



# FINAL REPORT

## Downtown Parking Plan

City of Birmingham, Michigan



**MKSK**

**DIXON**  
RESOURCES UNLIMITED

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# EXECUTIVE SUMMARY

The City of Birmingham has successfully positioned its Central Business District to attract investment in a highly competitive environment. This includes provision and management of a comprehensive public parking system that emphasizes shared-use efficiencies to meet the growing parking needs of its thriving downtown. With recent downtown employment and residential growth and substantial mixed-use development either under construction or near ground-breaking, it is critical that the City continue to effectively allocate resources – including the public parking network – to serve existing and future downtown needs.

The *Downtown Parking Plan* has been developed in support of the City of Birmingham’s goal to ensure the downtown parking system is being operated, managed and developed in accordance with professional and technological best practices. The planning process incorporated input from a variety of community stakeholders, as well as multiple City departments, and draws upon best practices in parking and demand management to develop proven solutions that work.

The Plan outlines key findings from review of existing conditions and community feedback and outlines opportunities, strategies, and recommendations in support of the City’s goals. Plan recommendations are summarized around a series of priority issues:

- Ensuring commuter access to monthly parking
- Improving visitor access to short-term parking
- Taking advantage of excess on-street capacity
- Capitalizing on data collection and analysis opportunities
- Optimizing management & operations
- Preparing for future growth

Six parking and access management objectives and affiliated strategies were used to guide recommendations and were summarized in full in the *Potential Strategies Overview*:

- |                       |                       |
|-----------------------|-----------------------|
| ▪ Redistribute Demand | ▪ Expand Supplies     |
| ▪ Reduce Demand       | ▪ Deploy Technologies |
| ▪ Expand Capacities   | ▪ Optimize Management |

Recommendations focus on “quick wins,” near-term interventions, and long-term considerations. The Plan includes a summary of immediate action steps, as well as a comprehensive *Implementation Guide* that the City and its partners can use to affect positive change both now and into the future. Appendixes to the Plan provide additional detail on existing conditions, best practice strategies, the community engagement process, implementation steps, and peer city documents that respond to specific recommendations.

The Birmingham Parking System is functioning at a high level today. The recommendations and action steps outlined in this plan will help to ensure that it continues to evolve with the growth of the Central Business District, utilizing local expertise and management best practices to meet the needs of the downtown area and its many stakeholders.

# PROJECT SUMMARY

## OVERVIEW

The *Downtown Parking Plan* has been developed in support of the City of Birmingham's goal to ensure the downtown parking system is being operated, managed and developed in accordance with professional and technological best practices. The planning process incorporated input from a variety of community stakeholders, as well as multiple City departments. The following outcomes were sought by the City and guided plan development:

- A realistic plan for more effective use of parking and better management of the parking system in Birmingham's Central Business District.
- Plan findings that are based on credible information that can be communicated to the public and stakeholders.
- Recommendations that will engender a parking system that contributes to a positive image of the City.
- Recommendations that will support a parking system that deploys the latest technology to improve the user experience, while sustaining revenue to cover operations, ongoing capital improvements and system growth.

The plan draws upon best practices in parking and demand management to develop proven solutions that work. The consulting team has worked closely with the City of Birmingham and its partners to understand and evaluate the downtown parking system and develop recommendations to achieve the outcomes listed above.

## SCOPE OF STUDY

The *Downtown Parking Plan* included several key elements, including an assessment of existing conditions and development of strategies to guide recommendations and action steps. Stakeholder and community outreach efforts were conducted throughout the plan process, which will conclude with the presentation of this plan to the City Commission.

## Existing Conditions Assessment

The Existing Conditions Assessment began with a review of the planning context in Birmingham, as well as identification, assembly, and review of all relevant and available data, reports, and studies related to parking and transportation programs in Birmingham. Findings were synthesized in the *Existing Conditions Report*, providing a clear overview of current conditions in the Central Business District. These included the following key points:

- Parking demand has been steadily increasing, particularly for long-term/monthly parking, and has outpaced the addition of new parking supply.
- At any time of day, at least half of the metered block segments are underutilized (<70%).
- During the peak lunch period, each of the City's five garages exceeds 90% utilization.
- A significant number of parkers staying longer than 5 hours are not permit-holders.
- The permit wait list is long, but many of these parkers are finding space within the system, sometimes paying more to park and sometimes finding other opportunities.

## Community Engagement

Data alone does not tell the whole story of Birmingham's parking challenges and opportunities. Input from residents, employees, customers, visitors, commuters, and others on day-to-day and seasonal issues provided a more complete understanding of the performance of the parking system, today. In addition to recurring coordination meetings and two meetings with the City's Advisory Parking Committee, the team conducted a survey of downtown businesses and employees, performed intercept surveys on downtown streets, attended a Birmingham Shopping District merchant meeting, and facilitated a public open house to solicit feedback on existing conditions and preliminary strategies. A *Community Engagement Summary* memo is included as an appendix to this report.

## Strategy Development

Existing conditions, rate structures, regulations and practices, technology deployment, signage & way finding, and service/operations agreements were evaluated to develop a series of strategies informed by best practices in parking system management and operations. The Potential Strategies Overview memo summarized six parking and access management objectives and affiliated strategies designed to achieve them:

- Redistribute Demand
- Reduce Demand
- Expand Capacities
- Expand Supplies
- Deploy Technologies
- Optimize Management

These objectives and strategies provide the framework for the recommendations and action steps for this *Final Report*.

## Presentation of Final Report

This report presents a cohesive set of practicable, proven-effective strategies for the City of Birmingham, in coordination with their partners and key stakeholders, to guide the future performance of the downtown parking system, to address projected parking and travel demand, to enhance downtown mobility. This set of recommendations provides critical tools to address the parking challenges of today, and to respond to emerging and anticipated paradigm shifts in urban parking and mobility dynamics – offering significant resiliency for maintaining optimal downtown access to facilitate downtown's evident and potential economic vitality.

# EXISTING CONDITIONS

## DOWNTOWN CONTEXT

The City of Birmingham has successfully positioned its Central Business District to attract investment in a highly competitive environment. The City has prioritized good design, smart land use, and efficient coordination of infrastructure investments to foster a dense, walkable, mixed-use downtown. A major component of this is a comprehensive, self-funded, and strategically-managed public parking system that emphasizes shared-use efficiencies to reduce the amount of parking infrastructure required to keep downtown thriving.

Downtown Birmingham features a dynamic mix of housing, office space, retail, dining, entertainment, and civic attractions and amenities. It has a daytime population of almost 14,000. Approximately 300 unique national and local retail businesses operate among more than 1.5 million square feet of retail space and 2 million square feet of office space. Birmingham's nightlife and entertainment boasts nearly 50 restaurants and 20 movie screens at two theaters.

This kind of success invariably brings challenges, particularly regarding parking and transportation. With more than 300,000 square feet of mixed-use development either under construction or near ground-breaking, it is critical that the City continue to effectively allocate resources – including the public parking network – to serve existing and future downtown needs.

## **PRIOR PLAN REVIEW**

### **Birmingham Multi-Modal Transportation Plan (2013)**

Focusing primarily on active transportation measures, the Birmingham Multi-Modal Transportation Plan includes policy and design recommendations intended to reduce automobile dependency in the city. While some recommendations could have a secondary impact on parking, there are no policy, program, or design recommendations in the plan specifically intended to address or impact the downtown parking system.

Network improvement recommendations that could impact the number or design of on-street spaces include the addition of curb extensions at a number of downtown intersections. In addition, the plan includes recommendations for increasing, and improving, the stock of contextually attractive and usable bicycle parking in the downtown. Key recommendations include the following:

- Two bicycle racks should be placed on each proposed curb extension in the downtown
- Bicycle racks should be covered whenever possible
- Seasonal temporary bike racks should be placed in the downtown where appropriate (large curb extensions, adjacent to outdoor dining decks, etc.)
- Provide temporary staffed bike racks during special events to encourage bicycling and provide a secure environment for bikes
- Provide enclosed and secured parking in downtown parking decks
- Provide amenities such as compressed air and basic public bike fix stations at key locations around town

### **Downtown Birmingham 2016 Plan (1996)**

Key findings include the following:

- Parking decks are underutilized, and appear to be less desirable than surface parking
- There are opportunities for additional on-street parking within existing pavement widths
- The existing parking decks may be expandable
- The parking deck directional signage system is less than effective

Key parking recommendations include the following:

- Restripe the curb space to maximize potential capacity of existing city-owned space
- Continue 2-hours free parking in parking decks

- Keep meters outside of the CBD at lower rates than those within the CBD
- Expand metered time to 1.5 hours in the CBD, and 3 hours in other shopping areas
- If an observable need arises, pursue the potential for expanding the existing decks
- Implement a signage program to guide parkers to parking decks

## THE PARKING SYSTEM

Birmingham's downtown parking system consists of roughly 4,944 publicly-owned spaces, of which 3,423 are contained in five (5) public parking structures, 1,272 are metered, on-street, and 391 are contained in five (5) surface parking lots. Two private, independently run, parking structures are also located in the CBD and additional private parking lots are used by the City on a temporary basis to expand supply and meet pressing demand from permit parkers.

The parking structures are operated by SP+, with oversight by the City Manager's Office. On-street parking meters are managed and enforced by the Birmingham Police Department. The overall system is overseen by the City Manager's Office, while a 9-member Advisory Parking Committee meets regularly to address parking issues and advise the City Commission.

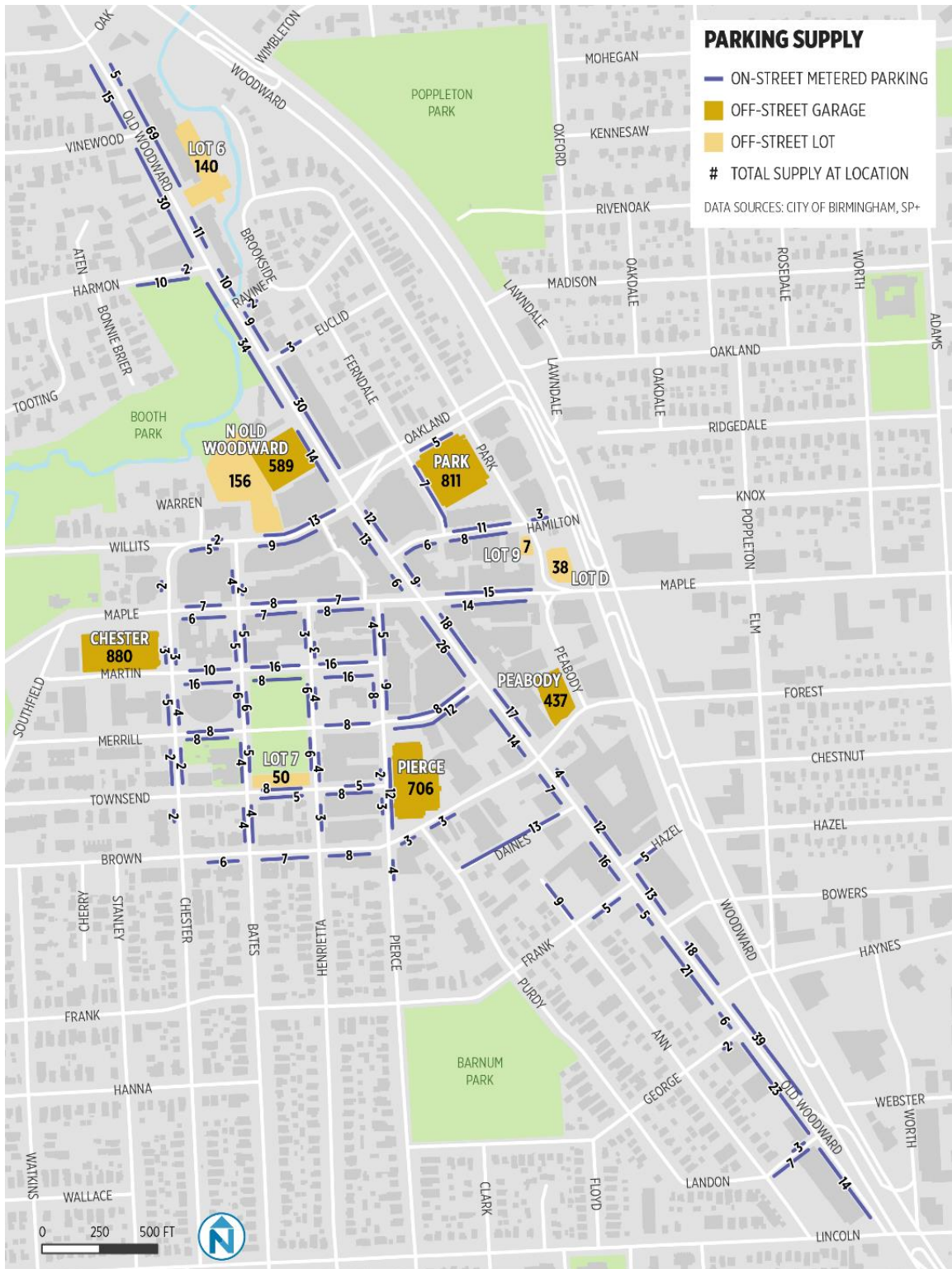
The parking system is financed through an Enterprise Fund, which captures all parking revenue, with the exception of citation revenues, which go to the City's General Fund. The Enterprise Fund provides for cost recovery for day-to-day expenses, such as maintenance and operations, as well as capital investments that benefit the system on a long-term basis. Recent upgrades to system infrastructure include new traffic control equipment and Smart Meters throughout the CBD, which provide more payment options, real-time information, and operational efficiencies for both users and the City. New gate technology and signage have been added at all City garages to assist with real-time information and ease of ingress/egress.

Parking demand has been steadily increasing, particularly for long-term/monthly parking, largely due to increased demand from downtown employers and employees and a growing number of mixed-use developments that have added more built space to the downtown market. The recent trend in "open office" workspace configurations, which situate more employees in less building space, has accelerated the increase in parking demand at a pace that has exceeded the provision of new places to park. To manage this increased demand, the City has invested in public valet services, leased private facilities to manage a public parking, and initiated a real-time information system to direct drivers to available parking options. The City has also adjusted permit and meter rates and is continually evaluating the technology, operations, and regulations in the parking system to ensure optimal system function and user experience.

The *Existing Conditions Report* provides a comprehensive review of parking supply and utilization, management, operations, signage, and expected changes.

# **DOWNTOWN PARKING PLAN | FINAL REPORT** City of Birmingham, Michigan

**Figure 1**      **Downtown Parking Supply**



## STAKEHOLDER ENGAGEMENT

The planning process included multiple layers of stakeholder engagement over several months. These included the following:

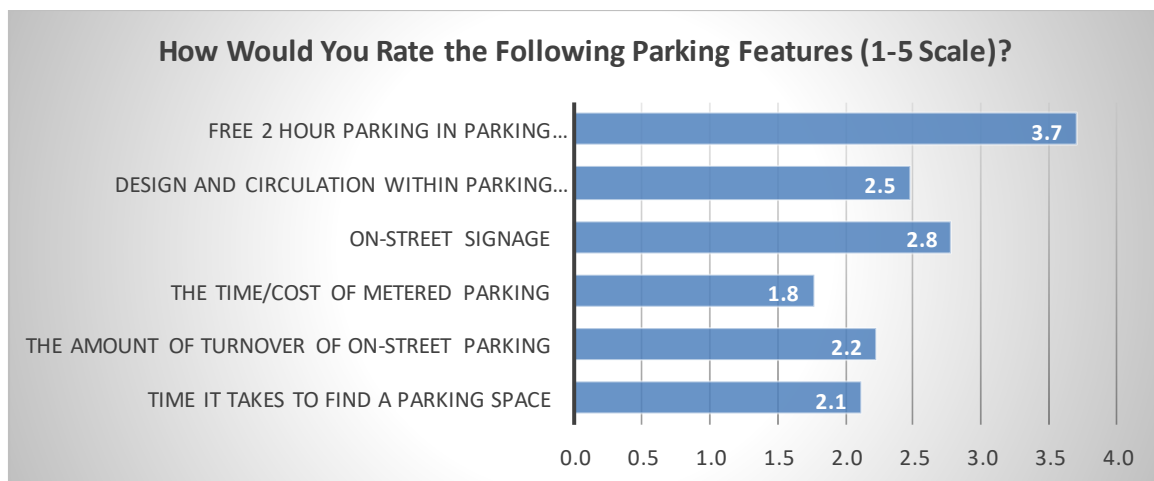
- Advisory Parking Committee Meetings (2)
- Online Business District Survey
- Face-to-face Intercept Surveys
- Birmingham Shopping District Merchant Meeting
- Public Open House

Through these engagement initiatives, over 450 local business owners, property owners, employees, residents, and visitors were able to provide their input on existing parking conditions challenges and opportunities. Key inputs from this process included:

- Nearly 75% of respondents park in a public parking deck downtown on a daily basis.
- Employers fully cover 54% of respondents' parking costs, either through validation (15%) or providing a permit (39%); around 37% are responsible for their own parking costs.
- 62% of respondents rated Birmingham's Parking System as either "poor" or "very poor."
- The free, 2-hour parking in public parking decks is the most popular feature of the downtown parking system; the time/cost of on-street parking received the lowest ratings.
- Parkers can usually find parking within 1-3 blocks of their destination in under 10 minutes; the proximity is favorable, but the search time is not.
- Drivers are aware of parking cost disparities (between permit holders and non-permit holders) and feel that the difference needs to be addressed.
- Additional short-term curbside parking is needed in key locations to serve important pick-up/drop-off functions.

A *Community Engagement Summary* memo is included as an appendix to this report and provides more detail on the outreach efforts and feedback received.

**Figure 2      Sample Survey Results**



1 = Very Poor, 3 = Satisfactory, 5 = Very Good

# KEY ISSUES & OPPORTUNITIES

## COMMUTER ACCESS TO MONTHLY PARKING

Commuter parking demand has risen steeply over the past several years, leading to parking garages that are regularly at or near-capacity during the mid-day peak and a permit wait list of around 3,000 parkers. At the same time, many of these parkers are finding space within the existing system, parking either in garages or on-street while they remain on the wait list. Several measures are already in play in Birmingham and additional recommendations will be highlighted in the following areas:

- Selling more permits in select City garages
- Defining a performance-based pricing approach
- Adjusting parking rates to reflect demand patterns across downtown
- Transitioning monthly permits to a daily pricing structure
- Refining the rooftop and public valet programs
- Expanding employee parking options
- Providing and promoting commuter benefits

## VISITOR ACCESS TO SHORT-TERM PARKING

Convenient, consistently available visitor parking is critical to the health of the Birmingham Shopping District. The on-street meters provided throughout the central business district and the short-term parking spaces available in each parking deck constitute ample supply, but availability is still perceived to be an issue. Recommendations in the following areas can help improve real and perceived short-term parking availability in downtown Birmingham:

- Adjust parking rates to reflect demand patterns across downtown
- Ensuring that all drivers know all their options
- Optimizing “Park Once” efficiencies
- Refining the public valet program
- Expanding mobile payment options to the parking structures

## EXCESS ON-STREET CAPACITY

A significant number of on-street spaces remains available, even during mid-day and evening peak-demand periods, often in contrast to at-capacity utilization of nearby off-street facilities. This suggests that the current pricing cues – which apply a fee to the on-street spaces, but not to spaces in neighboring garages – are intensifying the supply constraints noted in some key downtown garages. Recommendations that capitalize on the opportunity to reset these cues in the decks and on some on-street blocks to support the City’s goals include:

- Reducing short-term parking set-asides in City garages
- Accommodating short-term parkers with convenient, low cost on-street parking options

## **DATA COLLECTION & ANALYSIS**

A series of recent investments in new gate and meter equipment has positioned the City to collect a robust data set that can be used to monitor parking system utilization and parking behavior. Making the most of these technologies and continually investing in upgrades will help Birmingham capitalize on opportunities to improve parking system function and efficiency, including the following key strategies:

- Utilizing data collection capacity to support performance-based management
- Investing in License Plate Recognition (LPR) equipment
- Upgrading parking transaction & management software

## **OPERATIONS & MANAGEMENT**

Effective operations and management across various City departments and their contractors has yielded a high-performing and revenue-positive parking system that handles a high volume of activity on a daily basis. However, the opportunity exists to further optimize, streamline, and coordinate management, while promoting an efficient and customer-friendly approach to parking system. Recommendations will be outlined in the following areas:

- Soliciting competitive bids for Operator services
- Establishing a Parking Ambassador Program
- Refining the Parking Assessment District

## **FUTURE GROWTH**

Downtown Birmingham is expected see over 300,000 sq. ft. in new development in the near future. These developments include lodging/hospitality, residential, and mixed-use commercial buildings. Additional development in the central business district and other nearby growth districts stands to add more demands on Birmingham's access and parking network. The City and its partners can address future growth pressures through a series of strategic approaches, including, but not limited to:

- Updating the City's Zoning Code
- Investing parking revenues in public improvements, beyond parking
- Pursuit of joint development opportunities.

# STRATEGIES & RECOMMENDATIONS

## STRATEGIES OVERVIEW

The *Potential Strategies Overview* is provided as an appendix to this report and summarized a series of parking and access management strategies that should be considered for implementation in Birmingham. The following six (6) parking and access management objectives and affiliated strategies provide the framework for the recommendations in the remainder of this section.

### Redistribute Demand

- Take a Performance-Based Management approach to ensuring space availability.
- Expand employee parking options.
- Ensure drivers know their options.

### Reduce Demand

- Optimize “Park Once” efficiencies.
- Provide circulator and shuttle options.
- Improve pedestrian and bicycle network infrastructure.
- Provide commuter benefits.
- Transition monthly permits to a daily pricing structure.

### Expand Capacities

- Continue to refine Public Valet approach for both visitors and commuters.
- Expand Mobile Payment Options to the Parking Structures.
- Vary regulations to balance parking and loading needs at the curb.
- Allocate curbside space for higher-capacity forms of parking.
- Use pay-by-phone options to encourage off-hour shared parking.

### Expand Supplies

- Develop “Park Once” zoning strategies.
- Refine the Assessment District Fee Approach.
- Continue to refine Joint-Development approach.

### Deploy Technologies

- Utilize License Plate Recognition (LPR) equipment.
- Upgrade parking management and transaction software.
- Support Electric Vehicle Network Infrastructure.

### Optimize Management

- Invest parking revenues in public improvements, beyond parking.
- Solicit Competitive Bids for Operator Services.
- Establish a Parking Ambassador Program.

## **NEAR-TERM PRIORITIES & RECOMMENDATIONS**

The following section summarizes a series of near-term priorities that align with the Key Issues & Opportunities outlined in the previous section. Strategies, recommendations, and potential “quick wins” are identified for each priority area to address challenges and opportunities. Longer-term considerations are provided at the end of each priority area.

### **Ensure Commuter Access to Monthly Parking**

Based on the existing permit wait list of approximately 3,000 parkers and utilization rates that consistently exceed 90% during peak mid-day periods, it is clear that adjustments are warranted in how Birmingham addresses commuter parking demand. Further, the significant share of 5+ hour parking activity that is linked to non-permit-holders (roughly 30% at all five garages) confirms that it is common for employees to use validation or pay the full-day rate in lieu of a monthly permit. These conditions also confirm that:

- These parkers (or their employers) are paying a higher daily rate to park than permit-holders, suggesting acceptance of higher permit rates than those currently offered.
- Providing more permits will not likely result in higher utilization levels (or reduced availability) if such permits are provided to commuters who may already be using these garages for full day parking.
- These are important factors in determining the appropriate “oversell” rate for permits.

The following strategies and recommendations are designed to address these conditions.

#### **Sell more permits in select City garages.**

Permit sales for City garages are restricted when occupancy measures consistently approach capacity, resulting in wait lists for commuters and employers seeking the combination of convenience, cost-savings, and consistency that permits offer when compared to daily parking options. However, as the above summary indicates, parking duration data suggests that a significant portion of parked cars in most City garages on a daily basis are parked by commuters who are either paying the daily rate, or having their daily parking validated by their employer.

*Quick Win: Offer permits to the first 10 people on the wait list for the Pierce, and Peabody garages, which have the highest portion of non-permit vehicles staying longer than 5 hours.*

The Pierce (44%) and Peabody (39%) garages had the highest portion of non-permit parkers staying between five and twelve hours in the months of October 2017 and January 2018. This was an average of 165 parkers on a daily basis in the Pierce garage and between 90 – 100 per day in the Peabody garage. The City should continue to monitor conditions in these and other City decks and issue more permits every three months, expanding to other garages as conditions warrant.

#### **Define a Performance-Based Pricing approach.**

Throughout its on- and off-street parking network, Birmingham can use parking rates to achieve a singular objective: maintaining availability, across the downtown, so that drivers can choose the parking location that best suits their relative cost/ convenience priorities. Space availability, at the block-face level for on-street parking and at the facility level for off-street, becomes the central “key performance indicator” (KPI) that informs rate decisions, as well as most other management and regulatory actions.

For garages, availability for short-term and long-term parkers can be measured and tracked separately, but the primary measure for the facility should be availability among all spaces (which should inform how much inventory is set aside for either group).

The benefits of such an approach go beyond transparency to improve the parking experience by reducing time and energy spent in search of available spaces and reducing perceptions that downtown lacks sufficient parking supply.

*Quick Win: Adopt a policy linking parking rates to demand and establish availability as the Key Performance Indicator (KPI) that will be monitored to inform changes to rates and regulations.*

The City should continue to work with SP+ to monitor parking utilization and permit wait lists for their garages and lots, establishing a solid base of KPI data to inform the policy and decision-making process. Sample utilization ranges, such as those listed below, are based on optimal targets for three types of parking, based distinct user perceptions and expectations for each. Generally, on-street locations need to present more obvious availability, as drivers have fewer options to navigate back toward a missed empty space. Similarly, those seeking long-term parking in off-street facilities generally tend to be more familiar with the facility, and thus more patient in seeking out a space when availability is less obvious.

