
CITY OF PORT LAVACA

CC MEETING:

AGENDA ITEM #

DATE:

TO: JODY WEAVER, INTERIM CITY MANAGER
cc: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: LIGHTHOUSE BEACH ENTRY FEE COLLECTION SYSTEM

BACKGROUND: THE CITY WISHES TO BEGIN COLLECTING REVENUE FROM THE LHB PARK ENTRY ONCE AGAIN. UNDERSTANDING THAT THE CITY DOES NOT HAVE THE MANPOWER TO COLLECT THESE FEES AT THE ENTRY KIOSK WE EXPLORED AUTOMATING THE SYSTEM. THE CITY ADVERTISE THE BID DOCUMENTS ON FEBRUARY 12TH, 2025 AND RECEIVED ONE BID ON FEBRUARY 27TH 2025.

FINANCIAL IMPLICATIONS: THIS WAS NOT A BUDGETED EXPENDITURE SO WE WILL NEED TO DO A BUDGET AMMENDMENT TO PAY OUT OF RESERVE FUNDS.

IMPACT ON COMMUNITY SUSTAINABILITY: INCREASED REVENUE AT THE PARK WILL PROVIDE A MEENS TO IMPROVE THE QUALITY OF THE PARK AND PROVIDE NEW AMMENITIES AS THEY BECOME AVAILABLE.

RECOMMENDATION: Staff recommends award of contract to ParkingBOXX to provide and install a vehicle entry management system for a total Base Bid of \$38,892 with the understanding that there are fees outlined to be calculated at time of invoice estimated at \$12,000.

ATTACHMENTS: Bid tabulation, Bid Documents, and Proposal from ParkingBOXX

BID COMPARISON
CITY OF PORT LAVACA
2025 Vehicle Entry Management System

ITEM	DESCRIPTION	UNIT		ParkingBoxx		UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	
				UNIT PRICE	TOTAL COSTS											
1	FURNISH AND INSTALL on site ONE UNATTENDED REVENUE CONTROL KIOSK (entry) and 2 EA Straight-arm Barrier Gate System (entry and exit) to provide a fully functioning Vehicle Entry Management system, as specified.	LS	1	\$33,382.00	\$33,382.00											
2	Traffic Bollard	EA	3	\$300.00	\$900.00											
3	OPERATING SOFTWARE LICENSE (Yearly)	EA	1	\$3,000.00	\$3,000.00											
4	THERMAL TICKET ROLL (5 cnt)	EA	1	\$315.00	\$315.00											
5	PROXIMITY ACCESS CARD (100 cnt)	EA	2	\$395.00	\$790.00											
6	BLANK STOCK COUPONS (600 cnt)	EA	1	\$50.00	\$50.00											
7	SPARE 12' GATE ARMS	EA	2	\$227.50	\$455.00											
8	Total				\$38,892.00											

BID DOCUMENTS
FOR THE

VEHICLE ENTRY MANAGEMENT SYSTEM LIGHTHOUSE BEACH PARK

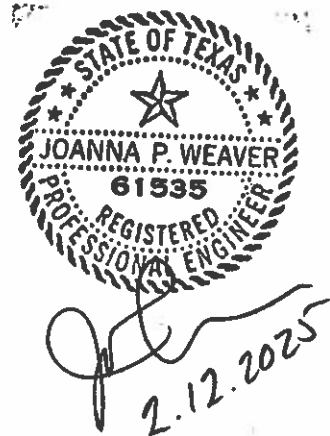
February 12, 2025

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Conceptual Site Plan

END OF SECTION



INVITATION TO BID

PROJECT: VEHICLE ENTRY MANAGEMENT SYSTEM FOR LIGHTHOUSE BEACH PARK

BID DATE AND TIME: FEBRUARY 27, 2025 AT 2:30 pm

Sealed bids for the above referenced project will be received by the City Secretary, 202 N. Virginia Street, Port Lavaca, Texas 77979 until the above stated date and time, when they will be publicly opened and read aloud. All bids must be submitted on the Bid Form provided in the bid documents and shall be sealed in an envelope and clearly marked **“Sealed Bid for VEHICLE ENTRY MANAGEMENT SYSTEM FOR LIGHTHOUSE BEACK PARK” - Bid Opening at 2:30 P.M., FEBRUARY 27, 2025**”. Bids received after this time shall be returned unopened.

To request a complete bid package and schedule a site visit, contact Public Works Director Wayne Shaffer at 361-552-3347 or wshaffer@portlavaca.org. The complete Bid Package may also be downloaded at the City’s website www.portlavaca.org/city-departments/finance-department/bids-and-rfps/.

Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon’s Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

The Award of the Construction Contract, which is anticipated to be within thirty (30) calendar days of the Bid Date specified above, shall be made to the responsible Bidder submitting the lowest, qualified, acceptable Bid who, in the opinion of the **CITY OF PORT LAVACA**, offers the Bid in the best interests of the City.

The **CITY OF PORT LAVACA** reserves the right to reject any and all bids and to waive informalities in the bidding. Small and minority businesses, women’s owned business enterprises, and labor surplus area firms are encouraged to submit bids.

The CITY OF PORT LAVACA is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency.

INSTRUCTIONS TO BIDDERS

- 1.0 LOCATION OF THE PROJECT: The project is located in the city of Port Lavaca, Texas, at the entry to Lighthouse Beach Park from SH 238. Lat 28.636377° LONG -96.616178°
- 2.0 GENERAL DESCRIPTION OF THE PROJECT: The work to be completed under the provisions of these Contract Documents consists of furnishing and installing an Automatic Vehicle Entry Management System to control access to the entry point of Lighthouse Beach Park as specified herein.
- 3.0 The project shall be constructed in general accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (latest edition) and these specifications.
- 4.0 DELIVERY OF BID:
 - 4.1 Facsimile transmittal of bids will not be accepted under any circumstances. Bid proposals must be mailed, hand delivered, or delivered by courier and received by the City Secretary's office before the stated date and time.
 - 4.2 All bids received by the City of Port Lavaca after the stated date and time will not be opened, read, or recorded and will be returned unopened.
 - 4.3 Bids shall be submitted on the Bid Form provided in Section 0300, sealed in an envelope and clearly marked "SEALED BID – VEHICLE ENTRY MANAGEMENT SYSTEM FOR LIGHTHOUSE BEACH PARK"
 - 4.4 A BID BOND IS NOT REQUIRED FOR THIS SOLICITATION: ~~A Bid Bond issued by an acceptable surety in the amount of 5% of the maximum bid submitted must accompany each bid. A certified check or cashiers check payable to the City of Port Lavaca may be submitted in lieu of the Bid Bond.~~
 - 4.5 ~~The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 10 days after he has received Notice of Acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.~~
- 5.0 ESTIMATED QUANTITIES: The quantities listed in the Bid Documents are the City's best estimate of the scope of the work to be performed and do not oblige the City to order or accept more than its actual requirements during the period of agreement, as determined by actual needs and availability of appropriated funds.
- 6.0 SUBSTITUTIONS: The Contractor shall not substitute items specified in the contract documents without the expressed written consent of the Public Works Director. Requests for substitution must be received by the Public Works Director a minimum of ten (10) days in advance of the bid opening date. Substitutions will not be allowed after the bids have been received.
- 7.0 OBLIGATION OF BIDDER: At the time of the opening of the bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the

Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to this bid.

