

AGREEMENT
For
THE PURCHASE OF PROFESSIONAL SERVICES AND ANNUAL LICENSING AND
SUPPORT
Between
THE CITY OF COLUMBIA, MISSOURI
And
HUB Parking Technology USA Inc.
For
A HOSTED WEB VALIDATION PARKING SYSTEM

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "CITY"), and **HUB Parking Technology USA Inc.**, a **corporation** organized in the State of **Delaware**, and with authority to transact business within the State of Missouri, (hereinafter called "CONTRACTOR"), is entered into on the date of the last signatory noted below ("Effective Date"). CITY and CONTRACTOR are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY needs certain equipment, hardware, software, technical and professional services for enhancements to the HUB parking system as described more fully in CITY's Scope of Work (hereinafter referred to as "SOW"); and

WHEREAS, CONTRACTOR has submitted its proposal dated **October 27, 2019** (hereinafter referred to as "CONTRACTOR's Proposal") and pricing proposal dated **October 27, 2019** (hereinafter referred to as "Pricing Proposal") to CITY; and

WHEREAS, CONTRACTOR has made certain representations and statements to CITY with respect to the provision of such equipment, hardware, software, and services, and CITY desires to accept said CONTRACTOR's Proposal on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services And Performance Standards.

a. Scope of Services. The scope of work involves the professional and technical consulting services for the purchase of professional services and annual licensing and support for a hosted web validation parking system (hereinafter "Project"). The Project is more fully described in CITY's SOW, which is attached as Exhibit A, and in CONTRACTOR's Proposal and Pricing Proposal, which is attached as Exhibit B.

b. Prior to beginning any work on Project, CONTRACTOR shall resolve with CITY any perceived ambiguity in Project. CITY shall issue a written notice to proceed.

c. CONTRACTOR shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If CONTRACTOR fails to meet the foregoing standards, CONTRACTOR shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by CONTRACTOR's failure to comply with the above standard.

d. All equipment and materials provided by CONTRACTOR shall be new materials and equipment of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

e. If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, CONTRACTOR shall transfer the manufacturer's warranty to CITY. CONTRACTOR further warrants and certifies that any manufacturer's warranty may be transferred to CITY. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, CONTRACTOR shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by CITY or specifically stated in the Scope of Work, CONTRACTOR shall install the equipment or goods in the manner set forth by the manufacturer.

2. Addition Or Deletions To Services. CITY may add to CONTRACTOR's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. CONTRACTOR shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties.

3. Exchange Of Data. All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONTRACTOR without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. Personnel. CONTRACTOR represents that CONTRACTOR will secure at CONTRACTOR's own expense, all personnel required to perform the services called for under this Agreement by CONTRACTOR. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONTRACTOR. All of the services required hereunder will be performed by CONTRACTOR or under

CONTRACTOR's direct supervision. All CONTRACTOR's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

5. Term.

a. Professional Services. This term for the professional services shall commence on the date indicated above and shall terminate upon completion of the professional services.

b. Hosted Validation System. The "Term" of this Agreement shall commence on the Effective Date. Upon completion of the Professional Services, the term of the annual licensing and support of the hosted system shall commence (the "Commencement Date") and shall continue until the date that is one year following the Commencement Date. Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless the Agreement is terminated pursuant to the provisions of this Agreement.

6. Costs not to Exceed.

a. Pursuant to Exhibit B, the Parties have established a fixed sum of **eight thousand, three hundred forty dollars** (\$8,340.00) for CONTRACTOR's services as outlined in this Agreement. CONTRACTOR shall be required to keep track of the amount of hours billable under this Agreement at all times; and any work in excess of the fixed sum shall not be eligible for payment. CONTRACTOR shall notify CITY if CONTRACTOR anticipates that the contract amount may be exceeded, in order to determine whether or not CITY is prepared to increase the total compensation. CONTRACTOR shall establish a billing system showing the amount of money remaining on this Agreement which shall be shown in each monthly billing. It is expressly understood that in no event shall the total compensation and reimbursement to be paid to the CONTRACTOR under the terms of this Agreement shall exceed the amount set forth in this paragraph.

b. Annual Licensing and support fee. For the term of annual licensing and support, CITY shall pay CONTRACTOR four hundred ninety-nine dollars (\$499.00) per year.

