REQUEST FOR PROPOSALS

Parking Operator and Management Services

CITY OF ALAMEDA, CALIFORNIA



Issued: October 11, 2024

Submittal Deadline: November 1, 2024 at 2:00PM

CITY OF ALAMEDA Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

Attn: Ricardo De La Torre, rdelatorre@alamedaca.gov

CITY OF ALAMEDA REQUEST FOR PROPOSALS Parking Operator and Management Services

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REQUEST FOR PROPOSALS Parking Operator and Management Services

I. <u>INTRODUCTION</u>

The City of Alameda (Owner) is seeking proposals from qualified firms to provide Parking Operator and Management Services for various parking facilities. The required services will consist of administration, management and maintenance of parking facilities as specified in this Request for Proposal (the "RFP").

Proposers shall read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations apply when the Proposer submits a proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel.

All questions regarding the RFP must be submitted in writing via e-mail to:



Section IX. contains a detailed list of Key Dates and Deadlines.

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

About the City of Alameda

The City of Alameda is a unique island community of approximately 80,000 residents in the San Francisco Bay Area. With connections to the East Bay mainland by four bridges, two underwater tubes, and three ferry terminals to Oakland, San Francisco, and South San Francisco, we are within minutes of numerous cultural activities in San Francisco, Oakland, and Berkeley. People are drawn to Alameda for our safe and inviting residential communities with distinguished neighborhood schools, boutique shopping, and a broad mix of destination restaurants. Alameda takes pride in being a vibrant community with a rich maritime history and small-town charm.

II. BACKGROUND

The City is responsible for the management of all public on-street parking, curbside space, public parking lots and the Civic Center Parking Garage. To optimize parking availability and utilization,



the City employs a variety of paid parking systems. The following is an overview of asset infrastructure along with services covered by the City's Parking Operator.

Pay Stations on Park Street, 1200-1400 Blocks

In 2013, eleven (11) CALE pay-and-display stations were installed downtown on Park Street between Central and San Jose Avenues. The City's parking operator managed maintenance and revenue collection. Due to the COVID-19 pandemic in 2020, downtown visitation declined, leading to a significant drop in revenue. Consequently, the City decommissioned these eleven pay stations.

The table below provides the gross coin revenue for the eleven (11) pay stations over the two (2) most recent years. Revenue from 2019 reflects historically stable levels.

Year	Facility	Pay Stations	Total Coin Revenue
1/1/19 – 12/31/19	Park Street	11	\$19,749.40
1/1/20 – 12/31/20	Park Street	11	\$4,761.75

Pay Stations at Civic Center Garage

In 2008, two (2) T2 Systems – Luke II pay-by-space stations were installed on the ground floor of the six-story Civic Center Parking Garage. The pay stations are functional, yet nearing the end of their serviceable life. Currently both pay stations accept coins, bills, and credit cards, with maintenance and revenue collection managed by the parking operator.

The following table shows the total revenue generated by both pay stations over the past twelve (12) months.

Year	Facility	Spaces	Total Revenue
9/1/23 - 8/31/24	Civic Center Garage	± 340	\$83,239.60

The table below presents twelve (12) months of validated Alameda Theatre Coupons for both pay stations.

Year	Facility	Spaces	Vouchers
9/1/23 - 8/31/24	Civic Center Garage	± 340	1,655

IMPROVEMENTS FOR 2025

New Pay Stations and Mobile Payment Option

The City is planning to upgrade its paid parking system by installing new pay stations and introducing a mobile payment option. This project will shift our pay station model to a unified



pay-by-plate system and add a new mobile payment¹ option to improve convenience and operational efficiency for users. We plan to synchronize the start of the parking operator and management services agreement with these updates.

IPS Group, Inc. MS3 pay stations are planned for installation at the following locations:

No.	Facility Name	Address	Quantity
1	Park Street	<u>1200 – 1400 Block</u>	11
2	Civic Center Garage	<u>1416 Oak St</u> .	2
3	Seaplane Lagoon Ferry Terminal	1801 Ferry Point	2
4	Harbor Bay Ferry Terminal	299 Adelphian Way	2
5	City Hall West	General Location	2
	Spare for future use		1
	Total		20

Enhancements at Civic Center Garage

The City is undertaking significant improvements at Civic Center Garage to enhance safety, cleanliness, and overall user experience. Press release information can be found https://www.alamedaca.gov/Shortcut-Content/News-Media/Civic-Center-Garage-improvements-being-implemented-to-increase-safety-security-and-convenience

To address community concerns related to vandalism, elevator operability, loitering, and unsheltered encampments, several key actions are being implemented. Interior enhancements include painting walls, ceilings and stairwells to increase brightness and create a more welcoming atmosphere. An upgraded Parking Guidance System² will be installed to improve occupancy management. The garage will be closed overnight³ to help reduce instances of vandalism. Additionally, the top floor will be reserved exclusively for City use.

III. SCOPE OF SERVICES

The City is seeking to hire a Parking Operator to manage five parking Facilities safely and cost-effectively, in line with the City's Scope of Services described in **Appendix A**.

