



1 manner described below, not to exceed Seven Million Eight Hundred Seventy-Four  
2 Thousand One Hundred Forty-Eight Dollars (\$7,874,148), at the rates or charges  
3 shown in Exhibit "B" (the "Cost Proposal").

4 B. The City's obligation to pay the sum stated above for any one  
5 fiscal year shall be contingent upon the City Council of the City appropriating the  
6 necessary funds for such payment by the City in each fiscal year during the term of  
7 this Agreement. For the purposes of this Section, a fiscal year commences on  
8 October 1 of the year and continues through September 30 of the following year. In  
9 the event that the City Council of the City fails to appropriate the necessary funds  
10 for any fiscal year, then, and in that event, the Agreement will terminate at no  
11 additional cost or obligation to the City.

12 C. City shall pay Operator in due course of payments following  
13 receipt from Operator and approval by City of invoices showing the services or task  
14 performed, the time expended (if billing is hourly), and the name of the Project.  
15 Operator shall certify on the invoices that Operator has performed the services in  
16 full conformance with this Agreement and is entitled to receive payment. Where  
17 billing is done and payment is made on an hourly basis, the parties acknowledge  
18 that this arrangement is either customary practice for Operator's profession, industry  
19 or business, or is necessary to satisfy audit and legal requirements which may arise  
20 due to the fact that City is a municipality.

21 D. City reserves the right to add parking areas and to construct  
22 additional sites to accommodate vehicular parking in the City to be operated by  
23 Operator, or to require upgrades to be made to the Parking Facilities or the services  
24 to be provided under this Agreement by Operator. Such rights may be exercised by  
25 City at any time or from time to time during the term of this Agreement by giving  
26 Operator thirty (30) days written notice from the City Representative. Operator  
27 agrees to operate those additional parking areas or perform the additional services  
28 which may, from time to time, be added by City and such operation shall be in the

1 manner and conform to the terms and covenants of this Agreement, provided that  
2 City and Operator mutually agree upon additional compensation to be paid to  
3 Operator hereunder.

4 E. Operator represents that Operator has obtained all necessary  
5 information on conditions and circumstances that may affect its performance and  
6 has conducted site visits, if necessary.

7 F. By executing this Agreement, Operator warrants that Operator  
8 (a) has thoroughly investigated and considered the scope of services to be  
9 performed, (b) has carefully considered how the services should be performed, and  
10 (c) fully understands the facilities, difficulties and restrictions attending performance  
11 of the services under this Agreement. It the services involve work upon any site,  
12 Operator warrants that Operator has or will investigate the site and is or will be fully  
13 acquainted with the conditions there existing, prior to commencement of services  
14 set forth in this Agreement. Should Operator discover any latent or unknown  
15 conditions that will materially affect the performance of the services set forth in this  
16 Agreement, Operator must immediately inform City of that fact and may not proceed  
17 except at Operator's risk until written instructions are received from City.

18 2. TERM. The term of this Agreement shall commence at midnight on  
19 January 1, 2018, and shall terminate at 11:59 p.m. on December 30, 2020, unless sooner  
20 terminated as provided in this Agreement, or unless the services or the Project is  
21 completed sooner. This Agreement may be extended for two (2) consecutive one-year  
22 periods, at the discretion of the City Manager.

23 3. COORDINATION AND ORGANIZATION.

24 A. Operator shall coordinate its performance with City's  
25 representative, if any, named in Exhibit "C", attached to this Agreement and  
26 incorporated by this reference. Operator shall advise and inform City's  
27 representative of the work in progress on the Project in sufficient detail so as to  
28 assist City's representative in making presentations and in holding meetings on the

1 Project. City shall furnish to Operator information or materials, if any, described in  
2 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
3 perform any other tasks described in the Exhibit.

4 B. The parties acknowledge that a substantial inducement to City  
5 for entering this Agreement was and is the reputation and skill of Operator's key  
6 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
7 reference. City shall have the right to approve any person proposed by Operator to  
8 replace that key employee.

9 4. STAFFING SCHEDULE. The annual staffing plan will be developed  
10 by Operator setting forth the base number of employees, including supervisors, which  
11 Operator will use to operate the Parking Facilities during various hours of the day. The  
12 annual staffing plan will be based upon generally anticipated normal operations at the  
13 Parking Facilities, more particularly described in the Scope of Work attached as Exhibit "A-  
14 2". The specific schedule, and any schedule changes, shall be approved in advance by  
15 the City Representative. In the event the City Representative determines that additional  
16 or fewer employee hours are required in order to properly accommodate the public,  
17 Operator shall add or reduce such personnel as directed by the City Representative in  
18 writing.

19 5. CONTROL OF HOURS AND PROCEDURES. Operator shall at all  
20 times maintain a written schedule delineating the operating hours and operating  
21 procedures for each of the Parking Facilities. Operator shall furnish the City  
22 Representative a copy of said schedules and procedures. Should the City Representative,  
23 upon review and conference with Operator, decide any part of said schedules or  
24 procedures is incompatible or in conflict with the Project, Operator, upon written notice from  
25 the City Representative, shall modify said schedule or procedures to the satisfaction of the  
26 City Representative. Operator agrees that it will operate and manage the Parking Facilities  
27 and provide services in connection therewith in accordance with such approved schedules  
28 and procedures and in a competent and efficient manner.

1           6.     PARKING RATES. The Long Beach City Council is responsible for  
2 setting the parking rates and programs at the Parking Facilities. Operator shall be  
3 responsible for charging and collecting from each customer the appropriate parking fees  
4 based upon the rates and programs established by City. The City Representative will notify  
5 Operator when new rates or programs have been established, or when temporary changes  
6 are made. It is Operator's responsibility to program all parking rates and regulations into  
7 all revenue control equipment at each Parking Facility. In addition, it is Operator's  
8 responsibility to ensure special event rates are in place and programmed in all revenue  
9 control equipment at each Parking Facility.

10           7.     OPERATOR IS SOLE EMPLOYER; DUTY TO INFORM. Operator  
11 agrees to notify each of its current and future employees prior to their performing work  
12 under this Agreement, and all bargaining units representing said employees, that Operator  
13 (1) is the only employing agency and employer; (2) the City of Long Beach is not an  
14 employer with regard to the Parking Facilities operation, but rather a contractor hiring  
15 Operator to perform the terms of this Agreement; and (3) employment at the Parking  
16 Facilities cannot be expected beyond the term of this Agreement. Operator agrees to  
17 inform each employee in writing as to the above details and to obtain a signed  
18 acknowledgment by the employee of such notification.

19           8.     OPERATION MANUAL. Operator shall provide an Operation Manual  
20 ("Manual") to the City Representative for approval within thirty (30) days of the effective  
21 date of this Agreement. The Manual shall specify in detail Operator's instructions and  
22 procedures covering all phases of the parking operation. At all times during the term of  
23 this Agreement, Operator shall be in strict compliance with the Manual. The operating  
24 procedures to be included in the Manual, together with any subsequent changes or  
25 revisions, shall be approved in writing by the City Representative and shall contain, among  
26 others, a program of theft deterrence and avoidance and procedures for handling payment  
27 by credit card, check or promise to pay and collection of delinquent accounts.

28           9.     RIGHTS RESERVED BY CITY. City reserves the right to exercise the

1 following powers:

2 A. Determine, and from time to time, revise the transient and  
3 monthly parking rates. Operator may not set parking rates and fees.

4 B. Install coin-operated parking meters at any location, including  
5 any Parking Facilities mentioned in this Agreement. City shall be responsible for  
6 collecting the coins from parking meters. City shall be responsible for the  
7 maintenance of any such parking meters.

8 C. Validate, for free parking, such parking tickets as are approved  
9 for validation by the City Representative. Operator shall make no other  
10 arrangements for validation without proper authorization, in writing, by the City  
11 Representative.

12 D. Determine requirements under which issuance of monthly  
13 parking permits are to be sold by Operator.

14 E. City or its authorized representative shall have the right at all  
15 reasonable times to inspect the operations of the Parking Facilities to determine if  
16 the provisions of this Agreement are being complied with.

17 10. INDEPENDENT CONTRACTOR. In performing its services, Operator  
18 is and shall act as an independent contractor and not an employee, representative or agent  
19 of City. Operator shall have control of Operator's work and the manner in which it is  
20 performed. Operator shall be free to contract for similar services to be performed for others  
21 during this Agreement; provided, however, that Operator acts in accordance with Section  
22 9 and Section 11 of this Agreement. Operator acknowledges and agrees that (a) City will  
23 not withhold taxes of any kind from Operator's compensation; (b) City will not secure  
24 workers' compensation or pay unemployment insurance to, for or on Operator's behalf; and  
25 (c) City will not provide and Operator is not entitled to any of the usual and customary  
26 rights, benefits or privileges of City employees. Operator expressly warrants that neither  
27 Operator nor any of Operator's employees or agents shall represent themselves to be  
28 employees or agents of City.

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11. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Operator shall procure and maintain, at Operator's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

i. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

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iii. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Operator. Operator shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Operator guarantees that Operator will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Operator shall require that all subOperators or contractors that Operator uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.



1 F. Prior to the start of performance, Operator shall deliver to City  
2 certificates of insurance and the endorsements for approval as to sufficiency and  
3 form. In addition, Operator shall, within thirty (30) days prior to expiration of the  
4 insurance, furnish to City certificates of insurance and endorsements evidencing  
5 renewal of the insurance. City reserves the right to require complete certified copies  
6 of all policies of Operator and Operator's subOperators and contractors, at any time.  
7 Operator shall make available to City's Risk Manager or designee all books, records  
8 and other information relating to this insurance, during normal business hours.

9 G. Any modification or waiver of these insurance requirements  
10 shall only be made with the approval of City's Risk Manager or designee. Not more  
11 frequently than once a year, City's Risk Manager or designee may require that  
12 Operator, Operator's subOperators and contractors change the amount, scope or  
13 types of coverages required in this Section if, in his or her sole opinion, the amount,  
14 scope or types of coverages are not adequate.

15 H. The procuring or existence of insurance shall not be construed  
16 or deemed as a limitation on liability relating to Operator's performance or as full  
17 performance of or compliance with the indemnification provisions of this Agreement.

18 12. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
19 contemplates the personal services of Operator and Operator's employees, and the parties  
20 acknowledge that a substantial inducement to City for entering this Agreement was and is  
21 the professional reputation and competence of Operator and Operator's employees.  
22 Operator shall not assign its rights or delegate its duties under this Agreement, or any  
23 interest in this Agreement, or any portion of it, without the prior approval of City, except that  
24 Operator may with the prior approval of the City Manager of City, assign any moneys due  
25 or to become due Operator under this Agreement. Any attempted assignment or  
26 delegation shall be void, and any assignee or delegate shall acquire no right or interest by  
27 reason of an attempted assignment or delegation. Furthermore, Operator shall not  
28 subcontract any portion of its performance without the prior approval of the City Manager

1 or designee, or substitute an approved subOperator or contractor without approval prior to  
2 the substitution. Nothing stated in this Section shall prevent Operator from employing as  
3 many employees as Operator deems necessary for performance of this Agreement.

4 13. CONFLICT OF INTEREST. Operator, by executing this Agreement,  
5 certifies that, at the time Operator executes this Agreement and for its duration, Operator  
6 does not and will not perform services for any other client which would create a conflict,  
7 whether monetary or otherwise, as between the interests of City and the interests of that  
8 other client. Operator further certifies that Operator does not now have and shall not  
9 acquire any interest, direct or indirect, in the area covered by this Agreement or any other  
10 source of income, interest in real property or investment which would be affected in any  
11 manner or degree by the performance of Operator's services hereunder. And, Operator  
12 shall obtain similar certifications from Operator's employees, subOperators and  
13 contractors.

14 14. MATERIALS. Operator shall furnish all labor and supervision,  
15 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
16 necessary to or used in the performance of Operator's obligations under this Agreement,  
17 except as stated in Exhibit "D".

18 15. OWNERSHIP OF DATA. All materials, information and data  
19 prepared, developed or assembled by Operator or furnished to Operator in connection with  
20 this Agreement, including but not limited to documents, estimates, calculations, studies,  
21 maps, graphs, charts, computer disks, computer source documentation, samples, models,  
22 reports, summaries, drawings, designs, notes, plans, information, material and  
23 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
24 and City shall have the unrestricted right to use and disclose the Data in any manner and  
25 for any purpose without payment of further compensation to Operator. Copies of Data may  
26 be retained by Operator but Operator warrants that Data shall not be made available to  
27 any person or entity for use without the prior approval of City. This warranty shall survive  
28 termination of this Agreement for five (5) years.

1           16.    TERMINATION.  Either party shall have the right to terminate this  
2 Agreement for any reason or no reason at any time by giving thirty (30) calendar days prior  
3 written notice to the other party.  In the event of termination under this Section, City shall  
4 pay Operator for services satisfactorily performed and costs incurred up to the effective  
5 date of termination for which Operator has not been previously paid.  The procedures for  
6 payment in Section 1.B. with regard to invoices shall apply.  On the effective date of  
7 termination, Operator shall deliver to City all Data developed or accumulated in the  
8 performance of this Agreement, whether in draft or final form, or in process.  Operator  
9 acknowledges and agrees that City's obligation to make final payment is conditioned on  
10 Operator's delivery of the Data to City.

11           17.    CONFIDENTIALITY.  Operator shall keep all Data confidential and  
12 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
13 performing its services, during the term of this Agreement and for five (5) years following  
14 expiration or termination of this Agreement.  In addition, Operator shall keep confidential  
15 all information, whether written, oral or visual, obtained by any means whatsoever in the  
16 course of performing its services for the same period of time.  Operator shall not disclose  
17 any or all of the Data to any third party, or use it for Operator's own benefit or the benefit  
18 of others except for the purpose of this Agreement.

19           18.    BREACH OF CONFIDENTIALITY.  Operator shall not be liable for a  
20 breach of confidentiality with respect to Data that: (a) Operator demonstrates Operator  
21 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
22 breach of this Agreement by Operator; or (c) a third party who has a right to disclose does  
23 so to Operator without restrictions on further disclosure; or (d) must be disclosed pursuant  
24 to subpoena or court order.

25           19.    ADDITIONAL SERVICES.  City has the right at any time during the  
26 performance of the services, without invalidating this Agreement, to order extra work  
27 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
28 the work, provided that Operator and City mutually agree upon compensation for such extra

1 work. It is expressly understood by Operator that the provisions of this paragraph do not  
2 apply to services specifically set forth in the RFP or reasonably contemplated in the RFP.  
3 Operator acknowledges that it accepts the risk that the services to be provided pursuant to  
4 the RFP may be more costly or time consuming than Operator anticipates and that  
5 Operator will not be entitled to additional compensation for the services set forth in the  
6 RFP.

7           20.    RETENTION OF FUNDS. Operator authorizes City to deduct from  
8 any amount payable to Operator (whether or not arising out of this Agreement) any  
9 amounts the payment of which may be in dispute or that are necessary to compensate City  
10 for any losses, costs, liabilities or damages suffered by City, and all amounts for which City  
11 may be liable to third parties, by reason of Operator's acts or omissions in performing or  
12 failing to perform Operator's obligations under this Agreement. In the event that any claim  
13 is made by a third party, the amount or validity of which is disputed by Operator, or any  
14 indebtedness exists that appears to be the basis for a claim of lien, City may withhold from  
15 any payment due, without liability for interest because of the withholding, an amount  
16 sufficient to cover the claim. The failure of City to exercise the right to deduct or to withhold  
17 will not, however, affect the obligations of Operator to insure, indemnify and protect City as  
18 elsewhere provided in this Agreement.

19           21.    AMENDMENT. This Agreement, including all Exhibits, shall not be  
20 amended, nor any provision or breach waived, except in writing signed by the parties which  
21 expressly refers to this Agreement.

22           22.    LAW. This Agreement shall be construed in accordance with the laws  
23 of the State of California, and the venue for any legal actions brought by any party with  
24 respect to this Agreement shall be the County of Los Angeles, State of California for state  
25 actions and the Central District of California for any federal actions. Operator shall cause  
26 all work performed in connection with construction of the Project to be performed in  
27 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
28 county or municipal governments or agencies (including, without limitation, all applicable

1 federal and state labor standards, including the prevailing wage provisions of sections 1770  
2 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
3 marshal, health officer, building inspector, or other officer of every governmental agency  
4 now having or hereafter acquiring jurisdiction.

5 23. PREVAILING WAGES.

6 A. Operator agrees that all public work (as defined in California  
7 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
8 Work"), if any, shall comply with the requirements of California Labor Code sections  
9 1770 *et seq.* City makes no representation or statement that the Project, or any  
10 portion thereof, is or is not a "public work" as defined in California Labor Code  
11 section 1720.

12 B. In all bid specifications, contracts and subcontracts for any  
13 such Public Work, Operator shall obtain the general prevailing rate of per diem  
14 wages and the general prevailing rate for holiday and overtime work in this locality  
15 for each craft, classification or type of worker needed to perform the Public Work,  
16 and shall include such rates in the bid specifications, contract or subcontract. Such  
17 bid specifications, contract or subcontract must contain the following provision: "It  
18 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
19 wages to all workers employed by the contractor in the execution of this contract.  
20 The contractor expressly agrees to comply with the penalty provisions of California  
21 Labor Code section 1775 and the payroll record keeping requirements of California  
22 Labor Code section 1771."

23 24. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
24 constitutes the entire understanding between the parties and supersedes all other  
25 agreements, oral or written, with respect to the subject matter in this Agreement.

26 25. INDEMNITY.

27 A. Operator shall indemnify, protect and hold harmless City, its  
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

1 Parties”), from and against any and all liability, claims, demands, damage, loss,  
2 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
3 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
4 in connection with (1) Operator’s breach or failure to comply with any of its  
5 obligations contained in this Agreement, including any obligations arising from the  
6 Project’s compliance with or failure to comply with applicable laws, including all  
7 applicable federal and state labor requirements including, without limitation, the  
8 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
9 acts, errors, omissions or misrepresentations committed by Operator, its officers,  
10 employees, agents, subcontractors, or anyone under Operator’s control, in the  
11 performance of work or services under this Agreement (collectively “Claims” or  
12 individually “Claim”).

13 B. In addition to Operator’s duty to indemnify, Operator shall have  
14 a separate and wholly independent duty to defend Indemnified Parties at Operator’s  
15 expense by legal counsel approved by City, from and against all Claims, and shall  
16 continue this defense until the Claims are resolved, whether by settlement, judgment  
17 or otherwise. No finding or judgment of negligence, fault, breach, or the like on the  
18 part of Operator shall be required for the duty to defend to arise. City shall notify  
19 Operator of any Claim, shall tender the defense of the Claim to Operator, and shall  
20 assist Operator, as may be reasonably requested, in the defense.

21 C. If a court of competent jurisdiction determines that a Claim was  
22 caused by the sole negligence or willful misconduct of Indemnified Parties,  
23 Operator’s costs of defense and indemnity shall be (1) reimbursed in full if the court  
24 determines sole negligence by the Indemnified Parties, or (2) reduced by the  
25 percentage of willful misconduct attributed by the court to the Indemnified Parties.

26 D. The provisions of this Section shall survive the expiration or  
27 termination of this Agreement.

28 26. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 27. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject  
4 to applicable rules and regulations, Operator shall not discriminate against any  
5 employee or applicant for employment because of race, religion, national origin,  
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
7 disability. Operator shall ensure that applicants are employed, and that employees  
8 are treated during their employment, without regard to these bases. These actions  
9 shall include, but not be limited to, the following: employment, upgrading, demotion  
10 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
11 or other forms of compensation; and selection for training, including apprenticeship.

12 B. It is the policy of City to encourage the participation of  
13 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
14 procurement process, and Operator agrees to use its best efforts to carry out this  
15 policy in its use of subOperators and contractors to the fullest extent consistent with  
16 the efficient performance of this Agreement. Operator may rely on written  
17 representations by subOperators and contractors regarding their status. Operator  
18 shall report to City in May and in December or, in the case of short-term agreements,  
19 prior to invoicing for final payment, the names of all subOperators and contractors  
20 hired by Operator for this Project and information on whether or not they are a  
21 Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in  
22 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

23 28. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
24 accordance with the provisions of the Ordinance, this Agreement is subject to the  
25 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
26 Long Beach Municipal Code, as amended from time to time.

27 A. During the performance of this Agreement, the Operator  
28 certifies and represents that the Operator will comply with the EBO. The Operator

1 agrees to post the following statement in conspicuous places at its place of business  
2 available to employees and applicants for employment:

3 "During the performance of a contract with the City of Long Beach, the  
4 Operator will provide equal benefits to employees with spouses and its  
5 employees with domestic partners. Additional information about the City of  
6 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
7 Long Beach Business Services Division at 562-570-6200."

8 B. The failure of the Operator to comply with the EBO will be  
9 deemed to be a material breach of the Agreement by the City.

10 C. If the Operator fails to comply with the EBO, the City may  
11 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
12 to become due under the Agreement may be retained by the City. The City may  
13 also pursue any and all other remedies at law or in equity for any breach.

14 D. Failure to comply with the EBO may be used as evidence  
15 against the Operator in actions taken pursuant to the provisions of Long Beach  
16 Municipal Code 2.93 et seq., Contractor Responsibility.

17 E. If the City determines that the Operator has set up or used its  
18 contracting entity for the purpose of evading the intent of the EBO, the City may  
19 terminate the Agreement on behalf of the City. Violation of this provision may be  
20 used as evidence against the Operator in actions taken pursuant to the provisions  
21 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

22 29. NOTICES. Any notice or approval required by this Agreement shall  
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
24 postage prepaid, addressed to Operator at the address first stated above, and to City at  
25 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
26 to the City Engineer at the same address. Notice of change of address shall be given in  
27 the same manner as stated for other notices. Notice shall be deemed given on the date  
28 deposited in the mail or on the date personal delivery is made, whichever occurs first.



1           30.    COVENANT AGAINST CONTINGENT FEES. Operator warrants that  
2 Operator has not employed or retained any entity or person to solicit or obtain this  
3 Agreement and that Operator has not paid or agreed to pay any entity or person any fee,  
4 commission or other monies based on or from the award of this Agreement. If Operator  
5 breaches this warranty, City shall have the right to terminate this Agreement immediately  
6 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
7 due under this Agreement or otherwise recover the full amount of the fee, commission or  
8 other monies.

9           31.    WAIVER. The acceptance of any services or the payment of any  
10 money by City shall not operate as a waiver of any provision of this Agreement or of any  
11 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
12 Agreement shall not constitute a waiver of any other or subsequent breach of this  
13 Agreement.

14           32.    CONTINUATION. Termination or expiration of this Agreement shall  
15 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
16 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

17           33.    TAX REPORTING. As required by federal and state law, City is  
18 obligated to and will report the payment of compensation to Operator on Form 1099-Misc.  
19 Operator shall be solely responsible for payment of all federal and state taxes resulting  
20 from payments under this Agreement. Operator shall submit Operator's Employer  
21 Identification Number (EIN), or Operator's Social Security Number if Operator does not  
22 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
23 Operator acknowledges and agrees that City has no obligation to pay Operator until  
24 Operator provides one of these numbers.

25           34.    ADVERTISING. Operator shall not use the name of City, its officials  
26 or employees in any advertising or solicitation for business or as a reference, without the  
27 prior approval of the City Manager or designee.

28           35.    AUDIT. City shall have the right at all reasonable times during the

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 term of this Agreement and for a period of five (5) years after termination or expiration of  
2 this Agreement to examine, audit, inspect, review, extract information from and copy all  
3 books, records, accounts and other documents of Operator relating to this Agreement.

4 36. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
5 designed to or entered for the purpose of creating any benefit or right for any person or  
6 entity of any kind that is not a party to this Agreement.

7 IN WITNESS WHEREOF, the parties have caused this document to be duly  
8 executed with all formalities required by law as of the date first stated above.

9 LAZ PARKING CALIFORNIA, LLC, a  
10 Connecticut limited liability company  
11 2/21/17, ~~2017~~ By [Signature]

12 Name Michael Harth  
13 Title President, West Region

14 \_\_\_\_\_, 2017 By \_\_\_\_\_  
15 Name \_\_\_\_\_  
16 Title \_\_\_\_\_

"Operator"

17 CITY OF LONG BEACH, a municipal  
18 corporation  
19 [Signature], ~~2017~~ By [Signature]  
20 City Manager

"City"

21 This Agreement is approved as to form on 1-18, ~~2017~~ <sup>2018</sup>

22 CHARLES PARKIN, City Attorney

23 By [Signature]  
24 Deputy  
25  
26  
27  
28

BID NO. N/A  
BOND NO. 100375689

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we, LAZ Parking California, LLC 13403 Northwest  
As PRINCIPAL, and U.S. Specialty Insurance Company Located at Freeway, Houston  
State of TX, Admitted as a surety in the State of California and authorized to transact business in the State of California, as  
**SURETY**, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of  
Seven Million Eight Hundred Seventy Four Thousand One Hundred Forty Eight and 0/100 DOLLARS  
(\$ 7,874,148.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)  
with said City of Long Beach for the Parking Operations and Management Agreement, And  
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements  
and obligations of said contract on said Principal's part to be kept, done and performed, at all times and in the manner specified therein, then  
this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in  
the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any  
extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal  
to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors,  
successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes,  
extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety  
unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact  
premature, and the only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the  
amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with  
all of the formalities required by law on this 21st day of December, 20 17.

LAZ Parking California, LLC  
CONTRACTOR / PRINCIPAL  
By: [Signature]  
Name: Raymond Skoglund  
Title: VP Treasurer

U.S. Specialty Insurance Company  
SURETY  
By: [Signature]  
Name: Marion R. Vail  
Title: Attorney-in-Fact  
Telephone: (713) 462-1000

By: [Signature]  
Name: Jeffrey N Kamp  
Title: President & Secretary

Approved as to form this 23rd day of Feb., 20 18

Charles Parkin, City Attorney  
By: [Signature] Deputy

approved as to sufficiency this 23rd day of January, 20 18

By: [Signature]  
City Manager/City Engineer

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond  
Certificate of Acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate  
Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

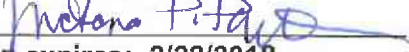
State of Connecticut

County of Hartford

On 12/21/2017 before me, Victoria P. Parkerson, Notary Public  
(insert name and title of the officer)

personally appeared Marion R. Vail  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)  
My commission expires: **2/28/2018**



TOKIOMARINE  
HCC

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

**MARION R. VAIL**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100375689 issued in the course of its business and to bind the Company thereby, in an amount not to exceed Fifteen million and 00/100 (\$15,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1<sup>st</sup>, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U. S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18<sup>th</sup> day of December 2017.

State of California  
County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY  
By: Adam S. Pessin  
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18<sup>th</sup> day of December 2017, before me, Patricia Kanegawa Perez, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia Kanegawa Perez (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of December, 2017.

Bond No. 100375689  
Agency No. 16430



Kio Lo  
Kio Lo, Assistant Secretary



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Connecticut

County of Hartford

On December 21, 2017 before me, Heather Nollez, Compliance Officer  
(insert name and title of the officer)

personally appeared

Jeffrey N. Karp, President & Secretary, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

HEATHER P. NOLLEZ  
NOTARY PUBLIC OF CONNECTICUT  
(Seal) # 158554  
My Commission Expires 5/31/2021

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Connecticut

County of Hartford

On December 21, 2017 before me, Heather Nollez, Compliance Officer  
(insert name and title of the officer)

personally appeared  
Raymond Skodund, Executive VP, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

HEATHER P. NOLLEZ  
NOTARY PUBLIC OF CONNECTICUT  
(Seal) # 158554  
My Commission Expires 5/31/2021



# EXHIBIT “A-1”

Request for Proposals PW17-033



City of Long Beach  
 Purchasing Division  
 333 West Ocean Boulevard, 7<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number PW17-033**  
**For**

**Citywide Parking Operations and Management Services**

Release Date:	03/23/2017
Mandatory Pre-Proposal Meeting:	03/30/2017
Questions Due to the City:	04/05/2017
Posting of the Q & A:	04/12/2017
Due Date:	05/11/2017

*City Contact: Karla Lopez Buyer 562-570-7082*

**See Section 4 for instructions on submitting proposals.**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2016 0919



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

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**ATTACHMENTS**

- A SCOPE OF WORK
- B PRO-FORMA AGREEMENT
- C CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- D STATEMENT OF NON-COLLUSION
- E DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- F W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
- G EQUAL BENEFITS ORDINANCE FORM
- H SECRETARY OF STATE PRINTOUT
- I INDEMNIFICATION AND INSURANCE REQUIREMENTS
- J SECURITY RATES WORKSHEET
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**APPENDICES**

- A Facilities Information
- B-1 Electric Vehicle Charging Stations
- C-1 United Food and Commercial Worker’s Local No. 324 Contract
- E-1 Facilities Equipment Summary
- F Parking Access and Revenue Control Equipment Maintenance and Security Contracts/Agreements
- G-1 Sample Staffing Plan
- H-1 Proposed Capital Improvement Project Costs
- I-1 Maintenance Schedule Summary
- J-1 Sample Parking Structure Inspection Form
- K-1 1-Year Ticketing Summary



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## **1. OVERVIEW OF PROJECT**

The City of Long Beach ("City"), acting through its Public Works Department, seeks proposals from qualified and experienced professional parking operations firms to provide field staffing, field management, and field parking operations for the City's parking system. The services are anticipated to commence on June/July 1, 2017 for a period of three years, contingent upon approval of the Long Beach City Council. The Agreement shall also include two one-year optional extensions at the discretion of the City. It is anticipated that the awarded firm will also operate the new valet parking service after construction has been completed, and provide ground transportation and taxicab coordination services.

It is the goal of the City to provide, manage and maintain first-class parking facilities and services at the City's parking facilities and to enhance the City's image, quality, and level of service. This RFP was developed with the following objectives:

- To provide superior customer service
- To enhance the experience for City visitors and residents
- To optimize the financial return to the City

The City intends to select the firm that best understand and meet the stated objectives and other qualification and evaluation criteria as further stated in this RFP.

### **About City Parking Facilities**

The 25 City parking structures and lots provide transient and monthly parking in the downtown and beach areas. The table below delineates each of the City's parking structures and lots. The City parking structures and employee lots included in this RFP have a combined 8,310 spaces as shown in **Appendix A-1, Facilities Information**. This appendix provides additional miscellaneous information pertaining to each lot. The number of lots may be reduced during the course of the three-year contract and subsequent extensions as a result of the sale of Successor-Agency owned lots and properties.



City of Long Beach  
 Purchasing Division  
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 Long Beach, CA 90802

**Overview of Parking Lots/Structures:**

#	Type (Lot/Structure)	Facility Name	Address	Spaces
1	Structure	Aquarium	99 Aquarium Way	1434
2	Structure	City Place A	50 E. 6th Street	946
3	Structure	City Place B	50 E. 5th Street	864
4	Structure	City Place C	50 E. 3rd Street	598
5	Structure	Civic Center	332 W. Broadway	699
6	Structure	Lincoln Garage	333 W. Broadway	249
7	Structure	Arden Garage	100 W. Broadway	625
8	Lot	City Place B Surface	50 E. 5th Street	54
9	Lot	Pacific @ 3rd and 4th	125 W. 3rd Street	137
10	Lot	Pacific @ 7th	140 W. 7th Street	32
11	Lot	Long Beach Blvd & Broadway	145 Long Beach Blvd	68
12	Lot	City East	335 E. Broadway	164
13	Lot	M-1	125 Long Beach Blvd.	57
14	Lot	Promenade Lot	233 The Promenade North	118
15	Lot	Linden	Linden Ave/South St	32
16	Lot	Market	Long Beach Blvd/Market St	16
17	Beach Lot	Pier Point Landing	200 Aquarium Way	146
18	Beach Lot	Marina Green	386 E. Shoreline Drive	388
19	Beach Lot	Alamitos Lot	802 E. Ocean Blvd.	143
20	Beach Lot	Junipero Lot	2100 E. Ocean Blvd.	350
21	Beach Lot	Belmont Pier Lot	0 Belmont Shore Pier	273
22	Beach Lot	Granada Lot	5100 E. Ocean Blvd.	400
23	Beach Lot	LaVerne Lot	5200 E. Ocean Blvd.	128
24	Beach Lot	54th & Claremont	5400 E. Ocean Blvd.	146
25	Beach Lot	Marine Park (Mother's Beach)	5839 Appian Way	158



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333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## 2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

<b>Awarded Contractor</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department / Division</b>	City of Long Beach, Department of Public Works.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
<b>Fiscal Year</b>	The period between October 1 of the current year and September 30 of the upcoming year.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Parking Administrator</b>	City of Long Beach staff in charge of parking operations, management, and oversight.
<b>Parking Facilities</b>	Parking structures and lots identified in <b>Appendix A-1</b> .
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Contractor who will provide services identified in this RFP.



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 Long Beach, CA 90802

**Union** United Food and Commercial Workers Union Local #324, United Food and Commercial Workers International Union

**3. SCOPE OF PROJECT**

See Attachment A, SCOPE OF WORK.

**4. SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM on April 5, 2017. Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

**4.2 RFP Timeline (times indicated are Pacific Time)**

<b>TASK</b>	<b>DATE/TIME</b>
Mandatory pre-proposal meeting	March 30, 2017 at 10:00 AM
Deadline for submitting questions	April 5, 2017 by 11:00 AM
Answers to all questions submitted available	April 12, 2017 by 4:00 PM
Deadline for submission of proposals	May 11, 2017 by 11:00 AM
Evaluation period	May 12, 2017 – June 9, 2017
Selection of Contractor	On or about June 20, 2017

**NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.**

**4.2.1 Mandatory Pre-Proposal Meeting**

A mandatory pre-proposal meeting is scheduled for March 30, 2017 at 10:00 AM at City Hall 9<sup>th</sup> floor Conference Room, 333 W. Ocean Blvd., Long Beach



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

CA 90802. The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available.

Public Parking is available at the Broadway/Civic Center garage located at 332 W. Broadway, Long Beach CA 90802. Parking will not be validated.

RSVPs are not required, but helpful in determining the required City staff needed to assist at the pre-proposal meeting. Please use the "RSVP" button on the PlanetBids site to RSVP

#### 4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned, and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

4.4 Proposals must be received by 11:00 AM (PT) on May 11, 2017. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.





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Long Beach, CA 90802

- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts:

**Part (1) – Narrative/Technical Proposal**

**Part (2) – Cost Proposal**

**THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together.**



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Purchasing Division  
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Long Beach, CA 90802

## **5. PROPOSAL EVALUATION AND AWARD PROCESS**

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
  - 5.1.2 Experience in performance of comparable engagements;
  - 5.1.3 Expertise and availability of key personnel;
  - 5.1.4 Financial stability.
  - 5.1.5 Conformance with the terms of this RFP; and
  - 5.1.6 Reasonableness of cost.
- 5.2 Award of contract may be based upon the quality and thoroughness of the proposer's response to each of the following additional factors:
- 5.2.1 **Parking Management Experience:** Background, qualifications, and experience of the proposer managing complex parking operations in a high volume dense urban environment. The City will consider the quality of past performance with regard to customer service, reliability of service, facility maintenance, and experience working with publically owned parking facilities. It is highly desirable that participants in this procurement have been operating as the primary parking facility operator for a municipal parking operation with both parking lots and structures for the past five consecutive years.
  - 5.2.2 **Staffing Service Plan:** Quality, comprehensiveness, and feasibility of the proposer's plan for staffing special events and peak parking demand periods, management personnel, training.
  - 5.2.3 **Customer Service Plan:** The proposer is expected to include performance standards and systems to ensure high quality customer service levels, including during high peak parking demand periods.
  - 5.2.4 **Operation Plan:** Quality, comprehensive nature, and feasibility for the proposed structure, procedures and methods of operation as presented in the Proponent's Operations Plan, including incorporation of best practices, performance measurements and reporting, training, and quality control. Brief descriptions of previous experiences should be used as examples of how quality control was achieved with former clients using documented experience.
  - 5.2.5 **Operating Budget:** Consultants' overall operations should encourage cost effective work services in the proposed three-year Operating Budget. Cost control, performance within budget allocations, prudent accounting practices, management and clear communication with City staff are essential to the success of this program.
  - 5.2.6 **Event Experience:** Experience with deploying parking plans for large volume



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Purchasing Division  
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seasonal and event based parking demands, including TV and Movie filming, high profile events (e.g. marathons, concerts, conventions), and seasonal beach visitors and tourism.

- 5.3 Proposals shall be kept confidential until a contract is awarded.
- 5.4 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.5 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.6 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.7 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
- 5.8 The City's primary objective is to select the proposal that offers the highest quality services that will achieve the program goals and objectives within a reasonable budget. In determining and evaluating the best proposals, cost will not necessarily be the controlling factor, but quality, efficiency, utility, suitability, and reputation of the service in general use will also be considered with any other relevant factors.

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

### 6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who



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submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

### 6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

## 7. PROJECT SPECIFICATIONS

See Attachment A, SCOPE OF WORK.



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8. **WARRANTY/MAINTENANCE AND SERVICE**

Contractor shall oversee Warranty/Maintenance coverage from manufacturers for all parking access and revenue control equipment utilized solely for Contractor's internal operations during the contract term.

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address, and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings;
  - d) Statement of Changes in financial position;
  - e) Letter from the proposer's banking institution;
  - f) Statement from a certified public accounting firm.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to



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the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

**9.2 Subcontractor Information**

**9.2.1 Does this proposal include the use of subcontractors?**

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

**9.3 References**

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

**9.4 Business License**



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The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

## 10. COST

Contractor must complete **Attachment K**:

Cost Proposal Worksheet for the three-year contract with percentage increase for the first and second renewal options, Cost Proposal Summary, and Management and Labor Worksheet.

Contractor will only be reimbursed for the actual costs of the services performed for this contract, which will be submitted to the City as reimbursable expenses. Approval from the Parking Contract Administrator must be obtained before reimbursable purchases are made. Detailed copies of the invoices for these expenses and any work performed will be submitted to the City on a monthly basis. Contractor shall provide reimbursable invoices within a reasonable period of time after work has been completed or good(s) received. Invoices more than 45 days past due are not considered received in a reasonable time. The City will not issue reimbursements for late fees incurred by Contractor.

The submitted Cost Proposal Summary will be used to generate a "not to exceed" amount for each Line Item on an annual basis. Any costs above the proposed amount for each Line Item will be the sole responsibility of the Contractor. Any amounts not spent in the current year will not be rolled over to future years. At the City's sole discretion, Contractor may be permitted to use savings from one Line Item to pay for services in a different Line Item. However, such an allocation shall require prior written approval from the City.

Cost proposal shall be submitted as follows:

- All-inclusive costs and pricing reflecting the services specified in **Attachment A**, Scope of Work.
- Additional costs associated with the responsibilities and related services indicated herein.

The following staffing cost items are related to the Line Items contained in **Attachment K**, Cost Proposal Summary.



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### **Parking Management and Operations Staff**

Contractor shall provide the necessary management, administrative, operations, maintenance, and customer service, and ambassador personnel with expertise in customary industry standards in order to provide the most efficient operation of parking services. Contractor's personnel policies shall at all times be in conformance with all applicable local, state and federal laws and regulations. Contractor will provide the City with an updated staffing plan per format approved by the City at the beginning of each quarter. City reserves the right to approve the final staffing plan submitted by the Contractor. Contractor must use **Attachment K-5** to calculate the Management and Labor Staff costs for each location. Although there may be some services in the Maintenance or Parking Operations sections that will be completed by Contractor's employees/staff, all internal labor costs and payroll expenses and benefits must be accounted for and included in the Management and Labor Parking Staff section in **Attachment K**.

Contractor shall employ only such persons and subcontractors as are competent and qualified to provide the services for which they have been hired in accordance with the requirements of this document and City policies, practices, procedures, and standards. All employees and subcontractors shall meet all applicable qualifications established by federal, state and local laws and regulations. The City reserves the right to require the removal of employees or subcontractors from service at its sole discretion. Contractor will make reasonable efforts to minimize turnover in staffing positions which provides a more consistent parking experience and increased efficiencies.

### **Management and Labor Staff Costs**

The contractor shall use **Appendix G-1, Sample Staffing Plan** as a guide for providing management, operations, and maintenance staffing for city's parking facilities. The following key personnel should be considered: Project Manager, Senior Facility Manager, Facility Manager, Assistant Manager Administration, and Administrative Staff. All management staff shall be full-time and primarily located in the 275 E. 4<sup>th</sup> Street Parking Garage. These positions may also require additional duties as directed by City. The Contractor shall include the background and experience of the key management staff proposed for this contract. The Contractor shall provide an organization chart showing the proposed management, operations, and maintenance staff. The City reserves the right to approve the key management staff proposed by the contractor.

