



Ahead of the Curve  
in creative parking solutions

REQUEST FOR PROPOSAL  
PW#04-16-06

CITY OF ALAMEDA  
PARKING FACILITY

MANAGEMENT OF  
PARKING FACILITY

APRIL 2016



**WALKER**  
PARKING CONSULTANTS

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The City of Alameda  
Through  
Walker Parking Consultants  
Request for Proposal PW# 04-16-06  
Parking Management Services

## 1.0 INTRODUCTION

### 1.01 REQUEST FOR PROPOSAL ANNOUNCEMENT

The City of Alameda (the "Owner") through Walker Parking Consultants (Walker) is soliciting proposals from qualified firms to provide parking management services for the parking facility intended to serve the Commercial Downtown, which resides at 1416 Oak Street, in Alameda, California.

The successful proposer (Operator) will be awarded an Agreement to provide parking management services for the Facility and related parking assets for a term of two-(2) years.

The required parking management services will consist of administration and management of daily, monthly, and event parking for this self-park facility, as specified in this Request for Proposal (the "RFP").

Walker is managing the RFP process as the Owner's designated representative and consultant. All questions regarding the RFP must be submitted in writing via e-mail to:

Jonathan Wicks  
Walker Parking Consultants  
Parking Operations Consultant  
[jonathan.wicks@walkerparking.com](mailto:jonathan.wicks@walkerparking.com)

Questions are due by 5:00 p.m. (PST) on April 19, 2016; questions will not be accepted after this date and time. Written answers to questions will be provided to the registered participants in the form of an Addendum that will be issued on or about April 20, 2016.

Owner and/or Walker will not be responsible for any costs incurred in the preparation and submittal of proposals. Furthermore, all proposals and materials submitted will become property of Owner and will not be returned. Owner reserves the right to reject any and all proposals in whole or in part, to negotiate with all, some or none of the Operators and award an agreement to an Operator whose proposal is most advantageous to Owner.

All information and materials contained in this document or furnished by or on behalf of Owner are provided without representation or warranty as to the accuracy, completeness or otherwise, and are provided to potential Operators without any

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recourse whatsoever. Each Operator is responsible for independently verifying any information to its own satisfaction.

## 1.02 BACKGROUND INFORMATION

Alameda is a town of over 75,000 people with a thriving downtown commercial district on the Eastside of San Francisco Bay. Major businesses in the area include the Alameda Theater, as well as numerous independent restaurants and businesses along Park Street and Central Avenue. Having emerged strongly from the recession, the City wishes to evaluate current parking market conditions with an RFP for third party parking management services.

The commercial district is served by a parking structure (the "Facility") built by the Community Improvement Commission in 2008 and now owned and maintained by the City. In addition to the parking structure located within the commercial district, surface parking lots surround the downtown and accommodate permitted monthly parkers and daily parkers seven days a week.

The Facility contains about ±341 self-park spaces as shown in *Exhibit A*. The following provides a brief description of the Facility:

1. **Civic Center Garage (1416 Oak Street)**, a six-level parking garage that will primarily serve Alameda Theater, monthly permit, and daily parkers; one ground and five supported levels that contain a total of ±341 spaces with entry/exit access from Oak St.

The Owner is interested in selecting a third-party professional Operator to manage and operate the Facility in a safe and cost efficient manner subject to the terms and conditions required by Owner.

## 1.03 PARKING MANAGEMENT AGREEMENT – BASIC TERMS

The terms and conditions of the anticipated Parking Management Agreement (the "Agreement") by and between Owner and Operator are set forth as follows:

- a. Term: An initial term of two-years. Owner will retain the right to extend the term of the Agreement for three additional two year periods at Owner's sole discretion.
- b. Scope of Work: Operator will provide all necessary materials, staff, expertise and services required to carry out the required Scope of Services outlined in this solicitation.
- c. Compensation: As compensation for services rendered, Owner will pay Operator a base management fee.
- d. Cost of Operations: Owner will reimburse Operator for only those direct labor costs and direct expenses proposed on *Form A*, to the extent that same are reasonably necessary for the efficient operation of the Facility and are actually

paid or incurred in the performance of Operator's obligations under the Agreement.

- e. Capital Improvements: During the Term of the Agreement, certain capital improvement projects may occur that are originated and financed by Owner. Operator may be required to adjust staffing schedules and/or operating methodologies to accommodate these types of projects from time-to-time during the Term.

## 2.0 RFP SCHEDULE

The following schedule is a guide for implementation of the RFP (dates and times are approximate and subject to change).

a. RFP Document Issued to Prospective Bidders	April 8, 2016
b. Pre-bid Conference and Site Tour	April 18, 2016
c. Written Questions Due	April 19, 2016
d. Addendum Issued	April 20, 2016
e. Proposals Due	April 29, 2016
f. Oral Interviews by Short-listed Bidders (tentative)	May 4, 2016
g. Contract Award (tentative)	May 25, 2016
h. Commencement Date (tentative)	July 1, 2016

### 2.01 CONFERENCE AND SITE TOUR

The **MANDATORY** pre-proposal conference will be held at 11:00 AM on Monday April 18, 2016 at City Hall Room 360 at 2263 Santa Clara Avenue, followed by a walking tour of the Facility. The following list of items pertains to the conference and site-tour criteria:

1. The purpose of the conference and tour is to discuss the requirements and objectives for the Facility as defined herein.
2. Operators are requested to submit a list of persons that will attend via e-mail to [jonathan.wicks@walkerparking.com](mailto:jonathan.wicks@walkerparking.com). In an effort to keep the number of attendees manageable, please limit the number of attendees from your firm to two (2) individuals.
3. Questions that arise during the conference should be submitted in writing via e-mail on or before 5:00 PM (PST) on April 19, 2016 to [jonathan.wicks@walkerparking.com](mailto:jonathan.wicks@walkerparking.com). Owner may at its sole discretion provide answers to such questions to all bidders by Addendum.
4. Any changes to the requirements contained herein that result during the course of the RFP will be made by Addendum.
5. Operators should not rely upon oral statements made by Owner's representative and/or Walker during the pre-proposal conference.
6. Operators are **REQUIRED** to attend as a condition of submittal.

### 3.0 SCOPE OF SERVICES

This section provides a summary of the essential requirements for the Facility, which will be further detailed in an Agreement by and between Operator and Owner. Operator will enter into an Agreement substantially in the same form as the Sample Management Agreement included with this document.

During the hours of operation established by Owner for the Facility (*Section 3.06*), Operator will manage, operate, direct and supervise a first-class public parking operation throughout the Term of the Agreement. Services to be provided by Operator in connection therewith will include without limitation the following:

- a. Management and operation of the Facility, including supervision of the parking and circulation of vehicles inside the Facility, administration and monitoring of access control credential use;
- b. Collection of and accounting for all cash and other payments from any source derived from the use of the Facility, including sums payable with respect to daily and monthly parking fees, events, and outside contracts;
- c. Operation and maintenance of the parking access and revenue control system (PARCS) equipment installed at the Facility;
- d. Employment of such parking attendants and other personnel for the management and operation of the Facility;
- e. Management of event parking and validation sales;
- f. Maintenance of accounting records of all income and expenses related to the management and operation of the Facility;
- g. General maintenance and janitorial services to ensure the Facility represents a first-class parking facility;
- h. Maintenance of Electric Vehicle Charging Stations (EVCS);
- i. Coordination with selected vendor for implementation of upgraded PARCS (the hardware and software may be procured and installed by Owner prior to the award and commencement date), including possible participation as a non-voting member of the selection committee;
- j. Coordination with City of Alameda Parking Enforcement efforts in the Facility on a daily basis; and
- k. Periodic consultation with Owner on matters relating to the management and operation of the Facility, including providing Owner with recommendations regarding how to increase the efficiency and lower the cost of parking operations as well as transportation demand management.

#### 3.01 APPLICABLE CONDITIONS

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All net operating revenues from the operation are committed to the long term maintenance of the Facility pursuant to agreements between Owner and the City. Other applicable conditions will include, but not be limited to the following:

- a) Security, including camera coverage, will be provided by Owner;
- b) Operator will not have rights to install advertising signage or messaging inside or around the Facility.

### 3.02 ADDITIONS AND DELETIONS

Owner will have the right during the Term to modify the Facility on a temporary or permanent basis for any reason including, but not limited to the following:

- a. To provide additional parking spaces;
- b. To repair one or more sections of the Facility;
- c. To increase the number of spaces available for parking by acquisition or devotion of additional land, redesign, restriping or otherwise;
- d. To decrease the number of spaces or close the Facility for any purpose; or
- e. To convert all or part of the Facility to another use.

Operator will work with Owner to accommodate these changes in its operation of the Facility. Operator will also update the general Operation and Maintenance Plan (*Form D*) to accommodate any permanent changes; the revised general Operation and Maintenance Plan will be subject to approval by Owner.

