

"This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment."

**CITY OF CHARLOTTESVILLE, VIRGINIA
CONTRACT FOR PARKING MANAGEMENT SERVICES**

THIS AGREEMENT made as of April 1, 2014, between the City of Charlottesville, Virginia, a municipal corporation (hereinafter referred to as the "City"), and **CHARLOTTESVILLE PARKING CENTER, INC.**, a Virginia Corporation, whose address is 108 5th Street, N.E., Charlottesville, Virginia, 22902 (hereinafter, "Operator").

WHEREAS, the City issued a Request for Proposals dated December 13, 2013 ("RFP") seeking parking management services for the public parking garage located on East Market Street in Charlottesville, Virginia ("Market Street Parking Garage"), 11 parking spaces located in a parking structure at 411 East High Street ("J&DR Spaces"), and 63 parking spaces located in a surface lot at 701 East Market Street ("SNL Lot Spaces"); and

WHEREAS, the Operator submitted a proposal, dated January 16, 2014 ("Proposal") in response to the RFP; and

WHEREAS, the City has determined the Operator to be fully qualified to provide the Services and that Operator has submitted the best proposal; and

WHEREAS, the City's engagement of the Operator is based upon the Operator's representations to the City that it is (i) an organization experienced in the type of services the City is engaging the Operator to perform; (ii) to the extent required by law, the Operator is authorized and licensed to do business within the Commonwealth of Virginia and the City of Charlottesville, Virginia, where the Project is located; (iii) is qualified, willing and able to perform the Services; and (iv) has the expertise and ability to provide Services which will meet the City's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Parking Garage;

NOW, THEREFORE, the parties hereto set forth their agreement as follows:

SECTION 1. DEFINITIONS

The terms listed herein shall have the respective meanings set forth in this section, unless otherwise specifically defined elsewhere in this agreement.

Capital improvements means construction, alterations, repairs, replacements or upgrades which maintain or increase the value of the Parking Garage structure, or the cost of which exceed the amount of \$10,000.00.

Common areas refers to the following: elevator landings, elevators, stairways, toilets, entrances and exits; and parking areas.

Calendar year refers to a twelve-month period beginning on the first day of January each year.

Contract year refers to a twelve-month period beginning on the Commencement Date specified within Section 2, and each anniversary thereof during the Term of this agreement.

Gross Revenues means and includes all monies (cash, checks, credit card receipts, etc.) from any source(s) whatsoever, collected or received by the Operator from or in connection with its operation and management of the Parking Garage, as well as any amounts agreed to by the City and the Operator pursuant to Section 6 of this Agreement. The following are excluded from this definition of Gross Revenues: insurance proceeds recovered by the Operator to cover

damage to property owned by the Operator; and federal, state, county, municipal sales taxes or other taxes separately stated and collected from Garage patrons.

Net Revenues means and refers to the Gross Revenues for a calendar month, less the Allowable Operating Expenses for that same month.

Operating expenses, allowable refers to the following expenses: (i) Wages, salary and related costs (including Social Security taxes, payments for unemployment insurance and workers' compensation coverage, and the cost of fringe benefits) for personnel employed on-site, on a full-time basis, not attributable to work performed by such personnel for any other of the Operator's businesses or operations; (ii) the cost of necessary contract services and supplies including, but not limited to non capital improvements, uniform cleaning services, janitorial services, postage, snow/ice removal, purchase of parking ticket supplies, etc.; (iii) the cost of insurance coverage required by the City; (iv) refunds provided to Garage patrons; (v) costs of routine preventative maintenance, general maintenance and repairs made by the Operator to the Parking Garage, up to the dollar limits specifically approved in advance by the City; (vi) the cost (principal and interest on amounts financed) of necessary furniture, fixtures and equipment, and applicable personal property taxes (if such property is to be the property of the Operator prior to expiration or termination of this Agreement), where the purchase of such property is approved in advance by the City pursuant to section 3(B); and (vii) overhead expenses of the Parking Garage operations, subject to the approval of the City. The following are specifically **excluded** from **allowable operating expenses**: Debt service (other than that referenced in item (vi), above); personal property taxes; franchise taxes or fees levied on the Operator by another party; sales taxes (City shall provide the Operator with a sales tax exemption form); money used for change or petty cash funds; overhead expenses related to any business or operations of the Operator other than the Parking Garage; utilities (which shall be provided and paid for by the City); and interest, penalties or service fees charged to the Operator in connection with any contract, or imposed by a court of law.

Parking Garage Equipment refers to the equipment listed in Schedule B-1 of this Agreement, including, without limitation; ticket machines, ticket gates, barricades, entrance and exit gates, parking attendant booths, cameras, monitors, and computer hardware/software.

Structural elements refers to the following components of the Parking Garage: roof, exterior walls, structural supports, windows and major systems such as plumbing, electrical, heating, ventilating and air conditioning.

SECTION 2. TERM

A. Term of Agreement. The term of this agreement shall be a period of one (1) year, commencing on **April 1, 2014** ("Commencement Date"). This contract may be renewed by the City for nine (9) additional one (1) year periods under the terms and conditions of the original contract. Renewals shall be automatic unless the City states its intention to not renew, in writing, thirty (30) days prior to the expiration of the current term.

Management of the SNL Lot Spaces will begin on a date mutually agreed to by the City and the operator, but no later than July 1, 2014. Management of the J&DR Spaces will commence on April 1, 2014.

B. Surrender of Possession. Operator agrees that, upon the expiration or earlier termination of this agreement, it will vacate the Premises and deliver full possession thereof to the City in as good condition as received, ordinary wear and tear excepted.

SECTION 3. PARKING MANAGEMENT SERVICES

A. Garage Operations.

(1) The Operator shall provide Parking Management Services ("Services") in accordance with the terms, conditions and provisions set forth within **Exhibit A**, attached and incorporated herein by reference.

(2) In its use, operation and management of the Parking Garage, the Operator shall not, on the grounds of race, color,

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religion, handicap, sex, or national origin, discriminate against any person or group of persons in any manner prohibited by federal law.

(3) The Operator shall conduct its activities in a manner that will not disturb the peaceful enjoyment of any neighboring property by the owner or occupant thereof.

B. Purchase of Certain Furniture, Fixtures and Equipment.

(1) The City shall provide necessary parking garage equipment for Operator's use. The equipment provided by the City as of the Commencement Date of this Agreement is listed in Schedule B-1, attached and incorporated herein by reference. Any other equipment purchased or used by Operator shall be at its sole expense.