8.0 TIME OF COMPLETION:

8.1 Time of completion of this Contract is of importance to the City and may be considered in the award of the Contract. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract after 30 days prior to the completion date set by the Contractor, until final completion and acceptance by the Public Works Director. If there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions of time within the same month as the delay occurs. His failure to make such request within the above time limit may void the possible extension of the Contract time of completion. The Public Works Director will be the judge as to whether a time extension is to be granted and so notify the Contractor.

Time of Completion shall be set by the Contractor in the Bid Form.

8.2 Liquidated Damages:

Contractor shall pay Liquidated Damages in the amount of Two Hundred Dollars (\$200) per each calendar day that the date of substantial completion exceeds the contract completion date.

9.0 RIGHTS OF THE CITY OF PORT LAVACA:

9.1 The City of Port Lavaca reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements.

9.2 The City of Port Lavaca reserves the right to reject any or all bids submitted, to waive any formalities or irregularities and to make whatever award is in the best interest of the City of Port Lavaca.

9.3 The Bidder is hereby notified that although the City of Port Lavaca is required to submit purchases of all contracts of \$50,000 or more to competitive bidding, it is not required to accept the lowest bid. In such purchasing, the lowest bid may be rejected if the City Council, in the exercise of its best judgment, feels that a bid, other than the low bid, will best serve the interests of the City of Port Lavaca.

10.0 BONDS: Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

11.0 TAX EXEMPTIONS: The City of Port Lavaca is exempt from State Tax and Local Tax. DO NOT include tax in your bid. Tax exemption certificates will be furnished upon request.

City of Port Lavaca
VEHICLE ENTRY MANAGEMENT SYSTEM
LIGHTHOUSE BEACH PARK
SECTION 00100

- 12.0 PRICE QUOTATIONS: Bid a unit price on the estimated quantity specified, extend and show totals as indicated on the Bid Form. The unit price quotation shall always govern over the multiplied totals.
- 13.0 TRANSPORTATION OF ROAD MATERIALS: The transporter of all road materials must be approved for travel on Texas highways by holding a valid driver's license, that is of the class and/or type required for hauling and commercial use; valid liability insurance; a valid Railroad Commission License and any other requirements mandated by the State of Texas for this particular transport.
- 14.0 PAYMENT PROCEDURES: The City of Port Lavaca will accept requests for partial payment on a monthly basis for 90% of the Work completed (with the balance being retainage.) Retainage shall be held until 100% of all the authorized work is completed and the contractor has submitted an "Affidavit of all Bills Paid" to the City.

END OF SECTION

BID FORM

Bidding Firm: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Project: VEHICLE ENTRY MANAGEMENT SYSTEM LIGHTHOUSE
 BEACH PARK

We propose to furnish all labor, equipment, and all other things necessary to furnish and install an automatic Vehicle Entry Management System to control access to the entry point of Lighthouse Beach Park as specified in the Bid package dated 2.12.2025.

EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	LS	FURNISH AND INSTALL on site ONE UNATTENDED REVENUE CONTROL KIOSK (entry) and 2 EA Straight-arm Barrier Gate System (entry and exit) to provide a fully functioning Vehicle Entry Management system, as specified.		\$ _____
3	EA.	TRAFFIC BOLLARDS	\$ _____	\$ _____
1	YR	OPERATING SOFTWARE LICENSE	\$ _____	\$ _____
5	EA.	THERMAL TICKET ROLL	\$ _____	\$ _____
200	EA.	PROXIMITY ACCESS CARD	\$ _____	\$ _____
600	EA.	BLANK STOCK COUPONS	\$ _____	\$ _____
2	EA.	SPARE 12' GATE ARMS	\$ _____	\$ _____
TOTAL BASE BID:			\$ _____	

If awarded this contract, the undersigned will provide proof of insurance and execute a satisfactory construction contract within 15 days after the Notice of Award.

The undersigned BIDDER agrees to the following:

- A. To perform all Work with skilled craftsmen experienced in the applicable trades and in general conformance accepted construction industry standards.

City of Port Lavaca
VEHICLE ENTRY MANAGEMENT SYSTEM
LIGHTHOUSE BEACH PARK
SECTION 00300

- B. To complete the Work within _____ calendar days from the Notice to Proceed.

- C. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations), the sample agreement, and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

Communications regarding this BID shall be directed to the BIDDER's contact information provided above.

SUBMITTED this _____ day of _____, 2025

By _____
Signature

Title

Seal if Bidder is Corporation

STATEMENT OF BIDDER'S QUALIFICATION

(Required ONLY if Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years.)

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: _____

Bidder: (Legal Name of Firm) _____

Address: _____ website (if applicable): _____

Check which applies: () Corporation () Partnership () Individual () Joint Venture () Other

- Number of years has your organization been in business as a Contractor? _____
- Number of years your organization been in business under its present name? _____
- List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Total Staff employed by firm (break down by managers and trades)

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes, provide details)

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

On a separate sheet, list work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract.

On a separate sheet, list at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion.