7. Payment.

a. Conditioned upon acceptable performance. Provided CONTRACTOR provides the equipment, hardware, and software and performs the services in the manner set forth in paragraph 1 hereof, CITY agrees to pay CONTRACTOR in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to CONTRACTOR for services

rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

b. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONTRACTOR's receipt of said disapproval, CONTRACTOR shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONTRACTOR shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

c. CITY shall pay CONTRACTOR within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

a. Termination For Breach. Failure of CONTRACTOR to fulfill CONTRACTOR's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONTRACTOR by one of three different means: Facsimile Transmission ("FAX") if CONTRACTOR has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONTRACTOR; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to CONTRACTOR or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONTRACTOR under this Agreement prior to the date of termination. CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONTRACTOR.

b. Termination for Convenience. CITY shall have the right at any time by written notice to CONTRACTOR to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONTRACTOR shall immediately stop work. In such event CITY shall not be liable to CONTRACTOR except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONTRACTOR for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and

reports or other materials prepared by CONTRACTOR under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONTRACTOR. Anticipatory profits and consequential damages shall not be recoverable by CONTRACTOR.

c. Termination of Annual Licensing, Support and Hosting fees. CITY shall have the right to terminate the annual licensing, support and hosting fees, by providing CONTRACTOR with no less than thirty days written notice.

9. Conflicts. No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having such interest shall be employed.

10. Assignment. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.

11. Compliance with Laws. CONTRACTOR agrees to comply with all applicable federal, state and local laws, rules and regulations.

12. Employment Of Unauthorized Aliens Prohibited. CONTRACTOR agrees to comply with Missouri State Statute section 285.530 in that CONTRACTOR shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CONTRACTOR shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONTRACTOR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONTRACTOR shall require each subcontractor to affirmatively state in its contract with CONTRACTOR that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONTRACTOR shall also require each subcontractor to provide CONTRACTOR with a

sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. CONTRACTOR agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and CITY, and CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

14. Insurance. CONTRACTOR shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CONTRACTOR is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. Workers' Compensation & Employers Liability. CONTRACTOR shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. CONTRACTOR shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. CONTRACTOR may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten thirty (30) days prior to the Effective Date of the Agreement between the CONTRACTOR and CITY. CONTRACTOR is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within ten (10) business days. CITY reserves the right to request a copy of the policy.

f. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONTRACTOR fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONTRACTOR and/or CONTRACTOR's employees and/or CONTRACTOR's subcontractors in the performance of this Agreement.

15. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, CONTRACTOR shall indemnify the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) assessed by a court and arising by reason of any act or failure to act, negligent or otherwise, of CONTRACTOR, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with CONTRACTOR or a subcontractor for part of the services), of anyone directly or indirectly employed by CONTRACTOR or by any subcontractor, or of anyone for whose acts CONTRACTOR or its subcontractor may be liable, in connection with providing the equipment,

hardware, software, and these services. This provision does not, however, require CONTRACTOR to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

16. No Waiver Of Sovereign Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

17. Professional Oversight Indemnification. CONTRACTOR understands and agrees that CITY has contracted with CONTRACTOR based upon CONTRACTOR's representations that CONTRACTOR is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, CONTRACTOR agrees to, as assessed by a court of law, indemnify CITY from any and all claims, settlements, and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise CONTRACTOR.

18. Professional Responsibility. CONTRACTOR shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If CONTRACTOR fails to meet the foregoing standard, CONTRACTOR shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CONTRACTOR's failure to comply with above standard, and which are reported to CONTRACTOR within one (1) year from the completion of CONTRACTOR'S services for the Project.

19. Governing Law And Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

20. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

21. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City Purchasing Agent
Finance Department
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015
Telephone: (573) 874-7375

If to CONTRACTOR:

HUB Parking Technology USA Inc
761 Commonwealth Drive
Warrendale, PA 15086

With a copy to:

City of Columbia Public Works
Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director Dave Nichols

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

22. Public Records Act. CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONTRACTOR agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

23. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

24. Software Licenses And Data Security.

a. Data Security. CONTRACTOR and its software shall comply with the requirements of this subsection. CONTRACTOR shall require its subcontractors or third party software providers to at all times comply with the requirements of this subsection.

1. CONTRACTOR further covenants that any data entered into the software from CITY, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either CITY or its

customers or users of the Software. CONTRACTOR shall not sell or give away any such City Data. Notwithstanding the foregoing, if CITY enters into a contract with a payment processor to transfer data collected using the HUB equipment and software outside the United States of America, such transfer shall not be considered CONTRACTOR's breach of this covenant.

2. CONTRACTOR shall maintain the security of City Data and that of CITY's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.
3. No Harmful Code. CONTRACTOR warrants that the Software does not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent.