(2) Operator shall notify the City in the event it determines that the purchase of additional parking garage equipment is necessary (including, without limitation, replacement of current items which have been worn out or which have become obsolete, which have been stolen, or which have been damaged by vandalism). Upon approval by the City, such equipment shall be procured by the City, and shall be and remain the property of the City throughout the term of this Agreement. When parking garage equipment is purchased or disposed of, the parties' representatives shall amend Schedule B-1.

C. **Signs.** Operator shall not erect or maintain on or within the Parking Garage any new sign or advertisement without the prior written approval of the City Manager, or his designee, and the Zoning Administrator. Where permitted in connection with a temporary or special event, signage may be provided by the City but will be set in place and removed by the Operator as required by the City.

D. Cash Operation Required.

(1) The Operator shall establish and maintain revenue control procedures acceptable to the City in its sole discretion. Operator will provide a locked safe, bolted to the floor in a secure area of its office or booth within the Parking Garage, for temporary holding of cash, checks, and other monies.

(2) Operator shall maintain sufficient working capital to operate on a cash basis. Operator shall not conduct its operations on a credit basis unless expressly approved in advance by the City.

(3) If any cash is misplaced or lost while in the custody of the Operator, the Operator shall report the missing or lost money to the City within twenty-four (24) hours. The Operator, at no expense to the City, shall replace the full amount of cash misplaced or lost in full within fourteen (14) days, unless the City and the Operator agree to a longer period of time. The amount of missing or lost cash shall be established by using journal tapes, receipts, counters and other available sources of information. The City may conduct its own investigation any incident of misplaced or lost cash and shall have the right of access to examine all books, records, tapes, receipts, counters and other information sources within Operator's possession.

(4) If any cash is stolen, the Operator shall notify the City Police immediately after the theft is discovered. The Operator shall also notify the City, no later than 24 hours after the Police have been notified. The Operator shall file a claim with the appropriate insurance carrier in order to recover the amount of stolen cash. The City may conduct its own administrative investigation of any reported theft of cash. The City (in its conduct of an administrative investigation) and its Police Department (in its conduct of a criminal investigation) shall have the right of access to examine all books, records, tapes, receipts, counters and other information sources within Operator's possession.

E. **Maintenance.** The responsibilities of the Operator and the City with respect to maintenance, repairs and improvements to the Parking Garage and Parking Equipment are set forth within Exhibit B, attached and incorporated herein by reference.

F. Review of Operator's Performance.

(1) At least ninety (90) days prior to each anniversary of the Commencement Date, the City will conduct an evaluation of the Operator's performance during the preceding months of the contract year. In conducting this evaluation the City will consider the following factors and discuss with the Operator its assessment of each:

- a. Revenue performance and other financial accomplishments during the contract year;
- b. Timeliness of financial reports;
- c. The quality, consistency and timeliness of performance by Operator of its maintenance obligations;
- d. Responsiveness to complaints made by City or garage users;
- e. Efforts to maintain and increase the gross revenues of the parking garage operations including recommended efficiencies and implementation of best practices;
- f. Operator's financial objectives for the upcoming contract year, as communicated to the City by the Operator;
- g. Budget and Operational comparisons with previous contract years.
- h. Other performance and contractual issues outstanding or unresolved between the Operator and the City.

(2) In the event the City determines Operator's performance during the review period to have been less than satisfactory, the City may elect to terminate this Agreement upon providing thirty (30) days' notice to the Operator.

SECTION 4. ACCOUNTING AND FINANCIAL REPORTS

A. Books and Records.

(1) **Generally.** Operator will keep and maintain accurate books and records of all Parking Garage operations, in accordance with generally accepted accounting principles. The books and records for the Parking Garage shall be kept separate from any and all other business enterprises or operations of the Operator. The City and its authorized representative(s) shall have the right to inspect and copy the books and records. Any inspection conducted by the City shall be conducted upon reasonable notice to the Operator and at time(s) falling within the City's normal business hours. Records retention and destruction shall be in accordance with Library of Virginia requirements.

(2) **Monthly Reports.** The Operator shall deliver to the City a Monthly Revenue and Expense Report ("Monthly Report"), in a format provided or approved in advance by the City. Each Monthly Report shall be delivered to the City within 45 days of the last day of the calendar month that is the subject of the report. Along with this report the Operator shall deposit with the City all Net Revenues for the calendar month that is the subject of the report as provided in Section 5 of this Agreement. Each Monthly Report shall be accompanied by documentation satisfactory to the City, in its sole discretion, of allowable operating expenses for which it seeks reimbursement for the same period.

The City may change the format of the Monthly Report at any time, upon reasonable notice to the Operator. Each Monthly Report must be signed by the person who prepared it and also by the Operator's Garage Manager. A copy of each Monthly Report shall be maintained in the Operator's office within the Parking Garage, from the time created throughout the remaining term of this Agreement. Upon request by the City the Operator shall provide the City with an electronic copy of any Monthly Report, in an electronic format that is used by the Operator in the regular course of its business.

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(3) **Annual Audits.** Upon request, the Operator shall provide the City its annual financial statements, prepared in such manner, with such review or audit, as the Operator uses in the regular course of its business.

B. Operating Budget.

(1) **Initial Operating Budget.** Operator's operating budget for the initial year of this Agreement is set forth within Schedule B-3, attached and incorporated herein by reference.

(2) **Annual Budget.** On or before November 1 of each year, the Operator shall submit to the City, in a form prescribed by the City, a proposed operating budget for the upcoming year.

(3) **Contents of Budget.** Each required Budget must contain an estimate of all Gross Revenues and allowable operating expenses anticipated by Operator to be realized or incurred during the applicable calendar year.

a. In the event the Operator wishes to add a particular expense to the list of items included as "allowable operating expenses," as set forth within section 1 of this Agreement, the Operator shall identify that expense within its proposed budget and specifically request the City's approval of the expense for treatment as an allowable operating expense during the applicable calendar year.

b. If, in Operator's reasonable opinion, allowable operating expenses will vary more than 10% from those originally anticipated within an approved budget, Operator shall immediately notify the City. Explanation of the basis upon which Operator has rendered its opinion shall be included as part of the Operator's submission.

(4) **Approval by City Required.** Upon receipt of a proposed budget from the Operator the City shall, within 21 days either approve the budget or notify the Operator of deficiencies that prevent the approval of such budget. If no budget is approved prior to the commencement of the calendar year for which such budget is required, the City, at its sole option, shall have the right to either: (a) terminate this agreement, or (b) limit Operator's fees and allowable expenses to those applicable as of the date on which the budget most recently approved by the City took effect.