Bidder

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the ____ day of _____ 2025, by and between the CITY OF PORT LAVACA, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and _____, a _____ duly authorized to do business in the State of Texas, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after setting forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications for the VEHICLE ENTRY MANAGEMENT SYSTEM – LIGHTHOUSE BEACH identified herein as "Exhibit A" and the PROPOSAL dated February 12, 2025 identified herein as "Exhibit B". The Contract Amount is hereby established at \$ _____. Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
- 2. CONTRACT TIMES:** The work will be substantially complete within ____ calendar days after the date when the Contract Times commence to run, plus any approved time extension requests.
- 3. LIQUIDATED DAMAGES:** CITY and CONTRACTOR recognize that time is of the essence in this Agreement and that the CITY will suffer financial loss if the Work is not substantially complete within the agreed upon time, plus any approved extensions. Instead of requiring any proof of actual loss, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR will pay CITY \$200 for each day that expires after time specified in Section 2 above.
- 4. PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit a schedule of Values and the CITY will accept requests for partial payment based upon this schedule, on a monthly basis, for 90% of the Work completed (with the balance being retainage). Retainage shall be held until 100% of all the authorized work is completed and accepted and CONTRACTOR has submitted a One-Year Warranty and Affidavit of all bills Paid to the City.
- 5. INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 6. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the minimum insurance coverage REQUIRED IN Section 00820 of the contract documents and include a waiver of subrogation:

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as

Additional Insured. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

7. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.
10. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this CONTRACT without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
12. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
13. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
14. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
15. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
16. **ENTIRE CONTRACT.** This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

17. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

18. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

19. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

20. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

21. AMENDMENTS. This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officer or agent.

CITY OF PORT LAVACA

202 N. Virginia St.
Port Lavaca, Texas 77979
361-552-9793

By: _____

Printed Name: Jack Whitlow

Title: Mayor

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

00820

BOND AND INSURANCE REQUIREMENTS

- 1.0 Prior to commencement of the Work, CONTRACTOR shall comply with the following Insurance requirements:
 - 1.1 Furnish the CITY OF PORT LAVACA with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, naming "CITY OF PORT LAVACA" AS ADDITIONAL INSURED and showing at least the following coverages:
 - 1.1.1 Workman's Compensation and Employers' Liability:
State and Federal Statutory Limits
 - 1.1.2 Bodily Injury and Property Damage: \$1,000,000.00 Combined Single Limit Each Occurrence/Policy Aggregate
 - 1.1.3 Comprehensive General Liability: Shall include, but not be limited to, Independent Contractor's Liability; Contractual Liability; Completed Operations and Products Liability, all on an occurrence basis, with Personal Injury Coverage and broad form Property Damage, with XCU exclusions eliminated. Completed Operations Liability shall be kept in force for at least one (1) year after the date of final completion.

\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate
 - 1.1.4 Automobile Liability: CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular contract. Coverage shall have at least the following limit:

Combined Single Limit: \$1,000,000.00
 - 1.1.5 No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.
 - 1.2 In the event that the CITY OF PORT LAVACA is notified of cancellation of all or any part, the CITY OF PORT LAVACA may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof, deducting the cost from CONTRACTOR's Contract Amount.
- 2.0 If the Contract Amount is equal to or exceeds \$50,000, (or as otherwise stipulated by Texas statute), Contractor shall, prior to commencement of the Work, provide a Payment Bond, and if the Contract Award is \$100,000 or greater, a Performance Bond, each in the amount of 100% of the Contract Amount, in accordance with Article 5160 of Vernon's Texas Civil Statutes.

END OF SECTION

City of Port Lavaca
VEHICLE ENTRY MANAGEMENT SYSTEM
LIGHTHOUSE BEACH PARK
SECTION 01010

SUMMARY OF WORK

1.0 GENERAL

- 1.1 Work under this contract consists of providing all materials, equipment and labor to furnish and install an automatic Vehicle Entry Management System (automatic gate-arm system) to control vehicular access to the entry point of Lighthouse Beach Park at SH 238.
- 1.2 Contractor's use of premises:
 - A. Contractor acknowledges that this is a public park which will remain open to the public during construction.
 - B. Contractor shall not unreasonably encumber the jobsite with materials and equipment.
 - C. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
 - D. Contractor shall limit his operations to within the designated City property. Contractor shall have use of a designated area at the City Public Works warehouse for delivery of materials. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
 - E. Contractor shall take all precautions as necessary to protect the construction and the public during the construction period.
 - F. As applicable, Contractor shall be responsible for traffic control and traffic control devices around the work areas. All traffic control measures shall be in accordance with the recommendations and standards of the Texas Highway Department.
 - G. It is the Contractor's responsibility to protect all public and private property against damage by the construction process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the construction, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the City Engineer. If the Contractor has any concerns over the existing condition of any area, he shall meet with the City Engineer to record this concern via photographs and field notes prior to the beginning of construction.
- 1.3 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.

2.0 PRODUCTS

- 2.1 All products and materials shall meet or exec the specifications of products manufactured by ParkingBOXX; 1-800-518-1230; www.parkingboxx.com
- 2.2 UNATTENDED REVENUE CONTROL KYOSK: Equal to FLAT-RATE BOXX manufactured by ParkingBOXX.

City of Port Lavaca
VEHICLE ENTRY MANAGEMENT SYSTEM
LIGHTHOUSE BEACH PARK
SECTION 01010

- Credit card only; processes real-time payments via encrypted credit card reader
- Proximity Access Card ability
- Ability to manage multiple rate structures and coupons
- VoIP Intercom with remote gate open feature
- Bar code scanner
- Cabinet housing: stainless steel with powder coating and multi-point drill resistant, multipoint security locks and concealed hinges
- Power: 120VAC, 60 Hz, 5A with backup battery
- Display: Sunlight readable LCD
- Card Reader: Encrypted magnetic card reader
- Printer: Thermal paper roll (min. 4,000 tickets/receipts per roll)
- Warranty: 1 year parts warranty
- Certifications: CSA, PCI, ADA,& AODA Compliant