Below is a list of locations included in the Scope of Services:

¹ The maintenance and management of Mobile payment systems is not included in parking operator and management services scope.

² The upgraded Parking Guidance System will be designed to provide parkers occupancy information only.

³ The parking operator will be responsible for closing the facility nightly, details in **Appendix A**.



No.	Facility Name	Address	Spaces	Paid Parking Hours	Parking
					Rates
1	Park Street Area	<u>1200 – 1400 Block</u>	± 55	Monday-Saturday	\$1.50/Hr.
				9:00am-6:00pm	
2	Civic Center	<u>1416 Oak St</u> .	± 340	Monday-Saturday	\$.75/Hr.
	Garage			9:00am-5:00pm	\$6.00/Day
3	Seaplane Lagoon	1801 Ferry Point	± 400	Monday-Friday	\$.75/Hr.
	Ferry Terminal			6:00am-4:00pm	\$3.00/Day
4	Harbor Bay Ferry	299 Adelphian Way	± 250	Monday-Friday	\$.75/Hr.
	Terminal			6:00am-4:00pm	\$3.00/Day
5	City Hall West	General Location ⁴	± 90	TBD	TBD
	Total		±1,135		

IV. FACILITY DESCRIPTIONS

Park Street

The City operates eleven (11) parking pay stations in the Park Street area. Pay stations operate in this area from 9 a.m. - 6 p.m. Monday - Saturday, excluding holidays. The Park Street area in Alameda is a vibrant and historic district, known for its diverse mix of high-quality and casual retail and dining options. It offers a lively evening scene, with a wide range of shops, restaurants, and entertainment venues that attract both locals and tourists. As part of Downtown Alameda, Park Street is celebrated for providing an excellent shopping and dining experience, making it a popular destination for visitors looking to explore the area's unique charm.

Civic Center Garage

Located at 1416 Oak Street, just one block from Park Street and adjacent to the historic Alameda Theatre, the parking garage serves as a convenient parking solution for visitors to the Park Street business district. Nearly all Park Street businesses are within a 10-minute walk of the facility, which offers a total of three-hundred forty-one (±341) parking spaces. There are forty (40) spaces on the fifth (5th) floor dedicated for permit parkers Monday through Saturday from 9:00am-5:00pm.

Amenities include electric vehicle charging stations, secure bike parking, and monthly permits for frequent users. The garage is equipped with an elevator and provides accessible parking spaces for individuals with disabilities.

⁴ This parking lot will be redone as part of a Backbone Infrastructure Project and eventually become a paid parking lot, tentative completion Summer 2025.



The garage currently operates 24 hours a day, 7 days a week. However, public access hours may change in 2025 as part of the facility improvement project. Additional information can be found in **Appendix A**.

Parking rates are currently set at \$0.75 per hour from 9 a.m. to 5 p.m., Monday through Saturday, excluding holidays. This rate is half the cost of nearby metered parking, offering a more affordable option for patrons. Additionally, the Alameda Theatre supports parking validation by offering moviegoers coupons for up to three hours of free parking on a future visit.

As part of the City's commitment to enhancing public infrastructure, the 2023/2024 budget allocates \$1 million for facility improvements. For more information on payment options and further details, visitors are encouraged to check the Parking Garage webpage.

Seaplane Lagoon Ferry Terminal

The Seaplane Lagoon Ferry Terminal provides direct weekday ferry service between Alameda and downtown San Francisco. The terminal features a four-hundred (400) space parking lot, which includes nine (9) spaces for individuals with disabilities and ten (10) electric vehicle charging stations. Convenient access is available through AC Transit Line 96, located 0.4 miles away, as well as via the Cross Alameda Trail, a low-stress corridor for walking and biking across town. The terminal also offers ample bike storage, with space for twenty-four (24) bikes in lockers and sixty-two (62) bikes on racks, catering to a variety of commuting options.

Harbor Bay Ferry Terminal

The Harbor Bay Ferry Terminal provides direct weekday commute service between Alameda and downtown San Francisco. The terminal features a two-hundred fifty (250) space parking lot, including six (6) spaces for individuals with disabilities. It is served by AC Transit Line 21, offering free transfers to ferry riders. Access for pedestrians and cyclists is available via the Bay Trail walking and biking path, along with sidewalks and regular bike lanes. The terminal also offers bike storage, with space for twenty-four (24) bikes in lockers and twenty (20) bikes on racks, supporting a variety of commuting options.

V. PROPOSER QUALIFICATIONS

Owner seeks a qualified professional Parking Operator that has the experience, staffing and financial resources needed to perform the full range of management requirements described in this RFP and **Appendix A**. 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 Facilitys will be considered qualified.

VI. PROPOSAL REQUIREMENTS

The Proposer shall include in its proposal the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.