SECTION 5. MANAGEMENT FEE

A. The City shall pay to the Operator a monthly Fee ("Management Fee") for its performance of the Services that are the subject of this Agreement. The amount of the Management Fee shall be determined by the City as follows: by multiplying the gross parking revenues for the preceding calendar month by four percent (4%).

B. Within fifteen (15) days of receiving a Monthly Report from the Operator, together with all required submissions, the City shall (i) make payment to Operator of the Management Fee for the month that is the subject of the Monthly Report, or (ii) notify the Operator in writing of any defect or impropriety within the submission. In the event any defect or impropriety is found within the Monthly Report or accompanying documentation of allowable expenses, or in the amount of Net Revenues submitted for the month in question, the City may withhold from the Management Fee any amount(s) that are in dispute.

SECTION 6. PARKING RATES

A. The Operator shall charge persons using the Parking Garage such rates as may be established by the City from time to time. The City will provide the Operator with notice of a proposed rate change, and an opportunity to be heard on the change, prior to the effective date of the change.

B. The City reserves the right to set special rates and/or maximum daily rates for the Garage. In the event the City requests CPC to charge a special rate under circumstances that would result in a demonstrable adverse impact upon any monthly gross revenues, then the City and the Operator shall establish the amount by which such monthly gross revenues may be adjusted for purposes of calculating the Operator's Management Fee.

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C. The Operator may propose to the City changes in established parking rates, as the Operator deems appropriate. The City may approve, in whole or in part, or disapprove, the Operator's request. No changes or revisions in rates proposed by the Operator shall be effective sooner than ten (10) days after receipt by the Operator of approval from the City, unless Operator and the City agree on an earlier time period.

SECTION 7. RIGHTS AND RESPONSIBILITIES OF CITY

A. **Real Estate Taxes.** The City will pay when due all real estate taxes and levies, if any, assessed against the Parking Garage.

B. **Office Space.** City shall furnish Operator with on-site Office Space and storage space sufficient to accommodate Operator's managerial functions, but in no event exceeding a total of six hundred (600) square feet. The City may change the location of such Office Space upon 45 days' notice to Operator.

(1) On-site office and storage space provided shall be used for Operator's performance of the Services that are the subject of this Agreement.

(2) The City reserves a right of entry for its employees and authorized representatives to enter in and upon the Office and Storage Space, and all other areas of the Parking Garage, in order to conduct inspections, maintenance and repairs, and other activities contemplated by this Agreement.

(3) The City may from time to time promulgate rules, regulations, policies and procedures concerning the use and operation of the Garage. No such rule, policy, procedure or regulation shall take effect sooner than 10 calendar days after a copy thereof has been provided to the Operator, unless Operator and the City mutually agree to an earlier date. In the event that the City proposes a rule, regulation, policy or procedure in conflict with Operator's approved operations plan, the City shall offer the Operator an opportunity to comment upon the proposed change.

C. **Utilities.** The City will provide and pay for all utilities associated with the parking garage operations.

D. **Other.** The City shall have such other rights and responsibilities as expressly set forth elsewhere within this Agreement.

SECTION 8. INSURANCE AND INDEMNIFICATION

A. **Insurance Required of Operator.** The Operator shall purchase and maintain throughout the Term of this Agreement, from a company or companies licensed or authorized to do business in the Commonwealth of Virginia, the following types of insurance protecting from claims and damages which may arise out of or result from the performance or non-performance of Services by the Operator, its officers, officials, employees and representatives ("Required Insurance"):

(1) Workers Compensation Coverage or employer's liability coverage, as may be required by the laws of the Commonwealth of Virginia.

(2) Garagekeepers' liability, in amounts approved by the City, to covering fire, explosion, damage and theft of automobiles, coverage and for riots, civil commotion, vandalism and malicious mischief, collision and upset. Each policy shall be endorsed to name the City of Charlottesville, its officers, officials, and employees as additional insured parties.

(3) Public liability: in limits of no less than \$3,000,000 per occurrence, including coverage for liability arising out of the use and operation of the elevators in the Parking Garage. Each policy shall be endorsed to name the City of Charlottesville, its officers, officials, and employees as additional insured parties.

B. **Verification of Insurance.** Simultaneously with its execution of this Agreement the Operator shall provide the City with one or more certificate(s) of insurance confirming the Required Insurance, signed by a person authorized by the insurance company to bind it to the representations contained therein. The City shall have no responsibility to verify

compliance by the Operator with any insurance requirements. However, upon the request of the City, the Operator shall deliver to the City certificates of insurance and/or copies of policies evidencing the required insurance coverage. Compliance with insurance requirements shall not relieve the Operator of any responsibility to indemnify the City for any liability to the City as specified in any provision of this Agreement.

C. Indemnification. Operator shall indemnify and hold harmless the City, its officers, officials, employees, agents and authorized representatives (individually and collectively, the "City") from and against any and all liabilities, losses, suits, actions, judgments, claims, demands, damages, penalties, fines, expenses and costs, of every kind and nature, incurred by or asserted or imposed against the City by reason of any accident, injury (including death) or damage to any person or property, however caused, resulting from or arising out of any negligent or willful act or omission of the Operator, its employees, agents and any other persons for whose acts or omissions the Operator may be responsible, in (a) Operator's use, development, and/or occupancy of the Parking Garage; and (b) Operator's performance of services, or the exercise of any rights or privileges, pursuant to this Agreement, and (c) any Default by Operator under this Agreement. Operator hereby releases and discharges the City from any and all liability, claim(s) for damages, and/or other claim(s) for relief, of any kind, whether legal or equitable in nature, and from any action or cause of action arising or alleged to have arisen out of circumstances identified in provisions (a), (b), and (c) above. As used herein the term "expenses" shall be construed to include, but shall not be limited to, reasonable costs associated with the investigation, defense and/or reimbursement of liabilities, losses, suits, actions, judgments, claims, demands, damages, penalties, and/or fines, including reasonable fees of consultants, expert witnesses and attorneys.

To the extent authorized by the law of the Commonwealth of Virginia, the City will indemnify and hold the Operator harmless from and against any and all liabilities, losses, suits, actions, judgments, claims, demands, damages, penalties, fines, expenses and costs incurred by or asserted or imposed against the Operator by reason of any accident, injury (including death) or damage to any person or property, resulting from or arising out of a negligent or willful act or omission of the City, its employees, agents or other persons for whose acts or omissions the City may be responsible, in the performance of the City's obligations under this Agreement. Nothing contained in this paragraph is intended, nor shall it be construed, as a waiver of any sovereign or governmental immunity to which the City may be entitled under the laws of the Commonwealth of Virginia.