2.3 STRAIGHT ARM BARRIER GATE: Equal to the products manufactured by ParkingBOXX

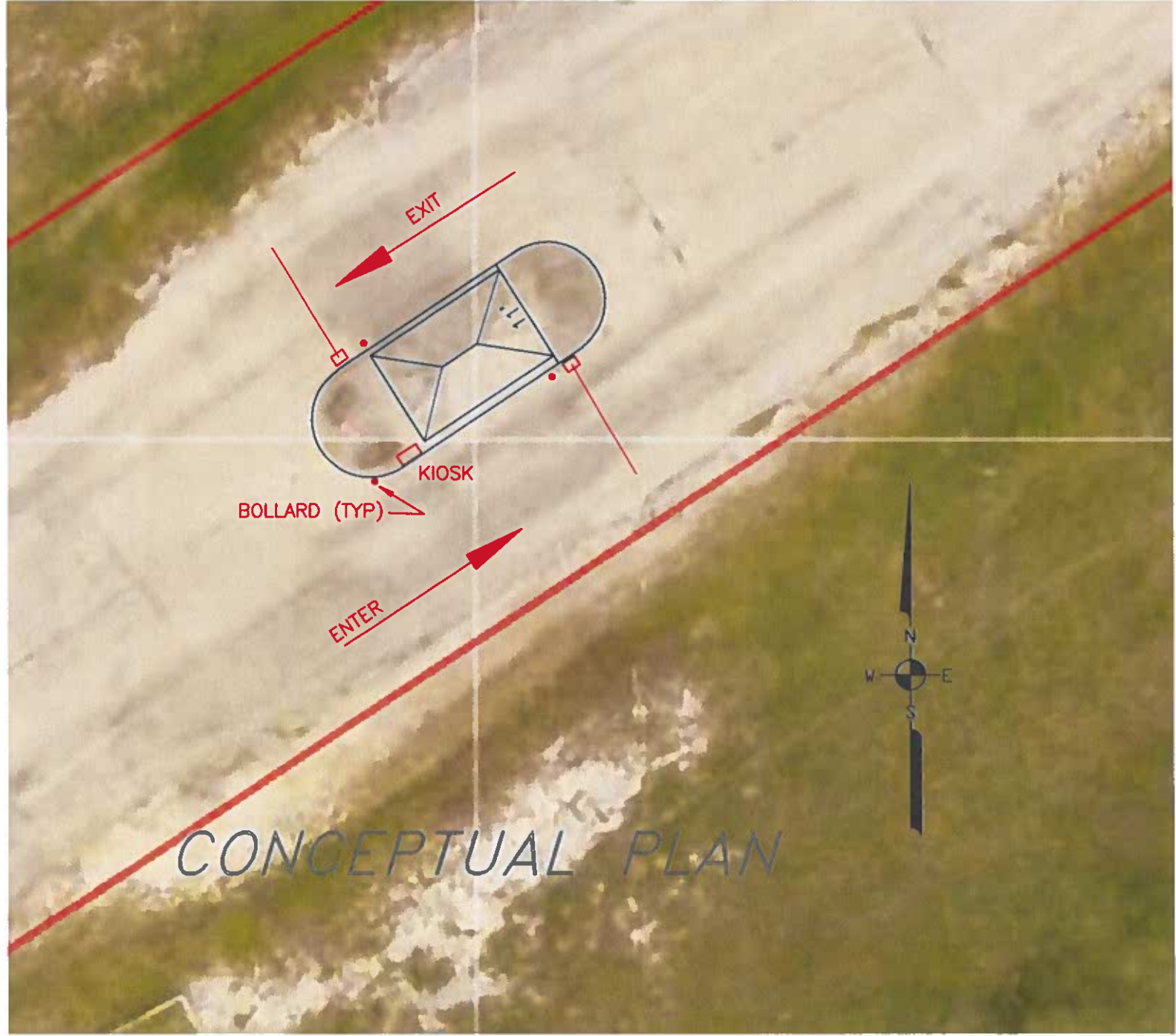
- 12' long arm with red reflective tape
- Programmable open and close gate arm speeds
- Gates will be provided at entrance lane and exit lane of Lighthouse Beach Park
- Include a wireless receiver and two remote controls to open/close barrier gate arm
- Cabinet housing: 304-B stainless steel with powder coating
- Power: 110-120VAC, 60 Hz, 5A. with backup battery
- Warranty: 1 year parts warranty
- Certifications: CSA

2.4 EQUIPMENT MANAGEMENT SOFTWARE LICENSE: Cloud-based control software equal to CloudEASE by ParkingBOXX.

City of Port Lavaca
VEHICLE ENTRY MANAGEMENT SYSTEM
LIGHTHOUSE BEACH PARK
SECTION 01010

3.0 EXECUTION

- 3.1 The materials and procedures and practices of the installation of the Vehicle Entry Management System shall be in accordance with generally accepted construction standards. Installation Technicians shall remain on-site during initial system Go-Live operations until the system is functioning properly.



EXIT

KIOSK

BOLLARD (TYP)

ENTER



CONCEPTUAL PLAN

PARKING BOXX RFP RESPONSE

City of Port Lavaca

RFP: VEHICLE ENTRY MANAGEMENT SYSTEM FOR LIGHTHOUSE BEACH PARK

Presented to:

Wayne Schaffer - Public Works Director

City of Port Lavaca

202 N. Virginia Street

Port Lavaca, Texas 77979

By:

Aaron Asp - CEO

Parking BOXX Corp.

Submitted: February 27, 2025



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List Work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract..... 7

Recent Contracts..... 7
List at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion..... 8

Appendix A - Quote..... 12

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This document including any attachments or addendums contains material that is confidential or proprietary to Parking BOXX. It is meant solely for use by the intended recipient. Any review, reliance, or distribution of such material by others, or forwarding of such material without express permission, is strictly prohibited.

Cover Letter

Wayne Schaffer
Public Works Director
202 N. Virginia St.
Port Lavaca, Texas 77979

February 27, 2025

We are happy to present our proposal for the City of Port Lavaca. We are confident that we have the solution to match the current requirements and for future expansion and integration. As required, we can provide a comprehensive turn-key solution with equipment, installation, training, maintenance, configuration, integration, software and support. Our CloudEASE parking management system is built upon modern technologies and approaches. The system is reliable, robust and resilient as well as being intuitive and easy to use.

As a turnkey parking technology solution provider; all hardware, kiosks, cloud controllers, software, and barrier gates are manufactured and supported directly by our production, support & service teams. Our Parking Management systems are reliable, easy and intuitive for the end user and parking operators. Our experience working closely with cities, government, hospitals, hotels, airports and other private and public organizations has enabled us to incorporate the critical functionality, features and reliability that parking operators need.

Our CloudEASE smart parking management system with secure cloud-based architecture enables operators to ensure streamlined, reliable and secure parking operations with real-time control, reporting and analytical data with an efficient and effective user experience. CloudEASE is an intuitive, easy to use system that works seamlessly, reliably and efficiently for parking management and operations. Our goal is **Parking Made Easy™**

Yours Sincerely,



Aaron Asp,
CEO
Parking BOXX Corp.