1. Statement of Qualifications

The Proposer shall prepare a statement of qualifications which identifies:

- a) A history of the proposer, its structure, skill and experience in managing self-park parking operations. The same information shall also be provided for each proposed sub-contractor (if any) that will be engaged to complete any of the proposed scope of work.
- b) An identification of the Proposer's experience performing services for three (3) clients of a similar size, scope, and complexity as a parking operator or manager. The list of clients shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date(s) of performance. By providing references, Operator agrees Owner may contact each reference provided by Operator and may contact such other references as Owner may identify independently. References from public agencies are desired, but not mandatory.
- c) A list of the Proposer's principals, employees, agents, and sub-service providers which the Proposer intends to assign to this project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the contract; and the type of work to be performed by each individual.
- d) A statement as to whether the Proposer, either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason. If so, please provide dates and resolution. A statement as to whether the Proposer or any officer or employee of the company who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances.

2. Statement of Exceptions, if any, to Standard Service Provider Agreement.

The selected firm will be required to execute the Service Provide Agreement included in template form as **Appendix B**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. If Proposer wishes to take exception to any of the terms and conditions contained in the Agreement for Service, these should be identified specifically; otherwise include a statement of no exception, labeled as Exhibit B in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

3. Project Pricing



The following forms must be completed, signed and labeled in one (1) excel file as **Appendix C** of the submitted proposal.

Form S Parking Facility Budget 'Summary' (Excel File)

Form A Proposed Annual Operating Budget (Excel File)

Form B Management and Other Fees (Excel File)

Form C Proposed Staffing Schedule Hours (Excel File)

Form D Proposed Start-Up Costs (Excel File)

3. Operations Plan

Develop and provide an operations plan which describes the following items:

- a) Management of receipts collected by shift;
- b) Banking of revenues collected daily;
- c) Reconciliation for cash, credit cards, deposit slips, bank statements, etc.
- d) The duties for each employee category proposed to manage the Facility.
- e) The proposed management approach and working relationship with Owner.
- f) The proposed maintenance plan for the Facility.
- g) 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, lost ticket report, ticket loading log, payroll analysis, daily and monthly sales summary.

4. Timeline for Taking over from the Current Service Provider

The current Service Provider for City of Alameda is Parking Concepts Incorporated (PCI). The Proposer must prepare a concrete 30-day time line to take over from PCI and submit with this RFP.

VII. PROPOSAL FORMAT

Proposers shall submit a Portable Document File (PDF) packaged proposal <u>via email only</u> by 2:00 PM on November 1, 2024 Electronic proposals submitted past this deadline will not be considered.

Submit Proposals To: <u>rdelatorre@alamedaca.gov</u>

Subject Line: City of Alameda – Parking Operator and Management Services

RFP Submittal



The City assumes no responsibility for delays caused by electronic delivery service. Any Proposal received prior to 2:00 PM November 1, 2024 may be modified by written addendum or withdrawn by written request from the Proposer to the City up to the official time when all proposals are due.

Section VII. contains a complete list of Proposal Requirements.

<u>Section X</u>. contains a detailed list of Key Dates and Deadlines.

VIII. SELECTION PROCESS

After review of the submitted proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. Proposer interviews, if necessary, are anticipated to be conducted according to the schedule provided in <u>Section IX</u>. Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

1. Ability of the Proposer to Carry Out and Manage the Proposed Project (30%)

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Qualifications (30%)

The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-service providers. The City may consider Proposer's timely and accurate performance on contracts of a similar nature.

3. Willingness to Comply with the Proposed Agreement Terms (10%)

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed contract.

4. Cost of Proposal (30%)

Cost, while not determinative, will be considered in the selection process.

5. Local Business (+5%)

If the Proposer's company is physically located within the City limits, they will receive an additional five points.



IX. SELECTION TIMELINE

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

Key Dates and Deadlines for Parking Operator and Management Services RFP					
Issuance of Request for Proposals:	Friday, October 11, 2024				
Deadline to Submit Questions:	Friday, October 25, 2024, 5:00 PM				
Deadline to Submit Electronic Proposals:	Friday, November 1, 2024, 2:00 PM				
Interviews (if deemed required):	Week of November 4, 2024				
Contract to City Council:	December 17, 2024				
Contract Award:	January 2025				

X. GENERAL CONDITIONS

- **1.** <u>Nondiscrimination:</u> Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
- **2.** Permits, Licenses, and Insurance: The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
- **3.** <u>Signatures and Declarations:</u> Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
- **4.** <u>City's Right to Waive:</u> The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
- 5. <u>City's Right to Modify the RFP:</u> The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.



- **6.** <u>City's Right to Suspend or Cancel the RFP:</u> The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
- 7. <u>City's Right to Reject Any Proposal:</u> The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
- **8.** <u>City's Right to Extend RFP Deadlines:</u> The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
- **9.** <u>Cost of Proposals:</u> All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
- **10.** <u>Liability for RFP Errors:</u> Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
- **11.** <u>Proposals Property of City:</u> Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
- **12.** Oral and Written Explanations: The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
- **13.** <u>Public Record:</u> All proposals submitted to the City are subject to the California Public Records Act.