### **Management Staff Classifications**

**Project Manager** – Must demonstrate at a minimum the following qualifications and experience: 5 years prior responsibility for facilities and staff size similar to the City including employee evaluations and discipline, scheduling, payroll experience, proficiency with a computer including email and Microsoft Office





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programs, significant experience in different types of parking operations, experience with POF operations, prior responsibility for performance of subcontractors, auditing and report generating, customer service skills, and excellent communication and leadership skills.

**Senior Facility Manager** – Same qualifications and experience to those listed for the Project Manager but only 2 years' prior experience is required. The Senior Facility Manager must be capable of becoming the Acting Project Manager when the Project Manager is unavailable. If the Project Manager position becomes vacant, the Senior Facility Manager must be qualified to temporarily or permanently fill in as requested.

**Facility Manager** – Similar qualifications and experience to those listed for the Assistant Manager but more emphasis will be placed on the operational skills (customer service skills, special event management, self-park, and valet operations).

**Assistant Manager Administration** – Must have prior experience related to all office functions including invoicing, bookkeeping, revenue reconciliation, supervising, and significant reporting. This position will be responsible for all aspects of the office functions.

**Administrative Staff** – Must have prior experience providing customer service, performing clerical tasks, book keeping, schedule coordination and miscellaneous office tasks required for management and operation of facility.

#### **Management Staff Burden Costs**

Included in this Line Item will be all actual payroll burdens for the management staff classifications (Project Manager, Senior Facilities Manager, Facility Manager, Office Manager, Administrative Staff, Shift Leaders), including, but not limited to, payroll taxes and worker's compensation.

#### **Management Benefit Costs**

Included in this Line Item will be all benefits for management staff classifications, including but not limited to health & welfare benefits, dental coverage, vision coverage, and life insurance. The benefits offered shall be comparable for all personnel retained by Contractor to work at the City parking facilities.

#### **Operations Staff Classifications**

**Shift Leaders** – Are ambassadors that have some limited autonomy to move ambassadors where needed, or make limited decisions in customer service. They are also used at various locations to give breaks and, in some cases, close out cashiers.



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**Maintenance Staff** – Must have prior experience performing maintenance tasks as outlined in **Attachment A, Scope of Work**.

**Ambassadors** – Perform day-to-day cashiering tasks at various facilities as shown in **Appendix A-1, Facilities Matrix**

### **Operations and Maintenance Staff Burden Costs**

#### Maintenance Labor Costs

The contractor shall use the Sample Staffing Plan shown in **Appendix G-1** to calculate parking maintenance staff costs. All maintenance employees are currently represented by United Food and Commercial Workers Union Local #324, United Food and Commercial Workers International (Union). A copy of current Union contract is provided for reference in **Appendix C-1**.

#### Maintenance Burden Costs

Included in this Line Item will be all actual payroll burdens for maintenance staff identified, including but not limited to payroll taxes and worker's compensation.

#### Maintenance Benefit Costs

Included in this Line Item will be all benefits for maintenance staff, including but not limited to: health & welfare benefits, dental coverage, vision coverage, and life insurance, in accordance with all Union agreements.

#### Ambassador and Shift Leader Labor Costs

The contractor shall use sample staffing plan shown in **Appendix G-1** to calculate actual ambassador levels for facilities in **Appendix A-1**. The Contractor shall use this information as a guide to calculate parking staff costs. All ambassadors are currently represented by United Food and Commercial Workers Union Local #324, United Food and Commercial Workers International (Union).

#### Ambassador Burden Costs

Included in this Line Item will be all actual payroll burdens for ambassadors and shift leaders, including but not limited to payroll taxes and worker's compensation.

#### Ambassador Benefit Costs

Included in this Line Item will be all benefits for ambassadors, including but not limited to:

Health & welfare benefits, dental coverage, vision coverage, and life insurance, in accordance with all Union agreements.

### **City of Long Beach Minimum Wage Requirements**

Currently, the Long Beach City Council is considering amending the minimum wage rates as follows:



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January 1, 2017: \$10.50  
January 1, 2018: \$12.00  
January 1, 2019: \$13.00

January 1, 2020: \$14.00  
January 1, 2021: \$15.00  
January 1, 2023: Set with CPI for LA metro area

The contract wages will need to be adjusted should new minimum wage rates be adopted.

### **Contractor's Operations Office**

City will provide the Contractor with an office located at 275 E. 4<sup>th</sup> Street to house all of contractor's main staff. There will be no cost for the office space, but all utility, telephone, communications, and related costs for the office will be the Contractor's responsibility and, therefore shall be covered under Utilities Line Item in Parking Operations Section of **Attachment K-1, K-2, and K-3**. All utility costs related to maintenance and operations of all parking facilities are not Contractor's responsibility. Offices will also be provided to the Contractor staff at the Aquarium, Civic Center, and City Place Garages.

Contractor will be provided with limited storage space at each parking structure. Should Contractor require any additional off-site storage, City may reimburse Contractor for storage on a monthly basis, subject to City approval.

### Utility Vehicles

Contractor shall include the cost of any utility vehicle that is needed for day-to-day operations of its parking facilities under the Utility Vehicle line item in **Attachments K-1, K-2, and K-3**. Utility vehicles may include golf carts if needed by contractor.

### Management Fee

Contractor shall provide the cost of management fee for the contract that includes profits and any additional costs not included under labor and management costs.

## **11. BONDS**

### **11.1 Faithful Performance Bond**

The successful proposer shall submit a Faithful Performance Bond for 100 percent of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long



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Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7<sup>th</sup> Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

#### 11.2 Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

### 12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts, or transcriptions.

12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services, and activities in accordance with the



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provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).



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- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the



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course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

### **13. TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of 36 months with two annual renewal options at the discretion of the City. The contract term will not exceed 60 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.



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- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.





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- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.



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- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment C** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.
- All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.
- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and



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regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.

Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.



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In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

### 13.28 Liquidated Damages

#### Key Personnel Retention

The "Key Personnel" identified in the contractor's proposed staffing, specifically the Project Manager and Senior Facilities Manager positions, are crucial to the day-to-day operations which will be provided under this contract. The City is requiring these personnel be dedicated solely to this project for the Term of the Agreement.

Liquidated damages: Separated "Key Personnel" three-month salary per occurrence, if any Key Personnel identified above, is reassigned or promoted to another position by the Contractor, without City consent, during the term of the agreement.

#### Actual Damages for Non-compliance

The scope of work outlined in this RFP is required to maintain the City parking facilities and parking operations in the most efficient manner possible. Non-compliance with the requirements of the Agreement will result in deferred maintenance items that can increase overall costs or reduce service quality. Among other things, this can expose the City to liability and negatively impact the City's reputation and/or customer parking experience. Contractor is required to perform all services as outlined in the scope of work and any related Attachments. Contractor shall be held responsible for any damages, costs or expenses arising out of the performance or non-performance of the scope of work by Contractor or its employees, agents, and subcontractors. Without prejudice to other available remedies at law or in equity, City reserves the right to withhold payment to Contractor for services or materials that the City provides due to the Contractor's default, or for the cost sufficient to secure Contractor's performance under the Agreement.



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## **Attachment A**

### **SCOPE OF WORK**

The Contractor shall perform the following:

1. Provide all parking management services necessary to operate, manage and maintain the Parking Facilities listed in **Appendix A-1** on an on-going basis. Contractor shall use its best efforts to provide these parking management services in a manner so as to make the City's parking program as profitable as reasonably possible while providing the highest standard of professional, courteous, efficient, and safe services.
2. Demonstrate how Contractor will achieve City of Long Beach's goal of operating and maintaining its parking assets as first-class facilities by providing excellent customer service in well-maintained and safe public parking facilities at a reasonable cost, while maximizing parking occupancy levels and revenues by practicing sound parking management principles and effective and creative marketing strategies.
3. Collect parking revenues from the public for daily parking (including pay-on-foot machines), monthly parking permits, keycards, and validation sales. "Gross revenues" include all revenue generated from City parking facility operations, including, but not limited to, parking fees collected by the Contractor from the daily parking of vehicles, parking permit revenue, and special user fees. "Gross revenues" is also defined as the cash register total for each shift at each City parking facility. See additional information under Revenue Control section below.
4. Assist the City with revenue forecasting related to rate change proposals submitted to City Council, and may participate in staff presentations to Council. Parking fees are established and approved by the City Council prior to implementation. At its sole discretion, the City shall set and regulate prices, rates, and fees for the use of City parking facilities by the public, and hours of operation. Revenue forecasts must be updated to account for any approved rate changes.
5. Prepare deposits of all gross revenues received by Contractor in its operation of the City parking facilities. Deliver deposits by means of armored transport to the City's bank and deposit into City's account. All gross revenue received by the Contractor shall, immediately upon collection and receipt thereof, become property of the City. The Contractor shall be responsible for the gross revenue until such time as it is deposited with the City's bank. See additional information under Revenue Control section below.
6. Reimburse the City for any lost revenues that can be clearly verified due to, but not limited to, robbery, theft (employee or otherwise), or negligence.



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7. Provide maintenance services for City parking facilities, using environmentally-friendly cleaning materials and equipment whenever possible. Inspect and coordinate City parking facility maintenance services performed by City staff. Provide costs, schedules, a list of proposed subcontractors, and maintenance manuals. Additional information is outlined as part of the Maintenance Services for Parking Facilities section below.
8. Consult with regularly and advise the City on matters regarding the operation of the City parking facilities.
9. Obtain prior City approval of changes to established parking operation procedures prior to implementation.
10. Ensure all special uses of City parking facilities, such as special events, filming, maintenance work, or other non-parking use are in accordance with established permitting and approval requirements.
11. Honor all special parking permits and services approved by the City in parking lots, structures, and pier parking facility approved by the City from time to time.
12. Obtain and maintain, during the term of the Agreement with the City, all appropriate permits, licenses, and certificates that may be required in connection with the performance of parking management services, including a City business license. Contractor is required to maintain a business license and pay business licenses taxes in accordance with local law.
13. Provide all services in a manner commensurate with the highest professional standards by qualified and experienced personnel. All services shall be provided directly by the Contractor, and no subcontract may be entered into without the prior written approval from the City.
14. Adjust operations as necessary to accommodate lot additions, construction, earthquake retrofitting, improvements, and installation of new revenue equipment, hardware or software, modifications of entrance/exit locations, addition of or changes to landscaped areas, or any other change the City may make at its sole discretion.
15. Comply with all federal, state and local legislation prohibiting discrimination against any person because of their race, color, religion, sex, gender, gender identity, marital status, sexual orientation, disability, military or veteran status, age, national origin, or ancestry.
16. Contractor shall enter into an Agreement with the City and shall be required to commence operation of the parking facilities in accordance with the start-up date stipulated in the Agreement.
17. Provide validations to the City as requested within 48 hours.



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18. Maintain and manage a waiting list for monthly keycards. Operation of City Parking Programs, including the processing of parking validations and permits.
19. Provide the City with a robust web-based reporting platform enabling the City to generate reports and view data as to occupancy, revenues, expenditures, tickets, et al. This system should integrate with Data Park, T2/Digital Payment Machines, and IPS.
20. Personnel training according to City specifications as well as Contractor's own Curriculum.
21. Management of monthly parking functions, possibly including the on-line contracted permit systems.
22. Recommend strategies to improve customer service, reduce costs, and enhance revenues.
23. Provide City information and directions to the public as needed.
24. Specified maintenance and Parking Facility custodial staffing and services.
25. Provide daily Parking Facility inspections to ensure cleanliness, maintenance and safety standards are being addressed and maintained.
26. Develop and implement Special Event parking plans as specified by the City;
27. Properly operate all components of the Revenue Control System, Parking Guidance System, security monitoring devices and fire suppression equipment in the Parking Facilities;
28. Once Contractor takes over monthly parking responsibilities, maintain a credit card authorization account for monthly parking revenue.
29. Contractor may occasionally be required to work with key stakeholders in City's parking operations. Said stakeholders are listed in **Appendix A-1a**.

### **REVENUE CONTROL, CASH & CREDIT CARD HANDLING PROCEDURES AND REQUIREMENTS**

#### **Control of Parking Cash Receipts**

The Contractor shall design, implement, and maintain a system of internal controls to account for parking facility and office receipts. Tickets must be printed to the City's specifications. The system shall, at a minimum, include the following at each parking facility:



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1. Use of sequentially numbered, time-stamped tickets for all attendant parking, and the use of pay machines, parking revenue control system, and point of sales system according to the City's specifications.
2. A secure system for collecting and moving cash from parking lots and structures to a cash-counting facility, including the use of armored transport to the deposit location designated by the City. City must approve the armored transport company proposed by the Contractor.
3. Procedures that keep collected revenue separate from the various operations or parking facilities.
4. Procedures that ensure separation of duties, including separating cashiers and supervisors in City parking facilities from the Contractor office staff responsible for counting cash and reconciling cash receipts. Cashiers and supervisors will not pull reports or reconcile the cash, to ensure the required separation of duties. There will be a minimum of two (2) staff present at all times during counting and reconciling activities to ensure checks and balances and to minimize collusion. Contractor staff assigned to generate revenue reports must also be separated from staff responsible for cash counting and deposit preparation duties to avoid forced balancing.
5. Record issued ticket numbers, batch numbers, and total tickets sold at each City parking facility daily.
6. Cash out all pay machines and deposit revenues daily.
7. Maintain daily log of all above entries. Contractor must report all overages and shortages daily.
8. Maintain tickets in a manner consistent with industry standards, allow for independent audit verification of reports of gross receipts, and approved by the City.

The Contractor shall provide the City with a monthly report on the purchase and disposition of all parking tickets and permits. Reports shall indicate serial numbers of tickets assigned and sold at each parking facility. The City must be granted access and will periodically audit inventory of used, unused, and retained tickets; transactions; receipts; and records.

### **Credit Card Transactions**

To facilitate payment of parking fees by credit card, the City has installed credit card equipment and software at certain parking facilities. Contractor agrees to cooperate with the City, including the City's designated third party vendors, to facilitate the payment of parking fees through credit cards. Contractor will report the need for any service request immediately (within 4 hours) to the City and to the City's third party vendors, DataPark, Inc., T2 Systems, and Sentry. From time to





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time, the City may provide additional direction to the Contractor in writing regarding services required to facilitate payment of parking fees by credit cards.

### **Deposit of Cash Receipts/Revenues**

The City has the right to install, monitor, and service recording devices including, but not limited to video, audio, and digital equipment at all locations where cash receipts/revenue are handled. Security equipment may also be located in areas where Contractor staff who do not handle cash are working. The Contractor shall follow procedures consistent with industry standards and approved by the City Treasury Section for the depositing of daily cash receipts.

While funds collected are the property of the City, the Contractor is responsible for the funds until they are deposited into the City's bank account.

Daily submission of Parking Access and Revenue Control System (PARCS) equipment-generated reports, daily cash receipts, copies of deposit slips, and equipment-generated summary of credit card sales must be submitted to Parking Administrator no later than 48 hours after collection of revenue. PARCS reports and revenue summary reports must not be pulled or prepared until after the daily deposit has been transported to the bank to minimize possibility of forced balancing.

All monies collected by the Contractor as part of any parking program become the sole property of the City when collected. Contractor shall provide a guarantee of funds, to the extent set forth in this Agreement.

Until monies charged and collected by the Contractor on behalf of the City are transferred out of Contractor's custody in a manner approved by the Parking Administrator, the Contractor shall assume all risk of loss of such monies, including, but not limited to, loss by damage, destruction, disappearance, theft, fraud, counterfeit bills/coins, or dishonesty.

Contractor shall accept cash, credit, and debit cards/systems as payment as appropriate for transient parking. For monthly permits, Contractor may accept personal checks which shall comply with the following: check is imprinted with the name, address and phone number, and be written upon a California bank.

Gross Daily Collections shall be transported by armored courier for deposit to the City's designated depository within 24 hours of receipt or no later than the end of the next Business Day.

The Contractor's obligation to deposit Gross Daily Collections shall survive the expiration or earlier termination of this Agreement.

Contractor shall immediately document and report any malfunctioning revenue control equipment to the designated maintenance vendor and subsequently notify the Parking Administrator of the problem and the status of its resolution.



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## Monthly Parking

The Contractor will administer the monthly access card program where applicable. This includes activating/deactivating cards, invoicing cardholders, maintaining a waiting list, and collecting on all accounts. The Contractor will maintain detailed records of any transactions, inventory, or revenue at the City parking facilities and provide them to the City upon request. These records shall include at a minimum, but not limited to, any items customary to the parking operations industry such as monthly keycard reconciliations, receipts and payment records, and monthly parking applications.

Prior to the beginning of each month, the Contractor shall charge and collect appropriate monthly parking fees from Monthly Parking Customers. No Monthly Parking customer who has not paid their monthly fee by the first of the month shall be permitted to park at a Parking Facility.

Prior to issuing an access card for monthly parking, the Manager shall charge and collect the appropriate monthly parking fee for the first month.

As of the commencement date of this Agreement, a third-party vendor (iParq) handles all monthly parking. So long as iParq provides Manager with a list of monthly parkers that have not paid their monthly parking fee, Manager agrees to prevent unpaid monthly parkers from parking in the Parking Facilities. At the time that Manager begins handling monthly parking for City (which shall be documented in writing between the parties), prior to the beginning of each month, the Manager shall charge and collect appropriate monthly parking fees from monthly parking customers. If a monthly parking customer has not paid his or her monthly fee by the first of the month, they shall not be permitted to park at a Parking Facility, except as a transient customer unless specifically authorized by City.

## Annual Passes

The City offers several annual passes at select beach lots. Contractor will be responsible for the sale of these passes. See **Appendix A-1b** for list of lots for which annual passes are issued.

## Transient Parking

Pay-on-foot Program: Parking Facilities shown in **Appendix A-1** contain pay-on-foot machines for transient Customers. Pay-on foot machines may be added or removed from the Parking Facilities as City sees fit. The Contractor shall operate and manage these Parking Facilities as follows:

1. On a schedule designated by the Parking Administrator, the Contractor shall collect all parking fees deposited into the pay-on-foot machines and shall inspect and test the machines for any malfunctions.
2. Pay-on-foot revenue shall be counted in dual custody, and a bank deposit slip for each pay-on-foot revenue box shall be completed. Supervisory staff shall secure the deposit in a drop safe.



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3. The Contractor shall provide the Parking Administrator with reports and audits of the pay-on-foot parking program.
4. The Contractor shall operate the pay-on-foot Parking Facilities as cashiered Parking Facilities if requested by the City.
5. The Contractor shall use the collection procedures approved by the City for collecting from pay-on-foot machines.
6. Contractor is required to honor Aquarium validation program, as currently implemented at the AOP/Queensway Bay structure.

#### **Cashiered Parking**

1. At each Parking Facility, the Contractor shall collect from each transient Customer the parking fee in accordance with parking rates approved by the City Council.
2. The Contractor shall accept from Customers validations that have been approved by the Parking Administrator. The Contractor shall credit Customers with the value of any such validation and charge and collect any remaining parking fees that are owed.
3. At the beginning of each shift, the Contractor's shift supervisor, or other personnel authorized in writing by the Parking Administrator, shall issue a work bank to each of Contractor's cashiers. At the end of each shift, each cashier shall return his/her work bank and other revenues to the shift supervisor, or other personnel approved in writing by the Parking Administrator. At the beginning and end of each shift, Contractor shall account for all monies, including funds for making change and parking fees, contained in each of the cashiers' work bank.
4. Cashier cash-outs shall be conducted in dual custody. Supervisors shall complete a bank deposit slip and secure the cashier's deposit in the drop safe. Evidence for dual custody shall include the initials of those employees performing the cashier cash-out.
5. System reports shall be run prior to operation on the next day. Neither cashiers nor shift supervisors should be aware of the amount of revenue recorded by the equipment before depositing the day's collections.
6. The Contractor shall be responsible for the following:
  - a) Verifying cashier forms for completeness and accuracy;
  - b) Ensuring that opening and closing parking ticket serial numbers are recorded and accurate;



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- c) Ensuring that non-resettable counts are recorded and accurate;
  - d) Ensuring that exception tickets are completed appropriately and accurately;
  - e) Ensuring that Promissory Notes are completed appropriately and accurately.
7. During those days and hours directed by the Parking Administrator, the Contractor may permit Customers to park in a Parking Facility without paying a parking fee. During such times, the Contractor shall continue to operate and manage the Parking Facility pursuant to the Operating Agreement, except for the parking fee and collection procedures.
8. The Contractor shall provide the Parking Administrator with reports and audits on the transient parking program listed in this RFP.
9. The Contractor shall be responsible for collecting all revenues related to Promissory Notes or insufficient fund transactions. A report of all insufficient funds collected and outstanding will need to be provided to the City on a monthly basis. All attempts in collecting this revenue will also need to be documented.



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## **Tickets**

1. The Contractor shall be responsible for custody, control, and safekeeping of the necessary parking tickets for payment parking.
2. The Contractor shall, at all times, be able to account to the Parking Administrator for each parking ticket provided to the Contractor by the City.
3. Any parking ticket that the Contractor cannot account for to the satisfaction of the Parking Administrator shall be deemed to have been issued by the Contractor to a Customer.
4. The Contractor shall ensure that each Customer entering a Parking Facility is issued a parking ticket. The Contractor shall issue such parking ticket manually at those Parking Facilities when such machines are not functioning properly.
5. At those Parking Facilities where the Customer pays the parking fee upon exiting the Facilities, the Contractor shall, at the time such Customer exits, collect and retains the parking ticket issued upon entry. All such parking tickets shall be placed in transaction order in a locked box. The Contractor's audit staff will open the locked box and verify the transaction order.
6. The Contractor shall be responsible for accounting for each parking ticket issued, whether issued manually or by machine, to each parking ticket collected.
7. The Contractor shall pay to the City the parking rate applicable to each unaccounted for parking ticket to be calculated as the maximum daily rate in effect for the Parking Facility unless the Contractor can explain the discrepancy, in writing, to the satisfaction of the Parking Administrator.

## ***MAINTENANCE SERVICES FOR PARKING FACILITIES***

Contractor shall serve as the City's parking facilities manager. Included in these duties will be the requirement to maintain an inventory of all equipment and associated maintenance schedule. Contractor shall be responsible for preparing and submitting to the City routine checklists to document the performance of maintenance on a monthly, quarterly, and annual basis as established by City.

Contractor shall perform routine maintenance and shall replace supplies that are used for parking services normally performed on a day-to-day or routine basis in order to keep the Parking Facilities operating in an efficient, clean and safe condition. Contractor shall maintain an up-to-date maintenance checklist at each facility at all times.

Contractor shall make minor repairs that do not require additional cost promptly and as needed. Repairs requiring an expense and which do not reasonably create an imminent threat to public



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safety shall be made after consultation with the Parking Administrator and as they direct. As described below, Contractor shall cordon off or otherwise secure any portion of the property that is in an unsafe condition and shall promptly notify the Parking Administrator for instructions.

### **Parking Facilities Inspection Forms**

Each parking structure shall be inspected on a weekly basis by a supervisor using the Inspection Form shown in **Appendix J-1** for each facility. Contractor shall use this inspection form template for each facility. These forms shall be reviewed by parking management staff and be made available at all times for inspection by City. Any items listed as "Unacceptable" shall be addressed immediately by Contractor.

### **CLEANING SERVICES**

Contractor shall perform the following services, in accordance with **Appendix I-1** Maintenance Services Schedule and all applicable City regulations, policies, and guidelines:

#### **Sweep Parking Lot and Structure Surfaces**

Sweeping of assigned parking lots and structures shall be done by hand with a broom a minimum of once per day, and more often if deemed necessary by the City, to maintain the highest level of cleanliness. Sweeping shall include sidewalks and entrances directly abutting the parking lot or structure.

Sweep all high-traffic areas of beach lots a minimum of once per day, and as much as necessary, to keep areas free of litter and debris. Coordinate sweeping schedule with the City's Environmental Services Bureau, Street Sweeping Division which will machine-sweep accessible portions of the beach lots. Sweep sand and debris out of areas inaccessible to the sweeper machines into the sweeper machine-accessible areas. This includes, but is not limited to, the areas in, around, and adjacent to the kiosks, wheel stops, landscaped islands, entry gates, parking lot corners, and parking lot perimeters.

#### **Trash Removal**

Retrieve and remove litter and debris from lots and structures, landscaped islands, planter beds or boxes, and other areas as specified by the Parking Administrator.

#### **Clean Signage**

Wash all structure, lot signs, and awnings a minimum of once a week, up to once daily, as needed.

#### **Clean Booths & Control Equipment**

Clean windows, doors, walls, and work surfaces of the cashier booths a minimum of once per week, up to once daily, as needed. Clean the parking control equipment housings as needed.



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### **Graffiti Removal**

Report all graffiti to Parking Operations immediately, complete documentation requirements, notify the Police Department, and proceed in accordance with established procedures, including abatement.

### **Clean Contractor Offices**

Vacuum floor, dust, empty trash receptacles, and perform other cleaning a minimum of once a week, up to once daily, as needed to keep offices clean and presentable to the public.

### **Landscape Maintenance**

Remove weeds from all paved surfaces and planted areas in the beach lots and structures. The City will conduct tree trimming.

### **Pay-by-Space, Pay-and-Display, and Pay-on-Foot Machines**

Clean, service, and perform routine maintenance and minor repair of Beach and Downtown facility pay machines a minimum of once per week, up to once daily, as needed. Cash out all pay machines daily and deposit revenues daily.

### **Inventory**

Inventory signage, bollards, trash receptacles, etc. to ensure that all items are in the correct place and replace if missing.

### **Light Carpentry and Touchup Painting**

Perform minor repairs to the parking facilities, including touch up painting of small areas of structures and booths, repair, or replacement of small fixtures such as cover plates, carpeting, stair treads, etc.

### **Elevator Cleaning**

All elevator interiors and floors shall be cleaned on a daily basis especially in case of early morning to eliminate any unpleasant odors.

### **Pressure Washing Services**

All pressure washing shall be completed per facility in accordance with the schedule shown in Appendix I-1.

## **ENGINEERING SERVICES**

### **Equipment Rooms**

Ensure all equipment rooms and room keys are maintained, including in accordance with state and local law if applicable.

### **Lighting Maintenance**

Provide daily lighting inspections, replace as needed, and provide a weekly report of all burned-out or damaged lights and fixtures.



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### **Emergency Maintenance**

Test and maintain the fire extinguishers monthly to ensure that they are in working condition in accordance with established standards and law. Repair or replace equipment as necessary. Remove trash from top and inside of extinguisher box.

Ensure that fire sprinkler systems and stand pipes are tested and serviced in accordance with established standards and law. Work with the Fire Department during routine inspections. The Contractor will repair or replace equipment as necessary to ensure that equipment is in working condition. Ensure equipment room keys are maintained in accordance with state and local law.

Test and repair fire alarm and fire sprinklers as follows:

1. All work shall be performed in accordance with the standards listed in the (California Code of Regulations, Title 19) & (NFPA 13, 25, & 72) or per the City of Long Beach Fire Department's Fire Marshal. Water based fire protection systems shall be inspected, tested, and maintained in accordance with the frequencies required by the NFPA. Contractor shall provide the best testing, inspections and repair maintenance services and practices per the manufacturer's specifications to fire sprinkler systems, fire alarm systems plus associated equipment. If work performed is rejected by the City's facilities maintenance or designated City representative(s), contractor shall remedy the situation as soon as possible at no additional cost to the City.
2. Contractor shall assist and coordinate access to fire alarm panels and programming systems with the fire alarm central station monitoring vendor, Tri-Signal Integration Inc. Tri-Signal Integration Inc. provides Fire Alarm Testing, Maintenance & Repair Services for Lincoln Park Parking Structure & VIP Area, and Broadway Parking Structure only.
3. Availability / Response Time: Contractor(s) must have personnel with the ability to respond to emergency repair requests on a 24 hr. /7days a week basis. Contractor(s) must be able to be on-site at Long Beach location(s) within four (4) hours of notification by City staff. Some testing, repairs, and installations work may also be scheduled on weekends or after-hours to accommodate the operations at various City facilities.
4. Additional Fire Prevention Services Repairs Testing & Inspections to Include (5yr. Tests): Shall be quoted on an individual as needed basis. No work shall be performed by the contractor without prior approval from the City's representative(s). The City reserves the right to accept or deny any services quoted by the contractor. The City reserves the right to use other vendors for services beyond the scope of the work contained in this bid packet.
5. Reporting: Contractor(s) shall submit signed and dated written service and repair performed for each fire prevention piece of equipment specified in this bid to the City. Contractor(s) shall maintain maintenance logs & inspection reports at the contractor's office. Contractor shall provide a written report for all service calls detailing any work performed and/or recommendations for further repairs/modifications & a copy of the service report will be submitted with invoices.





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6. **Safety Requirements / Materials Disposal:** Contractor shall perform all work to meet or exceed all accepted standards for safe hazardous material handling. Contractor shall remove any trash or waste materials / liquids generated by service(s) and or repairs. The City reserves the right to issue restraint or cease orders to the contractor if unsafe or harmful acts are observed or reported.
7. Test and maintain emergency lights and exit signs monthly to ensure that they are functioning properly. Repair or replace equipment as needed.
8. Test and maintain alarm systems to ensure that they are in working condition. Respond to alarms that may be sounded in accordance with established procedures.

#### **Elevator Maintenance**

City of Long Beach will maintain all elevators in facilities shown in **Appendix A-1**.

#### **Parking Equipment Maintenance**

Provide service by reputable vendors familiar with City's parking control and communications hardware. Repair or replace equipment as needed. Work closely with the City's Information Systems Department to ensure system communications uptime. Clean, service, and perform routine maintenance and minor repair of pay machines as needed. Cash out all pay machines daily and deposit revenues. The City currently has Service Maintenance Provider Contracts with third-party parking equipment vendors. The name and information for the vendors are shown in **Appendix F**. The scope of maintenance services provided by these equipment vendors are included in **Appendix F**. Contractors shall obtain a maintenance service contract from Digital Equipment vendor for the maintenance of the pay stations in the City's parking facilities. The name and contact for Digital Equipment vendor is included in **Appendix F**. Upon execution of the Agreement these vendors will become the Contractor's subcontractors. Service contracts with equipment vendors will be assigned to the Contractor, with the Contractor serving as the primary contact for the vendor. The contractor's proposed fee for maintenance of parking access and revenue control equipment shall be based on scope of services by each vendor as shown in **Appendix F**.

#### **Air Conditioning Maintenance**

Repair and maintain air conditioning equipment in the Contractor offices and cashier booths.

#### **Electric Vehicle Charging and Maintenance**

Contractor will be responsible to ensure that the parking spaces designated for Electric Vehicle Charging Stations shown in **Appendix B-1** are used for Electric Vehicle charging purposes. The City will be responsible for the maintenance and operation of the Charging stations.

#### **Miscellaneous Expenses**



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### **General Office Supplies**

The Contractor will be responsible for supplying all materials necessary for providing the services as outlined in this document. This line item must include all types of general office supplies, including but not limited to: office supplies (pens, tape, stapler/staples, notepads, paper clips, etc.), paper, calculators, water, first aid kits, trash cans, etc. *(All facilities)*

### **Parking Operation Supplies**

The Contractor will be responsible for supplying all materials necessary for providing the services as outlined in this document. This line item must include all types of parking operation supplies, including but not limited to: parking tickets, gate arms, register tape, time clocks, register ribbons, chains, cones, validations, keycards, hangtags, forms, etc. See **Appendix K-1** for summary of tickets issued during most recent 1-year period at parking structures and surface lots. Approximately 2500 monthly parking cards have been issued at all parking facilities.

### **Utility Vehicle**

Contractor shall supply a utility vehicle(s) to be used by Contractor to perform duties related to City only, including but not limited to collection of revenue, restocking of POF machines, transporting maintenance or supplies among the City facilities, security functions, or any other uses as directed by City. Contractor shall own or lease the vehicle, but the type of vehicle, length of term the vehicle is needed for the Contractors' operations for the City, and any other details will be determined by City. Contractor shall bear the risk of loss to the vehicle and shall maintain automobile liability insurance coverage naming the City as an additional insured, in accordance with all City insurance requirements. The cost of the vehicle is included in the line item for Utility Vehicle.

### **Additional Contract Expenses**

There may be additional costs associated with the parking operations for the City facilities which have not been outlined specifically in this document and the City may request at a later date. Examples of these costs may include, but are not limited to the following: additional staffing, keycard refunds, non-budgeted repairs/services, specific facility improvements, additional location management, etc. Where prices for additional requested items are specified in the Agreement, those prices shall apply to such additional services or materials. Where no prices are specified in the Agreement, the parties will agree upon the cost. Additionally, the City reserves the right to decrease or eliminate services or other items from the scope of work. *(All facilities)*

### **Contingency Non-Budgeted Repairs / Services**

The Contractor will submit any expenses not covered by this document to the City for approval. These expenses may then be added as an additional amount on the monthly invoice. The Contractor must receive written approval for any non-budgeted expenses or services prior to purchasing anything or providing any services. If these purchases or expenses will exceed five hundred dollars (\$500.00), Contractor must obtain three (3) written estimates and submit to the City for approval. In the case of an emergency, the Contractor will use its "best judgment" before purchasing any items or services if no City staff is available to approve such expenditure.



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### **Capital Improvements**

Contractor may be requested to provide design and construction services for the list of capital improvement projects shown in **Appendix H-1**. Contractor shall follow City of Long Beach requirements to obtain necessary cost estimates/quotations for capital improvement projects listed in **Appendix H-1**, as well as procuring parking access and revenue control equipment, signage, security equipment, or any other services and supplies required by the City. Contractor will be reimbursed based on all incurred expenses on a project-by-project basis, not including late fees incurred by Contractor.

### ***PARKING OPERATIONS and MANAGEMENT***

The Contractor shall incorporate the following requirements into the parking operation:

#### **Quality Control**

The Contractor shall establish and maintain a system of quality control to ensure that contract requirements are met. The system should include, but not be limited to, the following:

1. Design, implement, and maintain a Customer Service and Community Relations Program that shall ensure all members of the public are treated with courtesy, that all complaints are handled and resolved quickly and effectively, and that the public is informed of parking policies and procedures.
2. Maintain all work sites free and clear of all hazards resulting from its operations to persons and property. Inspect each City parking facility during hours of operation for hazards, maintenance needs, and threats to employee or public safety. Inspections must be conducted against an approved inspection form with items to be reviewed and on an approved schedule. Maintain inspection logs including findings and dispensations, and make log available for City review. The inspection shall include, but not be limited to, the interior of all elevators, restrooms, trash areas, walkways, and stairways. Contractor shall immediately report any suspicious activity, including the presence of suspected gang graffiti, any hazardous conditions, or any threat to public safety to the Long Beach Police Department and City of Long Beach Parking Operations Division. Contractor shall notify Parking Operations if areas not under Contractor's contractual jurisdiction are in need of maintenance or repair or may create a public safety concern.
3. Write inspection procedures that cover all services. Include the method(s) for identifying and preventing deficiencies in the quality of services performed. Also, detail activities that will be inspected, including if inspection will occur on a scheduled or unscheduled basis, frequency of inspections, name(s) and title/position of the individual(s) performing the inspection, and name(s) and title/position of individual(s) inspected. Maintain a file for all inspections conducted by the Contractor, including the necessary corrective action taken. Make inspection documentation available to the City upon request.



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4. Utilize monthly "mystery shoppers" to evaluate the customer service provided. Provide copies of results to the City at the close of each month.
5. Contractor shall oversee the operation of the Parking Access and Revenue Control System ("PARCS") daily and also work closely with the City and their parking equipment service providers to ensure the PARCS is fully operational. Contractor shall monitor the service and repair of the equipment, including recording the removal of equipment and/or parts and maintaining an adequate spare parts inventory.

Contractor and its personnel shall be trained in the proper use of the PARCS and related software, and maintain the ability to generate comprehensive reports including the following, and any other reports requested by the City:

- Daily event log
- Shift reports
- POF reports
- Transaction reports
- Credit card reports
- Exception reports
- Validation reports
- Outstanding ticket reports
- Daily and monthly summary reports
- Activity and use report

City shall have access to the parking equipment at all times and will enter into a maintenance service agreement with Contractor for preventative maintenance and repairs.

#### **Standard Operations and Procedures (SOP) Manual**

The Contractor shall prepare and maintain an up-to-date Standard Operation and Procedures Manual that shall reflect the method of parking lot operations as proposed by the Contractor and approved by the City. At a minimum, the Manual shall include the following:

1. General operating and management policies
2. Procedures for cash control, accounting and auditing
3. Personnel staff schedules and job descriptions
4. Personnel performance and quality assurance standards
5. Personnel training plan
6. Customer service standards and Quality Control Plan
7. Facility maintenance procedures and schedule
8. Equipment inventory, maintenance schedule, and replacement schedule
9. Inspection procedures and schedule
10. Contractor corporate office support staff and their duties
11. Company personnel policies, including Affirmative Action Plan
12. Procedures for exception tickets (lost ticket, promise-to-pay, refusal-to-pay, etc.)



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13. Emergency procedures (to include both natural and man-made events)
14. Ethical Standards
15. Safety policies and training schedule
16. Alarm Procedures
17. Graffiti Abatement
18. Procedures for processing and implementing change directives issued by City

Within thirty (30) days after award of this Operating Agreement first becomes effective, a copy of the written **Standard Operations and Procedures Manual** procedures for operations, management, maintenance, cash handling and auditing procedures for each Parking Facility shall be submitted for review and approval to the Parking Administrator. Thereafter, the Contractor shall make necessary revisions on an as needed basis, but at least on an annual basis and no later than September 30 of each year, submitted to and approved, in writing, by the Parking Administrator.

### **Traffic Circulation**

The Contractor shall provide sufficient staff to ensure a smooth flow of traffic entering and exiting the parking facilities, thereby avoiding traffic buildups within parking lots and structures and on contiguous public streets. Within any parking lot or structure, there should be no waiting time to exit in excess of fifteen (15) minutes. Contractor shall ensure the provision and maintenance of adequate permanent signage to facilitate safe and smooth traffic flow. Additional staff may be needed during special event performances and peak traffic periods which occur during holidays and weekends caused by the public patronizing movies, restaurants, and shops. Additional staff may also be needed at the pier and the beach parking lots during summer peak periods, on holidays and weekends, during large special events. The City may request, at its sole discretion, the deployment of additional staff resources to address peak traffic conditions. Contractor shall provide a flat labor per hour rate for budgetary purpose.

### **Special Event Services**

Event producers and film companies use parking facilities, primarily the beach, Civic Center, and Pier lots, throughout the year. Contractor staff may assist with booking events or commercial uses, issuing use permits, and collecting fees. Contractor staff handles on-site set up including directing traffic, sectioning off reserved areas, and ensuring City procedures are followed and parking lot is used as spelled out in the booking documents. Contractor may also assist with event permit and special commercial use compliance monitoring, including coordinating with Community and Cultural Services Event Staff, City Code Enforcement staff, and Police and Fire Department staff.

Contractor is required to provide a web-based service for pre-sale event parking. City of Long Beach has multiple large scale events each year, such as Marathon, Grand Prix, and 4<sup>th</sup> of July. City manages tens of thousands of vehicles parked during these events. Web-based pre-sale



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parking is a solution that the City currently uses to effectively allocate event transient parkers. Contractor must propose the transaction cost, including credit card processing costs, in its proposal. Solutions must include a barcoded or QR-coded printout with directions and/or map to the parking facilities. Contractor must provide samples and screen shots of the proposed solutions. Subcontractor services will be accepted.

The Contractor shall provide the Parking Administrator, at least five (5) Business Days prior to a Special Event, a written plan setting forth operating procedures for the Special Event. The Contractor shall staff these events as pre-approved in writing by the Parking Administrator. Expenses associated as a result of special events shall be included in the monthly operating expense report for the particular facility, but categorized as separate items. Preapproval of unusual expenses such as apparel/uniforms must be approved in writing by Parking Administrator before purchase. Contractor shall cooperate with City personnel in the coordination of the Special Event with regards to traffic flow into, within and out of each Parking Facility, including without limitation, setting up and removing barricades, cones, signs, or other equipment.

Below are descriptions of premier events hosted by the City:

Long Beach Grand Prix (April) – 3 days (typically Friday through Sunday) of activities including Formula E, Drift, and Toyota Grand Prix. Historically, Contractor has sold special passes for facilities, including City Place Lot C. City Place Lot A traditionally is kept open at standard rates including 2-hour free validation. Attendance regularly exceeds 200,000.