### 3.03 MAINTENANCE REQUIREMENTS

Operator will maintain the Facility in a clean and safe condition consistent with other first class parking operations. Maintenance requirements will include daily policing of common areas, garbage and trash removal, maintenance of the parking access and revenue control system (PARCS) equipment and signage. Operator's responsibilities will also include but will not be limited to the following:

- a) Graffiti removal from throughout the Facility within two (2) hours of any incidents, as required;
- b) Maintenance of the painted walls, floors and ceilings of the Facility, as needed;
- c) Annual degreasing and re-striping of parking levels as directed;
- d) Maintenance of stairwells, elevator cabs, and elevator lobbies within the Facility;
- e) Maintenance and replacement of luminaires as needed; and
- f) Power sweeping no less than monthly and power washing on a bi-annual basis.

All maintenance services provided by Operator will be subject to Owner review, inspection and verification of any and all activities and reporting requirements at any time without notice.



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### 3.04 USE OF PARKING FACILITY

Operator will manage, operate and maintain the Facility as a parking facility for vehicles in accord with guidelines set forth by Owner. Operator will not use the Facility for purposes other than those required under the Agreement. Owner reserves the right to itself and others for supplementary and complimentary uses, including other revenue generating activities, at Owner's sole discretion.

### 3.05 OUTSIDE CONTRACTS

Operator agrees that if any related entity or subsidiary of Operator is contracted to provide valet parking services for any entity (i.e. hotel, restaurant or front door) in the vicinity of the Facility during the Term of the Agreement ("Outside Contracts"), Operator will promptly discuss such Outside Contracts with Owner and, at Owner's request, will make every effort to store vehicles related to said Outside Contracts within the Facility for a mutually agreed upon daily fee proposed by Operator and approved by Owner. Operator will provide Owner with a copy of all agreements governing said Outside Contracts, and all revenue generated for the Facility from the storage of Outside Contract vehicles will be itemized and included on the monthly operating statement provided to Owner.

If Operator fails to comply with the terms and conditions of Section 3.05, Operator will remit as liquidated damages to the Owner, an amount equal to three (3) times the lost revenue resulting from failure to comply.

### 3.06 HOURS OF OPERATION

Owner will reasonably determine the hours of operation, which may be revised from time-to-time by Owner. Unless otherwise notified, the hours of operation will be as follows:

- a. Seven (7) days per week, three hundred and sixty-five (365) days per year;
- b. Monday through Sunday from 12:00 AM until 11:59 PM;
- c. Paid parking Monday through Saturday from 9:00 AM until 5:00 PM only, excluding holidays; and
- d. On special event dates, hours of operation may be restricted to public parking when requested by Owner on behalf of itself or another business entity.

### 3.07 PARKING RATES

The parking fees charged by Operator will be determined and regulated solely by the Owner with recommendations from Operator. Operator will provide a "Market Survey and Analysis" of parking rates at competing facility to Owner for review on an annual basis throughout the Term and any extensions. The analysis will include the daily and monthly fees charged at competing locations, as well as any recommended rate

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changes prescribed by Operator and the supporting rationale for the recommended change.

Operator will collect parking fees in accordance with the approved fee structure. Collection of fees not in conformance with the approved rates will constitute a breach of contract and may result in immediate termination of the Agreement.

### 3.08 STAFFING

Operator will provide in its submittal, a company organizational chart and resumes for the key staff members proposed to manage the Facility. Operator's designated Supervisor will maintain the responsibility for oversight of the Facility and will remain on-site, acting as the single point of contact between Owner and Operator during the Term. Operator will also provide Owner with pertinent contact information for a minimum of one local staff member that will be available 24/7 for emergency and operational needs.

Operator will provide sufficient staffing to perform the services outlined in the RFP. To ensure a fair evaluation of the submittals, Operators are requested not to deviate from the number of staff members and annual number of hours included in its proposed staffing schedule. While the actual level of staffing at the Facility may be fluid and subject to change based on weekly activity, to ensure competitive pricing, Operator's proposed hours and hourly rates will be used to complete *Form A*.

All on-site staff members will be trained in daily operations as well as in customer service. Uniforms will be provided to all staff members with name tags or badges that clearly state the company name and the staff person's name. Operator and its staff will conduct themselves in a helpful courteous manner toward Owner and its customers at all times. Owner retains final approval of all staff assigned to subject facility, and from time to time, may ask for staff to be reassigned based on performance or other basis.

Operator and its sub-contractors will comply with all Owner's standards and requirements for employees including the completion of standard background and motor vehicle checks on each employee of the Facility. Owner reserves the right to require Operator to provide additional or alternative personnel or to modify its operating procedures if, in the sole discretion of Owner, Operator's management of the Facility creates congestion, interferes with traffic circulation or causes material inconvenience for event, resident, hotel, daily and/or monthly customers.

### 3.09 REPORTING

Operator will provide for accounting purposes, within fifteen (15) days after the end of each accounting month, a detailed written statement of the gross revenues collected from transient, monthly, outside contract and other parking related income, management fees earned and the operating expenses incurred during the preceding month. Operator will also provide daily and monthly reports on maintenance, customer service, incident, accident, occupancy and other reports as may be required by Owner. Operator will submit a detailed list of accounts receivable (if applicable), monthly permit

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audit and approved no charge monthly accounts, along with any other management reports reasonably deemed necessary by Operator and Owner in accordance with the Agreement. Monthly report will include a summary of Budget to Actual revenue and expense comparison of line items and explanations for any variations from the approved Budget.

### 3.10 CUSTOMER COMPLAINTS

Operator will have a methodology for handling customer complaints and reporting the nature and reasonable disposition to Owner. Contact information for handling customer complaints and questions will be posted in clear view within the Facility.

At Owner's discretion, Operator may be required to train staff on use of Owner's customer relationship management software. In any case, prompt response to complaints and documentation of respondent activity is required at all times.

### 3.11 COST OF OPERATIONS

Owner will reimburse Operator for those direct labor costs and direct expenses that are reasonably necessary for the efficient operation of the Facility. Reimbursement of direct expenses will be only to the extent that same are actually paid or incurred by Operator in the performance of its services for the Facility, as proposed on *Form A* and contained in the approved operating budget included in the Agreement.

Such operating expenses will include the aggregate of salaries and wages, payroll taxes, workers' compensation insurance, health, welfare and pension, and retirement benefits and other funds that Operator is required to pay in accordance with governmental regulations, a Collective Bargaining Agreement or Operator's employee benefits program for the personnel exclusively engaged in the management and operation of the Facility, general liability and garage keeper's legal liability insurances, supplies, signs, general facility maintenance, business license and related fees, and all other necessary and reasonable direct costs related to the services provided.

Notwithstanding the above, Operator will invoice Owner for salaries at the overtime premium rate only when overtime premium services have been specifically authorized in writing in advance by Owner. If an open position must be temporarily filled by Operator with a fully trained parking attendant not regularly assigned to the Facility and the attendant's prior work schedule requires payment at an overtime premium rate, Operator will compensate the attendant at the appropriate rate of pay, but will invoice Owner only at the attendant's regular straight-time rate of pay.

Operating expenses will not include any payments to affiliates of Operator exceeding an amount that would have been paid to a third-party for similar services, nor will operating expenses include Operator's general overhead expense or any of the following:

- a. Administrative and related costs and expenses incurred in the operation of the Facility or other operations of Operator, as they are incurred in the general

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- management of the affairs of the Facility or Operator's other operations, including the monitoring of the operation and management of the Facility;
- b. Maintenance of the general books and records of Operator;
  - c. Office supplies and equipment used by Operator that are not used exclusively for the Facility;
  - d. Payroll markups by Operator, telephone, computer, data processing fees (excluding payroll processing fees), administrative mark-ups and/or travel expense related to the management of the Facility (except for the direct cost of telephone located at the Facility); and
  - e. The cost of compensation for any personnel above the level of Garage Manager working at the Facility in any capacity other than as a full or part-time employee with direct responsibility for the Facility.

### 3.12 MARKETING

Operator will not be responsible for providing marketing material used to market the services provided at the Facility. Operator will comply with marketing efforts of Owner.

### 3.13 SIGNAGE

Operator will not install any signage or modify any existing signage without Owner's prior written consent, which Owner may give, deny or condition in Owner's sole discretion.

### 3.14 START UP COSTS

Operator will provide a list of start-up costs deemed necessary for commencement of operation, and the proposed start-up costs will be detailed on the appropriate form provided herein (*Form F*). Operator should indicate its willingness to purchase startup items with its own funds and recover the cost from the operating account on a schedule agreed upon by Owner and Operator.

## 4.0 MANAGEMENT FEE AND INSURANCE

### 4.01 MANAGEMENT FEE STRUCTURE

Owner will pay to Operator compensation based upon the annual dollar amount proposed for the Facility and included on *Form E*.