SECTION 9. DAMAGE OR INJURY TO PROPERTY CAUSED BY CASUALTY

A. Insurance.

(1) The City will insure the Parking Garage structure against damage and loss by casualty.

(2) The City will insure parking garage equipment owned by the City.

(3) The City shall not be liable for any damage or personal injury to Operator, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the Parking Garage or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the City or its employees, and for which the City may be held responsible under the laws of the Commonwealth of Virginia.

B. Restoration. In the event the Parking Garage structure, or any portion thereof, is damaged or destroyed by fire or other casualty, and such damage or destruction materially interferes with the operation of the garage, the City shall, within sixty (60) days after such damage, determine whether it will rebuild, repair or restore the Parking Garage.

(1) In the event the City elects to repair, rebuild or restore the Parking Garage, it shall promptly commence such work and complete it within a reasonable time thereafter.

(2) In the event the City elects not to repair, rebuild or restore the Parking Garage, Operator shall be relieved of any

further obligation under this agreement with respect to the portion(s) of the Garage damaged or destroyed.

SECTION 10. ENVIRONMENTAL PROVISIONS

A. Operator shall not cause or permit any Hazardous Material to be placed, stored, generated, used, released or disposed of in, on, under, or about the Parking Garage premises, unless it has complied with the following : (i) with respect to Hazardous Materials other than oil, petroleum products and/or flammable substances reasonably necessary in connection with Operator's management of the Parking Garage, the prior written consent of the City shall be required; **and** (ii) Operator must comply with all environmental laws and regulations, and with prudent business practices, with respect to such Hazardous Materials **and** (iii) the presence of Hazardous Materials must be reasonably necessary for the operation of Operator's use of the Parking Garage premises.

B. Operator shall comply, and shall at all times ensure that the Parking Garage premises managed and occupied by it are kept in compliance with all applicable federal, state and local laws, ordinances, regulations, guidelines and orders relating to health, safety and protection of persons, the public, and/or the environment, (collectively, "Environmental Laws"), with respect to matters of which Operator has knowledge, or reasonably should have knowledge, and that are within Operator's control as garagekeeper/manager under this Agreement.

C. Operator warrants that it shall keep the Parking Garage premises managed and occupied by it free of all environmental, health or safety hazards and/or nuisances of any kind whatsoever, except as otherwise authorized by Section 10(A), above.

D. Operator shall notify the City immediately upon the discovery of any Hazardous Materials on, in, under or emanating from the Parking Garage premises, any release or threat of release of a Hazardous Materials, illness caused by exposure thereto, as well as any actual, threatened or potential environmental, health or safety liability, including but not limited to claims, lawsuits, notices of violation, complaints, and investigations.

E. As used herein, the term "Hazardous Materials" means: (a) any oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which pose a hazard to the Parking Garage Premises or to the safety and/or health of persons on or about such Premises and/or cause said Premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (b) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing regulated levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", "toxic substance" or similar words under any applicable local, state or federal laws, or any regulations adopted or publications promulgated pursuant thereto, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §§9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§1801, et seq.; the Federal Water Pollution Control Act (CWA), as amended, 33 U.S.C. §§1251, et seq.; The Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. §§6901, et seq.; the Toxic Substances Control Act (TSCA), as amended, 15 U.S.C. §§32601, et seq.; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority, and which may or could pose a hazard to the health and safety of the occupants of the Premises, and/or the owners and/or occupants of any property adjacent to or surrounding the Premises, or to any person entering upon the Premises or adjacent property; and/or (e) any other chemical, material or substance which may or could pose a hazard to the environment or a person.

SECTION 11. NOTICE AND COMMUNICATIONS

A. **City Representative.** The City's designated representative to receive all notices, communications, claims and correspondence pertaining to or required by this Agreement is **Chris Engel, Director, Office of Economic Development**. Within this Agreement, this person may also be referred to as the City's "Contract Manager." All communications, claims and correspondence concerning this Contract shall be sent to the City's representative as follows:

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Mail: P.O. Box 911, Charlottesville, Virginia, 22902
Delivery: 610 East Market Street, Room B-230, Charlottesville, Virginia, 22903
Facsimile: (434) 970-3299
E-mail: engel@charlottesville.org
Telephone: (434) 970-3110

B. Operator's Representative. The Operator's designated representative to receive all notices, communications, claims and correspondence pertaining to or required by this Contract is **James Berry, President of CPC**. All communications, claims and correspondence concerning this Contract shall be sent to the Operator's representative as follows:

Mail: P.O. Box 262, Charlottesville, Virginia, 22902
Delivery: 108 5th Street, N.E., Charlottesville, Virginia, 22902
Facsimile: 434-295-3833
E-mail: jberry6063@cs.com
Telephone: 434-977-1812

C. Written notices required by this Contract shall be considered duly given if the original is: (i) hand delivered; (ii) delivered by facsimile; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the person(s) and address(es) set forth above. Notices hand delivered or delivered by facsimile shall be deemed given as of the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting. Notices sent by Federal Express, United Postal Service, or other similar services shall be considered hand deliveries.

D. The representatives of the City and the Operator, or their designees, will meet on at least a quarterly basis to engage in discussion of matters of concern to them (including, without limitation, rates, maintenance issues, communications problems, financial performance, etc.).

SECTION 12. TERMINATION

A. Termination at City's Option. The City may terminate this Agreement, at its sole option, pursuant to the provisions of Section 3(F) (*Unsatisfactory Performance Review*).

B. Default of Operator. The City may elect to terminate this agreement upon giving reasonable written notice to the Operator, upon a material breach of the Agreement by the Operator, including, without limitation, any one or more of the following events, each of which shall be deemed a material breach and default:

- (1) Abandonment of the Parking Garage operations by Operator;
- (2) Assignment by Operator of its rights or responsibilities under this Agreement without the advance written consent of the City;
- (3) Operator's failure to remit any Revenues to the City when due in accordance with the provisions of this Agreement;
- (4) Operator's misrepresentation of facts or data required to be set forth within any required financial report;
- (5) Operator's failure to observe any requirement imposed by federal or state law, or any ordinance of the City of Charlottesville, applicable or relating to Operator's use and management of the Parking Garage;
- (6) Operator's filing of a petition in bankruptcy, or assignment for the benefit of creditors; or
- (7) Operator's failure to obtain or maintain insurance required by this Agreement;

In connection with material breaches other than those described within (B) (1)-(7), above, the City shall allow the Operator a period of not less than 21 calendar days to cure its default; however, if the breach is not remediable then the City's written notice may state the acts or omissions constituting the breach and state that the Agreement will terminate upon a specific date which shall be a reasonable time after the notice is sent to the Operator. If the City elects to terminate the Agreement in response to Operator's default, the Operator shall be liable for all monetary amounts owed by it to the

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City, for all expenses and costs incurred by the City in connection with or as a result of the default, for any court costs and reasonable attorneys fees incurred by the City to enforce the provisions of this Agreement and/or to eject the Operator from the premises of the Parking Garage or any portion thereof.