Parking BOXX - RFP-Vehicle Entry Management System: Lighthouse Beach Park

Bid Form

City of Port Lavaca
 VEHICLE ENTRY MANAGEMENT SYSTEM
 LIGHTHOUSE BEACH PARK
 SECTION 00300

BID FORM

Bidding Firm: Parking BOXX Corp

Address: 9450 SW Gemini Drive, Suite 5000

City, State, Zip: Beaverton, OR 97008

Phone: 800-618-1230 **Email:** sales@parkingboxx.com

Project: **VEHICLE ENTRY MANAGEMENT SYSTEM LIGHTHOUSE BEACH PARK**

We propose to furnish all labor, equipment, and all other things necessary to furnish and install an automatic Vehicle Entry Management System to control access to the entry point of Lighthouse Beach Park as specified in the Bid package dated 2.12.2025.

EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	LS	FURNISH AND INSTALL on site ONE UNATTENDED REVENUE CONTROL KIOSK (entry) and 2 EA Straight-arm Barrier Gate System (entry and exit) to provide a fully functioning Vehicle Entry Management system, as specified.		\$ 33,382.00
3	EA	TRAFFIC BOLLARDS	\$ 300.00	\$ 900.00
1	YR	OPERATING SOFTWARE LICENSE	\$ 3000.00	\$ 3000.00
5	EA	THERMAL TICKET ROLL	\$ 315.00	\$ 315.00
200	EA	PROXIMITY ACCESS CARD	\$ 395.00	\$ 790.00
600	EA	BLANK STOCK COUPONS	\$ 50.00	\$ 50.00
2	EA	SPARE 12' GATE ARMS	\$ 227.50	\$ 455.00
TOTAL BASE BID:			\$ 38,892.00	

If awarded this contract, the undersigned will provide proof of insurance and execute a satisfactory construction contract within 15 days after the Notice of Award.

The undersigned BIDDER agrees to the following:

- A. To perform all Work with skilled craftsmen experienced in the applicable trades and in general conformance accepted construction industry standards.

Parking BOXX - RFP-Vehicle Entry Management System: Lighthouse Beach Park

City of Port Lavaca
VEHICLE ENTRY MANAGEMENT SYSTEM
LIGHTHOUSE BEACH PARK
SECTION 00300

- B. To complete the Work within _____ calendar days from the Notice to Proceed.
* To complete the Work within 4-6 weeks from Parking BOXX's receipt of customer deliverables (including deposit payment, merchant account creation and artwork approval) as noted in the proposal.
- C. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations), the sample agreement, and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

Communications regarding this BID shall be directed to the BIDDER's contact information provided above.

SUBMITTED this 27th day of February, 2025

By 
Signature

CEO
Title

Seal if Bidder is Corporation

Statement of Bidders Qualifications

STATEMENT OF BIDDER'S QUALIFICATION

(Required ONLY if Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years.)

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: February 20, 2025

Bidder: (Legal Name of Firm) Parking BOXX Corp.

Address: 9450 SW Gavini Dr. Suite 5000 Beaverton OR 97008 website (if applicable): www.parkingboxx.com

Check which applies: Corporation () Partnership () Individual () Joint Venture () Other

- Number of years has your organization been in business as a Contractor? 85+
- Number of years your organization been in business under its present name? 14 years
- List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Development, Production, Installation, Support, Service

Total Staff employed by firm (break down by managers and trades)

58 Staff 5 Managers 18 Production/Installation/Service 11 Support 8 Development

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

No

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (If yes, provide details)

No

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

No

On a separate sheet, list work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract.

On a separate sheet, list at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion.

[Signature] February 20, 2025
Bidder Date

Parking BOXX - RFP-Vehicle Entry Management System: Lighthouse Beach Park

Current Contracts

List Work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract.

Parking BOXX currently has 71 projects under contract. Included in these projects are

- Hampton Fairfield Grand Junction Colorado
- SpringHill suites Grand Junction, CO
- Oliver Properties, St. Louis MO
- Cameron Park Community Services District, California
- Hidden Cove Park, Frisco, TX
- City of Fairmont, WV

Recent Contracts

A recently completed project was **Encino Place**, in Encino CA.

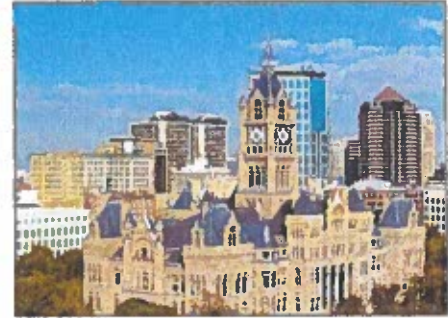
Project:	Encino Place - 16101 Ventura Blvd, Encino CA 91436
Contact:	Jame DeMircift, Owner James@CDEMNGT.com 818-547-3020
Date	January 2025
Scope:	2 Entry BOXX, 2 Exit BOXX, 2x Barrier Gate folding, 1 x Mini Pay BOXX, 2 HandHeld Validators
Contract Amount:	\$81,562.50

Parking BOXX - RFP-Vehicle Entry Management System: Lighthouse Beach Park

List at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion.

The Ohio Statehouse - State Capitol Building

The Ohio Statehouse is the state capitol building and seat of government, housing the Ohio General Assembly, consisting of the House of Representatives and the Senate. The Capitol Square Review and Advisory Board ("CSRAB") required a full turnkey upgrade of their existing PARCS system for their three level, 1,200 space parking garage. We implemented our state of the art, CloudEASE full featured, gated parking system, to manage the 4 Entry Lanes, 4 Exit Lanes, 2 Nesting Lanes integrated with existing garage doors, 6 Big Pay BOXX, 8 Ramp Counters, 4 Handheld Point-of-Sale for Event Prepayment, Validations, integration with existing reverse lane and lot full, signage and Transcore readers. The order was placed, with a short timeline to install. The install was around 5 days with 4 days of Concierge Service.



Project:	Ohio Statehouse - 1 Capitol Square, Columbus, OH 43215, USA
Contact:	Terry Payne - terry.payne@ohiostatehouse.org (614) 728 2564
Date	August 2023
Scope:	8 x Lanes, Three (3) levels, Employee Nesting Area, Handheld POS for event pre-payment and ticketing for a, 1,200 space parking garage

University of Michigan Health - Sparrow Hospital

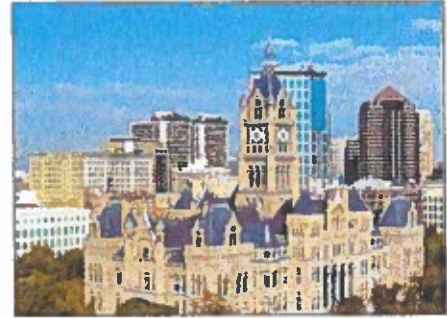
Parking BOXX was awarded the RFP for this UM campus. We worked closely with their network team to ensure that the existing fiber, copper, network closets and other LAN variables met the needs of the parking system. In addition to the many parking garages in this project, Parking BOXX also developed a custom SAML Active Directory Validation App authentication to allow the hundreds of staff members to be able to validate and properly track user and department usage.