### 4.02 INSURANCE

At all times during the Term, Operator will maintain policies of insurance as required in *Section 20* of the sample Parking Management Agreement.

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### 4.03 DESIGNATED REPRESENTATIVE

Owner has designated a representative for contract matters who will act as the primary point of contact with Operator's project representative. The designated representative listed below will manage the Agreement on behalf of Owner.

Ms. Liz Acord  
Management Analyst  
City of Alameda Public Works  
950 West Mall Square #110  
Alameda, CA 94501

## 5.0 SUBMITTAL REQUIREMENTS

Response to this RFP will be submitted via email to Liz Acord, Management Analyst, at [lacord@alamedaca.gov](mailto:lacord@alamedaca.gov) no later than 5:00 PM on Friday April 29, 2016 or via mail, postmarked by April 29, 2016, to City Hall West, Public Works Department, ATTN: Liz Acord, 950 West Mall Square, Room 110, Alameda, CA 94501. Hard copy responses will be submitted on standard 8½" x 11" single-sided letter size paper, bound vertically on the left side with printed material on one side only. Electronic responses will read as same. The use of expensive and elaborate materials is not necessary. Submittals will be limited to the format and forms provided herein and should exclude boilerplate material whenever possible. All submittals will become the property of Owner and no materials will be returned.

A complete proposal as specified in this RFP must be submitted in the number of copies specified in *Section 5.02*. Documents with original signatures should be clearly labeled as such; failure to comply with any instructions contained in the RFP may be cause for rejection of the submission. Owner reserves the right to accept or reject any and all submittals or parts thereof.

### 5.01 PROPOSAL AND QUALIFICATIONS

Owner seeks a qualified professional Operator that has the experience, manpower and financial resources needed to perform the full range of parking services described in this RFP. Only those Operators (principals, management and operating team) who demonstrate at least five consecutive years of experience providing parking management services for locations of size and volume commensurate with the Facility will be considered qualified. Operators are required to submit a proposal answering each and every question and request for information included on the enclosed *Forms A through F* including, but not limited to the following material.

#### 5.01.1 COVER LETTER

The cover letter will contain a commitment to provide the services described in this RFP as well as the name and signature of a representative Operator authorizes to negotiate an Agreement with Owner.

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### 5.01.2 TABLE OF EXCEPTIONS

Operator must state whether its proposal does or does not fully comply with the requirements as defined in this solicitation and will provide a detailed list of exceptions to the Scope of Services, sample Management Agreement or any other requirements of the RFP, including all exhibits, forms and appendices. The exceptions list will be in table form and identify the page, section number, provision and specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in Owner assuming compliance. Changes to the sample Management Agreement may not be considered or negotiated if not submitted as part of Operator's proposal. Owner, at its sole discretion, may modify or reject any exception or proposed change.

### 5.01.3 PROJECT APPROACH

The following items will be discussed in detail and included on *Form B* of the submittal.

- a. A history of the firm, its structure, skill and experience in managing self-park parking operations. The same information should also be provided for each proposed sub-contractor (if any) that will be engaged to complete any of the proposed scope of work.
- b. Three (3) references with recent knowledge of Operator's work. By providing references, Operator agrees Owner may contact each reference provided by Operator and may contact such other references as Owner may identify independently.
- c. Resumes for key staff members proposed as the parties responsible for each aspect of the scope of work and your firms' designated primary contact. Key employees whose positions require licensing by any government agency must hold current licenses. Subsequent replacements for key employees must have equivalent qualifications.
- d. Summary of Operator's financial resources and stability.
- e. List and briefly describe any legal action during the past three years in which your firm or any team member has been i) a debtor in bankruptcy, ii) a defendant in a lawsuit for deficient performance, iii) a respondent in an administrative action for deficient performance, and iv) a defendant in any criminal action.

## 5.02 FINANCIAL PROPOSAL

Operators will state their proposed two-year Operating Expense budget for the Facility by completing and submitting *Forms A, E and F* in the Excel format provided. **A completed Excel file must accompany each written proposal submitted and all forms will designate Operator by name on each individual form.**

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Proposals submitted to Owner's representative designated in *Section 4.03* will be electronic, or hardcopies with one original and three copies. An electronic PDF copy of the proposal and an Excel file will also be submitted to Owner and Walker; **do not submit hard copies of the proposal to Walker**. Proposals will include each of the following items unless otherwise specified.

1. Cover Letter, signed by a duly authorized representative of Operator
2. Table of Exceptions,
3. Form A - Proposed Operating Budget – Three-Years (Excel file)
4. Form B - Background and Reference Information,
5. Form C - Authorization for Release of Information,
6. Form D - Operation and Maintenance Plan,
7. Form E - Management and Other Fees (Excel file),
8. Form F - Start-up Costs (Excel file),
9. Form G - Proposed Staffing Schedule (Excel file).

### 5.03 ALTERNATE PROPOSAL

If in addition to a proposal that complies with the requirements of the RFP, Operator believes it beneficial to Owner to deviate from the requirements set forth herein or to propose an alternative method for providing the required services or to provide different services, such deviations, submissions or alternatives will be presented as an "Alternate Proposal".

The alternate proposal will be clearly marked as an "Alternate Proposal" and in a manner such that it is clearly distinguishable from the proposal that complies with the requirements of the RFP. The Alternate Proposal will explain in full detail the nature and extent of the proposed deviations from the RFP requirements and the consequent impact of each proposed deviation on the pricing and commercial requirements and dates for performance of the Services or any other aspect of the RFP on an item-by-item basis. Such deviations, if any, will be clearly identified and contained in a separate Alternate Proposal devoted explicitly to that purpose.

Any Alternate Proposal will provide a detailed list of exceptions to the Scope of Services, sample Management Agreement or other RFP requirements including all exhibits, forms and appendices. The list will be in table form and identify the page, section number, provision and the specific exception, deviation and/or substitute language proposed. Review, consideration, clarification, negotiation and/or discussion of any Alternate Proposal will be at the sole discretion of Owner.

### 6.0 EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated by Owner, who reserves the right to make an award or choose not to award any Operator, in Owner's discretion. Evaluation will be based on the written proposal content as well as the operating expense budget proposed for the

Facility. Submittals will be evaluated by evaluation committee members using the following criteria.

- a. Proposal with the best presentation of base management fee and operating expense budget for providing the services outlined in the RFP.
- b. Comprehensiveness of the proposed services with regard to the requirements of the RFP, including but not limited to the proposed operating methodology and maintenance plan submitted by Operator.
- c. Operator's credentials including demonstrated financial stability, similar experiences and quality of the references provided.

Owner reserves the right to reject any or all proposals or parts thereof as deemed necessary for any reason. In addition, Owner reserves the right to make an award to the sole responsible Operator whose offer best conforms to the requirements of the RFP and is most advantageous to Owner.

Owner retains the right to require additional information, including revised pricing information from any Operator, to determine the veracity of the information in its proposal. A proposal found to be based on inaccurate or misrepresented information may be dismissed from consideration.

Operators in the competitive range and in contention for negotiations or contract award may be required to make an oral presentation and submit a "Best and Final" offer to manage the Facility. Failure to report for an oral presentation or to submit a "Best and Final" offer will be cause for dismissal from consideration.

After determining Operators within the competitive range, Owner may conduct negotiations with those Operators to discuss deficiencies in their proposal and to ensure the Operators fully understand all requirements and have or can obtain the required equipment, personnel, materials, insurance and /or services.



## EXHIBITS

- Exhibit A - Aerial Rendering of the Site



## FORMS

- Form A – Proposed Operating Budget -Two Years (Excel file)
- Form B – Background and Reference Information
- Form C – Authorization for Release of Information
- Form D – Operation and Maintenance Plan
- Form E – Management and Other Fees (Excel file)
- Form F – Start-up Costs (Excel file)
- Form G – Proposed Staffing Schedule (Excel file)