25. PCI Compliance. If any Software module or Software upgrade includes the storage, processing, or use of credit cards and/or debit cards, CONTRACTOR shall comply and shall warrant that the CONTRACTOR's software and services (including any modifications, customizations or interfaces) comply with the Payment Card Industry (PCI) Data Security Standards and the rules and regulations of payment card industry organizations including Visa, MasterCard, Discover, and any other applicable payment card industry organizations. CONTRACTOR shall further warrant that such software and/or modules be in compliance with Good Financial Industry and Accounting Practices; SAS70 auditing standards; NACHA (The Electronic Payments Association) Operating Rules; and the CITY's Red Flag Policy as applicable. CONTRACTOR shall further require that any subcontractor's software, modules, or upgrades be in compliance with this section in its contracts with those subcontractors or third party software providers if they are applicable to this locations Contractor software. Contractor will not be responsible for the ongoing Compliance of 3rd party integrations

specifically payment processors. Compliance is required to be maintained with all listed applicable regulations, standards, etc. as they are updated and modified over the time period of the agreements. CONTRACTOR shall notify CITY promptly of their failure or subcontractor's failure to maintain such compliance. In addition to CONTRACTOR's hold harmless agreement, CONTRACTOR shall be required to bear the cost of any fees, penalties, or costs accrued to CITY because of such failure to maintain such compliance.

26. ADA Compliance. All public facing portions of CONTRACTOR's equipment, software, and hardware shall comply with the requirements of the Americans with Disabilities Act and comply with the requirements of any rules or regulations of the federal, state, or local government related thereto.

27. Nature of CITY's Obligations. All obligations of the CITY under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

28. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

Exhibit:

A CITY's SOW

B CONTRACTOR's Proposal and Pricing Proposal

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

29. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONTRACTOR's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.


CITY OF COLUMBIA, MISSOURI



By: _____
John Glascock, ~~Interim~~ City Manager


Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor 

(Seal)

HUB Parking Technology USA Inc.

By: 
Mike Brunette - Director

Date: 07 JAN 2020

ATTEST:


By: 
Name: John Corvelli

Exhibit A: CITY's Statement Of Work

City of Columbia Parking Utility Scope of Work: HUB Parking Technology USA, Inc. Hosted Web Validation Parking System

The installation of the HUB gate arms system will require hourly parkers in the six (6) City of Columbia municipal parking garages to pull a ticket to enter the garages and the ticket will then serve to track the time spent parking. Parkers will use the ticket to pay for the time they park before leaving the garage. If the ticket has not been paid, parkers will not be allowed to leave the garage unless they pay a lost ticket fee or utilize the intercom system for assistance.

The City of Columbia Parking Utility currently has a number of customers for which the hourly parking fee is waived for individual users. These customers include:

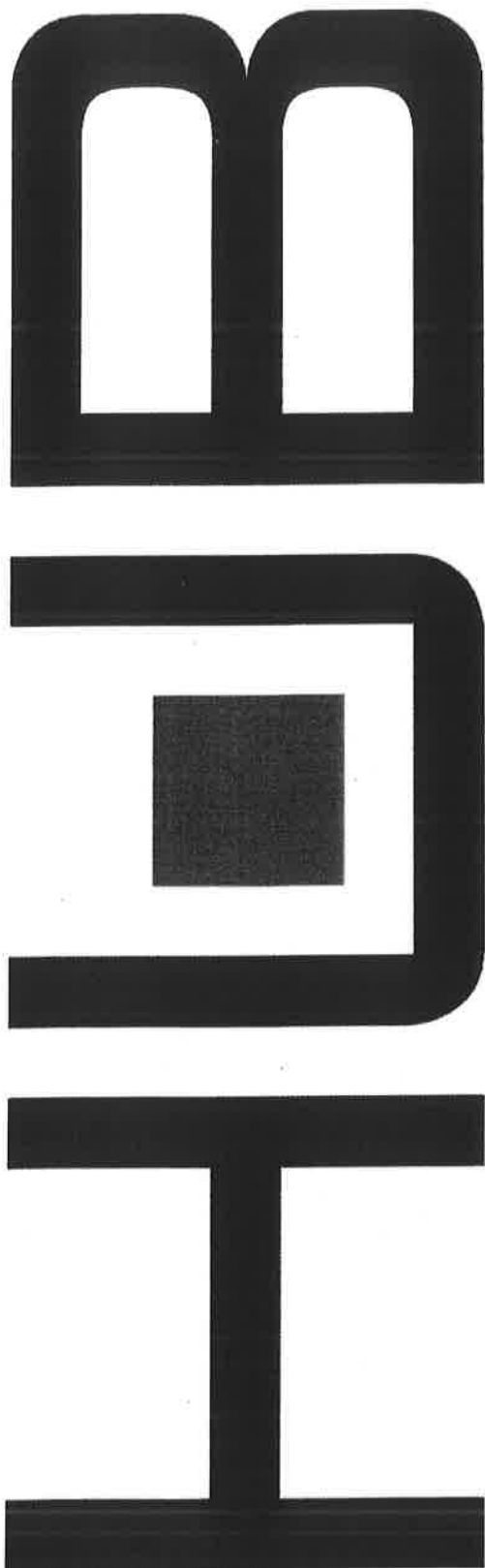
- The Boone County Courthouse, which pays for individual jurors to park in either the City's Plaza or 5th and Walnut parking garages;
- The Broadway Hotel, which provides parking in the City's Short Street garage to hotel guests;
- The City's Human Resources Department, which provides parking in the City's Plaza garage for employees attending staff orientation or training;
- The City's Boards and Commissions, whose commissioners are provided parking in the City's municipal garages;
- Parking is also provided to University of Missouri guests and guests for various City events and special meetings.