C. Default of City. The Operator may terminate this Agreement upon a material breach of this Agreement by the City, following 60 days' advance written notice and reasonable opportunity for the City to cure the breach.

D. Dispute Resolution. In case of any dispute, claim, question, or dispute arising from or relating to performance of this Agreement, or a breach of this Agreement, the parties shall initially attempt resolution through mutual discussion. If the parties to this Agreement cannot resolve any dispute, claim, question, or dispute through mutual discussion, then, prior to initiating any litigation, the parties will in good faith participate in private, non-binding facilitative mediation. All parties to mediation shall, in a manner consistent with the discovery provisions of the Rules of the Supreme Court of Virginia, promptly provide all other parties to the mediation with copies of documentation relevant to the support or defense of the matter being mediated. The parties shall not be required to mediate for a period longer than ninety (90) calendar days, unless otherwise agreed in writing. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for their own expenses (e.g., attorneys' and accountants' fees) otherwise incurred. In the event that a statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute, upon the condition that such party immediately seeks a stay of such litigation pending the conclusion of mediation. During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competency until the mediation period expires or the dispute is otherwise resolved.

SECTION 13. MISCELLANEOUS

A. Independent Contractor. Operator is an independent contractor, and neither it nor its employees or agents shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. Operator shall have sole responsibility for its staff in the performance of Services under this Agreement, including their work, personal conduct, directions and compensation.

B. Modification. The parties may modify this Agreement during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement.

C. Severability. In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

D. Headings. Section and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

E. No Waivers. No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Operator shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Operator, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.

F. No Assignments. Operator shall have no right to assign, in any manner or fashion, any of the rights, privilege or interests accruing to it under this Agreement, or any obligations hereunder, to any other individual or entity, without the prior written consent of the City. In the event of an assignment Operator shall remain fully liable for the performance of

Ref. City RFP # GARAGE MANAGEMENT/14-42

all obligations imposed by this Agreement unless otherwise specifically agreed, in writing, by the City.

G. Binding Effect of Agreement. The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.

H. Governing Law. In all aspects, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All litigation arising out of this Agreement shall be commenced and prosecuted in the federal, state or local court(s) within the City of Charlottesville, Virginia.

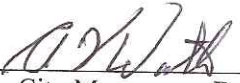
I. Counterparts. This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of such counterparts shall constitute one and the same agreement.

J. Entire Agreement. This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each party to the terms and conditions of the foregoing Agreement:


CITY OF CHARLOTTESVILLE


CHARLOTTESVILLE PARKING CENTER, INC.

By: 
City Manager or Designee

By: 
President

I Certify That Funds Are Available:


Director of Finance or designee


Budget Director or designee

Agreement Approved as to Form:


City Attorney or Designee

Attachments:

Exhibit A: Parking Operations (Scope of Services)

Exhibit B: Maintenance and Improvements

Schedule B-1: Parking Garage Equipment (4/01/14)

Schedule B-1A: Market Street Garage Lighting

Schedule B-2: Parking Garage Maintenance; Allocation of Functions (04/01/14)

Schedule B-3: Operator's 2014 Operating Budget

EXHIBIT A. PARKING OPERATIONS

The Operator shall provide parking operations and management services as per Request for Proposal GARAGE MANAGEMENT/14-42 dated December 13, 2013 and all addenda and Operator's response to same dated January 16, 2014 and all addenda.

1. Operator shall furnish prompt, efficient and courteous service to the general public and the tenants using the Parking Garage.
2. Operator shall manage and operate the Parking Garage so that it remains open for public use on such days and during such hours specified by the City.
3. Operator shall not permit free parking in the Garage by the general public unless specifically directed to do so in writing by the City (including, without limitation, administration of the parking validation program requested by the City). Nothing shall be construed to prohibit free parking of vehicles in the Garage where necessary in connection with required operation, maintenance, repair or replacement work on or in the Garage or any of its equipment, to comply with any agreement between the City and another party, or in connection with any inspection by the City or its authorized agents.
4. Operator shall develop a written Operations Plan detailing the means and methods by which it shall perform the Services that are the subject of this Agreement ("Operations Manual"). The Operations Manual shall be submitted to the City for approval within 30 days of the Commencement Date. A master copy of the approved Operations Manual will be maintained at the Operator's administrative offices, and shall be available for inspection and copying by the City, upon request. Thereafter, the Operator may at any time request the City's approval of an amendment to the Operations Manual. The City shall not unreasonably refuse to approve the proposed plan, or amendment thereto; however, under no circumstances shall the City be obligated to approve a plan, or amendment, which in its opinion would result in a loss of revenues to the City. At a minimum, the Operations Manual shall include the following components:
 - a. Complete staffing instructions for each individual duty station, emergency procedure instructions plus maintenance schedules for the Garage.
 - b. A Safety Action Plan for the employees of the Garage. Such plan shall include Material Safety Data Sheets (MSDS) for all chemicals stored or used in the Garage.
 - c. If requested by the City the operator will create a procedure for conducting a nightly inventory of vehicles in the City Garage. This inventory shall be by the license number and general location of each automobile and shall be used in controlling lost and unaccounted tickets. Operator shall, at the direction of the Contract Manager, modify the inventory procedures or forms in accordance with standards established by the City.
 - d. Format and procedure for documenting, in writing, all incidents and accidents occurring within the Garage. (Copies of all incident/accident reports shall be sent to the City by the close of business the following day).
 - e. An employee Code of Conduct.
 - f. Other procedures, forms and regulations as necessary to carry out Operator's responsibilities under this Agreement.
5. Promptly investigate any complaint received by the City concerning the operation of the Garage or the conduct, demeanor or appearance of any employee, invitee or Operator of Operator. The City shall promptly transmit to the Operator a written summary of any such complaint received by it. Operator shall respond in writing to any such complaint within three (3) business days from its receipt by the Operator. Copies of such complaints, along with the response, shall immediately be forwarded to City Contract Manager.