XI. QUESTIONS

The RFP is available electronically as a download at https://www.alamedaca.gov/BUSINESS/Bidon-City-Contracts. Proposers are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

All questions regarding the RFP must be submitted in writing via e-mail to:



More information about parking in Alameda can be found on the City's Website at https://www.alamedaca.gov/RESIDENTS/Auto-Parking-in-Alameda



APPENDIX A SCOPE OF SERVICES



PARKING OPERATOR AND MANAGEMENT SCOPE OF SERVICES

The Parking Operator will be tasked with managing and carrying out the requirements outlined in this Scope of Services:

I. FACILITIES

There are five (5) facilities included in this Scope of Services:

No.	Facility Name	Address
1	Park Street Area	<u>1200 – 1400 Block</u>
2	Civic Center Garage	<u>1416 Oak St</u> .
3	Seaplane Lagoon Ferry Terminal	1801 Ferry Point
4	Harbor Bay Ferry Terminal	299 Adelphian Way
5	City Hall West	General Location ¹

II. GENERAL REQUIREMENTS

The operator will manage, operate, direct and supervise a first-class public parking operation throughout the Term of the Agreement. The 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.

III. REQUIREMENTS BY FACILITY

No.	Facility Name	Address	Spaces	Paid Parking Hours	Parking
					Rates
1	Park Street Area	<u>1200 – 1400 Block</u>	± 55	Monday-Saturday	\$1.50/Hr.
				9:00am-6:00pm	

There are eleven (11) parking pay stations on Park Street in the downtown area. Enforcement of the parking spaces served by the pay stations are performed by Owner.

Management of the eleven (11) pay station facilities, will include but not be limited to;

1. Employment of such parking attendants and other personnel for the management and operation of the pay stations;

¹ This parking lot will be redone as part of a Backbone Infrastructure Project and eventually become a paid parking lot, tentative completion Summer 2025.



- 2. General maintenance, janitorial and graffiti services to ensure the pay stations represent a first-class appearance;
- Collection of and accounting for all cash revenue from pay stations derived from the use, including sums payable with respect to daily and monthly parking fees, events, and outside contracts;
- 4. Replenishment of paper stock
- 5. Management of event parking and validation sales;
- 6. Maintenance of accounting records of all income and expenses related to the management and operation of the pay station;
- 7. Contact City of Alameda Parking Enforcement or the police department as needed if any activities along Park Street require their assistance; and
- 8. Coordinate monthly meetings with Owner on matters relating to the management and operation of the pay stations.

No.	Facility Name	Address	Spaces	Paid Parking Hours	Parking Rates
2	Civic Center Garage	1416 Oak St.	± 340	Monday-Saturday	\$.75/Hr.
				9:00am-5:00pm	\$6.00/Day

The garage operates and serves as a convenient parking solution for visitors to Park Street and downtown area. Nearly all Park Street businesses are within a 10-minute walk of the facility, which offers a total of three hundred forty (±340) parking spaces. There are forty (40) spaces on the fifth (5th) floor dedicated for permit parkers Monday through Saturday from 9:00am-5:00pm. Amenities include electric vehicle charging stations, secure bike parking, and monthly permits for frequent users. The garage is equipped with an elevator (maintained by Owner) and provides accessible parking spaces for individuals with disabilities.

The nearby Alameda Theatre supports parking validation by offering moviegoers physical coupons for up to three hours of free parking on a future visit. The Operator will be responsible for the producing of and distribution of coupon validation tickets to the Alameda Theatre.

The Operator will be required to manage and maintain the Parking garage, which includes two (2) pay station facilities in a neat, clean, safe and sanitary condition, to the satisfaction of Owner. Operator will maintain any improvements made to the Parking garage, including but not limited to the pay station equipment, company signage, etc.

Securing Facility Overnight

The Operator will be responsible for arriving at the facility seven (7) days per week to electronically close the overhead coiling doors at three entry points along Oak Street. Prior to closure, the Operator must implement standard procedures to ensure the facility is cleared of



individuals and, to the best of their ability, vehicles. This will involve walking through all stairwells and vehicle drive aisles, starting from the top floor of the garage and systematically working down to the ground level. The overhead doors will automatically reopen at 6:00 AM.

The closure hours may vary between weekdays and weekends, typically occurring between 11:00 PM and 2:00 AM, and are subject to change.

Management of the garage will include but not be limited to, the following activities:

- 1. Employment of such parking attendants and other personnel for the management and operation of the garage;
- 2. Produce and distribute parking coupon validation vouchers to the Alameda Theatre as needed.
- 3. Develop, produce, distribute and manage parking permits available to the public for the permitted spaces in designate areas.
- 4. Maintain (sweep or mop) daily the common area exits, elevator cabs and lobbies, and stairways from all parking levels;
- 5. Empty trash containers daily, located throughout the Parking Facility;
- 6. Remove graffiti from throughout the Parking Facility as needed and within twenty-four (24) hours of any incident;
- 7. Maintain the paint quality as needed on walls, floors and ceilings on each of the parking levels;
- 8. Schedule and perform biannual pressure washing of floor areas throughout facility
- 9. Maintain and replace elevator cab luminaires and diffusers as needed
- 10. Maintain in good condition all parking control equipment provided by Owner.
- 11. Contact City of Alameda Parking Enforcement or the police department as needed if any activities at Civic Center require their assistance; and
- 12. Coordinate monthly meetings with Owner on matters relating to the management and operation of the garage.