**FORM A – PROPOSED OPERATING BUDGET TWO YEARS (EXCEL FILE PROVIDED)**

Operator: \_\_\_\_\_ Operator's Name \_\_\_\_\_ Spaces 341

Form A - Proposed Operating Budget (Two-Year)				
Salaries and Wages <sup>(1)</sup>		Consolidated	Year One	Year Two
General Manager	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub- Total - General Manager		-	-	-
Assistant Managers	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub- Total - Assistant Managers		-	-	-
Lead Attendants	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub- Total - Lead Attendants		-	-	-
Attendants	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub- Total - Attendants		-	-	-
Customer Service/Cashier	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub- Total - Cashiers		-	-	-
<b>Sub-Total - Salaries and Wages</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Total - Annual Hours		-	-	-
<b>Payroll Tax &amp; Fringe Benefits</b>				
Payroll Taxes	#DIV/0!	-	-	-
Health/Welfare/Benefits	#DIV/0!	-	-	-
Workers' Compensation	#DIV/0!	-	-	-
<b>Sub-Total - Payroll Tax &amp; Fringe Benefits</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total - Salaries, Tax, Fringe &amp; Worker's Compensation</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Expenses</b>				
Insurance (liability, GKLL, crime)		-	-	-
Routine Maintenance		-	-	-
Equipment Maintenance		-	-	-
Garage Supplies		-	-	-
Tickets		-	-	-
Uniforms		-	-	-
Telecommunications/ Data Processing/Postage		-	-	-
Office Supplies		-	-	-
Marketing		-	-	-
License/Permits		-	-	-
Auto Damages		-	-	-
Utilities (cost estimated, do not amend)		32,480	16,000	16,480
Armored Car Services		-	-	-
Bank Service Fees		-	-	-
Accounting & Legal Fees		-	-	-
<b>Sub- Total - Other Expenses</b>		<b>\$32,480</b>	<b>\$16,000</b>	<b>\$16,480</b>
<b>General/Miscellaneous <sup>(2)</sup></b>				
G & M Detail		-	-	-
G & M Detail		-	-	-
G & M Detail		-	-	-
G & M Detail		-	-	-
G & M Detail		-	-	-
<b>Sub- Total - General/Miscellaneous</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total - Other &amp; General/Miscellaneous</b>		<b>\$32,480</b>	<b>\$16,000</b>	<b>\$16,480</b>
<b>Management Fee</b>		<b>\$0</b>	<b>-</b>	<b>-</b>
<b>Start-up Budget <sup>(3)</sup> - One-time Cost</b>		<b>-</b>	<b>-</b>	<b>N/A</b>
<b>Total Operating Expense Budget</b>		<b>\$32,480</b>	<b>\$16,000</b>	<b>\$16,480</b>

*Form A is provided in Excel format; an Excel file must be included with your submittal. A copy of Form A must also be included in your written proposal document.*

## FORM B – BACKGROUND AND REFERENCE INFORMATION

### BACKGROUND AND REFERENCE INFORMATION

1. Operator: Name, address, phone number, fax number, web-site;
2. Contact person for this RFP: Name, title, address, phone, fax, e-mail address;
3. Federal Tax I.D. Number;
4. Form of Business: (e.g. corporation, partnership, sole proprietor, etc.);
5. Attach evidence of good standing with the State of California. Firm and principals must not be debarred from public contracts with federal or state government agencies;
6. Provide an overview of your firm including company history, length of time providing the similar services to those required in this RFP, size and organizational structure;
7. Include an organizational chart and job descriptions for the individual positions proposed to manage the Facility;
8. Has your firm ever had a prior contractual relationship with Owner? If yes, please describe the prior relationship;
9. State whether any member of the firm proposed for this endeavor has been convicted for felony violations of federal, state and/or local laws;
10. List any pending lawsuits against the firm or its owners;
11. List any locations where a parking management contract with your firm was terminated for cause in the last five years.

### FINANCIAL RESPONSIBILITY

1. Provide the name, address, contact person and phone number of at least one reference from your firms' primary banking institution;
2. List any of the firms' principals that have filed for bankruptcy in the past 10 years;
3. List and briefly describe all legal actions in the past three (3) years in which your firm (or any staff member) has been i) a debtor in bankruptcy, ii) a defendant in a lawsuit for deficient performance, iii) a defendant in a criminal action, iv) a respondent in an administrative action for deficient performance;
4. Provide the name, address, contact person, phone number and e-mail addresses of three (3) references for suppliers, business associates with knowledge of Operator's work within the last five years. By providing this information Operator

agrees the references listed can be contacted for reference information by Owner.

## EXPERIENCE

1. Describe your overall experience in performing the required services outlined in this RFP;
2. Describe the relationship and responsibilities of the principal participants that will serve the Facility and evidence of the ability of each participant to carry out said responsibilities;
3. Demonstrate the firm and management team have at least five (5) years' experience providing the similar services to those required in this RFP; providing parking management services in an urban setting of commensurate size, operating methodology, volume and complexity;
4. Provide the name, resume and a brief description of parking industry experience for the General Manager proposed to oversee the Facility and become the single point of contact for Owner (assume that 100% of the Manager's time will be devoted to managing the Facility);
5. Provide resumes for other key day to day personnel that will be responsible for each aspect of operation, as well as a brief description of its parking industry experience. Any replacement candidates for key positions will be required to have equivalent experience and qualifications;
6. Provide the name, address, contact person, phone number and e-mail addresses of three (3) clients for which your firm is currently providing similar type services. By providing this information Operator agrees the references listed can be contacted for reference by Owner.

*Form B contains information for assessing your firm's overall qualifications. Include a response to each of the items in your submittal in the order presented above; a copy of which must be included in your proposal.*

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FORM C - AUTHORIZATION FOR RELEASE OF INFORMATION

**Authorization for Release of Information**

I, undersigned, hereby authorize release to Owner, any and all credit information concerning the business(s) or organization(s) listed hereto. I authorize Owner to obtain credit and account, and performance information from Operator's bank, insurance agency, and customer and credit references. I understand that this information is to be used solely for the purpose of evaluating Operator's ability to perform the requirements as detailed in this Request for Proposal.

I certify that the statements made on *Form C* or any attachments are true.

---

Operator's Name:

---

Signature of Authorized Representative:

---

Print Name and Title:

---

Date:

*Form C must be included in your proposal.*

## FORM D – OPERATION AND MAINTENANCE PLAN

### OPERATIONS PLAN

1. Describe the standards for hiring employees and detail personnel policies, background checks, and performance standards. Policies will include standards for employee courtesy, appearance, identification and providing information to customers.
2. Describe your proposed procedures for cash handling to include at a minimum the following:
  - a. Management of receipts collected by shift;
  - b. Banking of revenues collected daily;
  - c. Reconciliation procedures proposed for cash, credit cards, deposit slips, bank statements, etc.
3. Describe the duties for each employee category proposed to manage the Facility.
4. Discuss your proposed management approach and working relationship with Owner.
5. Describe the proposed maintenance plan for the Facility. Must include the minimum requirements outlined in the *Management Agreement* provided.
6. Provide sample copies of forms that will be implemented and used to track, reconcile and report revenue collected as well as forms that will be delivered to Owner including but not limited to monthly operating statement, general journal, keycard reconciliation, lost ticket report, ticket loading log, payroll analysis, missing tickets, void tickets, daily and monthly sales summary.
7. Describe the transition plan for assuming control of the parking Facility in the initial 30 days following contract award that demonstrates minimal disruption to the operation of the Facility.
8. Describe your proposed valet assist parking plan. Expenses for the labor required to provide said services will be detailed and included on *Form A*.
9. Describe any equipment required at start-up to ensure a first-class parking operation. Include an itemized budget of the probable cost to procure said equipment (include start-up cost estimate on *Form F and Form A*).

*FORM D contains information on the proposed Operations and Maintenance Plans that would be implemented if awarded the Facility. Responses should conform to this format and also must be consistent with the terms and conditions contained in the sample Management Agreement. Answer each question in the order presented on this form, a copy of which must be included in your proposal.*



## FORM E – MANAGEMENT AND OTHER FEES (EXCEL FILE PROVIDED)

Operator hereby offers to enter into an Agreement with Owner for the right to operate, manage and maintain the Facility described herein, subject to the provisions contained in this RFP, in exchange for the following compensation.

### **Base Management Fee**

Operator will propose a fixed Base Management Fee on *Form E* to be paid monthly (in arrears) for the management of the Facility. Owner will pay to Operator, compensation based upon the dollar amount of the proposed fixed Fee.

### **Performance Based Management Fee**

In addition to the fixed Fee, Owner will consider paying an additional Performance Based Management Fee, which will be calculated on the net operating income generated at the Facility.

Operator will indicate on *Form E* the maximum percentage rate proposed to share with Owner of the increase in net operating income over and above the prior year's net operating income generated at the Facility.

### **OTHER FEES**

Operator will also indicate on *Form E* the maximum percentage rate proposed for Payroll Taxes and Worker's Compensation insurance, as well as the proposed cost per space for Liability Insurance and per claim deductible cost, assuming a 341 space self-park Facility.

*In submitting an offer of proposed compensation for the right to operate the Facility as defined in this RFP and in accordance with the Sample Management Agreement, Operator acknowledges they have received and read a copy of the RFP and all addendums hereto, if any, for the services above and is acquainted with all matters therein referred to, and agrees to all terms and conditions thereof.*

FORM E – MANAGEMENT AND OTHER FEES (EXCEL FILE PROVIDED)

Form E - Management and Other Fees
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Operator:	Operator's Name
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Category	Year One	Year Two
<sup>1</sup> Payroll Tax	#DIV/0!	#DIV/0!
<sup>2</sup> Worker's Compensation Insurance	#DIV/0!	#DIV/0!
<sup>3</sup> General Liability, GKLL Insurance	\$0.00	\$0.00
<sup>4</sup> Per Claim Insurance Deductible Cost	\$0.00	\$0.00
<sup>5</sup> Base Management Fee	-	-
<sup>6</sup> Performance Based Management Fee	0.0%	0.0%

Notes:

<sup>1</sup> Maximum percentage of payroll with no cut off for SUTA

<sup>2</sup> Maximum percentage of worker's comp.