Long Beach Pride (May) – One weekend of activities including the closure of Shoreline Drive from Alamitos/Ocean to Shoreline Village Drive. Parade occurs on Ocean Blvd from Lindero to Alamitos Avenue. Attendance draws approximately 80,000 people.

Long Beach Marathon (October) – Marathon held in Long Beach with approximately 20,000 participants.

The City plays regular host to different filming activities as well. Other special events (smaller) can be found here: <http://www.filmlongbeach.com/event-calendar/list-view>

*OPTIONAL: The contractor may include in its proposal traffic circulation planning services and resources related to ensuring smooth flow of traffic as vehicles enter and exit the City seeking parking in relation to large events and on high volume Summer weekends. These services are proactive in nature to assist the City with routine planning and staffing for high volume parking days that compliment required services outlined in this RFP for special events and traffic circulation.*

### **Standardized Apparel**

The Contractor shall require every on-duty employee to wear a uniform or other standardized apparel and a visible photo identification badge furnished by the Contractor. Well-maintained



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uniforms and photo identification badges must be approved by the City. Uniform must not be covered by outer garments that are not part of the uniform and photo identification badge must be visible at all times (e.g., worn outside of approved uniform outerwear.) No pins or buttons shall be worn except those authorized by the Contractor and approved by the City. Contractor's proposal should include a detailed description of the proposed uniform(s), identification badges, and pins.

### **Advertising**

The Contractor may not place any advertising on parking lots or uniforms, except the firm's own logos or symbols, which identify the firm under contract and its personnel as employees of the firm, all of which are subject to prior approval by the City. The City may also require messaging be placed on the back of all parking tickets and other public information, such as an anti-litter logo.

### **Safety**

The Contractor shall:

1. Maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous conditions noted by the Contractor shall be immediately corrected. If the responsibility for causing correction does not fall to the Contractor pursuant to the Agreement, Contractor shall immediately report the condition to the City's Parking Operations.
2. Furnish and maintain fire extinguishers, flares, flashlights (baton and regular), and flashlight batteries for each of the parking facilities. Provide enough flashlights for each employee to use during power outages and other emergencies. To ensure against theft, such articles should not be stored in kiosks when closed. Procedures informing employees of whom to contact and what to do in the event of emergency shall be posted in each cashier booth located at all City parking facilities and Contractor offices.
3. Perform all work in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. If unsafe or harmful acts by Contractor staff or sub-contractor, dangerous or hazardous conditions at City parking facilities, or any event which could adversely affect public safety are observed or reported to the City, the City reserves the right to issue orders of restraint or cease-and-desist to the Contractor, or terminate the contract with 24 hours' notice under this provision.

### **Incidence Reports and Procedures**

The Contractor shall implement procedures to handle all incidences, accidents or events possibly giving rise to a claim for liability, thefts, vandalism, property damage, and customer complaints, which includes, at a minimum, the following:



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1. Inspect City parking facilities daily. Report items of disrepair and the corrective action taken by Contractor to the City.
2. Complete incidence reports detailing theft, property damage, bodily injury, and vandalism, etc. at City parking facilities. Transmit the reports to the Long Beach Police Department and Parking Operations Division within 24 hours.
3. Resolve complaints to the City's satisfaction within 24 hours, or provide to the City within 24 hours a proposed timeframe and method of resolution. The City shall resolve complaints received about City policy and City-maintained or -repaired facilities.
4. Maintain a written log of all complaints, written or oral, received directly from the public or forwarded to the Contractor by the City. Include complaints about employee appearance, attitude, services; quality or lack of facility maintenance; charging or amounts of fees; safety concerns; and any other issues concerning the day-to-day operation of the City parking facilities. The log shall contain the date and time of receipt of complaint, nature of the complaint, date and time of Contractor action or reason for Contractor non-action and staff name and title of Contractor staff who handled the complaint. Submit a copy of the complaint and its resolution to Parking Operations no later than ten (10) days from Contractor's receipt of complaint. Forward an updated copy of the complaint log to the Parking Operations Division every month.
5. Maintain Contractor office telephone landline staffed 24 hours a day. List the landline number in local telephone directories under the name by which the Contractor is commonly known. Staff the landline at all times with responsible person(s) empowered to take any action necessary to satisfy any inquiry or complaint from the public or the City. Post the landline telephone number at all City parking facilities, specifically at all entrances, exits, cashier booths, inside elevators, outside elevator doors on every floor, and in stairwells on every floor and landing. Provide preprinted materials with Contractor's name and landline telephone number at cashier booths and Contractor offices to the public, upon request.
6. Within thirty (30) days after award of the Operating Agreement, the Contractor shall provide City with its formal customer complaint process and complaint form. This process and form shall be subject to approval by the City and shall provide the City with sufficient information to document and account for customer claims for theft, damage, or other complaints, and to show the status or resolution of such complaints. City may from time to time establish or modify requirements for such complaint process.
7. Maintain an ongoing log of reported thefts, vandalism or damage to City property, Parking Facilities or customer vehicles and/or property. Provide report to Parking Operations on a monthly basis.
8. In the case of theft or deliberate damage to the City or customer property by an employee of the Contractor, the Contractor shall submit to the Parking Administrator a report which





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identifies the name and job title of the employee who committed the theft or damage, the amount of the theft or damage as can best be determined, and the action which the Contractor either has taken or proposes to take. Theft including, but not limited to, intentionally failing to issue a parking ticket to a Customer, intentionally failing to turn in all parking tickets at end of a shift, taking of cash receipts, intentionally mischarging Customers, taking any part of a Customer's vehicle, or taking any article left in or on a Customer's vehicle. The Contractor shall inform all personnel of this requirement and require that they fully abide by it.

9. Reports must be available in electronic and hard copy format on an as needed basis. City shall have the ability to access Contractors revenue reporting system to view and print revenue and expense reports. The City has the right to any other financial or operating information that may be reasonably required from time to time by the Parking Administrator.

### **Community Parking Program Website**

The contractor will be responsible to design and operate a parking website that will include all parking information regarding City of Long Beach parking facilities, information regarding obtaining parking permits, transient parking, and monthly parking. This website shall also have the capability to connect information for private property owners (e.g. churches, businesses, etc.) with residents through a Parking Exchange Website. The Contractor may levy an administrative fee to applicants for parking, and offer a payment portal for the private property owner to accept monthly payments. The contractor shall consult with the City before levying an administrative fee and must seek permission to establish or change the rate. Contractor must allow individual private owners to establish their own fee for monthly parking. This website shall have capabilities for handling sales of annual beach parking permits. A list of frequently asked questions regarding the Community Parking Program is provided as part of **Appendix A-1c**.

### **Customer Service**

Contractor personnel are responsible for providing the best customer service to the patrons of the City parking facilities.

Develop ongoing customer service training program with auditable standards and submit to City for approval. Implement the approved plan, training, monitoring, documenting, and correcting of employee customer service skills when needed.

Each coordinator, attendant, cashier, supervisor, office staff, manager and maintenance personnel provide certain levels of customer service which intertwine in each transaction. The staffing plan proposal shall be arranged so that response time to any specific location is between 1 and 5 minutes. If the response time by an attendant or supervisor is longer than 5 minutes, the Manager on Duty must become involved in the situation to resolve any issues. Contractor must propose sufficient staffing levels to cover all operation needs and perform the best possible customer service.



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Customer service and staffing levels will be measured by random audits performed by City staff on quarterly basis. During these audits, employees and Contractor will be rated based on items pertaining to their customer service training. Audits will be based on the quality of measured items, including but not limited to, response time, operational efficiency, uniforms, presentation, body language, and attitude.

### **Staffing**

For each fiscal year, the Contractor shall submit a draft annual staffing plan for the approval of the Parking Administrator. This staffing plan shall be consistent with the three-year cost proposal submitted in **Attachment K**. The Contractor shall base each draft annual staffing plan upon the most recent annual staffing plan approved by the Parking Administrator. The draft staffing plan shall explain any annual staffing adjustments, including those resulting from the deletion or addition of parking facilities, or a change in parking revenue equipment. Once the Parking Administrator has approved the annual staffing plan, it shall be incorporated into this Agreement as if made by formal amendment to the Agreement.

### **Adjustments to Approved Annual Staffing Plans**

The Parking Administrator shall have the right to permanently alter the approved annual staffing plan at any time during the fiscal year during which that plan is effective. The Parking Administrator shall provide the Contractor written notice of such a permanent change in the annual staffing plan. The annual staffing plan, along with the Approved Operating Budget, shall be amended to reflect such permanent staffing changes and shall be attached to the Operating Agreement as revised exhibits. The Contractor shall comply with the annual staffing plan as amended.

Due to special events and other activities occurring at the various structures and lots, staffing needs at certain Parking Facilities may change on a temporary basis. The Parking Administrator shall have the right to make temporary adjustments in staffing needs at particular Parking Facilities, for any reason, at any time. The Parking Administrator adjustments to staffing levels may include specifying work shifts by day, hour of day and Parking Facility. The Contractor shall comply with the annual staffing plan as amended to accommodate temporary staffing needs.

### **Contractor's Staffing Requirements:**

Contractor shall use the Sample Staffing plan in **Appendix G-1** as a guide for the proposed staffing under this agreement. Contractor shall:

1. Employ and supervise the minimum number of personnel to manage, operate, and ensure customer service standards are met at all times in City parking facilities, and provide additional personnel to accommodate special events and peak periods. Provide adequate staffing to meet the level of usage during peak periods and special events. Control labor costs, dissuade excessive overtime hours, and budget adequately for staffing.



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2. Employ a Project Manager and one or more Facility Managers to oversee the day-to-day operations of the parking lots and parking structures. Proposed candidates for these positions are subject to City review and approval. Supervisory responsibilities include, but are not limited to:

- Supervising the shift supervisors and any clerical employees
- Maintaining a current employee schedule
- Performing personnel functions, such as hiring, training, terminations, and suspensions
- Reviewing and approving daily cash and ticket reports that are submitted to the City
- Investigating and processing all customer complaints and accident reports as required by the City
- Performing inspections of City parking facilities and parking operations
- Provide reports on operational activity as requested by Parking Administrator and/or City Parking Operations personnel.
- Ensuring that all other services are provided as required by the Agreement

The Project Manager or Facility Manager(s) shall be on-site during peak occupancy periods. Supervisory staff shall be available on-site twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

3. Assign to the City a Corporate Representative of higher rank than Manager, responsible for:

- Representing the Contractor at all times in day-to-day parking operations at City parking facilities
- Liaison between the Contractor and the City

The Corporate Representative (or an approved alternate) must be always available by telephone during all hours of City parking facilities operation (seven days a week, every day of the year). If the Contractor or City deems it necessary to replace the Manager or the Corporate Representative, the City shall have the right to approve or reject the individual selected as the replacement.

4. Provide supervisors. Supervisor responsibilities will include, but are not limited to:

- Supervising cashiers or attendants
- Supervising traffic controllers and any on-site clerical employees
- Closing out all cashiers at the end of their shifts, and reconciling cash against the cashier's shift report
- Issuing and documenting written and oral warnings to cashiers who fail to follow procedures
- Notifying the manager of any emergencies
- Keeping a daily log
- Filling out accident and customer complaint reports



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- Noting any equipment failures and maintenance problems and reporting them to the Manager and/or Parking Operations Division
  - Maintaining sufficient supplies, including tickets and receipts for cashiers to perform their duties
  - Encouraging quality customer service skills by example
  - Servicing parking access and revenue control equipment
  - Maintaining parking areas as specified
  - Directing traffic to unoccupied parking spaces during peak occupancy periods
  - Placing traffic cones and barricades to facilitate traffic flow
  - Assisting with planning for high traffic events and weekends to ensure proper staffing
  - Monitoring of special events
5. Provide parking ambassadors /cashiers attendants whose responsibilities will include, but are not limited to:
- Collecting parking charges from patrons
  - Performing outstanding parking citation checks on permit applications, if necessary
  - Maintaining the parking kiosks, PARCS, pay machines and booths in a clean and orderly manner
  - Responding courteously, appropriately, and professionally to patron requests, complaints, comments, and questions
  - Notifying the supervisor of any unresolved complaints, problems, or equipment failure
  - Filling out lost ticket forms for patrons who have misplaced their parking tickets
  - Obtaining patron's signature on promise-to-pay forms
  - Providing receipts as requested
6. Ensure that all Contractor personnel, staff, City-approved subcontractors, agents, or Corporate Representative (hereafter "Contractor personnel") assigned by the Contractor to perform services in the City parking facilities are at all times under the management and control of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline, or discharge Contractor personnel. If the City finds any Contractor personnel unsatisfactory, the City will provide written notice to the Contractor to remove or replace such Contractor personnel. The Contractor must transfer such Contractor personnel out of City parking facility operation within seven (7) calendar days of receipt of written notice from the City. Once such Contractor personnel have been transferred, they may not return to work at any City parking facility.

In the event of egregious unsatisfactory Contractor personnel conduct, including but not limited to: theft, including manipulation of records, equipment, or receipts; being under the influence of alcohol or illegal drugs while on duty; violence in the workplace including verbal, physical, sexual harassment, intimidation or abuse; vandalism or misuse of City property, including supplies, equipment, telecommunication devices, or City parking



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facilities; conducting personal business while on duty; or adverse customer service issues, the City will give Contractor written notice. The Contractor personnel involved shall be immediately transferred from the City parking facilities and parking operations. Contractor personnel found egregiously unsatisfactory may never return to work City parking facilities.

The City has the right, in its reasonable discretion, to require Contractor to remove unsatisfactory employee. However, in no event shall the City's demand for removal of employee from the City parking facilities be construed as a demand or suggestion by City that any such employee be discharged from Contractor's employment. Contractor shall comply with all labor and worker's compensation requirements. At Contractor's cost, Contractor shall perform motor vehicle license checks on each employee and refrain from allowing anyone with an unacceptable record from working or being present at any of City's parking facilities. At Contractor's cost, Contractor shall conduct background checks to determine if any prospective employee has any misdemeanors, felonies, or criminal convictions. Contractor shall not allow anyone who has had any such unacceptable convictions to work or be present at the City parking facilities.

7. Require all Contract personnel, including subcontractors, to comply with CAL-OSHA requirements and all other local, state and federal regulations. Ensure subcontractors obtain all pertinent and required permits to conduct work at City parking facilities. Provide a written list of proposed subcontractors to the City for approval. The City will supply written approval or disapproval of subcontractor(s) to Contractor. Subcontractors not approved by the City may not work at City parking facilities. The City recognizes that from time to time, the Contractor may desire to change subcontractors. Contractor must notify the City in writing of desired changes. The City will supply written approval or disapproval of changes to the approved subcontractor list.
8. Audit the performance of Contractor personnel, without personnel knowledge, at least twice each month. Include the following information in audits:
  - Tracking and tracing tickets through the system to ensure that charges have been handled correctly and accurately
  - Proper cash handling procedures
  - Professional appearance and attitude
  - Maintenance of the City's high level of customer service standards
9. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, gender identity, marital status, national origin, ancestry, sexual orientation, military or veteran status, age, or condition of physical or mental disability, in accordance with state and federal laws.
10. Ensure Professional Conduct and Behavior of its staff as follows:



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- A. While on or about the Parking Facilities or while acting in the course and scope of employment, all employees of the Contractor shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive or otherwise improper manner.
- B. Staff members are trained as to the purpose of their positions and the importance of performing their jobs according to the City's operating instructions.
- C. All employees are at all times polite and courteous in their dealings with customers, treating the public with care and respect.
- E. All employees are to be attentive, alert and responsive to all Customers issues, needs, comments or complaints.
- F. All employees speak clearly and in a professional manner while interacting with customers, offering the assistance needed by each Customer.
- G. No employee acts so as to make a Customer feel threatened, insecure, or ignored while in the Parking Facilities.

## **Training**

Employee Training shall be included in Standard Operating Procedure and consist of, at a minimum, the following:

The Contractor shall provide in-service training programs for its employees who work at any of the Parking Facilities in their respective job duties. A copy of the written training procedures for all employee classifications shall be submitted for review and approval to the Parking Administrator, within thirty (30) days after award of this Operating Agreement. Thereafter, the Contractor shall make necessary revisions on an as-needed basis, but at least on an annual basis, submitted to and approved, in writing, by the Parking Administrator.

### General Training

- A. Contractor shall establish in-service training programs for its employees who work at any of the Parking Facilities in their respective job duties.
- B. Contractor shall train all of its employees prior to being assigned for service in the Parking Facilities. The employee(s) shall complete this training within ten (10) days of their hire date. Manager shall notify the City of completion of training of each employee within twenty-four (24) hours of said completion.
- C. Contractor shall conduct employee training sessions quarterly. These sessions should



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include topics such as but not limited to customer service training, operating cash management systems, ethnic sensitivity training, dealing with persons with disabilities, safety, etc.

### Customer Service Training

Provide Customer Service Training as follows:

The Operations/General Manager shall also be responsible for ensuring that all employees who have public contact have appropriate customer service training.

For new employees, training in the Customer Service Training Program shall be a mandatory part of the orientation, and each employee must complete the training within the first 10 days of employment

All employees shall be required to complete a documented refresher course on a minimum annual as needed basis.

The Customer Service Training Program and curriculum shall address the following objectives:

1. Increasing Customer service skills, specifically increasing abilities in both verbal and non-verbal communication with Customers by providing standard greetings, ways to deal with conflict, and resources to consult when asked questions beyond their knowledge; and
2. Expanding knowledge of downtown events, businesses, and services available within a two-block radius of each Parking Facility.

### Revenue Control Equipment Training

The Contractor shall also train its employees on the proper use of all Revenue Control Systems. Such training shall include, but not be limited to, the following:

- A. Processing Transactions/Tickets (including pre-pay and post-pay transactions).
- B. Creation, processing, and reconciliation of validations
- C. Processing of Exception Tickets, including lost ticket, ISF, unreadable validation and unreadable tickets.
- D. Setting vehicle counts (including for reserve and non-reserve occupancy in parking facilities).



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- E. Setting parking rates (including pre-pay and flat fee rates).
- F. Activating and deactivating parking access cards.
- G. Installing tickets & receipt tape in equipment.
- H. Collection and reconciliation of revenue from equipment.
- I. Produce system reports (i.e. event/alarm reports, parking access card reports including active parking cards, pass back, active cards, paid and unpaid parking cards; cashier transaction reports as needed to review exception, prepay and other activity as needed; cashier shift, facility daily and month end reports as needed and validation activity report - revenue reduction report).
- J. Perform routine maintenance and minor repairs.

### **Transportation Allowance and Employee Parking**

Contractor may allow parking for staff in the city parking facilities subject to the approval of the City's Parking Administrator.

### **Reports and Records**

#### General

The Contractor shall:

1. Maintain complete and accurate records of sales, costs, expenses, receipts, occupancy and other such information required by the City. Report revenue from each City parking facility separately, and classify as permit sale type, transient parking fee, parking tax, or keycard purchase. Revenue must also be aggregated by facility group type, as well as in total.
2. Maintain adequate, sufficiently-detailed service and maintenance records to allow proper evaluation of services in a clearly identified, easily-located, and readily-accessible location. Include:
  - Schedules and logs of all maintenance, repair, and inspection activities conducted by Contractor personnel, including subcontractors
  - Complaint log detailing complaint and resolution
3. Maintain accounting records of all income and expenses related to the management





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and operation of the City parking facilities pursuant to the minimum requirements established in the Performance Standards and generally accepted accounting principles.

4. Provide monthly variance reports for revenues and expenses based on approved budgets.
5. Provide daily, monthly, quarterly, and annual revenue, expense reports as specified.
6. Provide monthly payroll report (e.g., ADP report) as well as a labor analysis report including staff names and the number of hours worked at each location if requested by the Parking Administrator.
7. Provide free access to representatives of the City, or its designees, at any time to all such books and records. Allow the City immediate access to examine and audit same, and to make transcripts or copies thereof, as deemed necessary by the City or its designees, and to allow inspection of all work, data, documents, proceedings, and activities related to the Agreement with the City. The City has the right at any time, with no prior notice, to examine copy, seize, or remove any records.
8. Keep such records, together with supporting documents, separate from other documents and records.
9. Submit operational performance reports required by the City on the approved schedule (e.g. occupancy, revenue, lost tickets, expenses, complaints, response times, etc). The City will approve the schedule of reports required by the Contractor at the start of the contract.
10. Submit required operations budget for the following fiscal year by November 1 of each year. The fiscal year budget is for the period starting October 1 and ending the following September 30. The budget shall contain all staffing costs, operational costs, amortized equipment and furniture costs, and management fees.
11. Provide the City with a monthly report on the purchase and disposition of all monthly permits sold. The report shall include a listing of monthly keycard/passes sold, revenues collected, refunds made, and a reconciliation of cards or passes activated and deactivated.
12. Maintain all necessary records, receipts, tickets, reports, etc. on-site or in a City-approved storage facility until a third-party auditor audits them. Records should be accessible and available for inspection by City Staff at any time. All documents and records identified above and any other information that demonstrates performance under this Agreement, for a minimum period of three (3) years after termination or



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expiration of the Agreement with the City, or for any longer period required by law, must be maintained by the Contractor.

13. Conduct daily audit of cashier and fee computer/revenue control equipment for each parking facility

### Daily Reports

Provide Daily Master Report reconciling daily cash and credit card deposits to revenue report. Daily Master Reports shall include related back-up documentation for review by City accounting staff.

### Monthly Reports

1. No later than the 15th day of the month the Contractor shall file with the Parking Administrator a written report of parking operations at the Parking Facilities for the preceding month. As of the commencement date of the Agreement, a third party vendor administers the monthly parking program. Accordingly, City will look to the third party vendor (iParq) to provide reporting and revenues associated with monthly parkers. Once Manager takes over administration of the monthly parking program, Manager agrees that no later than the 15th day of the month the Manager shall file with the City a written report of parking operations at the Parking Facilities for the preceding month. Each report should contain the following information:
  - a) A detailed accounting of all parking fees, charges and monies collected at each of the Parking Facilities, and of all parking fees, including late payment envelopes issued versus payments received and envelopes still outstanding charges and monies deposited into the City's account.
  - b) The amount of any parking fees undercharged, lost, not collected, not deposited or not turned in by the cashier shall be paid by the Contractor to the City, unless the Contractor can justify the discrepancy, in writing, as the fault of the City to the satisfaction of the Parking Administrator within thirty (30) days of the discrepancy. The values of parking fees for each unaccounted-for motor vehicle are to be calculated as the maximum daily rate in effect for the Parking Facility at which the discrepancy occurred.
  - c) All amounts overcharged by the Contractor and all amounts received by the Contractor in excess of those reported shall be paid to the City by the Contractor regardless of the amount or the reason for the overcharge.
  - d) All amounts of monies owed to the City by the Contractor according to this subsection shall be deducted from the monthly payment to the Contractor.



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- e) A reconciliation of the number of revenue transactions conducted, the number of motor vehicles that have entered and exited the Parking Facilities, and the number of tickets issued, separated by Facilities. The Contractor shall pay to the City the parking rate applicable to each unaccounted for parking ticket or vehicle to be calculated as the maximum daily rate in effect for the Parking Facility unless the Contractor can explain the discrepancy, in writing, to the satisfaction of the Parking Administrator. The number and type of validations sold and to what company/organization sold.
- f) A detailed report of all uncollected/insufficient fund transactions (IOU), including the individual user name and/or company or business name, address, vehicle license plate number(s) and phone number(s).
- g) Occupancy data per Parking Facility during hours of operation or on an as needed basis (24/7).
- h) A report of all monthly permits activated or deactivated by card number, customer name and facility. Including cards issued via contracted on-line systems.
- i) Detailed documentation of all activities listed on the Daily Inspection Report, corrective action(s) taken on noted discrepancies.
- j) A written report of the physical status/condition of the Parking Facilities, including summaries of any damage and any unusual or significant maintenance activities that occurred during the month or that are anticipated to occur within the upcoming months.
- k) A written report of each and every malfunction of the Revenue Control System. Such documentation shall include, but not be limited to, identifying the specific component of the Revenue Control System that malfunctioned, the nature of the malfunction, the time of the malfunction, any maintenance or repair procedures that were performed on the Revenue Control System, the individual who performed the repairs or maintenance, and any other reasonably related information that may be required by the Parking Administrator.
- l) A reconciliation of accounts receivable for monthly permits (aging report – 90 days), including but not limited to, key card number, individual user name and/or company or business name, address, vehicle license plate number(s) and phone number(s).
- m) A reconciliation of monthly permits in which payment has not been received, included but not limited to, key card number, individual user name and/or Service Contract company or business name, address, and phone numbers, and by



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whom and the date the monthly permit was deactivated. Including permits issued via contracted on-line system. The waiting list for monthly parking by Parking Facility, number of spaces requested, the customer name, address and phone number, including business name, address and phone number(s).

- n) A reconciliation of the daily deposits to the monthly bank statement.
- o) A detailed report, including supporting documentation, of all revenues collected and expenses paid.
- p) Any other financial or operating information that may be reasonably required from time to time by the Parking Administrator.
- q) A comparison of the current month and year-to-date actual expenses to the relevant budgeted expenses, calculations of monthly and year- to-date variances from the approved budget, appropriate descriptions of any significant monthly or year-to-date variances, and a revised, annualized projection of monies to be collected and expenses to be paid for the balance of the calendar year.

#### Quarterly Reports

Results of the Customer Service Survey for each Parking Facility as outlined below.

- a) Written report describing the Internal Audits conducted by Contractor during the quarter.

#### Semi-Annual Analysis Reports

At the midpoint of the fiscal year the Contractor shall perform detailed analyses on the current financial status of each budget line item contained in the Approved Operating Budget, including a review of projected revenues and expenses against actual revenues and expenses. The analysis shall be due to the Parking Administrator fifteen (15) days after the end of the second quarter (which ends March 31th.) The Parking Administrator may revise the Approved Operating Budget based upon the results of this analysis.

The following should also be contained in the semi- annual report:

1. An inventory of all property and equipment used in connection with the Parking Facilities shall be conducted and reported semi-annually to the Parking Administrator.
2. A final inventory shall be submitted to the City no later than thirty (30) days prior to the expiration or earlier termination of this Operating Agreement.



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## **Audit**

The following are the type of audits that are required:

### Internal Audits

- A. Contractor shall develop and recommend an audit program for approval by the Parking Administrator for all Parking Facilities. The audit program should be designed to cover all operational and fiscal elements of the parking operations both at the facilities and in the Parking Office. The fiscal audits should include verification of the level of visitor, monthly and validated revenues collected and reported from each facility. Contractor shall provide the City with a copy of the results of all audits, outlining any deficiencies noted, along with recommendations on how each deficiency should be remedied. Before implementing any of the proposed remedies, the Contractor shall obtain the written approval of the Parking Administrator.

### External Audits

- A. Contractor shall obtain the services of an independent firm that specializes in the auditing of parking facilities, approved by the Parking Administrator, to perform an operational and fiscal audit of all Parking Facilities on an annual basis. Before initiating the annual audit, the audit program including the specific auditor, its cost and the scope of the audit must be approved, in writing, by the Parking Administrator. The audit should be conducted on behalf of, and for the exclusive benefit of, the City.
- B. Contractor shall provide the City with a copy of the results of the annual audit, outlining any deficiencies noted, along with recommendations on how each deficiency should be remedied. Before implementing any of the proposed remedies, the Contractor shall obtain the written approval of the Parking Administrator.

### Self-Audits

Unscheduled self-audits of financial records or other business documents kept as a result of a contract with the City, will be conducted when requested by the City, at the expense of the company. Results of such an audit will be submitted to the City within a 30-day period after the request for audit by the City. If an audit is required involving City employed, or contracted auditors, all financial records or other business documents kept as a result of a contract with the City will be provided complete and within timely manner at no additional expense to the City other than reasonable copy fees if incurred. The cost for such an audit may be incurred by both the City and/or the company as mutually agreed; however, should the audit result in monies owed to the City by the Contractor, all costs of such an audit will be paid by the Contractor.



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### **Performance Measurements**

The Contractor shall allow the City to establish and publish an annual performance measurement report based on the requirements of this RFP and the terms of the agreement. The factors to be measured will be established prior to the implementation of such measurements and presented to the Contractor for input.

### **Records Retention and Inspection**

The Contractor shall maintain all required records, receipts tickets, reports, etc. on-site until the third-party audit is completed. Records shall be accessible and available to City Staff at any time. All reports must be maintained for the contract period and made available to the City at the end of the contract period. After the third-party audit is completed the records may be kept off-site with written permission by the City. Electronic format is acceptable.



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## **EQUIPMENT AND FACILITIES**

The Contractor shall:

1. Furnish all supplies and materials to properly perform the services specified, except that equipment provided by the City at the time of contract execution.
2. Be allowed, if desired, the use of buildings and equipment found in the Contractor offices. Such buildings and equipment shall be returned to the City upon the termination or expiration of the Agreement and shall be in its original operable condition less normal wear and tear. An inventory of the buildings and equipment is provided upon request.
3. Submit detailed written requests to the City for reimbursement of improvements or supplements to existing City equipment and buildings prior to procurement or installation. If approved, the City will reimburse costs. All such improvements or supplements become the property of the City immediately upon payment. In addition, upon expiration or termination of the Agreement, the City shall have the right to retain any equipment for which the Contractor paid, but was not reimbursed under the Agreement, upon payment by the City. Thirty (30) days minimum prior to the Agreement expiration, Contractor must submit written request and original proof of purchase and installation costs to the City. The amount the City will pay is the original costs minus depreciation figured from the date of purchase. On the date of payment by the City, the improvements become the property of the City. Should the City decline to retain such equipment or improvements, the Contractor shall, at the Contractor's own cost and expense, remove all such equipment and improvements within ten (10) days after the date of termination or expiration of this Agreement.
4. Obtain written approval of the City (and any other required approval from local, state or federal agencies, including but not limited to, the California Coastal Commission) prior to any modification of City parking facility layout, structure, or traffic routing. If modifications are made without prior City approval, immediately restore modifications to original conditions, at Contractor's expense. Contractor's failure to restore to City's satisfaction, the original condition shall result the City reconstructing the modifications at the Contractor's expense.
5. Provide communications equipment to employees to enable managers, assistant managers, supervisors, and cashiers to communicate with each other at all times. Costs of communication devices and telecommunication services used for business purposes, including office telephone and fax landlines located in offices and cashier booths, cell phones, pagers, and radios must be included in the cost proposal. The Contractor is financially responsible for costs incurred by personal use of calls made from business communication devices by Contractor personnel, including subcontractors.
6. Provide vehicle(s) for business-related use in the operation of City parking facilities. The cost associated with the vehicle(s) is a reimbursable expense by the City.



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7. During the operation of City parking facilities, not interfere in any way with the public's general or specific use of the beaches or pier, nor interfere with use of, nor block access to or by emergency services, lifeguard, police, or fire vehicles at any City parking facility. City parking facility entrances and exits shall be operated to prevent any obstacles that block public roadways or cause traffic disruptions.
8. Reimburse the City at Contractor expense for any equipment that is damaged by Contractor personnel, including subcontractors, through negligence, theft, misuse, or vandalism.

### **Signage**

The Contractor shall:

1. Ensure that adequate signage is posted for all facilities. Contractor is responsible for routinely inspecting all facilities and providing allowances in the budgets proposed for installation of required signs.
2. Post signs at each parking lot, stating parking fee per vehicle. The size, color, and format of signs used on City parking lots and structures shall be approved by the City prior to installation and shall be designed using the City's graphic identity unless otherwise requested. Signs shall be kept in clear view of vehicles entering the facilities, clear of debris, and free of graffiti. If signs are vandalized, broken, or stolen, the Contractor shall notify the City in writing within twenty-four (24) hours of event. Contractor may be requested to submit a graffiti report to the City. Contractor shall report any graffiti containing profanity or hate to Parking Administrator and Police Department within 4-hours of finding such markings.
3. Allow the City to post any signs it wishes in and around the City parking facilities and Contractor offices.
4. Ensure that adequate signage and traffic control is provided in each lot and structure to facilitate safe and orderly flow of traffic and pedestrians.
5. Post signs to inform patrons of any temporary closure of stairs or elevators due to inoperable or impassable conditions, repair, maintenance, or for any other reason. Such signage shall refer patrons to the nearest alternate facilities that are open, including alternatives available to disabled persons, and list the Contractor landline telephone number. Notify Parking Administrator of any pathway or stair closures or detours prior to posting of notices in facility.
6. Have the right to install and display signs bearing its name and logo in or about the parking facility subject to approval of the City. City approval shall not be unreasonably withheld.





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## **MISCELLANEOUS**

### **Quarterly Suggestions for Improvements**

The Contractor shall prepare written suggestions on Parking Facility operations to improve customer service, reduce costs and enhance revenues. The suggestions shall be forwarded to the Parking Administrator on a quarterly basis or as otherwise agreed upon.

The Parking Administrator shall be responsible for reviewing the suggestions and as necessary, implementing the appropriate suggestion(s).

Suggestions must be substantive and thoughtful, with ideas sufficiently specified that they may be implemented. An example might be a suggestion for obtaining additional Customers by marketing to a specific group that could use a Parking Facility during periods with lower occupancy.

### **Monitoring of Parking Facilities**

During all hours of operation, Contractor shall regularly tour the Parking Facilities to help prevent, deter, or minimize vandalism, damage to, loss or theft of, vehicles and the contents thereof parked in the Parking Facilities and shall promptly report any suspicious or illegal activity or the presence of unauthorized persons to the Long Beach Police Department and/or Parking Administrator or a private security agency as appropriate. A mutually agreed upon schedule of patrols shall be implemented and included in the Parking Facility Operating Procedures.

During operating hours, Contractor shall monitor the fire alarm system and intercom system that is integrated in the revenue control equipment located in the Parking Facilities (if applicable), and shall promptly respond to calls for assistance received from Customers.

Contractor shall immediately notify as appropriate the Parking Administrator via telephone and by written report of every reported or known incident involving accidental injury or criminal activity, and shall keep a record of such incidents.

Contractor shall note any life safety or hazardous conditions that might appear to warrant action and report these conditions immediately to the Parking Administrator.

### **Security Services Contract**

The Contractor shall enter into an agreement for Security Services with a security company which provides the services outlined in **Appendix F**. Please fill-in the rates in **Attachment J** which will be charged to Contractor by Subcontractor. The City may, at any time, ask the Contractor to cancel agreement for security services with a 30-day written request/notification.



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### **Parking Way Finding Signs**

Contractor shall be responsible to maintain and replace all City-owned Parking Way Finding Signs that are located throughout the parking facilities. The Parking Administrator shall approve all signs and locations, as necessary.

### **Valet/Attendant Assisted Parking Services**

The City may, during the term of the Agreement, request the Contractor to provide valet parking services. In the event that the City desires to request the Contractor to provide valet parking services, it shall send a written notice of intent to the Contractor. In the event that the Contractor elects not to provide valet parking services, or if City and Contractor do not reach an agreement regarding the adjustments to the Operations Fee or required amount of insurance, the City shall have the right to select another vendor to provide these services. The Contractor shall agree to fully cooperate with the selected vendor.

### ***SERVICES PROVIDED BY CITY***

#### **Utilities and Office Space**

The City shall supply gas, water, electricity and sewer services to the Parking Facilities. Manager shall obtain telephone service and submit documentation for these items in order to be reimbursed on a monthly basis for these items by the City. The City shall provide office space that is furnished with existing City-owned equipment and furniture for use by the Manager.

The City shall provide necessary utilities to the Parking Facilities. The City shall, at no cost, provide a limited amount of office space for use by the Contractor. The Contractor shall be responsible for furnishing the office space with any necessary furniture, office equipment and computers for its use. Telephone/Internet expenses related to the operations of this office space are the responsibility of the Contractor. Additional storage areas may be provided at no cost to the Contractor.

#### **Equipment Inventory**

Contractor shall surrender to City all equipment located at the Parking Facilities, as shown on a certified inventory list of all City-owned property upon termination of this Agreement. Such property and equipment shall be returned in the same order and condition as when installed, except for reasonable wear and tear and damage beyond the reasonable control of Contractor, such as from casualty or fire. Contractor shall not dispose of any City property without the written consent of the Parking Administrator. An inventory and evaluation shall be taken upon termination to determine the status of all equipment hereunder. Discrepancies, except as noted in this section, shall be corrected at Contractor's sole expense, said replacements to be of comparable quality



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with items in the original inventory. Contractor shall assist City by maintaining an updated list of all equipment located in each Parking Facility. A list of existing equipment can be found on **Appendix E-1**.

### **Non-Routine Maintenance**

"Non-routine maintenance" shall mean all maintenance and repair work that is not defined as routine maintenance and minor repair work, and generally includes structural repairs, repair of electrical, heating, cooling, plumbing, fire alarm/sprinkler, lighting, elevator, and paving/concrete deck repair. Contractor shall notify the City of all non-routine maintenance and repair work of which Contractor has, or should have, actual knowledge that is required to keep the Parking Facilities in good and safe operating condition. The expense of non-routine maintenance shall be paid for by the Contractor and reimbursed by the City. The City shall be responsible for the performance and cost of non-routine maintenance items. The Contractor shall provide quote for required work and will not proceed until obtaining approval from Parking Administrator. Approval shall be submitted as back-up/verification with invoicing in order to be reimbursed by the City.



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## **Attachment B**

# **PRO-FORMA AGREEMENT**



1 of this Agreement. For the purposes of this Section, a fiscal year commences on  
2 October 1 of the year and continues through September 30 of the following year.  
3 In the event that the City Council of the City fails to appropriate the necessary  
4 funds for any fiscal year, then, and in that event, the Agreement will terminate at  
5 no additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for  
7 these services; provided, however, that access to City documents, records and the  
8 like, if needed by Consultant, shall be available only during City's normal business  
9 hours and provided that milestones for performance, if any, are met.

10 D. Consultant has requested to receive regular payments. City  
11 shall pay Consultant in due course of payments following receipt from Consultant  
12 and approval by City of invoices showing the services or task performed, the time  
13 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
14 on the invoices that Consultant has performed the services in full conformance  
15 with this Agreement and is entitled to receive payment. Each invoice shall be  
16 accompanied by a progress report indicating the progress to date of services  
17 performed and covered by the invoice, including a brief statement of any Project  
18 problems and potential causes of delay in performance, and listing those services  
19 that are projected for performance by Consultant during the next invoice cycle.  
20 Where billing is done and payment is made on an hourly basis, the parties  
21 acknowledge that this arrangement is either customary practice for Consultant's  
22 profession, industry or business, or is necessary to satisfy audit and legal  
23 requirements which may arise due to the fact that City is a municipality.

24 E. Consultant represents that Consultant has obtained all  
25 necessary information on conditions and circumstances that may affect its  
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this  
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on  
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless  
4 sooner terminated as provided in this Agreement, or unless the services or the Project is  
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance with City's  
8 representative, if any, named in Exhibit "C", attached to this Agreement and  
9 incorporated by this reference. Consultant shall advise and inform City's  
10 representative of the work in progress on the Project in sufficient detail so as to  
11 assist City's representative in making presentations and in holding meetings on  
12 the Project. City shall furnish to Consultant information or materials, if any,  
13 described in Exhibit "D", attached to this Agreement and incorporated by this  
14 reference, and shall perform any other tasks described in the Exhibit.

15 B. The parties acknowledge that a substantial inducement to City  
16 for entering this Agreement was and is the reputation and skill of Consultant's key  
17 employee, \_\_\_\_\_. City shall have the right to approve any person  
18 proposed by Consultant to replace that key employee.

19 4. INDEPENDENT CONTRACTOR. In performing its services,  
20 Consultant is and shall act as an independent contractor and not an employee,  
21 representative or agent of City. Consultant shall have control of Consultant's work and  
22 the manner in which it is performed. Consultant shall be free to contract for similar  
23 services to be performed for others during this Agreement; provided, however, that  
24 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.  
25 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from  
26 Consultant's compensation; (b) City will not secure workers' compensation or pay  
27 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide  
28 and Consultant is not entitled to any of the usual and customary rights, benefits or

1 privileges of City employees. Consultant expressly warrants that neither Consultant nor  
2 any of Consultant's employees or agents shall represent themselves to be employees or  
3 agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this  
6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
7 duration of this Agreement, from insurance companies that are admitted to write  
8 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
9 Company or from authorized non-admitted insurance companies subject to  
10 Section 1763 of the California Insurance Code and that have ratings of or  
11 equivalent to A:VIII by A.M. Best Company, the following insurance:

12 (a) Commercial general liability insurance (equivalent in scope to  
13 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
14 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
15 coverage shall include but not be limited to broad form contractual liability,  
16 cross liability, independent contractors liability, and products and  
17 completed operations liability. City, its boards and commissions, and their  
18 officials, employees and agents shall be named as additional insureds by  
19 endorsement (on City's endorsement form or on an endorsement  
20 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or  
21 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and  
22 CG 20 37 07 04), and this insurance shall contain no special limitations on  
23 the scope of protection given to City, its boards and commissions, and  
24 their officials, employees and agents. This policy shall be endorsed to  
25 state that the insurer waives its right of subrogation against City, its boards  
26 and commissions, and their officials, employees and agents.