Management of the pay station facilities, will include but not be limited to;

- 1. Employment of such parking attendants and other personnel for the management and operation of the pay stations;
- 2. General maintenance, janitorial and graffiti services to ensure the pay stations represent a first-class appearance;
- Collection of and accounting for all cash revenue from pay stations derived from the use, including sums payable with respect to daily and monthly parking fees, events, and outside contracts;



- 4. Replenishment of paper stock
- 5. Management of event parking and validation sales;
- 6. Maintenance of accounting records of all income and expenses related to the management and operation of the pay station;
- 7. Contact City of Alameda Parking Enforcement or the police department as needed if any activities at Civic Center require their assistance; and
- 8. Coordinate monthly meetings with Owner on matters relating to the management and operation of the pay stations.

No.	Facility Name	Address	Spaces	Paid Parking	Parking Rates	
				Hours		
3	Seaplane Lagoon Ferry	1801 Ferry Point	± 400	Monday-Friday	\$.75/Hr.	
	Terminal			6:00am-4:00pm	\$3.00/Day	

The Seaplane Lagoon Ferry Terminal provides direct weekday ferry service between Alameda and downtown San Francisco. The terminal features a four hundred (±400) space parking lot, which includes nine (9) spaces for individuals with disabilities and ten (10) electric vehicle charging stations. Enforcement of the parking spaces served by the pay stations are performed by Owner.

Management of the two (2) pay station facilities, will include but not be limited to;

- 1. Employment of such parking attendants and other personnel for the management and operation of the pay stations;
- 2. General maintenance, janitorial and graffiti services to ensure the pay stations represent a first-class appearance;
- 3. Collection of and accounting for all cash revenue from pay stations derived from the use, including sums payable with respect to daily and monthly parking fees, events, and outside contracts;
- 4. Replenishment of paper stock
- 5. Management of event parking and validation sales;
- 6. Maintenance of accounting records of all income and expenses related to the management and operation of the pay station;
- 7. Contact City of Alameda Parking Enforcement or the police department as needed if any activities at Sea Plane require their assistance; and
- 8. Coordinate monthly meetings with Owner on matters relating to the management and operation of the pay stations.



No.	Facility Name	Address	Spaces	Paid Parking	Parking Rates
				Hours	
4	Harbor Bay Ferry	299 Adelphian Way	± 250	Monday-Friday	\$.75/Hr.
	Terminal			6:00am-4:00pm	\$3.00/Day

The Harbor Bay Ferry Terminal provides direct weekday commute service between Alameda and downtown San Francisco. The terminal features a two hundred fifty (±250) space parking lot, including six (6) spaces for individuals with disabilities. Enforcement of the parking spaces served by the pay stations are performed by Owner.

Management of the two (2) pay station facilities, will include but not be limited to;

- 1. Employment of such parking attendants and other personnel for the management and operation of the pay stations;
- 2. General maintenance, janitorial and graffiti services to ensure the pay stations represent a first-class appearance;
- Collection of and accounting for all cash revenue from pay stations derived from the use, including sums payable with respect to daily and monthly parking fees, events, and outside contracts;
- 4. Replenishment of paper stock
- 5. Management of event parking and validation sales;
- 6. Maintenance of accounting records of all income and expenses related to the management and operation of the pay station;
- 7. Contact City of Alameda Parking Enforcement or the police department as needed if any activities at Harbor Bay require their assistance; and
- 8. Coordinate monthly meetings with Owner on matters relating to the management and operation of the pay stations.

No.	Facility Name	Address	Spaces	Paid Parking Hours	Parking Rates
5	City Hall West	General Location	± 90	TBD	TBD

The City Hall West lot will be redone as part of a Backbone Infrastructure Project and eventually become a paid parking lot, tentative completion Summer 2025. The lot will provide ninety (±90) public parking spaces to the public. Enforcement of the parking spaces served by the pay stations are performed by Owner.

Management of the two (2) pay station facilities, will include but not be limited to;



- 1. Employment of such parking attendants and other personnel for the management and operation of the pay stations;
- 2. General maintenance, janitorial and graffiti services to ensure the pay stations represent a first-class appearance;
- 3. Collection of and accounting for all cash revenue from pay stations derived from the use, including sums payable with respect to daily and monthly parking fees, events, and outside contracts;
- 4. Replenishment of paper stock
- 5. Management of event parking and validation sales;
- 6. Maintenance of accounting records of all income and expenses related to the management and operation of the pay station;
- 7. Contact City of Alameda Parking Enforcement or the police department as needed if any activities at City Hall West Lot require their assistance; and
- 8. Coordinate monthly meetings with Owner on matters relating to the management and operation of the pay stations.