- On-street parking: 10-20% of spaces are available, or a few spaces on each block-face.
- Off-street, hourly parking: 10-15% of spaces are available
- Off-street, long-term parking: 5-10% of spaces are available, with no permit wait list

These ranges will make clear when KPIs are sufficiently off their target to warrant management changes, such as changes in rates.

### **Adjust parking rates to reflect demand patterns across downtown.**

The current situation, with wait lists limiting access to monthly permits, despite demonstrated capacity to accommodate long-term parking well beyond demand generated by current permit holders, results in many downtown employees and employers paying much more for parking than the established permit rate. Data indicates that nearly one-third of non-permit parkers in all garages are paying several times the permit rate to access downtown jobs. Selling more permits for these garages, through the incremental approach outlined above, is a critical first step in addressing this issue. Raising the rates at the most constrained garages is another.

*Quick Win: Raise permit rates at the Chester, Park, and N. Old Woodward garages and monitor results to determine if more permits can be issued, or if further rate increases are warranted.*

These three garages consistently exhibit peak mid-day utilization in excess of 95% and have the highest portion of parkers staying between five and twelve hours who hold parking permits and pay a monthly rate. Raising monthly rates in these garages will reduce the cost disparity between what downtown employees with permits, and those without, must pay for the parking they need to maintain employment in downtown Birmingham.

Increasing permit rates across all garages, gradually approaching a rate that is more reflective of the daily rate currently paid by many commuters or their employers, will help balance future parking supply and demand.

Options that promote reduced parking demand should also be considered as a way of incentivizing non-drive-alone trips and reducing parking demand.

*Quick Win: Offer discounted permit rates for carpools and vanpools and “flex” permits that allow for a limited number of uses each month.*

These options will communicate to commuters with pricing cues that these are desired behaviors that can be used on a regular or occasional basis. They represent early, “low hanging fruit” options that can lay the foundation for more robust demand management strategies in the future. Another, more progressive, option – daily parking permits – is discussed further in the following section.

**In the near-term**, the City should continue to monitor utilization and review rates annually to determine if additional adjustments are warranted, raising or lowering rates to address any meaningful gaps between targeted and actual availability. Additional steps (highlighted later in this report) can be taken to improving permit management systems for increased efficiency and accuracy. Ensuring transparency will also be important to public understanding and support and can be achieved by regularly publishing data, findings, and any subsequent management/pricing adjustments in an annual report.<sup>1</sup>

**Transition monthly permits to a daily pricing structure.**

People are more sensitive to small recurring fees and charges than larger and less-frequent ones. Once an employee purchases a monthly permit, that individual typically ceases to consider driving alternatives because the permit has become a “sunk-cost” investment. Such permits actually create an incentive to drive to work as frequently as possible in order to take advantage of the investment. By contrast, a daily rate can be facilitated through payroll or by issuing a commuter card that can be structured as a “draw-down” account, creating an incentive to use other modes when those are most feasible, thereby saving the daily rate cost. This can reduce commuter parking demand on days when walking, cycling, and transit are most appealing – such as nice-weather days, which can free up garage spaces for additional permit parkers or visitors.

Birmingham’s IN Card and other employer issued validation cards can be used to facilitate this approach, accommodating parkers who are either on the permit waiting list or who would be amenable to a more flexible option that rewards them (through cost savings) for not parking. As monthly-permit rates approach parity with the cumulative cost of paying daily for parking, the flexibility of the daily option can be promoted as an option that provides flexibility for those who work part-time, or who might combine driving with alternative modes throughout the month.

**In the near-term**, the City should work to establish a Performance-Based Pricing approach with an eye on the daily permit pricing option as a potential “next step” that can be pursued in line with the gradual increase in permit rates. A “pilot” or “trial” period could be explored with a number of interested employers who currently need more permits and are willing to participate in a constructive effort to uncover new solutions. The pilot period can offer insights into fine-tuning the program before it is rolled out more extensively. This approach can be promoted as a way to relieve some of the cost burden of the price increase, coupled with other commuter benefit options, to be discussed in the following section.

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<sup>1</sup> Case Study example: [www.seattle.gov/transportation/document-library/reports-and-studies](http://www.seattle.gov/transportation/document-library/reports-and-studies)

## Provide & Promote Commuter Benefits

Within any given downtown, there are drive-alone commuters who would consider adopting alternative modes, given sufficient incentives or provided means around barriers to options like walking, cycling, transit, and ridesharing.

The City should work with its partners to establish a commuter facing transportation resource portal to inform local businesses and employees about parking and mobility options. The portal would optimally have an online presence, hosted by an existing agency, but could offer a commuter resource “hub” at City Hall where both employers and employees can talk with a resource manager or collect information for personal use or to distribute within their workplace.

*Quick Win: Work with the Birmingham Shopping District and the Southeast Michigan Council of Governments (SEMCOG) to create a “welcome” package for new and existing employees that outlines the commuter benefits already available to them.*

The package would include information on existing programs, like transit benefits, guaranteed ride home, and rideshare ride matching services, and make the case for non-drive-alone commutes in both financial, environmental, and quality of life terms. Distribution could start with human resource managers at local workplaces and be available at City offices where parking permits and other transportation resources are available.

Figure 3 uGO University Circle Resource Portal, Cleveland

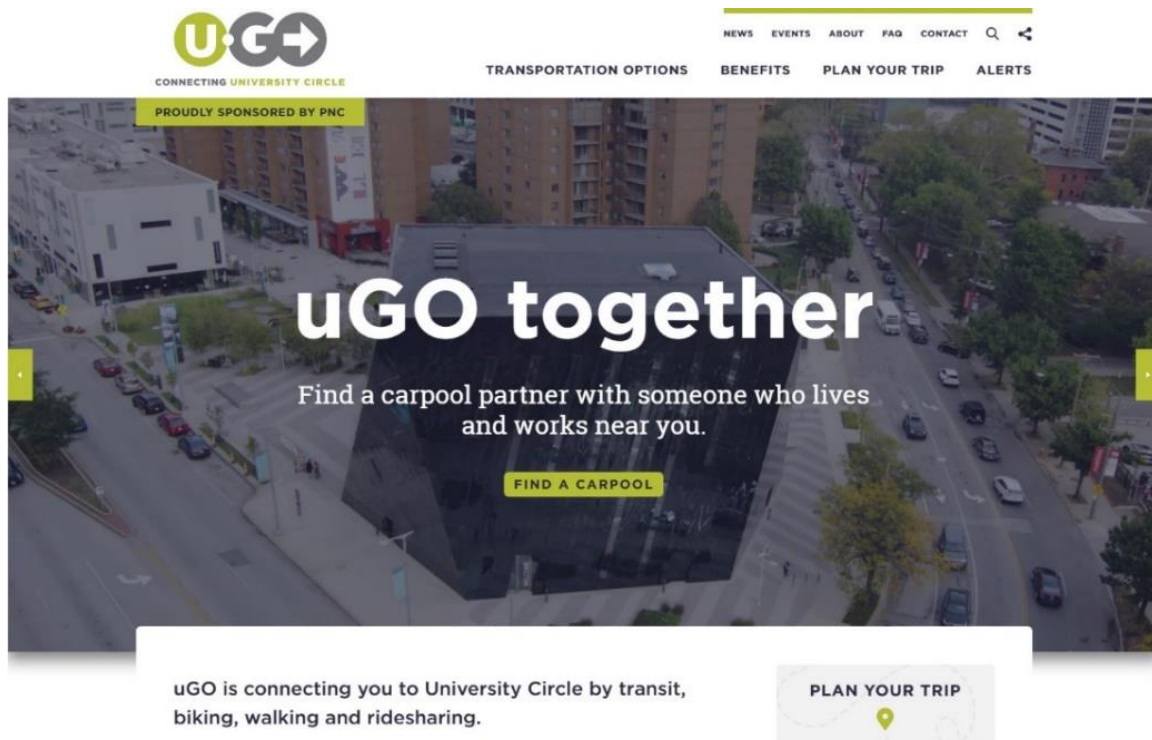


Image: [www.uGOintheCircle.com](http://www.uGOintheCircle.com)

**Long-term**, the City, SEMCOG, and individual employers can work together to develop more robust programs and benefits for their employees. Opportunities include subsidized transit passes, a vanpool program, and “cash out” benefits for non-drive-alone trips. A comprehensive program and promotion effort could include a dedicated “transportation manager” who

coordinates and markets program offerings across workplaces, develops and manages new programs with service providers, and monitors program success.

**Continue to refine the Rooftop and Public Valet programs.**

The City's rooftop and public valet programs both address a particular subset of parking demand in the short-term and long-term parking markets. While the rooftop valet program at the parking structures is currently underutilized, it is providing a valuable service by reducing the need for garage closures when at or near capacity. The City should explore options to optimize this service to increase use by commuters, including use of mobile technologies, relocating drop-off locations, or combining efforts with the on-street public valet. In both cases, collecting additional data from valet operators on use of these services will help the City and its partners make continuous improvements to the offerings for both commuters and visitors.

*Quick Win: Work with the current valet operator and existing City vendors, including SP+ and ParkMobile, to add mobile functionality to the valet program and increase data capture on use and program costs.*

Several parking operators offer proprietary applications that can support these types of customer conveniences, which can improve the efficiency of the valet program by allowing valet patrons to schedule their cars' return. ParkMobile, the City's mobile payment vendor, already provides valet features in other markets. If the current vendors cannot meet this objective, the City should consider incorporating this as a part of a future valet or parking operator solicitation.

**In the near-term**, City staff should continue to review the on-street public valet as it relates to use by long-term and permit parkers. While this service was not established with those parkers in mind, there may be an opportunity to meet some of the need for additional capacity in garages by offering a more convenient valet option than is currently provided in the rooftop program.

To further support the rooftop program, the City can look for locations where the valet drop-off and pick-up can happen on the ground floor. By relocating the valet to the lower level of the garage, drivers would be able to more quickly drop off and pick up their vehicle, which addresses one of the main complaints about the existing program.

The pricing should also reflect the increased convenience and cost to the City. In the case of the on-street, public valet being used by long-term parkers, a competitive rate analysis should be conducted quarterly to ensure the valet program is priced at a market rate and that the City is not subsidizing it in a way that is unsustainable or overly burdensome to the public. Structuring the rates for the valet services should – at a minimum – sustain the cost of the operation. These rates should be reviewed quarterly or annually, along with the utilization rates, to ensure that the program is providing adequate benefits and financial gain/loss remains neutral.

**Expand employee parking options.**

Building off of the above section, there are several opportunities to create additional capacity for long-term, employee parking in downtown Birmingham. One area where capacity is limited and utilization consistently exceeds 90% during the mid-day peak is at the north end of Old Woodward, around Lot 6. The City is already planning an expansion of that facility that will add 34 spaces to the lot, but additional capacity is still needed.

One option is to consider in line with the lot expansion is a redesign that would remove the single-space meters from a portion of the lot and demarcate separate areas for permit and short-term parking. In the permit parking areas, a pay station or gate can be installed to limit access, coupled

with a valet assist program that can be instituted during peak periods to more efficiently “stack” cars into the limited space.

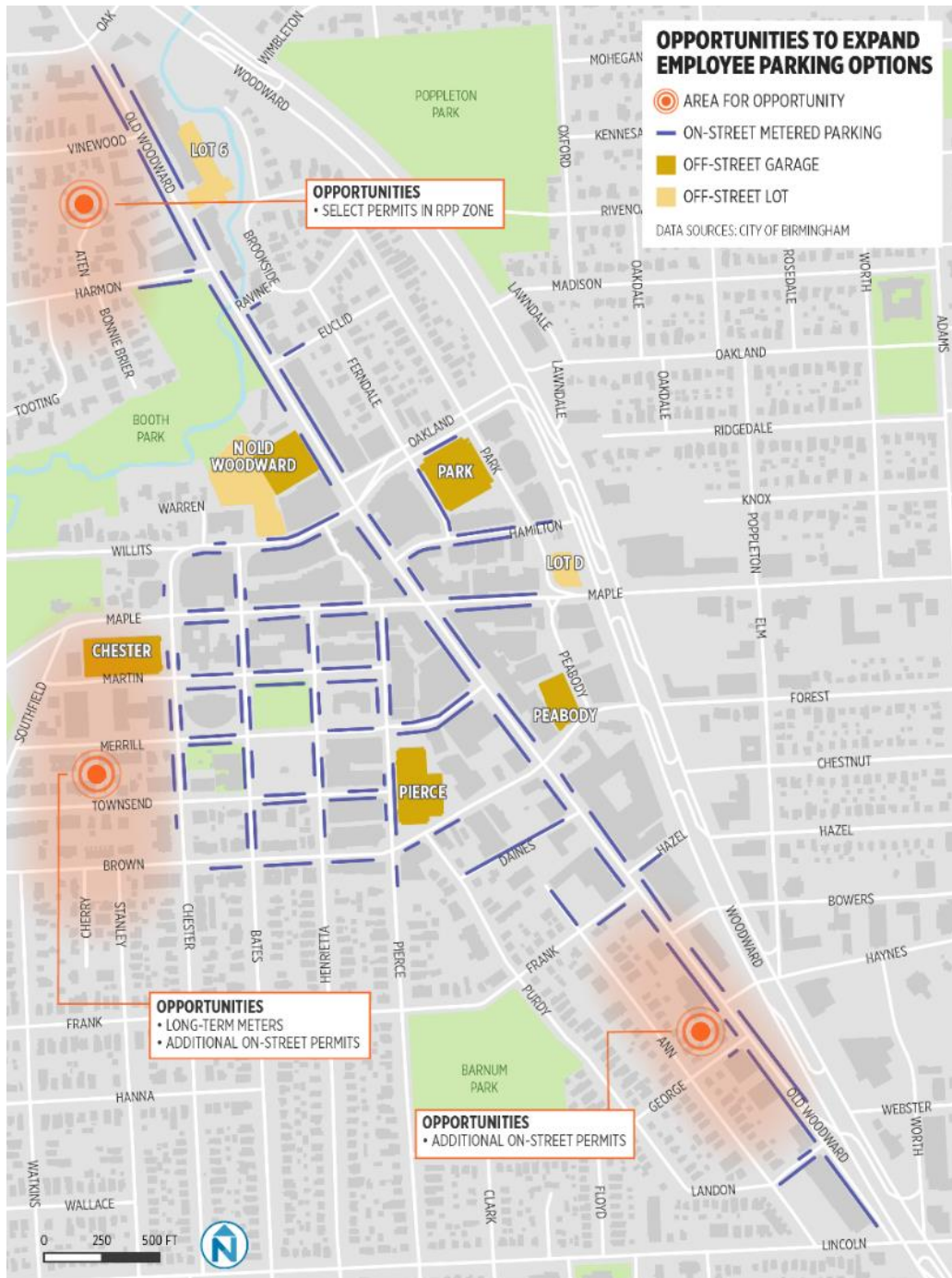
Nearby, another option is to look for opportunities on adjacent residential parking permit (RPP) streets where selective and strategic monthly permits can be issued. To ensure that residential access is maintained, the City should seek blocks with an average availability of at least 25% during hours when employee permits can be used. Careful monitoring and enforcement of these expansion zones will be critical to successful implementation.

These opportunities, as well as others to expand monthly permit issuance at on-street locations, exist in various zones throughout the downtown area.

**In the near-term**, the City should look for opportunities to pilot the following approaches to expanding on-street capacity for monthly permit parkers:

- Institute a program in residential permit parking (RPP) blocks, with permits limited to day time parking when resident parking demand is modest.
- Add on-street permits in underutilized metered blocks, such as has been initiated at the south end of Old Woodward.
- Examine on-street permit options on blocks that are not currently metered or included in RPP districts, including those on the southwest edge of downtown.

**Figure 4 On-street Employee Parking Opportunities**



Additional off-street opportunities have been elusive, but opportunities may arise over time that enable the City to broker shared parking agreements with private property owners who have excess capacity. The temporary lot lease (Lot 12) just east of the study area is a good example of a successful effort to add 156 permit spaces in the near-term. In the case of more remote parking opportunities, which have also been elusive, the City can offer a reduced rate and last-mile connections via commuter shuttle service, which will be discussed further in the following section.

## Improve Visitor Access to Short-term Parking

### Adjust parking rates to reflect demand patterns across downtown.

The City currently has only two on-street parking rates (\$1 and \$1.50 per hour), which limits the ability of pricing to influence the distribution of parking demand. Following the methodology described in the previous section, which uses availability as the key performance indicator (KPI), Birmingham should increase the gaps between on-street parking rates, and clearly communicate where the most- and least-expensive parking is located.

*Quick Win: Establish a third pricing tier and create a “premium rate” area where utilization is consistently highest to facilitate a shift in parking activity to areas of consistent availability.*

Pricing in this area may only be modestly higher than in the other two areas, but with three tiers, parkers who are knowledgeable about the pricing scheme and the consistent availability on lower-priced blocks will begin to opt for the ease and cost savings of parking in those areas. This stands to increase availability in the core and reduce the incidence of cars circling for parking in the center of the downtown Birmingham, when parking is available just one or two blocks away.

*Quick Win: Make some currently-metered on-street parking free during hours where capacity is constrained elsewhere in the system, to attract parkers and free up capacity elsewhere.*

In the near-term, in line with the recommendations in the monthly permit section, the City should continue to monitor utilization and review rates annually (at a minimum) to determine if additional adjustments are warranted, raising or lowering rates to address any meaningful gaps between targeted and actual availability. Again, ensuring transparency will also be important to public understanding and support and can be achieved by regularly publishing data, findings, and any subsequent management/pricing adjustments in an annual report.

Figure 5      Seattle On-Street Parking Occupancy Report

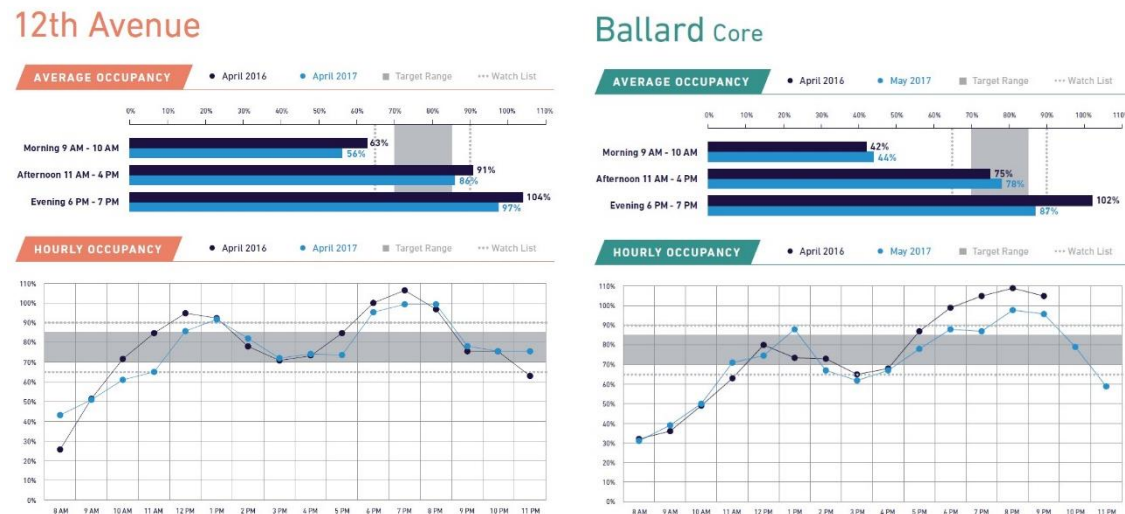
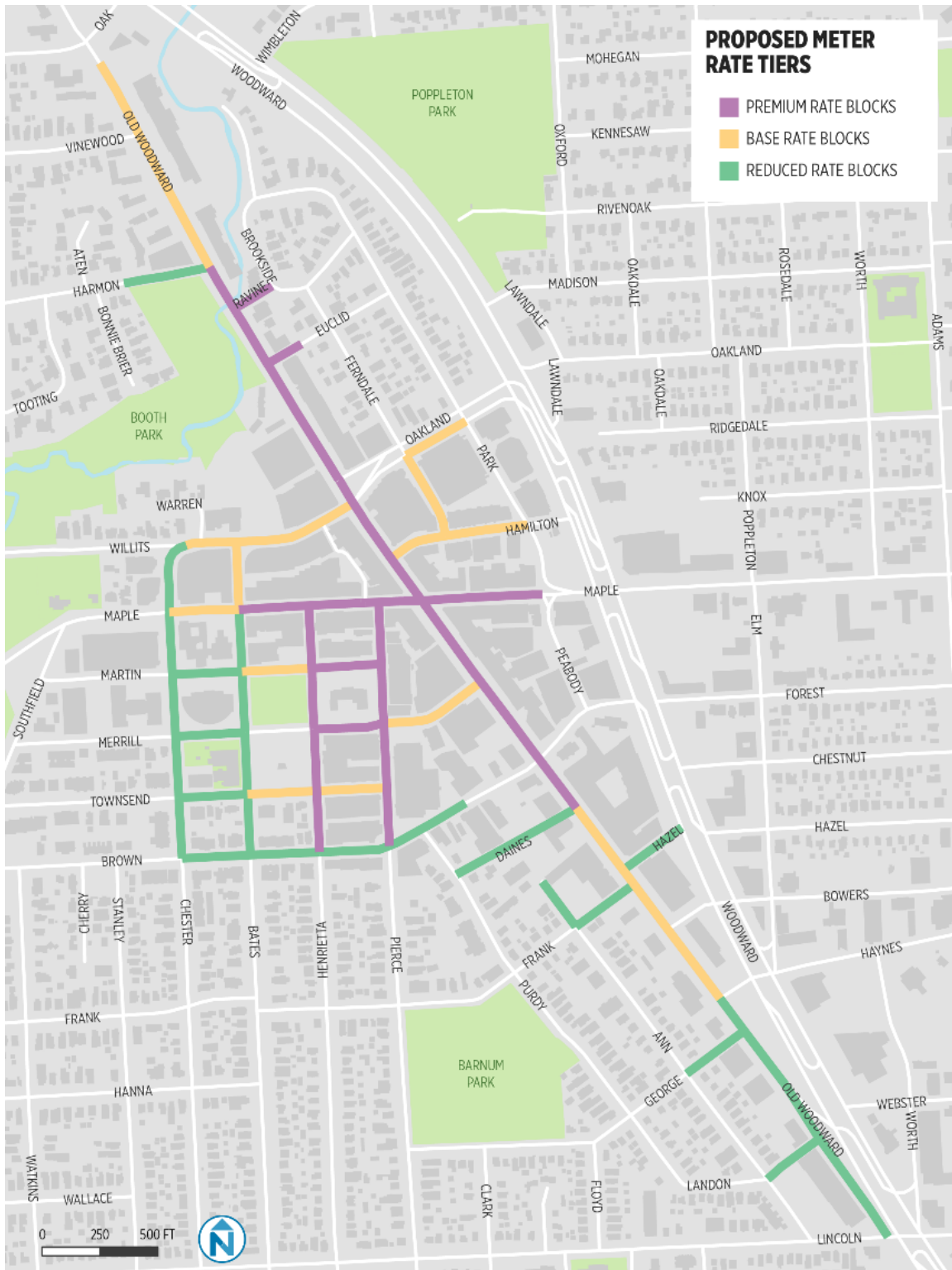


Image: Seattle Department of Transportation

**DOWNTOWN PARKING PLAN | FINAL REPORT**  
City of Birmingham, Michigan

**Figure 6 Tiered Parking Rate Concept**



### Ensure that all drivers know all their options.

Visitors are particularly dependent upon information, signage, and wayfinding to understand the full set of parking options available to them, but all users benefit from improvements to delivery and accuracy of information. The City already addresses several aspects of this well, including providing real-time garage availability information (both online and at the facility) and directing parkers to public valet locations. However, there are gaps in the provision of broader parking network information that can be addressed.

*Quick Win: Implement a comprehensive communications strategy to ensure that drivers know the difference in on-street parking rates and where to find the right-fit combination of convenience and cost for their downtown visit.*

The importance of signage and other public outreach in communicating the difference between parking zones and rates will increase with the implementation of performance-based management. This should be addressed as part of a comprehensive approach to increasing driver awareness of options, pricing, and regulations.

Branding with easily discernable information has been used effectively to help visitors understand and find key parking options, including free 2-hour parking in garages and the public valet service put into place while key downtown blocks are closed for construction. Building off these efforts, the City can work to develop a cohesive parking “brand” and information system, accessible online, via mobile device, and in the field, to enhance user understanding of parking options. A successful program will:

- Guide Visitors to “right fit” parking
- Improve predictability, reduce confusion and improve customer experience
- Redistribute demand to underutilized facilities
- Support performance-based management
- Help “brand” downtown Birmingham
- Improve aesthetics and streetscape

In the near-term, the City should work to align citywide planning and wayfinding efforts, building upon this work to create a cohesive sign program that creates clear and concise information to parkers. Using a color scheme to clearly mark premium-, base-, and reduced-rate parking locations – both on maps and via on-site signage – can support a performance-based pricing program. Similar efforts could be used to identify spaces in City garages or off-peak access to permit lots.

**Figure 7      Branding + Color Scheme Guide Drivers to Right-Fit Parking**



Image: Downtown Sacramento Partnership

### Optimize “Park Once” efficiencies.

Birmingham’s downtown parking system supports Park Once efficiencies, as most parking options allow drivers to leave their cars in place while they walk around downtown. By allowing drivers to leave their cars in place until they are ready to return home, and promoting area walkability, Park Once can convert potential, excess auto traffic into sidewalk vitality and active public spaces. From a parking demand perspective, it can significantly reduce parking supply needs, as drivers require fewer spaces to get to more downtown destinations.