6. In the performance of Services under this Agreement the Operator shall at all times observe and comply with all applicable requirements of federal, state and local statutes, ordinances, and regulations, including, without limitation, orders and directives issued by lawful authority of any governmental agency having jurisdiction and authority with respect to the Parking Garage and the activities conducted therein.
7. Operator shall use its best efforts to maintain and increase the Gross Revenues of the Parking Garage operations. Operator shall not take any action in attempt to permanently divert business to other parking facilities unless authorized in writing in advance by the City (temporary measures taken to refer potential customers to other facilities, during periods when the Parking Garage is fully occupied shall not violate the provisions of this paragraph).
8. Operator shall honor pre-existing agreements the City has entered into with third parties for use of parking spaces within the garage. Upon request, the City will make such agreements available for Operator's inspection.
9. Operator will employ a number of employees on-site sufficient to meet each of Operator's obligations under this Agreement.
 - a. All of Operator's employees shall be adequately trained and supervised to insure that they discharge their duties in a safe, courteous and efficient manner.
 - b. Operator will ensure that its employees display a professional appearance at all times. All employees shall while on duty be safely and appropriately attired so as to present a neat and clean appearance. All employees shall be in uniform at the start of their shifts and shall remain in uniform while on duty.
 - c. The parking booth shall be staffed at all times during which the garage is open for business. During employee relief periods (lunch, breaks, etc.) other personnel must be provided to cover the duties of the person on break.
 - d. Operator shall permit smoking by employees only in designated areas and specifically prohibit smoking by employees within the control booth(s) and Operator's office space.
 - e. Operator's employees may park at no cost within the Parking Garage.
 - f. Operator will insure the City against loss caused by or resulting from theft or misappropriation of funds by Operator's employees.
 - g. All employees shall be at least 18 years of age. Exceptions to this provision may be allowed upon the prior written approval of the City. All employees shall be United States citizens, or lawful alien status. Operator shall document the citizenship or lawful immigration status of all applicants for employment.
 - h. Operator will conduct background checks on potential new employees. The Operator shall not employ in the operation of the Parking Garage any employee who has been convicted of any theft-related felony or misdemeanor (e.g., larceny, bad checks, forgery, etc.).
 - i. Operator shall at all times during its performance of this Agreement pay its employees utilized in the operations of the Parking Garage a Living Wage, as required by the Charlottesville City Code.
10. Operator shall assign an employee to be responsible for day-to-day management of Parking Garage Operations ("General Manager"). The General Manager shall be a qualified and experienced manager with experience in management of public parking facilities. The Garage Manager must, at minimum, possess 3 years' service industry management experience and 6 months' successful parking management experience. Outside Operator's normal business hours, the Garage Manager shall be accessible to Operator's personnel and to the

City, by means of telephone, pager or some other electronic method. In case of an emergency, the Garage Manager, or his/her designee, must respond within 30 minutes after Operator's employees or the City initiate contact. An authorized representative of the Operator, either the Garage Manager or another employee duly authorized to act on behalf of the Operator in response to complaints or requests for assistance, shall be available within the Parking Garage at all times during the hours the garage is open. Such representative shall be vested with authority to resolve customer disputes, to oversee the safety and security of operations, and to respond immediately to calls for service from the City or to emergencies.

Operator and the City have designated the following list of Operator's employees as "key personnel." In the event any such individuals are separated from employment by the Operator, the City shall have the right to approve any proposed replacement(s). Upon request the City shall be provided a list of the qualifications and experience of the proposed replacement(s). The Operator's key personnel are the following: Robert Stroh, Manager.

11. Operator shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Operator. The Operator shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Operator, in all solicitations or advertisements for employees placed by or on behalf of the Operator, shall state that such Operator is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section. The Operator shall include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
12. During performance of this Agreement the Operator agrees as follows: (i) to provide a drug-free workplace for its employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Operator's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Operator that the Operator maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the Operator in accordance with this procurement transaction, where the Operator's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of services in connection with the contract.
13. Operator shall take all reasonable precautions to safeguard and protect the Parking Garage from damage or destruction as a result of casualty, vandalism, and negligent acts and omissions of Operator, its employees and invitees.
14. Operator shall not modify and/or alter any equipment, area, space or structural component of Garage without prior written approval of the City.
15. Operator shall allow inspections of the facilities to be periodically conducted by the City, or its designated representatives. The City shall bear the full cost of any such inspection.

EXHIBIT B: MAINTENANCE AND IMPROVEMENTS

The responsibilities attributed to each party within this Exhibit B indicate the party responsible for specific actions, and do not affect any other aspects of the parties' agreement pertaining to the costs or expenses of such work or whether such costs or expenses may constitute "Allowable Operating Expenses," or may otherwise be allocated to or borne by one of the parties under this Agreement.

CAPITAL IMPROVEMENTS

1. The City shall be responsible for all capital improvements.
2. The City may, at its sole discretion, undertake any capital improvements by any of the following means: (a) by or through its own personnel, or independent Operators selected by the City through procurement procedures; (b) by and through authorization for Operator to make the improvement for reimbursement by the City or for treatment as an allowable operating expense.
3. In the event a capital improvement is necessitated as a result of an act or omission of the Operator (whether resulting from negligence of the Operator or the failure of the Operator to comply with any provision(s) of this Agreement) the Operator shall be required to bear all costs of and associated with the capital improvement.
4. When directed by the City, in writing, all non-capital improvements shall be the responsibility of the Operator.

PARKING EQUIPMENT MAINTENANCE

5. The Operator shall be responsible for repair and maintenance of all Parking Garage Equipment, whether title is held by the Operator or by the City. The Operator may utilize City service contracts or procure its own maintenance services at reasonable costs.
6. The City shall maintain the mechanical equipment indicated on Schedule B-2.
7. Operator shall maintain all parking garage equipment for which it is responsible in clean and working order at all times.

MAINTENANCE OF PARKING GARAGE PREMISES

8. The City will be responsible for the following maintenance of the Parking Garage premises:
 - (a) Repair and maintenance (excluding cleaning) of structural elements of the Parking Garage;
 - (b) Elevator maintenance and repair (excluding cleaning), and other mechanical maintenance and repair as set forth within Schedule B-2, attached and incorporated herein by reference;
 - (c) Painting of major interior areas and exterior trim (excluding "touch up" painting of all areas performed as routine maintenance by OPERATOR); and
 - (d) Snow removal from the top level of the deck only; and
 - (e) Custodial functions identified in Schedule B-2.
9. Operator's responsibilities for custodial care of the Parking Garage premises are as listed on Schedule B-2. The Operator shall keep the premises of the Parking Garage, and all common areas in good and clean order, repair and

condition. Upon the expiration or earlier termination of this Agreement the Operator shall deliver up said premises in like good order, repair and condition as the same now is or shall be at the commencement of the term of this Agreement, ordinary wear and tear excepted.