27 (b) Workers' Compensation insurance as required by the California  
28 Labor Code and employer's liability insurance in an amount not less than



1 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
2 its right of subrogation against City, its boards and commissions, and their  
3 officials, employees and agents.

4 (c) Professional liability or errors and omissions insurance in an  
5 amount not less than \$1,000,000 per claim.

6 (d) Commercial automobile liability insurance (equivalent in scope  
7 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
8 amount not less than \$500,000 combined single limit per accident.

9 B. Any self-insurance program, self-insured retention, or  
10 deductible must be separately approved in writing by City's Risk Manager or  
11 designee and shall protect City, its officials, employees and agents in the same  
12 manner and to the same extent as they would have been protected had the policy  
13 or policies not contained retention or deductible provisions.

14 C. Each insurance policy shall be endorsed to state that  
15 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
16 days prior written notice to City, shall be primary and not contributing to any other  
17 insurance or self-insurance maintained by City, and shall be endorsed to state that  
18 coverage maintained by City shall be excess to and shall not contribute to  
19 insurance or self-insurance maintained by Consultant. Consultant shall notify City  
20 in writing within five (5) days after any insurance has been voided by the insurer or  
21 cancelled by the insured.

22 D. If this coverage is written on a "claims made" basis, it must  
23 provide for an extended reporting period of not less than one hundred eighty (180)  
24 days, commencing on the date this Agreement expires or is terminated, unless  
25 Consultant guarantees that Consultant will provide to City evidence of  
26 uninterrupted, continuing coverage for a period of not less than three (3) years,  
27 commencing on the date this Agreement expires or is terminated.

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

4 F. Prior to the start of performance, Consultant shall deliver to  
5 City certificates of insurance and the endorsements for approval as to sufficiency  
6 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
7 the insurance, furnish to City certificates of insurance and endorsements  
8 evidencing renewal of the insurance. City reserves the right to require complete  
9 certified copies of all policies of Consultant and Consultant's subconsultants and  
10 contractors, at any time. Consultant shall make available to City's Risk Manager  
11 or designee all books, records and other information relating to this insurance,  
12 during normal business hours.

13 G. Any modification or waiver of these insurance requirements  
14 shall only be made with the approval of City's Risk Manager or designee. Not  
15 more frequently than once a year, City's Risk Manager or designee may require  
16 that Consultant, Consultant's subconsultants and contractors change the amount,  
17 scope or types of coverages required in this Section if, in his or her sole opinion,  
18 the amount, scope or types of coverages are not adequate.

19 H. The procuring or existence of insurance shall not be  
20 construed or deemed as a limitation on liability relating to Consultant's  
21 performance or as full performance of or compliance with the indemnification  
22 provisions of this Agreement.

23 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
24 contemplates the personal services of Consultant and Consultant's employees, and the  
25 parties acknowledge that a substantial inducement to City for entering this Agreement  
26 was and is the professional reputation and competence of Consultant and Consultant's  
27 employees. Consultant shall not assign its rights or delegate its duties under this  
28 Agreement, or any interest in this Agreement, or any portion of it, without the prior

1 approval of City, except that Consultant may with the prior approval of the City Manager  
2 of City, assign any moneys due or to become due Consultant under this Agreement. Any  
3 attempted assignment or delegation shall be void, and any assignee or delegate shall  
4 acquire no right or interest by reason of an attempted assignment or delegation.  
5 Furthermore, Consultant shall not subcontract any portion of its performance without the  
6 prior approval of the City Manager or designee, or substitute an approved subconsultant  
7 or contractor without approval prior to the substitution. Nothing stated in this Section  
8 shall prevent Consultant from employing as many employees as Consultant deems  
9 necessary for performance of this Agreement.

10 7. CONFLICT OF INTEREST. Consultant, by executing this  
11 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
12 duration, Consultant does not and will not perform services for any other client which  
13 would create a conflict, whether monetary or otherwise, as between the interests of City  
14 and the interests of that other client. And, Consultant shall obtain similar certifications  
15 from Consultant's employees, subconsultants and contractors.

16 8. MATERIALS. Consultant shall furnish all labor and supervision,  
17 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
18 necessary to or used in the performance of Consultant's obligations under this  
19 Agreement, except as stated in Exhibit "D".

20 9. OWNERSHIP OF DATA. All materials, information and data  
21 prepared, developed or assembled by Consultant or furnished to Consultant in  
22 connection with this Agreement, including but not limited to documents, estimates,  
23 calculations, studies, maps, graphs, charts, computer disks, computer source  
24 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
25 information, material and memorandum ("Data") shall be the exclusive property of City.  
26 Data shall be given to City, and City shall have the unrestricted right to use and disclose  
27 the Data in any manner and for any purpose without payment of further compensation to  
28 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that

1 Data shall not be made available to any person or entity for use without the prior approval  
2 of City. This warranty shall survive termination of this Agreement for five (5) years.

3 10. TERMINATION. Either party shall have the right to terminate this  
4 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
5 prior written notice to the other party. In the event of termination under this Section, City  
6 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
7 effective date of termination for which Consultant has not been previously paid. The  
8 procedures for payment in Section 1.B. with regard to invoices shall apply. On the  
9 effective date of termination, Consultant shall deliver to City all Data developed or  
10 accumulated in the performance of this Agreement, whether in draft or final form, or in  
11 process. And, Consultant acknowledges and agrees that City's obligation to make final  
12 payment is conditioned on Consultant's delivery of the Data to City.

13 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
14 shall not disclose the Data or use the Data directly or indirectly, other than in the course  
15 of performing its services, during the term of this Agreement and for five (5) years  
16 following expiration or termination of this Agreement. In addition, Consultant shall keep  
17 confidential all information, whether written, oral or visual, obtained by any means  
18 whatsoever in the course of performing its services for the same period of time.  
19 Consultant shall not disclose any or all of the Data to any third party, or use it for  
20 Consultant's own benefit or the benefit of others except for the purpose of this  
21 Agreement.

22 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
23 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
24 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
25 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
26 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
27 disclosed pursuant to subpoena or court order.

28 13. ADDITIONAL COSTS AND REDESIGN.

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A. Any costs incurred by City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for its re-performance.

B. If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.

14. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

15. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Consultant shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every

1 governmental agency now having or hereafter acquiring jurisdiction.

2 16. PREVAILING WAGES.

3 A. Consultant agrees that all public work (as defined in California  
4 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
5 Work"), if any, shall comply with the requirements of California Labor Code  
6 sections 1770 *et seq.* City makes no representation or statement that the Project,  
7 or any portion thereof, is or is not a "public work" as defined in California Labor  
8 Code section 1720.

9 B. In all bid specifications, contracts and subcontracts for any  
10 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
11 wages and the general prevailing rate for holiday and overtime work in this locality  
12 for each craft, classification or type of worker needed to perform the Public Work,  
13 and shall include such rates in the bid specifications, contract or subcontract.  
14 Such bid specifications, contract or subcontract must contain the following  
15 provision: "It shall be mandatory for the contractor to pay not less than the said  
16 prevailing rate of wages to all workers employed by the contractor in the execution  
17 of this contract. The contractor expressly agrees to comply with the penalty  
18 provisions of California Labor Code section 1775 and the payroll record keeping  
19 requirements of California Labor Code section 1771."

20 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
21 constitutes the entire understanding between the parties and supersedes all other  
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 18. INDEMNITY.

24 A. Consultant shall indemnify, protect and hold harmless City, its  
25 Boards, Commissions, and their officials, employees and agents ("Indemnified  
26 Parties"), from and against any and all liability, claims, demands, damage, loss,  
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
28 costs and expenses, including attorneys' fees, court costs, expert and witness

1 fees, and other costs and fees of litigation, arising or alleged to have arisen, in  
2 whole or in part, out of or in connection with (1) Consultant's breach or failure to  
3 comply with any of its obligations contained in this Agreement, including any  
4 obligations arising from the Project's compliance with or failure to comply with  
5 applicable laws, including all applicable federal and state labor requirements  
6 including, without limitation, the requirements of California Labor Code section  
7 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations  
8 committed by Consultant, its officers, employees, agents, subcontractors, or  
9 anyone under Consultant's control, in the performance of work or services under  
10 this Agreement (collectively "Claims" or individually "Claim").

11 B. In addition to Consultant's duty to indemnify, Consultant shall  
12 have a separate and wholly independent duty to defend Indemnified Parties at  
13 Consultant's expense by legal counsel approved by City, from and against all  
14 Claims, and shall continue this defense until the Claims are resolved, whether by  
15 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
16 breach, or the like on the part of Consultant shall be required for the duty to defend  
17 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
18 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
19 in the defense.

20 C. If a court of competent jurisdiction determines that a Claim  
21 was caused by the sole negligence or willful misconduct of Indemnified Parties,  
22 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
23 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
24 percentage of willful misconduct attributed by the court to the Indemnified Parties.

25 D. The provisions of this Section shall survive the expiration or  
26 termination of this Agreement.

27 19. AMBIGUITY. In the event of any conflict or ambiguity between this  
28 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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20. NONDISCRIMINATION.

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

B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations by subconsultants and contractors regarding their status. Consultant shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Consultant for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

A. During the performance of this Agreement, the Consultant



1 certifies and represents that the Consultant will comply with the EBO. The  
2 Consultant agrees to post the following statement in conspicuous places at its  
3 place of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach,  
5 the Consultant will provide equal benefits to employees with spouses and its  
6 employees with domestic partners. Additional information about the City of  
7 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
8 Long Beach Business Services Division at 562-570-6200."

9 B. The failure of the Consultant to comply with the EBO will be  
10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may  
12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due  
13 or to become due under the Agreement may be retained by the City. The City  
14 may also pursue any and all other remedies at law or in equity for any breach.

15 D. Failure to comply with the EBO may be used as evidence  
16 against the Consultant in actions taken pursuant to the provisions of Long Beach  
17 Municipal Code 2.93 et seq., Contractor Responsibility.

18 E. If the City determines that the Consultant has set up or used  
19 its contracting entity for the purpose of evading the intent of the EBO, the City may  
20 terminate the Agreement on behalf of the City. Violation of this provision may be  
21 used as evidence against the Consultant in actions taken pursuant to the  
22 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor  
23 Responsibility.

24 22. NOTICES. Any notice or approval required by this Agreement shall  
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
26 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
27 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a  
28 copy to the City Engineer at the same address. Notice of change of address shall be

1 given in the same manner as stated for other notices. Notice shall be deemed given on  
2 the date deposited in the mail or on the date personal delivery is made, whichever occurs  
3 first.

4 23. COPYRIGHTS AND PATENT RIGHTS.

5 A. Consultant shall place the following copyright protection on all  
6 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

7 B. City reserves the exclusive right to seek and obtain a patent  
8 or copyright registration on any Data or other result arising from Consultant's  
9 performance of this Agreement. By executing this Agreement, Consultant assigns  
10 any ownership interest Consultant may have in the Data to City.

11 C. Consultant warrants that the Data does not violate or infringe  
12 any patent, copyright, trade secret or other proprietary right of any other party.  
13 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
14 and employees harmless from any and all claims, demands, damages, loss,  
15 liability, causes of action, costs or expenses (including reasonable attorney's fees)  
16 whether or not reduced to judgment, arising from any breach or alleged breach of  
17 this warranty.

18 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

19 that Consultant has not employed or retained any entity or person to solicit or obtain this  
20 Agreement and that Consultant has not paid or agreed to pay any entity or person any  
21 fee, commission or other monies based on or from the award of this Agreement. If  
22 Consultant breaches this warranty, City shall have the right to terminate this Agreement  
23 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct  
24 from payments due under this Agreement or otherwise recover the full amount of the fee,  
25 commission or other monies.

26 25. WAIVER. The acceptance of any services or the payment of any

27 money by City shall not operate as a waiver of any provision of this Agreement or of any  
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

3 26. CONTINUATION. Termination or expiration of this Agreement shall  
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
5 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

6 27. TAX REPORTING. As required by federal and state law, City is  
7 obligated to and will report the payment of compensation to Consultant on Form 1099-  
8 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
9 resulting from payments under this Agreement. Consultant shall submit Consultant's  
10 Employer Identification Number (EIN), or Consultant's Social Security Number if  
11 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
12 Financial Management. Consultant acknowledges and agrees that City has no obligation  
13 to pay Consultant until Consultant provides one of these numbers.

14 28. ADVERTISING. Consultant shall not use the name of City, its  
15 officials or employees in any advertising or solicitation for business or as a reference,  
16 without the prior approval of the City Manager or designee.

17 29. AUDIT. City shall have the right at all reasonable times during the  
18 term of this Agreement and for a period of five (5) years after termination or expiration of  
19 this Agreement to examine, audit, inspect, review, extract information from and copy all  
20 books, records, accounts and other documents of Consultant relating to this Agreement.

21 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
22 designed to or entered for the purpose of creating any benefit or right for any person or  
23 entity of any kind that is not a party to this Agreement.

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CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

(NAME OF CONSULTANT)

\_\_\_\_\_, 2015

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_, 2015

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Consultant"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2015

By \_\_\_\_\_  
City Manager

"City"

This Agreement is approved as to form on \_\_\_\_\_, 2015.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy





City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment D

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

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Print Name & Title



City of Long Beach  
 Purchasing Division  
 333 West Ocean Boulevard, 7<sup>th</sup> Floor  
 Long Beach, CA 90802

## Attachment E

### Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

\_\_\_\_\_  
 Business/Contractor/Agency

\_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 Title of Authorized Representative

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Date

r20141001



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment – Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the  
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13





City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment F**

### **W-9 Request for Taxpayer Identification Number and Certification**

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]



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Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) \_\_\_\_\_  
**6** City, state, and ZIP code \_\_\_\_\_

**7** List account number(s) here (optional) \_\_\_\_\_

Requestor's name and address (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶ \_\_\_\_\_      Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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## VENDOR APPLICATION FORM

<b>Company Name</b>	
(same as line 1 on W9):	
<b>DBA Name</b>	
(same as line 2 on W9):	
<b>Federal Tax ID Number (or SSN):</b>	leave blank if not applicable required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/> )
<b>Web Address:</b>	leave blank if not applicable
 <b>Purchase Order Address:</b>	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	e.g. 562-555-1234
Fax:	e.g. 562-555-5678
Toll Free:	e.g. 800-555-2468
If 'remit to' address is the same as the purchase order address, put SAME in first box only	
<b>'Remit to' Address :</b>	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	e.g. 562-555-1234
Fax:	e.g. 562-555-5678
Toll Free:	e.g. 800-555-2468
 <b>Type of Ownership:</b>	
Individual <input type="radio"/>	Partnership <input type="radio"/>
Corporation <input type="radio"/>	LLC <input type="radio"/>
Nonprofit <input type="radio"/>	Government <input type="radio"/>
 <b>Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)</b>	
MBE <input type="radio"/>	WBE <input type="radio"/>
Local <input checked="" type="radio"/>	DBE <input type="radio"/>
Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number:	



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## Attachment G

### Equal Benefits Ordinance (EBO) Compliance Form

#### EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach (City), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance (EBO) set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. Cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that the City has issued them a waiver. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or



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- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the Contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate, or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor, which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity Name: \_\_\_\_\_



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**CERTIFICATION OF COMPLIANCE WITH THE  
 EQUAL BENEFITS ORDINANCE**

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  
 \_\_\_\_ Yes \_\_\_\_ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? \_\_\_\_ Yes \_\_\_\_ No  
 (If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 \_\_\_\_ Yes \_\_\_\_ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 \_\_\_\_ Yes \_\_\_\_ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? \_\_\_\_ Yes \_\_\_\_ No  
 (If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:  
 \_\_\_\_\_  
 By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or



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\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_ Yes \_\_\_ No

**Section 4. REQUIRED DOCUMENTATION**

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

**Section 5. CERTIFICATION**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_,

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_



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## Attachment I

### Indemnification and Insurance Requirements

**INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the work under this Agreement and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

**INSURANCE:** As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and their officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than Two Million Dollars (US \$2,000,000) per occurrence and Four Million Dollars (US \$4,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and their officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Hundred Thousand Dollars (US \$1,000,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("any auto").
- (d) "All Risk" property insurance in an amount sufficient to cover the full replacement value of contractor's personal property, improvements and equipment on the Premises.
- (e) Commercial Crime Policy or a Surety Bond in an amount at least equal to the maximum amount of funds potentially held at any one time by Contractor and that guarantee that such funds will not be mismanaged or misplaced, providing protection to the City of Long Beach if it experiences any losses, damages, or penalties resulting from any malfeasance or misfeasance by the Contractor, its officers, employees, or agents. Claim payments under such policy or bond shall name the City of Long Beach as loss payee.





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## Attachment H

### Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractor must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<https://businesssearch.sos.ca.gov/>

The screenshot shows the 'Business Search' page on the California Secretary of State website. The page header includes the name 'Alex Padilla, California Secretary of State' and a navigation menu. The main content area is titled 'Business Search' and contains the following information:

- Search Type:** A dropdown menu is set to 'Search by Corporation Name'. Other options are 'Search by LP/LLC Name' and 'Search by Entity Number'.
- Search Criteria:** An input field for the search criteria, followed by a 'Search Filter' dropdown set to 'Keyword' and a 'Search' button.
- Instructions:**
  - To conduct a search:
    - Select the applicable search type.
    - In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
    - Select the search filter you wish to use to locate the entity if searching for an entity name.
    - Select the Search button.
    - For help with searching an entity name or number, refer to [Search Tips](#).
- Disclaimer:** This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.
- Information:** Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).



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- (f) Garagekeeper's legal liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (US \$250,000).

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and their officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

*Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.*

**(ALL TIERS OF) SUBCONTRACTORS' INSURANCE:** If applicable, Contractor agrees to require any and all of its subcontractors to procure and maintain the following types of insurance for the duration of their subcontracts, including any extensions, renewals, or holding over thereof, from insurance companies that are admitted to write insurance in the State of California or from authorized non-admitted insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such coverage shall include but is not limited to broad form contractual liability coverage, cross liability protection, and products and completed operations coverage. The City of Long Beach, its officials, employees, and agents shall be added as additional insureds by endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and such endorsement shall protect the City, its officials, employees, and agents from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the contractor or subcontractor or from maintenance or use of the Premises. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents, agents, and contractor agrees to obtain and furnish evidence to City of the waiver of subcontractor's liability insurance carrier of any right of subrogation against the City.
- (b) If applicable, Commercial automobile liability insurance equivalent in scope to ISO CA 00 01 06 92 covering symbol 1 (Any Auto) in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- (c) If applicable, Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) covering the work of any person or organization providing architectural, consulting, engineering, environmental, landscape architectural, surveying, real estate, soils engineering, or other professional services in connection with the design or construction of improvements at the Premises.



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- (d) All Risk property insurance in an amount sufficient to cover the full replacement value of contractor's or subcontractor's personal property, improvements, and equipment on the Premises.
- (e) Workers' compensation insurance required by the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness. Contractor agrees to obtain and furnish evidence to City of the waiver of subcontractor's workers' compensation insurance carrier of any right of subrogation against the City.
- (f) If applicable, garagekeeper's legal liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (US \$250,000).

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

# EXHIBIT “A-2”

Scope of Work  
(Including Referenced Appendices)

## SCOPE OF WORK PW17-033

The Contractor shall perform the following:

1. Provide all parking management services necessary to operate, manage and maintain the Parking Facilities listed in **Appendix A-1** on an on-going basis. Contractor shall use its best efforts to provide these parking management services in a manner so as to make the City's parking program as profitable as reasonably possible while providing the highest standard of professional, courteous, efficient, and safe services.
2. Demonstrate how Contractor will achieve City of Long Beach's goal of operating and maintaining its parking assets as first-class facilities by providing excellent customer service in well-maintained and safe public parking facilities at a reasonable cost, while maximizing parking occupancy levels and revenues by practicing sound parking management principles and effective and creative marketing strategies.
3. Collect parking revenues from the public for daily parking (including pay-on-foot machines), monthly parking permits, keycards, and validation sales. "Gross revenues" include all revenue generated from City parking facility operations, including, but not limited to, parking fees collected by the Contractor from the daily parking of vehicles, parking permit revenue, and special user fees. "Gross revenues" is also defined as the cash register total for each shift at each City parking facility. See additional information under Revenue Control section below.
4. Assist the City with revenue forecasting related to rate change proposals submitted to City Council, and may participate in staff presentations to Council. Parking fees are established and approved by the City Council prior to implementation. At its sole discretion, the City shall set and regulate prices, rates, and fees for the use of City parking facilities by the public, and hours of operation. Revenue forecasts must be updated to account for any approved rate changes.
5. Prepare deposits of all gross revenues received by Contractor in its operation of the City parking facilities. Deliver deposits by means of armored transport to the City's bank and deposit into City's account. All gross revenue received by the Contractor shall, immediately upon collection and receipt thereof, become property of the City. The Contractor shall be responsible for the gross revenue until such time as it is deposited with the City's bank. See additional information under Revenue Control section below.
6. Reimburse the City for any lost revenues that can be clearly verified due to, but not limited to, robbery, theft (employee or otherwise), or negligence.
7. Provide maintenance services for City parking facilities, using environmentally-friendly cleaning materials and equipment whenever possible. Inspect and coordinate City parking facility maintenance services performed by City staff. Provide costs, schedules, a list of proposed subcontractors, and maintenance manuals. Additional information is outlined as part of the Maintenance Services for Parking Facilities section below.
8. Consult with regularly and advise the City on matters regarding the operation of the City parking facilities.
9. Obtain prior City approval of changes to established parking operation procedures prior to implementation.
10. Ensure all special uses of City parking facilities, such as special events, filming, maintenance work, or other non-parking use are in accordance with established permitting and approval requirements.

## SCOPE OF WORK PW17-033

11. Honor all special parking permits and services approved by the City in parking lots, structures, and pier parking facility approved by the City from time to time.
12. Obtain and maintain, during the term of the Agreement with the City, all appropriate permits, licenses, and certificates that may be required in connection with the performance of parking management services, including a City business license. Contractor is required to maintain a business license and pay business licenses taxes in accordance with local law.
13. Provide all services in a manner commensurate with the highest professional standards by qualified and experienced personnel. All services shall be provided directly by the Contractor, and no subcontract may be entered into without the prior written approval from the City.
14. Adjust operations as necessary to accommodate lot additions, construction, earthquake retrofitting, improvements, and installation of new revenue equipment, hardware or software, modifications of entrance/exit locations, addition of or changes to landscaped areas, or any other change the City may make at its sole discretion.
15. Comply with all federal, state and local legislation prohibiting discrimination against any person because of their race, color, religion, sex, gender, gender identity, marital status, sexual orientation, disability, military or veteran status, age, national origin, or ancestry.
16. Contractor shall enter into an Agreement with the City and shall be required to commence operation of the parking facilities in accordance with the start-up date stipulated in the Agreement.
17. Provide validations to the City as requested within 48 hours.
18. Maintain and manage a waiting list for monthly keycards. Operation of City Parking Programs, including the processing of parking validations and permits.
19. Provide the City with a robust web-based reporting platform enabling the City to generate reports and view data as to occupancy, revenues, expenditures, tickets, et al. This system should integrate with Data Park, T2/Digital Payment Machines, and IPS.
20. Personnel training according to City specifications as well as Contractor's own Curriculum.
21. Management of monthly parking functions, possibly including the on-line contracted permit systems.
22. Recommend strategies to improve customer service, reduce costs, and enhance revenues.
23. Provide City information and directions to the public as needed.
24. Specified maintenance and Parking Facility custodial staffing and services.
25. Provide daily Parking Facility inspections to ensure cleanliness, maintenance and safety standards are being addressed and maintained.
26. Develop and implement Special Event parking plans as specified by the City;
27. Properly operate all components of the Revenue Control System, Parking Guidance System, security monitoring devices and fire suppression equipment in the Parking Facilities;
28. Once Contractor takes over monthly parking responsibilities, maintain a credit card authorization

## SCOPE OF WORK PW17-033

account for monthly parking revenue.

29. Contractor may occasionally be required to work with key stakeholders in City's parking operations. Said stakeholders are listed in **Appendix A-1a**.

### **REVENUE CONTROL, CASH & CREDIT CARD HANDLING PROCEDURES AND REQUIREMENTS**

#### **Control of Parking Cash Receipts**

The Contractor shall design, implement, and maintain a system of internal controls to account for parking facility and office receipts. Tickets must be printed to the City's specifications. The system shall, at a minimum, include the following at each parking facility:

1. Use of sequentially numbered, time-stamped tickets for all attendant parking, and the use of pay machines, parking revenue control system, and point of sales system according the City's specifications.
2. A secure system for collecting and moving cash from parking lots and structures to a cash-counting facility, including the use of armored transport to the deposit location designated by the City. City must approve the armored transport company proposed by the Contractor.
3. Procedures that keep collected revenue separate from the various operations or parking facilities.
4. Procedures that ensure separation of duties, including separating cashiers and supervisors in City parking facilities from the Contractor office staff responsible for counting cash and reconciling cash receipts. Cashiers and supervisors will not pull reports or reconcile the cash, to ensure the required separation of duties. There will be a minimum of two (2) staff present at all times during counting and reconciling activities to ensure checks and balances and to minimize collusion. Contractor staff assigned to generate revenue reports must also be separated from staff responsible for cash counting and deposit preparation duties to avoid forced balancing.
5. Record issued ticket numbers, batch numbers, and total tickets sold at each City parking facility daily.
6. Cash out all pay machines and deposit revenues daily.
7. Maintain daily log of all above entries. Contractor must report all overages and shortages daily.
8. Maintain tickets in a manner consistent with industry standards, allow for independent audit verification of reports of gross receipts, and approved by the City.

The Contractor shall provide the City with a monthly report on the purchase and disposition of all parking tickets and permits. Reports shall indicate serial numbers of tickets assigned and sold at each parking facility. The City must be granted access and will periodically audit inventory of used, unused, and retained tickets; transactions; receipts; and records.

#### **Credit Card Transactions**

To facilitate payment of parking fees by credit card, the City has installed credit card equipment and software at certain parking facilities. Contractor agrees to cooperate with the City, including the City's designated third party vendors, to facilitate the payment of parking fees through credit cards. Contractor will report the need for any service request immediately (within 4 hours) to the City and to the City's third

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party vendors, DataPark, Inc., T2 Systems, and Sentry. From time to time, the City may provide additional direction to the Contractor in writing regarding services required to facilitate payment of parking fees by credit cards.

### **Deposit of Cash Receipts/Revenues**

The City has the right to install, monitor, and service recording devices including, but not limited to video, audio, and digital equipment at all locations where cash receipts/revenue are handled. Security equipment may also be located in areas where Contractor staff who do not handle cash are working. The Contractor shall follow procedures consistent with industry standards and approved by the City Treasury Section for the depositing of daily cash receipts.

While funds collected are the property of the City, the Contractor is responsible for the funds until they are deposited into the City's bank account.

Daily submission of Parking Access and Revenue Control System (PARCS) equipment-generated reports, daily cash receipts, copies of deposit slips, and equipment-generated summary of credit card sales must be submitted to Parking Administrator no later than 48 hours after collection of revenue. PARCS reports and revenue summary reports must not be pulled or prepared until after the daily deposit has been transported to the bank to minimize possibility of forced balancing.

All monies collected by the Contractor as part of any parking program become the sole property of the City when collected. Contractor shall provide a guarantee of funds, to the extent set forth in this Agreement.

Until monies charged and collected by the Contractor on behalf of the City are transferred out of Contractor's custody in a manner approved by the Parking Administrator, the Contractor shall assume all risk of loss of such monies, including, but not limited to, loss by damage, destruction, disappearance, theft, fraud, counterfeit bills/coins, or dishonesty.

Contractor shall accept cash, credit, and debit cards/systems as payment as appropriate for transient parking. For monthly permits, Contractor may accept personal checks which shall comply with the following: check is imprinted with the name, address and phone number, and be written upon a California bank.

Gross Daily Collections shall be transported by armored courier for deposit to the City's designated depository within 24 hours of receipt or no later than the end of the next Business Day.

The Contractor's obligation to deposit Gross Daily Collections shall survive the expiration or earlier termination of this Agreement.

Contractor shall immediately document and report any malfunctioning revenue control equipment to the designated maintenance vendor and subsequently notify the Parking Administrator of the problem and the status of its resolution.

### **Monthly Parking**

The Contractor will administer the monthly access card program where applicable. This includes activating/deactivating cards, invoicing cardholders, maintaining a waiting list, and collecting on all accounts. The Contractor will maintain detailed records of any transactions, inventory, or revenue at the City parking facilities and provide them to the City upon request. These records shall include at a minimum, but not limited to, any items customary to the parking operations industry such as monthly keycard reconciliations, receipts and payment records, and monthly parking applications.



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Prior to the beginning of each month, the Contractor shall charge and collect appropriate monthly parking fees from Monthly Parking Customers. No Monthly Parking customer who has not paid their monthly fee by the first of the month shall be permitted to park at a Parking Facility.

Prior to issuing an access card for monthly parking, the Manager shall charge and collect the appropriate monthly parking fee for the first month.

As of the commencement date of this Agreement, a third-party vendor (iParq) handles all monthly parking. So long as iParq provides Manager with a list of monthly parkers that have not paid their monthly parking fee, Manager agrees to prevent unpaid monthly parkers from parking in the Parking Facilities. At the time that Manager begins handling monthly parking for City (which shall be documented in writing between the parties), prior to the beginning of each month, the Manager shall charge and collect appropriate monthly parking fees from monthly parking customers. If a monthly parking customer has not paid his or her monthly fee by the first of the month, they shall not be permitted to park at a Parking Facility, except as a transient customer unless specifically authorized by City.

### **Annual Passes**

The City offers several annual passes at select beach lots. Contractor will be responsible for the sale of these passes. See **Appendix A-1b** for list of lots for which annual passes are issued.

### **Transient Parking**

Pay-on-foot Program: Parking Facilities shown in **Appendix A-1** contain pay-on-foot machines for transient Customers. Pay-on-foot machines may be added or removed from the Parking Facilities as City sees fit. The Contractor shall operate and manage these Parking Facilities as follows:

1. On a schedule designated by the Parking Administrator, the Contractor shall collect all parking fees deposited into the pay-on-foot machines and shall inspect and test the machines for any malfunctions.
2. Pay-on-foot revenue shall be counted in dual custody, and a bank deposit slip for each pay-on-foot revenue box shall be completed. Supervisory staff shall secure the deposit in a drop safe.
3. The Contractor shall provide the Parking Administrator with reports and audits of the pay-on-foot parking program.
4. The Contractor shall operate the pay-on-foot Parking Facilities as cashiered Parking Facilities if requested by the City.
5. The Contractor shall use the collection procedures approved by the City for collecting from pay-on-foot machines.
6. Contractor is required to honor Aquarium validation program, as currently implemented at the AOP/Queensway Bay structure.

### **Cashiered Parking**

1. At each Parking Facility, the Contractor shall collect from each transient Customer the parking fee in accordance with parking rates approved by the City Council.
2. The Contractor shall accept from Customers validations that have been approved by the Parking Administrator. The Contractor shall credit Customers with the value of any such validation and charge and collect any remaining parking fees that are owed.

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3. At the beginning of each shift, the Contractor's shift supervisor, or other personnel authorized in writing by the Parking Administrator, shall issue a work bank to each of Contractor's cashiers. At the end of each shift, each cashier shall return his/her work bank and other revenues to the shift supervisor, or other personnel approved in writing by the Parking Administrator. At the beginning and end of each shift, Contractor shall account for all monies, including funds for making change and parking fees, contained in each of the cashiers' work bank.
4. Cashier cash-outs shall be conducted in dual custody. Supervisors shall complete a bank deposit slip and secure the cashier's deposit in the drop safe. Evidence for dual custody shall include the initials of those employees performing the cashier cash-out.
5. System reports shall be run prior to operation on the next day. Neither cashiers nor shift supervisors should be aware of the amount of revenue recorded by the equipment before depositing the day's collections.
6. The Contractor shall be responsible for the following:
  - a) Verifying cashier forms for completeness and accuracy;
  - b) Ensuring that opening and closing parking ticket serial numbers are recorded and accurate;
  - c) Ensuring that non-resettable counts are recorded and accurate;
  - d) Ensuring that exception tickets are completed appropriately and accurately;
  - e) Ensuring that Promissory Notes are completed appropriately and accurately.
7. During those days and hours directed by the Parking Administrator, the Contractor may permit Customers to park in a Parking Facility without paying a parking fee. During such times, the Contractor shall continue to operate and manage the Parking Facility pursuant to the Operating Agreement, except for the parking fee and collection procedures.
8. The Contractor shall provide the Parking Administrator with reports and audits on the transient parking program listed in this RFP.
9. The Contractor shall be responsible for collecting all revenues related to Promissory Notes or insufficient fund transactions. A report of all insufficient funds collected and outstanding will need to be provided to the City on a monthly basis. All attempts in collecting this revenue will also need to be documented.

### Tickets

1. The Contractor shall be responsible for custody, control, and safekeeping of the necessary parking tickets for payment parking.
2. The Contractor shall, at all times, be able to account to the Parking Administrator for each parking ticket provided to the Contractor by the City.
3. Any parking ticket that the Contractor cannot account for to the satisfaction of the Parking Administrator shall be deemed to have been issued by the Contractor to a Customer.

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4. The Contractor shall ensure that each Customer entering a Parking Facility is issued a parking ticket. The Contractor shall issue such parking ticket manually at those Parking Facilities when such machines are not functioning properly.
5. At those Parking Facilities where the Customer pays the parking fee upon exiting the Facilities, the Contractor shall, at the time such Customer exits, collect and retains the parking ticket issued upon entry. All such parking tickets shall be placed in transaction order in a locked box. The Contractor's audit staff will open the locked box and verify the transaction order.
6. The Contractor shall be responsible for accounting for each parking ticket issued, whether issued manually or by machine, to each parking ticket collected.
7. The Contractor shall pay to the City the parking rate applicable to each unaccounted for parking ticket to be calculated as the maximum daily rate in effect for the Parking Facility unless the Contractor can explain the discrepancy, in writing, to the satisfaction of the Parking Administrator.

### *MAINTENANCE SERVICES FOR PARKING FACILITIES*

Contractor shall serve as the City's parking facilities manager. Included in these duties will be the requirement to maintain an inventory of all equipment and associated maintenance schedule. Contractor shall be responsible for preparing and submitting to the City routine checklists to document the performance of maintenance on a monthly, quarterly, and annual basis as established by City.

Contractor shall perform routine maintenance and shall replace supplies that are used for parking services normally performed on a day-to-day or routine basis in order to keep the Parking Facilities operating in an efficient, clean and safe condition. Contractor shall maintain an up-to-date maintenance checklist at each facility at all times.

Contractor shall make minor repairs that do not require additional cost promptly and as needed. Repairs requiring an expense and which do not reasonably create an imminent threat to public safety shall be made after consultation with the Parking Administrator and as they direct. As described below, Contractor shall cordon off or otherwise secure any portion of the property that is in an unsafe condition and shall promptly notify the Parking Administrator for instructions.

### **Parking Facilities Inspection Forms**

Each parking structure shall be inspected on a weekly basis by a supervisor using the Inspection Form shown in **Appendix J-1** for each facility. Contractor shall use this inspection form template for each facility. These forms shall be reviewed by parking management staff and be made available at all times for inspection by City. Any items listed as "Unacceptable" shall be addressed immediately by Contractor.

### **CLEANING SERVICES**

Contractor shall perform the following services, in accordance with **Appendix I-1 Maintenance Services Schedule** and all applicable City regulations, policies, and guidelines:

#### **Sweep Parking Lot and Structure Surfaces**

Sweeping of assigned parking lots and structures shall be done by hand with a broom a minimum of once per day, and more often if deemed necessary by the City, to maintain the highest level of cleanliness. Sweeping shall include sidewalks and entrances directly abutting the parking lot or structure.

Sweep all high-traffic areas of beach lots a minimum of once per day, and as much as necessary, to keep areas free of litter and debris. Coordinate sweeping schedule with the City's Environmental Services

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Bureau, Street Sweeping Division which will machine-sweep accessible portions of the beach lots. Sweep sand and debris out of areas inaccessible to the sweeper machines into the sweeper machine-accessible areas. This includes, but is not limited to, the areas in, around, and adjacent to the kiosks, wheel stops, landscaped islands, entry gates, parking lot corners, and parking lot perimeters.

### **Trash Removal**

Retrieve and remove litter and debris from lots and structures, landscaped islands, planter beds or boxes, and other areas as specified by the Parking Administrator.

### **Clean Signage**

Wash all structure, lot signs, and awnings a minimum of once a week, up to once daily, as needed.

### **Clean Booths & Control Equipment**

Clean windows, doors, walls, and work surfaces of the cashier booths a minimum of once per week, up to once daily, as needed. Clean the parking control equipment housings as needed.

### **Graffiti Removal**

Report all graffiti to Parking Operations immediately, complete documentation requirements, notify the Police Department, and proceed in accordance with established procedures, including abatement.

### **Clean Contractor Offices**

Vacuum floor, dust, empty trash receptacles, and perform other cleaning a minimum of once a week, up to once daily, as needed to keep offices clean and presentable to the public.

### **Landscape Maintenance**

Remove weeds from all paved surfaces and planted areas in the beach lots and structures. The City will conduct tree trimming.

### **Pay-by-Space, Pay-and-Display, and Pay-on-Foot Machines**

Clean, service, and perform routine maintenance and minor repair of Beach and Downtown facility pay machines a minimum of once per week, up to once daily, as needed. Cash out all pay machines daily and deposit revenues daily.

### **Inventory**

Inventory signage, bollards, trash receptacles, etc. to ensure that all items are in the correct place and replace if missing.

### **Light Carpentry and Touchup Painting**

Perform minor repairs to the parking facilities, including touch up painting of small areas of structures and booths, repair, or replacement of small fixtures such as cover plates, carpeting, stair treads, etc.

### **Elevator Cleaning**

All elevator interiors and floors shall be cleaned on a daily basis especially in case of early morning to eliminate any unpleasant odors.

### **Pressure Washing Services**

All pressure washing shall be completed per facility in accordance with the schedule shown in **Appendix I-1. ENGINEERING SERVICES**

### **Equipment Rooms**

Ensure all equipment rooms and room keys are maintained, including in accordance with state and local law if applicable.

### **Lighting Maintenance**

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Provide daily lighting inspections, replace as needed, and provide a weekly report of all burned- out or damaged lights and fixtures.

### **Emergency Maintenance**

Test and maintain the fire extinguishers monthly to ensure that they are in working condition in accordance with established standards and law. Repair or replace equipment as necessary. Remove trash from top and inside of extinguisher box.

Ensure that fire sprinkler systems and stand pipes are tested and serviced in accordance with established standards and law. Work with the Fire Department during routine inspections. The Contractor will repair or replace equipment as necessary to ensure that equipment is in working condition. Ensure equipment room keys are maintained in accordance with state and local law.