To further enhance these conditions in downtown Birmingham, the City and its partners should continue to pursue opportunities for bicycle and pedestrian network improvements, as it is doing with the addition of bike parking options and pedestrian safety measures throughout the area.

**In the near-term**, the City should also look to add a downtown circulator to further connect various destinations in central business district and beyond. This opportunity was popular during community outreach across all audiences, with multiple employers expressing a willingness to support such a service. A circulator could serve multiple audiences in downtown Birmingham, beginning with visitors and extending to residents and daily commuters, by providing frequent and convenient connections throughout the downtown area. The same vehicles that can be used during mid-day and evening hours to provide local circulation for visitors, shoppers, and residents can be re-purposed during peak commuter hours to fill “first mile/last mile” gaps from remote parking facilities or transit services, making those options more attractive and practical for commuters.

These essential Park Once services can also communicate the downtown brand and make use of emerging electric and autonomous vehicle technologies. Several operators base revenues entirely on sponsorship and advertising sales, enabling them to offer the service free of charge to passengers.

**Figure 8** San Diego’s Free Ride Everywhere Downtown “FRED” Circulator



Image: Downtown San Diego Partnership

**Continue to refine Public Valet approach.**

The City recently committed to extending two public on-street valet locations beyond the Old Woodward construction period, due to popularity and customer demand. Birmingham staff should continue to review the on-street public valet for usefulness with input from parkers and the Birmingham Shopping District (BSD) and continue to work with the BSD and local merchants to expand marketing and outreach and pursue cost-sharing opportunities.

**In the near-term**, in addition to the valet recommendations in the commuter parking section, the City should pursue visitor valet opportunities in the Lot 6 areas, where there is a clear desire from merchants to expand the valet service to their district. This could improve parking options for both shoppers and employees in the vicinity. This will continue to be a challenging prospect for immediate implementation, as there is no proximate location for valet car storage, but the options highlighted in the previous section may also yield opportunities to extend valet service to visitors.

**Figure 9** Downtown Birmingham Public Valet Locations



Image: City of Birmingham

### Expand Mobile Payment Options to the Parking Structures.

Payment options for short-term parkers in the City's garages are currently limited to a credit card or IN Card. Community feedback indicated a desire for more options, both to increase payment flexibility and to reduce delays at parking entrance and exit. ParkMobile payments at the City's smart meters account for approximately 25% of transactions, suggesting that this popular option could be readily adopted by off-street parkers as well.

**In the near-term**, the City should explore options for either expanding their current ParkMobile contract or soliciting other vendors to allow mobile payment in the garages. Providing parkers with the option to pay for parking using their phone will help mitigate congestion at the exit gates, much of which is the result of delays caused by parkers who are using credit or IN Cards. ParkMobile and other vendors also offer "digital wallets," which can allow employers to pre-load funds into individual accounts. These mobile options can also enable after-hours payment for visitor use of permit lots, which can offset evening and weekend capacity issues in key areas.

In addition to ParkMobile, there are several Bluetooth mobile solutions that can be adapted to existing SKI DATA PARCS infrastructure for minimal cost that will allow parkers to access the garage or "vend the gate" using a pre-established wallet or account, akin to having a virtual IN Card. Several PARCS vendors are offering Bluetooth solutions. In most cases, the City would need to update the garage technology. However, one company (inugo) has successfully implemented an adaptive solution utilizing existing infrastructure. They install Bluetooth technology (\$1,000 per gate set up; \$1.00 per space per month for the back office) that allows visitors and permit holders to use their cell phone to access the garage, in most cases, hands-free.

### Take Advantage of Excess On-street Capacity

In aggregate, on-street supplies maintain significant excess capacity (<85% occupied) throughout weekday peaks and into the evenings. Much of this underutilized capacity is concentrated in areas around City garages that are, by contrast, at capacity much of the day. Current pricing cues – which apply a fee to the on-street spaces, but offer free 2-hour parking in nearby garages – are intensifying the supply constraints noted in some key downtown facilities, as well as one of the primary parking issues noted in this study – the lack of capacity to accommodate downtown employment growth via permits to City garages.

**Figure 10 Peak Weekday Mid-day Parking Utilization**



In line with the recommendations in the previous sections to improve access for monthly and daily parkers, there is an opportunity to shift parking from decks that are experiencing capacity constraints to on-street spaces, and within the on-street system to spaces that are currently under-utilized.

**Reduce short-term parking set-asides in City garages.**

*Quick Win: Reduce the number of spaces held for short-term parkers in select garages, shifting a modest amount of short-term parking demand into street spaces and freeing up spaces for additional permit parkers.*

Two garages – Chester and Pierce – offer opportunities for this transition. Chester is already most heavily used by parkers staying 5 hours or more, with only 15% of parkers staying 2 hours or less. It is also slightly less proximate to downtown’s primary visitor core. That said, there are currently only 42 spaces marked for short-term (<3-hour) parking, so the opportunity is not substantial. These spaces are also frequently used by visitors to the adjacent Baldwin House and Public Library. Coupled with the prior recommendation to expand on-street parking options in the vicinity and promote “right fit” options for visitors, there are multiple options to add capacity in this area to meet the needs of all users.

The Pierce garage, on the other hand, is the only garage with consistent availability (15% - 25%) during weekday daytime hours. Pierce is popular with short-term parkers, with more than 40% of current use by parkers staying less than 2 hours. So, a careful strategy – including proactive marketing/outreach to visitors who typically use this deck – should be examined in order to decipher where displaced short-term parkers would be directed, whether alternate garage locations or on-street spaces.

**Continue to provide short-term parkers with convenient, low-cost parking options**

*Quick Win: Make some currently-metered on-street parking free to provide a competitive alternative to free parking in City garages that lack capacity to offer monthly permits.*

To address the priority of accommodating more permit parkers in the City’s garages, steps can be taken to shift a portion of the short-term parkers to existing on-street meters during peak periods, thereby alleviating some of the excess demand on existing decks. Reducing the number of spaces held for short-term parkers in City garages, limiting the free 2-hour parking offering during peak periods (or in select garages), and offering lower-cost on-street parking options to short-term parkers will help facilitate this shift with pricing cues. Promoting free on-street parking in strategic locations will be an important counter-measure to ensure that short-term parkers are still provided with ample opportunities for convenient, low-cost downtown parking.

**Capitalize on Data Collection & Analysis Opportunities**

Data is currently collected through both automated and manual counts in Birmingham’s five public parking garages. The City’s parking Operator, SP+, provides regular reports on system performance to City staff and the Advisory Parking Committee. SKI DATA gate equipment data is continually monitored by SP+ and issues are addressed as they arise. However, the limitations in what this equipment can collect and provide impairs the City’s ability to most effectively evaluate and adjust system operations. On-street, the City’s recent investment in CivicSmart meters has provided new flexibility in payment options for customers, but the data collection opportunities have yet to be fully realized.

### **Utilize data collection capacity to support performance-based management**

The CivicSmart meters collect transaction data, which can be used as a proxy to measure utilization of the City's on-street parking, but the greater opportunity is to use the vehicle detection sensors to collect and communicate occupancy to both management personnel at the Police Department, and potentially, to communicate space availability to drivers. This functionality can improve time zone enforcement and provide an anti-feed function to facilitate turnover, as well as supplying an ongoing record of utilization throughout downtown. The City should be deliberate about communicating these functions to the public, positioning the changes as improvements to parking space availability and not as opportunities to increase revenues

*Quick Win: Utilize parking meter vehicle detection sensors to begin collecting comprehensive data on parking meter utilization in support of a performance-based management approach to parking pricing and regulations.*

If the sensor accuracy is still not meeting expectations, the City should continue to work with their vendor to optimize and test the equipment until it performs at optimal levels. In the meantime, the City can continue to evaluate transaction data or manually count on-street utilization on a regular schedule to begin to establish a more consistent and comprehensive record of capacity and use throughout the entire downtown.

### **Invest in License Plate Recognition (LPR) equipment.**

License Plate Recognition (LPR) technology offers opportunities to improve both parking facility operations and parking regulation enforcement. Fixed mount LPR equipment at garage access points can improve ingress/egress and shorten queuing issues at peak times, while also facilitating programs that monitor "performance," including tracking utilization during times of peak demand. This equipment could also help prevent parkers from misusing the two-hour free parking period offered in City garages.

In support of a performance-focused enforcement approach, mobile LPR devices can systematically collect "occupancy" data, via plate "reads" in facilities and on blocks where availability is most likely to be constrained. This provides a valuable source of data that can be matched utilization/availability of parking supply.

**In the near-term**, the City should consider a turnkey solicitation that incorporates operations services and parking technology support that would integrate with their existing SKI DATA equipment, garage security equipment, and provide both mobile and fixed LPR functionality. Ideally, the City would rely upon the same technology provider for both the fixed and mobile LPR solutions, providing the City with a dedicated vendor who would be responsible for the monitoring and upkeep of the equipment. Most importantly, the RFP should require proposers to outline methods for ensuring accurate data delivery and the ability to integrate with all current technologies that the City has deployed, plus future technologies that the City is considering.

Recognizing that there are concerns over the accuracy of mobile LPR technology for use in enforcement activities, it is useful to note that there have been significant improvements with LPR applications in recent years and multiple providers who can be solicited for qualifications and references. Prior to issuance of a formal RFP, the City could consider an RFQ, followed by reference checks with clients who are currently using each vendor's services.

### **Upgrade Parking Transaction & Management Software.**

Innovations in parking data management solutions can enable detailed, real-time analysis of parking transactions and utilization in support of performance-based management. The data

provided by these services can provide an in-depth review of historic and current parking demands while predicting future parking occupancies, enabling the City to act on a potential parking demand problem in a specific area before it happens by adjusting rates or regulations both on- and off-street. The City can assume active control of their parking inventory, optimizing their current parking assets and meeting the needs of multiple user groups.

*Quick Win: Upgrade & automate the permit wait list system to ensure efficiency and accuracy.*

The City and their operator should continue working to update the current wait list system to ensure an up-to-date catalog of parkers seeking monthly permits. As the City explores options to adjust rates and issue additional permits, it will be critical to have a dynamic, efficient, and accurate system that relies less on manual checks and direct communication and more on a clearly-defined, automated system of registration, confirmation, and issuance. New transaction and management software can help facilitate these enhancements. A reimbursable fee can be charged to wait list members in order to register and hold a slot, and annual (or semi-annual) updates can ensure that the list is current and permits are being issued to eligible parkers.

**In the near-term**, the City should explore options for contracting services that track parking patterns in real-time across networked on-street meters and off-street payment systems, using algorithms to convert this data into estimates of parking utilization and availability. Such services are relatively new, and often require “spot checks” of actual utilization/availability counts, via manual surveys or through LPR data, to establish and maintain accuracy. Taking the same approach as in the previous section, an initial RFQ for provider services should provide valuable information and references that the City can use to evaluate options leading up to a more formal RFP for a parking data management solution.

Vendors such as Smarking, ParkHub, and Luum offer a variety of services and the City should solicit their existing vendors to identify potential integrated solutions that may be available to them to help support parking data management and broader access and mobility solutions. ParkMobile, for example, has recently established several integrations that may be able to support Birmingham’s efforts, including on- and off-street payments, transit ticketing, pre-paid parking and reservations, valet, fleet vehicle programs, permit management, and charging stations payments. Recent RFQs from the City of Las Vegas and the District of Columbia could also provide insight into Birmingham’s approach to this opportunity.

## **Optimize Management & Operations**

Ensure streamlined and coordinated management within the City, while maximizing opportunities related to public and private growth, mobility, and sustainability initiatives.

### **Solicit Competitive Bids for Operator Services.**

The City has contracted with SP+ for facility maintenance and operations for its five parking structures since 1991. The service agreement has not been subject to competitive bidding or amendment since the original signing date, while technologies and management needs have changed. Drafting a solicitation for operator services will support new technologies and changing needs of the City and provide an opportunity to build in best practices and needs for current and future initiatives including:

- Customer service benchmarks
- General and specific garage maintenance requirements
- Coordination of parking information with the City and local stakeholders

- Providing advisory services on technology, policy, and parking data
- Collection, invoicing, and depositing of parking revenues
- Ability to monitor and provide service to parking garage equipment
- Permit management tools

In the near-term, City staff should work with the Advisory Parking Committee to evaluate comparable municipal programs that have service and operator agreements for their public facilities to identify best practices and lessons learned. By engaging other municipalities in reviewing their parking operator services, the City will be able to incorporate their own needs in the above key areas with successes and failures from their peers. This will help the City in crafting a comprehensive solicitation which not only incorporates the needs of Birmingham, but also identifies opportunities and services that should be considered, based upon the experiences of similar communities. The comprehensive solicitation should include:

- Support services, including customer service
- Permit management
- PARCS equipment, including integrated counting systems
- Security surveillance systems
- Elevator maintenance
- Preventative and long-term maintenance and cleaning
- LPR – fixed and mobile – including maintenance and warranty
- Data management and reporting solutions
- Valet services
- Wayfinding & signage
- Real-time information applications for owners and customers

State of the Practice examples of solicitation notices are provided as an appendix to this report.

### **Establish a Parking Ambassador Program.**

Many cities have shifted parking enforcement from police departments to other city or quasi-public agencies whose staff can focus their full attention on improving compliance and customer service. Examples of parking “ambassador” programs in cities like Omaha, NE and Fayetteville, AR place an emphasis on a customer service approach to enforcement. The first priority for these officers is to help visitors find their way and utilize the parking system appropriately, but their authority still allows them to monitor compliance and issue citations.

*Quick Win: Rebrand the Birmingham Police Department’s Parking Enforcement Assistant as “Parking Ambassadors” and ensure they have on-going training relative to visitor amenities, parking technologies, policies, and general parking information.*

Parking enforcement staff is often the only interaction that visitors have with representatives of the City, so they should be a positive representation for the community. A parking ambassador approach encourages a positive interaction, creating a better image for the City. Parking Ambassadors can be responsible for education and outreach to inform the public about program changes while performing their parking compliance duties.

**Long-term**, the City should monitor their current approach to parking enforcement, both from a customer service and from a resource/capacity standpoint. Adjustments can be made if Police Department staff would be better utilized on more pressing issues around community safety and well-being, or if repositioning of the parking enforcement “ambassadors” in a different department or partner agency would better align with City and community goals.

### **Refine the Assessment District Fee Approach.**

The current Birmingham Parking Assessment District model relies on periodic fees assessed to property owners in the district to support investments in public parking infrastructure, as needs arise. An alternative model, whereby fees are assessed on a consistent basis, may be more sustainable and politically feasible, while also providing a dependable revenue stream to support these capital investments, as well as potential City partnerships in joint-developments that address downtown's parking needs.

**In the near-term**, the City should evaluate the political and economic benefits and drawbacks of a revised approach, featuring a consistently collected assessment that can be set at a modest level. The public relations side of this option cannot be understated, and should focus on the predictability of a normalized assessment as a way to avoid the need for much larger "special" assessments if/when a new parking structure or other significant infrastructure need arises. This may also help reduce resistance to proposed new developments, which may trigger existing property-owner fears of a sudden and significant increase in their assessment liability. It will also make the cost of owning downtown property more predictable, attracting further investment.

## **Prepare for Future Growth**

### **Develop Park Once zoning strategies.**

Birmingham's zoning code already addresses parking design standards in detail and establishes a progressive set of parking requirements around new development in the downtown area and the Parking Assessment District. A deeper evaluation of the zoning code should be completed in coordination with the City's upcoming Master Plan process to ensure that parking can be expanded, as needed, to support continued growth in the downtown area, as well as in other mixed-use growth districts.

Focusing on a "Park Once" approach would embrace several of the following objectives and benefits:

- Ensure that public parking supplies can be expanded as needed, to avoid the redundant inefficiencies created by conventional parking requirements.
- Encourage continued growth by offering developers a variety of options to accommodate and/or mitigate the parking demand impacts of their projects.
- Generate mobility improvements and demand-reduction programs to both reduce parking demand and enhance increasingly sought-after multimodal amenities.
- Encourage shared use of existing private parking facilities that were built to meet previous parking requirements.

Elements to include in park-once zoning:

- Incentives to provide shared parking in privately developed parking facilities
- Limits on private, single-use on-site parking
- No limits on shared, on-site parking
- Fee options to exceed limits on private, on-site parking or to waive on-site requirements
- Incentives or requirements to directly provide mobility amenities and/or demand-reduction programs, as appropriate to the scale and use-mix of the project.

- A Joint-Development policy that leverages Park Once zoning, and seeks public-private, mixed-use projects as the primary mode of expanding public parking.

**In the near-term**, the City should evaluate its zoning code to uncover any conflicts between current regulations and the community's vision for creating walkable, mixed-use districts and should ensure that the Park Once approach to zoning is prioritized in the Master Plan process.

**Invest parking revenues in public improvements, beyond parking.**

Investing permit and meter revenue in local improvements can reinforce the message that the primary purpose of charging for parking is to manage the system, manage demand, and keep spaces available, not to fill budget gaps. Merchants, in particular, are much more likely to be supportive when they know that increased parking revenues will translate into noticeable public improvements. The primary purpose of the current parking fund – to maintain the parking system and fund expansion as necessary – would remain, while a relatively modest share of revenues would be available for improvements to streetscapes, public spaces, and mobility improvements that can directly reduce future parking expansions.

**In the near-term**, the City should evaluate potential restrictions on use of Parking System Enterprise Funds for non-parking improvements. If flexibility exists, the City should then pursue the following approach:

- Promote a “benefit district” approach to raise awareness of the local improvements provided by parking revenues.
- Evaluate access and mobility priorities with the Multimodal Transportation Board to determine where investments can address community needs.
- Ensure that benefits include non-driving mobility and commuter-benefit investments that can reduce parking demand (and, thus, performance-based rates).
- Provide annual updates on key investments made with parking revenues within an annual Performance-Based Management Report.

**Continue to refine Joint-Development approach.**

The pending redevelopment of the N. Old Woodward Garage is a great example of the City pursuing expansion of public parking via joint-development. In cities like Grand Rapids and Ann Arbor, similar approaches have become the default means of expanding parking-system supplies, taking advantage of the cost-sharing and facility-design benefits they offer, as compared to building dedicated parking structures.

As alluded to in the previous section, the City should consider opportunities to invest Parking Assessment revenues in these opportunities as a way of meeting the needs of the public parking supply. Development agreements will need to be explicit about the public improvements and City ownership/control of specific parking assets, in order to ensure that the assessment funds are dispersed as intended and remain invested in a public asset.

**In the near-term**, the City should continue to pursue the N. Old Woodward & Bates Street redevelopment project with the dual aims of increasing downtown investment and meeting the growing demand for parking within the downtown parking system.

**In the long-term**, the City should identify additional opportunities for the joint-development approach, including the existing public parking deck locations or public/private properties that are underutilized and could support mixed-use development that incorporates additional public parking supply.

## **IMMEDIATE ACTION STEPS**

The chart on the following page provides a summary of “Immediate Action Steps” that the City and its partners can follow to facilitate direct impacts on the priority areas. They are organized into the following five (5) areas:

***Update Permit System, Rates, & Sales***

***Implement Performance-Based On-Street Pricing***

***Expand Effective Capacity of Existing Supply***

***Improve Parking Experience and Information***

***Improve Internal Organization***

A comprehensive Implementation Guide is provided as an appendix to this report and summarizes the “Quick Wins” and near-term actions outlined in the previous section.

## IMMEDIATE ACTION STEPS

Recommendation	Key Action Steps	Responsible Parties	Target Outcomes	Other Considerations
<b>Update Permit System, Rates, &amp; Sales</b>	<ul style="list-style-type: none"> <li>Upgrade and automate the permit wait list system.</li> <li>Solicit contractor service for tracking parking use and integrating with management systems.</li> <li>Offer permits to the first 10 people on the wait list for the Pierce and Peabody garages.</li> <li>Increase the Chester, Park, and N. Old Woodward permit rates by \$10.</li> <li>Offer discounted and “flex” permit rates for carpools and vanpools and occasional parkers.</li> <li>Monitor utilization, issue more permits every 3 months, and further adjust rates as needed.</li> </ul>	<ul style="list-style-type: none"> <li>City of Birmingham               <ul style="list-style-type: none"> <li>City Manager</li> <li>City Commission</li> <li>Advisory Parking Committee</li> </ul> </li> <li>SP+</li> <li>Employers</li> </ul>	<ul style="list-style-type: none"> <li>Accurate, real-time permit &amp; utilization data</li> <li>More permits sold / smaller permit wait list</li> <li>Reduced gap between permit and daily parking rates</li> <li>Increased permit revenue</li> <li>Greater non-drive-alone mode share</li> </ul>	<ul style="list-style-type: none"> <li>Adjustments to pricing should be made in line with issuance of new permits.</li> <li>Consider long-term target rates and phasing plan to approach new rate structure.</li> <li>Communicate and promote objectives and opportunities with a clear communication plan.</li> </ul>
<b>Implement Performance-Based On-Street Pricing</b>	<ul style="list-style-type: none"> <li>Adopt a policy linking parking rates to demand and establish availability as the KPI.</li> <li>Establish a third pricing tier and “premium rate” area to shift parking activity.</li> <li>Make some currently-metered spaces free during hours when capacity is constrained.</li> <li>Activate meter sensors to assist with enforcement and data collection efforts.</li> <li>Monitor utilization to establish a solid base of data to inform policies and adjustments.</li> </ul>	<ul style="list-style-type: none"> <li>City of Birmingham               <ul style="list-style-type: none"> <li>City Manager</li> <li>Police Department</li> <li>City Commission</li> <li>Advisory Parking Committee</li> </ul> </li> <li>Birmingham Shopping District</li> <li>CivicSmart</li> </ul>	<ul style="list-style-type: none"> <li>Consistent, dependable on-street availability</li> <li>More even distribution of peak hour utilization</li> <li>Greater utilization of remote on-street spaces</li> <li>Improved enforcement of on-street regulations</li> <li>Accurate, real-time utilization data</li> </ul>	<ul style="list-style-type: none"> <li>Communicate and promote objectives and opportunities with a clear sign &amp; communication plan.</li> <li>Monitor equipment accuracy with regular manual checks.</li> </ul>
<b>Expand Effective Capacity of Existing Supply</b>	<ul style="list-style-type: none"> <li>Institute an employee permit program in residential permit parking zones.</li> <li>Provide a discrete number of permits for use on under-utilized metered blocks.</li> <li>Examine on-street permit options on blocks that are not currently metered or restricted.</li> <li>Reduce the number of spaces held for short-term parkers in select garages.</li> <li>Optimize the rooftop and on-street valet services with mobile function &amp; improved locations.</li> </ul>	<ul style="list-style-type: none"> <li>City of Birmingham               <ul style="list-style-type: none"> <li>City Manager</li> <li>Police Department</li> <li>City Commission</li> <li>Advisory Parking Committee</li> </ul> </li> <li>SP+</li> <li>In-House Valet</li> </ul>	<ul style="list-style-type: none"> <li>More permits sold / smaller permit wait list</li> <li>Greater utilization of remote on-street spaces</li> <li>Increased permit revenue</li> <li>Greater utilization of commuter valet program</li> <li>Improved valet program customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Communication with adjacent property owners and permit-holders will be key.</li> <li>Enforcement will be critical to success.</li> <li>Valet program costs and revenues should balance for a sustainable program.</li> <li>Valet locations must weigh options for convenience, circulation, and other needs.</li> </ul>
<b>Improve Parking Experience and Information</b>	<ul style="list-style-type: none"> <li>Implement a comprehensive communication plan to help drivers find right-fit parking.</li> <li>Develop signage to reflect parking options in support of the performance-based approach.</li> <li>Create a “welcome” package for new and existing employees to outline options &amp; benefits.</li> <li>Focus “Parking Ambassadors” on customer approach to parking and access services.</li> <li>Add mobile functionality to the valet parking service for both customer and operator use.</li> <li>Add mobile payment option to parking garages and expand promotion of IN cards.</li> </ul>	<ul style="list-style-type: none"> <li>City of Birmingham               <ul style="list-style-type: none"> <li>City Manager</li> <li>Police Department</li> <li>City Commission</li> <li>Advisory Parking Committee</li> <li>Planning Commission</li> </ul> </li> <li>Birmingham Shopping District</li> <li>SP+ / In-House Valet</li> <li>SKIDATA / Parkmobile</li> </ul>	<ul style="list-style-type: none"> <li>User-friendly parking system with ample, clear parking options</li> <li>Increased adoption of commuter benefits</li> <li>Better understanding of valet program use and function.</li> <li>Reduced queuing and service calls at gates</li> <li>Improved parking system customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Collaborate with strategic partners to inform &amp; market parking system changes.</li> <li>Look for opportunities to develop a “suite” of options that address parking &amp; access.</li> <li>Consider shifting parking enforcement to non-Police Department staff</li> </ul>
<b>Improve Internal Organization</b>	<ul style="list-style-type: none"> <li>Develop a comprehensive Operator solicitation that incorporates current City needs and opportunities for new or expanded services that meet City goals.</li> <li>Evaluate the City’s zoning code in line with the upcoming Master Plan update to uncover any conflicts between park once strategies and existing regulations.</li> <li>Begin a discussion of a revised Assessment District approach.</li> </ul>	<ul style="list-style-type: none"> <li>City of Birmingham               <ul style="list-style-type: none"> <li>City Manager</li> <li>Planning Department</li> <li>City Commission</li> <li>Advisory Parking Committee</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Clear, current, comprehensive Operator agreement</li> <li>Zoning code aligned with parking, mobility, access and development goals</li> <li>Sustainable, dependable assessment model that provides consistent system revenue</li> </ul>	<ul style="list-style-type: none"> <li>Reference comparable municipal parking programs, operator agreements, and RFPs.</li> <li>Weigh options that support continued development and access &amp; parking needs.</li> <li>Consider both economic and community/ political benefits of a refined approach.</li> </ul>

## **LONG-TERM CONSIDERATIONS**

While the above recommendations focus on opportunities for near-term implementation, the City and its partners should keep the following considerations in mind as the downtown area and other nearby mixed-use districts continue their growth.