Parking BOXX - RFP-Vehicle Entry Management System: Lighthouse Beach Park

Project:	University of Michigan Health - Sparrow Hospital- 1215 East Michigan Avenue, Lansing MI 48912
Contact:	Sarah Sossou, Manager Hospital Operations, sarah.sossou@umsparrow.org (517) 364-3936
Date:	August 2024
Scope:	<u>Garage A:</u> 4 x Entry BOXX; 3 x Exit BOXX; and 2 x Big Pay BOXX plus applicable Folding and Straight Arm Barrier Gates. <u>Garage B</u> 3 x Entry BOXX; 4 x Exit BOXX plus applicable Folding gates. <u>Garage C:</u> 3 x Entry BOXX; and 3 x Exit BOXX plus applicable Folding and Straight Arm Barrier Gates Order Included 3 x Handheld Validators; 1 x P-123 Web Validation and 11 x Dual Mount Cameras with NVR- Project then expanded to <u>Lot H:</u> 6 x Barrier Gates and 1 x Barrier Gate Reverse. <u>Lot D:</u> 4x Barrier Gate and 2 x Barrier Gate Folding. <u>Executive Lot:</u> 2 x Barrier Gates

Utah State Board of Education

The Utah State Board of Education is a government organization for the public education system in the state of Utah. Parking BOXX was the successful proponent of an RFP. A Parking BOXX customer since 2018, the Utah State Board of Education upgraded to a CloudEASE Cloud-based Parking Management system (Upgrade: January 2024). The system consists of 2x entry 2x exit lanes, handheld validation, VOIP Intercoms and custom kiosk branding.



Project:	Utah State Board of Education - 250 E South, Salt Lake City, Utah 84111
Contact:	Cammy Wilcox, Administrative Service Manager Cammy.Wilcox@schools.utah.gov (801) 538-7514
Date:	January 2024
Scope:	2 x Entry BOXX & Barrier Gate; 2 x Exit BOXX & Barrier Gate 1x Handheld Validator

The City of Houston Health Department

The City of Houston Health Department works in partnership with the community to promote and protect the health and social well-being of Houstonians and the environment in which they live. The City of Houston Health Department is located at 8000 North Stadium Drive in Houston, Texas. The parking garage attached to their office has 412 spaces. The equipment at this site features an Entry BOXX, with 2 Exit BOXX units on either side of the structure. Multiple barrier gates with a single flexible barrier gate, Handheld POS BOXX, and vehicle loop detectors.



Project:	The City of Houston Health Department 8000 N Stadium Dr, Houston, TX 77054
Contact:	Cynthia Guzman Mngr, Deputy Registrar Cynthia.Guzman@houstontx.gov (832) 393 4312
Date	June 2023
Scope:	1x Entry lane and 2x Exit lane equipment plus multiple barrier gates. Customer also added a Handheld POS BOXX.

U.S. Department of Defense, Shades of Green on Walt Disney World Resort - Florida

The US Department of Defense owns and operates the Shades of Green resort located on the Walt Disney property. Our project at the parking garage at the Shades of Green Resort in Lake Buena Vista, Florida, is nestled southwest of the Seven Seas Lagoon at Disney's Magic Kingdom. We equipped this location with a full featured gated parking system, with 2 Entry BOXX, 2



Parking BOXX - RFP-Vehicle Entry Management System: Lighthouse Beach Park

Exit BOXX, Big Pay BOXX, multiple barrier gates allowing entry in and out of the parking garage with the correct clearance, and vehicle loop detectors within.

Project:	U.S. Department of Defense, Shades of Green on Walt Disney World Resort - 1950 West Magnolia Palm, Lake Buena Vista, FL 32830
Contact:	Corry Scott, Emergency Management and ATO Officer Corry.scott@shadesofgreen.org
Date	April 2024
Scope:	2 x Entry BOXX, 2 x Exit BOXX, 1 x Big Pay BOXX, 2x Handheld

Parking BOXX - RFP-Vehicle Entry Management System: Lighthouse Beach Park

Appendix A - Quote



Quote PBXQ8582

Prepared For:
City of Port Lavaca Public Works
 202 North Virginia Street
 Port Lavaca, TX 77979
 United States
 Phone: (361) 552-3347
 Email: wshaffer@portlavaca.org

Prepared By:
Parking BOXX
 Phone: 800-518-1230 x2
 Email: proposals@parkingboxx.com
 Website: <https://parkingboxx.com>

Terms
P.O. Number
Ship Via
 FREIGHT

Line Item Detail

Qty	Description	Unit Price	Ext. Price
1	FLAT-RATE BOXX: Credit Card Only	\$16,900.00	\$16,900.00
1	PROXIMITY CARD READER UPGRADE (Note: 1 unit required per machine)* [#ACR-501]	\$395.00	\$395.00
1	CALL FOR ASSISTANCE: VoIP Intercom w/Remote Gate Open (rectangle) (Note: 1 unit required per machine)* [#INT-500]	\$1,195.00	\$1,195.00
1	SCANNER UPGRADE: 1D/2D Barcode Scanner (Note: 1 unit required per machine)* [#SCR-501]	\$1,600.00	\$1,600.00
2	BARRIER GATE: Straight Arm	\$3,885.00	\$7,770.00
4	BARRIER GATE ARM 12' w/Red Reflective Tape* [#ARM-012]	\$325.00	\$1,300.00
4	SAW CUT LOOP OVERSIZED* [#SCL-610]	\$800.00	\$3,200.00
3	BOLLARD BOLT-DOWN YELLOW 3.5"x42"* [#BOL-501Y]	\$300.00	\$900.00
1	FRB PREPAID 1-YEAR SOFTWARE LICENSE* [#CLD-019]	\$3,000.00	\$3,000.00
1	THERMAL TICKET ROLL CloudeEASE GATED (BOX OF 5 ROLLS)(reverse rolled): up to 4000 tickets/receipts per roll* [#PAP-505]	\$315.00	\$315.00
2	PROXIMITY ACCESS CARD CS 26 BIT (BOX OF 100)* [#PAC-100]	\$395.00	\$790.00
1	COUPONS BLANK STOCK (100 SHEETS OF 6)* [#PAP-705]	\$50.00	\$50.00