<sup>3</sup> Maximum cost per space; assume 341 marked spaces.

<sup>4</sup> i.e. \$2,500, \$5,000, etc.

<sup>5</sup> Annual base fee.

<sup>6</sup> Maximum percentage share of net income improvement from prior year.

<sup>7</sup> Cells shaded green contain formulas, do not amend.

<sup>8</sup> Input proposed costs in the cells shaded Blue.


Form E is provided in Excel format; an Excel file must be included with your submittal. A copy of Form E must also be included in your submittal document.

FORM F – START UP COSTS (EXCEL FILE PROVIDED)

Form F - Proposed Start-UP Budget	
Operator:	Operator's Name
Item	Cost
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
<b>Total</b>	-

*Form F is provided in Excel format; an Excel file must be included with your submittal. A copy of Form F must also be included in your proposal document.*

**FORM G – PROPOSED STAFFING SCHEDULE (EXCEL FILE PROVIDED)**

FORM G: Proposed Staffing Schedule									
Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annual
General Manager									
<b>Sub-Total - General Manager</b>									<b>0</b>
Assistant Manager									
Assistant Manager									
<b>Sub-Total - Assistant Manager</b>									<b>0</b>
Lead Attendant 1									
Lead Attendant 2									
<b>Sub-Total - Lead Attendant</b>	0	0	0	0	0	0	0	<b>0</b>	<b>0</b>
Attendant 1									
Attendant 2									
Attendant 3									
Attendant 4									
Attendant 5									
Attendant 6									
Attendant 7									
Attendant 8									
Attendant 9									
Attendant 10									
<b>Sub-Total - Attendant</b>	0	0	0	0	0	0	0	<b>0</b>	<b>0</b>
Customer Service 1									
Customer Service 2									
<b>Sub-Total - Customer Service</b>	0	0	0	0	0	0	0	<b>0</b>	<b>0</b>
<b>Total</b>								<b>0</b>	<b>0</b>

<sup>1</sup> Cells shaded green contain formulas, do not amend.

<sup>2</sup> All other fields can be utilized for input fields.

Form G is provided in Excel format; an Excel file must be included with your submittal. A copy of Form G must also be included in your proposal document.

## SAMPLE MANAGEMENT AGREEMENT

### PARKING MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this 1st day of \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as “**Owner**” and, \_\_\_\_\_ hereinafter referred to as “**Operator**”.

#### WITNESSETH:

THAT, WHEREAS, Owner presently owns or controls a parking facility with approximately 341 parking spaces and has the authority to contract for the management of said facility;

WHEREAS, Operator is an experienced operator and manager of parking facility; and

WHEREAS, Owner and Operator desire to enter into an agreement whereby Operator will manage all parking of motor vehicles at such facility on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- 1) **PREMISES.** This Agreement provides for the performance of certain Parking Services by Operator within and upon the parking facility, hereinafter referred to as “**Facility**” containing approximately 341 parking spaces and located at 1416 Oak Street, Alameda, CA.

Owner warrants and represents that, at the commencement of and throughout the term herein, the Facility (including but not limited to the roof, structural portions, and interior and exterior of any building which is part of the Facility) are and shall, at Owner’s expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances and codes now in effect or which become effective during the term hereof including, without limitation, the American With Disabilities Act of 1990. Owner further warrants and covenants that it has obtained or will obtain all licenses and permits (excepting Operator’s governmental parking licenses and/or police permits) which are or may be a prerequisite to Operator’s performance of its duties hereunder.

- 2) **TERM.** The term of this Agreement shall be for Twenty-Four consecutive calendar months, commencing upon \_\_\_\_\_ (the “**Commencement Date**”) provided, however, this Agreement may be terminated at any time, without cause or penalty, by either party giving at least sixty (60) days’ prior written notice. The term “**Year**” shall mean the twelve

(12) consecutive calendar months beginning with the Commencement Date and each twelve-month period thereafter.

3) **PARKING SERVICES.** As set forth in more detail in the attached Exhibit A, Operator shall perform the following services (“**Parking Services**”) within and upon the Facility during the term hereof:

- a) Management and operation of the Facility as a parking facility;
- b) Collection of parking revenues derived from the use of the Facility;
- c) Employment of personnel for the management and maintenance of the Facility;
- d) Maintenance of accounting records of all income and expenses related to the management and operation of the Facility;
- e) Periodic consultation with Owner on matters involved in the operation of the Facility;
- f) Obtain, retain and renew all permits and licenses required by any public or quasi-public authority or agency as a condition to the use and operation of the Facility as a public parking facility and storage facility for motor vehicles. At Operator’s request, Owner agrees to cooperate with Operator in obtaining of any such permit or license at no additional material expense to Owner;
- g) Comply with and shall cause its operators, servants and employees to comply with all laws, statutes, municipal ordinances, rules and regulations of the public authorities having jurisdiction with respect to maintenance of the Facility and Operator’s management of the Facility, except for any which would require any structural repair and/or alterations to the Facility. Operator shall supply Owner with a copy of all notices which it receives from any public authority or agency concerning the Facility immediately after receipt thereof by Operator (or immediately if such notice requests action by Owner or Operator within a period of fewer than 10 days). Operator also shall notify Owner promptly of any unusual condition or situation which develops in the course of Operator’s management of the Facility, such as, but not limited to, fire, flood, breakage and casualty, damage to property or injury to persons;
- h) Maintain the facility in a neat, clean, safe and sanitary condition. Maintenance shall include but not be limited to the following:
  - (1) Daily sweeping and policing of the facility,
  - (2) Painting of curbs, islands and safety bollards on an as needed basis,
  - (3) Re-striping of all parking stalls on an as needed basis,
  - (4) Re-lamping of electrical fixtures on an as needed basis,
  - (5) Window washing in all common areas on a monthly basis,
  - (6) Semi-annual power washing of the entire facility,
  - (7) Annual, power rodding and testing of storm drains and any life-safety system (i.e. heating, ventilation and air conditioning (HVAC) systems, carbon dioxide detectors, exhaust fans, blue-light security or emergency call stations, Closed Circuit Television (CCTV) systems, etc.) installed at the facility.

- i) In addition to the duties described in Section 3, Operator shall be responsible for implementation of any and all reasonable decisions of Owner, upon its request, and for initiating and taking such actions (not inconsistent with this Agreement) in the management and administration of the Facility as to achieve the maximum efficiency and success thereof for the benefit of Owner.

**4) MANAGEMENT FEES AND OPERATOR'S EXPENSES.** As compensation for Operator's services hereunder, Owner shall pay Operator, each month, a management fee ("**Management Fee**") equal to the total of the following:

- a) A base fee ("**Base Fee**") of \$\_\_\_\_\_, (\_\_\_\_\_ Dollars) per month, which Base Fee shall be increased on each anniversary of the Commencement Date, by the greater of \_\_\_\_\_ percent (\_\_\_%) or the percentage increase in the U.S. Consumer Price Index for Urban Consumers – San Francisco – Oakland – San Jose area ("CPI") (1982-84 = 100); plus

In addition, Owner shall reimburse Operator for those direct expenses and direct costs incurred by Operator in the performance of its Parking Services exclusively for the Facility ("**Operating Expenses**"). Such Operating Expenses shall include, without limitation, the aggregate of; salaries and wages, payroll taxes, workers' compensation insurance, general liability insurance, garage keepers legal liability insurance, health insurance, supplies, signs, utilities, general facility maintenance, business license and related fees and all other necessary and reasonable direct costs related to such parking services. Operating Expenses shall not include any of Operator's general overhead expense which shall include, but shall not be limited to:

- b) Administrative and related costs and expenses incurred in the operation of the Facility or the other operations of Operator, as they are incurred in the general management of the affairs of the Facility or Operator's other operations, including the monitoring of the operation and management of the Facility;
- c) Maintenance of the general books and records of Operator;
- d) Office supplies and equipment used by Operator which is not used exclusively for the Facility;
- e) Postal, telephone, computer, data processing fees (excluding payroll processing fees), credit card processing fees, administrative mark-ups and/or travel expense related to the management of the Facility (except for the direct cost of telephone located at the Facility); and
- f) The cost of any managers, supervisors or couriers who are not employed at the Facility on a full-time basis.

**5) SERVICE CONTRACTS.** Operator shall not enter into any contracts maintaining, repairing or serving the Facility without reasonable prior written approval of Owner.