### **Create a shared parking brokerage.**

Recognizing that the opportunities are currently limited, Birmingham and its partners can look for opportunities to develop a shared parking brokerage that includes both public and private facilities. Once pay-by-phone options have been established in downtown parking garages, the brokerage concept can provide opportunities to both expand the effective capacity of the entire downtown parking supply and to increase revenues for owners of parking supplies that are regularly under-utilized. The City, or another coordinating entity, would create a sense of cohesion and authenticity among the shared facilities that does not currently exist, increasing the legibility of the system as a whole and improving the user experience for the general public.

### **Monitor Emerging Mobility options and impacts on local access issues.**

Birmingham should continue to monitor emerging mobility options, including shared ride, electric, and autonomous vehicles, plus services provided by a growing number of transportation network companies (TNCs). As the alternatives to single-occupant-vehicle trips develop or mature, they could offer options that downtown commuters, residents, or visitors would support for some portion of trips. The impacts could include reduced demand for parking spaces (if personal vehicle ownership or use declines) or different kinds of parking spaces (for electric vehicles or for pick-up/drop-off by TNCs) that might warrant a shift in how Birmingham's downtown parking system is managed.

### **Develop TDM standards for downtown development.**

In line with Birmingham's effort to evaluate its zoning code and consider modifications to the Assessment District model, the City should evaluate the potential to establish requirements and/or incentives to include transportation demand management (TDM) strategies in downtown development projects. These can address growing concerns about the increasing demand on shared parking resources with lower cost interventions that focus on shifting travel behaviors. Examples include the following:

- Unbundled parking (parking is an optional cost for tenants who store a vehicle on-site)
- Car-share vehicles and/or parking
- Provision of shared bicycles or sponsorship of existing bike share programs
- Contribution to other shared mobility services, such as a downtown circulator
- Showers, lockers, and changing facilities for bicycle commuters (in commercial facilities)
- Transit pass benefits for residents or employees

### **Continue to improve and promote active transportation options.**

As outlined in the *Potential Strategies Overview*, the City should continue to build on its successful efforts to promote a walkable, bikable downtown. These include improvements to the pedestrian and bicycle network in line with roadway reconstruction projects and extend to efforts that connect downtown to the surrounding neighborhoods and broader region. The city should continue its work with the Multi-modal Transportation Board and other local and regional agencies to implement the recommendations of the 2013 *Multi-modal Transportation Plan*.

## **APPENDIX A**



# Existing Conditions Report

Downtown Parking Plan  
City of Birmingham, Michigan

June 2018

**N**  
NELSON  
NYGAARD

**MKSK**

**DIXON**  
RESOURCES UNLIMITED

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# 1 INTRODUCTION

## DOWNTOWN CONTEXT

The City of Birmingham has successfully positioned its Central Business District to attract investment in a highly competitive environment. The City has prioritized good design, smart use of land, and efficient coordination of infrastructure investments to foster a dense, walkable, mixed-use downtown. A major component of this is a comprehensive, self-funded, and strategically-managed public parking system that emphasizes shared-use efficiencies to reduce the amount of parking infrastructure required to keep downtown thriving.

Downtown Birmingham features a dynamic mix of housing, office space, retail, dining, entertainment, and civic attractions and amenities. It has a daytime population of almost 14,000. Approximately 300 unique national and local retail businesses operate among more than 1.5 million square feet of retail space and 2 million square feet of office space. Major employers include Google, McCann World Group, Clark Hill law firm, Munder Capital Management, and numerous other law, financial, architectural, and advertising firms. Birmingham's nightlife and entertainment boasts nearly 50 restaurants and 20 movie screens at two theaters.

This kind of success invariably brings challenges, particularly regarding parking and transportation. With more than 300,000 square feet of mixed-use development either under construction or near ground-breaking, it is critical that the City continue to effectively allocate resources – including an effective parking network – to serve existing and future downtown stakeholders.

## THE PARKING SYSTEM

Birmingham's downtown parking system consists of roughly 4,944 publicly-owned spaces, of which 3,423 are contained in five (5) public parking structures, 1,272 are metered, on-street, and 391 are contained in five (5) surface parking lots. Two private, independently run, parking structures are also located in the CBD and additional private parking lots are used by the City on a temporary basis to expand supply and meet pressing demand from permit parkers.

The parking structures are operated by SP+, with oversight by the City Manager's Office. On-street parking meters are managed and enforced by the Birmingham Police Department. The overall system is overseen by the City Manager's Office, while a 9-member Advisory Parking Committee meets regularly to address parking issues and make recommendations to the City Commission.

The City system is financed through an Enterprise Fund, which captures all parking revenue, with the exception of citation revenues, which go to the City's General Fund. The Enterprise Fund provides for cost recovery for day-to-day expenses, such as maintenance and operations, as well as capital investments that benefit the system on a long-term basis. Recent upgrades to system infrastructure include new traffic control equipment and Smart Meters throughout the CBD, which provide more payment options, real-time information, and operational efficiencies for both users and the City. New gate technology and signage have been added at all City garages to assist with real-time information and ease of ingress/egress.

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City of Birmingham, Michigan

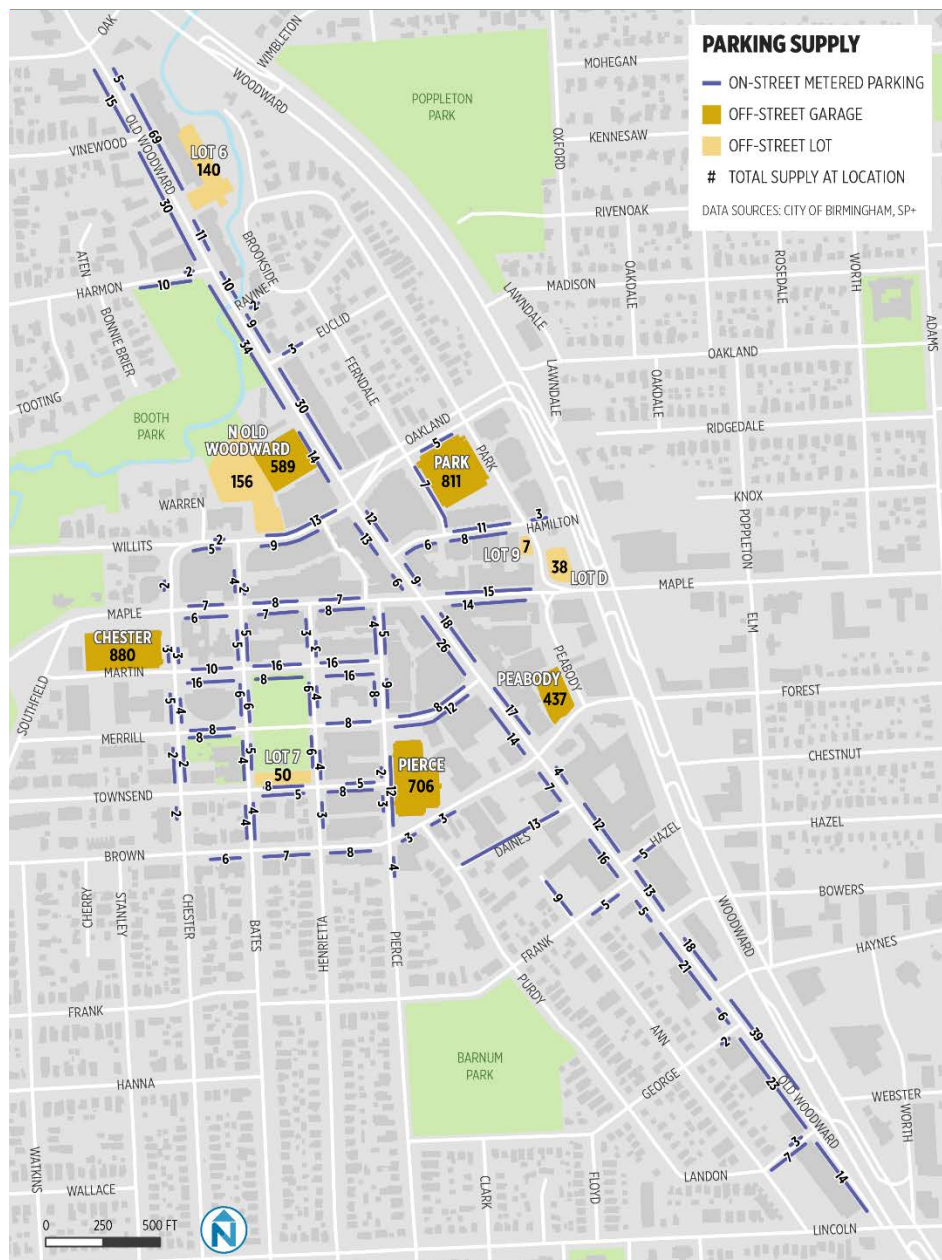
Parking demand has been steadily increasing, particularly for long-term/monthly parking, largely due to increased demand from downtown employers and employees and a growing number of mixed-use developments that have added more built space to the downtown market. The recent trend in “open office” workspace configurations, which situate more employees in less building space, has accelerated the increase in parking demand at a pace that has exceeded the provision of new places to park. To manage this increased demand, the City has invested in public valet services, leased private facilities to manage a public parking, and initiated a real-time information system to direct drivers to available parking options. The City has also adjusted permit and meter rates and is continually evaluating the technology, operations, and regulations in the parking system to ensure optimal system function and user experience.

## 2 EXISTING CONDITIONS

### PARKING SUPPLY

Birmingham's downtown parking system consists of roughly 4,944 publicly-owned spaces, of which 3,423 are contained in five (5) public parking structures, 1,272 are metered, on-street, and 391 are contained in five (5) surface parking lots.

Figure 1 Downtown Parking Supply



## On-Street

On-street parking is the primary function of the curb lane on most downtown streets, and most of this parking is metered. In total, there are more than 1,200 metered on-street spaces downtown, of which nearly half are found along Old Woodward Avenue.

### Regulation and Rates

Two-thirds of on-street spaces have an hourly fee of \$1.50, with the remaining spaces priced at \$1/hour. Over 75% all of the spaces have a time limit of one to two hours. Concentrated around the periphery of the CBD, 12% of spaces allow 4-hour parking, and another 12% of spaces allow for 12-hour parking.

Figure 2 On-Street Spaces by Hourly Fee and Time Limit (non-ADA)

Hourly Fee	# of Spaces	Share	Time Limit (hours)	# of Spaces	Share
\$1.00	376	32%	1	381	32%
\$1.50	802	68%	2	512	43%
Total	1,178	100%	4	139	12%
			12	146	12%
			Total	1,178	100%

Figure 3 On-Street Metered Space Hours and Pricing



## **Off-Street**

Five parking garages serve downtown Birmingham. At each, nearly half of the available spaces are set aside for hourly/daily parking, and the other half for permit parking. Chester is the largest, with a capacity of 880 spaces, while the Park and Pierce garages each have a capacity in the range of 700-800 spaces. The N. Old Woodward garage has nearly 600 spaces, plus another 156 spaces in an adjacent surface lot. The Peabody garage is the smallest garage in the system, with nearly 450 spaces. Collectively, the downtown garages provide just over 3,400 spaces.

Garage management and regulations generally seek to accommodate permit parkers on the upper levels, allowing for short-term, visitor parking on the lower levels. This is achieved by striping and signing transient parking spaces on the lower levels with white lines and the monthly parking spaces on the upper levels with yellow lines. Prior to a change made in summer 2018, transient spaces were restricted between the hours of 7 – 10 a.m. to discourage all-day parkers from filling the spaces before most retailers open. In line with the adjustments made during the Old Woodward construction project, the transient space restriction has shifted to a time limit of 3 hours, rather than a time of day restriction.

Free, 2-hour parking is promoted heavily through Birmingham Shopping District marketing materials and signage throughout downtown, with a goal of freeing up high-turnover on-street spaces and lowering the perception of a lack of available parking for downtown visitors.

The parking system also includes five surface parking lots, containing roughly 391 spaces, a little over half of which are managed as permit parking. The table on the following page provides a summary of these off-street facilities and their respective parking capacities.

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City of Birmingham, Michigan

Figure 4 Capacity of Parking System Garages and Surface Lots

Facility	# of Spaces		
	Hourly/Daily	Monthly	Total
<b>Garages</b>			
Pierce Garage	370	336	706
Park Garage	348	463	811
Peabody Garage	224	213	437
N. Old Woodward Garage	203	386	589
Chester Garage	370	510	880
<b>All Garages</b>	<b>1,515</b>	<b>1,908</b>	<b>3,423</b>
<b>Lots</b>			
N. Old Woodward Lot	156	-	156
Lot 6 Regular & Economy*	62	78	140
Lot 7	50		50
Lot 9	7		7
Lot D	-	38	38
<b>All Lots</b>	<b>275</b>	<b>116</b>	<b>391</b>
<b>All Off-Street</b>	<b>1,759</b>	<b>2,115</b>	<b>3,814</b>

*\*Lot 6 is metered and allows for both transient and permit parkers, with 62 spaces reserved for short-term parkers. Lot 6 permit-holders may also park at nearby on-street meters.*

### Regulation and Rates

Monthly permits are available for all off-street parking facilities, except the N. Old Woodward Lot. Permit rates were raised by the Advisory Parking Committee in July 2016, as the third in a series of graduated increases, dating to summer 2014, intended to bring rates closer to industry-standard/peer-city norms. An evening-only Monthly Permit is also available at a discounted rate and is targeted toward service-sector employees. These permits are \$20 less than the standard rates, allow for parking after 4:00 p.m., and require exit prior to the next regular business day. Approximately 100 permit holders currently take advantage of the discounted rates.

Current permit rates for each are listed in the table on the following page.

Figure 5      Monthly (permit) Parking Rates

Facility	Monthly Permit Rate
Pierce Garage	\$70
Park Garage	\$70
Peabody Garage	\$70
N. Old Woodward Garage	\$70
Chester Garage	\$50
Lot 6 Regular	\$70
Lot 6 Economy	\$50
Lot D	\$70

The City also provides hourly and daily parking rates at its garages, as follows.

- Less than 2 hours – Free
- Less than 3 hours – \$2
- Less than 4 hours – \$4
- Less than 5 hours – \$6
- Less than 6 hours – \$8
- More than 6 hours – \$10

### **Adjustments for Old Woodward Construction Period**

To mitigate the impacts of the 4-month Old Woodward Avenue reconstruction project, the City has initiated multiple measures to increase the availability of short-term/transient parking in its garages. By providing a rooftop valet assist for permit parkers and re-signing the lower levels (white-lined spaces) to allow for up to 3 hours of parking, these strategies will lead to additional capacity of up to 250 spaces across the five garages. In addition, the existing offering of free parking on Sundays has been extended to Saturdays as well. The changes will be monitored and evaluated for effectiveness throughout the construction period.

## **PARKING SYSTEM UTILIZATION**

### **Data Collection**

Assessing peak-hour utilization levels and patterns provides a means of determining the capacity of the downtown parking supply, as described above, to meet parking demand throughout a typical week. To this end, parking garage occupancy data was collected from the City's operator for multiple periods throughout the year. Lacking available data for on-street occupancy, our team conducted field surveys to document occupancy conditions, at the blockface level, across the study area. These counts were conducted on Wednesday, March 21, 2018. Counts were completed every two hours, between Noon and 8 p.m. Key Findings include the following:

## **On-Street**

- At any time of day, at least half of the metered block segments are underutilized (<70%).
- Usage is generally heaviest within a 1-2 block radius of Maple Road's intersections with Old Woodward Avenue and Pierce Street at all times of the day.
- During the lunch period, many block segments within a 1-2 block radius of Maple Road's intersections with Old Woodward Avenue and Pierce Street are at or near capacity.
- Utilization is generally consistently high on Old Woodward Avenue, between Vinewood Avenue and Oakland Avenue, though usage on several individual segments along this stretch fluctuate throughout the day.
- South of Maple Street, Old Woodward Avenue is most popular during the evening hours, but most segments are underutilized for most of the day.
- Outside of the most heavily used block segments, the utilization of nearly all of the remaining block segments remains below 70% at all times.
- As a whole, the downtown on-street system peaks at 68% during the lunch period (12pm-2pm) and remains between 57%-62% between 2pm and 8pm.

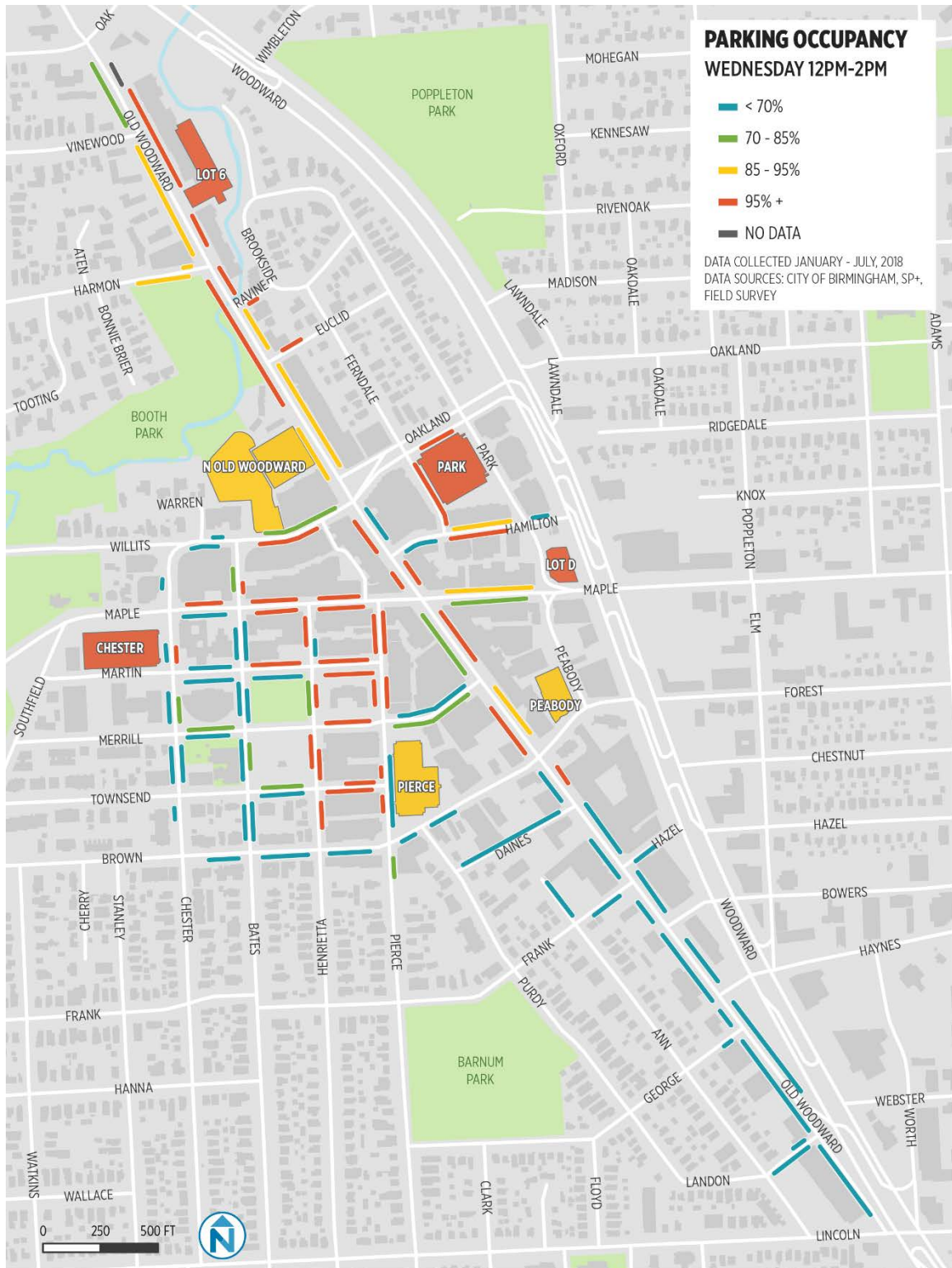
## **Off-Street**

- During the peak lunch period, each of the City's five garages exceeds 90% utilization.
- The Park and Chester garages are at or near capacity (over 95% utilization) during the peak lunch period.
- The total number of parkers in the 5 garages skews in favor of non-permitted parkers, at roughly 57% of the total.
- Of these parkers, 26% are staying between 5-12 hours (31% of the total for that duration), hinting at the number of commuters parking in the garages without monthly permits.
- The Chester garage is most heavily used by commuters and monthly permit holders, with the vast majority (73%) of users staying between 5-12 hours.
- Peabody and Pierce are used most heavily by short-term parkers, staying between 1-4 hours, but still have a sizable portion (34%) of parkers staying between 5-12 hours.
- Park and N. Old Woodward experience an even distribution of short stay (1-4 hour) and all-day (5-12 hour) parkers.

Parking system utilization is illustrated and further detailed in the figures on the following pages.

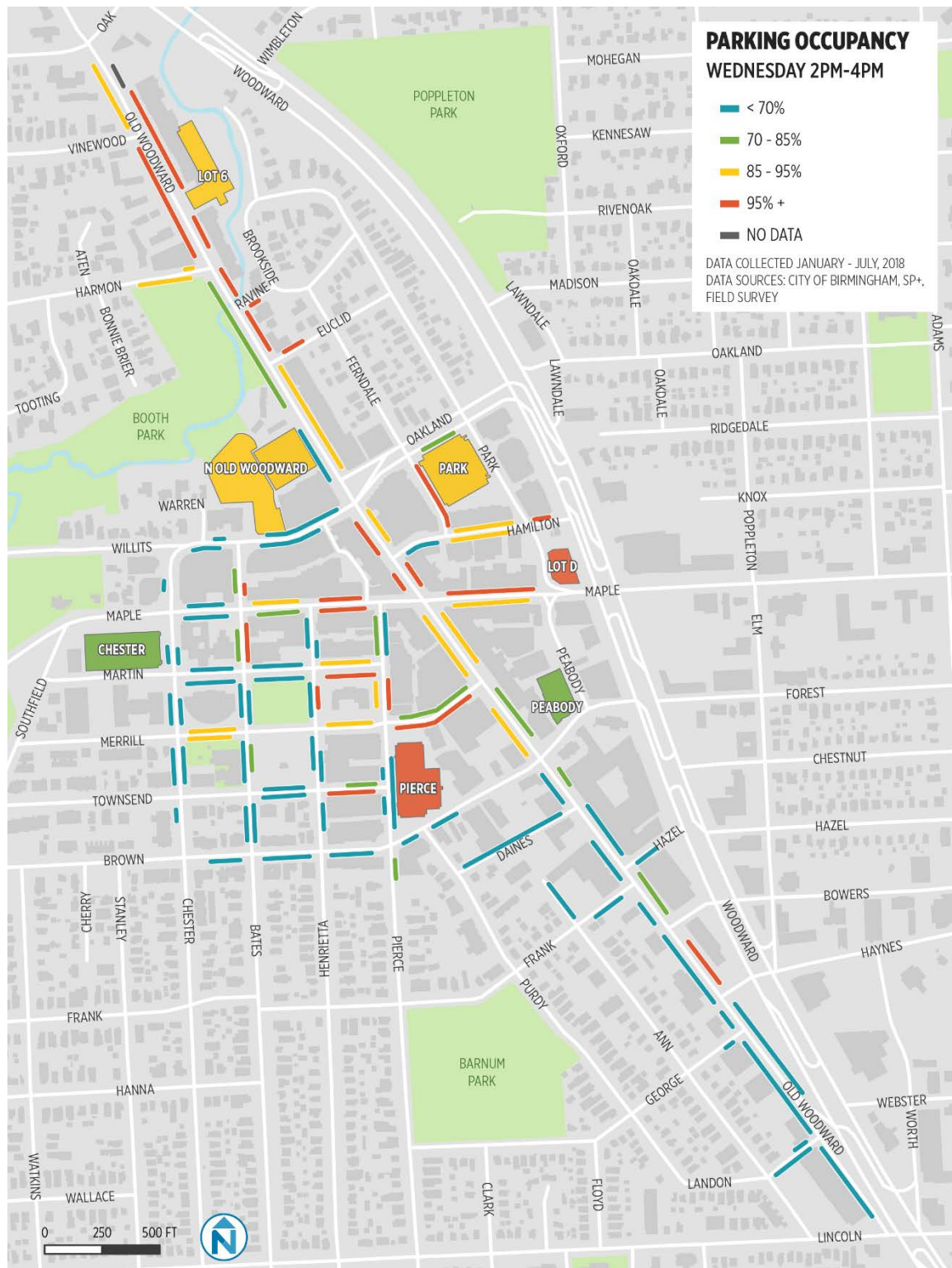
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**Figure 6** Parking System Utilization – Wednesday, 12pm-2pm