10. Operator shall conduct a daily inspection of all Parking Garage premises.
11. The Operator shall not allow dirt, paper, rubbish, refuse or trash of any kind to accumulate on the premises. The Operator shall provide trash receptacles for its own use and for use by the public and tenants of the Parking Garage. All trash receptacles shall be emptied and cleaned on a routine basis.
12. The Operator shall be responsible for the maintenance of plantings and landscaping, including the trees and lawn areas surrounding the northwest corner of the Leased Premises.
13. The Operator shall be responsible for snow removal from public sidewalks and driveways adjacent to the Parking Garage entrance.
14. Prior to the commencement of this agreement, the Operator shall submit a proposed maintenance schedule detailing work to be performed and the frequency of occurrence. Such schedule must be consistent with the attached list of responsibilities and be approved by City.
15. If and when the City observes deficiencies in the cleanliness of the garage or other maintenance issues, the City will provide written notice to the Operator. Upon receipt of such notice the Operator shall then remedy the deficiency by close of business on the following day.
16. A complete schedule of mechanical, custodial and maintenance items, including the allocation of responsibilities, follows, identified as "Schedule B-2".

SCHEDULE B - 1

**MARKET STREET PARKING GARAGE EQUIPMENT
(PROPERTY OF THE CITY, April 1, 2014)**

QTY	MANUFACTURER	ITEM DESCRIPTION
5	FAPD	G 90 CD BARRIER GATE WITH STANDARD CONFIGURATIONS, USED, POWDERCOATED SILVER
5	VIKING	CALL UNITS, WILL BE INSTALLED ON BOTH UNIVERSAL ONES AND THE TWO EXIT VERIFIERS AND ONE IN MIDDLE EXIT LANE ON PEDESTAL*
5	VIKING	RELEASE UNIT FOR THE CALL BOX*
2	FAPD	UNIVERSAL ONE TICKET DISPENSER, SILVER
2	FAPD	CONFIG PACKAGE, TICKET DISPENSER, STANDARD PROGRAM
2	FAPD	PUSH BUTTON OPTION, TICKET DISPENSER
2	FAPD	UNIVERSAL ONE PAYMENT KIOSK, WILL PROCESS TICKETS, VALIDATED TICKETS AND ACCEPT CREDIT CARDS FOR PAYMENT, SILVER
2	FAPD	UNIVERSAL ONE PAYMENT KIOSK, VOUCHER OPTION
2	FAPD	UNIVERSAL ONE, LOST TICKET OPTION
2	FAPD	UNIVERSAL ONE, PAYMENT KIOSK, VOICE ANNUNCIATOR
1	FAPD	PORT CONTROLLER
2	FAPD	COMM ISOLATOR
1	FAPD	SST AUDITOR POWERPAD 4 PACKAGE
1	FAPD	APP4 SST TM-U950 PRINTER OPTION
1	FAPD	SST AUDITOR POWERPAD 4 MONITOR
1	FAPD	FEE DISPLAY, 2.3" LED WITH HEATER, 120V, SILVER
1	FAPD	POWERPAD VOUCHER OPTION**
5	FAPD	PASSPORT 360 CONTROLLER ONLY
1	FAPD	GOOSENECK STAND, SILVER****
1	FAPD	SCANNET CENTRAL MANAGEMENT SOFTWARE, 128 DEVICES
1	FAPD	SCANNET CENTRAL CREDIT CARD OPTION
1	DATA CAP	NET EPAY
1	DELL	PC, PRINTER, MONITOR, APS FOR SCANNET
5	SMART	ARMING LOOPS FOR TRANSORE READERS
5	TRANSCORE	ENCOMPASS 4 READER
5	TRANSCORE	INTERFACE CABLE, 35' WITH CONNECTOR
5	TRANSCORE	110VAC-18VAC TRANSFORMER
5		OVERHEAD WALL MOUNTS FOR TRANSCORE READERS

CCTV Parking Levels, Booth and Office

- 16 ea. Toshiba 6550A Cameras
- 16 ea. Toshiba 2-8 to 12mm lens
- 11 ea. Burle TC9318WM L-Brackets
- 11 ea. Burle TC9311H115 Heater Kits
- 11 ea. Burle TC9311B115 Blower Kits
- 1 ea. Tatung LCD Monitor
- 1 ea. 16 Channel Toshiba Survelley DVR16-480
- 1 ea. Sanyo Time Lapse VCR
- 16 ea. Honeywell Dome
- 1 ea. Microphone
- 1 ea. Lorque APS-1 Base Station

Booth

- 1 ea. Booth (including built in cabinets)
- 1 ea. Equipment Stand
- 1 ea. Panasonic TV
- 1 ea. Refrigerator
- 1 ea. Microwave Oven
- 1 ea. Stool/Chair
- 1 ea. 17lb ABC Fire Extinguisher
- 1 ea. Ticket Box
- 1 ea. Safe bolted to floor
- 1 ea. Phone
- 1 ea. First Aid Kit

Alarms

- 9 ea. Blue Light Alarms at all Elevator Foyers

Parking Levels

- 5 ea. Fire Extinguishers
- 5 ea. Extinguisher Cabinets
- 6 ea. Rubbermaid Trash Cans

Signs

- 1 ea. Large Entrance Sign
- 5 ea. misc "A" frame signs

Janitorial

- 1 ea. Janitors cart

City Vehicles and Equipment Used by CPC:

2001 Chevy Utility Truck w/lift gate - VIN#1GBHK24UX1E256595
2009 Tennant Sweeper Model S30 - SS#S30-1029

Ref. City RFP # GARAGE MANAGEMENT/14-42

Property of CPC

Office Equipment and Furnishings (Includes All)