IV. PARKING OPERATOR HOURS OF ACCESS TO FACILITIES

The Owner may revise the hours of access at any given time. Unless otherwise notified, the parking operator will have twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year access to the five facilities.

V. PAID PARKING HOURS AND RATES

Hours and rates for parking will be determined and managed exclusively by the Owner, and may be adjusted at any time based on an analysis.

On an semi-annual basis, Operator will provide the Owner a market survey and analysis of parking rates at competing facilities for review. The analysis will include the daily and monthly rates charged at the competing locations, as well as any recommended rate changes prescribed by Operator and the supporting rationale for the recommended changes.

VI. <u>STAFFING</u>

Operator will provide sufficient and appropriate staffing to perform the Scope of Services in Appendix A.

Operator's designated Supervisor will maintain responsibility for oversight of the Parking Facilities and will remain 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 twenty-four (24) hours per day, seven (7) days per week for emergency and operational needs.



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.

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 the Agreement, or if Operator's management creates congestion, interferes with traffic circulation or causes material inconvenience for event, daily and/or monthly customers.

Parking Facility staff 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. Owner retains final approval of Operator's staff assigned to subject garages.

VII. MARKETING

Operator will be responsible for providing marketing material at Owner's discretion.

VIII. <u>SIGNAGE</u>

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.

IX. 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

The operator will deposit all collected Gross Revenue into a bank account approved by the owner, ensuring that these funds are deposited within twenty-four (24) hours of collection, without exception. 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.



X. 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 (15th) 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.

The Monthly Statements will also include the following items:

- a) The number of the monthly and daily parkers;
- b) The number of parkers utilizing validations sold to local merchants;
- c) 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.
- d) Any unusual incidents occurring at the Parking Facility, such as security problems, amount of vehicles locked in Civic Center overnight, damage to equipment or the facility, or any incident in which a police report is taken, and any incidents described in Appendix A.
- e) Neighborhood/citizen comments or complaints;
- f) Personal injuries;
- g) Request for use of the Parking Facility for other than regular-fee parking;
- h) Other Owner-approved use of the Parking Facility during the month;
- Significant personnel changes and other situations of which Owner should reasonably be aware;
- i) Accounts receivable (if applicable);
- k) Monthly permit audit;



- I) Approved no-charge monthly accounts, if any, along with any other management reports reasonably deemed necessary by Operator and Owner.
- m) Operator will 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(s):

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 15th (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 included in the Agreement. Owner will not reimburse Operator for any costs or expenses incurred by Operator outside of the Agreement.

XI. 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 Parking Facility and in any other designated area, subject to Owner's approval of the form and placement of all signage.

XII. IMMEDIATE NOTICE

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 October 11, 2024

Parking Operator and Management Services



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.

Operator will provide a written and or emailed incident report to Owner within twenty-four (24) hours after any such occurrence where a vehicle is left in garage overnight. Incident report shall include but not be limited to the following vehicle specifics: Year, Make, Model, Color, License Plate, Photos of Front/Sides/rear, and narrative of findings.

Operator will notify Alameda Police Department (APD) at 911 or APD Non-Emergency Dispatch Line at 510.337.8340 if any persons are unwilling to vacate the Civic Center Parking Garage during nightly closures. Operator will provide a written and or emailed incident report to Owner within twenty-four (24) hours after any such occurrence. Incident report shall include but not be limited to any findings, including if Alameda Police Department was called.

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).

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.

XIII. AUDITS

Operator will conduct supervisory field audits on a random and unannounced basis to verify that revenue collected and deposited tally. Copies of all internal audits will be provided to Owner. Internal audits will be conducted a minimum of once every three (3) months.

XIV. OWNER/OPERATOR MEETINGS

Operator's staff shall coordinate and schedule with Owner's staff a regularly appointed time and location on a monthly basis to discuss problems and all other matters regarding all five (5) Parking Facilitys.

XV. OPERATIONS AND PROCEDURE MANUAL

Operator will be expected to prepare and maintain an operating manual to reflect the standards of performance as agreed to between Operator and the Owner within six months of



commencement of operations. This manual must include at a minimum general operating and management policies; procedures for revenue management controls, accounting, auditing, and statistical and financial reports; payroll schedules, job descriptions and duties; customer service procedures; Operator's corporate office support; emergency procedures; marketing programs; amenities offered; and other mutually agreeable policies, procedures, and topics. The operating manual must be provided to the Parking Manager in digital format as one (1) combined .pdf file.