Test and repair fire alarm and fire sprinklers as follows:

1. All work shall be performed in accordance with the standards listed in the (California Code of Regulations, Title 19) & (NFPA 13, 25, & 72) or per the City of Long Beach Fire Department's Fire Marshal. Water based fire protection systems shall be inspected, tested, and maintained in accordance with the frequencies required by the NFPA. Contractor shall provide the best testing, inspections and repair maintenance services and practices per the manufacturer's specifications to fire sprinkler systems, fire alarm systems plus associated equipment. If work performed is rejected by the City's facilities maintenance or designated City representative(s), contractor shall remedy the situation as soon as possible at no additional cost to the City.
2. Contractor shall assist and coordinate access to fire alarm panels and programming systems with the fire alarm central station monitoring vendor, Tri-Signal Integration Inc. Tri-Signal Integration Inc. provides Fire Alarm Testing, Maintenance & Repair Services for Lincoln Park Parking Structure & VIP Area, and Broadway Parking Structure only.
3. Availability / Response Time: Contractor(s) must have personnel with the ability to respond to emergency repair requests on a 24 hr. /7days a week basis. Contractor(s) must be able to be on-site at Long Beach location(s) within four (4) hours of notification by City staff. Some testing, repairs, and installations work may also be scheduled on weekends or after-hours to accommodate the operations at various City facilities.
4. Additional Fire Prevention Services Repairs Testing & Inspections to Include (5yr. Tests): Shall be quoted on an individual as needed basis. No work shall be performed by the contractor without prior approval from the City's representative(s). The City reserves the right to accept or deny any services quoted by the contractor. The City reserves the right to use other vendors for services beyond the scope of the work contained in this bid packet.
5. Reporting: Contractor(s) shall submit signed and dated written service and repair performed for each fire prevention piece of equipment specified in this bid to the City. Contractor(s) shall maintain maintenance logs & inspection reports at the contractor's office. Contractor shall provide a written report for all service calls detailing any work performed and/or recommendations for further repairs/modifications & a copy of the service report will be submitted with invoices.
6. Safety Requirements / Materials Disposal: Contractor shall perform all work to meet or exceed all accepted standards for safe hazardous material handling. Contractor shall remove any trash or waste materials / liquids generated by service(s) and or repairs. The City reserves the right to issue restraint or cease orders to the contractor if unsafe or harmful acts are observed or reported.

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7. Test and maintain emergency lights and exit signs monthly to ensure that they are functioning properly. Repair or replace equipment as needed.
8. Test and maintain alarm systems to ensure that they are in working condition. Respond to alarms that may be sounded in accordance with established procedures.

### **Elevator Maintenance**

City of Long Beach will maintain all elevators in facilities shown in **Appendix A-1. Parking Equipment Maintenance**

Provide service by reputable vendors familiar with City's parking control and communications hardware. Repair or replace equipment as needed. Work closely with the City's Information Systems Department to ensure system communications uptime. Clean, service, and perform routine maintenance and minor repair of pay machines as needed. Cash out all pay machines daily and deposit revenues. The City currently has Service Maintenance Provider Contracts with third-party parking equipment vendors. The name and information for the vendors are shown in **Appendix F**. The scope of maintenance services provided by these equipment vendors are included in **Appendix F**. Contractors shall obtain a maintenance service contract from Digital Equipment vendor for the maintenance of the pay stations in the City's parking facilities. The name and contact for Digital Equipment vendor is included in **Appendix F**. Upon execution of the Agreement these vendors will become the Contractor's subcontractors. Service contracts with equipment vendors will be assigned to the Contractor, with the Contractor serving as the primary contact for the vendor. The contractor's proposed fee for maintenance of parking access and revenue control equipment shall be based on scope of services by each vendor as shown in **Appendix F**.

### **Air Conditioning Maintenance**

Repair and maintain air conditioning equipment in the Contractor offices and cashier booths.

### **Electric Vehicle Charging and Maintenance**

Contractor will be responsible to ensure that the parking spaces designated for Electric Vehicle Charging Stations shown in **Appendix B-1** are used for Electric Vehicle charging purposes. The City will be responsible for the maintenance and operation of the Charging stations.

### **Miscellaneous Expenses**

#### **General Office Supplies**

The Contractor will be responsible for supplying all materials necessary for providing the services as outlined in this document. This line item must include all types of general office supplies, including but not limited to: office supplies (pens, tape, stapler/staples, notepads, paper clips, etc.), paper, calculators, water, first aid kits, trash cans, etc. *(All facilities)*

#### **Parking Operation Supplies**

The Contractor will be responsible for supplying all materials necessary for providing the services as outlined in this document. This line item must include all types of parking operation supplies, including but not limited to: parking tickets, gate arms, register tape, time clocks, register ribbons, chains, cones, validations, keycards, hangtags, forms, etc. See **Appendix K-1** for summary of tickets issued during most recent 1-year period at parking structures and surface lots. Approximately 2500 monthly parking cards have been issued at all parking facilities.

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### **Utility Vehicle**

Contractor shall supply a utility vehicle(s) to be used by Contractor to perform duties related to City only, including but not limited to collection of revenue, restocking of POF machines, transporting maintenance or supplies among the City facilities, security functions, or any other uses as directed by City. Contractor shall own or lease the vehicle, but the type of vehicle, length of term the vehicle is needed for the Contractors' operations for the City, and any other details will be determined by City. Contractor shall bear the risk of loss to the vehicle and shall maintain automobile liability insurance coverage naming the City as an additional insured, in accordance with all City insurance requirements. The cost of the vehicle is included in the line item for Utility Vehicle.

### **Additional Contract Expenses**

There may be additional costs associated with the parking operations for the City facilities which have not been outlined specifically in this document and the City may request at a later date. Examples of these costs may include, but are not limited to the following: additional staffing, keycard refunds, non-budgeted repairs/services, specific facility improvements, additional location management, etc. Where prices for additional requested items are specified in the Agreement, those prices shall apply to such additional services or materials. Where no prices are specified in the Agreement, the parties will agree upon the cost. Additionally, the City reserves the right to decrease or eliminate services or other items from the scope of work. *(All facilities)*

### **Contingency Non-Budgeted Repairs / Services**

The Contractor will submit any expenses not covered by this document to the City for approval. These expenses may then be added as an additional amount on the monthly invoice. The Contractor must receive written approval for any non-budgeted expenses or services prior to purchasing anything or providing any services. If these purchases or expenses will exceed five hundred dollars (\$500.00), Contractor must obtain three (3) written estimates and submit to the City for approval. In the case of an emergency, the Contractor will use its "best judgment" before purchasing any items or services if no City staff is available to approve such expenditure.

### **Capital Improvements**

Contractor may be requested to provide design and construction services for the list of capital improvement projects shown in **Appendix H-1**. Contractor shall follow City of Long Beach requirements to obtain necessary cost estimates/quotations for capital improvement projects listed in **Appendix H-1**, as well as procuring parking access and revenue control equipment, signage, security equipment, or any other services and supplies required by the City. Contractor will be reimbursed based on all incurred expenses on a project-by-project basis, not including late fees incurred by Contractor.

## ***PARKING OPERATIONS and MANAGEMENT***

The Contractor shall incorporate the following requirements into the parking operation:

### **Quality Control**

The Contractor shall establish and maintain a system of quality control to ensure that contract requirements are met. The system should include, but not be limited to, the following:

1. Design, implement, and maintain a Customer Service and Community Relations Program that shall ensure all members of the public are treated with courtesy, that all complaints are handled and resolved quickly and effectively, and that the public is informed of parking policies and procedures.
2. Maintain all work sites free and clear of all hazards resulting from its operations to persons and property. Inspect each City parking facility during hours of operation for hazards, maintenance needs, and threats to employee or public safety. Inspections must be conducted against an approved inspection form with items to be reviewed and on an approved schedule. Maintain inspection logs including findings and dispensations, and make log available for City review. The

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inspection shall include, but not be limited to, the interior of all elevators, restrooms, trash areas, walkways, and stairways. Contractor shall immediately report any suspicious activity, including the presence of suspected gang graffiti, any hazardous conditions, or any threat to public safety to the Long Beach Police Department and City of Long Beach Parking Operations Division. Contractor shall notify Parking Operations if areas not under Contractor's contractual jurisdiction are in need of maintenance or repair or may create a public safety concern.

3. Write inspection procedures that cover all services. Include the method(s) for identifying and preventing deficiencies in the quality of services performed. Also, detail activities that will be inspected, including if inspection will occur on a scheduled or unscheduled basis, frequency of inspections, name(s) and title/position of the individual(s) performing the inspection, and name(s) and title/position of individual(s) inspected. Maintain a file for all inspections conducted by the Contractor, including the necessary corrective action taken. Make inspection documentation available to the City upon request.
4. Utilize monthly "mystery shoppers" to evaluate the customer service provided. Provide copies of results to the City at the close of each month.
5. Contractor shall oversee the operation of the Parking Access and Revenue Control System ("PARCS") daily and also work closely with the City and their parking equipment service providers to ensure the PARCS is fully operational. Contractor shall monitor the service and repair of the equipment, including recording the removal of equipment and/or parts and maintaining an adequate spare parts inventory.

Contractor and its personnel shall be trained in the proper use of the PARCS and related software, and maintain the ability to generate comprehensive reports including the following, and any other reports requested by the City:

- Daily event log
- Shift reports
- POF reports
- Transaction reports
- Credit card reports
- Exception reports
- Validation reports
- Outstanding ticket reports
- Daily and monthly summary reports
- Activity and use report

City shall have access to the parking equipment at all times and will enter into a maintenance service agreement with Contractor for preventative maintenance and repairs.

### **Standard Operations and Procedures (SOP) Manual**

The Contractor shall prepare and maintain an up-to-date Standard Operation and Procedures Manual that shall reflect the method of parking lot operations as proposed by the Contractor and approved by the City. At a minimum, the Manual shall include the following:

1. General operating and management policies
2. Procedures for cash control, accounting and auditing
3. Personnel staff schedules and job descriptions



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4. Personnel performance and quality assurance standards
5. Personnel training plan
6. Customer service standards and Quality Control Plan
7. Facility maintenance procedures and schedule
8. Equipment inventory, maintenance schedule, and replacement schedule
9. Inspection procedures and schedule
10. Contractor corporate office support staff and their duties
11. Company personnel policies, including Affirmative Action Plan
12. Procedures for exception tickets (lost ticket, promise-to-pay, refusal-to-pay, etc.)
13. Emergency procedures (to include both natural and man-made events)
14. Ethical Standards
15. Safety policies and training schedule
16. Alarm Procedures
17. Graffiti Abatement
18. Procedures for processing and implementing change directives issued by City

Within thirty (30) days after award of this Operating Agreement first becomes effective, a copy of the written **Standard Operations and Procedures Manual** procedures for operations, management, maintenance, cash handling and auditing procedures for each Parking Facility shall be submitted for review and approval to the Parking Administrator. Thereafter, the Contractor shall make necessary revisions on an as needed basis, but at least on an annual basis and no later than September 30 of each year, submitted to and approved, in writing, by the Parking Administrator.

### **Traffic Circulation**

The Contractor shall provide sufficient staff to ensure a smooth flow of traffic entering and exiting the parking facilities, thereby avoiding traffic buildups within parking lots and structures and on contiguous public streets. Within any parking lot or structure, there should be no waiting time to exit in excess of fifteen (15) minutes. Contractor shall ensure the provision and maintenance of adequate permanent signage to facilitate safe and smooth traffic flow. Additional staff may be needed during special event performances and peak traffic periods which occur during holidays and weekends caused by the public patronizing movies, restaurants, and shops. Additional staff may also be needed at the pier and the beach parking lots during summer peak periods, on holidays and weekends, during large special events. The City may request, at its sole discretion, the deployment of additional staff resources to address peak traffic conditions. Contractor shall provide a flat labor per hour rate for budgetary purpose.

### **Special Event Services**

Event producers and film companies use parking facilities, primarily the beach, Civic Center, and Pier lots, throughout the year. Contractor staff may assist with booking events or commercial uses, issuing use permits, and collecting fees. Contractor staff handles on-site set up including directing traffic, sectioning off reserved areas, and ensuring City procedures are followed and parking lot is used as spelled out in the booking documents. Contractor may also assist with event permit and special commercial use compliance monitoring, including coordinating with Community and Cultural Services Event Staff, City Code Enforcement staff, and Police and Fire Department staff.

Contractor is required to provide a web-based service for pre-sale event parking. City of Long Beach has multiple large scale events each year, such as Marathon, Grand Prix, and 4<sup>th</sup> of July. City manages tens of thousands of vehicles parked during these events. Web-based pre-sale parking is a solution that the City currently uses to effectively allocate event transient parkers. Contractor must propose the transaction cost, including credit card processing costs, in its proposal. Solutions must include a barcoded or QR-coded printout with directions and/or map to the parking facilities. Contractor must provide samples

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and screen shots of the proposed solutions. Subcontractor services will be accepted.

The Contractor shall provide the Parking Administrator, at least five (5) Business Days prior to a Special Event, a written plan setting forth operating procedures for the Special Event. The Contractor shall staff these events as pre-approved in writing by the Parking Administrator. Expenses associated as a result of special events shall be included in the monthly operating expense report for the particular facility, but categorized as separate items. Preapproval of unusual expenses such as apparel/uniforms must be approved in writing by Parking Administrator before purchase. Contractor shall cooperate with City personnel in the coordination of the Special Event with regards to traffic flow into, within and out of each Parking Facility, including without limitation, setting up and removing barricades, cones, signs, or other equipment.

Below are descriptions of premier events hosted by the City:

Long Beach Grand Prix (April) – 3 days (typically Friday through Sunday) of activities including Formula E, Drift, and Toyota Grand Prix. Historically, Contractor has sold special passes for facilities, including City Place Lot C. City Place Lot A traditionally is kept open at standard rates including 2-hour free validation. Attendance regularly exceeds 200,000.

Long Beach Pride (May) – One weekend of activities including the closure of Shoreline Drive from Alamitos/Ocean to Shoreline Village Drive. Parade occurs on Ocean Blvd from Lindero to Alamitos Avenue. Attendance draws approximately 80,000 people.

Long Beach Marathon (October) – Marathon held in Long Beach with approximately 20,000 participants.

The City plays regular host to different filming activities as well. Other special events (smaller) can be found here: <http://www.filmlongbeach.com/event-calendar/list-view>

*OPTIONAL: The contractor may include in its proposal traffic circulation planning services and resources related to ensuring smooth flow of traffic as vehicles enter and exit the City seeking parking in relation to large events and on high volume Summer weekends. These services are proactive in nature to assist the City with routine planning and staffing for high volume parking days that compliment required services outlined in this RFP for special events and traffic circulation.*

### **Standardized Apparel**

The Contractor shall require every on-duty employee to wear a uniform or other standardized apparel and a visible photo identification badge furnished by the Contractor. Well-maintained

and photo identification badges must be approved by the City. Uniform must not be covered by outer garments that are not part of the uniform and photo identification badge must be visible at all times (e.g., worn outside of approved uniform outerwear.) No pins or buttons shall be worn except those authorized by the Contractor and approved by the City. Contractor's proposal should include a detailed description of the proposed uniform(s), identification badges, and pins.

### **Advertising**

The Contractor may not place any advertising on parking lots or uniforms, except the firm's own logos or symbols, which identify the firm under contract and its personnel as employees of the firm, all of which are subject to prior approval by the City. The City may also require messaging be placed on the back of all parking tickets and other public information, such as an anti-litter logo.

### **Safety**

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The Contractor shall:

1. Maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous conditions noted by the Contractor shall be immediately corrected. If the responsibility for causing correction does not fall to the Contractor pursuant to the Agreement, Contractor shall immediately report the condition to the City's Parking Operations.
2. Furnish and maintain fire extinguishers, flares, flashlights (baton and regular), and flashlight batteries for each of the parking facilities. Provide enough flashlights for each employee to use during power outages and other emergencies. To ensure against theft, such articles should not be stored in kiosks when closed. Procedures informing employees of whom to contact and what to do in the event of emergency shall be posted in each cashier booth located at all City parking facilities and Contractor offices.
3. Perform all work in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. If unsafe or harmful acts by Contractor staff or sub-contractor, dangerous or hazardous conditions at City parking facilities, or any event which could adversely affect public safety are observed or reported to the City, the City reserves the right to issue orders of restraint or cease-and-desist to the Contractor, or terminate the contract with 24 hours' notice under this provision.

### **Incidence Reports and Procedures**

The Contractor shall implement procedures to handle all incidences, accidents or events possibly giving rise to a claim for liability, thefts, vandalism, property damage, and customer complaints, which includes, at a minimum, the following:

1. Inspect City parking facilities daily. Report items of disrepair and the corrective action taken by Contractor to the City.
2. Complete incidence reports detailing theft, property damage, bodily injury, and vandalism, etc. at City parking facilities. Transmit the reports to the Long Beach Police Department and Parking Operations Division within 24 hours.
3. Resolve complaints to the City's satisfaction within 24 hours, or provide to the City within 24 hours a proposed timeframe and method of resolution. The City shall resolve complaints received about City policy and City-maintained or -repaired facilities.
4. Maintain a written log of all complaints, written or oral, received directly from the public or forwarded to the Contractor by the City. Include complaints about employee appearance, attitude, services; quality or lack of facility maintenance; charging or amounts of fees; safety concerns; and any other issues concerning the day-to-day operation of the City parking facilities. The log shall contain the date and time of receipt of complaint, nature of the complaint, date and time of Contractor action or reason for Contractor non-action and staff name and title of Contractor staff who handled the complaint. Submit a copy of the complaint and its resolution to Parking Operations no later than ten (10) days from Contractor's receipt of complaint. Forward an updated copy of the complaint log to the Parking Operations Division every month.
5. Maintain Contractor office telephone landline staffed 24 hours a day. List the landline number in local telephone directories under the name by which the Contractor is commonly known. Staff the

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landline at all times with responsible person(s) empowered to take any action necessary to satisfy any inquiry or complaint from the public or the City. Post the landline telephone number at all City parking facilities, specifically at all entrances, exits, cashier booths, inside elevators, outside elevator doors on every floor, and in stairwells on every floor and landing. Provide preprinted materials with Contractor's name and landline telephone number at cashier booths and Contractor offices to the public, upon request.

6. Within thirty (30) days after award of the Operating Agreement, the Contractor shall provide City with its formal customer complaint process and complaint form. This process and form shall be subject to approval by the City and shall provide the City with sufficient information to document and account for customer claims for theft, damage, or other complaints, and to show the status or resolution of such complaints. City may from time to time establish or modify requirements for such complaint process.
7. Maintain an ongoing log of reported thefts, vandalism or damage to City property, Parking Facilities or customer vehicles and/or property. Provide report to Parking Operations on a monthly basis.
8. In the case of theft or deliberate damage to the City or customer property by an employee of the Contractor, the Contractor shall submit to the Parking Administrator a report which identifies the name and job title of the employee who committed the theft or damage, the amount of the theft or damage as can best be determined, and the action which the Contractor either has taken or proposes to take. Theft including, but not limited to, intentionally failing to issue a parking ticket to a Customer, intentionally failing to turn in all parking tickets at end of a shift, taking of cash receipts, intentionally mischarging Customers, taking any part of a Customer's vehicle, or taking any article left in or on a Customer's vehicle. The Contractor shall inform all personnel of this requirement and require that they fully abide by it.
9. Reports must be available in electronic and hard copy format on an as needed basis. City shall have the ability to access Contractors revenue reporting system to view and print revenue and expense reports. The City has the right to any other financial or operating information that may be reasonably required from time to time by the Parking Administrator.

### **Community Parking Program Website**

The contractor will be responsible to design and operate a parking website that will include all parking information regarding City of Long Beach parking facilities, information regarding obtaining parking permits, transient parking, and monthly parking. This website shall also have the capability to connect information for private property owners (e.g. churches, businesses, etc.) with residents through a Parking Exchange Website. The Contractor may levy an administrative fee to applicants for parking, and offer a payment portal for the private property owner to accept monthly payments. The contractor shall consult with the City before levying an administrative fee and must seek permission to establish or change the rate. Contractor must allow individual private owners to establish their own fee for monthly parking. This website shall have capabilities for handling sales of annual beach parking permits. A list of frequently asked questions regarding the Community Parking Program is provided as part of **Appendix A-1c**.

### **Customer Service**

Contractor personnel are responsible for providing the best customer service to the patrons of the City parking facilities.

Develop ongoing customer service training program with auditable standards and submit to City for approval. Implement the approved plan, training, monitoring, documenting, and correcting of employee customer service skills when needed.

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Each coordinator, attendant, cashier, supervisor, office staff, manager and maintenance personnel provide certain levels of customer service which intertwine in each transaction. The staffing plan proposal shall be arranged so that response time to any specific location is between 1 and 5 minutes. If the response time by an attendant or supervisor is longer than 5 minutes, the Manager on Duty must become involved in the situation to resolve any issues. Contractor must propose sufficient staffing levels to cover all operation needs and perform the best possible customer service. Customer service and staffing levels will be measured by random audits performed by City staff on quarterly basis. During these audits, employees and Contractor will be rated based on items pertaining to their customer service training. Audits will be based on the quality of measured items, including but not limited to, response time, operational efficiency, uniforms, presentation, body language, and attitude.

### **Staffing**

For each fiscal year, the Contractor shall submit a draft annual staffing plan for the approval of the Parking Administrator. This staffing plan shall be consistent with the three-year cost proposal submitted in **Attachment K**. The Contractor shall base each draft annual staffing plan upon the most recent annual staffing plan approved by the Parking Administrator. The draft staffing plan shall explain any annual staffing adjustments, including those resulting from the deletion or addition of parking facilities, or a change in parking revenue equipment. Once the Parking Administrator has approved the annual staffing plan, it shall be incorporated into this Agreement as if made by formal amendment to the Agreement.

### **Adjustments to Approved Annual Staffing Plans**

The Parking Administrator shall have the right to permanently alter the approved annual staffing plan at any time during the fiscal year during which that plan is effective. The Parking Administrator shall provide the Contractor written notice of such a permanent change in the annual staffing plan. The annual staffing plan, along with the Approved Operating Budget, shall be amended to reflect such permanent staffing changes and shall be attached to the Operating Agreement as revised exhibits. The Contractor shall comply with the annual staffing plan as amended.

Due to special events and other activities occurring at the various structures and lots, staffing needs at certain Parking Facilities may change on a temporary basis. The Parking Administrator shall have the right to make temporary adjustments in staffing needs at particular Parking Facilities, for any reason, at any time. The Parking Administrator adjustments to staffing levels may include specifying work shifts by day, hour of day and Parking Facility. The Contractor shall comply with the annual staffing plan as amended to accommodate temporary staffing needs.

### **Contractor's Staffing Requirements:**

Contractor shall use the Sample Staffing plan in **Appendix G-1** as a guide for the proposed staffing under this agreement. Contractor shall:

1. Employ and supervise the minimum number of personnel to manage, operate, and ensure customer service standards are met at all times in City parking facilities, and provide additional personnel to accommodate special events and peak periods. Provide adequate staffing to meet the level of usage during peak periods and special events. Control labor costs, dissuade excessive overtime hours, and budget adequately for staffing.
2. Employ a Project Manager and one or more Facility Managers to oversee the day-to-day operations of the parking lots and parking structures. Proposed candidates for these positions are subject to City review and approval. Supervisory responsibilities include, but are not limited to:

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- Supervising the shift supervisors and any clerical employees
- Maintaining a current employee schedule
- Performing personnel functions, such as hiring, training, terminations, and suspensions
- Reviewing and approving daily cash and ticket reports that are submitted to the City
- Investigating and processing all customer complaints and accident reports as required by the City
- Performing inspections of City parking facilities and parking operations
- Provide reports on operational activity as requested by Parking Administrator and/or City Parking Operations personnel.
- Ensuring that all other services are provided as required by the Agreement

The Project Manager or Facility Manager(s) shall be on-site during peak occupancy periods. Supervisory staff shall be available on-site twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

3. Assign to the City a Corporate Representative of higher rank than Manager, responsible for:

- Representing the Contractor at all times in day-to-day parking operations at City parking facilities
- Liaison between the Contractor and the City

The Corporate Representative (or an approved alternate) must be always available by telephone during all hours of City parking facilities operation (seven days a week, every day of the year). If the Contractor or City deems it necessary to replace the Manager or the Corporate Representative, the City shall have the right to approve or reject the individual selected as the replacement.

4. Provide supervisors. Supervisor responsibilities will include, but are not limited to:

- Supervising cashiers or attendants
- Supervising traffic controllers and any on-site clerical employees
- Closing out all cashiers at the end of their shifts, and reconciling cash against the cashier's shift report
- Issuing and documenting written and oral warnings to cashiers who fail to follow procedures
- Notifying the manager of any emergencies
- Keeping a daily log
- Filling out accident and customer complaint reports
- Noting any equipment failures and maintenance problems and reporting them to the Manager and/or Parking Operations Division
- Maintaining sufficient supplies, including tickets and receipts for cashiers to perform their duties
- Encouraging quality customer service skills by example
- Servicing parking access and revenue control equipment
- Maintaining parking areas as specified
- Directing traffic to unoccupied parking spaces during peak occupancy periods
- Placing traffic cones and barricades to facilitate traffic flow
- Assisting with planning for high traffic events and weekends to ensure proper staffing
- Monitoring of special events

5. Provide parking ambassadors /cashiers attendants whose responsibilities will include, but are not limited to:

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- Collecting parking charges from patrons
  - Performing outstanding parking citation checks on permit applications, if necessary
  - Maintaining the parking kiosks, PARCS, pay machines and booths in a clean and orderly manner
  - Responding courteously, appropriately, and professionally to patron requests, complaints, comments, and questions
  - Notifying the supervisor of any unresolved complaints, problems, or equipment failure
  - Filling out lost ticket forms for patrons who have misplaced their parking tickets
  - Obtaining patron's signature on promise-to-pay forms
  - Providing receipts as requested
6. Ensure that all Contractor personnel, staff, City-approved subcontractors, agents, or Corporate Representative (hereafter "Contractor personnel") assigned by the Contractor to perform services in the City parking facilities are at all times under the management and control of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline, or discharge Contractor personnel. If the City finds any Contractor personnel unsatisfactory, the City will provide written notice to the Contractor to remove or replace such Contractor personnel. The Contractor must transfer such Contractor personnel out of City parking facility operation within seven (7) calendar days of receipt of written notice from the City. Once such Contractor personnel have been transferred, they may not return to work at any City parking facility.

In the event of egregious unsatisfactory Contractor personnel conduct, including but not limited to: theft, including manipulation of records, equipment, or receipts; being under the influence of alcohol or illegal drugs while on duty; violence in the workplace including verbal, physical, sexual harassment, intimidation or abuse; vandalism or misuse of City property, including supplies, equipment, telecommunication devices, o City parking facilities; conducting personal business while on duty; or adverse customer service issues, the City will give Contractor written notice. The Contractor personnel involved shall be immediately transferred from the City parking facilities and parking operations. Contractor personnel found egregiously unsatisfactory may never return to work City parking facilities.

The City has the right, in its reasonable discretion, to require Contractor to remove unsatisfactory employee. However, in no event shall the City's demand for removal of employee from the City parking facilities be construed as a demand or suggestion by City that any such employee be discharged from Contractor's employment. Contractor shall comply with all labor and worker's compensation requirements. At Contractor's cost, Contractor shall perform motor vehicle license checks on each employee and refrain from allowing anyone with an unacceptable record from working or being present at any of City's parking facilities. At Contractor's cost, Contractor shall conduct background checks to determine if any prospective employee has any misdemeanors, felonies, or criminal convictions. Contractor shall not allow anyone who has had any such unacceptable convictions to work or be present at the City parking facilities.

7. Require all Contract personnel, including subcontractors, to comply with CAL-OSHA requirements and all other local, state and federal regulations. Ensure subcontractors obtain all pertinent and required permits to conduct work at City parking facilities. Provide a written list of proposed subcontractors to the City for approval. The City will supply written approval or disapproval of subcontractor(s) to Contractor. Subcontractors not approved by the City may not work at City parking facilities. The City recognizes that from time to time, the Contractor may desire to change subcontractors. Contractor must notify the City in writing of desired changes. The City will supply written approval or disapproval of changes to the approved subcontractor list.
8. Audit the performance of Contractor personnel, without personnel knowledge, at least twice each

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month. Include the following information in audits:

- Tracking and tracing tickets through the system to ensure that charges have been handled correctly and accurately
  - Proper cash handling procedures
  - Professional appearance and attitude
  - Maintenance of the City's high level of customer service standards
9. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, gender identity, marital status, national origin, ancestry, sexual orientation, military or veteran status, age, or condition of physical or mental disability, in accordance with state and federal laws.
10. Ensure Professional Conduct and Behavior of its staff as follows:
- A. While on or about the Parking Facilities or while acting in the course and scope of employment, all employees of the Contractor shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive or otherwise improper manner.
  - B. Staff members are trained as to the purpose of their positions and the importance of performing their jobs according to the City's operating instructions.
  - C. All employees are at all times polite and courteous in their dealings with customers, treating the public with care and respect.
  - E. All employees are to be attentive, alert and responsive to all Customers issues, needs, comments or complaints.
  - F. All employees speak clearly and in a professional manner while interacting with customers, offering the assistance needed by each Customer.
  - G. No employee acts so as to make a Customer feel threatened, insecure, or ignored while in the Parking Facilities.

### **Training**

Employee Training shall be included in Standard Operating Procedure and consist of, at a minimum, the following:

The Contractor shall provide in-service training programs for its employees who work at any of the Parking Facilities in their respective job duties. A copy of the written training procedures for all employee classifications shall be submitted for review and approval to the Parking Administrator, within thirty (30) days after award of this Operating Agreement. Thereafter, the Contractor shall make necessary revisions on an as-needed basis, but at least on an annual basis, submitted to and approved, in writing, by the Parking Administrator.

### General Training

- A. Contractor shall establish in-service training programs for its employees who work at any of the Parking Facilities in their respective job duties.



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- B. Contractor shall train all of its employees prior to being assigned for service in the Parking Facilities. The employee(s) shall complete this training within ten (10) days of their hire date. Manager shall notify the City of completion of training of each employee within twenty-four (24) hours of said completion.
- C. Contractor shall conduct employee training sessions quarterly. These sessions should include topics such as but not limited to customer service training, operating cash management systems, ethnic sensitivity training, dealing with persons with disabilities, safety, etc.

### Customer Service Training

Provide Customer Service Training as follows:

The Operations/General Manager shall also be responsible for ensuring that all employees who have public contact have appropriate customer service training.

For new employees, training in the Customer Service Training Program shall be a mandatory part of the orientation, and each employee must complete the training within the first 10 days of employment

All employees shall be required to complete a documented refresher course on a minimum annual as needed basis.

The Customer Service Training Program and curriculum shall address the following objectives:

1. Increasing Customer service skills, specifically increasing abilities in both verbal and non-verbal communication with Customers by providing standard greetings, ways to deal with conflict, and resources to consult when asked questions beyond their knowledge; and
2. Expanding knowledge of downtown events, businesses, and services available within a two-block radius of each Parking Facility.

### Revenue Control Equipment Training

The Contractor shall also train its employees on the proper use of all Revenue Control Systems. Such training shall include, but not be limited to, the following:

- A. Processing Transactions/Tickets (including pre-pay and post-pay transactions).
- B. Creation, processing, and reconciliation of validations
- C. Processing of Exception Tickets, including lost ticket, ISF, unreadable validation and unreadable tickets.
- D. Setting vehicle counts (including for reserve and non-reserve occupancy in parking facilities).
- E. Setting parking rates (including pre-pay and flat fee rates).
- F. Activating and deactivating parking access cards.

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- G. Installing tickets & receipt tape in equipment.
- H. Collection and reconciliation of revenue from equipment.
- I. Produce system reports (i.e. event/alarm reports, parking access card reports including active parking cards, pass back, active cards, paid and unpaid parking cards; cashier transaction reports as needed to review exception, prepay and other activity as needed; cashier shift, facility daily and month end reports as needed and validation activity report- revenue reduction report).
- J. Perform routine maintenance and minor repairs.

### **Transportation Allowance and Employee Parking**

Contractor may allow parking for staff in the city parking facilities subject to the approval of the City's Parking Administrator.

### **Reports and Records**

#### General

The Contractor shall:

1. Maintain complete and accurate records of sales, costs, expenses, receipts, occupancy and other such information required by the City. Report revenue from each City parking facility separately, and classify as permit sale type, transient parking fee, parking tax, or keycard purchase. Revenue must also be aggregated by facility group type, as well as in total.
2. Maintain adequate, sufficiently-detailed service and maintenance records to allow proper evaluation of services in a clearly identified, easily-located, and readily-accessible location. Include:
  - Schedules and logs of all maintenance, repair, and inspection activities conducted by Contractor personnel, including subcontractors
  - Complaint log detailing complaint and resolution
3. Maintain accounting records of all income and expenses related to the management and operation of the City parking facilities pursuant to the minimum requirements established in the Performance Standards and generally accepted accounting principles.
4. Provide monthly variance reports for revenues and expenses based on approved budgets.
5. Provide daily, monthly, quarterly, and annual revenue, expense reports as specified.
6. Provide monthly payroll report (e.g., ADP report) as well as a labor analysis report including staff names and the number of hours worked at each location if requested by the Parking Administrator.
7. Provide free access to representatives of the City, or its designees, at any time to all such books and records. Allow the City immediate access to examine and audit same, and to make transcripts or copies thereof, as deemed necessary by the City or its designees, and to allow inspection of all work, data, documents, proceedings, and activities related to the

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Agreement with the City. The City has the right at any time, with no prior notice, to examine copy, seize, or remove any records.

8. Keep such records, together with supporting documents, separate from other documents and records.
9. Submit operational performance reports required by the City on the approved schedule (e.g. occupancy, revenue, lost tickets, expenses, complaints, response times, etc). The City will approve the schedule of reports required by the Contractor at the start of the contract.
10. Submit required operations budget for the following fiscal year by November 1 of each year. The fiscal year budget is for the period starting October 1 and ending the following September 30. The budget shall contain all staffing costs, operational costs, amortized equipment and furniture costs, and management fees.
11. Provide the City with a monthly report on the purchase and disposition of all monthly permits sold. The report shall include a listing of monthly keycard/passes sold, revenues collected, refunds made, and a reconciliation of cards or passes activated and deactivated.
12. Maintain all necessary records, receipts, tickets, reports, etc. on-site or in a City- approved storage facility until a third-party auditor audits them. Records should be accessible and available for inspection by City Staff at any time. All documents and records identified above and any other information that demonstrates performance under this Agreement, for a minimum period of three (3) years after termination or expiration of the Agreement with the City, or for any longer period required by law, must be maintained by the Contractor.
13. Conduct daily audit of cashier and fee computer/revenue control equipment for each parking facility

### Daily Reports

Provide Daily Master Report reconciling daily cash and credit card deposits to revenue report. Daily Master Reports shall include related back-up documentation for review by City accounting staff.

### Monthly Reports

1. No later than the 15th day of the month the Contractor shall file with the Parking Administrator a written report of parking operations at the Parking Facilities for the preceding month. As of the commencement date of the Agreement, a third party vendor administers the monthly parking program. Accordingly, City will look to the third party vendor (iParq) to provide reporting and revenues associated with monthly parkers. Once Manager takes over administration of the monthly parking program, Manager agrees that no later than the 15th day of the month the Manager shall file with the City a written report of parking operations at the Parking Facilities for the preceding month. Each report should contain the following information:
  - a) A detailed accounting of all parking fees, charges and monies collected at each of the Parking Facilities, and of all parking fees, including late payment envelopes issued versus payments received and envelopes still outstanding charges and monies deposited into the City's account.
  - b) The amount of any parking fees undercharged, lost, not collected, not deposited or not turned in by the cashier shall be paid by the Contractor to the City, unless the Contractor

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can justify the discrepancy, in writing, as the fault of the City to the satisfaction of the Parking Administrator within thirty (30) days of the discrepancy. The values of parking fees for each unaccounted-for motor vehicle are to be calculated as the maximum daily rate in effect for the Parking Facility at which the discrepancy occurred.

- c) All amounts overcharged by the Contractor and all amounts received by the Contractor in excess of those reported shall be paid to the City by the Contractor regardless of the amount or the reason for the overcharge.
- d) All amounts of monies owed to the City by the Contractor according to this subsection shall be deducted from the monthly payment to the Contractor.
- e) A reconciliation of the number of revenue transactions conducted, the number of motor vehicles that have entered and exited the Parking Facilities, and the number of tickets issued, separated by Facilities. The Contractor shall pay to the City the parking rate applicable to each unaccounted-for parking ticket or vehicle to be calculated as the maximum daily rate in effect for the Parking Facility unless the Contractor can explain the discrepancy, in writing, to the satisfaction of the Parking Administrator. The number and type of validations sold and to what company/organization sold.
- f) A detailed report of all uncollected/insufficient fund transactions (IOU), including the individual user name and/or company or business name, address, vehicle license plate number(s) and phone number(s).
- g) Occupancy data per Parking Facility during hours of operation or on an as needed basis (24/7).
- h) A report of all monthly permits activated or deactivated by card number, customer name and facility. Including cards issued via contracted on-line systems.
- i) Detailed documentation of all activities listed on the Daily Inspection Report, corrective action(s) taken on noted discrepancies.
- j) A written report of the physical status/condition of the Parking Facilities, including summaries of any damage and any unusual or significant maintenance activities that occurred during the month or that are anticipated to occur within the upcoming months.
- k) A written report of each and every malfunction of the Revenue Control System. Such documentation shall include, but not be limited to, identifying the specific component of the Revenue Control System that malfunctioned, the nature of the malfunction, the time of the malfunction, any maintenance or repair procedures that were performed on the Revenue Control System, the individual who performed the repairs or maintenance, and any other reasonably related information that may be required by the Parking Administrator.
- l) A reconciliation of accounts receivable for monthly permits (aging report – 90 days), including but not limited to, key card number, individual user name and/or company or business name, address, vehicle license plate number(s) and phone number(s).
- m) A reconciliation of monthly permits in which payment has not been received, included but not limited to, key card number, individual user name and/or Service Contract company

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or business name, address, and phone numbers, and by whom and the date the monthly permit was deactivated. Including permits issued via contracted on-line system. The waiting list for monthly parking by Parking Facility, number of spaces requested, the customer name, address and phone number, including business name, address and phone number(s).

- n) A reconciliation of the daily deposits to the monthly bank statement.
- o) A detailed report, including supporting documentation, of all revenues collected and expenses paid.
- p) Any other financial or operating information that may be reasonably required from time to time by the Parking Administrator.
- q) A comparison of the current month and year-to-date actual expenses to the relevant budgeted expenses, calculations of monthly and year-to-date variances from the approved budget, appropriate descriptions of any significant monthly or year-to-date variances, and a revised, annualized projection of monies to be collected and expenses to be paid for the balance of the calendar year.

### Quarterly Reports

Results of the Customer Service Survey for each Parking Facility as outlined below.

- a) Written report describing the Internal Audits conducted by Contractor during the quarter.

### Semi-Annual Analysis Reports

At the midpoint of the fiscal year the Contractor shall perform detailed analyses on the current financial status of each budget line item contained in the Approved Operating Budget, including a review of projected revenues and expenses against actual revenues and expenses. The analysis shall be due to the Parking Administrator fifteen (15) days after the end of the second quarter (which ends March 31th.) The Parking Administrator may revise the Approved Operating Budget based upon the results of this analysis.

The following should also be contained in the semi-annual report:

1. An inventory of all property and equipment used in connection with the Parking Facilities shall be conducted and reported semi-annually to the Parking Administrator.
2. A final inventory shall be submitted to the City no later than thirty (30) days prior to the expiration or earlier termination of this Operating Agreement.

### **Audit**

The following are the type of audits that are required:

#### Internal Audits

A. Contractor shall develop and recommend an audit program for approval by the Parking Administrator for all Parking Facilities. The audit program should be designed to cover all operational and fiscal elements of the parking operations both at the facilities and in the Parking Office. The fiscal audits should include verification of the level of visitor, monthly and validated revenues collected and reported from each facility. Contractor shall provide the City with a copy of the results of all audits, outlining

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any deficiencies noted, along with recommendations on how each deficiency should be remedied. Before implementing any of the proposed remedies, the Contractor shall obtain the written approval of the Parking Administrator.

### External Audits

- A. Contractor shall obtain the services of an independent firm that specializes in the auditing of parking facilities, approved by the Parking Administrator, to perform an operational and fiscal audit of all Parking Facilities on an annual basis. Before initiating the annual audit, the audit program including the specific auditor, its cost and the scope of the audit must be approved, in writing, by the Parking Administrator. The audit should be conducted on behalf of, and for the exclusive benefit of, the City.
- B. Contractor shall provide the City with a copy of the results of the annual audit, outlining any deficiencies noted, along with recommendations on how each deficiency should be remedied. Before implementing any of the proposed remedies, the Contractor shall obtain the written approval of the Parking Administrator.

### Self-Audits

Unscheduled self-audits of financial records or other business documents kept as a result of a contract with the City, will be conducted when requested by the City, at the expense of the company. Results of such an audit will be submitted to the City within a 30-day period after the request for audit by the City. If an audit is required involving City employed, or contracted auditors, all financial records or other business documents kept as a result of a contract with the City will be provided complete and within timely manner at no additional expense to the City other than reasonable copy fees if incurred. The cost for such an audit may be incurred by both the City and/or the company as mutually agreed; however, should the audit result in monies owed to the City by the Contractor, all costs of such an audit will be paid by the Contractor.