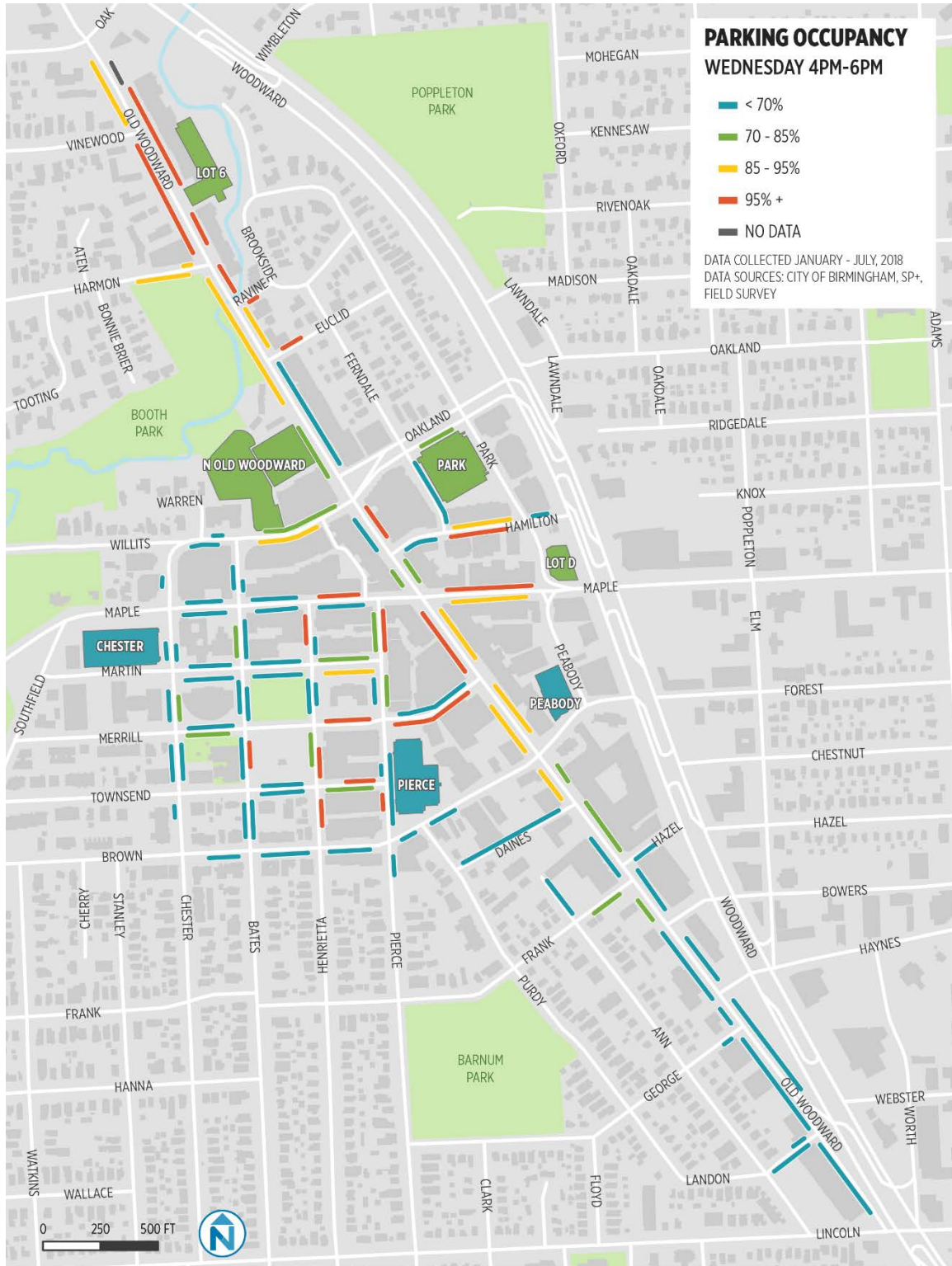
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**Figure 7**      **Parking System Utilization – Wednesday, 2pm-4pm**



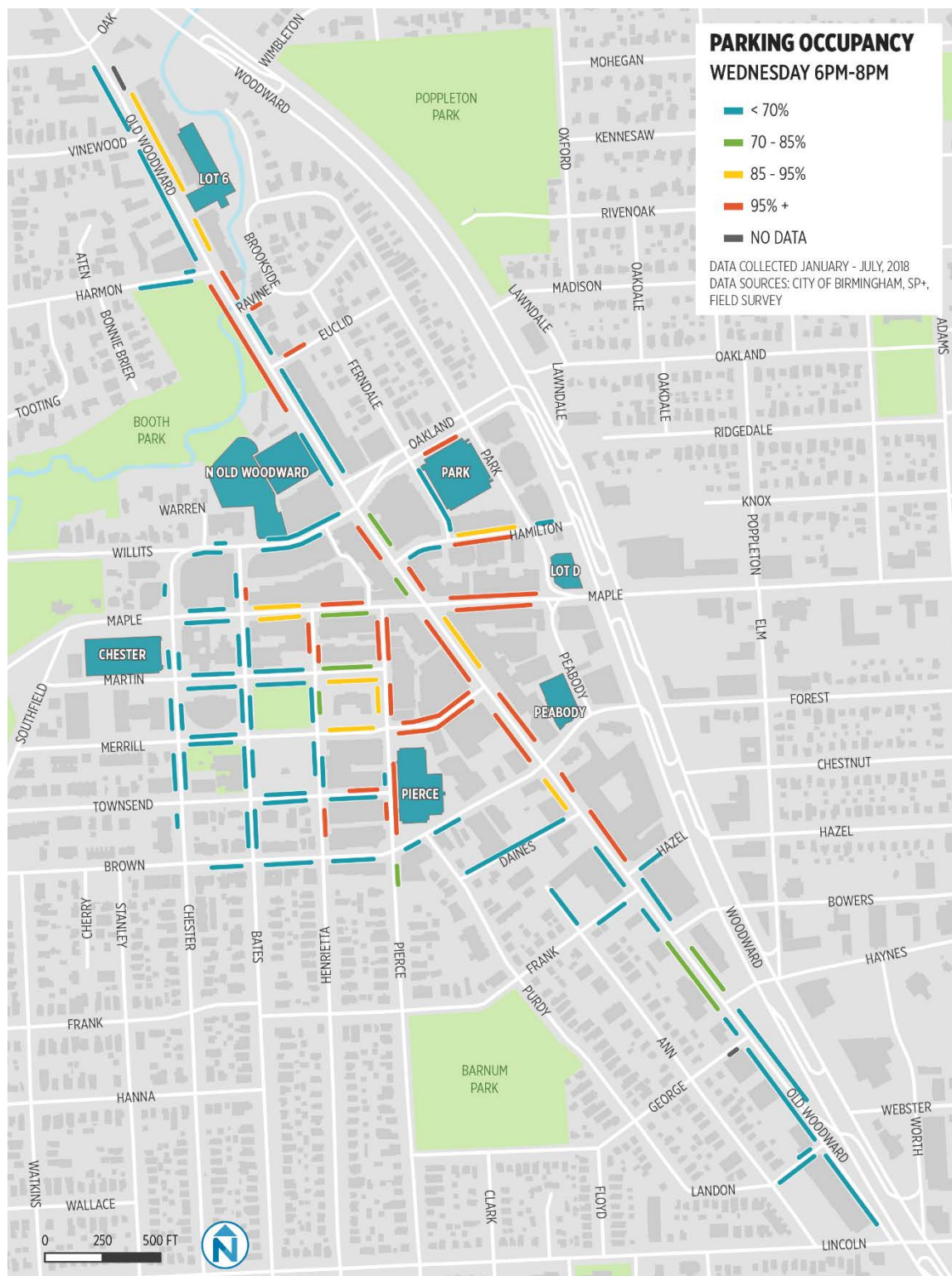
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**Figure 8**      **Parking System Utilization – Wednesday, 4pm-6pm**



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**Figure 9**      **Parking System Utilization – Wednesday, 6pm-8pm**



## Garage Utilization by User Type and Duration

The following tables and charts present additional detail on parking activity within the City's garages, comparing occupancy by user type and duration of stay. This data represents user patterns throughout the entire month of January 2018.

**Figure 10 Chester Activity by User Type**

Duration	Short-Term	Permit	
> 1 hr	100%	0%	2%
1-2 hrs	51%	49%	11%
3-4 hrs	45%	55%	10%
5-7 hrs	24%	76%	15%
8-12 hrs	17%	83%	58%
13+ hrs	14%	86%	3%
% of Total	26%	74%	

**Figure 11 Park Activity by User Type**

Duration	Short-Term	Permit	
> 1 hr	87%	13%	7%
1-2 hrs	95%	5%	20%
3-4 hrs	84%	16%	21%
5-7 hrs	50%	50%	11%
8-12 hrs	29%	71%	39%
13+ hrs	68%	32%	2%
% of Total	61%	39%	

**Figure 12 Peabody Activity by User Type**

Duration	Short-Term	Permit	
> 1 hr	86%	14%	6%
1-2 hrs	97%	3%	34%
3-4 hrs	83%	17%	21%
5-7 hrs	56%	44%	11%
8-12 hrs	30%	70%	22%
13-24 hrs	85%	15%	5%
% of Total	73%	27%	

**Figure 13 Pierce Activity by User Type**

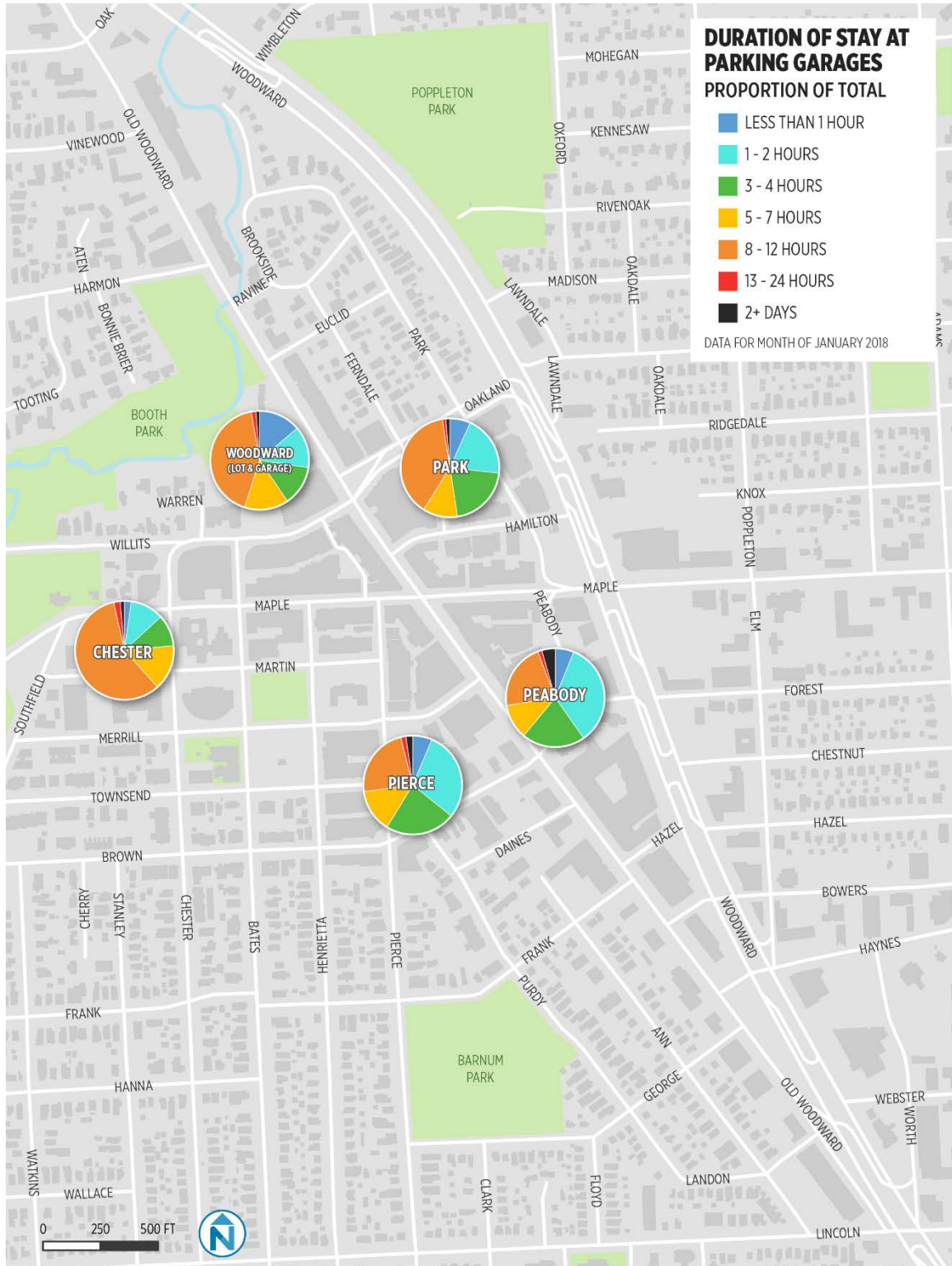
Duration	Short-Term	Permit	
> 1 hr	87%	13%	6%
1-2 hrs	96%	4%	29%
3-4 hrs	86%	14%	23%
5-7 hrs	58%	42%	14%
8-12 hrs	35%	65%	23%
13-24 hrs	74%	26%	4%
% of Total	73%	27%	

**Figure 14 N. Old Woodward Activity by User Type**

Duration	Short-Term	Permit	
> 1 hr	87%	13%	13%
1-2 hrs	85%	15%	17%
3-4 hrs	58%	42%	15%
5-7 hrs	36%	64%	15%
8-12 hrs	23%	77%	39%
13-24 hrs	47%	53%	2%
% of Total	47%	53%	

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**Figure 15**     **Duration of Stay at Birmingham Parking Garages**



## Key Considerations

The significant share of 5+ hour parking activity that is linked to non-permit-holders (roughly 30% at all five garages) may indicate just how common it is for employees to use validation or pay the full-day rate in lieu of a monthly permit.

- Based on community feedback, this is believed to be very common among downtown employees who are on the permit wait list.
- These parkers (or their employers) are paying a higher daily rate to park than permit-holders, suggesting acceptance of higher permit rates than those currently offered.
- Providing more permits will not likely result in higher utilization levels (or reduced availability) if such permits are provided to commuters who are already using these garages for full day parking.
- These are important factors in determining the appropriate “oversell” rate for permits.

## MANAGEMENT, OPERATIONS, & TECHNOLOGIES

### Overview

Over sight for the Birmingham Parking System is split between the City Manager’s Office, which is responsible for the off-street decks and lots, and the Police Department, which is responsible for management of the on-street parking system. The City Manager’s Office manages the contract for SP+, who provides day-to-day management and operations services for the City’s garages and off-street lots. These departments and their contractors report to the Advisory Parking Committee, the City Manager’s office, and the City Commission.

The parking system is financed through an Enterprise Fund, which provides for cost recovery of expenses that benefit the system on a long-term basis. These funds are used to pay for day-to-day maintenance & operation of the parking system, as well as capital investments, such as new machinery and equipment.

### On-Street Parking

#### Meters

Smart parking meters are in place for all metered, on-street spaces downtown. In January 2017, the City of Birmingham contracted with CivicSmart for the installation of new Liberty smart meters. The installation of the 1,195 single space meters and 77 dedicated ADA accessible meters was completed at the end of June 2017.

The meters accept payment by US coin, credit/debit card, and are also integrated with a mobile payment option through Parkmobile. Payments made using Parkmobile are displayed on the CivicSmart meters and reflect the paid parking time on the meter display. All meters include a 10-minute grace period that extends the displayed time beyond the expiration time. Payments can be extended

Figure 16 Smart Meter



using Parkmobile as long as the posted time limit has not been exceeded. The distribution of meter payments currently includes 45% coin payments, 30% credit card payments, and 25% Parkmobile payments. This compares to a 70% coin and 30% Parkmobile split prior to upgrade of the smart meters to accept credit card payments.

Concurrent with the meter upgrades, rates were increased for the first time in more than 20 years.

## Enforcement

Each CivicSmart parking meter is equipped with decals indicating the hours of enforcement, maximum time limit, credit card use instructions, Parkmobile zone information, and meter feeding restriction. Rates are displayed on the meter screen along with payment instructions. The ADA-accessible meters are identified with blue domes and housings, plus adjacent signage and blue pavement parkings to clearly indicate that the space is dedicated for disabled parking.

Parking enforcement is overseen by the Birmingham Police Department, who monitors compliance with a staff of Parking Enforcement Assistants (PEAs). The PEAs cover the downtown area, but do not have set routes, while Birmingham Police Officers manage complaint-response enforcement in the absence of on-duty PEAs. Currently, there are five PEAs – 1 full-time employee and 4 part-time employees. Enforcement schedules cover Monday through Saturday between the hours of 9:00 a.m. and 9:00 p.m. PEAs are equipped with handhelds that print citations on the spot. The handhelds are also integrated, in real-time, to show meter and Parkmobile payments.

Figure 17      Parking Enforcement Offenses and Fines

Parking Offenses & Fines	If paid before 10 days	If paid after 10 days
Expired meter: first seven offenses in calendar year	\$10	\$20
Expired meter: eight offenses or more in calendar year	\$30	\$40
Overtime in non-metered zone	\$10	\$20
Overtime in a time zone: less than 2 hours	\$15	\$25
Overtime in a time zone: 2 hours or longer	\$30	\$40
Stopping, standing or parking where prohibited	\$30	\$40
Parking over the meter line	\$10	\$20
Back into parking lot space	\$10	\$20
Keys in ignition or ignition unlocked	\$30	\$40
Other illegal parking	\$30	\$40
No parking here to corner	\$30	\$40
Handicap zone	\$100	\$125
Violation of snow emergency parking ordinance	\$50	\$75
Illegal parking in permit area	\$30	\$40
Illegal parking on private property	\$30	\$45

PEA daily responsibilities include enforcement of:

- All parking meters

- Metered and non-metered time zones
- Permit parking
- All-day parkers
- Radio calls for parking violation complaints
- Time zones which should be enforced on a regular basis
- Impounding vehicles for unpaid parking tickets

Violators have 10 days to pay or contest a parking citation before the fine escalates. Those wishing to contest a citation can submit the information on the back of the citation to request a court date. Vehicles with 6 unpaid citations and past 10 days due are eligible for towing. The City does not have a booting program. Parking Enforcement Assistants confirm a vehicle's citation payment status with the Treasury Department before requesting a tow truck. If the vehicle owner provides payment on the outstanding citations before the vehicle is towed, the tow will be cancelled.

### **Meter Collections**

Meter collections and enforcement are managed by the Birmingham Police Department – Services Division. PEAs and meter collection staff provide information to the public, ensure compliance of parking regulations, and provide daily maintenance of parking meters to keep them in working order.

### **Vehicle Detection Sensors**

Sensors have been installed at all Birmingham single space parking meters but the meter reset or “zero out” feature is not currently active. The meters have the ability to reset back to zero after a vehicle leaves a parking space if time remains on the meter. Until the vendor can prove accuracy, the sensors are collecting data that is compiled and verified by CivicSmart and City staff to ensure 100% accuracy before going “live” with the zero out feature. Sensors can also be used to communicate space availability to drivers, improve time zone enforcement, and provide an anti-feed function to facilitate turnover.

### **Public Valet**

Valet options are provided on downtown streets in the shopping district, as well as in the City-owned parking garages. The on-street valet is provided, year-round, by the Birmingham Shopping District and expands to multiple locations during peak holiday periods. During the Old Woodward construction project, the City has installed four valet parking stands around the construction zone to account for the reduced access to downtown businesses. The service provides two hours of free parking, Monday – Saturday, with stations averaging nearly 400 uses per week.

### **Residential Permit Parking**

To mitigate against potential “spillover” impacts of CBD parkers on downtown residential streets, the City has developed a residential permit parking (RPP) program. Permits are available to households within a RPP zone for \$8.00 per household and expire every two years.

Residential permit parking is enforced through PEA and Police Officer observations, largely led by resident complaints, due to lack of capacity to proactively patrol these zones. From May 2017 – April 2018, the Police Department received 115 complaints of non-permitted vehicles in RPP zones. PEAs and Police Officers issued 601 citations for parking permit violations during this

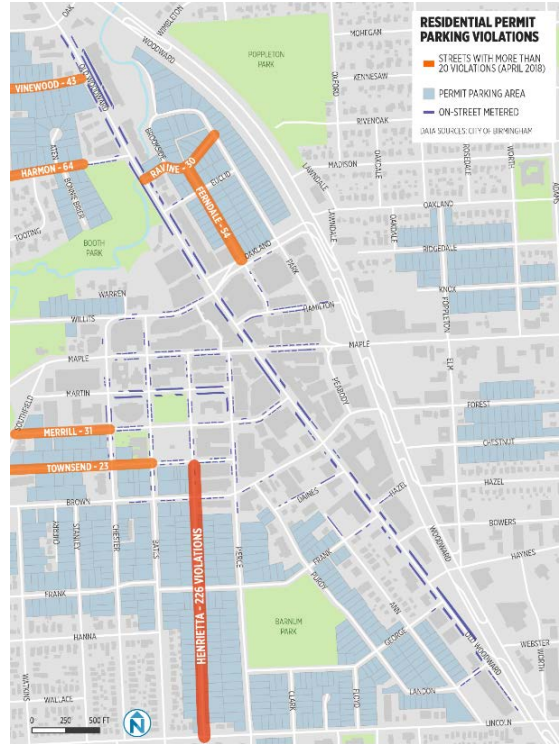
same period. With parking enforcement priority going to paid parking areas within the Central Business District, compliance in RPP areas can be inconsistent. Anecdotal reports indicate that compliance is a significant issue, however, as the cost of permits and the lengthy permit waiting list have led to regular use of RPP zones by commuters and others who do not have a place to park or who are not willing or able to pay the existing meter or garage rates.

The locations of the RPP zones and areas with high incidence of violations are illustrated in the following figures. Notably, Henrietta Street has nearly as many violations as the others combined.

Figure 18 Residential Permit Parking Zones



Figure 19 Streets with Most RPP violations



## Off-Street Parking

The City of Birmingham contracts with SP+ to operate and maintain its five parking garages. SP+ is responsible for managing the SKIDATA parking access and revenue control system (PARCS) equipment and financial reporting, management of the garage permits and waitlists, general garage maintenance and upkeep, and enforcement and monitoring of vehicles parked in the garages. SP+ uses 7 full-time office staff, 2 full-time field supervisors, 1 part-time field supervisor, 7 full-time maintenance staff, 6 part-time maintenance/ambassador staff, 2 full-time enforcement personnel, and 4 part-time valet staff to meet its contracted commitments. The garages are staffed 24 hours a day by SP+ staff, Monday through Saturday, with public office hours between 8:00 a.m. to 8:00 p.m.

Birmingham installed the SKIDATA PARCS equipment in the City's five garages between 2016-17, allowing for cashless entry and exit. The equipment configuration relies upon use of a permit, credit card, or IN Card – a pre-loaded payment card – upon both entrance and exit. The IN Card can be purchased for \$10.00, and then loaded with amounts of \$25, \$50, \$100, or \$200. It can

also be purchased with a zero-dollar balance for visitors who typically park within the free 2 hour limit. Permit holders have proximity access cards for entry and exit. There are no tickets printed and no cash is accepted, visitors must use the card in/out feature to utilize the City's garages.

### **Rooftop Valet**

The City, in conjunction with SP+, established a rooftop valet program at the N. Old Woodward Parking Structure to address weekday capacity issues. The valet service operates from about 9:30 a.m. to 2:00 p.m. and is variably offered in three additional garages. Drivers who cannot find a space on lower levels can turn their cars over to the valet at no additional cost. There is currently low utilization of the valet service. During the Old Woodward construction project, the City has added a more consistent (and mandatory) rooftop valet in four of the five garages to add capacity and accommodate additional demand. Evaluation of that service is ongoing.

### **Permit Waitlists**

Demand for downtown employee parking within the Central Business District has exceeded the number of permits available in all five parking structures. Individuals can be on multiple waitlists and, as of February 2018, the number of unique waitlist requests exceeded 3,100. The average wait for a garage permit is over two years.

Figure 20      Parking Permits and Waitlist Totals

Permits	Pierce	Park	Peabody	Woodward	Chester
Total # of Spaces	706	811	437	745	880
Maximum Monthly Permits Allocated	550	750	400	800	1,140
Current # of Active Permits	550	750	400	800	1,140
Total Vehicles on the Waitlist	946	875	915	1,120	797
Average # of weeks on Waitlist	143	82	141	126	57

### **Validation**

Parking validation has been offered in Birmingham for more than 10 years. The City recently added more validation options, including use of a pre-loaded INCard, validation cards, or through validation accounts set up by employers. The validation cards, which look like a monthly pass, are used for large validation accounts and regularly account for more than 200 parkers per day across the five City garages.

### **Compliance & Enforcement**

SP+ is responsible for enforcement in all City garages. Their enforcement staff are equipped with handheld enforcement devices that are used to issue warning notices. When a violation needs to be escalated to a parking citation, SP+ requests a City Parking Enforcement Assistant to write the citation. In cases of repeated permit abuse, SP+ has the ability to revoke a permit.

### **Financial Revenues and Reconciliations**

Birmingham's Parking System revenues include monthly permits, transient parking fees, on-street meter collections, and parking-related charges. Expenses include personnel & operating

costs, supplies, capital costs, and depreciation. Actual budget figures from FY 2015-16 show revenues of \$5.42 million with expenses totaling \$4.57 million. Projected figures from FY 2016-17 were for \$6.69 million in revenues and \$6.67 million in expenses, due primarily to increased charges for services and increased capital outlays. The approved 2017-18 budget includes \$8.11 million in revenues and \$5.59 in expenses. Excess revenues are kept within the Parking System Enterprise Fund and are used to pay for system improvements, such as capital investments in technology, equipment, and facilities.

### **Garages**

Revenues generated from the City's 5 parking decks represent 70% of the total budgeted Parking System revenue, or roughly \$5.7 million for the budgeted 2017-18 fiscal year. This includes parking permits, validation accounts, and hourly rate revenues from transient parkers.

### **Meters**

Surface lots and street meters account for 28% of the total budgeted Parking System revenue, or roughly \$2.3 million for the budgeted 2017-18 fiscal year. This includes payments by coin, credit card, and Parkmobile.

### **Fines**

Parking citation revenue for the 2016-2017 fiscal year totaled \$537,371.93 with an expected increase for 2017-2018 due to a new collections agency contract with Universal Fidelity. In March, approximately \$54,000 in unpaid parking citations were billed out by the City's Treasury office from the 2016 calendar year. Only about 5% of 2017 citations were sent to the City's collection agency for past due payments. Over 90% of all citations are paid by mail, in-person, by drop box, or online through Certified Payments. Citation revenues go into the City's General Fund, not the Parking System Enterprise Fund.