Parking BOXX reserves the right to cancel orders arising from errors, inaccuracies or omissions. Product shipped as ordered - ensure correct part numbers, products and compatibility. Orders sent FOB Milton, OH or Serbia, OH, collect or on account via the courier specified above, if any. If a Lift Gate is required on the delivery truck, please add \$200 to any quoted Freight & Handling charge. Customer is responsible to provide all applicable civil work (including concrete, 120V electrical with 20amps per line, network/Ethernet, data communication, phone lines, saw cut loops) and associated permits as required, unless otherwise agreed in a separate Civil Work Agreement. Delivery & Schedule are subject to Parking BOXX's approval of Customer's site readiness photos showing completed civil work. This quote is subject to the Terms of Sale at parkingboxx.com/terms and the attached Terms, Fees & Warranty. Prices quoted are in effect for 30 days unless otherwise stated.

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Parking BOXX - RFP-Vehicle Entry Management System: Lighthouse Beach Park

Line Item Detail

Qty	Description	Unit Price	Ext. Price
1	DESIGN PLAN/PROJECT MANAGEMENT [#SSS-401]	\$2,500.00	\$2,500.00
1	SYSTEM INSTALLATION & TRAVEL (FRB): Mount & Bolt, Hook Up & Commission (Note: the price is \$4000 plus \$500 per BOXX (FRB, Mini Pay BOXX, Cashier BOXX & ACB), \$250 per Gate & Hotel Pedestal and \$50 per Bollard, to be adjusted at time of invoicing.) [#SSS-515]	\$5,150.00	\$5,150.00
1	CONCIERGE SERVICE (FRB): Installation Techs remain on-site during Go-Live. This service is required to initiate the Remote Support portion of your warranty. Until the Concierge Service has been completed, all Remote Support inquiries will be billable. [#SSS-525]	\$1,500.00	\$1,500.00
1	SYSTEM WARRANTY & TRAINING (FRB): 1 year warranty (see proposal Terms, Fees & Warranty), on-site hardware training & on-line software training, plus unlimited software training during warranty period. [#SSS-715]	\$750.00	\$750.00
1	FREIGHT & HANDLING: For transportation within the continental US & Canada, the fee will be \$1000 plus \$250 per BOXX (Flat-Rate BOXX, Mini Pay BOXX, Cashier BOXX & Access Control BOXX), Gate or Hotel Pedestal and \$25 per Bollard, to be adjusted at time of invoicing. Additional transit to destinations outside the continental US & Canada are the Customer's responsibility (both cost & coordination). [#FREIGHT FRB]	\$1,825.00	\$1,825.00



Best Price Guarantee

If you have an apples-to-apples quote lower than our Total System Price, **Parking BOXX will beat it by 10%**! Buy direct from the Manufacturer & SAVE.

SubTotal	\$38,892.00
Tax	\$0.00
Total	\$38,892.00

Parking BOXX reserves the right to cancel orders arising from errors, inaccuracies or omissions. Product shipped as ordered - ensure correct part numbers, products and compatibility. Orders sent FOB Milton, ON or Sarnia, ON, collect or on account via the courier specified above, if any. If a Lift Gate is required on the delivery truck, please add \$200 to any quoted Freight & Handling charge. Customer is responsible to provide all applicable civil work (including concrete, 120V electrical with 20Amps per lane, network/Ethernet, data communication phone lines, saw cut loops) and associated permits as required, unless otherwise agreed in a separate Civil Work Agreement. Delivery & Schedule are subject to Parking BOXX's approval of Customer's site readiness photos showing completed civil work. This quote is subject to the Terms of Sale at parkingboxx.com/terms and the attached Terms, Fees & Warranty. Prices quoted are in effect for 30 days unless otherwise stated.

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TERMS, FEES & WARRANTY

TERMS

General Terms of Sale. Parking BOXX reserves the right to cancel orders arising from errors, inaccuracies, or omissions. Product shipped as ordered. Please ensure correct part numbers, products and compatibility. Orders sent FOB Milton, ON or Sarnia, ON, collect or on account via the courier specified in the quote and/or proposal. Quotes and proposals are subject to terms at parkingboxx.com/terms. Prices quoted are in effect for 30 days unless otherwise stated.

Site Preparation & Civil Work. Unless otherwise stated in your quote/proposal, all Permits (including Building and Electrical) must be obtained by Customer. Customer is responsible to provide all applicable site preparation & civil work (including concrete, 120V electrical with 20 Amps per lane, network/Ethernet, data communication, phone lines, saw cut & PVC loops), associated permits as required, and for shipping any items to be installed inside the kiosks to Parking BOXX. Parking BOXX will provide installation drawings upon receipt of deposit payment. Customer is responsible to ensure the site meets the specifications listed in the drawings. Additionally, Customer shall be responsible for all Site Preparation & Civil Work (as outlined in the quote/proposal, site specific drawings and Site Prep Guide). Parking BOXX is not responsible for any Site Preparation & Civil Work unless specifically agreed in a separate, written agreement signed by both parties.

Terms of Quote and/or Proposal Supersede. In the event that a specific term in the offer, quote and/or proposal conflicts with a term listed herein, the term in the accepted quote/proposal shall supersede.

Delivery. Unless otherwise stated in the offer/quote/proposal, the timeframe for delivery and installation shall be the agreed upon timeframe or in the absence of a timeframe, 10-12 weeks, from receipt of purchase order and deposit payment and receipt of any other Customer Deliverables (including artwork approval and Merchant account creation). Blackout dates for installation are the last two weeks of each calendar year.

Payment Terms. Payment terms shall be 50% due at time of order & 50% due prior to shipping or paid to Technicians after Installation and System Acceptance. Upon receipt of the project balance payment, Customer shall receive a Welcome Package, which includes the keys and passwords for the Parking System.

Concierge Service. If the site does not go live immediately after installation, the quoted Concierge Service fee shall apply for a return trip. Going live without the Concierge Service may limit or void the Parking System warranty. Additionally, all Remote Support will be billable until Concierge Service has been completed.

FEES

Taxes & Shipping. If not specified in your quote/proposal, applicable taxes and shipping charges will be added at time of invoicing. If a Lift Gate is required on the delivery truck, please add \$200 to any quoted Freight & Handling charge.