Office Cameras

1 ea. - 4 Channel DVR

4 ea. – Single Dome Cameras

Miscellaneous Wire and Hardware for operation

END OF SCHEDULE B-1

Market Street Garage Lighting**SCHEDULE B-1A**

Room Type	Existing Lighting System Description	Upgraded Lighting System Description	Quantity of Upgraded Luminaries
ELEVATOR	Existing (1) lamp F40T12 strip Luminaire.	RETROFIT: Retrofit with 4' 32 watt T8 lamps and low power electronic ballast	2
GARAGE	Existing 175 watt mercury vapor wall pack Luminaire.	NEW: Wall pack with a 120 watt Induction Lamp	7
GARAGE	Existing compact fluorescent exit sign.	NEW: LED exit sign, weatherproof.	1
GARAGE	Existing compact fluorescent exit sign.	NEW: LED exit sign	4
GARAGE	Existing (2) 15 watt incandescent lamps.	NEW: LED exit sign	5
GARAGE	Existing 100 watt metal halide Luminaire.	NEW: Weatherproof fixture with 32 watt T8 lamps and high power ballast	188
GARAGE	Existing 75 watt incandescent Luminaire.	Halogen Lamp: Screw-in Halogen Lamp	3
GARAGE	Existing 175 watt mercury vapor box Luminaire.	NEW: Weatherproof fixture with 32 watt T8 lamps and high power ballast	8
GARAGE	Existing (2) lamp F40T12 wraparound Luminaire.	RETROFIT: Retrofit with 4' 32 watt T8 lamps and low power electronic ballast	1
GARAGE	Existing (2) lamp F40T12 lay-in Luminaire.	RETROFIT: Retrofit with 4' 32 watt T8 lamps and low power electronic ballast	2
GARAGE	Existing 75 watt incandescent Luminaire.	Halogen Lamp: Screw-in Halogen Lamp	3
STAIRS	Existing (2) 15 watt incandescent lamps.	NEW: LED exit sign	11
GARAGE	Existing compact fluorescent exit sign.	NEW: LED exit sign, weatherproof.	1
STAIRS	Existing 175 watt mercury vapor wall pack Luminaire.	NEW: Wall pack with a 120 watt Induction Lamp	28
ROOF	Existing (4) 250 watt metal halide Luminaire.	NEW: Wall pack with a 200 watt Induction Lamp	4
GARAGE	Existing 175 watt mercury vapor box Luminaire.	NEW: Weatherproof fixture with 32 watt T8 lamps and high power ballast	196
PARKING GARAGE CANOPY	Existing 175 watt metal halide Luminaire.	RETRO: one 150 watt lamp, energy-saving Metal Halide lamp only	40
ELEVATOR EQUIPMENT ROOM	Existing (2) lamp F40T12 wraparound Luminaire.	RETROFIT: Retrofit with 4' 32 watt T8 lamps and low power electronic ballast	12
ELEVATOR	Existing (1) lamp F40T12 strip Luminaire.	RETROFIT: Retrofit with 4' 32 watt T8 lamps and low power electronic ballast	2

END OF SCHEDULE B-1A

SCHEDULE B – 2

MARKET STREET PARKING GARAGE

Maintenance and Custodial Allocation of Functions - April 1, 2014

Mechanical	City	Operator
Review Metasys	X	
Check Stats & Control Devices	X	
Filter Change	X	
Change Belts	X	
Check Bering's	X	
Check Damper Operation	X	
Check Motor's	X	
Check Pumps	X	
Clean VAV Boxes	X	
Clean Equipment	X	
Service Boiler	X	
Perform Chiller Maintenance	X	
Electrical Repairs (Complex)	X	
Daily Routine Electrical Repair (by staff)		X
Perform Routine Plumbing Repair	X	
Perform Major plumbing Repairs	X	
Perform Electrical Improvements	X	
Inspect Electrical Panels, Switches, Motors	X	
Elevator Maintenance Contract (includes alarm)	X	
Maintain Parking Garage Equipment		X
Custodial		
Tend and Maintain Landscaping		X
Clean Parking Deck		X
Clean and Maintain:		
-Booth		X
-Manager's Office		X
-Common Areas (Exterior/Interior)		X
-Stairwells (Daily)		X
As needed perform:		
-Clean Up of Spills/Grease/oil/gas		X
-Garbage Collection		X
-Washdown of Stairs		X
Monitor and Replace Light Bulbs As Needed	X	
Regularly Clean Elevator Car		X
Exterior Glass – Elevator Shaft (annual)		X
Interior Glass – Elevator Shaft (annual)(shared)	X	X

SCHEDULE B-2 CONTINUED

Power Wash:

-Expansion Joints	X	
-Parking Decks(full deck)	X	
-Parking Deck (spot clean)		X
-Stairs (as needed)		X

Major Improvements/Repairs/Renovations(shared)

-Leasehold	X	X
-Structural	X	

Interior Signage maintenance(shared)

X	X
---	---

Routine Painting(shared)

X	X
---	---

Maintenance of Monitoring Equipment

-CCTV		X
-------	--	---

Maintenance of Alarm Equipment/Systems

-Blue Lights		X
-Office		X
-Sprinkler	X	
-Elevator	X	

Maintenance of Security Gates (public)

X

Snow Removal – Top Level

X

Snow removal – Other

X

Sidewalk Cleaning

X

END OF SCHEDULE B-2

SCHEDULE B - 3

MARKET STREET PARKING GARAGE

Budget Calendar Year 2014

Market Street Parking Garage
Calendar Year Ending December 31, 2014

	Lease Budget	Parking Budget	Combined Budget
INCOME:			
1. Transient Parking		\$565,000	\$565,000
2. Monthly Parking		\$582,180	\$582,180
3. Monthly Contract		\$83,000	\$83,000
4. Rent	\$279,374	\$0	\$279,374
5. Interest		\$1,000	\$1,000
1. Principle			\$0
2. Interest			\$0
Total Adjusted Income	\$279,374	\$1,231,180	\$1,510,554
OPERATING EXPENSES:			
1. Accounting Fees	\$5,600	\$23,300	\$28,900
2. Advertising	\$0	\$12,000	\$12,000
3. Bank Charges	\$0	\$16,000	\$16,000
4. Casual Labor	\$0	\$1,500	\$1,500
5. Dues & Subscriptions	\$0	\$750	\$750
6. Exterminating	\$1,300	\$0	\$1,300
7. Insurance - Operators	\$1,000	\$16,500	\$17,500
8. Insurance - Health	\$9,500	\$35,500	\$45,000
9. Janitorial	\$25,000	\$0	\$25,000
10. Legal, Audit and Professional Fees	\$3,000	\$8,500	\$11,500
11. Licenses & Taxes	\$1,200	\$6,500	\$7,700
12. Maintenance & Repairs	\$30,000	\$60,000	\$90,000
13. Office Expenses	\$3,800	\$13,500	\$17,300
14. Refuse Pickup	\$12,900	\$12,900	\$25,800
15. Salaries	\$16,830	\$218,260	\$235,110
16. Supplies	\$1,200	\$8,500	\$9,700
17. Taxes-Payroll	\$2,050	\$22,600	\$24,650
18. Telephone	\$1,600	\$11,300	\$12,900
19. Equipment Reserve	\$0	\$30,000	\$30,000
Total Operating Expenses	\$114,980	\$497,630	\$612,610
PROJECTED NET INCOME	\$164,394	\$733,550	\$897,944