The HUB Web Validation Parking System is a mechanism by which to provide validated parking (parking that is free to the user) to the above described individual hourly users, and to then charge reimbursement fees to the organizations that are providing the parking to their patrons. It is a system that requires less labor and paper printing than the alternative, which requires the Parking Utility to pre-print validated tickets (tickets for which there are no fees) and to distribute to the above listed entities for provision to their clientele. Rather, the Web Validation Parking System will allow the Parking Utility to assign user names and passwords to allow the different entities to access the system and validate their clients' parking tickets as needed. The Parking Utility can track the number of validated tickets used by each entity on a monthly basis and bill accordingly. The utility expects that the Web Validation System will provide a streamlined process for the provision and tracking of free parking tickets to users.

The Columbia Parking Utility expects the following from HUB Parking Technology USA, Inc. as part of the purchase of its Hosted Web Validation System:

- Access to the HUB Web Validation System website for the use of up to 200 individual users to be assigned by the Parking Utility;
- Initial Web Validation System software installation and training for Parking Utility staff;
- Annual support, including the hosting of the system, software upgrades, remote technical support and additional training when requested.

Exhibit B: CONTRACTOR's Proposal and Pricing Proposal



City of Columbia MO

Quote Number: LIFMQ5168-01

Date: 10/27/2019

Parking
Technology



Lazar Milanov

Regional Account Manager

844-482-PARK(7275) Ext. 5401

lazar.milanov@hubparking.com

HUB Parking Technology

a Business Unit of the FAAC Group

HUB Parking Technology USA, Inc.

627 N Albany Avenue, Suite 141

Chicago, IL 60612

www.hubparking.com

Sold To:		Ship To:		Bill To:	
City of Columbia MO Leah Christian 701 E Broadway P.O. Box 6015 Columbia, MO 65205		City of Columbia MO Leah Christian 701 E Broadway P.O. Box 6015 Columbia, MO 65205		City of Columbia MO Leah Christian 701 E Broadway P.O. Box 6015 Columbia, MO 65205	
Presented By		Valid Through		Ship Via	
Lazar Milanov		12/26/2019		Best Way	
				Terms	
				50/40/10	

Qty	Item	Description	Unit Price	Ext. Price
		Proposal for installing Web validation with up to 200 users		
1	WEB VAL-LW	Web Site One-time set-up fee Small/Medium Location < 200 merchant accounts.	\$4,500.00	\$4,500.00
1	WEB VAL-Host-S	Annual Licensing and Support Fee: (includes: ASP.NET hosting, Domain Name, 1 Static IP address, SSL Certificate, HUB Support)-Small / Medium	\$499.00	\$499.00
1	DPLABOR	Remote Installation: Software set up ,Labor, Training.	\$3,840.00	\$3,840.00
		Running SubTotal		\$8,839.00

NOTES

This quotation covers costs that are presently ascertainable. HUB Parking Technology reserves the right to amend this quotation if any unforeseen work is found to be required during the execution of the above scope. This quotation is valid for 60 days.

All payments shall be sent to:
HUB Parking Technology USA Inc.
761 Commonwealth Drive
Warrendale, PA 15086

SubTotal	\$8,839.00
Tax	\$0.00
Shipping	\$0.00
Total	\$8,839.00

APPROVED

APPROVED

Authorized Signature Date

Authorized Signature Date

Name Title

Name Title