- 6) **MONTHLY STATEMENT.** For accounting purposes, the month ("**Accounting Month**") shall end at the close of business on the last day of the month. Within fifteen (15) days after the end of each Accounting Month, Operator shall submit to Owner a detailed written statement of the gross revenues collected, the Management Fee earned and the Operating Expenses incurred during the preceding month, accompanied by Operator's payment to Owner of the amount of such gross revenues less the aggregate of the Management Fee and Operating Expenses. Operator shall also submit to Owner a detailed list of accounts receivable and no charge monthly accounts for the month, along with various management reports reasonably deemed necessary by Owner.
- 7) **OPERATOR'S ACCOUNTING.** Operator shall maintain, for a period of 36 months from the date of submitting such statements to Owner, records of such gross revenues collected and operating expenses disbursed in accordance with recognized accounting practices. Parking tickets shall be retained by Operator for a minimum of six months. Upon reasonable notice to Operator, Owner or its designated agent may examine Operator's records pertaining to the operation of the Facility.
- 8) **STAFFING.** Operator shall provide a schedule (**Exhibit B**) of employee positions to be employed "on-site" in the direct management of the Facility. The staffing schedule shall include the number of employees, scheduled hours, job titles, hourly wage rates and salaries.
- 9) **SUPERVISION.** Operator will at all times be solely responsible for all means, methods, techniques, sequences and procedures of the Parking Services, and the acts and omissions of all employees and other persons performing any of the Parking Services. Operator will at all times maintain strict discipline among its employees, and will not employ any person unfit or unskilled in that portion of the Parking Services assigned to him.
- 10) **HEALTH AND SAFETY.** Operator agrees that Operator has been retained by Owner for reasons which include Operator's expertise with regard to safety and health hazards associated with the Parking Services to be performed by Operator. Operator agrees that it has and will have sole responsibility for the health, safety and welfare of its employees and all other persons performing the Parking Services. At all times while performing the Parking Services, Operator will also comply with all applicable Owner health, safety, security and environmental procedures, policies and guidelines.
- 11) **INCIDENT REPORTING.** Operator will immediately notify Owner of any occupational injury or illness, employee exposure to hazardous substances, vehicle accidents, property damage, or environmental spills or releases related to the Parking Services. Operator will provide a written incident report to Owner within twenty-four (24) hours of any such occurrence. Owner reserves the right to review Operator incident investigations and/or to perform its own investigations, for the sole purpose of verifying facts, protecting Owner personnel and property and limiting Owner's liability.
- 12) **PAYMENT OF TAXES AND CONTRIBUTIONS.** The Operator shall pay any and all taxes and contributions assessed against Operator for Unemployment Insurance, Retirement Benefits, Pensions and Annuities now imposed, or hereafter imposed by any Governmental unit, which is measured by wages, salaries or other remuneration paid to persons employed by Operator in connection with the service Operator is required to perform and/or has performed under the terms of the Agreement.



**13) BANK ACCOUNT.** Operator shall establish a separate bank account in the name of Operator and Owner at a bank located within reasonable distance from the parking facility. Operator shall deposit daily into the account, all gross receipts derived in connection with the operation and management of the Facility and said receipts may not be commingled with receipts from other parking operations. Funds deposited in the Bank Account may only be withdrawn by Operator to pay Operating Expenses, Operator's Management Fee, and amounts due Owner. Any interest earned on funds in the Bank Account shall belong to Owner and shall be included in gross revenues.

**14) BUDGET.** On or before ninety days prior to the commencement of each calendar year during the term of this Agreement, Operator shall submit to Owner a budget projection (the "**Budget**") for the ensuing calendar year (**Exhibit A**). The Budget shall include a detailed projection of gross revenues and operating expenses. Each such proposed Budget, prior to adoption and implementation by Operator, shall require the written approval of Owner. Any Budget so approved by Owner shall become the Budget for the ensuing calendar year and shall form the basis on which Operating Expenses are incurred in that calendar year. The Budget for any calendar year may only be amended in writing, subject to the written approval of Owner. Operator shall not incur any Operating Expense in excess of five hundred dollars (\$500.00) of the amount allocated for that particular Operating Expense in the Budget, unless Operator has obtained the prior written approval of Owner, or such increased expenditure is otherwise authorized by this Agreement. All expenses shall be charged to the proper category in the Budget, and no expenses may be classified or reclassified for the purpose of avoiding an excess in the budgeted amount of a category.

**15) EQUIPMENT AND IMPROVEMENTS.** Operator may, with Owner's written approval, purchase and have installed equipment or improvements which the parties agree should be installed as part of the operational requirements for the Facility. Prior to the approval process, Operator will procure competitive pricing bids to purchase said equipment or improvements. The bids will be compiled in a comprehensive fashion complete with Operator's recommendations and submitted to the Owner for review. Title to equipment and improvements so purchased and installed by Operator shall vest in Owner upon installation, subject to reimbursement. The total cost thereof (including delivery and installation costs and taxes) shall be reimbursed to Operator by Owner within thirty (30) days after receipt of Operator's statement showing the description and cost of each item or at the option of Owner, may be deducted by Operator from the Net Profit otherwise due and payable to Owner.

**16) PARKING RATES.** The prices, rates and fees charged by the Operator for the use of the Facility shall be determined and regulated solely by Owner with recommendations from Operator. All such rates shall incorporate any Parking Taxes payable with respect to the Facility. Operator shall provide a market survey and analysis of parking rates to the Owner for review on a semi-annual basis throughout the term of the Agreement. Such survey and analysis will include any recommended rate changes prescribed by the Operator.

**17) TAXES, ASSESSMENTS AND LEVIES.** Owner shall pay all Sales or Parking Taxes, Assessments, Levies and other governmental fees and charges, which may be levied or assessed against the real and personal property and other improvements within which the Facility is located.

**18) PATENTS AND TRADEMARKS.** Operator represents that it is the owner of or fully authorized to use, any and all services, processes, machines, articles, marks, names or slogans

used by it in the Facility. Operator agrees to save and hold harmless Owner from and against any loss, liability, expense, including reasonable attorneys' fees, arising out of this Paragraph.

**19) HOURS OF OPERATION.** Owner shall reasonably determine the hours of operation and the number of Operator's employees necessary to staff the Facility with recommendations from Operator including, without limitation, the hours of operation applicable for use of the Facility by the general public

**20) INSURANCE.** Concurrent with the execution of this Agreement, Operator shall procure and maintain during the term and any extensions or renewals thereof at its own expense, the following policies of insurance, which shall:

- o be issued by insurance companies authorized to do business in the state in which the Facility is located and having a rating from A.M. Best of A:VII or better, unless Owner, in writing and in its sole discretion, accepts otherwise;
  - o be primary and non-contributory over any other valid and collectable insurance;
  - o waive rights of subrogation against Owner; and
  - o contain deductibles or self-insured retentions acceptable to Owner. Operator being solely responsible for paying any amount designated as a deductible or self-insured retention.
- a) **Worker's Compensation and Employer's Liability Insurance.** Operator shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of the state in which the Facility is located, except that such insurance shall not have a limit of liability less than the following:
- i) Worker's Compensation – Statutory
  - ii) Employer's Liability

(1) Bodily Injury by Accident	\$1,000,000
(2) Bodily Injury by Disease	\$1,000,000 Aggregate
(3) Bodily Injury by Disease	\$1,000,000 Each Employee
- b) **Commercial General Liability.** Operator shall procure and maintain coverage to include all operations of the insured and coverage for all liability assumed hereunder with the following limits and extensions of coverage. Coverage is to be on an Occurrence Form (Claims Made form is not acceptable). Coverage is to include: Premises and Operations; Independent Contractor's Protective; Personal Injury Liability with Employee Exclusion deleted; Contractual, including specified provisions for Operator's obligation; Broad Form Property Damage; and Products/Completed Operations with the following limits:
- i) **Bodily Injury and Property Damage:**

(1) Each Occurrence	\$1,000,000
(2) General Aggregate	\$2,000,000
(3) Personal/Advertising Injury	\$1,000,000

- c) Comprehensive Automobile Liability. Operator shall procure and maintain Comprehensive Automobile Liability insurance covering owned, non-owned and hired motor vehicles with the following combined single limits:
  - i) Bodily Injury and Property Damage:
    - (1) Each Occurrence \$1,000,000 Combined Single Limit
- d) Umbrella Liability. Operator shall procure and maintain an Umbrella Liability policy or follow on form Excess Liability policy with minimum limits of \$10,000,000 per occurrence/annual aggregate. Such coverage shall be written on an Occurrence Form (Claims Made form is not acceptable) and shall be at least as broad, and shall be maintained for the same duration, as the Commercial General Liability policy required in Paragraph (ii) above.
- e) Garage Keeper's Legal Liability. Operator shall procure and maintain Garage Keeper's Legal Liability coverage insuring any and all automobiles that are parked at the Facility by Operator's attendants or for which a bailment otherwise is created, with limits of not less than \$1,000,000 per occurrence and which is scheduled on the Umbrella Liability Policy.
- f) Comprehensive Crime Insurance. Operator shall procure and maintain Comprehensive Crime coverage, including money and securities, employee theft, premises, transit and depositors forgery with a minimum limit of \$1,000,000 each occurrence.