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this day of, 20 ("Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation ("the City"), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS ("Provider" or "Contractor"), in reference to the following facts and circumstances:
RECITALS
A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
B. The City is in need of the following services: Parking Operator and Management Services . City staff issued an RFP on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
Whereas, the City Council authorized the City Manager to execute this agreement on
D. The City and Provider desire to enter into an agreement for Parking Operator and Management Services at the; Civic center garage, Downtown Park Street Area, Sea Plane Lagoon Ferry Terminal Parking Lot, Harbor Bay Ferry Terminal Parking Lot and City Hall West Parking Lot, upon the terms and conditions herein.
AGREEMENT
NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:
1. <u>TERM</u> :
The term of this Agreement shall commence on the day of 20, and shall terminate on the 30 day of June 2029, unless terminated earlier as set forth herein.
2. <u>SERVICES TO BE PERFORMED</u> :
Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included

3. <u>COMPENSATION TO PROVIDER:</u>

[Provider Name] 1 Version 04-22-24

in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in <u>Exhibit B</u> and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in <u>Exhibit B</u>.
 - b. Compensation for work done under this Agreement, shall not exceed as follows:

January 1, 2025-June 30, 2025 total compensation shall not exceed \$XX

FY 25-26 total compensation shall not exceed \$XX

FY 26-27 total compensation shall not exceed \$XX

FY 27-28 total compensation shall not exceed \$XX

FY 28-29 total compensation shall not exceed \$XX

Total five-year compensation shall not exceed \$XXX,XXX

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. <u>STANDARD OF CARE</u>:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. <u>INDEPENDENT PARTIES</u>:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by

statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. <u>HOLD HARMLESS</u>:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and

indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.
- c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (6). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. <u>COVERAGE REQUIREMENTS</u>:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) <u>Workers' Compensation</u>:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) <u>Liability</u>:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) <u>Professional Liability</u>:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

(5) <u>Cyber Liability</u>:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be

limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. <u>SUBROGATION WAIVER:</u>

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate

coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. <u>EXCESS OR UMBRELLA LIABILITY:</u>

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

11. <u>CONFLICT OF INTEREST</u>:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

- a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.
- b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

- b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.
- c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."
- d. The requirements in this Section 13 shall <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

- a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.
- c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. <u>RECORDS</u>:

- a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").
- b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).
- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
- d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda Public Works Department 950 West Mall Square, Room 179 Alameda, CA 94501

ATTENTION: Ricardo De La Torre, Parking Manager Ph: (510) 747-7923 / Email: rdelatorre@alamedca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]

Ph: (xxx) [xxx-xxxx]

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

ATTENTION: Jeanette Navarro, Executive Assistant Ph: (510) 747-7932 / Email: jnavarro@alamedaca.gov

18. SAFETY:

- a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.
- b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. <u>TERMINATION</u>:

- a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.
- b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.
- c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. <u>CONFLICT OF LAW:</u>

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No

verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. <u>CAPTIONS</u>:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. <u>COUNTERPARTS</u>:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY a (California corporation, LP, LLC, GP, sole proprietor/individual)	CITY OF ALAMEDA a municipal corporation
NAME	Jennifer Ott
TITLE	City Manager
	RECOMMENDED FOR APPROVAL
NAME	
TITLE	
	Erin Smith
	Public Works Director
	APPROVED AS TO FORM:
	City Attorney
	Len Aslanian
	Assistant City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda 2263 Santa Clara Ave Alameda, CA 94501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)
	(Tamorizoa representanyo)
Name of Person or Organization: City of Alameda	HEDULE
2263 Santa Clara Ave	
Alameda, CA 94501	

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99 Page 1 of 1



FORMS S, A, B, C, D



FORM S

Operator's Legal Name:

Form S - Parking Facility - Budget Summary

Itemized Cost	Consolidated (Five-Year Budget)			Year One		Year Two		Year Three		Year Four			Year Five					
Salaries & Wages	Annual Hours	Hourly Rate	Total	Annual Hours	Hourly Rate	Total	Annual Hours	Hourly Rate	Total	Annual Hours	Hourly Rate	Total	Annual Hours	Hourly Rate	Total	Annual Hours	Hourly Rate	Total
Administrative	0	#DIV/0!	-	0	-	-	0	-	-	0	-		0	-	-	0	-	-
Field Personnel	0	#DIV/0!		0			0			0	-		0	-		0		-
Sub-Total - Salaries/Wages	0	#DIV/0!		0	#DIV/0!		0	#DIV/0!		0	#DIV/0!		0	#DIV/0!		0	#DIV/0!	-
Payroll Tax & Fringe																		
Vacation & sick pay accruals		#DIV/0!	-		#DIV/0!	-		#DIV/0!	-		#DIV/0!	-	l	#DIV/0!	-		#DIV/0!	-
Payroll Taxes		#DIV/0!	-		#DIV/0!	-		#DIV/0!			#DIV/0!		l	#DIV/0!			#DIV/0!	-
Health/Welfare/Benefits		#DIV/0!	-		#DIV/0!	-		#DIV/0!	-		#DIV/0!	-	l	#DIV/0!	-		#DIV/0!	-
Workers' Compensation		#DIV/0!	-		#DIV/0!	-		#DIV/0!	-		#DIV/0!	-		#DIV/0!	-		#DIV/0!	-
Sub-Total (Tax & Fringe)															-			-
Total Salaries & Wages			-			-			-			-			-			-
Other Operating Expenses			-			-			-			-			-			
Management Fee			-			-			-			-	ĺ		-	ĺ		-
Start-up Budget ⁽¹⁾									n/a			n/a			n/a			n/a
Total Annual Operating Budgets			-			-			-			-			-			-
Cost/Month (2)			-			-			-			-			-			-