Installation Agreement. Upon completion of any Customer Deliverables listed in the quote/proposal, Parking BOXX shall send an Installation Agreement to the Customer regarding the details of scheduling, including available dates, rules and fees for rescheduling and deficiency fees of \$250/hour + materials + 10%.

Merchant Accounts. Parking BOXX offers these options: In the USA: Option A: Customers may open the required Gateway & Merchant account via approved gateway; Option B: USA only: Customer may open a Parking BOXX sub-merchant account, which offers a rate of 2.9% + \$0.30 per transaction. In Canada, EMV/Interac shall be processed directly with Moneris.

VoIP Intercom. For Parking Systems with VoIP Intercoms, the VoIP Intercoms have 2 dialing options: 1. Call any North America phone/cell number. Includes initial time and date calling rule configuration; 2. Call a single Master Intercom Console via the local area network (LAN). The Master Intercom Console is a separate hardware purchase.

Cloud Fees. If applicable, Cloud Fees or Management Software Fees shall be specified in your offer/quote/proposal. Additionally, if Customer is unable to provide a hard-wired internet connection with Internet access for the LAN and Modem connectivity is required, this is not included unless a Modem and the associated fees have been quoted. In the USA, data plans are available and Customer shall be responsible for any misuse or abuse of data usage. In Canada, Customers are to provide a SIM card and data plan.

WARRANTY

General Terms and Conditions:

Start Date. The Warranty Start Date shall commence on the date Equipment ships from Parking BOXX or if the System is installed by Parking BOXX, then date on which the Equipment is, in the sole discretion of Parking BOXX, ready to be operational. Extended Warranty renewals shall be extended from the prior warranty end date. Warranty is valid only for the original purchaser of Equipment and is not transferable. Warranties contained herein are in lieu of all other warranties expressed or implied, including warranties of merchantability and fitness for a particular purpose and exclude all liability for incidental or consequential damages however caused.



If there is a recall or safety notice issued by Parking BOXX for a particular Component, notice shall be sent to Customer. All Warranties offered herein are subject to Limitations of Warranty set forth below. No employee or representative of Parking BOXX may modify the Warranty unless in writing signed by a Parking BOXX corporate officer.

Testing & Training. Testing with Support Technicians and participation in training is required to initiate your Warranty. It is the responsibility of the customer to confirm that network and any merchant accounts are fully tested and continue to be confirmed working.

STANDARD WARRANTY

Parts. Parking BOXX warrants that Equipment (other than items listed under WARRANTY EXCLUSIONS) shall be free from defects in materials and workmanship for one (1) year from the Warranty Start Date. Equipment deemed defective shall be repaired or replaced pursuant to the discretion of Parking BOXX, and replaced and repaired parts shall be sent to Customer on Customer's shipping account or be charged applicable shipping charges.

Labor. Factory labor for the repair or replacement of defective Parts is included at no charge for one (1) year from the Warranty Start Date. Labor for on-site Service Calls and Routine Maintenance is not included under the Standard Warranty. For one (1) year from the Warranty Start Date coverage also includes:

- Unlimited Remote Support & Training during Business Hours.
- Software Maintenance Releases.

Basic Troubleshooting. Equipment shall only be deemed defective and subject to Warranty coverage after the Customer has completed all basic troubleshooting steps as requested by Parking BOXX Technicians. To initiate warranty coverage, Customer is responsible for completing basic troubleshooting, including resolving paper jams, coin jams, bill jams, replacing items that require only a screwdriver or pliers, resetting power, plugging in cables and replacing chips, SIM cards & SD cards as necessary.

WARRANTY EXCLUSIONS: Warranties offered by Parking BOXX do not cover: proximity cards, barrier gate arms, vehicle loop detectors, consumables, or shipping costs. Please inspect all items upon receipt to report any shipping damage to shipper. For express shipments, damaged boxes should be refused. For freight shipments if damage is noticed, do NOT open the box but immediately take photos and send to support@parkingboxx.com. If such damage is not reported upon receipt, then neither Parking BOXX nor the shipper shall cover damage due to shipping. Further Parking BOXX does not warranty any work performed by telecommunication, electrical, or civil contractors selected by Customer. Parking BOXX also does not cover: third party items, not provided by Parking BOXX, such as RFID or hotel card readers, IT infrastructure, including but not limited to routers, Ethernet

cables, WiFi access points, etc.; local backup or recovery of Software or data; software reinstallation due to Customer's general computer related problems, such as viruses, new computer, or disk failure; updates or other changes required due to Merchant Processor requirements or Bill, Coin or other currency specifications; normal wear and tear, including repair and replacement of parts due to normal wear and tear; warranty support requests received after the expiration of the Warranty or where Customer has failed to reply to Parking BOXX Support emails or phone calls within five (5) business days; or damage due to acts of god or nature or vandalism.

VOIDING WARRANTY: Warranty coverage shall be void upon: improper use of product, abuse or misuse, including but not solely limited to the failure to use this product for its normal purposes or in accordance with Parking BOXX's instructions on usage and maintenance. Warranty may be voided upon, but not limited to the following circumstances:

- Connection to a faulty power source, a power source that surges or a power source or any other connection with incorrect voltage.
- Installation by an unauthorized service center.
- Use not consistent with the instructions and technical or safety standards prescribed in the product user manual.
- Alteration, modification, disassembly or unauthorized repair or attempted repair of Components.
- Usage of the product in conjunction with accessories that are not approved by Parking BOXX in writing.
- Customer or End User inflicted intentional or accidental damage or vandalism.
- Alteration, deletion, or removal of the serial number or manufacturer labels or security stickers.
- Failing to complete the required Concierge Service, Hardware Training and/or Software Training prior to making the parking system operational.

EXTENDED WARRANTY

Extended Warranties are only available to Customers who have Equipment installed and serviced exclusively by Parking BOXX and have an active Warranty & Maintenance Plan for that Equipment with Parking BOXX. Terms may be changed for renewals or extensions of Warranty coverage. If an Extended Warranty is requested for Parking Systems that have been installed or serviced by a third party, Parking BOXX reserves the right to inspect the Equipment and refuse the request or to refuse any request for an Extended Warranty for any reason. Only supported Equipment and Software qualify for Extended Warranty options.

----- End of Terms Fees & Warranty Document -----

Contact Us

800-518-1230

sales@parkingboxx.com

https://parkingboxx.com

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