### **Performance Measurements**

The Contractor shall allow the City to establish and publish an annual performance measurement report based on the requirements of this RFP and the terms of the agreement. The factors to be measured will be established prior to the implementation of such measurements and presented to the Contractor for input.

### **Records Retention and Inspection**

The Contractor shall maintain all required records, receipts tickets, reports, etc. on-site until the third-party audit is completed. Records shall be accessible and available to City Staff at any time. All reports must be maintained for the contract period and made available to the City at the end of the contract period. After the third-party audit is completed the records may be kept off-site with written permission by the City. Electronic format is acceptable.

### **EQUIPMENT AND FACILITIES**

The Contractor shall:

1. Furnish all supplies and materials to properly perform the services specified, except that equipment provided by the City at the time of contract execution.
2. Be allowed, if desired, the use of buildings and equipment found in the Contractor offices. Such buildings and equipment shall be returned to the City upon the termination or expiration of the

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Agreement and shall be in its original operable condition less normal wear and tear. An inventory of the buildings and equipment is provided upon request.

3. Submit detailed written requests to the City for reimbursement of improvements or supplements to existing City equipment and buildings prior to procurement or installation. If approved, the City will reimburse costs. All such improvements or supplements become the property of the City immediately upon payment. In addition, upon expiration or termination of the Agreement, the City shall have the right to retain any equipment for which the Contractor paid, but was not reimbursed under the Agreement, upon payment by the City. Thirty (30) days minimum prior to the Agreement expiration, Contractor must submit written request and original proof of purchase and installation costs to the City. The amount the City will pay is the original costs minus depreciation figured from the date of purchase. On the date of payment by the City, the improvements become the property of the City. Should the City decline to retain such equipment or improvements, the Contractor shall, at the Contractor's own cost and expense, remove all such equipment and improvements within ten (10) days after the date of termination or expiration of this Agreement.
4. Obtain written approval of the City (and any other required approval from local, state or federal agencies, including but not limited to, the California Coastal Commission) prior to any modification of City parking facility layout, structure, or traffic routing. If modifications are made without prior City approval, immediately restore modifications to original conditions, at Contractor's expense. Contractor's failure to restore to City's satisfaction, the original condition shall result the City reconstructing the modifications at the Contractor's expense.
5. Provide communications equipment to employees to enable managers, assistant managers, supervisors, and cashiers to communicate with each other at all times. Costs of communication devices and telecommunication services used for business purposes, including office telephone and fax landlines located in offices and cashier booths, cell phones, pagers, and radios must be included in the cost proposal. The Contractor is financially responsible for costs incurred by personal use of calls made from business communication devices by Contractor personnel, including subcontractors.
6. Provide vehicle(s) for business-related use in the operation of City parking facilities. The cost associated with the vehicle(s) is a reimbursable expense by the City.
7. During the operation of City parking facilities, not interfere in any way with the public's general or specific use of the beaches or pier, nor interfere with use of, nor block access to or by emergency services, lifeguard, police, or fire vehicles at any City parking facility. City parking facility entrances and exits shall be operated to prevent any obstacles that block public roadways or cause traffic disruptions.
8. Reimburse the City at Contractor expense for any equipment that is damaged by Contractor personnel, including subcontractors, through negligence, theft, misuse, or vandalism.

### Signage

The Contractor shall:

1. Ensure that adequate signage is posted for all facilities. Contractor is responsible for routinely inspecting all facilities and providing allowances in the budgets proposed for installation of required signs.
2. Post signs at each parking lot, stating parking fee per vehicle. The size, color, and format of signs used on City parking lots and structures shall be approved by the City prior to installation and

## SCOPE OF WORK PW17-033

shall be designed using the City's graphic identity unless otherwise requested. Signs shall be kept in clear view of vehicles entering the facilities, clear of debris, and free of graffiti. If signs are vandalized, broken, or stolen, the Contractor shall notify the City in writing within twenty-four (24) hours of event. Contractor may be requested to submit a graffiti report to the City. Contractor shall report any graffiti containing profanity or hate to Parking Administrator and Police Department within 4-hours of finding such markings.

3. Allow the City to post any signs it wishes in and around the City parking facilities and Contractor offices.
4. Ensure that adequate signage and traffic control is provided in each lot and structure to facilitate safe and orderly flow of traffic and pedestrians.
5. Post signs to inform patrons of any temporary closure of stairs or elevators due to inoperable or impassable conditions, repair, maintenance, or for any other reason. Such signage shall refer patrons to the nearest alternate facilities that are open, including alternatives available to disabled persons, and list the Contractor landline telephone number. Notify Parking Administrator of any pathway or stair closures or detours prior to posting of notices in facility.
6. Have the right to install and display signs bearing its name and logo in or about the parking facility subject to approval of the City. City approval shall not be unreasonably withheld.

### **MISCELLANEOUS**

#### **Quarterly Suggestions for Improvements**

The Contractor shall prepare written suggestions on Parking Facility operations to improve customer service, reduce costs and enhance revenues. The suggestions shall be forwarded to the Parking Administrator on a quarterly basis or as otherwise agreed upon.

The Parking Administrator shall be responsible for reviewing the suggestions and as necessary, implementing the appropriate suggestion(s).

Suggestions must be substantive and thoughtful, with ideas sufficiently specified that they may be implemented. An example might be a suggestion for obtaining additional Customers by marketing to a specific group that could use a Parking Facility during periods with lower occupancy.

#### **Monitoring of Parking Facilities**

During all hours of operation, Contractor shall regularly tour the Parking Facilities to help prevent, deter, or minimize vandalism, damage to, loss or theft of, vehicles and the contents thereof parked in the Parking Facilities and shall promptly report any suspicious or illegal activity or the presence of unauthorized persons to the Long Beach Police Department and/or Parking Administrator or a private security agency as appropriate. A mutually agreed upon schedule of patrols shall be implemented and included in the Parking Facility Operating Procedures.

During operating hours, Contractor shall monitor the fire alarm system and intercom system that is integrated in the revenue control equipment located in the Parking Facilities (if applicable), and shall promptly respond to calls for assistance received from Customers.

Contractor shall immediately notify as appropriate the Parking Administrator via telephone and by written report of every reported or known incident involving accidental injury or criminal activity, and shall keep a



## SCOPE OF WORK PW17-033

record of such incidents.

Contractor shall note any life safety or hazardous conditions that might appear to warrant action and report these conditions immediately to the Parking Administrator.

### **Security Services Contract**

The Contractor shall enter into an agreement for Security Services with a security company which provides the services outlined in **Appendix F**. Please fill-in the rates in **Attachment J** which will be charged to Contractor by Subcontractor. The City may, at any time, ask the Contractor to cancel agreement for security services with a 30-day written request/notification.

### **Parking Way Finding Signs**

Contractor shall be responsible to maintain and replace all City-owned Parking Way Finding Signs that are located throughout the parking facilities. The Parking Administrator shall approve all signs and locations, as necessary.

### **Valet/Attendant Assisted Parking Services**

The City may, during the term of the Agreement, request the Contractor to provide valet parking services. In the event that the City desires to request the Contractor to provide valet parking services, it shall send a written notice of intent to the Contractor. In the event that the Contractor elects not to provide valet parking services, or if City and Contractor do not reach an agreement regarding the adjustments to the Operations Fee or required amount of insurance, the City shall have the right to select another vendor to provide these services. The Contractor shall agree to fully cooperate with the selected vendor.

## ***SERVICES PROVIDED BY CITY***

### **Utilities and Office Space**

The City shall supply gas, water, electricity and sewer services to the Parking Facilities. Manager shall obtain telephone service and submit documentation for these items in order to be reimbursed on a monthly basis for these items by the City. The City shall provide office space that is furnished with existing City-owned equipment and furniture for use by the Manager.

The City shall provide necessary utilities to the Parking Facilities. The City shall, at no cost, provide a limited amount of office space for use by the Contractor. The Contractor shall be responsible for furnishing the office space with any necessary furniture, office equipment and computers for its use. Telephone/Internet expenses related to the operations of this office space are the responsibility of the Contractor. Additional storage areas may be provided at no cost to the Contractor.

### **Equipment Inventory**

Contractor shall surrender to City all equipment located at the Parking Facilities, as shown on a certified inventory list of all City-owned property upon termination of this Agreement. Such property and equipment shall be returned in the same order and condition as when installed, except for reasonable wear and tear and damage beyond the reasonable control of Contractor, such as from casualty or fire. Contractor shall not dispose of any City property without the written consent of the Parking Administrator. An inventory and evaluation shall be taken upon termination to determine the status of all equipment hereunder. Discrepancies, except as noted in this section, shall be corrected at Contractor's sole expense, said replacements to be of comparable quality

## SCOPE OF WORK PW17-033

with items in the original inventory. Contractor shall assist City by maintaining an updated list of all equipment located in each Parking Facility. A list of existing equipment can be found on **Appendix E-1**.

### **Non-Routine Maintenance**

"Non-routine maintenance" shall mean all maintenance and repair work that is not defined as routine maintenance and minor repair work, and generally includes structural repairs, repair of electrical, heating, cooling, plumbing, fire alarm/sprinkler, lighting, elevator, and paving/concrete deck repair. Contractor shall notify the City of all non-routine maintenance and repair work of which Contractor has, or should have, actual knowledge that is required to keep the Parking Facilities in good and safe operating condition. The expense of non-routine maintenance shall be paid for by the Contractor and reimbursed by the City. The City shall be responsible for the performance and cost of non-routine maintenance items. The Contractor shall provide quote for required work and will not proceed until obtaining approval from Parking Administrator. Approval shall be submitted as back-up/verification with invoicing in order to be reimbursed by the City.

**APPENDIX A-1 (FACILITIES INFORMATION MATRIX)**

#	Type (Lot/Structure)	Facility Name	Address	Total Spaces	Hours of Operation	Parking Equipment Type	Transient Parking Rates			Monthly Parking		Annual Beach Parking	
							Transient Rates	Validation (y/n)?	Monthly Parking (y/n)?	Monthly Rate	Monthly (y/n)?	Night (y/n)?	Day (y/n)?
1	Structure	Queensway Bay/AOP Parking Structure	99 Aquarium Way	1434	Varies	skidata	\$5.50 per hour; \$15 daily max	Y	Y	call office	N/A	N/A	
2	Structure	Civic Center	332 W. Broadway	699	Automated 24/7	amano	\$5.25 per hour; \$10 daily max		Y	60	N/A	N/A	
3	Structure	Lincoln Garage	333 W. Ocean	249	Closed to Public	none	no transient parking/employee parking		N	N/A	N/A	N/A	
4	Structure	Arden Garage	100 W. Broadway	625	5:30 pm - 8 am M-T; Fri 5:30 pm to Sun 8 am, all non-working holidays	Skidata (future installation)	\$3 or \$6 "pre-cash"; \$6 daily max		Y	90	N/A	N/A	
5	Structure	City Place A	50 E. 6th St.	946	Automated 24/7	amano	2 hrs free; \$2 from 2hrs - 2hr20min \$0.75 each 20min thereafter; \$4 from 3hr-3hr20min, \$1 each 20 min		Y	55	N/A	N/A	
6	Structure	City Place B	50 E. 5th St.	864	Automated 24/7	amano	2 hrs free; \$2 from 2hrs - 2hr20min, \$0.75 each 20min thereafter; \$4 from 3hr-3hr20min, \$1 each 20 min thereafter; \$12 daily max		Y	55	N/A	N/A	

APPENDIX A-1 (FACILITIES INFORMATION MATRIX) Continued

#	Type (Lot/Structure)	Facility Name	Address	Total Spaces	Hours of Operation	Parking Equipment Type	Transient Parking Rates			Monthly Parking		Annual Beach Parking	
							Transient Rates	Validation (y/n)?	Monthly Parking (y/n)?	Monthly Rate	Night (y/n)?	Day (y/n)?	
7	Structure	City Place C	50 E. 3rd St.	598	Automated 24/7	amano	2 hrs free; \$2 from 2hrs - 2hr20min, \$0.75 each 20min thereafter; \$4 from 3hr-3hr20min, \$1 each 20 min thereafter; \$12 daily		Y	55	N/A	N/A	
8	Lot	Pier Point Landings	200 Aquarium Way	146	8a-midnight	T2-Digital	\$2 per hour; 2 hours max		N	N/A	N	N/A	
9	Lot	Marina Green	386 E. Shoreline Drive	388	8a-midnight	T2-Digital	\$2 per hour; 2 hours max		N	N/A	N	Y	
10	Lot	City East	335 E. Broadway	164	Pay Station 24/7	T2-Digital	\$5 daily flat rate		Y	45	N/A	N/A	
11	Lot	City Place B	50 E. 5th Street	54							N/A	N/A	
12	Lot	Belmont Pier	0 Belmont Pier	273	8a-midnight	T2-Digital	\$2 per hour; 5 hours max		N	N/A	Y	N	
13	Lot	M-1	125 Long Beach	57	n/a	none	monthly parking only		Y	45	N/A	N/A	
14	Lot	Pacific @ 7th	140 W. 7th Street	32	n/a	none	\$5 daily flat rate		N	N/A	N/A	N/A	
15	Lot	Pacific @ 3rd and 4th	125 W. 3rd St.	137	n/a	none	city vehicle storage		N	N/A	N/A	N/A	
16	Lot	Long Beach Blvd. & Broadway	145 Long Beach Blvd.	68	n/a	none	\$5 daily flat rate; \$45 monthly rate, non reserved		Y	45	N/A	N/A	
17	Lot	Market	Long Beach Blvd/Market	16	n/a	none	\$5 daily flat rate		N	N/A	N/A	N/A	
18	Lot	Marine Park	5839 Appian Way	158	8a-8p	T2-Digital	\$1 an hour		N	N/A	N	Y	
19	Lot	Granada Lot	5100 E. Ocean Blvd	400	8a-midnight	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	N	Y	
20	Lot	Linden	Linden Ave/South St	32		none			N	N/A	N/A	N/A	
21	Lot	LaVerne Lot	5200 E Ocean Blvd	128	8a-8p	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	Y	N	
22	Lot	54th &	5400 E Ocean Blvd	146	8a-8p	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	N	Y	
23	Lot	Junipero	2100 E. Ocean Blvd	350	8a-8p	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	Y	N	
24	Lot	Alamitos Beach	802 E. Ocean Blvd	143	8a-8p	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	Y	N	
25	Lot	Promenade Lot	233 The Promenade	118	Pay Station 24/7	T2-Digital	\$5 daily flat rate		Y	call office	N/A	N/A	

\*Abridged - Not intended for readability

**APPENDIX A-1 (FACILITIES INFORMATION MATRIX)**

#	Type (Lot/Structure)	Facility Name	Address	Total Spaces	Hours of Operation	Parking Equipment Type	Transient Parking Rates			Monthly Parking		Annual Beach Parking	
							Transient Rates	Validat-ion (y/n)?	Monthly Parking (y/n)?	Monthly Rate	Night (y/n)?	Day (y/n)?	
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2	Structure	Civic Center	332 W. Broadway	699	Automated 24/7	amano	\$5.25 per hour; \$10 daily max		Y	60	N/A	N/A	
3	Structure	Lincoln Garage	333 W. Ocean	249	Closed to Public	none	no transient parking/employee parking		N	N/A	N/A	N/A	
4	Structure	Arden Garage	100 W. Broadway	625	5:30 pm - 8 am M-T; Fri 5:30 pm to Sun 8 am, all non-working holidays	skidata (future installation)	\$3 or \$6 "pre-casit"; \$6 daily max		Y	90	N/A	N/A	
5	Structure	City Place A	50 E. 6th St.	946	Automated 24/7	amano	2 hrs free; \$2 from 2hrs - 2hr20min \$0.75 each 20min thereafter; \$4 from 3hr- 3hr20min, \$1 each 20 min thereafter; \$12 daily max		Y	55	N/A	N/A	
6	Structure	City Place B	50 E. 5th St.	864	Automated 24/7	amano	2 hrs free; \$2 from 2hrs - 2hr20min, \$0.75 each 20min thereafter; \$4 from 3hr- 3hr20min, \$1 each 20 min thereafter; \$12 daily max		Y	55	N/A	N/A	
7	Structure	City Place C	50 E. 3rd St.	598	Automated 24/7	amano	2 hrs free; \$2 from 2hrs - 2hr20min, \$0.75 each 20min thereafter; \$4 from 3hr- 3hr20min, \$1 each 20 min thereafter; \$12 daily max		Y	55	N/A	N/A	
8	Lot	Pier Point Landing	200 Aquarium Way	146	8a-midnight	T2-Digital	\$2 per hour; 2 hours max		N	N/A	N	N/A	
9	Lot	Marina Green	386 E. Shoreline Drive	388	8a-midnight	T2-Digital	\$2 per hour; 2 hours max		N	N/A	N	Y	

**APPENDIX A-1 (FACILITIES INFORMATION MATRIX) Continued**

#	Type (Lot/Structure)	Facility Name	Address	Total Spaces	Hours of Operation	Parking Equipment Type	Transient Parking Rates		Monthly Parking		Annual Beach Parking	
							Transient Rates	Validation (y/n)?	Monthly Parking (y/n)?	Monthly Rate	Night (y/n)?	Day (y/n)?
10	Lot	City East	335 E. Broadway	164	Pay Station 24/7	T2-Digital	\$5 daily flat rate		Y	45	N/A	N/A
11	Lot	City Place B	50 E. 5th Street	54							N/A	N/A
12	Lot	Belmont Pier	0 Belmont Pier	273	8a-midnight	T2-Digital	\$2 per hour, 5 hours max		N	N/A	Y	N
13	Lot	M-1	125 Long Beach	57	n/a	none	monthly parking only		Y	45	N/A	N/A
14	Lot	Pacific @ 7th	140 W. 7th Street	32	n/a	none	\$5 daily flat rate		N	N/A	N/A	N/A
15	Lot	Pacific @ 3rd and 4th	125 W. 3rd St.	137	n/a	none	city vehicle storage		N	N/A	N/A	N/A
16	Lot	Long Beach Blvd. & Broadway	145 Long Beach Blvd.	68	n/a	none	\$5 daily flat rate; \$45 monthly rate, non reserved		Y	45	N/A	N/A
17	Lot	Market	Long Beach Blvd/Market	16	n/a	none	\$5 daily flat rate		N	N/A	N/A	N/A
18	Lot	Marine Park (Mother's Beach)	5839 Appian Way	158	8a-8p	T2-Digital	\$1 an hour		N	N/A	N	Y
19	Lot	Granada Lot	5100 E. Ocean Blvd	400	8a-midnight	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	N	Y
20	Lot	Linden	Linden Ave/South St	32		none			N	N/A	N/A	N/A
21	Lot	LaVerne Lot	5200 E Ocean Blvd.	128	8a-8p	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	Y	N
22	Lot	54th & Claremont	5400 E Ocean Blvd.	146	8a-8p	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	N	Y
23	Lot	Jumpero	2100 E. Ocean Blvd.	350	8a-8p	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	Y	N
24	Lot	Alarmitos Beach	802 E. Ocean Blvd.	143	8a-8p	TBD	\$1 an hour; \$0.25 every 15 minutes		N	N/A	Y	N
25	Lot	Promenade Lot	233 The Promenade	118	Pay Station 24/7	T2-Digital	\$5 daily flat rate		Y	call office	N/A	N/A

\*Abridged - Font enlarged for readability

**Appendix A-1b**

**List of Beach Lots with Annual Parking Permit Option**

Appendix A-1b							
List of Beach Lots with Annual Parking Permit Option							
<b>Annual Beach Daytime Passes Available:</b>							
o Belmont Pier - 0 Belmont Pier							
o Alamitos Beach - 802 E Ocean							
o Junipero Beach - 2100 E Ocean							
o La Verne - 5200 E Ocean							
o 54th PI - 5374 E Ocean							
o Pier Point Landing - 340 S Pine • Marina Greens - 333 W Ocean							
o Granada Beach - 5100 E Ocean							
o Marina Mole Rd - 401 Shoreline Village Dr							
o Bayshore Park - 5415 E Ocean							
o 72nd PI - 72nd PI & Ocean							
o Colorado Lagoon Marina - 5119 E. Colorado							
o **Potential: Marina Green							
<b>Annual Beach Daytime Passes Available:</b>							
o Belmont Pier - 0 Belmont Pier							
o Alamitos Beach - 802 E Ocean							
o Junipero Beach - 2100 E Ocean							
o La Verne - 5200 E Ocean							
o 54th PI - 5374 E Ocean							
o **Potential: Marina Green							



## Community Parking Program

In order to provide residents with additional off-street parking, Vice Mayor Lowenthal and the City of Long Beach established a Community Parking Program to assist businesses and churches in setting up parking programs that meet their needs. Lot owners will determine the rules and fees for parking. The City will assist in sharing ideas on how to manage lots, publicizing their availability and making the lot owners' generosity known to the community.

Here are some Frequently Asked Questions about this program:

***How much can I charge for parking?*** The rate you charge for parking is at your discretion. We can let you know what similar lots in your area charge.

***How should I pick who can park in the lot?*** Who parks in your lot is your decision. You could choose neighbors, members of your congregation or customers. You could also use a lottery system. Whatever best suits your needs. Any car off the street opens up a spot for someone else in the community to park.

***How can I protect myself against liability if someone gets hurt on my property?*** Anyone parking on your lot could be required to sign an agreement including a release of liability to participate. We have examples from other lot owners.

***What can I do if people don't move their cars by the time I need to use the lot?*** Your parking agreement should clearly communicate your hours and consequences of noncompliance. You may consider contacting the offending parker or leave a notice of noncompliance on their vehicle as a warning. If necessary, you could enlist private towing companies to remove vehicles at the vehicle owners' expense.

***I need to use part of the lot. How could that work?*** You decide when, where and how many spaces you wish to make available. You may wish to stagger the number of spaces available in to the evening. Parking spaces can then be identified using signage, striping or numbers to designate any part of your lot that you wish to open to parking.

***I have some after-hours events, for which I want the lot to be open for participants. How can I make sure nobody is using the lot for parking during that time?*** You determine the hours of overnight parking in your lot. If your events are relatively infrequent, simply include in the contract a provision to close the lot on designated nights; with 30-day notice provided to parkers of the date parking will be unavailable.



***How do I tell if other residents start using the lot?*** You may sell parking permits or stickers to identify cars participating in your parking program. Because these permits are registered, they can be crosschecked with license plates to make sure that those who paid are the ones parking in the lot.

***What is the best way to collect fees from those I allow to park in the lot?*** If you prefer not to collect fees yourself, there are private on-line parking management systems allowing you to collect payments in a variety of forms. There is a fee for the service.

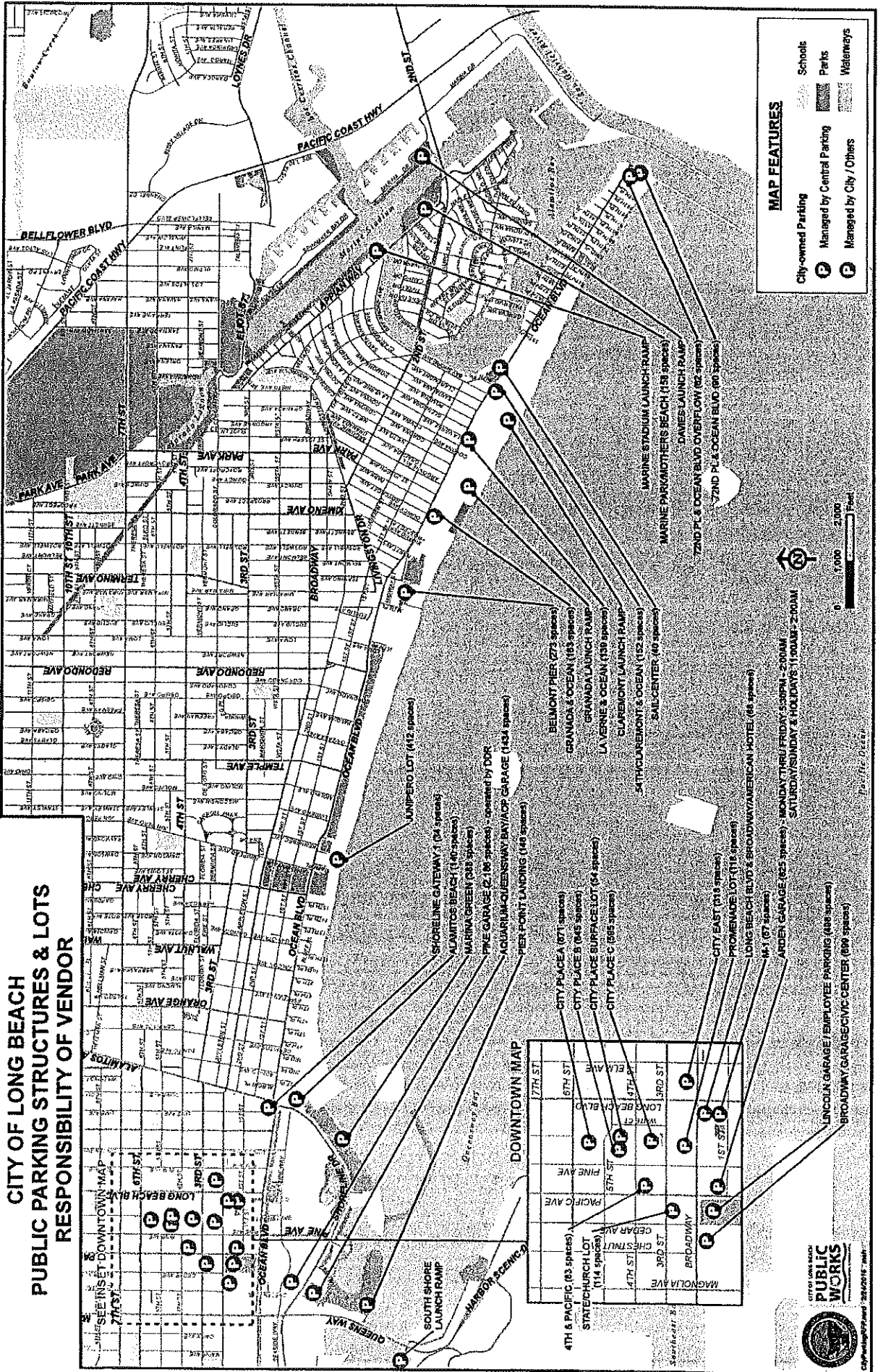
***What if I decide later that I don't want anyone using my lot anymore?*** Include language in your parking agreement that allows either party to cancel within 30 days notice.

***What is the City's goal for the program?*** Make more parking available. Many spaces around the City are only used for part of the day. A parking space left empty for even part of day is a wasted opportunity. The goal is to move vehicles from the street to those unused spaces around the community. Every car that moves from the street opens up a parking space while improving traffic and pedestrian safety by reducing the number of vehicles endlessly circling the block

***Additional Contact Information:***

***Community Parking Program Info: Broc Coward (562) 570-6684 or [broc.coward@longbeach.gov](mailto:broc.coward@longbeach.gov).***

# CITY OF LONG BEACH PUBLIC PARKING STRUCTURES & LOTS RESPONSIBILITY OF VENDOR



## Appendix B-1 Electric Vehicle Charging Stations

<b>PARKING LOT</b>	<b>ADDRESS</b>	<b>CURRENT EV SPACES</b>
Admiral Kidd Park	2125 Santa Fe Avenue	2
City Hall – Broadway Structure	322 Broadway	5
City Place – Lot A	50 Sixth Street	6
Long Beach Airport	4100 Donald Douglas Drive	6
Long Beach Aquarium	99 Aquarium Way	2
Long Beach Convention Center	300 E. Ocean Boulevard	5
Long Beach Museum of Art	2300 E. Ocean Boulevard	4
The Pike (Rainbow Bridge)	65 S. Cedar Avenue	6
The Queen Mary	1126 Queens Highway	7
Shoreline Drive	51 Shoreline Drive	6
Surface Lot	5400 Long Beach Boulevard	4

Additionally, the City will seek EVSEs at three (3) additional locations, located at the following beach parking lot locations:

<b>PARKING LOT</b>	<b>ADDRESS</b>	<b>PROPOSED EV SPACES</b>
Marina Green	386 – 450 E. Shoreline Drive	4
Alamitos	780 E. Shoreline Drive	2
Junipero	2100 E. Shoreline Drive	4

**AGREEMENT**

**between**

**SP PLUS CORPORATION d/b/a CENTRAL PARKING**

**and**

**UFCW UNION LOCAL 324**

**JANUARY 1, 2014 – DECEMBER 31, 2016**

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**SP PLUS CORPORATION d/b/a CENTRAL PARKING**

**AGREEMENT**

This Agreement is entered into and effective this first (1<sup>st</sup>) day of January 2014 between SP Plus Corporation d/b/a Central Parking, (hereinafter referred to as the "Employer") and the United Food and Commercial Workers Union Local No. 324, United Food and Commercial Workers International Union (hereinafter referred to as the "Union").

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all cashiers, including lead cashiers, maintenance employees, valets and drivers employed by the Employer at its facilities and/or operations located at Queensway Bay: 333 West Ocean Boulevard, Long Beach, CA; Civic Center Garage Lots 1 through 5: 332 West Broadway, Long Beach, CA; Ocean Gate: 100 Ocean Boulevard, Long Beach, CA; Belmont Shores: 4000 East Olympic Plaza, Long Beach, CA, and The Pike: 65 South Cedar, Long Beach, CA and all other facilities and/or operations operated for the City of Long Beach. This recognition will exclude all other employees, office clerical employees, professional employees, guards and supervisors as defined under the National Labor Relations Act, that are employed at the above-referenced facilities and/or operations.

**ARTICLE 2 - UNION SECURITY**

- A. All bargaining unit employees shall, as a condition of employment, become members of the Union on the first (1<sup>st</sup>) day of the month following thirty (30) calendar days from the date of their employment by the Employer. Such bargaining unit employees shall remain members of the Union in good standing during the period of such employment.
- B. The Employer agrees that it will notify the Union, in writing, within fourteen (14) days from the date of its first employment of a newly hired bargaining unit employee subject to this Agreement setting forth his hire date, classification, work location, social security number, name and address.
- C. The Employer agrees to notify the Union, in writing, within fourteen (14) days of the date of termination of any employee subject to this Agreement, provided said employee has been employed in excess of one hundred twenty (120) days.
- D. During the first (1<sup>st</sup>) one hundred twenty calendar days (120) of any bargaining unit employee's employment, he/she shall be on probation and may be discharged without cause, and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.
- E. Upon failure of any bargaining unit employee to render his initiation fee or dues to the Union within the period and under the conditions specified in Section A of this Article, the Union shall notify the Employer, in writing, of such failure and the Employer shall, upon receipt of such notice and not more than seven (7) days thereafter, discharge such employee.

**ARTICLE 3 - CHECKOFF**

- A. It is agreed that properly requested and lawfully permitted union dues and initiation fees shall be deducted by the Employer each pay period from the wages of each bargaining unit employee covered hereby who files with the Employer a written authorization, the form of which shall be

previously reviewed and approved by the Employer, requesting such deduction be made. Upon voluntary agreement, member employees may elect payroll deductions for political checkoff.

B. Remittance of the aggregate amount of all dues and initiation fees deducted from the wages of bargaining unit employees covered hereunder shall be made to the Union by the Employer monthly.

#### ARTICLE 4 – ACCESS TO BARGAINING UNIT EMPLOYEES

Authorized Union Representatives shall be granted access to bargaining unit employees covered under this Agreement at their place of employment for the purpose of conducting legitimate Union business provided it does not interfere with the operations of the Employer. The Union shall designate in writing two authorized Union Representatives to whom such access may be granted and provide the Employer written notice of this designation. The Union Representative will inform the Employer in advance of the visit and the Union Representative will notify the supervisor in charge of his arrival at the premises. It is the policy of the Union not to interfere with the employees while they are working.

#### ARTICLE 5 – NO REDUCTION IN HOURLY RATES

There shall be no reduction in hourly rates of pay for any employee as a result of the adoption of this Agreement.

#### ARTICLE 6 – WAGES AND CLASSIFICATIONS

A. Minimum wage rates and classifications for bargaining unit employees are provided for in Exhibit A of this Agreement (see attached). All employees will receive a three percent (3%) increase retroactive to January 1, 2014, and additional increase of two percent (2%) on January 1, 2015 and an additional increase of two percent (2%) on January 2016.

B. NIGHT PREMIUM – A premium of fifty cents (.50) per hour over the bargaining unit employee's hourly rate of pay shall be paid for hours worked between 8:00 p.m. and 5:30 a.m.

C. WORK IN HIGHER CLASSIFICATION – It is not the intent of the Employer to work employees in a higher classification. In the event that employees are required to work in a higher classification, the Employer agrees to take immediate action to assure that this practice is ceased immediately.

D. CLASSIFICATIONS There shall be three (3) separate classifications under this agreement – Lead / Administrative; Ambassador and Maintenance. Employees shall bump within their classifications only, meaning that in the event of a layoff, a Maintenance employee may only bump a less senior Maintenance employees, except however, if the employee previously worked for Central Parking in another classification, (s)he bump an employee with less seniority in that classification. Further, in the event of a layoff, the Company will consider a cross-classification bump taking into account a disparity in seniority between the bumping employee and employee being bumped, previous training, verifiable job and performance history in the desired job classification. The Employer then may consider a move across classification.

## ARTICLE 7 - WORKING HOURS

- A. **FULL-TIME EMPLOYEE.** Full-time employees are defined as those who are regularly scheduled to work forty (40) hours per regular workweek. "Regularly scheduled" shall mean that employees will be scheduled forty (40) hours per week except in situations where business conditions or circumstances beyond the Employer's control require a reduction in hours. In such cases, the Employer will take into consideration the skills and abilities to perform the duties of the position. If skills and abilities are relatively equal between the two (2) or more employees, the Employer shall consider the relative seniority of the employees in determining which employee is reduced.
- B. **PART-TIME EMPLOYEE.** Part-time employees are defined as those who are regularly scheduled to work at least twenty (20) hours per regular workweek but less than forty (40) hours per regular workweek. They shall be paid according to the number of hours worked, but must be guaranteed at least four (4) hours per shift. "Regularly scheduled" shall mean that employees will be scheduled to work between twenty (20) and forty (40) hours per week except in situations where business conditions or circumstances beyond the Employer's control require a reduction in hours. In such cases, the Employer will take into consideration the skills and abilities to perform the duties of the position. If skills and abilities are relatively equal between the two (2) or more employees, the Employer shall consider the relative seniority of the employees in determining which employee is reduced.
- C. Regular part-time and full-time employees are eligible for holiday and vacation pay.
- D. **SHORT HOUR EMPLOYEE.** Short hour employees are defined as those employees who are regularly scheduled to work less than twenty (20) hours per regular workweek.
- E. **TEMPORARY EMPLOYEE.** When the Employer has the need for temporary employees, it shall notify the Union within a reasonable period in advance with detailed explanation of the need. The Employer will meet with the Union within three (3) days if the union requests a meeting. Temporary employees for the purposes of this section include employees called in from other locations for special events.
- F. Prior to hiring any additional short hour employees or on call employees, the Employer agrees to consider offering all available hours to part-time employees, providing the part-time employee has the necessary skill and ability to perform the work satisfactorily, in the Employer's evaluation. Nothing herein shall require the Employer to offer available hours to part-time employees if such work would cause those employees to work overtime.
- G. **OVERTIME.** All work actually performed in excess of forty (40) regular hours worked per regular workweek or eight (8) hours worked in one (1) regular workday shall be deemed overtime work and paid for at one and one half-times ( $1\frac{1}{2}x$ ) the employee's regular hourly rate. Overtime premium payments shall not be duplicated or pyramided for the same hours worked or paid for under any terms of this Agreement.
- H. **SPLIT SHIFTS.** No split shifts will be permitted unless mutually agreed upon by employee and Employer.
- I. **REST and LUNCH PERIODS.** Bargaining unit employees shall receive one (1) fifteen (15) minute rest period for the employee's first four (4) hours actually worked. All bargaining unit employees who are scheduled for a shift of seven (7) hours or more shall also receive a second



fifteen (15) minute rest period during the employee's second four (4) hours actually worked. All bargaining unit employees who are scheduled for more than six (6) hours shall be entitled to a lunch period which shall either be one-half (½) hour or one (1) hour. Whenever possible, lunch hours shall be scheduled between the 3rd and 5th hour of work.

J. **WORK SCHEDULES.** Work Schedules shall be posted by Thursday at 5:00 p.m. of the preceding week and shall not be modified except in an emergency. Employees shall be paid for all hours scheduled providing the employee is available to work.

K. **WEEKEND ROTATION.** Full-time employees shall be entitled to one (1) weekend day off each week. (Full-time schedules shall be either Tuesday through Saturday or Sunday through Thursday). Full-time employees may volunteer to work every Saturday and Sunday, but such an arrangement may be rescinded by the employee on two (2) weeks notice to his manager.

L. **WORK SHIFT PREFERENCES.** Annually (in January) employees will be provided the opportunity to bid on schedules by seniority. Schedules shall be finalized one week after the bidding process ends.

M. **WORK WEEK.** The workweek shall be Saturday through Friday. The pay period shall be identical to the work week.

N. **CONSECEUTIVE DAYS WORKED.** When an employee is scheduled to work more than seven (7) consecutive days in any workweek or combination of workweeks, said employee shall receive time and one-half (1½x) for all time worked after the seventh (7<sup>th</sup>) consecutive day, until such time as his consecutive days of work have been interrupted by a prescheduled day off. Notwithstanding the above, no more than three times (3x) in a calendar year, for special events, this provision shall not be in effect.

### ARTICLE 8 - MANAGEMENT PREROGATIVES

Subject to the terms of the Agreement, it is understood and recognized that management retains the sole right to determine, without further bargaining with the Union, (1) the type of operations of the Employer; (2) the location and schedules of work hours; (3) the methods, processes and means of work; (4) new work processes and procedures; (5) the duties and responsibilities required for particular job categories and/or descriptions; and (6) the subcontracting of bargaining unit work provided no bargaining unit employee is laid off or has his hours reduced as a result. The Employer reserves the right to transfer employees from one work location within the bargaining unit to another.

### ARTICLE 9 - SENIORITY

A. Seniority shall be defined as length of continuous service with the Employer in the employee's job classification and shall be measured by the employee's most recent date of hire in the employee's job classification for purposes of layoff and recall from layoff. For all other purposes, seniority shall be defined as length of continuous service with Employer and shall be measured by the employee's most recent date of hire with the Employer. Seniority shall rule as hereinafter defined in connection with layoff and recall from layoff, and preference for available vacation schedule.

B. When layoffs become necessary, the last person hired in the affected job classification shall be the first (1st) laid off; and in rehiring the last person laid off in the affected job classification shall be the first (1st) rehired, provided those employees retained or recalled shall have the qualifications for the job.

C. An employee's seniority will be broken by any of the following:

1. discharged for proper cause;
2. voluntary quit;
3. absence from work due to lay off for a period of one (1) year;
4. failure to report back to work within two (2) calendar days after receiving notification to return to work following lay off period. Notification means that the Employer shall either send a letter to the employee's address on file with the Employer, or place a telephone call to the employee's telephone number on file with the Employer. If the employee does not report for work within two (2) days of such notice, the next senior employee will be offered the position. The employee who did not report back to work will retain seniority until he/she has been absent from work due to lay off for a period of one (1) year; or

5. failure to return to work in accordance with the terms of a leave of absence.

D. Probationary employees shall have no seniority rights, but upon successful completion of their probationary period, seniority rights shall date back to their initial date of employment.

E. An up to date seniority list shall be posted adjacent to the work schedule.

#### **ARTICLE 10 – TRANSFERS, PROMOTIONS AND JOB POSTING**

A. Employer retains the right to transfer employees within the bargaining unit as necessary for its operations. Employees must be notified of such transfers in writing. Employer shall first seek volunteers within the bargaining unit for any transfer. Employer will take into consideration the skills and abilities to perform the duties of the transfer position satisfactorily. If skills and abilities are relatively equal between two (2) or more employees, the Employer shall consider the relevant seniority of the employee in determining which employee is transferred.

B. The Employer shall consider for promotion and lateral move all qualified bargaining unit employees who have expressed interest in an open vacant position within the bargaining unit before seeking candidates from outside the bargaining unit. The Employer will take into consideration skills and ability to perform the duties of the open position satisfactorily. If skills and abilities are relatively equal between two (2) or more employees, the Employer shall consider the relative seniority of these employees.

C. Notice of vacancies for full-time job openings in the bargaining unit in all classifications or positions shall be posted in the office. The Employer will take into consideration skills and ability to satisfactorily perform the duties of any open full-time position. If skills and ability are relatively equal between two (2) or more employees, the Employer shall consider the relative seniority of these employees.