Operator shall provide Owner with copies of certificates of insurance coverage and proof of payment of all premiums. Insurance policies shall provide for notification to Owner of non-payment of any premium and give Owner the right to make the premium payment there under within a reasonable time. Any premium payments made by Owner shall be deducted from amounts due Operator under this Contract. Insurance policies shall provide for thirty (30) days' prior written notice to Owner of cancellation.

Owner and such other persons and entities as may from time-to-time be designated in writing by Owner ("Owner's Additional Insureds"), shall be named as additional insured under the Commercial General Liability, Comprehensive Automobile Liability and Umbrella Liability policies set forth in paragraph (a) above. Contractor shall maintain such additional insured status for Owner and Owner's Additional Insureds continuously during the term of this Contract and until all claims and suits arising out of or related to this Contract are barred by the applicable statutes of limitations and statutes of repose.

**21) Indemnification.** Operator shall defend, indemnify and hold Owner, its affiliated entities, and the employees and agents of Owner, and their affiliated entities (collectively, the "Indemnified Parties") from all losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities, including, but not limited to costs and expenses of defending against any of the foregoing, arising from either of the following circumstances (the "**Indemnity Circumstances**"):

- a) Any injury or death of any person (including, without limitation, injury or death of Operator's employees, agent, invitees, assignees, contractors or subcontractors) or damage or destruction of the property of any person or entity which occurs in connection with Operator's or Operator's agents, employees', invitees', contractors', or assignees' performance of services under the Agreement or otherwise provided by Operator or

Operator's agents, employees, invitees, contractors, or assignees to the parking Facility, or any other act or omission of such parties; and

- b) Any alleged or actual violations by Operator or Operator's agents, employees, invitees, contractors, or assignees of any law, ordinance, rule or regulation governing or otherwise affecting the business operations of Operator or Operator's performance of services and obligations under the Agreement.

**22)** To the extent set forth above, Operator hereby stipulates and agrees that no condition precedent to its Indemnification Obligation stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to its obligation to defend, indemnify and hold harmless the Indemnified Parties in any of the Indemnity Circumstances.

**23)** Owner shall indemnify, defend and hold Operator harmless from all claims, costs, attorneys' fees, expenses and liabilities arising directly or indirectly from any breach or default in the performance of any obligation to be performed by Owner under the terms of this Agreement or arising as a consequence of any defect in the physical plant or structure of the Facility that Owner is required to maintain or repair, except to the extent such defect is caused by the act, neglect, fault or omission of Operator or its agents, contractors, or employees, or is known to Operator.

**24)** **Waiver of Subrogation.** Owner, Operator and their insurers waive all claims and rights of subrogation to the extent that losses would be coverable under a fire and extended coverage insurance policy. With respect to employee injuries, Operator hereby waives all rights of subrogation against Owner, but only to the extent that same are indemnified pursuant to Paragraph 16 hereof.

**25)** **Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the state in which the Facility is located. The Operator hereby consents to the jurisdiction of the courts of the state in which the Facility is located.

**26)** **Jury Waiver.** Owner and Operator expressly waive any and all rights to trial by jury in any claim, action, proceeding or counterclaim by either Owner or Operator against the other or on any matters arising out of or in any way connected with this Agreement.

**27)** **Status of Operator as Independent Contractor.** Operator's performance of its Parking Services shall be rendered by it as an Independent Contractor and not as an agent or employee of Owner.

**28)** **Assignment.** Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of Owner. A sale, merger or other transaction or series of transactions which results in the transfer of 50% or more of the outstanding voting equity interests of Operator shall constitute an assignment requiring the prior consent of Owner for purposes of this Agreement.

**29)** **Attorney's Fees.** Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reimbursement by the issuing party of its reasonable Attorney's Fees and legal expenses.

**30) Nondiscrimination.** In connection with performance of this Agreement and subject to applicable rules and regulations, Operator shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, handicap or disability. Operator shall ensure that all applicants are considered for employment, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**31) Termination.** In addition to all other termination rights hereunder, either party may terminate this Agreement upon breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30- day period if such breach cannot be reasonably remedied within thirty (30) days. In addition, either party may terminate this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.

**32) Notices.** All notices, requests, demands, payments or other communications required to be given hereunder shall be in writing and shall be sufficiently given, if mailed, by certified mail, postage prepaid, return receipt requested, or overnight delivery, addressed to the other party at the following address or such address as may be given hereafter in writing to the other party by notice as aforesaid:

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

OPERATOR:

\_\_\_\_\_

by: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Entire Agreement** This Agreement contains the entire understanding between the parties hereto, and may not be amended or changed except by Agreement in writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above, by their duly authorized representatives.

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

OPERATOR:

\_\_\_\_\_

by: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

PARKING FACILITY MANAGEMENT AGREEMENT  
City of Alameda, CA

The Parking Operator will be responsible for performing the following duties and responsibilities under the stated guidelines and procedures as listed below:

- A. General Duties:** During the hours of operation established by Owner for the Parking Facility, Operator will manage, operate, direct and supervise a first-class public parking operation throughout the Base Period and any Option Periods. Services to be provided by Operator in connection therewith will include without limitation the following:
1. Management and operation of the Parking Facility, including supervision of the parking and circulation of vehicles inside the Parking Facility, and administration and monitoring of access control credential use;
  2. Collection of and accounting for all cash and other payments from any source derived from the use of the Parking Facility, including sums payable with respect to daily and monthly parking fees and outside contracts;
  3. Operation and maintenance of the parking access and revenue control system (PARCS) equipment installed at the Parking Facility;
  4. Employment of such parking attendants and other personnel for the management and operation of the Parking Facility in a first-class manner;
  5. Maintenance of accounting records of all income and expenses related to the management and operation of the Parking Facility;
  6. General maintenance and janitorial services to ensure the Parking Facility are representative of first-class parking facility;
  7. Implementation and maintenance of upgraded Parking Access and Revenue Control System (PARCS) and Citywide Parking Guidance System (PGS) (the hardware and software may be procured and installed by Owner prior to the award and commencement date).

8. Periodic consultation with Owner on matters relating to the management and operation of the Parking Facility, including providing Owner with recommendations regarding how to increase the efficiency and lower the cost of parking operations, as well as transportation demand management.

**B.** Operator will be responsible for implementing any and all reasonable decisions of Owner, upon its request, and for initiating and taking such actions (not inconsistent with this Agreement) in the management and administration of the Parking Facility in order to achieve the first-class standard of operations, maximum efficiency, and overall success of the Parking Facility for the benefit of Owner.

**C. Parking Spaces**

1. Operator will offer covenanted parking spaces at market rates to adjacent properties as designated by Owner.

**D. Parking Fees**

1. The parking fees charged by Operator will be determined and regulated solely by Owner, with recommendations from Operator. Operator will provide a Market Survey and Analysis of parking rates at competing facility to Owner for review on an annual basis throughout the Base Period and any Option Periods. The analysis will include the daily and monthly fees charged at the competing locations, as well as any recommended rate changes prescribed by Operator and the supporting rationale for the recommended changes. Collection of parking fees not in conformance with the approved rates will constitute a breach of contract and may result in immediate termination of the Agreement.



**E. Hours of Operation**

1. The Owner may revise the hours of operation from time to time. Unless otherwise notified, the hours of operation will be twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year. Paid parking is limited to 9:00 AM through 5:00 PM Monday through Saturday.

**F. Staffing**

1. Operator will provide sufficient and appropriate staffing to perform the Services in accordance with the first-class standard required by this Agreement.
2. Operator's designated Supervisor will maintain responsibility for oversight of the Parking Facility and will remain on-site, acting as the single point of contact between Owner and Operator during the Term and any extensions thereof. Operator will also provide Owner with pertinent contact information for a minimum of one local staff member that will be available 24 hours per day, 7 days per week for emergency and operational needs.
3. All on-site staff members will be trained in daily operations as well as in customer service. Operator and its staff will conduct themselves in a helpful, courteous manner toward Owner and its customers at all times.
4. Operator and its sub-contractors will comply with all Owner's standards and requirements for employees, including the completion of standard background and motor vehicle checks on each employee of the Parking Facility. Owner reserves the right to require Operator to provide customer service training to its on-site personnel, to provide additional or alternative personnel, or to modify its operating procedures if, in the sole discretion of Owner, Operator's management of the Parking Facility is not commensurate with the first-class standard required by this Agreement or if Operator's management creates congestion, interferes with traffic circulation or causes material inconvenience for event, daily and/or monthly customers.