### **Controls and Processing**

Financial reconciliation with Parkmobile and SKIDATA is completed by the City's Treasury Department, while the Duncan meter management system access has been provided to the Birmingham Police Department. Credit card processing is provided by Heartland, at a \$0.12 flat transaction rate plus interchange. Chargeback requests are rare. SP+ provides the City Treasury with monthly garage revenue and expense reports, including a detailed utilization and revenue report from SKIDATA.

### **Financial Outlook**

The Parking System budget for 2017-2018 is estimated based on the current year revenue projections. Parking fee revenue is budgeted to increase approximately 20% over the prior year as a result of increases to monthly parking fees and meter rates. The Parking System's Enterprise Fund had a net position of \$28.6 million at the end of FY 2015-16, which is expected to grow to \$35.7 million by the end of FY 2017-18.

## SIGNAGE & WAYFINDING

### Directional Signage

Birmingham's parking signage and wayfinding program consists of a series of small, standard signs along the public right of way, extending for 2-3 blocks around each public parking deck. Additional shopping district banners are posted throughout downtown to promote the 2 hours of free parking in the parking decks, as well as seasonal events. The result is a simple system that can help visitors who are familiar with downtown Birmingham find a public garage. While for the most part efficient and effective, the system suffers from a variety of deficiencies, which are outlined below. Opportunities for updates and enhancements will be discussed further during the later stages of the plan process.

Figure 21 Directional Signage



### Facility Signage

Primary signage at the entrances to Birmingham's parking decks consists of a large "PARK" sign, followed by the name of the structure. These signs are illuminated at night and are accompanied by additional signs that communicate real-time availability, connected to a parking "widget" available on the City's website. The exception to this style is the N. Old Woodward Garage, which features more modern exterior signage. Additional free-standing gate signage details parking rates and regulations. Signage on the interior of the garages provides directional information and identification of which spaces are to be used by transient or monthly parkers. Additional signs include downtown maps and "iconic" identification signs near the elevators/stairs.

Figure 22 Pierce Street Garage Entry



## Curbside Signage

Curbside regulatory signage is uniformly applied throughout downtown Birmingham. Signs demarcate no parking areas, loading zones, and ADA parking spaces and are accompanied by curb and surface striping. Metered space information and regulations are contained on the parking meters themselves. Temporary signage is used to identify valet and construction zones, as appropriate. Around the periphery of the CBD, curbside signs identify non-metered parking zone regulations and residential parking permit zones.

Figure 23 Curbside Signage



## Issues/Challenges

Key findings include the following:

- Parking directional signage does not extend more than 2-3 blocks beyond a given structure, leaving unfamiliar visitors without essential clues or “confidence markers” to let them know that they are heading in the right direction.
- Current signage does not identify which garage or destinations it is directing to. This may lead a driver to a garage that is not ideally suited for their destination.
- Parking directional signage lacks visibility due to its muted green colors (see Figure 22). This coloring blends into the surrounding light poles, traffic posts, and trees, instead of standing out for moving drivers to see.
- Existing parking wayfinding signs lacks a cohesive, downtown-wide theme (see Figure 23). The fonts, styles, and colors vary between sign types.

**Downtown Parking Plan | Existing Conditions Report**  
City of Birmingham, Michigan

- Neither sidewalk, nor facility signage include pedestrian-friendly directories or information, which help to guide patrons from parking garages to destinations.
- Facility and interior signs are old, faded, and often contain outdated or inaccurate information.
- Temporary facility and valet signage being used during Old Woodward Ave. reconstruction should be evaluated for use beyond the construction period
- Curbside signs for loading zones include no information on time-of-day restrictions.
- Signage locations and positioning may change following the construction on Old Woodward Ave. and subsequent planning efforts that look at conditions beyond the CBD.

Figure 24 Signage Blends in with Surroundings

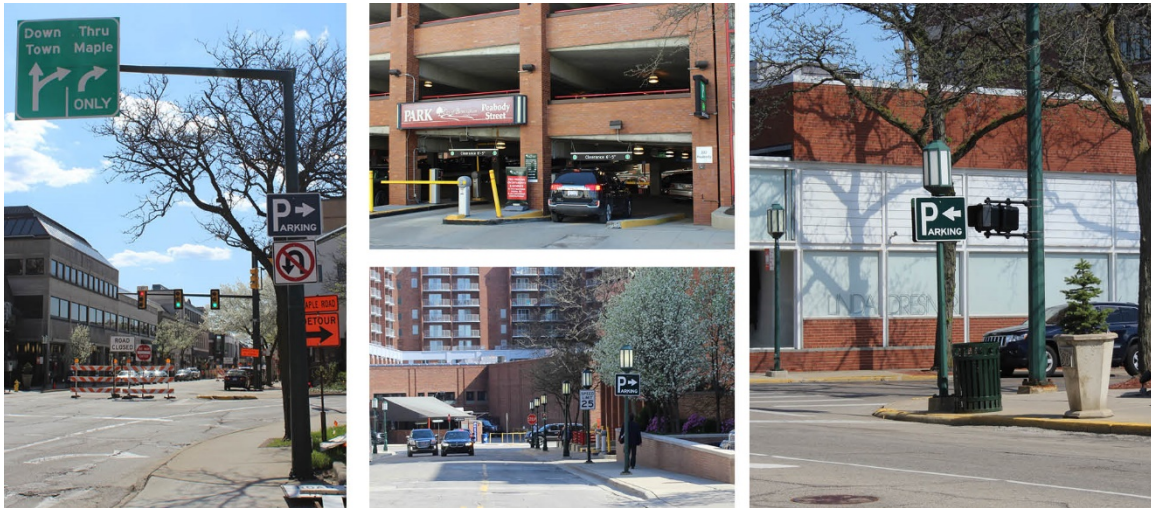


Figure 25 Lack of Sign Family Cohesion



### 3 ANTICIPATED PARKING CONDITION CHANGES

Following is a summary of expected changes to the parking supply and demand conditions outlined above. It is based on information provided by the City on:

- Expected development
- City plans to expand supplies

#### EXPECTED DEVELOPMENT PROJECTS

Downtown Birmingham is expected see over 300,000 sq. ft. in new development in the near future. These developments include lodging/hospitality, residential, and mixed-use commercial buildings. A summary of these known developments is provided below, including a description of uses and parking requirements, which are significantly impacted by location inside or outside of the Parking Assessment District. Developments include the following:

- A 49,625 sq. ft. residential development at 369 N. Old Woodward
- A 106,500 sq. ft. residential development at 856 N. Old Woodward
- A 25,182 sq. ft. hotel development at 298 S. Old Woodward
- A 114,500 sq. ft. office and residential development at 34965 Woodward
- A 27,000 sq. ft. mixed-use development at 277 Pierce Street



#### **369 N. Old Woodward: Brookside**

Outside Parking Assessment District<sup>1</sup>

1<sup>st</sup> Floor: 6,900 sf retail

2<sup>nd</sup> — 5<sup>th</sup> Floors: 29 residential units

#### **Parking Requirements:**

- Residential: 57 spaces
- Commercial: 23 spaces
- Total Required: 80
- Total Planned: 80 on-site, 6 on-street

---

<sup>1</sup> Brookside was added to the Parking Assessment District during the approval process, but is still providing the requisite number of parking spaces.



**856 N. Old Woodward: The Pearl**

Outside Parking Assessment District

1<sup>st</sup> Floor: 4,500 sf retail

2<sup>nd</sup> – 4<sup>th</sup> Floors: 26 residential units

**Parking Requirements:**

- Residential: 52 spaces
- Commercial: 12 spaces
- Total Required: 64
- Total Planned: 71 on-site, 6 on-street



**298 S. Old Woodward: Daxton Hotel**

Inside Parking Assessment District

1<sup>st</sup> Floor: 15,411 sf commercial & hospitality

2<sup>nd</sup> – 4<sup>th</sup> Floors: 126 Hotel rooms

5<sup>th</sup> Floor: 17 residential units

**Parking Requirements:**

- Residential: 21 spaces
- Hotel, Restaurant, Banquet: Exempt
- Total Required: 21 spaces
- Total Planned: 74 on-site + valet



**34965 Woodward: Peabody Building**

Inside Parking Assessment District

1<sup>st</sup> Floor: 14,855 sf retail/office

2<sup>nd</sup> – 4<sup>th</sup> Floors: 62,890 sf office/commercial

5<sup>th</sup> Floor: 10 residential units

**Parking Requirements:**

- Residential: 15 spaces
- Retail/Office: Exempt
- Total Required: 15 spaces
- Total Planned: 90 on-site + 11 on-street



## 277 Pierce Street

## Inside Parking Assessment District

**1<sup>st</sup> Floor: 2,867 sf retail**

**2<sup>nd</sup> – 4<sup>th</sup> Floors: 11,400 sf office**

**5<sup>th</sup> Floor: 1 residential unit**

### **Parking Requirements:**

- Residential: 2 spaces
- Retail/Office: Exempt
- Total Required: 2 spaces
- Total Planned: 2 spaces on-site

## Land Use Summary

In total, these projects are expected to add more than 80 housing units, 37,000 square feet of ground floor retail/commercial space, 126 hotel rooms, and 80,000 square feet of office space.

**Figure 26 Expected Development - Land Use Summary**

Project	Residential Units	Hotel Units	Retail SF	Commercial SF	Food/Bev SF	Office SF
369 N. Old Woodward	29		6,900			
856 N. Old Woodward	26		4,500			
298 S. Old Woodward	17	126		7,706	7,706	
34965 Woodward	10		7,428			70,318
277 Pierce Street	1		2,867			11,400
All	83	126	21,695	7,706	7,706	81,718

## Projected Parking Demand

To make a quick, baseline projection of parking demand, we entered these summary measures into our proprietary shared-parking model, which was developed as a refinement of the Urban Land Institute (ULI) industry-standard shared-parking model to reflect impacts of walkable-urban development contexts. Like the ULI model, ours assumes that most to all parking demand generated by the added land uses would be accommodated within a shared parking supply. Our model outputs suggest a parking demand peak of 391 spaces, in aggregate, for all projects. An optimal supply target for this projected demand would be 434 spaces, which would result in a 90% utilization rate during peak periods.

## Parking Requirements and Supply Summary

In all, these projects are expected to provide over 300 on-site parking space, despite parking requirements totaling just 182 spaces.

Figure 27 Expected Development - Parking Requirements and Proposed Supply

Project	Parking Spaces Required	Planned Supply
369 N. Old Woodward	80	80
856 N. Old Woodward	64	71
298 S. Old Woodward	21	74
34965 Woodward	15	90
277 Pierce Street	2	2
All	182	317

Comparing the total planned supply of 317 spaces to the projected peak parking demand of 391 spaces, and the target of 434 added parking spaces, it is reasonable to assume that these projects will need to utilize roughly 117 spaces of additional capacity within the City parking system. These projects expect to find these spaces within the Downtown Parking System. However, if we assume that the current parking system is at capacity and cannot absorb additional demand, the City has begun to address additions to parking supply to meet these and additional needs.

## ADDED PARKING SUPPLY

### Lot Lease

The City has signed an 18-month lease with the owner of an undeveloped property just outside of the CBD. They are working to make improvements to the new “Lot 12” that will add 156 permit spaces to the downtown inventory. Permits will be distributed to members of the City’s waiting list at a rate of \$ 60/month.

**Net Supply Gain: 156 spaces (temporary)**

### Lot Expansions

The City is also looking at options to expand supply and use at existing lots. At Lot 6, which is located on the north end of downtown, the City is exploring plans to expand the lot to accommodate 34 additional parking spaces, as well as a bioswale to handle surface runoff. The lot is shared by visitors and permit parkers and is regularly at capacity during weekday business hours.

**Net Supply Gain: 34 spaces (permanent)**

## New Garage

Most significantly, the City is working on concepts for the redevelopment of the N. Old Woodward garage, which is the oldest structure in the parking system. Built in 1966, the garage and adjacent surface lot have 745 parking spaces. A joint development agreement is being sought for a 1,150-space garage, with ground floor retail and the potential for development of multiple office and residential buildings, plus the extension of Bates Street into the site. The development will also be expected to provide parking for on-site users, per existing

Figure 28 N. Old Woodward Garage Redevelopment – RFQ Concept



zoning and Parking Assessment District regulations. However, the potential exists for some of the new capacity to be absorbed by new users as part of the adjacent property development. A request for qualifications was issued by the City in early 2017, followed by a request for proposals in September. Two proposals were reviewed by Birmingham's Ad Hoc Parking Committee in February and March, with addition review forthcoming. The goal is to approve a final development plan by early 2019.

**Net Supply Gain: 405 spaces (permanent, though not firm)**

**Net Supply Change: 595 spaces (439 permanent, 156 temporary)**

Considering the projected needs for the expected developments highlighted in this section and the projected net unmet demand for new parking from those projects, the addition of 595 spaces to the Downtown Parking System would more than meet the need. The caveat being that the N. Old Woodward & Bates Street development is not yet firm and final parking supply and demand figures have yet to be determined.

In addition, the City continues to explore ways to expand effective capacities through a variety of approaches, including the rooftop valet, sale of additional on-street permits on lesser used blocks, and in negotiations with private parking facility owners for shared and remote parking opportunities. These, and other strategies, will be explored further in the forthcoming strategies and recommendations document.

## **APPENDIX B**



## MEMORANDUM

To: City of Birmingham

From: Nelson\Nygaard, MKSK

Date: August 15, 2018

Subject: Birmingham Parking – Community Engagement Summary

### Overview

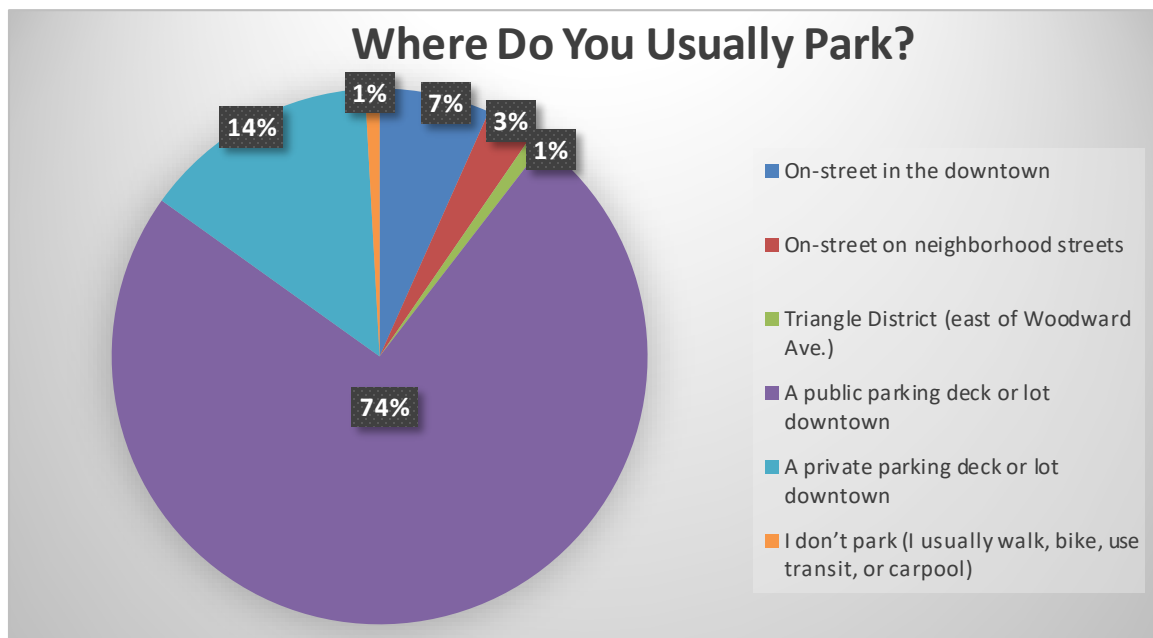
The 2018 Birmingham Downtown Parking Plan featured a community engagement plan that included the following:

- 1) Online Survey
- 2) Merchant Meeting
- 3) Intercept Survey
- 4) Public Open House

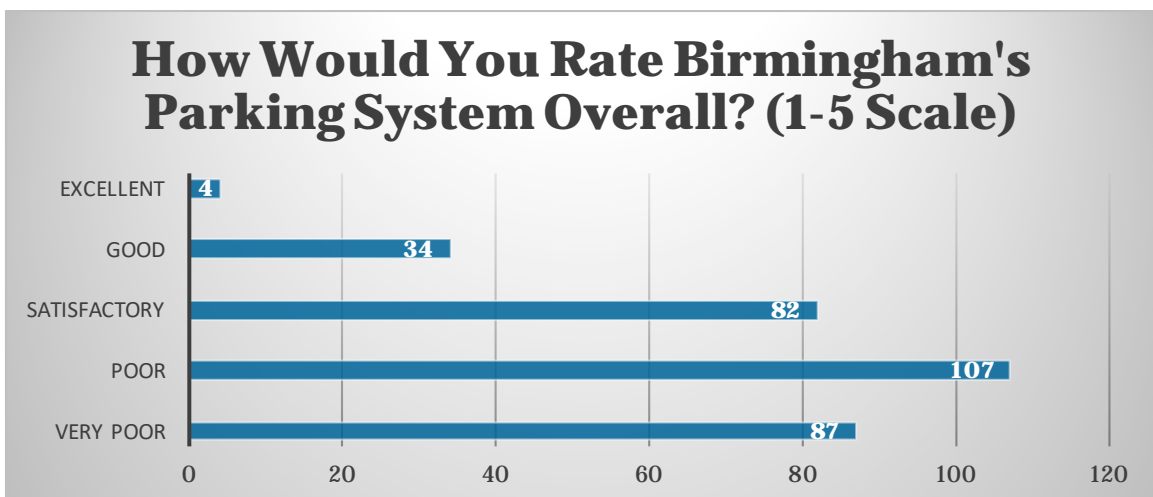
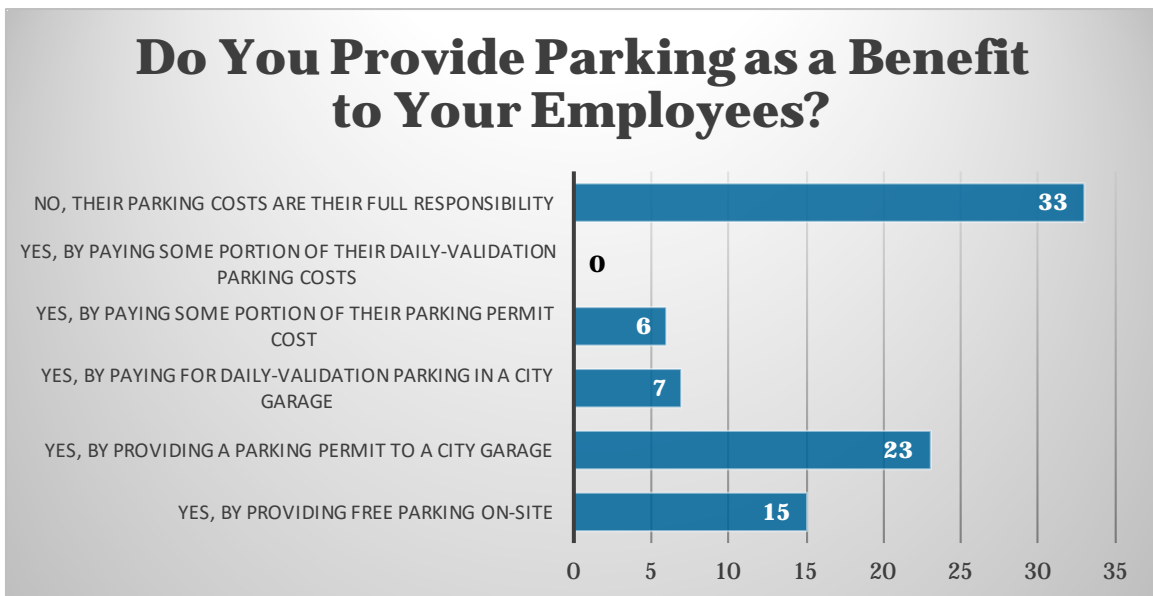
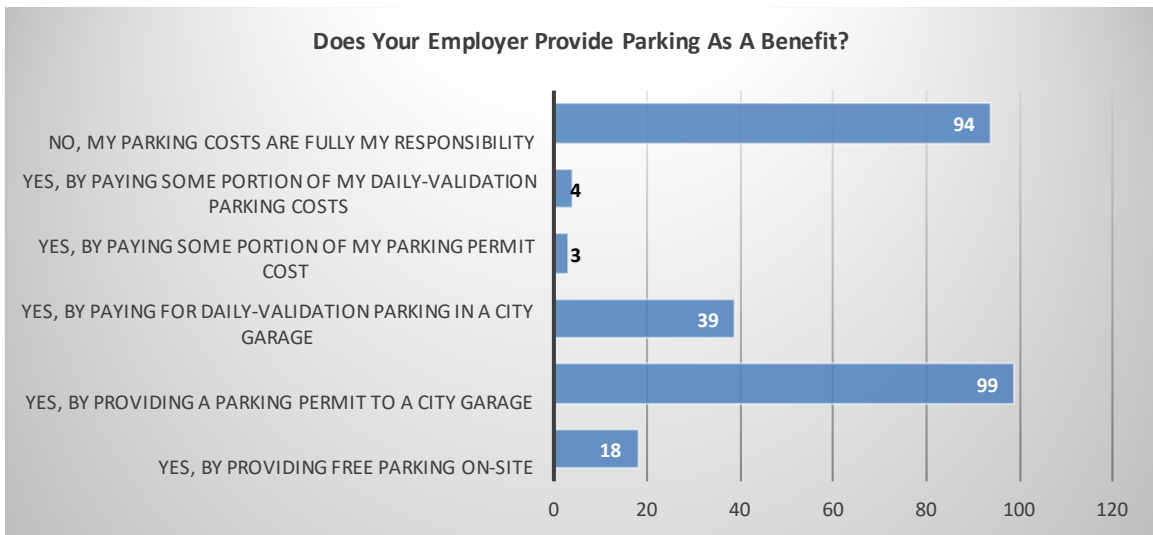
Through these four engagement initiatives, over 450 local business owners, property owners, employees, and residents provided input on existing conditions and future wants and needs.

### Online Survey Results

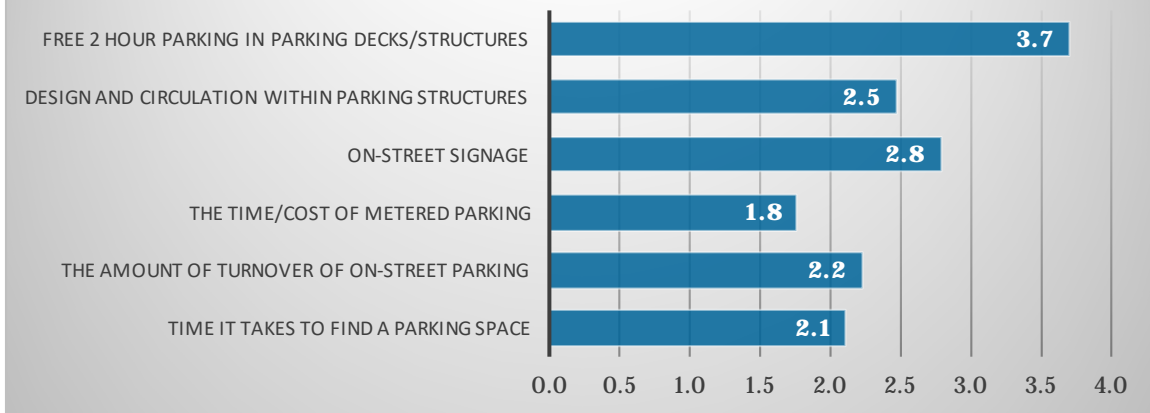
An online survey was developed in coordination with the City and the Birmingham Shopping District. The survey was open for 3 weeks in March 2018. Within this time frame, 418 responses were collected. Over 70% of respondents were employees, while 23% of respondents were business owners and 5% were property owners. The following charts illustrate key survey results:



**Downtown Parking Plan | Community Engagement Summary**  
City of Birmingham, Michigan



## How Would You Rate the Following Parking Features (1-5 Scale)?



While it is important to recognize that the majority of respondents were downtown employees, the survey does shed light on the overall perspective of the business/workforce portion of the community. The results show that a majority of respondents are not satisfied with the current parking system in downtown Birmingham. They find the time and cost of metered parking, low turnover of on-street parking, and the time that it takes to find a parking space as some of the weakest features of the current system. The most popular feature of the parking system is the free 2-hour parking offered in the City's parking decks.

A majority of respondents shared that their employers pay all or a portion of their parking costs. However, more than 1 in 3 respondents said that parking costs were fully their responsibility. As the findings of some of the subsequent outreach efforts found, the split between employees paying for their own parking versus those whose parking is paid has led to some frustration. Further, the disparity between employers and employees paying standard monthly permit rates and those paying the daily rate is another source of contention.

### Birmingham Shopping District Merchant Meeting

The consultant team joined the City at the May meeting of the Birmingham Shopping District Merchants to share an update on preliminary findings and strategies. More than 20 participants attended the meeting and provided feedback on existing conditions, concerns, and opportunities. Comments included:

- Concerns were expressed about the number of permits sold in the parking decks, versus the number of spaces available, with multiple merchants citing incidents when they or their employees could not find spaces in the garages.
- Merchants were dissatisfied with the current rooftop valet system, indicating that it is inconvenient and is not an attractive option for permit holders. A suggestion was made that moving the drop-off and pick-up to the lower level would be an improvement.
- A comment was made that there are too many lower level spaces held for short-term (up to 3 hour) parkers, prohibiting longer-term permit parkers from using those spaces.