**ARTICLE 11 - VACATIONS**

A. All regular part-time and full-time employees accrue vacation based on the number of regular hours worked and/or paid, excluding any overtime hours worked. Short hour and on call employees are not eligible for paid vacation.

Vacation is accrued in accordance with the following schedule:

<u>Tenure</u>	<u>Number of benefit Days (Hours)</u>
First year of calendar employment	
Date of Hire is January 1 – June 30	Five (40 hours)
Date of Hire is July 1 – December 31	Zero
Calendar Year Two through Five	Ten (80 hours)
Calendar Year Six through Fourteen	Fifteen (120 hours)
Calendar Year Fifteen +	Twenty (160 hours)

Notwithstanding the schedule above, employees who were hired prior to the date this agreement is ratified shall accrue a fifteenth day of vacation at five years plus one day of employment and shall be eligible for twentieth day at fifteen-plus years of employment. All employees hired after this agreement is ratified shall accrue in accordance with the schedule set forth above.

B. Payment for all accrued vacation time shall be made in a manner consistent with federal and state laws. Upon termination, all accrued vacation is due and payable to the employee.

C. If a holiday occurs during an employee's vacation, the employee shall be given an additional day off with pay in addition to vacation pay.

D. The Employer will post a schedule of available vacation time on or before February 1<sup>st</sup> of each calendar year. All bargaining unit employees shall endeavor to select their vacation time by March 1<sup>st</sup> each year. Seniority shall prevail in all vacation scheduled prior to March 1<sup>st</sup>. Vacation requests made after March 1<sup>st</sup> will be granted on a first come, first serve basis. Once scheduled, a vacation cannot be changed except by mutual agreement between the bargaining unit employee and the Employer.

E. Vacation accrual caps at one and one-half times (1½x) the employee's annual accrual rate.

**ARTICLE 12 - HOLIDAYS**

A. The Employer shall observe the following holidays with pay for regular part-time and full-time employees who have been employed at least sixty (60) days.

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
	Employee's Birthday

B. To be eligible for a holiday, an employee must be available for work on the workday preceding the holiday, day of the holiday, and the workday following the holiday, unless otherwise mutually agreed upon by the employee and the Employer.

C. If the employee works on the holiday, he/she will be paid holiday pay in addition to straight-time wages for actual time worked.

D. Part-time employees will receive holiday pay based on the employee's average number of hours worked per shift in the three (3) pay periods immediately preceding the pay period in which the holiday arose.

E. No employee shall be paid less than his or her regularly scheduled weekly hours as a result of a holiday closing which is not provided for in this Agreement.

F. **HOLIDAY WORK PREFERENCE.** Employees who do not wish to work on a holiday shall advise his / her manager at least thirty (30) days prior to the posting of the holiday week schedule. Schedule permitting, employees who do not wish to work on a holiday will be accommodated by seniority.

#### ARTICLE 13 - LEAVE OF ABSENCE

A. To be eligible for leave under this Article, a bargaining unit employee must have at least one (1) year of uninterrupted employment with the Employer.

B. The Employer will provide family and medical leave as required by state and federal law.

C. An employee shall provide at least thirty (30) calendar days written advance notice for foreseeable events requiring any type of leave. For events that are not foreseeable, the employee shall notify the Employer as soon as the employee learns of the need for the leave, but no later than five (5) days from learning of the event.

D. The employee has the option of using accrued vacation pay during his/her approved leave.

E. At the expiration of any approved leave, the employee shall be returned to a comparable or the same position from which he/she is on leave at the same step of the then current range for his/her classification or position.

F. **UNION BUSINESS.** An employee in good standing with the Employer, who has been requested by the Union to take a leave of absence to transact Union business may, upon written request to the Employer by the Union, receive a leave of absence for the period of his service with the union, of not less than two (2) weeks and up to three (3) months. This leave is subject to approval of the Employer. The three (3) months can be extended for an additional three (3) months upon mutual agreement between the Employer and the Union. A Union's request for such a leave of absence, and for the return of an employee at the conclusion of such a leave, shall each be served upon the involved Employer, in writing, a minimum of one month immediately preceding the date of the proposed commencement of the requested leave and a minimum of two (2) calendar weeks immediately preceding the date of the proposed return to work. Upon his return, he shall be reemployed at work similar to that in which he was engaged immediately prior to this leave of absence. The employee will not accrue vacation or personal time during such leave of absence.

#### ARTICLE 14 – PERSONAL DAYS

Regular part-time and full-time employees will accrue five (5) personal days per year that can be used for personal reasons (e.g. funeral attendance, sick leave, to care for a sick child). Unused personal days will be carried over year to year to a maximum of ten (10) days. Effective January 1, 2012, employees will receive all five (5) of their personal days each year on January 1.

#### ARTICLE 15 – GRIEVANCE PROCEDURE

A. Any and all matters of controversy, dispute or disagreement of any kind or character existing between the parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement, shall be settled and resolved by the procedures and in the manner hereinafter set forth.

##### B. ADJUSTMENT PROCEDURE

1. The Union through its representatives shall attempt to settle or resolve any such matter with the appropriate supervisor or person designated by the Employer.

2. Failing Step 1, the grievance will be reduced to writing, signed by the complainant and presented by the Union Representative to the Human Resources Director no later than ten (10) working days (defined to mean Monday through Friday) after the grievance arose.

3. Upon receipt of a written notice setting forth the exact nature of the grievance, the representative of the Employer and the representative of the Union shall meet within a calendar week and attempt to settle or resolve the matter. Such meeting may be accomplished by telephone at the option of either party.

#### ARTICLE 16 – ARBITRATION PROCEDURE

A. In the event that the Employer and the Union are unable to settle a grievance, either party may request arbitration of said grievance within sixty (60) days following the date the grievance is filed. A failure to request arbitration within the aforesaid sixty (60) day period shall constitute a waiver of the grievance.

The parties shall endeavor to agree upon an impartial arbitrator and, in the event they are unable to agree within ten (10) days after the request for arbitration has been made in accordance with the foregoing, then the party pursuing the grievance (the Employer or the Union) may request a list from the Federal Mediation Conciliation Services of nine (9) arbitrators. The parties shall alternately strike names from this list until one (1) remains, who shall serve as the arbitrator to hear the case.

B. The arbitrator shall have no authority to add, to subtract from, alter or amend any of the provisions of this Agreement.

C. The decision of the arbitrator shall be final and binding upon the parties of this Agreement and the employees covered hereby.

D. The fees and expenses of the arbitrator shall be shared by the Employer and the Union.

### ARTICLE 17 – UNION STEWARDS

- A. The Union may appoint four (4) stewards to the bargaining unit.
- B. In no instance shall the Union stewards be discriminated against for discharging such duties.
- C. The Employer shall allow one (1) day off with pay to allow two (2) stewards to attend the Unions Annual Shop Steward's Conference. The Employer will be notified one month in advance so that appropriate scheduling arrangements can be made.

### ARTICLE 18 – DISCIPLINE AND DISCHARGE

- A. **NONDISCRIMINATION.** The parties agree not to discriminate against any employee or applicant for employment because of race, creed, religion, national origin, disability, age, sex or Union activity.
- B. No bargaining unit employee shall be discharged or disciplined without good cause.
- C. The Employer shall give all notices of discharge in writing to the bargaining unit employee and send a copy to the Union within five (5) working days (defined to mean Monday through Friday) of the discharge.
- D. Disciplinary notices, warnings and suspensions of three (3) days or less shall not be used to support further disciplinary action after twelve (12) months from the date of issue. Suspensions of four (4) days or more shall not be used to support further disciplinary actions after twenty-four (24) months from the date of issue.

### ARTICLE 19 – WAGE STATEMENT

All bargaining unit employees shall be paid bi-weekly or semi-monthly. Employer shall furnish to each bargaining unit employee on such pay days, a wage statement showing the date, name of employee, total hours worked, total amount of wages paid and itemized deductions made for the payroll period.

The Employer will provide the accrued personal and vacation days on the employee's wage statement.

### ARTICLE 20 – INSPECTION OF EMPLOYEE RECORDS

The Employer agrees that all employee records for bargaining unit employees shall be available to an authorized and properly designated Union Representative. A representative of the Employer may be present during this inspection.

### ARTICLE 21 – HEALTH AND WELFARE AND PENSION

- A. Employer hereby agrees to provide a comprehensive health and welfare plan for all regular full-time employees at the Employer's expense. The Employer further must offer dependent coverage to all eligible employees. The Employer hereby agrees to pay for half of the cost of any dependent coverage elected by regular full-time employees. The Employer further agrees to fully cooperate with the Union for the purpose of finding an alternate health plan for all employees. In the event that the Union presents a plan with comparable costs to the current plan for bargaining unit

employees (assuming an 8% medical inflation rate per year of the contract), the Employer agrees to strongly consider participation in the Union plan. If the company offers a Kaiser option to non union employees in the Long Beach area, a Kaiser option will also be made available to the Union employees.

B. The employer will provide the same health benefits to part-time employees as it provides to full-time employees, after the part-time employee has been with the Employer for twelve (12) months.

C. Employer hereby agrees to offer a 401K plan for employees.

#### **ARTICLE 22 – NO STRIKES, NO LOCKOUTS**

A. It is mutually agreed by the parties hereto that throughout the life of this Agreement there shall be no strikes, picketing or lockouts, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves.

B. No bargaining unit employee shall be required to cross any lawful, sanctioned primary picket line.

#### **ARTICLE 23 – SAFETY COMMITTEE**

The Employer agrees to continue its current practice of having safety committee meetings. A minimum of two (2) bargaining employees shall participate in the safety of any meetings. The safety committee shall meet at least quarterly.

#### **ARTICLE 24 – VALIDITY OF AGREEMENT**

If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this Agreement, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

Should any change be made in any federal or state law, or in any rules or regulations implementing such legislation, which render impermissible any provision herein contained then such provision of this Agreement shall be automatically terminated, but the remainder of this Agreement shall remain in full force and effect. Such legislation and/or rules and regulations shall supersede this Agreement and applicable clauses shall be substituted for those ruled invalid or illegal. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

#### **ARTICLE 25 - GENERAL**

A. **BULLETIN BOARD.** The Union may supply each location with one (1) bulletin board for the purpose of posting notices involving official Union business. Bulletin boards shall not be used to post notices of an adversarial nature. Notices shall be posted by designated representatives of the Union.

B. **EMPLOYEE FACILITIES.** The Employer agrees to provide access to clean and adequate rest rooms, lunch rooms, where available, and provide also proper safety, sanitary and first-aid facilities for the benefit of the bargaining unit employees.

C. **JOB INJURY.** When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

D. **UNIFORMS.** The Employer agrees that if any employee is required to wear a uniform as a condition of his continued employment, such uniforms shall be furnished by the Employer at no cost to the employee. Employer agrees to provide all full-time employees with five (5) uniforms (polo shirts and pants) and one (1) jacket. Part-time employees will be provided with three (3) uniforms (polo shirts and pants) and one (1) jacket. Uniforms will be replaced when necessary due to normal wear and tear. The employee will be held responsible for these items except for normal wear and tear.



**ARTICLE 26 – TERM OF AGREEMENT**

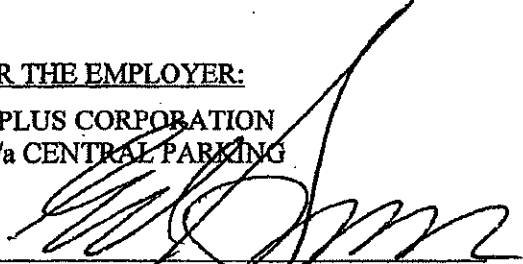
A. This Agreement shall remain in full force and effect from January 1, 2014 until midnight, December 31, 2016, and shall automatically renew itself from year to year unless written notice of termination is given by either party to the other party not less than sixty (60) days prior to the expiration hereof or any annual renewal.

B. This Agreement represents a full and complete understanding as to the wages, hours and other conditions of employment.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

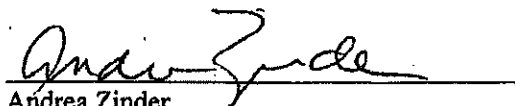
**FOR THE EMPLOYER:**

SP PLUS CORPORATION  
d/b/a CENTRAL PARKING

  
Ed Simmons, Executive Vice President

**FOR THE UNION:**

UFCW UNION LOCAL 324

  
Andrea Zinder  
Secretary Treasurer

**EXHIBIT A WAGE RATES**

	Current Rates	1/1/2014	1/1/2015	1/1/2016
0-6 Months	\$8.95	\$9.22	\$9.40	\$10.00
7-12 months	\$10.20	\$10.51	\$10.72	\$10.93
13-24 months	\$10.70	\$11.02	\$11.24	\$11.47
25-36 months	\$10.95	\$11.28	\$11.50	\$11.73
37-48 months	\$11.70	\$12.05	\$12.30	\$12.54
49 months +	\$12.20	\$12.57	\$12.82	\$13.07
Lead	+\$1.25	+\$1.25	+\$1.25	+\$1.25

Appendix E-1 Facilities Equipment Summary

Surface Lots Pay Stations Inventory

Equipment Description	Make	Model	S/N	Notes
Digital Pay Station	T2-Digital	Luke	100008500016	City East 1
Digital Pay Station	T2-Digital	Luke	100008500017	City East 2
Digital Pay Station	T2-Digital	Luke	100008500018	City East 3
Digital Pay Station	T2-Digital	Luke	100008500019	City East 4
Digital Pay Station	T2-Digital	Luke	100008500020	City East 5
Digital Pay Station	T2-Digital	Luke	300010140044	Promenade Lot 2
Digital Pay Station	T2-Digital	Luke	300010140045	Promenade Lot 1
Digital Pay Station	T2-Digital	Luke	300010140046	American Hotel 1
Digital Pay Station	T2-Digital	Luke	300010150056	4th & Pacific
Digital Pay Station	T2-Digital	Luke	300010150057	7th & Pacific
Digital Pay Station	T2-Digital	Luke	300011200008	Belmont Pier 1
Digital Pay Station	T2-Digital	Luke	300011200027	Belmont Pier 2
Digital Pay Station	T2-Digital	Luke	300011170093	Belmont Pier 3
Digital Pay Station	T2-Digital	Luke	300011170092	Belmont Pier 4
Digital Pay Station	T2-Digital	Luke	520013461014	54th Pl 1
Digital Pay Station	T2-Digital	Luke	520013461015	54th Pl 2
Digital Pay Station	T2-Digital	Luke	520013461016	54th Pl 3
Digital Pay Station	T2-Digital	Luke	520013461017	La Verne 1
Digital Pay Station	T2-Digital	Luke	520013461018	La Verne 2
Digital Pay Station	T2-Digital	Luke	520013461019	La Verne 3
Digital Pay Station	T2-Digital	Luke	520013461020	Marine Park 1
Digital Pay Station	T2-Digital	Luke	520013461021	Marine Park 2
Digital Pay Station	T2-Digital	Luke	520013461022	Marine Park 3
Digital Pay Station	T2-Digital	Luke	520014321172	Pier Point 1
Digital Pay Station	T2-Digital	Luke	520014321173	Pier Point 2
Digital Pay Station	T2-Digital	Luke	520014321174	Pier Point 3

Digital Pay Station	T2-Digital	Luke	520014321164	Marina Green 1
Digital Pay Station	T2-Digital	Luke	520014321165	Marina Green 2
Digital Pay Station	T2-Digital	Luke	520014321166	Marina Green 3
Digital Pay Station	T2-Digital	Luke	520014321167	Marina Green 4
Digital Pay Station	T2-Digital	Luke	520014321168	Marina Green 5
Digital Pay Station	T2-Digital	Luke	520014321169	Marina Green 6
Digital Pay Station	T2-Digital	Luke	520014321170	Marina Green 7
Digital Pay Station	T2-Digital	Luke	520014321171	Marina Green 8
Digital Pay Station	T2-Digital	Luke	520015230924	City Place B - Open Lot
Digital Pay Station	T2-Digital	Luke	520015230925	City Place B - Open Lot
Digital Pay Station	T2-Digital	Luke	520015230926	Junipero Beach 1
Digital Pay Station	T2-Digital	Luke	520015230927	Junipero Beach 2
Digital Pay Station	T2-Digital	Luke	520015230928	Junipero Beach 3
Digital Pay Station	T2-Digital	Luke	520015230929	Junipero Beach 4
Digital Pay Station	T2-Digital	Luke	520015230930	Junipero Beach 5
Digital Pay Station	T2-Digital	Luke	520015230931	Junipero Beach 6
Digital Pay Station	T2-Digital	Luke	520015230932	Junipero Beach 7
Digital Pay Station	T2-Digital	Luke	520015230933	Junipero Beach 8
Digital Pay Station	T2-Digital	Luke	520015230934	Junipero Beach 9
Digital Pay Station	T2-Digital	Luke	520015230935	Junipero Beach 10
Digital Pay Station	T2-Digital	Luke	520015230936	Junipero Beach 11
Digital Pay Station	T2-Digital	Luke	Pending Delivery	Alamitos Beach 1
Digital Pay Station	T2-Digital	Luke	Pending Delivery	Alamitos Beach 2
Digital Pay Station	T2-Digital	Luke	Pending Delivery	Alamitos Beach 3
Digital Pay Station	T2-Digital	Luke	Pending Delivery	Belmont Pier 5
Digital Pay Station	T2-Digital	Luke	Pending Tidelands Approval	Granada Beach 1
Digital Pay Station	T2-Digital	Luke	Pending Tidelands Approval	Granada Beach 2
Digital Pay Station	T2-Digital	Luke	Pending Tidelands Approval	Granada Beach 3
Digital Pay Station	T2-Digital	Luke	Pending Tidelands Approval	Granada Beach 4

Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 5
Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 6
Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 7
Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 8
Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 9
Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 10
Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 11
Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 12
Digital Pay Station	T2-Digital	Luke	Pending Tideland's Approval	Granada Beach 13

**Aquarium Garage**

Equipment Description	Make	Model	S/N	Notes
Entrance Ticket Spitter	Ski-Data	AS450 PE00 GC-US	D132501318	Lane 1
Entrance Ticket Spitter	Ski-Data	AS450 PE00 GC-US	D132501315	Lane 2
Entrance Ticket Spitter	Ski-Data	AS450 PE00 GC-US	D132501317	Lane 3
Entrance Ticket Spitter	Ski-Data	AS450 PE00 GC-US	D132501316	Lane 4
Exit Express Pay	Ski-Data	AS450 PA00 GC-US	D132301243	Lane 5
Exit Express Pay	Ski-Data	AS450 PA00 GC-US	D132301245	Lane 6
Exit Express Pay	Ski-Data	AS450 PA00 GC-US	D132301244	Lane 7
Exit Express Pay	Ski-Data	AS450 PA00 GC-US	D132301242	Lane 8
Gate Arm - Gate Tank	Ski-Data	AS450 ASL-US	D132409452	Lane 1
Gate Arm - Gate Tank	Ski-Data	AS450 ASL-US	D132409451	Lane 2
Gate Arm - Gate Tank	Ski-Data	AS450 ASL-US	D132409454	Lane 3
Gate Arm - Gate Tank	Ski-Data	AS450 ASL-US	D132709535	Lane 4
Gate Arm - Gate Tank	Ski-Data	AS450 ASL-US	D132709536	Lane 5
Gate Arm - Gate Tank	Ski-Data	AS450 ASL-US	D132409453	Lane 6
Gate Arm - Gate Tank	Ski-Data	AS450 ASL-US	D132409456	Lane 7
Gate Arm - Gate Tank	Ski-Data	AS450 ASL-US	D132409455	Lane 8
Pay-On-Foot Station	Ski-Data	APM STD	H133106608	Level 1 - Cash/Credit
Pay-On-Foot Station	Ski-Data	Basic US Print@Home	H133106610	Level 1 - Credit
Pay-On-Foot Station	Ski-Data	APM STD	H133106609	Level 2 - Cash/Credit
Pay-On-Foot Station	Ski-Data	APM STD	Delivery Pending	Level 1 - Cash/Credit
Manager Computer	Dell	Optiplex-760	39W2C-XKT26-6847D-TXM8H-JXWKJ	In Office
Admin Computer	Dell	Optiplex 6X620	J8KTD-876K2-KFHQ8-KM43F-9JYB8	In Office
FAPD-Computer	Dell	Optiplex 745	C3Y8-7Q2V-QV84W-43VYV-KCFX8	In Office
Manager Computer Screen	Dell	Dell Monitor	MX-08324H-7462-03B-16FL	In Office

Admin Computer Screen	Gateway	FPD1530	MUL5016E0076825	In Office
DVR 1	Pelco	DX 8100	Not Visible	In Office
DVR 2	Pelco	DX 8100	Not Visible	In Office
DVR 3	Pelco	DX 8100	Not Visible	In Office
Receiver Hub	Pelco	NV 3272	Not Visible	In Office
Receiver DA Hub	Pelco	NV 1672	Not Visible	In Office
15" Monitor	Pelco	Not Visible	Not Visible	In Office
32" Monitor	Pelco	PMCL532A	C99A080004	In Office
Cameras (46)	Pelco	N/A	N/A	46 cameras installed in various areas (Platt)

**Civic Garage & Office**

Equipment Description	Make	Model	S/N	Notes
Entrance Ticket Spitter	Amano	AMG2570/A856	692000359	East Entrance
Entrance Ticket Spitter	Amano	AMG2570/A856	692000360	West Entrance
Entrance Gate Tank	Amano	AMG1750/A850	692001296	East Entrance
Entrance Gate Tank	Amano	AMG1750/A850	693001501	West Entrance
Exit Express Pay	Amano	AMG4570/A862	693000257	North Exit
Exit Express Pay	Amano	AMG4570/A862	693000259	South Exit
Exit Gate Tank	Amano	AMG1750/A850	693001476	North Exit
Exit Gate Tank	Amano	AMG1750/A850	691000659	South Exit
Pay-On-Foot Station	Amano	AGP7811/A645	692001415	Promenade Courtyard
Cameras (28)	Pelco	N/A	N/A	28 cameras installed in various areas (Platt)
1 Computer	DELL		23977099441	In office
2 Phones	RCA			In office
4 filing cabinets				In office
1 Printer	Brother	MFC 7440N		In office
2 Office Chairs				In office
2 Office Desk				In office

**City Place Office**

Equipment Description	Make	Model	S/N	Notes
2 book shelf				In office
4 filing cabinets				In office
7 cubical desk				In office
7 office chairs				In office
12 office phones	RCA			In office
5 HP printer				In office
2 camera monitor	Hannspree			In office
6 Chairs				In office
2 Round Tables				In office



Equipment Description	Make	Model	S/N	Notes
Entrance Ticket Spitter	Amano	AMG2070/A853	602000800	4th St. Entrance
Entrance Ticket Spitter	Amano	AMG2070/A853	602000473	5th St. Entrance
Entrance Gate Tank	Amano	AMG1750/A850	602002714	4th St. Entrance
Entrance Gate Tank	Amano	AMG1750/A850	601002135	5th St. Entrance
Exit Express Pay	Amano	AMG4570/A862	602000493	5th St. East Exit
Exit Express Pay	Amano	AMG4570/A862	602000785	5th St. West Exit
Exit Gate Tank	Amano	AMG1750/A850	601002159	5th St. East Exit
Exit Gate Tank	Amano	AMG1750/A850	601002141	5th St. West Exit
Pay-On-Foot Station	Amano	AMG7850/A869	601000039	NE Corner near Parking Office
Pay-On-Foot Station	Amano	AMG7850/A869	694000009	SE Corner facing 4th St.
Cameras (59)	Pelco	N/A	N/A	59 cameras installed in various areas (Platt)
Lot B Office - Amano Server	Amano	IBM	N/A	
Lot B Office - Amano Server	Amano	IBM	N/A	
Lot B Office - Pelco DVRs (6)	Pelco	DX 8100	N/A	DVRs - Older Cameras
Lot B Office - Pelco DVR	Pelco	DS SRV	N/A	Digital DVR - Newer Cameras
Lot B Office - Indigo Vision DVR	Indigo Vision	NVR-AS4000	N/A	Digital DVR Expansion - Newer Cameras
Lot B Office - Receiver Hubs (6)	Pelco	NVT	N/A	Receiver Hubs for original Pelco DVRs

**City Place C**

Equipment Description	Make	Model	S/N	Notes
Entrance Ticket Spitter	Amano	AMG2070/A853	602000801	4th St. Entrance
Entrance Ticket Spitter	Amano	AMG2070/A853	602000803	3rd St. Entrance
Entrance Gate Tank	Amano	AMG1750/A850	602002715	4th St. Entrance
Entrance Gate Tank	Amano	AMG1750/A850	603002921	3rd St. Entrance
Exit Express Pay	Amano	AMG4570/A862	602000492	3rd St. West Exit
Exit Express Pay	Amano	AMG4570/A862	602000485	3rd St. East Exit
Exit Gate Tank	Amano	AMG1750/A850	602002711	3rd St. West Exit
Exit Gate Tank	Amano	AMG1750/A850	601002158	3rd St. East Exit
Pay-On-Foot Station	Amano	AMG7850/A869	603000130	Promenade Courtyard
Pay-On-Foot Station	Amano	AMG7850/A869	694000010	Inside Garage at Exit to 3rd St.
Cameras (49)	Pelco	N/A	N/A	49 cameras installed in various areas (Platt)

Submitted By: \_\_\_\_\_ Date \_\_\_\_\_

Received By: \_\_\_\_\_ Date \_\_\_\_\_





**Amano McGann, Inc.  
NowCare Premium Support Agreement**

This NOWCARE PREMIUM SUPPORT AGREEMENT is made and entered into this 1st day of May, 2014 by and between Amano McGann Inc. (herein referred to as "AMI") and The City of Long Beach (herein referred to as "Customer"), covering all software and host computer components listed on Exhibit A - Software Application List and Host Computer Components (herein referred to as "The Software and Equipment"), and Revenue/Lane Equipment listed on Exhibit B - Equipment List for the property located at (Address, City, State, Zip) Civic Center Garage - 332 West Broadway, Long Beach, CA 90802

AMI will provide the NowCare Premium Support Services listed below for the time period 5/1/14 through 4/30/17 for the annual sum of \$ 28,546.00. Customer will be invoiced semi-annually, in 6 equal installments of \$ 4,757.67.

Coverage for any time period occurring prior to the time period referenced above will be billed at a rate of \$ n/a per quarter. Payment for contracted services will be due and payable prior to AMI providing any contracted service. Default provisions are outlined in section 17 of the agreement's terms and conditions.

Customer requests that all invoices for services covered under this agreement be generated and mailed to the following address:

City of Long Beach - Parking Management Office  
275 East 4th Street  
Long Beach, CA 90802  
ATTN: Ken George  
Main Contact Phone Number: 562-570-8056

Agreement covers support of The Software via telephone or email, during AMI's regular business hours, 7:30AM to 4:30PM local time Monday through Friday excluding AMI company holidays and weather or emergency related closings, plus repair of malfunctions of the Equipment, including all parts and labor, for Host Hardware Components and Revenue/Lane Equipment during AMI's regular business hours, 7:30AM to 4:30PM local time Monday through Friday excluding AMI company holidays and weather or emergency related closings and subject to the following Terms and Conditions:

1. **PRIORITY RESPONSE** - Customer will receive top priority and will be scheduled ahead of all other service work.
2. **UPDATES/UPGRADES** - Customer will receive all commercially released software updates and upgrades applicable to their system at no additional cost.
3. **TECHNICAL SUPPORT** - Technical experts will provide unlimited assistance to Customer with operational questions, troubleshooting and general how-to questions.
4. **EQUIPMENT INSPECTION** - On a scheduled basis as identified in attached rider, the Revenue/Lane Equipment will be inspected and cleaned as indicated on Exhibit C (PM Checklist) for proper operation, and worn parts will be replaced in the course of AMI's regular service work.
5. **UNAUTHORIZED REPAIRS** - AMI is not responsible for any repair work performed by non-AMI personnel without the express written consent of AMI. Any work required to correct unauthorized repairs will be invoiced at AMI's applicable labor rates.
6. **GUARANTEED RESPONSE TIME** - Customer's support calls are prioritized ahead of other calls to insure timely answers to mission critical software questions. Most calls are taken immediately, with a 2-hour response guaranteed.  
\* Calls received after 2:00PM local time may be returned the next business morning by 10:00AM. If a call is not returned within the guaranteed response time Customer will receive a \$75.00 credit for future support services. Failure to contact Customer due to unavailability at the main contact phone number provided above is not considered non-responsive. AMI does not guarantee a resolution to the call within the guaranteed time but rather a response to the request.
7. **CONTINUING EDUCATION** - Customer will receive email invitations to AMI web conferencing and real-time interactive software demonstration sessions along with access to the secure customer website and any applicable newsletters and technical bulletins.

8. **PRIORITY HOST COMPUTER HARDWARE REPAIR** - Host computer hardware devices (CPUs and data storage devices) will be repaired and will receive priority service. During the three year term of coverage, AMI will schedule one replacement of all previously installed host computer CPUs and data storage devices. Agreement must remain in place for the full three year term. Computer hardware covered is listed on Exhibit A - Computer Hardware.
9. **EXCHANGE PARTS** - Certain component parts, including, but not limited to, circuit boards and control units, will be serviced on an exchange basis to minimize equipment downtime.
10. **PARTS DISCOUNT** - Customer will receive a 10% discount on all non-covered service parts or supplies for the Equipment installed at the Service Address.
11. **EMERGENCY WORK DISCOUNT** - If Customer requests service work to be performed outside of AMI's regular business hours, or request work on the Equipment that is not covered under this Agreement, labor and travel charges will be invoiced at a 25% discount from AMI's then applicable rate. For all emergency overtime calls, double time calls or calls placed on holidays, there is a 2-hour minimum labor charge and a mileage charge from portal to portal.
12. **SOFTWARE EXCLUSIONS** - AMI offers a variety of fee-based professional services that are not covered under this Agreement including, but not limited to:
- Data recovery or data fixing
  - Report formatting
  - System administration
  - System auditing
  - Other product/system compatibility analysis
  - Custom software engineering estimates
  - Reprogramming of software due to rate or time changes, power outages, data loss or corruption.
13. **HARDWARE/EQUIPMENT EXCLUSIONS**
- Detector Loops (due to environmental and structural conditions beyond our control)
  - Consumable supplies including, but not limited to, gate arms and related hardware, ribbons, paper tapes, tickets, batteries, shear pins and installation and/or delivery of same
  - Malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges or power failure, improper installation of ribbons or paper tapes or the use of non-manufacturer approved supplies
  - Programming of equipment and computers due to rate changes, power outages, time and date changes, or data loss or corruption
14. **SYSTEM MONITORING\*** - Once a week, a system errors report will be emailed to AMI for review. Report findings will be communicated to Customer along with recommended improvements as necessary.
- \*Requires Business Alert activation at site.
15. **RENEWAL AND CANCELLATION** - Agreement will renew on an annual basis at the conclusion of the initial term, subject to adjustments in fees and coverage, and will remain in force until cancelled. AMI will notify Customer at least 60 days in advance of the impending renewal. If Customer does not notify AMI of their intent to cancel the agreement, AMI will generate and mail an invoice for renewal services to Customer 30 days prior to renewal date, and AMI will be paid in full prior to renewal start date of the support agreement. Agreement may be cancelled by either party on written notice to the other party at least 30 days prior to the expiration of the current agreement. No monies will be refunded to Customer in the event of cancellation.
16. **AGE/EXCESSIVE USE** - If, in AMI's sole opinion, any piece of the Equipment will no longer perform satisfactorily due to condition, age, or excessive use, AMI will submit a cost estimate to overhaul or replace the unit. This work will be in addition to the cost of this Agreement.
17. **DEFAULT** - If Customer does not pay for the services outlined in this agreement or any other charges due hereunder, AMI reserves the right to discontinue services, or provide services on a pre-paid per call basis. Payment must be made prior to AMI scheduling any required services.
18. **RESPONSIBILITY TO NOTIFY** - In the event the property covered by this agreement will be changing hands, regardless if Customer is a property owner or operator and regardless of the circumstances, it is Customer's responsibility to notify AMI of the impending change of hands at least 30 days prior to Customer vacating the property.

19. **NON-SOLICITATION** - Customer agrees not to directly or indirectly, initiate or be engaged in any solicitation for employment of any employee of AMI for a period of two years after the termination of the Agreement.
20. **HOLD HARMLESS** - The sole obligation of AMI under this agreement is to make necessary repair of the equipment and to provide support for the software. Customer hereby agrees that there are no warranties, express or implied, which would impose upon AMI any other obligation or liability. AMI shall not be responsible for incidental or consequential injury, damages or loss of revenue resulting from the equipment repair and/or software support provided under this agreement.
21. **INSOLVENCY/BANKRUPTCY** - In the event Customer is found to be insolvent through an involuntary bankruptcy proceeding or initiates an action for protection through the Bankruptcy Court, this agreement will be null and void immediately. AMI will have no further obligations under this agreement, and the Customer will need to negotiate a new agreement for contract services beyond the date of filing for protection.
22. **GOVERNING LAW/VENUE** - This agreement will be governed by and construed in accordance with the laws of the State of Minnesota. Customer agrees to be subject to personal jurisdiction in all courts and venues in Minnesota, and waives any jurisdictional or inconvenient forum objections to such.
23. **ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement between AMI and Customer concerning the NowCare Premium Support Agreement and may not be altered, modified, amended, or changed, in whole or in part, except by a written document executed by both parties.

By signing this agreement, the parties acknowledge they have read and understand the agreement as written and have the authority to bind their respective company to this agreement by their signature below.

Agreed to and Accepted by:

Customer

By [Signature]

Title CITY TRAFFIC ENGINEER

Date 5/15/14

Agreed to and Accepted by:

Amano McGann, Inc.

By [Signature]

Title Sales Executive

Date 4-18-14

**AMANO MCGANN.**

PARKING SOLUTIONS

Corporate Headquarters  
 651 Tall Street NE  
 Minneapolis, MN 55413  
 Tel: (612) 331-2020  
 www.amanomcgann.com



**Amano McGann, Inc.  
NowCare Premium Support Agreement**

This NOWCARE PREMIUM SUPPORT AGREEMENT is made and entered into this 1st day of May, 2014 by and between Amano McGann Inc. (herein referred to as "AMI") and The City of Long Beach (herein referred to as "Customer"), covering all software and host computer components listed on Exhibit A - Software Application List and Host Computer Components (herein referred to as "The Software and Equipment"), and Revenue/Lane Equipment listed on Exhibit B - Equipment List for the property located at (Address, City, State, Zip) City Plaza Garages A, B, & C - 275 East 4th Street Long Beach, CA 90802

AMI will provide the NowCare Premium Support Services listed below for the time period 5/1/14 through 4/30/17 for the annual sum of \$ 53,214.00. Customer will be invoiced semi-annually, in 6 equal installments of \$ 26,607.00

Coverage for any time period occurring prior to the time period referenced above will be billed at a rate of \$ n/a per quarter. Payment for contracted services will be due and payable prior to AMI providing any contracted service. Default provisions are outlined in section 17 of the agreement's terms and conditions.

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ATTN: Ken George  
Main Contact Phone Number: 562-570-8056

Agreement covers support of The Software via telephone or email, during AMI's regular business hours, 7:30AM to 4:30PM local time Monday through Friday excluding AMI company holidays and weather or emergency related closings, plus repair of malfunctions of the Equipment, including all parts and labor, for Host Hardware Components and Revenue/Lane Equipment during AMI's regular business hours, 7:30AM to 4:30PM local time Monday through Friday excluding AMI company holidays and weather or emergency related closings and subject to the following Terms and Conditions:

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3. **TECHNICAL SUPPORT** - Technical experts will provide unlimited assistance to Customer with operational questions, troubleshooting and general how-to questions.
4. **EQUIPMENT INSPECTION** - On a scheduled basis as identified in attached rider, the Revenue/Lane Equipment will be inspected and cleaned as indicated on Exhibit C (PM Checklist) for proper operation, and worn parts will be replaced in the course of AMI's regular service work.
5. **UNAUTHORIZED REPAIRS** - AMI is not responsible for any repair work performed by non-AMI personnel without the express written consent of AMI. Any work required to correct unauthorized repairs will be invoiced at AMI's applicable labor rates.
6. **GUARANTEED RESPONSE TIME** - Customer's support calls are prioritized ahead of other calls to insure timely answers to mission critical software questions. Most calls are taken immediately, with a 2-hour response guaranteed.  
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12. **SOFTWARE EXCLUSIONS** - AMI offers a variety of fee-based professional services that are not covered under this Agreement including, but not limited to:
- Data recovery or data fixing
  - Report formatting
  - System administration
  - System auditing
  - Other product/system compatibility analysis
  - Custom software engineering estimates
  - Reprogramming of software due to rate or time changes, power outages, data loss or corruption.
13. **HARDWARE/EQUIPMENT EXCLUSIONS**
- Detector Loops (due to environmental and structural conditions beyond our control)
  - Consumable supplies including, but not limited to, gate arms and related hardware, ribbons, paper tapes, tickets, batteries, shear pins and installation and/or delivery of same
  - Malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges or power failure, improper installation of ribbons or paper tapes or the use of non-manufacturer approved supplies
  - Programming of equipment and computers due to rate changes, power outages, time and date changes, or data loss or corruption
14. **SYSTEM MONITORING\*** - Once a week, a system errors report will be emailed to AMI for review. Report findings will be communicated to Customer along with recommended improvements as necessary.
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16. **AGE/EXCESSIVE USE** - If, in AMI's sole opinion, any piece of the Equipment will no longer perform satisfactorily due to condition, age, or excessive use, AMI will submit a cost estimate to overhaul or replace the unit. This work will be in addition to the cost of this Agreement.
17. **DEFAULT** - If Customer does not pay for the services outlined in this agreement or any other charges due hereunder, AMI reserves the right to discontinue services, or provide services on a pre-paid per call basis. Payment must be made prior to AMI scheduling any required services.
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20. **HOLD HARMLESS** - The sole obligation of AMI under this agreement is to make necessary repair of the equipment and to provide support for the software. Customer hereby agrees that there are no warranties, express or implied, which would impose upon AMI any other obligation or liability. AMI shall not be responsible for incidental or consequential injury, damages or loss of revenue resulting from the equipment repair and/or software support provided under this agreement.
21. **INSOLVENCY/BANKRUPTCY** - In the event Customer is found to be insolvent through an involuntary bankruptcy proceeding or initiates an action for protection through the Bankruptcy Court, this agreement will be null and void immediately. AMI will have no further obligations under this agreement, and the Customer will need to negotiate a new agreement for contract services beyond the date of filing for protection.
22. **GOVERNING LAW/VENUE** - This agreement will be governed by and construed in accordance with the laws of the State of Minnesota. Customer agrees to be subject to personal jurisdiction in all courts and venues in Minnesota, and waives any jurisdictional or inconvenient forum objections to such.
23. **ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement between AMI and Customer concerning the NowCare Premium Support Agreement and may not be altered, modified, amended, or changed, in whole or in part, except by a written document executed by both parties.

By signing this agreement, the parties acknowledge they have read and understand the agreement as written and have the authority to bind their respective company to this agreement by their signature below.

Agreed to and Accepted by:

Customer

By \_\_\_\_\_

Title CITY TRAFFIC ENGINEER

Date 5/15/14

Agreed to and Accepted by:

Amano McGann, Inc.

By \_\_\_\_\_

Title Sales Executive

Date 4-18-14

**AMANO MCGANN.**  
PARKING SOLUTIONS

Corporate Headquarters  
651 Teft Street NE  
Minneapolis, MN 55413  
Tel: (612) 331-2020  
: [www.amanomcgann.com](http://www.amanomcgann.com)

# AMANO.

2699 Patton Road  
Roseville, MN 55113  
Tel: 612-331-2020  
Fax: 612-331-5187  
www.amanomcgaah.com

Remit Payments to:  
Amano McGann, Inc.  
P.O. Box 860273  
Minneapolis, MN 55486-0273

Invoice INVC012007  
Date 9/30/2014

Bill to:  
0240431  
LONG BEACH CITY PLACE  
275 EAST 4TH STREET  
LONG BEACH, CA 90802

Location/Ship to:  
LONG BEACH CITY PLACE  
275 E 4TH STREET  
LONG BEACH, CA 90802

P.O. Number	Project/Location	Ship Date	Shipping Method	Terms	Sales/Tax	Master No.
		9/15/2014	DEBT WAY	NET 10		572755
Shipped	Item Number	Description			Unit Price	Ext. Price
1	CONTRACT	CONTRACT-NOW CARE CONTRACT SEMI ANNUAL BILLING FOR 11/1/14 - 4/30/15			\$26,607.00	\$26,607.00

Subtotal	\$26,607.00
Tax	\$0.00
Freight	\$0.00
<b>Total Due</b>	<b>\$26,607.00</b>

Thank You For Your Business.