5. Parking Facility employees will be required to wear uniforms approved by Owner and to wear name tags or badges that clearly state the company name and the staff person's name.
6. Owner retains final approval of Operator's staff assigned to subject garages.

**G. Marketing:** Operator will be responsible for providing marketing material at Owner's discretion.

**H. Collection and Handling of Revenue**

1. Collect Parking Revenues: Operator will collect all revenue and receipts generated from Parking Facility operations and/or received by Operator in connection with its operation of the Parking Facility, including but not limited to parking fees collected by Operator from the daily or monthly parking of vehicles, special events, valet receipts, parking permit revenue, and all other funds or revenue received by Operator in connection with its operation of the Parking Facility ("**Gross Revenue**").
2. Collect All Applicable Taxes: Operator will determine, collect and pay the City Parking Tax and all other applicable taxes that may be imposed by law.
3. Revenue/Expenditure Control: Operator will utilize the revenue control system provided by Owner.
4. Operator Responsibility for Receipts/Revenues: Gross Revenue will become, immediately upon collection and receipt thereof, the property of Owner. Operator will be responsible for and will hold all Gross Revenue in trust for the benefit of Owner until it is deposited with Owner's bank or is delivered to an armored transport service, to the extent that Owner approves the operator's use of such a service.
5. Bank Account: Operator will open a separate bank account for the Parking Facility in which all Gross Revenue collected is to be deposited, without exception, within twenty-four (24) hours after the day funds were collected. Operator will retain copies of daily bank-endorsed deposit slips for the above deposits for a period of not less than three (3) years from the date each deposit is made. Under no circumstances

will Operator permit funds collected to be taken anywhere off-site by any employee except to a place of deposit in an Owner-authorized account. Operator will follow all other procedures established by Owner for depositing daily cash receipts. At a minimum, such procedures will include the following requirements:

- a. All currency must be banded as follows: \$1 bills, \$100 band; \$5 bills, \$500 band; \$10 bills, \$1,000 band; \$20 bills, \$1,000 or \$2,000 band.
- b. Currency must be tightly banded, and the bands must be secured with tape.
- c. Bands must be dated and stamped so that the designated bank can identify the currency as coming from Operator.
- d. Currency in quantities less than outlined above must be paper-clipped together by denomination.
- e. Coins must be rolled, and the rolls must have the same information as outlined in (c) above.
- f. A daily receipt form must accompany each deposit to the bank and the proper paperwork must be placed inside the deposit bag as directed by Owner.
- g. Two deposit slips must accompany each deposit to the bank and proper paperwork must be placed inside the deposit bag.
- h. Promptly after each deposit, Operator will furnish Owner with a copy of the deposit slip.

## **J. Accounting and Reporting**

1. Monthly Statements: Operator will provide to Owner monthly statements that provide a summary of all Gross Revenue and Operating Expenses (the "**Monthly Statements**"). The Monthly Statements will be due on or before the fifteenth (15<sup>th</sup>) calendar day of the next succeeding month. The Monthly Statements will include a detailed written report of the Gross Revenue collected, the Management Fee earned and the Operating Expenses incurred during the preceding month, accompanied by Operator's payment to Owner of the amount of

such Gross Revenue less the aggregate of the Management Fee and Operating Expenses. The Monthly Statements should include a summary of budget to actual revenue and expense comparison of line items and explanations for any variations from the approved budget. Owner reserves the right to change the monthly reporting requirements upon thirty (30) days' written notice to Operator.

a. The Monthly Statements will also include the following items:

- i. The number of the monthly and daily parkers;
- ii. The number of parkers utilizing validations sold to local merchants;
- iii. A schedule of employee positions to be employed on-site in the direct management of the Parking Facility. The staffing schedule will include the number of employees, scheduled hours, job titles, hourly wage rates and salaries.
- iv. Any unusual incidents occurring at the Parking Facility, such as security problems, damage to equipment or the facility, or any incident in which a police report is taken, and any incidents described in Exhibit A, Section L, below;
- v. Neighborhood/citizen comments or complaints;
- vi. Personal injuries;
- vii. Request for use of the Parking Facility for other than regular-fee parking;
- viii. Other Owner-approved use of the Parking Facility during the month;
- ix. Significant personnel changes and other situations of which Owner should reasonably be aware;
- x. Accounts receivable (if applicable);
- xi. Monthly permit audit;

- xii. Approved no-charge monthly accounts, if any, along with any other management reports reasonably deemed necessary by Operator and Owner.
  - b. Operator will also submit to Owner a detailed list of accounts receivable and no-charge monthly accounts for the month, along with various management reports reasonably deemed necessary by Owner.
  - 2. Invoice: Operator will submit an invoice, payable net 30 days, if revenues are insufficient to cover operating expenses in any reporting month.
  - 3. Compensation Due: Should operation of the Parking Facility begin on a date other than the first of the month, the compensation due to Owner will be prorated, based on a thirty (30) day month for the first month. Compensation due to Owner from Operator will thereafter be payable on or before the 15<sup>th</sup> (fifteenth) calendar day of each month following the applicable month of operation.
  - 4. Losses: Operator will assume all responsibility for any losses that may result from its acceptance of checks or counterfeit bills for payment of parking fees when such checks are returned or bills identified as counterfeit. In addition, missing tickets deemed outside of an acceptable range, as solely determined by Owner, will be assessed against the Operator's monthly management fee at a rate of the maximum daily value of each missing ticket.
  - 5. On-Site Operating Costs: Operator will administer payment of all on-site operating costs for the Parking Facility. Owner will reimburse Operator for Operating Expenses incurred by Operator that are described in Section VI.B of this Agreement. However, Owner will not reimburse Operator for any costs or expenses incurred by Operator that are described in Section VI.B.2 of the Agreement.
- K. General Facility Maintenance**: Operator will be responsible for all physical upkeep of the Parking Facility and parking-related equipment and will maintain the Parking Facility in a neat, clean, safe and sanitary condition, to the satisfaction of Owner. Operator will maintain any improvements made to the Parking Facility, including but not limited to the PARCS

equipment, company signage, etc. However, Operator will not be required to maintain Restricted Areas. Ongoing maintenance will consist of, but not be limited to, the following activities:

1. Maintain (sweep and mop) daily the common area exits, elevator cabs and lobbies, and stairways from all parking levels;
2. Maintain (clear debris, trim trees, water) daily any enclosed garden areas;
3. Empty daily trash containers located throughout the Parking Facility;
4. Remove graffiti from throughout the Parking Facility as needed and within two hours of any incident;
5. Maintain the paint quality as needed on walls, floors and ceilings on each of the parking levels;
6. Pay for annual, or as directed, degreasing and re-striping for the Parking Facility;
7. Maintain and replace luminaires as needed; and
8. Maintain in good condition all parking control equipment provided by Owner.

**L. Customer Complaints**

1. Operator will have a methodology for handling customer complaints and reporting the nature and reasonable disposition to Owner. Contact information for handling customer complaints and questions will be posted in clear view within the Parking Facility and in any other designated area, subject to Owner's approval of the form and placement of all signage.

**M. Immediate Notice:** In addition to reporting all of the following incidents on the Monthly Statements:

1. Operator will immediately notify Owner by phone and email of any occupational injury or illness, employee exposure to hazardous substances, vehicle accidents, property damage, or environmental spills or releases related to the Services. Operator will provide a written incident report to Owner

within twenty-four (24) hours after any such occurrence. Owner reserves the right to review incident investigations by Operator and/or to perform its own investigations, for the sole purpose of verifying facts, protecting Owner personnel and property, and limiting Owner's liability.

2. Operator will supply Owner with a copy of all notices that it receives from any public authority or agency concerning the Parking Facility immediately after receipt thereof by Operator (or immediately if such notice requests action by Owner or Operator within a period of fewer than 10 days).
3. Operator will immediately notify Owner by phone and email of any serious, unusual condition or situation that develops in the course of Operator's management of the Parking Facility, such as, but not limited to, fire, flood, breakage and casualty, damage to property or injury to persons. Operator will furnish Owner with copies of any police reports or reports of personal or bodily injury resulting from any incident at the Parking Facility within twenty-four (24) hours after such incident.

**N. Audits:**

1. Operator will conduct supervisory field audits on a random and unannounced basis to verify that tickets issued and cash payments received tally. Copies of all internal audits will be provided to Owner. Internal audits will be conducted a minimum of once every three (3) months.

**O. Owner/Operator Meetings:**

1. Operator's staff will be available to meet with Owner at a mutually acceptable location and schedule to discuss problems and all other matters regarding the Parking Facility as they arise.
2. Operator's staff will be available to meet with Owner's staff at a regularly appointed time and location on a quarterly basis.



**EXHIBIT B**  
**SCHEDULE OF EMPLOYEE POSITIONS**





**EXHIBIT C**  
**BUDGET**



**EXHIBIT D**  
**SITE MAP**



**EXHIBIT E**  
**OPERATION AND MAINTENANCE PLAN**