- Backups at the gates (entry and exit) are common and may be a product of the new equipment in the garages. A suggestion was made that problem locations could have a permit lane and the increased promotion and use of the INcard could help.
- Commercial loading/unloading at the curb is accommodated in key locations, but more accommodations are needed for personal loading/unloading spaces.
- Additional comments were made about perceived issues with enforcement of curbside regulations, including valet zones.
- Shuttle or circulator service was seen as a good potential option for accessing remote parking options and moving people throughout downtown during the day. There was a sense that this was something that merchants could see contributing to.
- The Lot 6 area is particularly problematic for service industry merchants, who find that the lot and permit spaces are regularly full by the time they arrive (late-morning).
- There was a sense that employers would be willing to pay more for permits if they were more confident that the spaces would be available when they or their employees arrived.
- Suggestions were made to make the Chester Garage permit-only and continuing the Saturday-Sunday free garage parking beyond the Old Woodward construction period.



### **Intercept Survey Results**

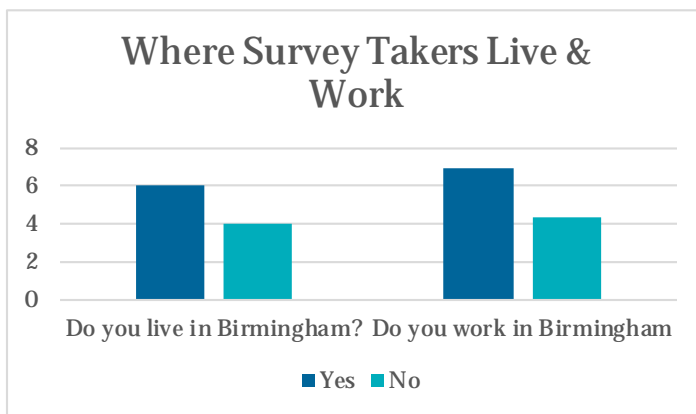
In May 2018, intercept surveys were conducted during the late morning and early afternoon on a weekday. These face-to-face interactions with people on the street in downtown Birmingham allowed for candid conversation about perceptions and issues. There were 24 intercept survey respondents. A majority of respondents were employees who worked in Birmingham, but did not live within City limits. Most respondents said they are usually able to find a parking space under 5 minutes and could park within 1-3 blocks of their destination. The one caveat was that people were much less likely to find a parking space during the lunch hour, or later in the day.

Many employees cited the cost of parking as a challenge. Employees that have been able to secure a parking permit have much lower parking costs than employees who do not hold parking permits. They expressed frustration over parking costs not being equal between employees.

## Community Open House

A public Open House was held on June 6<sup>th</sup> at the Baldwin Public Library. Post cards were mailed by the City in advance and notices were placed online and at other venues throughout downtown. The Open House was lightly attended, but participants were provided with a thorough walk-through of preliminary findings and strategies, along with an opportunity for dialogue and comment.

Paper surveys and comment cards were available to participants. Of the 10 surveys collected at the public workshop, only one respondent had taken the online survey in March. Survey respondents and people who filled out comment cards noted that more parking supply in City decks, more short-term parking on-site and curbside, and more affordable parking options (especially for employers and employees) should be considered in the future.



Participants offered a range of verbal feedback, including insights about additional on-street and shared parking opportunities, interest in additional mobility options (like bike share and shuttles), and willingness to pay for additional permits and services (like valet) if they were made available. There was also a sense expressed that development in downtown Birmingham cannot continue at its current pace without parking being addressed in the short-term in a meaningful way.

## Conclusion

Across all stakeholder groups, concern over the cost and availability of parking is consistent. While the public parking decks and on-street meters address much of the parking demand in downtown Birmingham, they are falling short at key times. As development continues at a healthy pace, strategies like those being explored in this planning process should be developed to address these key challenges and the community should be informed as the process moves forward.



## **APPENDIX C**



# Potential Strategies Overview

## Parking Consultant Services

City of Birmingham, Michigan



**MKSK**

**DIXON**  
RESOURCES UNLIMITED

June 2018

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## EXECUTIVE SUMMARY

This overview summarizes a series of parking and access management strategies that should be considered for implementation in Birmingham. The strategies outlined in this document are the result of the consulting team's observations and feedback from the City and various community stakeholders. The following six (6) parking and access management objectives are presented alongside a series of strategies that will help to achieve them.

### **Redistribute Demand**

- Take a Performance-Based Management approach to ensuring space availability.
- Expand employee parking options.
- Ensure drivers know their options.

### **Reduce Demand**

- Optimize "Park Once" efficiencies.
- Provide circulator and shuttle options.
- Improve pedestrian and bicycle network infrastructure.
- Provide commuter benefits.
- Transition monthly permits to a daily pricing structure.

### **Expand Capacities**

- Continue to refine Public Valet approach for both visitors and commuters.
- Expand Mobile Payment Options to the Parking Structures.
- Vary regulations to balance parking and loading needs at the curb.
- Allocate curbside space for higher-capacity forms of parking.
- Use pay-by-phone options to encourage off-hour shared parking.

### **Expand Supplies**

- Develop "Park Once" zoning strategies.
- Refine the Assessment District Fee Approach.
- Continue to refine Joint-Development approach.

### **Deploy Technologies**

- Utilize License Plate Recognition (LPR) equipment.
- Upgrade parking management and transaction software.
- Support Electric Vehicle Network Infrastructure.

### **Optimize Management**

- Invest parking revenues in public improvements, beyond parking.
- Solicit Competitive Bids for Operator Services.
- Establish a Parking Ambassador Program.

## REDISTRIBUTE DEMAND

Use pricing as a primary means of distributing parking demand more broadly across the downtown parking system, using lower rates to shift some parking activity away from the high-demand core and reduce excess parking-search-related traffic.

The maps below depict patterns of constrained (orange-red) and under-utilized (green and blue) on-street parking, during midday (left) and evening (right) demand peaks. Clear and meaningful pricing cues can help shift enough parking activity toward blocks offering ample availability to ease congestion in the core area(s).

Figure 1 Midday and Evening Parking Demand & Availability Patterns



**Formalize a Performance-Based Management approach, and define Space Availability as the key performance indicator (KPI) for parking management in downtown Birmingham.**

Most drivers have no idea how parking rates are determined, though most likely assume it has something to do with revenue targets. The City of Birmingham can use this study to clarify that parking rates are set in order to achieve a singular objective: maintaining availability, across the downtown, so that drivers can choose the parking location that best suits their relative cost/convenience priorities. Space availability, at the block-face level for on-street parking and at the facility level for off-street, becomes the central “key performance indicator” (KPI) that informs rate decisions, as well as most other management and regulatory actions. For garages, availability for short-term and long-term parkers can be measured and tracked separately, but the primary measure for the facility should be availability among all spaces (which should inform how much inventory is set aside for either group).

The benefits of such an approach go beyond transparency to improve the parking experience by reducing time and energy spent in search of available spaces and reducing perceptions that downtown lacks sufficient parking supply.

### Define targeted KPI ranges.

The ranges below are based on optimal targets for three types of parking, based distinct user perceptions and expectations for each. Generally, on-street locations need to present more obvious availability, as drivers have fewer options to navigate back toward a missed empty space. Similarly, those seeking long-term parking in off-street facilities generally tend to be more familiar with the facility, and thus more patient in seeking out a space when availability is less obvious.

- On-street parking: 10-20% of spaces are available, or a few spaces on each block-face.
- Off-street, hourly parking: 10-15% of spaces are available
- Off-street, long-term parking: 5-10% of spaces are available, with no wait list for monthly permits.

These ranges are defined to indicate when KPIs are sufficiently off their target to warrant management changes, such as changes in rates.

### Monitor performance.

One of the primary benefits of this study is the data and documentation generated in previous tasks, which provide a clear indication of where on-street parking options are most consistently constrained (lacking availability), where available spaces can consistently be found, and where spaces are consistently underutilized (less than 70% full). This provides an essential basis upon which to develop a set of three rate tiers, with the express aim of shifting enough drivers away from currently constrained blocks to free up availability for those willing to pay a premium rate for their convenience.

Beyond this study, it will be essential to continue to measure and track occupancy/availability conditions across the Birmingham parking system, using data-tracking technologies, as may be available, complemented by field surveys as necessary.

This should include all off-street facilities, all metered on-street blocks, and residential blocks known to attract significant parking demand (which is likely to change, seasonally).

Figure 2

Performance-Based Pricing

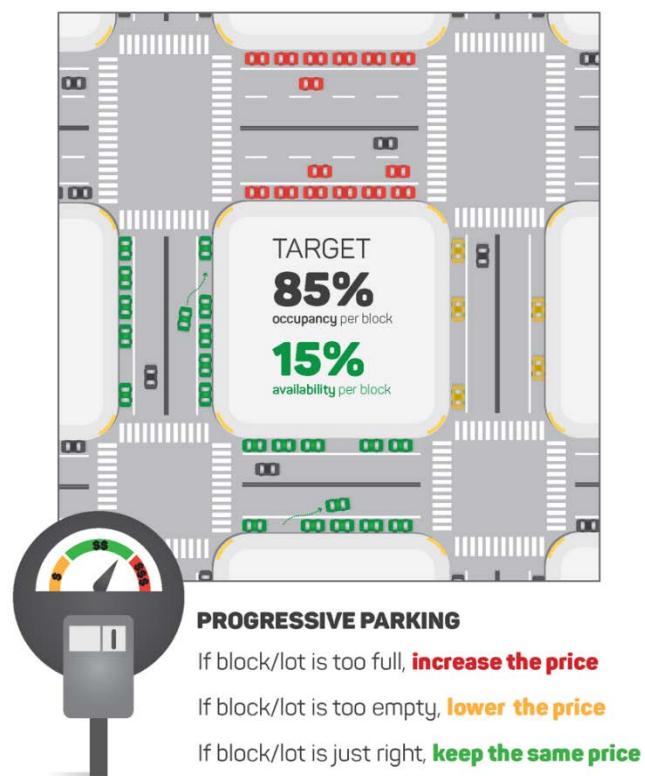


Image: NelsonWygaard

- Take measures monthly, or more frequently as may be viable.
- Track findings against defined KPI targets
- When KPI measures are consistently below or above a targeted KPI range, rates should be adjusted.
- When KPI target ranges are consistently met, this provides a powerful demonstration of the effectiveness of current rates – effectiveness that translates into easy parking on the street and in garages.

### **Increase or decrease rates in response to occupancy/availability measures/patterns.**

Review rates annually, using peak-period KPI measures from across the year, to determine if rate adjustments are warranted. Adjust parking rates to address clear patterns where KPI measures are consistently outside a targeted range. This policy should not be limited to raising rates, but also lowering them where demand is below the targeted KPI range.

### **Create tiered hourly rates to redistribute demand.**

#### **On-Street**

Create premium, base, and reduced on-street parking zones to incentivize more consistent utilization across all metered downtown blocks and reduce congestion in the high-demand core. Initial rates and locations are proposed as indicated in The following map suggests an initial zone concept, based on recently collected utilization data.

### **Increase the hourly rate for longer stays.**

Incremental rates incentivize shorter parking stays in high demand on-street locations by adjusting hourly rates based on duration. Digital meters can be used to vary parking rates, applying a base rate to short stays, and applying premium rates to longer stays. This allows pricing to reduce demand among drivers whose parking needs are better accommodated off-street, creating more availability at no added cost to most customers.

### **Shift enforcement schedule to start later in the morning.**

Begin enforcing meters at 10am, based on the fact that availability is generally ample until late mornings, to provide a “grace period” of free parking in the mornings.

Figure 3 Tiered Parking Rate Concept

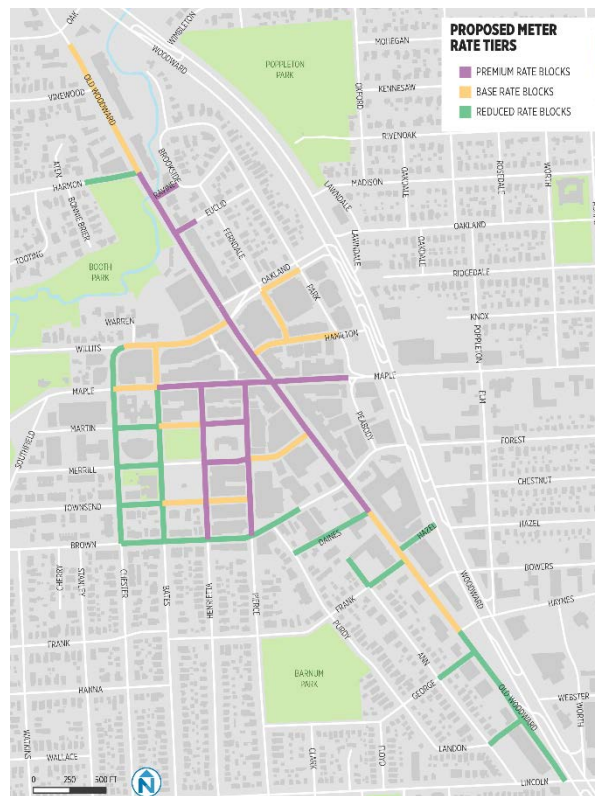


Image: Nelson\Nygaard

## Provide transparency of any performance-based changes to parking rates.

Release data analysis, findings, and any subsequent management/pricing adjustments in an annual Performance-Based Management report to ensure transparency and communicate both the effectiveness and primary objectives of the program.

Figure 4 Seattle On-Street Parking Occupancy Report

# 12th Avenue

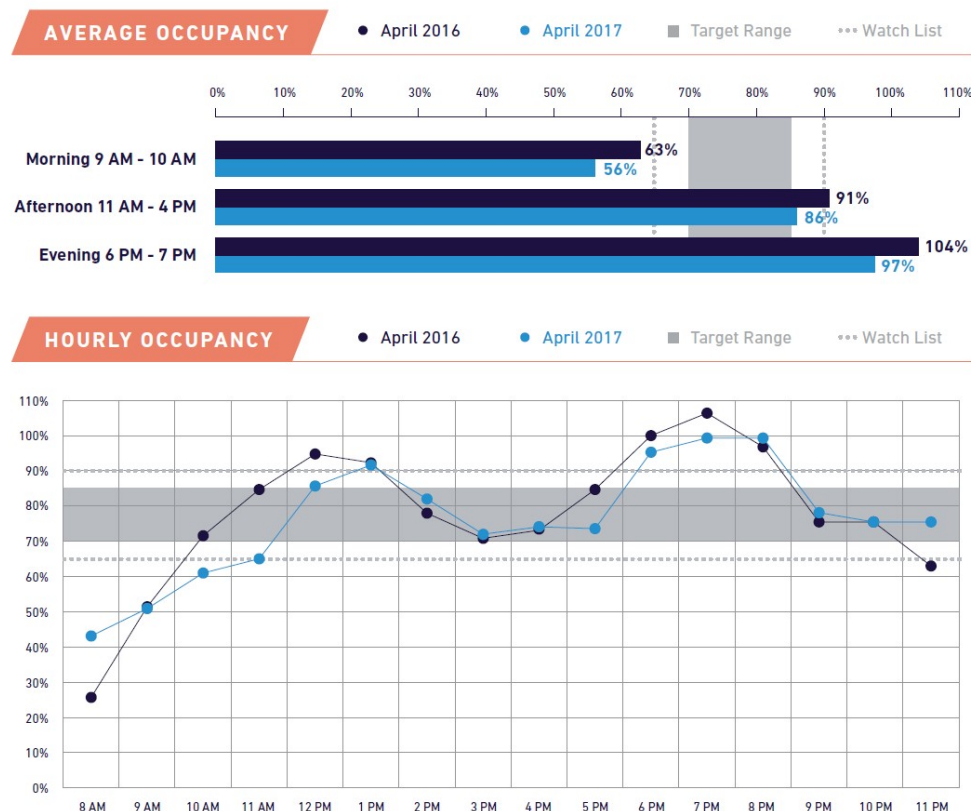


Image: Seattle Department of Transportation

## As pricing begins to consistently achieve KPI targets, ease up on time limits.

Time limits become an unnecessary regulation/restriction if availability-based KPI targets can be achieved through price alone. Removing time limits can be particularly supportive of “destination districts”, in which many visitors are drawn by a variety of destinations and don’t know how long they will want to stay at the time of parking. By contrast, too-restrictive time limits can render much of an area’s parking supply unsuitable for most customers. Instead of watching the clock, and possibly having to run out and move their cars, customers can be notified by phone that they can add more time to stay longer. This can be a big customer-service win that compensates for higher rates.

The City could begin this strategy by removing time limits for on-street parking after 4pm to encourage longer stays, while relying on pricing to discourage evening-shift employee parking.

## Off-Street

### Base off-street permit oversell-rates on availability, not fixed standards.

One of the great advantages of regularly tracking availability is that management strategies like “oversell” rates can be set and adjusted based on documented availability or other KPI measures. No oversell rate is too high if space availability can be maintained for all permit holders. Look for opportunities for seasonal adjustments and, in garages where mid-day utilization is consistently below 90%, consider selling additional permits to approach daily utilization in the 90-95% range.

### Base off-street permit and visitor parking rates on availability.

In line with the on-street methodology, off-street parking rates can be adjusted to respond to utilization and availability targets. Rates between parking locations should reflect various levels of demand, as measured by utilization levels and permit wait lists, using lower and higher parking costs to redistribute parking activity more evenly across all options. Permit rates are consistent across four of the five City garages, with Chester currently priced at an economy rate, despite having utilization on-par with the other garages. Further, the high incidence of “transient” parkers staying longer than 5 hours and paying an hourly rate suggests that there is an opportunity to increase permit rates to reflect demand and align with the daily rate amount.

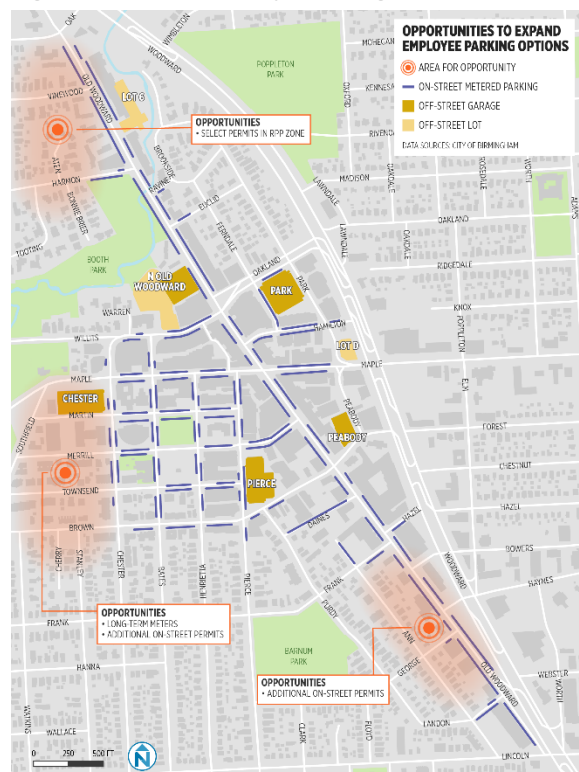
## Expand employee-parking options.

Expand the number and variety of parking options for downtown employees to ease pressure on monthly parking permits in constrained parking facilities.

- Create on-street permits along strategically selected streets.

Figure 5 On-Street Employee Parking Opportunities

- Evaluate options for a select program in residential permit parking (RPP) blocks, with permits limited to daytime parking when resident parking demand is modest.
- Explore options for additional on-street permits in underutilized metered blocks, such as has been initiated at the south end of Old Woodward.
- Examine on-street permit options on blocks that are not currently metered or included in RPP districts, including those on the southwest edge of downtown.
- Broker shared-use agreements with private lot and garage owners with excess capacity at key times. This includes facilities within and outside of the downtown parking district.



## Ensure that all drivers know all their options.

Visitors are particularly dependent upon information, signage, and wayfinding to understand the full set of parking options available to them, but all users benefit from improvements to delivery and accuracy of information. The City already addresses several aspects of this well, including providing real-time garage availability information (both online and at the facility) and directing parkers to public valet locations. However, there are gaps in the provision of broader parking network information that can be addressed.

Figure 6 Real-Time Availability Measures Posted to the City's Home Page

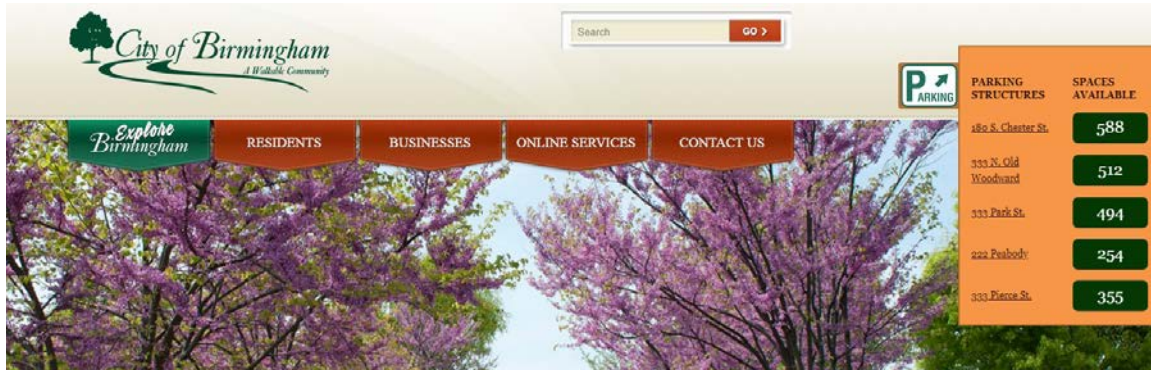


Figure 7 Real-Time Information is also Available at City Garage Entrances



## Develop a parking information and signage brand.

Branding with easily discernable information has been used effectively to help visitors understand and find key parking options, including free 2-hour parking in garages and the public valet service

put into place while key downtown blocks are closed for construction. Building off these efforts, the City can work to develop a cohesive parking “brand” and information system, accessible online, via mobile device, and in the field, to enhance user understanding of parking options. A successful program will:

- Guide Visitors to “right fit” parking
- Improve predictability, reduce confusion and improve customer experience
- Redistribute demand to underutilized facilities
- Support performance-based management
- Help “brand” downtown Birmingham
- Improve aesthetics and streetscape

Figure 8 Bold Purple Signage has been Effectively Used for Valet Wayfinding



Aligning with citywide planning and wayfinding efforts, the City should build upon this work to create a cohesive sign program that creates clear and concise information to parkers. Using a color scheme to clearly mark premium-, base-, and reduced-rate parking locations – both on maps and via on-site signage – can support a performance-based pricing program. Similar efforts could be used to identify spaces in City garages or off-peak access to permit lots.

Figure 9 Branding + Color Scheme Guide Drivers to Right-Fit Parking



Image: Downtown Sacramento Partnership

The content, placement, and condition of wayfinding and signage in the parking structures is particularly in need of attention. Signage in the City's five parking structures lacks consistency and many of the signs are in poor condition. Updating entry and exit, level indicator, and interior directional signage in conjunction with minor upgrades, such as painting and lighting updates, can provide an immediate impact and will make the structures feel more welcoming and secure. The City should work with its parking operator to identify outdated and damaged/faded signage for removal and replacement. Maps and other informational signage should be updated in cooperation with broader wayfinding efforts. The City should also weigh its options for investing in the necessary technology to provide accurate space availability information via the current, dynamic-information signage system, or replacing space count signs with "full" / "open" signs to better communicate availability.

## REDUCE DEMAND

Reduce parking supply needs by improving the functionality and cost-effectiveness of non-driving options for getting to and around downtown.

### Optimize "Park Once" efficiencies.

Birmingham's downtown parking system supports Park Once efficiencies, as most parking options allow drivers to leave their cars in place while they walk around downtown. By allowing drivers to leave their cars in place until they are ready to return home, and promoting area walkability, Park Once can convert potential, excess auto traffic into sidewalk vitality and active public spaces. From a parking demand perspective, it can significantly reduce parking supply needs, as drivers require fewer spaces to get to more downtown destinations.