We accept ACH or Wire Transfers, please reference the invoice number on your transaction, forward remittance advice to [ar@amanomcgaah.com](mailto:ar@amanomcgaah.com) and send your payment to

US Bank, Minneapolis, MN  
ABA 091000022  
Account Number 104790406482

# AMANO.

2699 Patton Road  
Roseville, MN 55113  
Tel: 612-331-2020  
Fax: 612-331-5187  
www.amanomcconn.com

Remit Payments to:  
Amano McConn, Inc.  
P.O. Box 860273  
Minneapolis, MN 55486-0273

Invoice INVC012005  
Date 9/30/2014

Bill to:  
0240406  
LONG BEACH CIVIC CENTER  
332 W BROADWAY  
LONG BEACH, CA 90802

Location/Ship to:  
LONG BEACH CIVIC CENTER  
332 W BROADWAY  
LONG BEACH, CA 90802

P.O. Number	Project/Location	Ship Date	Shipping Method	Terms	Sales/Tech	Master No.
		9/15/2014	OUR DELIVERY	NET 10	EL	572753
Shipped	Item Number	Description			Unit Price	Ext. Price
1	CONTRACT	CONTRACT-NOW CARE CONTRACT SEMI ANNUAL BILLING FOR 11/1/14 - 4/30/15			\$13,273.00	\$13,273.00

Subtotal	\$13,273.00
Tax	\$0.00
Freight	\$0.00
<b>Total Due</b>	<b>\$13,273.00</b>

Thank You For Your Business.

We accept ACH or Wire Transfers, please reference the invoice number on your transaction, forward remittance advice to [ar@amanomcconn.com](mailto:ar@amanomcconn.com) and send your payment to:

US Bank, Minneapolis, MN  
ABA 091000022  
Account Number 104790408482



# AMANO.

2699 Patton Road  
Rossville, MN 55113  
Tel: 612-331-2020  
Fax: 612-331-5187  
www.amanomcgann.com

Remit Payments to:  
Amano McGann, Inc.  
P.O. Box 860273  
Minneapolis, MN 55486-0273

Invoice INVC011642  
Date 5/1/2014

Bill to:  
0240405  
LONG BEACH CIVIC CENTER  
C/O CENTRAL PARKING (Costa Mesa 072)  
PO BOX 129005  
NASHVILLE, TN 37212

Location/Ship to:  
LONG BEACH CIVIC CENTER  
332 W BROADWAY  
LONG BEACH, CA 90802

P.O. Number	Project/Location	Ship Date	Shipping Method	Terms	Sales/Tech	Master No.
		5/28/2014	OUR DELIVERY	NET 10	EL	560967
Shipped	Item Number	Description			Unit Price	Est. Price
1	CONTRACT	CONTRACT-NOW CARE CONTRACT SEMI - ANNUALLY 05/01/14 TO 10/31/14			\$13,273.00	\$13,273.00

Thank You For Your Business.

Subtotal	\$13,273.00
Tax	\$0.00
Freight	\$0.00
<b>Total Due</b>	<b>\$13,273.00</b>

We accept ACH or Wire Transfers, please reference the invoice number on your transaction, forward remittance advice to [ar@amanomcgann.com](mailto:ar@amanomcgann.com) and send your payment to:

US Bank, Minneapolis, MN  
ABA 081000022  
Account Number 104780408482



# PLATT SECURITY

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3275 E. Grant St. Suite D Signal Hill, CA 90755 Phone: (562) 986-4484 Fax: (562) 986-4487

**THIS DOCUMENT SHALL SERVE AS A CONTRACTUAL AGREEMENT BETWEEN PLATT SECURITY, INC. (HEREAFTER KNOWN AS PLATT) AND CENTRAL PARKING SYSTEM, INC., (HEREAFTER KNOWN AS CLIENT).**

## EFFECTIVE DATES:

The dates of this contract, regardless of the date signed, shall be September 29, 2014 to March 31, 2015. In the event the contract date expires the agreement will remain in full effect on a month-to-month basis or until a new contract is signed.

## SERVICES PROVIDED:

**PAYMENT FOR SERVICES.** The CLIENT agrees to pay PLATT the rates set forth below for the services provided hereunder. PLATT will invoice the CLIENT bi-weekly. Invoices may be faxed, mailed, emailed, or delivered in person to the CLIENT at the address provided by the CLIENT. Invoice Payments are due upon receipt and shall be received by PLATT no later than 15 days from invoice date. Invoices are to be paid to PLATT at the Address specified in this agreement and on the invoice. Invoices shall be paid by Company check or other legal tender. All late payments will carry a service charge of 5% (five percent) on the unpaid balance, compounded monthly.

Platt Security will provide the below services for a flat rate of:

**\$7,343.90 per week  
\$381,882.80 per year**

## PATROL SERVICE:

1. 24hr armed vehicle patrol of all Central Parking City of Long Beach locations
2. A dedicated cell phone with 24hr response to calls for service
3. An armed officer to provide escorts for Pay Station Pickups.
4. Electronic Patrol application with GPS reporting system
5. Daily emailed Passdown report documenting all activity

## AQUARIUM PARKING STRUCTURE:

- One unarmed security officer, 11:00 am to 7:00 pm, seven days a week, 8 hours per day (time of day can vary if requested by client)
- One unarmed security officer, 7:00 pm to 3:00 am, seven days a week, 8 hours per day (time of day can vary if requested by client)
- One unarmed security officer, 7:00 pm to 3:00 am, Thursday thru Saturday, 8 hours per day (time of day can vary if requested by client)

136 total hours per week

## CITY PLACE PARKING STRUCTURE:

“COMMITTED TO THE COMMUNITY”

- One unarmed security officer, 11:00 pm to 3:00 am, Friday and Saturday, 4 hours per day (time of day can vary if requested by client)

8 total hours per week

**REQUESTS FOR ADDITIONAL OFFICERS:**

- |   |                  |
|---|------------------|
| • Unarmed Security Officer                | \$17.00 per hour |
| • Unarmed Security Officer (with vehicle) | \$21.00 per hour |
| • Armed Security Officer                  | \$25.00 per hour |
| • Armed Security Officer (with vehicle)   | \$29.00 per hour |

PLATT Security will charge time and a half for eight Holidays per year, New Year's Eve & Day, Easter Sunday, Independence Day, Memorial Day, Labor Day, Thanksgiving and Christmas Day.

**DESCRIPTION OF SERVICES**

PLATT will provide security services to observe and report at the locations set forth and during the times as directed from time to time by the CLIENT. The type and amount of services to be provided by PLATT is in the sole discretion of the CLIENT. PLATT is not advising the CLIENT regarding the type and amount of security required for the CLIENT's facilities nor is CLIENT relying on such advice. Rather, PLATT is only providing the security services determined to be necessary or desirable by the CLIENT

The security service shall consist of patrols on a random basis at CLIENT's location(s) and to answer calls for service by PLATT's agent to a request for assistance transmitted to PLATT by dispatch or by telephone from CLIENT or CLIENT's customers.

The services provided for herein are intended to provide a visual presence in an attempt to deter unwanted activity. PLATT makes no guaranty or warranty, including any implied warranty; that the services supplied will avert or prevent unwanted activity or the consequences therefrom.

The security services shall include the following at no additional charge.

1. One hand held Smart Phone with PLATT Security's reporting system (emailed reporting)
2. Twenty-four hours a day, seven days a week, central dispatch service from PLATT Security's Corporate Dispatch Center.
3. Field inspections from PLATT supervisors and field managers.
4. All uniforms, equipment as needed.

All personnel shall perform such tasks as reasonably requested by the CLIENT. PLATT is an independent contractor. All personnel are employees of PLATT and PLATT is responsible for all wages, taxes, unemployment benefits, social security, uniforms and any other payments which employers normally are required to pay on behalf of their employees. The CLIENT agrees not to employ or hire, directly or indirectly or thru a contractor, any person who is an employee of PLATT or any person who has been an employee of PLATT, for a period of one (1) year after the termination

**"COMMITTED TO THE COMMUNITY"**

of this agreement. In the event of a breach by the CLIENT of this provision of the Agreement, PLATT and the CLIENT agree that actual damages may be difficult or impossible to calculate. Therefore, in the event CLIENT breaches this section, the CLIENT shall pay the sum of five thousand dollars (\$5,000.) as liquidated damages per employee hired. The CLIENT further agrees no gratuities or gifts be given employees of PLATT.

PLATT will provide all personnel and equipment as reasonably requested in advance by CLIENT and listed under "Services Provided" for the stated rates. All such overtime must be approved by PLATT in advance. Additional Security Officers and/or hours requested with a 5 business day notice will be billed at the above stated rates per hour with an eight hour minimum. Requests for additional officers and/or hours with less than five business days notice will be billed at overtime rates. PLATT will charge time and a half for officers working over eight hours, as per state law. The only additional charges will be overtime for court time (four hour minimum) resulting from Subpoenas while under this contract.

### **INSURANCE**

PLATT shall provide to CLIENT proof of general liability insurance against all claims by its officers, agents, or employees of which CLIENT shall be named as additional insured to the extent of the liabilities assumed herein by PLATT. Said policy shall, at all times, be in an amount of not less than \$3,000,000.00 (Three Million Dollars) in liability limits. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of California. PLATT shall deliver to CLIENT customary certificates naming them as additional insured by endorsement.

### **INDEMNIFICATION, INSURANCE, AND LIMITS OF LIABILITY**

CLIENT acknowledges that PLATT is not an insurer, and that the security services provided hereby do not constitute maximum security. The security services are only to observe and report and are intended to act only as a deterrent and to provide only a degree of security. The amounts payable to PLATT under this agreement are not based upon the value of the CLIENT'S property, nor the property of others located in or about CLIENT'S premises. The services provided under this Agreement are solely for the benefit of CLIENT and neither this Agreement nor any services rendered hereunder shall create or be deemed to create any rights in any other party as a third party beneficiary. PLATT agrees to protect, indemnify, defend and hold harmless CLIENT and its respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "CLIENT") against all claims, losses or damages to persons or property, arising out of PLATT'S negligence or willful misconduct, except that nothing in this indemnification shall require PLATT to indemnify CLIENT for that portion of any claim arising out of the negligence or willful misconduct of the CLIENT, its respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "CLIENT").

CLIENT agrees to protect, indemnify, defend and hold harmless PLATT and its owners, managers, subsidiaries, affiliates, employees and agents for all claims, losses or damages to persons or property, arising out of CLIENT'S negligence or willful misconduct.

### **TERMINATION**

**"COMMITTED TO THE COMMUNITY"**

This Contract may be terminated by either party without cause, upon 30 days written notice to PLATT. There will be no penalties incurred upon termination. In the event payment is not received PLATT reserves the right to terminate service with 24 hours notice.

**ATTORNEY FEES**

In the event it shall become necessary for either party to institute legal proceedings to collect the cost of any charges as set forth herein or enforce the terms of this Agreement, then and in such proceeding, the prevailing party shall be entitled to collect reasonable attorney's fees where permitted by law.

**ASSIGNMENT**

Neither party shall assign any rights or delegate any obligations hereunder without the express written consent of the other party. Any such attempted assignment or delegation shall be null and void.

**ENTIRE AGREEMENT**

This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire contract between the parties relating to said subject matter. This Contract may not be amended or modified except by an instrument in writing executed by the parties hereto.

**WAIVER**

No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provision hereof, or a waiver of any subsequent breach of the same covenant, condition or provision hereof.

**GOVERNING LAW**

This Contract shall, in all respects, be interpreted, construed, enforced and given effect according to the laws of the State of California.

**CAPTIONS AND CONSTRUCTION**

The captions used as headings of the various Sections hereof are for convenience only, and the parties agree that such captions are not to be constructed to be part of this Contract or to be used in determining or construing the intent or context of this Contract.

Please indicate your acceptance of the aforementioned terms and conditions by signing below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**CENTRAL PARKING SYSTEM, INC.**

**PLATT SECURITY, INC.**

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

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

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**“COMMITTED TO THE COMMUNITY”**

**Appendix G  
Sample Staffing Plan**

Location	Position	Current Hours	Notes
Management	Project Manager	40	
	Sr. Facility Mgr	40	
	Facility Manager	40	
	Personnel	16	Does not work onsite
	Asst Mgr Admin	40	
Subtotal		176	
Lincoln Garage	Lead	40	
	Maint	32	
Subtotal		72	
Aquarium	Supervisor 1	40	
	Supervisor 2	16	
	Admin 1	40	
	Admin 2	22	
	Maint 1	40	
	Maint 2	40	
	Lead 1	40	
	Lead 2	40	
	Cashier 1	40	*
	Cashier 2	20	*
	Cashier 3	20	*
	Cashier 4	0	
	Cashier 5	0	
	Cashier 6	0	
Cashier 7	0		
Cashier 8	0		
Cashier 9	0		
Cashier 10	0		
Subtotal		358	
City Place (A, B, and C)	Supervisor 1	24	
	Supervisor 2	40	
	Supervisor 3	0	
	Admin 1	40	
	Admin 2	20	
	Admin 3	20	
	Admin 4	20	
	Maint Lead	24	
	Maint 1	40	
	Maint 2	40	
	Maint 3	40	
	Maint 4	32	
	Lead 1	40	
	Lead 2	40	
	Cashier 1	40	
	Cashier 2	16	**
	Cashier 3	20	**
Cashier 4	20	**	
Subtotal		516	
100 West	Cashier 1	35	*
	Cashier 2	40	*
	Cashier 3	32	*
	Cashier 4	0	*
	Cashier 5	0	
	Cashier 6	0	
Subtotal		107	
Search Lots	Maint 1	40	
	Admin 1	20	
	Admin 2	20	
	Admin 3	20	
Subtotal		100	
Downtown Lots	Maint 1	8	
	Maint 2	16	
	Maint 3	0	
Subtotal		24	
<b>Total Hours</b>		<b>1,353.00</b>	

\* Cashiers became ambassadors upon automating

\*\* Split hours between multiple locations

<b>Appendix H-1</b>	
<b>Proposed Capital Improvement Project Costs</b>	
<b>Parking Structures</b>	
<i>City Place Lot A Improvements</i>	\$ 350,792.82
Level 1	
Mobilization and Equipment	\$ 22,773.82
Stairs and Handrails	\$ 12,066.01
External Floor Trim	\$ 2,369.56
Fire Hose Reel Boxes	\$ 360.71
Stencil Work (speed limit, yield, etc).	\$ 383.94
Ceiling and beams	\$ 130,188.20
Columns	\$ 6,010.59
Paint Exposed Pipe Utilities	\$ 2,445.35
Electric Room Door	\$ 84.04
Metal Fence	\$ 258.66
Traffic Hazard Marking on Columns	\$ 5,565.58
Walls	\$ 13,960.23
Level 2	
Ceiling and beams	\$ 115,450.37
Columns	\$ 4,759.19
Paint Exposed Pipe Utilities	\$ 2,442.65
Traffic Hazard Marking on Columns	\$ 5,565.58
Walls	\$ 15,312.72
Level 3	
Light Poles	\$ 608.07
Metal Fence	\$ 3,431.74
Walls	\$ 6,755.81
<i>City Place Lot B Improvements</i>	\$ 330,000.00
<i>City Place Lot C Improvements</i>	\$ 330,000.00
Solar Panels (Outside)	Unknown
Solar Shade Canopies (Roof Level)	Unknown
Repainting the Garage	Unknown
New Lighting	Unknown
Spalling (per structure)	\$ 130,601.00
100 W Broadway - Automation	\$250,000
Fiber Optics	\$250,000
Additional pay station	\$200,000
Cameras	\$ 100,000.00
Aquarium Elevators	Unknown

**APPENDIX I-1  
Maintenance Schedule Summary**

Parking Facility		Maintenance Services Required														
#	Facility Name	Parking Equipment Type	Sweeping	Trash Removal	Clean Signage	Coin Bumper / Equipment	Grills / Removal	Chair Office	Landscape Maintenance	Clean Machines	Inventory	Company / Vendor Point	Brewery Cleaning	Pressure Washing	Parking Equip	Air Conditioning
1	Coverway Bay/OP Parking Structure	addons	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	daily	monthly	daily	monthly
2	Boardway Garage/Civic Center	amano	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	daily	monthly	daily	monthly
3	Lincoln Garage	none	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	daily	monthly	daily	monthly
4	300 West Broadway	addons (factory installation)	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	daily	monthly	daily	monthly
5	City Plaza A	amano	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	daily	monthly	daily	monthly
6	City Plaza B	amano	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	daily	monthly	daily	monthly
7	City Plaza C	amano	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	daily	monthly	daily	monthly
8	Pier Point Landing	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
9	Marina Greens	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
10	City East	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
11	4th & Pacific	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
12	Belmont Pier	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
13	M-1	none	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
14	State/Church Lot	none	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
15	3rd & Pacific	none	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
16	Shoreline Gateway 1	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
17	Shoreline Gateway 2	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
18	Shoreline Gateway 3	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
19	American Hotel (Lung Beach & Bay)	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
20	7th & Pacific	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
21	Marine Park (Mother's Beach)	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
22	Grandiff and Ocean	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
23	Grandiff Launch Ramp	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
24	La Verne and Ocean	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
25	SEF/Charmost and Ocean	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
26	Leeway Sail Center	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
27	Charmost Launch Ramp	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
28	Drone Launch Ramp	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
29	7th/Place and Ocean Blvd (Overlook)	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
30	2nd/Place and Ocean Blvd	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
31	Marina Stadium Launch Ramp	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
32	Abbotson Beach	posts	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a
33	Promenade Lot	T2-Digital	daily	as needed	weekly	weekly	as needed	daily	bi-weekly	weekly, or daily as needed	weekly	as needed	n/a	n/a	daily	n/a



# Appendix J-1

## Sample Parking Structure Inspection Form

<b>Location Name:</b> Queensway Bay / AOP Structure	<b>Inspected By:</b>	<b>Inspection Date:</b>	<b>Reviewed By:</b>	<b>Reviewed Date:</b>
--	----------------------	-------------------------	---------------------	-----------------------

	Frequency	Condition	Frequency	Condition
	A U N/A	A U N/A	A U N/A	A U N/A
<b>A. Maintenance Services</b>				
Cleaning and picking up trash on the floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash cans emptied	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash room clean of debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash room pressure washed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Power sweeping parking surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General cleaning of walls, pipes, railings, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleaning directional signs and clearance bars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gum removal from all surfaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure washing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Miscellaneous pressure washing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All areas clear of hazardous materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wet Floor signs posted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleaning oil spots in the garage.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint condition (walls, bollards, ent/exits, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Touch up re-stripping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking equipment clean	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

	Frequency	Condition	Frequency	Condition
	A U N/A	A U N/A	A U N/A	A U N/A
<b>B. Engineering Services</b>				
Lighting maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking control equipment working correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire equipment system testing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air conditioning maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhaust fans working correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CO2 sensors working correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CCTV system working correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rolling gates serviced and working correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

Frequency: D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=Annually, N=As Needed Condition: A=Acceptable, U=Unacceptable, N/A=Not Applicable

# Parking Structure Inspection Form

Location Name: Queensway Bay / AQP Structure	Inspected By:	Inspection Date:	Reviewed By:
			Reviewed Date:

	Frequency	Condition	A	U	N/A
<b>C. Elevators / Stairwells</b>					
Elevators working	D		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevator cleaning	D	Non-slip strips on stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevator film replacement	M	Handrails clean and sturdy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevator floor replacement	M	Sufficient Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevator lobbies clean	D	Doors working properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevator maintenance	M	Exit signs clean & properly lighted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All lights/buttons working correctly	W	Stairwell / Lobby pressure washing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permits current and posted correctly	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

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	Frequency	Condition	A	U	N/A
<b>D. Rooms / Miscellaneous</b>					
Trash Room(s)	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking Office	W	Parking staff appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Room(s)	W	Disabled parking spaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Control Room(s)	W	Gate arm padding along entire length	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevator Mechanical Room(s)	W	Condition of all signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storage Room(s)	W	Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restroom(s)	W	Security staff appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical Room(s)	W	Elastomeric coating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone Room(s)	W	Pressure Wash Trash Rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	W	Pressure Wash Alley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

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Frequency: D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=Annually, N=As Needed  
 Condition: A=Acceptable, U=Unacceptable, N/A=Not Applicable

Appendix K-1

1-Year Ticketing Summary

	City Place	Digital Machines	*100 W. Broadway	**Civic Garage	Aquarium Garage
Tickets Processed	1,070,267	367,747	35,743	117,688	630,060
<b>Total Tickets processed Dec 2014 to Dec 2015</b>			<b>2,221,505</b>		

\*Garage may be demolished and

\*\*In the process of Automating



# EXHIBIT “B”

## Cost Proposal

**Attachment K-1**  
**Cost Proposal Worksheet - Year 1**

Queensway Bay / AOP Structure	Broadway Garage / Civic Center	Lincoln Garage	100 West Broadway	City Place A	City Place B	City Place C	Surface Lots (listed in Appendix A-	Total
\$4,435	\$4,435			\$4,435	\$4,435	\$4,435		\$22,175
\$1,109	\$1,109			\$1,109	\$1,109	\$1,109		\$5,545
\$419	\$419			\$419	\$419	\$419		\$2,095
\$ 4,032.31	\$ 2,667.28			\$ 1,993.20	\$ 1,993.20	\$ 1,993.20		\$12,679
\$ 1,008.08	\$ 666.82			\$ 498.30	\$ 498.30	\$ 498.30		\$3,170
\$ 380.65	\$ 251.79			\$ 188.16	\$ 188.16	\$ 188.16		\$1,197
\$ 3,324.40	\$ 2,364.18			\$ 1,888.38	\$ 1,888.38	\$ 1,888.38	\$ 3,050.40	\$14,404
\$ 831.10	\$ 591.05			\$ 472.10	\$ 472.10	\$ 472.10	\$ 762.60	\$3,601
\$ 313.82	\$ 223.18			\$ 178.26	\$ 178.26	\$ 178.26	\$ 287.96	\$1,360
\$ 5,052.59			\$ 2,932.10	\$ 1,684.15	\$ 1,684.15	\$ 1,684.15	\$ 3,757.05	\$16,794
\$ 1,263.15			\$ 733.03	\$ 421.04	\$ 421.04	\$ 421.04	\$ 939.26	\$4,199
\$ 476.96			\$ 276.79	\$ 158.98	\$ 158.98	\$ 158.98	\$ 354.67	\$1,565
\$125	\$125		\$125	\$125	\$125	\$125	\$125	\$875
\$22,771	\$12,852		\$4,067	\$13,571	\$13,571	\$13,571	\$9,277	\$89,679

Shift Leads Added As This Is Required Staffing Per Supplied Labor Worksheet

**Proposed Costs**

**Parking Staff**  
Management Labor Costs  
Management Burden Costs  
Management Benefit Costs

Shift Lead Labor Costs

Shift Lead Burden Costs  
Shift Lead Benefit Costs  
Maintenance Labor Costs  
Maintenance Burden Costs  
Maintenance Benefit Costs  
Ambassador Labor Costs  
Ambassador Burden Costs  
Ambassador Benefit Costs  
Uniforms

**Parking Staff Total**

**Security Payroll**

Golf Cart  
**Security Total**

**Insurance**

**Management Fee**

**Maintenance Services**

Trash Removal  
Clean Signage  
Clean Booths  
Graffiti Removal  
Clean Offices  
Landscape Maintenance  
Clean Machines  
Carpentry Touch Up  
Power Sweep Parking Surface

Elevator Cleaning  
Pressure Washing Services

Air Conditioning  
Maintenance Supplies  
**Maintenance Total**

\$16,203	\$3,147		\$7,270	\$12,538	\$12,538	\$12,538		\$64,234
								\$100,689 to secure lots, not included in price b/c call grayed out
\$16,203	\$3,147		\$7,270	\$12,538	\$12,538	\$12,538	\$0	\$0
\$860	\$419		\$375	\$568	\$518	\$359	\$1,686	\$4,765
\$3,170	\$1,500		\$1,200	\$1,057	\$1,057	\$1,057	\$2,500	\$11,541
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
\$670	\$326			\$440	\$405	\$280		\$2,121
								\$0
\$6,760	\$568			\$6,950	\$6,370	\$4,440		\$25,088
\$500	\$150		\$200	\$200	\$200	\$200	\$625	\$2,075
\$7,930	\$1,044		\$200	\$7,590	\$6,975	\$4,920	\$625	\$29,284

Performed By Supplied Labor  
Performed By Supplied Labor  
Performed By Supplied Labor  
Performed By Supplied Labor  
Performed By Supplied Labor  
Performed By Supplied Labor  
Performed By Supplied Labor  
Assumes Broadway Performed By ABM as part of their scope during the day.  
Assumes Broadway Performed By ABM as part of their scope during the day. City, Annually. All Others  
Performed By Supplied Labor

**Attachment K-1**  
**Cost Proposal Worksheet - Year 1**

<b><u>Parking Equipment Maintenance</u></b>										
Amano			\$260		\$260		\$260		\$260	\$1,300
Digital T-2 Paystations										\$0
Skidata	\$460									\$460
<b>Parking Equipment Maintenance</b>	\$460		\$260		\$260		\$260		\$260	\$1,760
<b><u>Parking Operations</u></b>										
General Office Supplies	\$100		\$100		\$100		\$100		\$100	\$600
Parking Operations Supplies (Tic	\$1,030		\$490		\$735		\$735		\$2,000	\$6,165
Utilities	\$125		\$125		\$125		\$125			\$750
Utility Vehicle	\$137		\$137		\$137		\$137			\$822
Auditing Services	\$725		\$725		\$725		\$725		\$725	\$5,075
<b>Parking Operations Total</b>	\$2,117		\$1,577		\$1,822		\$1,822		\$2,725	\$13,412
<b><u>Contingency Costs*</u></b>										
										\$0
<b>Total Monthly Cost</b>	\$53,511		\$20,799		\$36,741		\$34,527		\$16,813	\$214,695
<b>Total Annual Cost</b>	\$642,132		\$249,588		\$440,892		\$414,324		\$201,756	\$2,576,340

Note - Services which do not need to be provided are shaded gray  
 \*Provide details of contingency costs

## Attachment K-2 Cost Proposal Worksheet - Year 2

Queensway Bay / AOP Structure	Broadway Garage / Civic Center	Lincoln Garage	100 West Broadway	City Place A	City Place B	City Place C	Surface Lots (listed in Appendix A-1)	Total
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**Labor Removed**

	Automating							
\$4,546	\$4,546			\$4,546	\$4,546	\$4,546		\$22,730
\$1,137	\$1,137			\$1,137	\$1,137	\$1,137		\$5,685
\$429	\$429			\$429	\$429	\$429		\$2,145
\$4,133	\$2,734			\$2,043	\$2,043	\$2,043		\$12,996
\$1,033	\$684			\$511	\$511	\$511		\$3,250
\$390	\$258			\$193	\$193	\$193		\$1,227
\$3,408	\$2,423			\$1,936	\$1,936	\$1,936	\$3,127	\$14,766
\$852	\$606			\$484	\$484	\$484	\$782	\$3,692
\$322	\$229			\$183	\$183	\$183	\$295	\$1,395
\$5,179				\$1,726	\$1,726	\$1,726	\$3,851	\$14,208
\$1,295				\$432	\$432	\$432	\$963	\$3,554
\$489				\$163	\$163	\$163	\$364	\$1,342
\$128	\$128			\$128	\$128	\$128	\$128	\$768
\$23,341	\$13,174			\$13,911	\$13,911	\$13,911	\$9,510	\$87,758

Shift Leads Added  
As This Is Required  
Staffing

**Proposed Costs**

**Parking Staff**

Management Labor Costs  
Management Burden Costs  
Management Benefit Costs

Shift Lead Labor Costs

Shift Lead Burden Costs  
Shift Lead Benefit Costs  
Maintenance Labor Costs  
Maintenance Burden Costs  
Maintenance Benefit Costs

Ambassador Labor Costs  
Ambassador Burden Costs  
Ambassador Benefit Costs  
Uniforms

**Parking Staff Total**

**Security**

Payroll  
Golf Cart  
Security Total

**Insurance**

**Management Fee**

\$16,972	\$3,296		\$7,615	\$13,133	\$13,133	\$13,133		\$67,282
								\$0
\$16,972	\$3,296		\$7,615	\$13,133	\$13,133	\$13,133	\$0	\$67,282
\$882	\$429		\$384	\$582	\$631	\$368	\$1,728	\$4,904
\$3,170	\$1,500		\$1,200	\$1,057	\$1,057	\$1,057	\$2,500	\$11,541





# Attachment K-3

## Cost Proposal Worksheet - Year 3

Queensway Bay / AOP Structure	Broadway Garage / Civic Center	Lincoln Garage	100 West Broadway	City Place A	City Place B	City Place C	Surface Lots (listed in Appendix A-1)	Total
-------------------------------	--------------------------------	----------------	-------------------	--------------	--------------	--------------	---------------------------------------	-------

Labor Removed  
Automating

\$4,660	\$4,660		\$4,660	\$4,660	\$4,660	\$4,660		\$23,300
\$1,165	\$1,165		\$1,165	\$1,165	\$1,165	\$1,165		\$5,825
\$440	\$440		\$440	\$440	\$440	\$440		\$2,200
\$4,236	\$2,802			\$2,094	\$2,094	\$2,094		\$13,320
\$1,059	\$701			\$524	\$524	\$524		\$3,332
\$400	\$264			\$198	\$198	\$198		\$1,258
\$3,493	\$2,484			\$1,984	\$1,984	\$1,984	\$3,205	\$15,134
\$873	\$621			\$496	\$496	\$496	\$801	\$3,783
\$330	\$235			\$188	\$188	\$188	\$302	\$1,431
\$5,308				\$1,769	\$1,769	\$1,769	\$3,947	\$14,562
\$1,327				\$442	\$442	\$442	\$987	\$3,640
\$501				\$167	\$167	\$167	\$373	\$1,375
\$131	\$131			\$131	\$131	\$131	\$131	\$786
\$23,923	\$13,503			\$14,258	\$14,258	\$14,258	\$9,746	\$89,946

Shift Leads Added  
As This is Required  
Staffing

### Proposed Costs

#### Parking Staff

Management Labor Costs  
Management Burden Costs  
Management Benefit Costs

Shift Lead Labor Costs

Shift Lead Burden Costs  
Shift Lead Benefit Costs  
Maintenance Labor Costs  
Maintenance Burden Costs  
Maintenance Benefit Costs  
Ambassador Labor Costs  
Ambassador Burden Costs  
Ambassador Benefit Costs  
Uniforms

#### Parking Staff Total

#### Security

Payroll  
Golf Cart  
Security Total

#### Insurance

#### Management Fee

#### Maintenance Services

Trash Removal  
Clean Signage  
Clean Booths  
Graffiti Removal  
Clean Offices  
Landscape Maintenance  
Clean Machines  
Carpentry Touch Up  
Power Sweep Parking Surface  
Elevator Cleaning  
Pressure Washing Services  
Air Conditioning  
Maintenance Supplies  
Maintenance Total

\$17,960	\$3,488		\$8,058	\$13,898	\$13,898	\$13,898		\$71,200
\$17,960	\$3,488		\$8,058	\$13,898	\$13,898	\$13,898	\$0	\$71,200

\$904	\$440		\$394	\$597	\$544	\$377	\$1,771	\$5,027
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\$3,170	\$1,500		\$1,200	\$1,057	\$1,057	\$1,057	\$2,500	\$11,541
---------	---------	--	---------	---------	---------	---------	---------	----------

								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
\$704	\$342		\$0	\$462	\$425	\$294		\$2,227
\$7,102	\$597		\$0	\$7,302	\$6,692	\$4,665		\$26,358
\$526	\$158		\$210	\$210	\$210	\$210	\$657	\$2,181
\$8,332	\$1,097		\$210	\$7,974	\$7,327	\$5,169	\$657	\$30,766

**Parking Equipment Maintenance**

Amaro	\$274	\$274	\$274	\$274	\$274	\$274	\$1,370
Digital T-2 Paystations	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Skidata	\$484	\$0	\$0	\$0	\$0	\$0	\$484
<b>Parking Equipment Maintenance Total</b>	\$274	\$274	\$274	\$274	\$274	\$0	\$1,854

**Parking Operations**

General Office Supplies	\$106	\$106	\$106	\$106	\$106	\$106	\$636
Parking Operations Supplies (Tickets/Monthly Cards)	\$1,082	\$515	\$772	\$772	\$772	\$2,101	\$6,476
Utilities	\$131	\$131	\$131	\$131	\$131		\$786
Utility Vehicle	\$144	\$144	\$144	\$144	\$144		\$864
Auditing Services	\$762	\$762	\$762	\$762	\$762	\$762	\$5,334
<b>Parking Operations Total</b>	\$2,225	\$1,658	\$1,915	\$1,915	\$1,915	\$2,863	\$14,096

**Contingency Costs\***

							\$0
<b>Total Monthly Cost</b>	\$56,998	\$21,960	\$11,741	\$39,973	\$39,273	\$36,948	\$17,537
<b>Total Annual Cost</b>	\$683,976	\$263,520	\$140,892	\$479,676	\$471,276	\$443,376	\$210,444

Note - Services which do not need to be provided are shaded gray

\*Provide details of contingency costs

**Attachment K-4  
Cost Proposal Summary**

	Year 1	Year 2	Year 3	Total
	FY 16/17	FY 17/18	FY 18/19	
Parking Staff	\$1,076,148	\$1,053,096	\$1,079,352	\$3,208,596
Security	\$770,808	\$807,384	\$854,400	\$2,432,592
Insurance	\$57,420	\$58,848	\$60,324	\$176,592
Management Fee	\$138,492	\$138,492	\$138,492	\$415,476
Maintenance Services	\$351,408	\$360,204	\$369,192	\$1,080,804
Parking Equipment Maint	\$21,120	\$21,684	\$22,248	\$65,052
Parking Operations	\$160,944	\$164,940	\$169,152	\$495,036
Contingency Costs	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$2,576,340</b>	<b>\$2,604,648</b>	<b>\$2,693,160</b>	<b>\$7,874,148</b>

**Attachment K-5  
Labor Worksheet**

<b>Queensway Bay / AOP Structure</b>	<b>Ambassadors</b>	<b>Shift Leaders</b>	<b>Maintenance</b>
Total Monthly Hours	381.04	270.625	242.48
Hourly Rate (Average)	\$ 13.26	\$ 14.90	\$ 13.71
Subtotal	\$ 5,052.59	\$ 4,032.31	\$ 3,324.40
Total Burden %	25%	25%	25%
Burden Costs	\$ 1,263.15	\$ 1,008.08	\$ 831.10
Total Monthly Health Benefit Costs	\$ 476.96	\$ 380.65	\$ 313.82
<b>Total Monthly Payroll Costs</b>	<b>\$ 6,792.70</b>	<b>\$ 5,421.04</b>	<b>\$ 4,469.32</b>

<b>Broadway Garage / Civic Center</b>	<b>Ambassadors</b>	<b>Shift Leaders</b>	<b>Maintenance</b>
Total Monthly Hours		173.2	173.2
Hourly Rate (Average)		\$ 15.40	\$ 13.65
Subtotal	\$ -	\$ 2,667.28	\$ 2,364.18
Total Burden %		25%	25%
Burden Costs	\$ -	\$ 666.82	\$ 591.05
Total Monthly Health Benefit Costs		\$ 251.79	\$ 223.18
<b>Total Monthly Payroll Costs</b>	<b>\$ -</b>	<b>\$ 3,585.89</b>	<b>\$ 3,178.41</b>

<b>Lincoln Garage</b>	<b>Ambassadors</b>	<b>Shift Leaders</b>	<b>Maintenance</b>
Total Monthly Hours			
Hourly Rate (Average)			
Subtotal	\$ -	\$ -	\$ -
Total Burden %			
Burden Costs	\$ -	\$ -	\$ -
Total Monthly Health Benefit Costs			
<b>Total Monthly Payroll Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>100 W. Broadway</b>	<b>Ambassadors</b>	<b>Shift Leaders</b>	<b>Maintenance</b>
Total Monthly Hours	233.82		
Hourly Rate (Average)	\$ 12.54		
Subtotal	\$ 2,932.10	\$ -	\$ -
Total Burden %	25%		
Burden Costs	\$ 733.03	\$ -	\$ -
Total Monthly Health Benefit Costs	\$ 276.79		
<b>Total Monthly Payroll Costs</b>	<b>\$ 3,941.92</b>	<b>\$ -</b>	<b>\$ -</b>

**Attachment K-5  
Labor Worksheet**

<b>City Place A</b>	<b>Ambassadors</b>	<b>Shift Leaders</b>	<b>Maintenance</b>
Total Monthly Hours	127.01	144.33	150.11
Hourly Rate (Average)	\$ 13.26	\$ 13.81	\$ 12.58
Subtotal	\$ 1,684.15	\$ 1,993.20	\$ 1,888.38
Total Burden %	25%	25%	25%
Burden Costs	\$ 421.04	\$ 498.30	\$ 472.10
Total Monthly Health Benefit Costs	\$ 158.98	\$ 188.16	\$ 178.26
<b>Total Monthly Payroll Costs</b>	<b>\$ 2,264.17</b>	<b>\$ 2,679.66</b>	<b>\$ 2,538.74</b>

<b>City Place B</b>	<b>Ambassadors</b>	<b>Shift Leaders</b>	<b>Maintenance</b>
Total Monthly Hours	127.01	144.33	150.11
Hourly Rate (Average)	\$ 13.26	\$ 13.81	\$ 12.58
Subtotal	\$ 1,684.15	\$ 1,993.20	\$ 1,888.38
Total Burden %	25%	25%	25%
Burden Costs	\$ 421.04	\$ 498.30	\$ 472.10
Total Monthly Health Benefit Costs	\$ 158.98	\$ 188.16	\$ 178.26
<b>Total Monthly Payroll Costs</b>	<b>\$ 2,264.17</b>	<b>\$ 2,679.66</b>	<b>\$ 2,538.74</b>

<b>City Place C</b>	<b>Ambassadors</b>	<b>Shift Leaders</b>	<b>Maintenance</b>
Total Monthly Hours	127.01	144.33	150.11
Hourly Rate (Average)	\$ 13.26	\$ 13.81	\$ 12.58
Subtotal	\$ 1,684.15	\$ 1,993.20	\$ 1,888.38
Total Burden %	25%	25%	25%
Burden Costs	\$ 421.04	\$ 498.30	\$ 472.10
Total Monthly Health Benefit Costs	\$ 158.98	\$ 188.16	\$ 178.26
<b>Total Monthly Payroll Costs</b>	<b>\$ 2,264.17</b>	<b>\$ 2,679.66</b>	<b>\$ 2,538.74</b>

<b>All Lots (see Attachment A-1)</b>	<b>Ambassadors</b>	<b>Shift Leaders</b>	<b>Maintenance</b>
Total Monthly Hours	294.44		242.48
Hourly Rate (Average)	\$ 12.76	\$ -	\$ 12.58
Subtotal	\$ 3,757.05	\$ -	\$ 3,050.40
Total Burden %	25%		25%
Burden Costs	\$ 939.26	\$ -	\$ 762.60
Total Monthly Health Benefit Costs	\$ 354.67		\$ 287.96
<b>Total Monthly Payroll Costs</b>	<b>\$ 5,050.98</b>	<b>\$ -</b>	<b>\$ 4,100.96</b>

**Attachment K-5**  
**Labor Worksheet**

**Management Staff**

Project Manager	\$	5,416.67
Senior Facilities Manager	\$	4,583.33
Facilities Manager	\$	4,166.67
Personnel	\$	-
Office Manager	\$	-
Administrative Staff	\$	8,008.00
Shift Leaders		
Subtotal	\$	22,174.67
Total Burden %		25%
Burden Costs	\$	5,543.67
Total Monthly Health Benefit Costs	\$	2,093.29
Total Monthly Payroll Costs	\$	29,811.63
<b>Allocation to each location</b>	<b>\$</b>	<b>5,962.33</b>

# EXHIBIT “C”

City’s Representative:

April Walker, Community Projects Officer

(562) 570-6561



# EXHIBIT "D"

Materials/Information Furnished: None

# EXHIBIT "E"

Operator's Key Employee:

John Svendblad

(310) 446-7925