Notes:

Proposed Start-up Budget = One-time proposed cost for transition and start-up expenditures (year-one only)
 Cost/Month =Five-year Total Budget/ 60 months
 Cells shaded green contain formulas, do not amend



FORM A

Operator's Legal Na

Form A - Proposed Operating Budget

		F•	cility Ho. 1,2,3,4	cility Ho. 1,2,3,4	cility Hn. 1,2,3,4	cility Ma. 1,2,3,4	:ility Ma. 1,2,3,
Salaries and Wages ¹		Five-Year Total	Tear One	Teer Tue	Tear Three	Tear Four	Tear Five
	innual Hours					- 1	
Administrative	Hourly Rate			\$0.00	\$0.00	\$0.00	\$0.0
	innual Hours		-	.			
Field Personnel	Hourly Rate	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
		-		-	-	-	
Sub-Total - Salaries and Wages		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
Total - Annual Hours		0.00	0.00	0.00	0.00	0.00	0.
Tasar Hilliaminani		0.00	4.44	4.44	****	****	**
Payrall Tax & Frings Bons	fitr						
Vacation & sick pay accruals	BDIY/8:		0.00	0.00	0.00	0.00	0.
Payroll Taxes	ED1978:	0.00	0.00	0.00	0.00	0.00	0.0
Hoalth/Wolfaro/Bonofits	ED1978:	0.00	0.00	0.00	0.00	0.00	0.0
Warkers' Campensation	EDIY/E	0.00	0.00	0.00	0.00	0.00	0.0
Sub-Total - Payroll Tax & Fring	o Bonofitr	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
Tutal Salaries and Wages		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
Other Operating Expenses							
Inzurance (liablility, GKLL, crin							
Liconso/Pormits	10)		······	······ }	······	······	
		······································	×				
Routine Facility Maintenance		, <u>,</u>	<u>.</u>				
Ropair & Maint - Equipment		0					
Succeina		9	0			0	
Steam Cleaning		9	0	<u>9</u>	<u> </u>	oj	
Subcontractor Sprvices		0	0		0	0	
Ticketr		0	0	이	이	이	
Supplier-Lat		0	0	0	0	0	
Supplior-Offico		0	0	0	0	0	
Crodit Card Foor		0	0	0	0	0	
Tolophano / Data		0	0	0	0	0	
Utilitios		0	0	0	0	0	•••••
		0	0	0	0	0	•••••
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		0		9	9	9	
		0	0		0	0	
		0					
		0	0	0	0	0	
Tutal - Other Operating E	IP+M+I	\$0	\$0	\$0	\$0	\$0	
Management Fee		\$0	şe	\$0	\$0	\$0	•
Start-up Budget ^[3] - One	-si C	\$0	\$0	nta	nfa	nta	n/-
State-ab passage OPS	TIME VE		4-1				

Huter:

Colleshaded green contain formular, do not amend.
Input propused courts in the colleshaded Blue



 $^{^{\}rm 1}$ Salarier and Waqor bared upon propored staffing schedule provided (Form C); annual hours must match the hours shown Form C.

² Pravido dotail for all "Othor Exponzos". You may add additional exponso itoms that correspond to your proposal.

¹ Propared Start-up Budget - One-time propared cart for transition and start-up expenditures (year-one only)



FORM B

Operator's Legal Name:

Form B - Management and Other Fees

Category	Year One	Year Two	Year Three	Year Four	Year Five
¹ Payroll Tax	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
² Worker's Compensation Insurance	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
³ General Liability, GKLL Insurance per space	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
⁴ Per Claim Insurance Deductible Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
⁵ Base Management Fee	-	-	-	-	-

Notes:

Cells shaded green contain formulas, do not amend. DO NOT AMEND Input proposed costs in the cells shaded Blue.

¹ Maximum percentage of payroll with no cut off for SUTA

 $^{^{\}rm 2}$ Maximum percentage of worker's comp.

 $^{^{3}}$ Maximum cost per space; assume 1,135 marked spaces, totals from Facility; 1,2,3,4,5

⁴ i.e. \$2,500, \$5,000, etc.

⁵ Annual base fee.



FORM C

Operator's Legal Name:

Form C - Proposed Staffing Schedule Hours¹

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annual
Administrative Staff									
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
Sub-Total - Adminstrative	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Field Personnel									
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
Sub-Total - Field Personnel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Note:

Cells shaded green contain formulas, do not amend. All other fields can be utilized for input fields. DO NOT AMEND

¹ Enter the number of hours only per day. E.g.: 1,1.25, 1.5,1.75, etc.



FORM D

Operator's Legal Name:

Form D - Proposed Start-UP Budget

#	ltem	Cost
		-
		-
		-
		-
		-
		-
		-
		-
		-
		-
		-
Tota		-

Note:

² Input start up items and proposed costs in the cells shaded Blue.



¹ Cells shaded green contain formulas, do not amend.