parking Operator as the Work progresses.
 - 3. Implement traffic controls to assure Parking Garages remain operational.
 - 4. Constructor may close use of parking stalls within Worksites as needed to accomplish the Work with implementation of proper traffic control methods. Constructor shall coordinate any relocation of driving lanes and closure of parking stalls with the Parking Operator.
- C. Constructor Responsibilities for Community Relations:
 - 1. Prior to commencement of construction, participate with Owner in development of a communication and community relations plan and problem-solving approach for resolving day-to-day issues, concerns and complaints raised by parking customers, nearby

- businesses and their customers, hotel guests and the general public during the construction period ("Other Parties Affected by Construction").
2. Assume responsibility for communicating the importance of maintaining good community relations during the Project to Constructor's employees, subcontractors and other construction personnel.
 3. Enlist employees, subcontractors and other construction personnel in implementing the community relations plan
 4. Identify a point person employed by the Constructor who will represent the Constructor in taking calls from and meeting with Other Parties Affected by Construction.
 5. Provide contact information for the point person which can be given to the general public.
 6. Attend meetings with the Owner, Owner's Project Consultant, Parking Operator and Other Parties Affected by Construction to work through community relations issues as needed.
- D. Controlled Substances: Use of tobacco products and other controlled substances on Worksites is not permitted.

1.11 GENERAL REQUIREMENTS (DIVISION 01) CONVENTIONS

- A. General Requirements Content: Division 01 General Requirements contained in this Exhibit C use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Division 01 General Requirements shall be performed by Constructor unless specifically stated otherwise.
- B. Division 01 General Requirements apply to all Work performed on the Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

CHANGE ORDER FORM

SAMPLE



CHANGE ORDER

DATE: Enter Date **Change Order No. 1**

PROJECT NAME Name of Project

PROJECT LOCATION Enter Project Location

CONSTRUCTOR Enter Constructor Information **OWNER** Capital City Development Corp.
 Zach Piepmeyer
 Project Manager
zpiepmeyer@ccdcboise.com
 121 N. 9th Street, Ste. 501
 Boise ID 83702
 208-384-4264

Description of Change:
 The following changes are hereby made to the Contract for the above referenced project:

The Contract is a Standard Agreement and General Conditions between Owner and Constructor dated ENTER DATE, 2025.

The Contract Amount will change by execution of this Change Order:

Original Contract Amount:	\$0.00
Previous Contract Change Order Amounts:	\$0
Contract Sum Prior to this Change Order:	\$0.00
Increased / Decreased Contract Sum by Execution of this Change Order	\$0
Revised Contract Total	\$0.00

The Contract Time will be increased by _____ (X) days
 The new date of Substantial Completion will be: DATE, 2025

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.
 To be effective, this Change Order must be approved by the following, acknowledging agreement herewith including any adjustment in the Contract Amount and/or Contract Time:

_____	_____	<u>Capital City Development Corp.</u>
PROJECT CONSULTANT	CONTRACTOR	OWNER
_____	_____	_____
SIGNATURE	SIGNATURE	SIGNATURE
_____	_____	<u>John Brunelle, Executive Director</u>
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
_____	_____	_____
DATE	DATE	DATE

WORK CHANGE DIRECTIVE FORM

SAMPLE

WORK CHANGE DIRECTIVE FORM

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER _____

CONSTRUCTOR _____

Contract: _____

Project: _____

You are directed to proceed promptly with the following change(s):
Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If OWNER or CONSTRUCTOR believe that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work _____

Estimated increase (decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

RECOMMENDED:

AUTHORIZED:

PROJECT CONSULTANT
By:

OWNER
By:

WORK CHANGE DIRECTIVE – INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order. See Division 01 General Requirements for procedures regarding issuance of Work Change Directives by Project Consultant.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

B. COMPLETING THE FORM

Project Manager/Consultant initiates the form, including a description of the items involved and attachments.

Based on conversations between Project Consultant and Constructor, Project Consultant completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Constructor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Project Consultant has completed and signed the form, all copies should be sent to Owner for authorization – the Project Manager/Consultant alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Project Consultant to Constructor. Price and Times may only be changed by Change Order signed by Owner and Constructor with Project Consultant's recommendation.

Once the Work covered by this directive is completed or final cost and times are determined, Constructor should submit documentation for inclusion in a Change Order. Division 01 General Requirements requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

OWNER INITIATED PROPOSAL REQUEST FORM

SAMPLE

OWNER-INITIATED PROPOSAL REQUEST FORM

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER _____

CONSTRUCTOR _____

Contract: _____

Project: _____

This Proposal Request is NOT a Change Order, a Work Change Directive, nor Directive to proceed with the Work described below. The sole purpose of this Proposal Request is to obtain Constructor's response as to proposed modifications UNDER CONSIDERATION BY OWNER as described below.

DESCRIPTION: (Describe changes to the Project under consideration by Owner.)

ATTACHMENTS:

(List attached documents provided by Owner explaining the modifications to the Contract Documents under consideration by Owner.)

TO CONSTRUCTOR:

Please submit an itemized proposal for changes in the Contract Sum and Contract Time if modifications are undertaken. Proposal shall be in writing and signed by Constructor. Constructor's Response shall be returned to the Project Consultant by:

ISSUED BY:

AUTHORIZED:

PROJECT CONSULTANT

OWNER

By:

By:

REQUEST FOR INFORMATION (RFI) FORM

SAMPLE

REQUEST FOR INFORMATION

PROJECT: _____ RFI#: _____

ITEM: _____

REF. DWG. OR SPEC.: _____

SCHEDULE IMPACT? YES NO

COST IMPACT? YES NO

REQUEST RETURN BY: _____

DESCRIPTION/REQUEST: _____

ORIGINATOR: _____ FIRM: _____ DATE: _____

RESPONSE

BY: _____ FIRM: _____ DATE: _____

This is not an authorization to proceed with work involving additional costs and/or time. Notification must be given in accordance with the Contract Documents if any response causes any changes to the Contract Documents.

PAY APPLICATION FORM WITH SCHEDULE OF VALUES FORM

SAMPLE

APPLICATION FOR PAYMENT NO. _____

To: Capital City Development Corporation (OWNER)
 From: _____
 Contract: _____
 Project: _____
 OWNER's Contract No. _____
 PROJECT CONSULTANT's Project No. _____

For Work accomplished through the date of: _____

- | | | | |
|-----------|--|-----------|--|
| 1. | Original Contract Price: | \$ | |
| 2. | Net change by Change Orders and Written Amendments (+/-): | \$ | |
| 3. | Current Contract Price (1 plus 2): | \$ | |
| 4. | Total completed and stored to date: | \$ | |
| 5. | Retainage (per Agreement): _____% of completed Work: | \$ | |
| | _____ % of stored material: | \$ | |
| | Total Retainage: | \$ | |
| 6. | Total completed and stored to date less retainage (4 minus 5): | \$ | |
| 7. | Less previous Application for Payments: | \$ | |
| 8. | DUE THIS APPLICATION (6 MINUS 7): | \$ | |

Accompanying Documentation:

CONSTRUCTOR'S Certification: The undersigned CONSTRUCTOR certifies that: 1.) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONSTRUCTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; 2.) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and 3.) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: _____

 CONSTRUCTOR

Notarized By: _____
 State of _____
 County of _____

Subscribed and sworn to before me this _____ day of _____, _____.

 Notary Public
 My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____

 PROJECT CONSULTANT / OWNER'S PROJECT MANAGER

Project: Parking Access and Revenue Control System (PARCS) Replacement Project							Application No.		1
Constructor:							Application Date		XX/XX/XX
Application for Payment							From		To
Continuation Sheet							Period	XX/XX/XX	XX/XX/XX
A	B	C	D	E	F	G	H	I	J
			Work Completed						
Item No.	Description of Work	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Total Completed & Stored	%	Balance to Finish	Retainage to Date
	<i>EXAMPLE ONLY</i> <i>Contractor to List Based on Scope of Work</i>								
1						\$0.00	#DIV/0!	\$0.00	\$0.00
2						\$0.00	#DIV/0!	\$0.00	\$0.00
3						\$0.00	#DIV/0!	\$0.00	\$0.00
4						\$0.00	#DIV/0!	\$0.00	\$0.00
5						\$0.00	#DIV/0!	\$0.00	\$0.00
6						\$0.00	#DIV/0!	\$0.00	\$0.00
7						\$0.00	#DIV/0!	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
	Retainage for This Period			\$0.00	\$0.00				
Application No.									
	Total Completed & Stored	\$0.00							
	Less Retainage for this Period - Work Completed	\$0.00							
	Less Retainage for this Period - Materials Presently Stored	\$0.00							
	Total Requested for Payment	\$0.00							

SAMPLE

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor shall comply with the procedures for Substantial and final completion set forth in this section, which apply when the contractor requests substantial completion and final completion inspections at the conclusion of the work on the project as a whole, unless the contractor exercises the option to request substantial and final completion occur by work phase, as described below.
 - 1. Contractor shall have the option to request the Project Consultant to inspect and certify attainment of substantial completion and final completion as work is concluded for each work phase identified in the contractor's phasing plan prior to conclusion of the work on the project as a whole.

- B. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- C. Submittals Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Project Consultant. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- D. Procedures Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. If applicable, submit demonstration and training video recordings specified in other Sections.
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- E. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **10** days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Project Consultant will either

proceed with inspection or notify Contractor of unfulfilled requirements. Project Consultant will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Project Consultant, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 9.7 of the Agreement.
 - 2. Certified List of Incomplete Items: Submit certified copy of Project Consultant's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Project Consultant. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Project Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Project Consultant will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
- C. Acknowledgement of Final Payment: Contractor shall execute an Acknowledgment of Final Payment form provided by Owner in Exchange for Final Payment.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Project Consultant for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the equipment components of the Project. Use the same order as is used for the operations manual and the maintenance manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit on digital media acceptable to Project Consultant.
 - 2. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean elevators and stair treads, and elevator vestibule and stair towers to remove construction residue and debris, and foreign substances.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - c. Remove labels that are not permanent

- d. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Repair and restore existing building surfaces if damaged and/or defaced by construction activity whether inside or outside Project Site to match existing condition prior to commencement of construction.

END OF SECTION 01 77 00

EXHIBIT C

<Name of Selected Respondent> Response to the Request for Proposal for the Parking Access and Revenue Control System (PARCS) Replacement Project dated; *<Enter date>*

SAMPLE