Figure 10 Parking System in Conventional Development Context

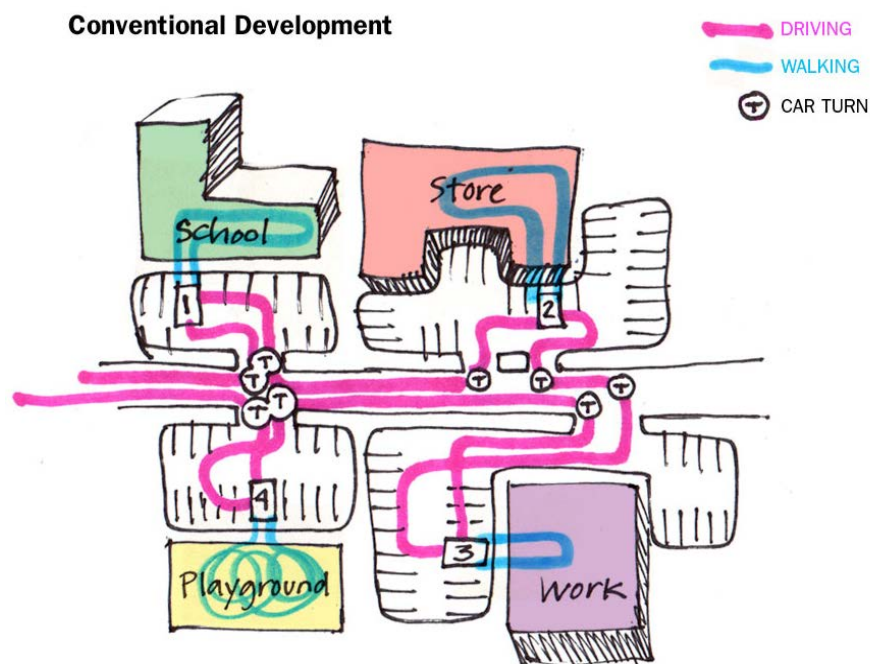


Image: Holly Parker, Nelson\Nygaard Consulting Associates

Figure 11 Parking System in Mixed Use - Park Once Development Context

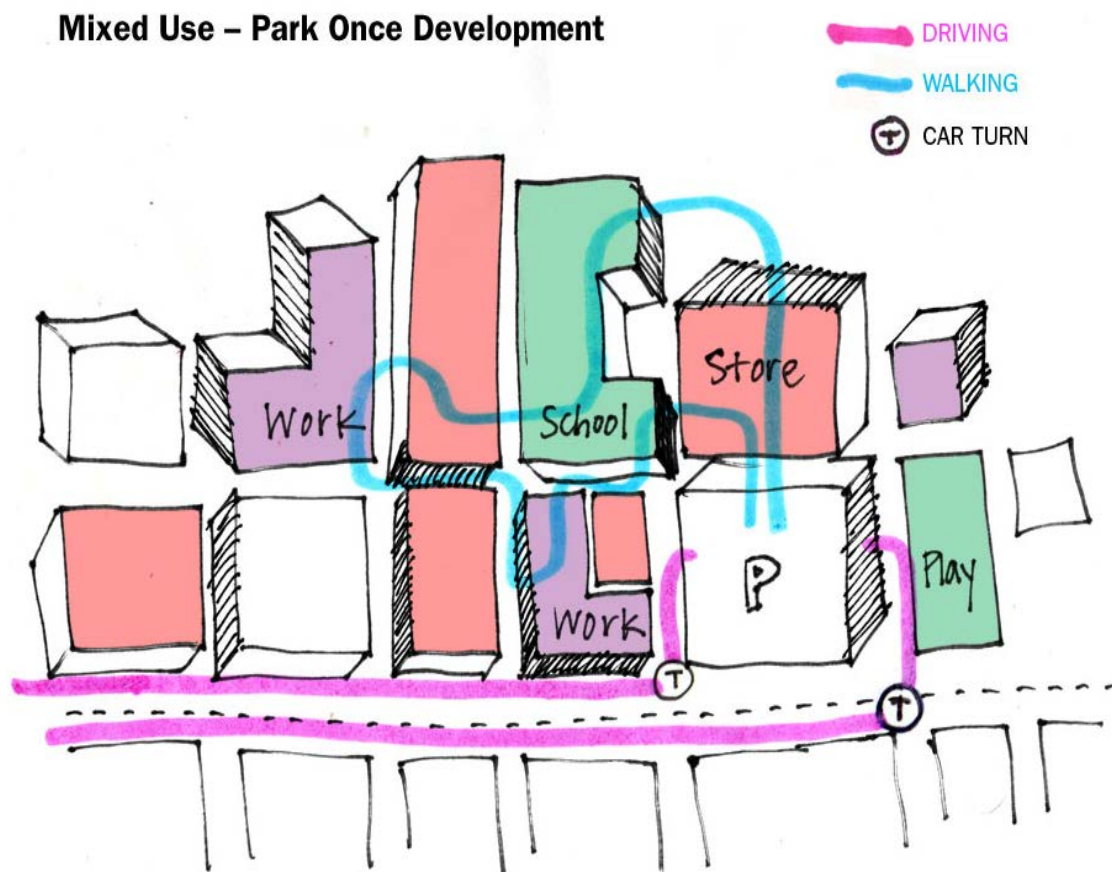


Image: Holly Parker, Nelson\Nygaard Consulting Associates

### Provide circulator and shuttle options.

Circulators and shuttles could serve multiple audiences in downtown Birmingham, including daily commuters, visitors, and residents, by providing frequent and convenient connections throughout the downtown area. Commuter shuttles can fill “first mile/last mile” gaps from remote parking facilities or transit services, making those options more attractive and practical for commuters. These same vehicles can be re-purposed during mid-day and evening hours to provide local circulation for visitors, shoppers, and residents who are moving between destinations. These essential Park Once services can also communicate the downtown brand and make use of emerging electric and autonomous vehicle technologies. Several operators base revenues entirely on sponsorship and advertising sales, enabling them to offer the service free of charge to passengers.

Figure 12 San Diego's Free Ride Everywhere Downtown "FRED" Circulator



Image: Downtown San Diego Partnership

## Improve pedestrian infrastructure.

Optimal pedestrian networks are critical to Park Once success, as walking is the primary means by which parkers will connect to their final destination(s). Effective and pleasant walking conditions directly correlate with drivers' willingness to park further from those destinations, and to connect to more of the overall downtown without requiring a second or third parking space. By contrast, poor walkability will reduce the appeal of otherwise-viable parking facilities, and incentivize more driving trips within the downtown (multiplying the number of parking spaces required for each visitor).

Birmingham's downtown sidewalk network provides effective pedestrian connections, consistent with the City's brand as "A Walkable Community." Improvements planned for Old Woodward will further be added by adding curb extensions and mid-block crossings in the heart of the Birmingham Shopping District. The Multimodal Transportation Board (MMTB) should continue its efforts to implement the recommendations of the Multimodal Transportation Plan (MMTP), which includes improvements to sidewalks, crosswalks, signals, and wayfinding to support a safer and more comfortable pedestrian network.

Figure 13 Pedestrian Crossing on N. Old Woodward



The MMTP addresses several key locations where additional improvements can be made, including crossings of Woodward Avenue (M1) where pedestrians must cross up to nine (9) lanes of traffic. As downtown development expands east of Woodward and parking options require visitors and employees to cross the avenue, these recommendations should be prioritized.

Figure 14 Woodward Avenue Crossing Conditions



Additional improvements that can better support Park Once across all of downtown include the following.

- Prohibit turns on RED – Allowing such turns directly and significantly reduces pedestrian safety and comfort at signalized road crossings, as drivers tend to “roll” past stop bars and into and through crosswalks.
- Establish leading-pedestrian intervals on major streets, to allow crossing pedestrians a few seconds to establish presence in crosswalks before the coinciding GREEN signal is given to vehicles.
- Optimize signal timing, so that pedestrians do not wait excessively long to get a WALK signal, and are provided a WALK cycle of sufficient length to get across the street.
- Reduce curb turning radii at intersections, to shorten crossing distances and reduce the speed of turning vehicles.

## Improve bicycle network connections

Making downtown more accessible by bike will tap into growing demand for bike-connected live/work/play environments. It can also reduce parking demand, particularly during warm-weather months when visitor-parking demand can experience seasonal peaks. The MMTP includes comprehensive recommendations for both network expansion and parking, which should be implemented to support bike trips both to and within downtown.

Figure 15 Bike Corral on N. Old Woodward



### Pursue bike share program options.

Bike share is an emerging, rapidly expanding mobility option available in many Michigan cities. Bike share programs bring the convenience and efficiency of biking in an urban setting by

providing users with short-term use of bicycles from a shared fleet distributed across a city. Bike share can be a particularly effective Park Once resource, allowing drivers to reach more of downtown from any particular parking space. It can also make non-driving trips more feasible by providing first-mile/last-mile connections to transit networks.

The emergence of low-cost, “dockless” bike share providers has made bike share more viable in markets like Birmingham, where installing a traditional “docked” or station-based system could be both cost-prohibitive and technically challenging. The City and its MMTB should continue to explore options for implementing a bike share program, engaging peer communities and service providers to understand the costs and technical & organizational needs for a local system.

### **Provide commuter benefits.**

Within any given downtown, there are drive-alone commuters who would consider adopting alternative modes, given sufficient incentives or provided means around barriers to options like walking, cycling, transit, and ridesharing.

### **Subsidize transit passes.**

The concept of the universal transit pass drastically reduces the cost of transit commuting for employees. This can be particularly effective in reducing parking demand among service and low-wage downtown employees. In response to the potential revenue and ridership benefits offered by this demand management strategy, transit agencies have teamed with cities, employers, and others to provide bulk transit passes at steep discounts. Studies have linked universal transit passes to reductions in car mode shares of between 4 % and 22 %, with an average reduction of 11 %. Many of these reductions have occurred even in areas with limited transit service.<sup>1</sup>

Working with the Birmingham Shopping District the City can explore options for collectively funding a bus-pass program for all downtown employees. This could be modeled on the Ann Arbor DDA go!pass program or a new model in Columbus, Ohio where downtown businesses have agreed to pay an assessment to provide this employee benefit to all downtown employees.<sup>2</sup>

### **Market and Promote supportive programs offered by SEMCOG.**

#### **Emergency Ride Home**

Many would-be transit riders or carpoolers continue to drive to work out of concern that they might not be able to reach a sick child, or go home sick, or that their ride home may have to leave early or work late. An Emergency Ride Home (ERH) benefit can effectively address these concerns, by offering alternative-mode commuters a modest number of free/reimbursed taxi/ride-service rides home throughout the year. Such a program has proven highly effective in reduce common concerns about relying on transit and ridesharing, at a modest cost as the frequency of use tends to be quite low.<sup>3</sup>

The Southeast Michigan Council of Governments (SEMCOG) offers an ERH program through its Commuter Connect website.

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<sup>1</sup> Nelson\Nygaard Consulting Associates. City of Pasadena, CA Traffic reduction strategies study. 2007.

<sup>2</sup> <https://www.citylab.com/transportation/2017/08/downtown-columbus-will-buy-bus-rides-for-workers/536088/>

<sup>3</sup> <https://nctr.usf.edu/jpt/pdf/JPT%2010-4%20Menczer.pdf>

### Rideshare ride matching

One of the most common barriers to ride sharing is the assumption that participants must somehow find a partner with a compatible schedule and commute route, on one's own. Online platforms and ride-matching algorithms make finding a match much simpler and more effective. SEMCOG provides such a platform on its Commuter Connect website and offers additional options for employers to provide targeted ride matching services to groups of employees.

Figure 16 SEMCOG's Commuter Connect Platform



Image: Southeast Michigan Council of Governments

### Offer ride-share participants the best parking.

Reserve a modest number of high-convenience spaces, including the best spaces within high-demand parking facilities, for registered ride-share vehicles. This can be limited to mornings until 10AM, making any spaces not occupied by then available for general parking.

### Transition monthly permits to a daily pricing structure.

People are more sensitive to small recurring fees and charges than larger and less-frequent ones. Once an employee purchases a monthly permit, that individual typically ceases to consider driving alternatives because the permit has become a “sunk-cost” investment. Such permits actually create an incentive to drive to work as frequently as possible in order to take advantage of the investment. By contrast, a daily rate can be facilitated through payroll or by issuing a commuter card that can be structured as a “draw-down” account, creating an incentive to use other modes when those are most feasible, thereby saving the daily rate cost. This can reduce commuter parking demand on days when walking, cycling, and transit are most appealing – such as nice-weather days, which can free up garage spaces for additional permit parkers or visitors.

An example of this is the City of Boulder's Cash Pass which was instituted to ease payment, reduce backups at garage entrances/exits, and remove the built-in incentive to drive, every day, that a monthly pass can create. <sup>4</sup> Birmingham's IN Card could be used in much the same way, accommodating parkers who are either on the permit waiting list or who would be amenable to a more flexible option that rewards them (through cost savings) for not parking.

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<sup>4</sup> <https://boulder.colorado.gov/parking-services/downtown-parking-garages>

## EXPAND CAPACITIES

*Increase the capacity of existing parking (and curbside loading) supplies by making available options more broadly accessible and functionally viable.*

### **Continue to refine Public Valet approach.**

Birmingham staff should continue to review the on-street public valet for usefulness with input from parkers and the Birmingham Shopping District (BSD). As an example, there is a clear desire from merchants on the north end of Old Woodward to expand the valet service to their district. This could improve parking options for both shoppers and employees in the vicinity of Birmingham's Lot 6. To better inform new parkers, the City should expand marketing outreach during events where there will be an anticipated increase of visitor parking needs. As additional incentives, the City can also offer a valet merchant validation or partner with the BSD and the Birmingham Bonus Bucks program.

### **Continue to refine Rooftop Valet approach.**

While the rooftop valet program at the parking structures is currently underutilized, it is providing a valuable service by reducing the need for garage closures when at or near capacity. The City should explore options to optimize this service to increase use by commuters, including relocating drop-off locations or combining efforts with the on-street public valet. In both cases, collecting additional data from valet operators on use of these services will help the City and its partners make continuous improvements to the offerings for both commuters and visitors.

### **Expand Mobile Payment Options to the Parking Structures.**

Payment options for non-permit parkers are currently limited to a credit card or IN Card at the City's parking structures. The City should explore options for either expanding their current ParkMobile contract or soliciting other vendors to allow mobile payment in the garages. ParkMobile payments at the City's smart meters account for approximately 25% of transactions, suggesting that this popular option would be readily adopted by off-street parkers as well. Providing parkers with the option to pay for parking remotely will also help to address concerns over backups at the entry and exit gates, much of which is the result of delays caused by parkers who are using credit or IN cards. ParkMobile and other vendors also offer "digital wallets," which can allow employers to pre-load funds into individual accounts.

### **Vary regulations to balance parking and loading needs at the curb.**

Vary regulations to prioritize curbside loading zones during weekday mornings, while minimizing loading zones in favor of more curbside parking during evenings and weekends. This can expand loading capacities when they are most needed, when visitor parking demand tends to be modest, while gaining extra parking capacity when curbside parking is in high demand.

## **Allocate curbside space for higher-capacity forms of parking.**

### **Car Share Parking**

Access to car share vehicles has proven effective in reducing resident vehicle ownership in walkable urban centers. Reduced resident parking demand can free up long-term parking spaces for downtown employees. Dedicated on-street parking spaces raise the visibility of car sharing while making these vehicles broadly accessible.

### **Create motorcycle/scooter parking zones.**

Convenient parking can encourage increased use of these space-efficient vehicles. This can be a particularly beneficial use of “leftover” curbside areas that are too small for standard vehicle spaces.

## **Use pay-by-phone to encourage off-hour shared parking.**

Engage owners of restricted parking facilities about monetizing their parking spaces when they are not in use by coordinating with ParkMobile or another pay-by-phone vendor. The vendor and the facility owner can work out details, such as shared-parking schedules and rates. Typically, the vendor will install its standard signage, consistent with what is used for public parking in the district, and distribute revenue to the facility owner in accordance with their agreement.

## **EXPAND SUPPLIES**

[Expand the supply of public parking, while discouraging new private/reserved parking supplies.](#)

## **Develop Park Once zoning strategies.**

Birmingham’s zoning code already addresses parking design standards in detail and establishes a progressive set of parking requirements around new development in the downtown area and the Parking Assessment District. A deeper evaluation of the zoning code can be completed in coordination with the City’s upcoming Master Plan process to ensure that parking can be expanded, as needed, to support continued growth. A Park Once approach would embrace several of the following objectives and benefits:

- Ensure that public parking supplies can be expanded as needed, to avoid the redundant inefficiencies created by conventional parking requirements.
- Encourage continued growth by offering developers a variety of options to accommodate and/or mitigate the parking demand impacts of their projects.
- Generate mobility improvements and demand-reduction programs to both reduce parking demand and enhance increasingly sought-after multimodal amenities.
- Encourage shared use of existing private parking facilities that were built to meet previous parking requirements.

Elements to include in park-once zoning:

- Incentives to provide shared parking in privately developed parking facilities
- Limits on private, single-use on-site parking
- No limits on shared, on-site parking
- Fee options to exceed limits on private, on-site parking or to waive on-site requirements

- Incentives or requirements to directly provide mobility amenities and/or demand-reduction programs, as appropriate to the scale and use-mix of the project.
- A Joint-Development policy that leverages Park Once zoning, and seeks public-private, mixed-use projects as the primary mode of expanding public parking.

### **Refine the Assessment District Fee Approach.**

Provide a more consistent revenue stream to support capital investments in parking infrastructure, including City partnerships in joint-development that combines public parking with private developments. A consistently collected assessment can be set at a modest level, relying on steady collection to avoid the need for much larger “special” assessments if/when a new parking structure is needed. This will also help avoid resistance to proposed new developments, by avoiding property-owner fears of project approvals triggering a sudden and significant increase in their assessment liability. It will also make the cost of owning downtown property much more predictable, attracting further investment.

### **Continue to refine Joint-Development approach.**

The pending redevelopment of the N. Old Woodward Garage is a great example of expanding public parking via joint-development. In cities like Grand Rapids and Ann Arbor, similar approaches have become the default means of expanding parking-system supplies, taking advantage of cost-sharing and facility-design benefits they offer compared to building dedicated parking structures.

## **DEPLOY BEST-PRACTICE TECHNOLOGIES**

### **Utilize License Plate Recognition (LPR) equipment.**

License Plate Recognition (LPR) technology offers opportunities to improve both parking facility operations and parking regulation enforcement. Fixed mount LPR equipment at garage access points can improve ingress/egress and shorten queuing issues at peak times, while also facilitating programs that monitor “performance,” including tracking utilization during times of peak demand. This equipment could also help prevent parkers from misusing the two-hour free parking period offered in City garages.

In support of a performance-focused enforcement approach, mobile LPR devices can systematically collect “occupancy” data, via plate “reads” in facilities and on blocks where availability is most likely to be constrained. This provides a valuable source of data that can be matched utilization/availability of parking supply.

LPR data can also be used to help manage parking enforcement activity. Occupancy and compliance data can help map out daily enforcement routes. Digitally “chalking” vehicles while gathering LPR information increases the effectiveness of identifying scofflaws and increases fine collection. In addition, most LPR hardware/software providers integrate with leading mobile payment applications, digital permitting, and parking enforcement software providers. Communication among these systems during data collection and enforcement decreases the time needed to identify illegally parked vehicles.

## **Upgrade Parking Transaction & Management Software.**

Explore options for contracting services that track parking transactions in real-time across networked on-street meters and off-street payment systems, and use algorithms to convert this data into estimates of parking utilization/availability. Such services are relatively new, and often require “spot checks” of actual utilization/availability counts, via manual surveys or through LPR data, to establish and maintain accuracy.

The data provided by these services can provide an in-depth review of historic and current parking demands while predicting future parking occupancies. This can enable the City to act on a potential parking demand problem in a specific area before it happens. The data can support a performance-based management approach by informing decisions on rate-setting and parking duration in specific areas, both on- and off-street.

Parking enforcement routes can be tailored based on the information provided by the software, shifting parking enforcement efforts from being reactive to being more proactive and increasing productivity and parking compliance.

### **Explore Digital Validation options**

Businesses can use validation codes to provide their customers with discounted or free parking. Programs like these can be managed using the City’s mobile payment provider.

## **Support Electric Vehicle Network Infrastructure**

Establishing electric vehicle (EV) infrastructure is a key strategy in supporting the future of clean, sustainable, “smart” cities. Most major car manufacturers have at least one EV model currently at market with new models hitting the market every year. Nationwide, EV sales have climbed steadily since 2011, but still represent only around 1% of total vehicle sales. Michigan is one of the top 10 states in total EV sales, with more than 16,000 purchased since 2011.<sup>5</sup> As projections for EV ownership continue to rise, cities are finding it necessary to adapt and develop infrastructure to keep up with the growing demand.

While electric vehicle ownership is still low in Birmingham, invested parties such as the Michigan Public Service Commission, Consumers Energy Co., DTE Energy Co., Ford Motor Co., and General Motors are working on consumer awareness, grid impact, and charger availability. Many communities, including those as nearby as Auburn Hills and Ann Arbor, have taken proactive steps to support EV network expansion with both city policies and investment of public dollars. These steps can be incremental and should help prepare the city and region for a future with greater EV ownership rates and demand for EV network infrastructure.

### **Measuring Demand**

As a starting point, the City can initiate a survey of user demand to gauge current and prospective EV ownership in the community. This work should be coordinated with regional partners, including public & private agencies, local developers, employers, residents, and others, to inform targets for the number and type of EV charging stations Birmingham and other locales throughout the region should install in the near future.

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<sup>5</sup> Auto Alliance. Advanced Technology Vehicle Sales Dashboard. June 2018. <https://autoalliance.org/energy-environment/advanced-technology-vehicle-sales-dashboard/>

## Policy Considerations

Alongside the demand assessment, the City can review their codified ordinances to determine if there are measures that impede installation of EV infrastructure, while also reviewing ordinances from peer communities that have created supportive policies. Auburn Hills, Michigan adopted an EV infrastructure ordinance in 2011 to encourage EV installation in public and private locations throughout the city. The ordinance includes provisions for “roughing in” EV charging infrastructure in residential and workplace settings in order to lower the cost barrier to adding charging stations in the future, as well as signage and enforcement guidance for EV charging spaces. The City now has 8 stations in service. More progressive policies in cities like Aspen, Colorado, and St. Paul, Minnesota, include measures that go beyond encouragement to offer incentives and even requirements for public and private EV network investments.

### Public and Workplace Charging Stations

A number of Michigan cities have installed public EV charging stations in municipal parking lots and parking garages, providing highly visible and convenient charging locations for residents and visitors. Private businesses in many locations have installed charging equipment as an amenity for employees or as a way of achieving climate action goals or green building criteria. The U.S. Department of Energy offers resources for employers and municipalities looking to invest in EV network infrastructure through the Office of Energy Efficiency & Renewable Energy.<sup>6</sup>

### Integrating EVs into Municipal Fleets

Birmingham can also promote EV network expansion by incorporating vehicles into their city fleet, both as a sign of the City’s commitment to EVs and to carbon emissions goals.

## OPTIMIZE MANAGEMENT

*Ensure streamlined and coordinated management within the City, while maximizing opportunities related to public and private growth, mobility, and sustainability initiatives.*

### Invest parking revenues in public improvements, beyond parking.

Investing meter revenue in local improvements can reinforce the message that the primary purpose of charging for parking is to manage demand and keep spaces available, not to fill budget gaps. Merchants, in particular, are much more likely to be supportive when they know that increased parking revenues will translate into noticeable public improvements. The primary purpose of the current parking fund, to maintain the parking system and fund expansion as necessary, would remain, while a relatively modest share of revenues is spent on streetscapes, public spaces, and mobility improvements that can directly reduce future parking expansions.

- Promote this Benefit District approach to raise awareness of the local benefits provided by parking revenues.
- Ensure that benefits include non-driving mobility and commuter-benefit investments that can reduce parking demand (and, thus, performance-based rates).
- Provide annual updates on key investments made with parking revenues within an annual Performance-Based Management report.

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<sup>6</sup> [https://www.afdc.energy.gov/fuels/electricity\\_charging\\_workplace.html](https://www.afdc.energy.gov/fuels/electricity_charging_workplace.html)

## **Solicit Competitive Bids for Operator Services.**

The City has had a contract with SP+ for facility maintenance and operations for the five parking structures since 1991. The service agreement has not been subject to competitive bidding or amendment since the original signing date while technologies and management needs have changed. Drafting a solicitation for operator services will support new technologies and changing needs of the City and provide an opportunity to build in best practices and needs for current and future initiatives including:

- Customer service benchmarks
- General and specific garage maintenance requirements
- Coordination of parking information with the City and local stakeholders
- Providing advisory services on technology, policy, and parking data
- Collection, invoicing, and depositing of parking revenues
- Ability to monitor and provide service to parking garage equipment
- Permit management tools

The City should engage the Advisory Parking Committee to craft an RFP which reflects current parking objectives and best practices.

## **Establish a Parking Ambassador Program.**

The City should consider a compliance-based approach to parking enforcement. Often times parking enforcement staff may be the only interaction that visitors have with the City, so they should be a positive representation for the community. A parking ambassador approach encourages a positive interaction, creating a better image for the City. Parking Ambassadors can be responsible for education and outreach to inform the public about program changes while performing their parking compliance duties. City staff should work with the Birmingham Police department to brand the parking enforcement assistants with “Parking Ambassador” and ensure they have proper and on-going training on parking technologies, policies, and general parking information.

## **APPENDIX D**

## IMPLEMENTATION GUIDE

Priority: Ensure Commuter Access to Monthly Parking			
Recommendation	Key Steps	Metrics	Other Considerations
<b>Sell more permits in City garages</b>	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Offer permits to the first 10 people on the wait list for the Pierce and Peabody garages.</li> <li>Monitor parking utilization and permit wait lists in City garages and lots and issue more permits every 3 months, as conditions warrant.</li> </ul>	<ul style="list-style-type: none"> <li>Parking utilization</li> <li>Permit wait list #</li> </ul>	<ul style="list-style-type: none"> <li>Consider adjustments to pricing as new permits are issued</li> <li>Continue to address wait list updates and inefficiencies</li> </ul>
<b>Define a Performance-Based Pricing approach</b>	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Adopt a policy linking parking rates to demand and establish availability as the Key Performance Indicator (KPI).</li> <li>Monitor parking utilization and permit wait lists in City garages and lots and on-street, establishing a solid base of KPI data to inform the policy and decision-making process.</li> </ul>	<ul style="list-style-type: none"> <li>Parking utilization</li> <li>Availability by facility</li> <li>Permit wait list #</li> </ul>	<ul style="list-style-type: none"> <li>Transparency is key: develop and deliver a communications plan to monthly parkers and visitors</li> </ul>
<b>Adjust parking rates to reflect demand patterns across downtown</b>	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Increase the Chester, Park, and N. Old Woodward permit rates in 2019 to address heavy demand and reduce the “discount” incentive for buying a permit.</li> <li><b>Quick Win:</b> Offer discounted permit rates for carpools and vanpools and “flex” permits for limited use parkers.</li> <li>Monitor utilization and review rates annually to determine if additional adjustments are warranted, raising or lowering rates to address any meaningful gaps between targeted and actual availability.</li> </ul>	<ul style="list-style-type: none"> <li>Parking utilization</li> <li>Availability by facility</li> <li>Permit wait list #</li> <li>Permit revenue</li> <li># of discounted flex and ride share permits</li> </ul>	<ul style="list-style-type: none"> <li>Transparency is key: develop and deliver a communications plan to monthly parkers</li> <li>Promote discount rates and programs through employers</li> </ul>
<b>Transition monthly permits to a daily pricing structure</b>	<ul style="list-style-type: none"> <li>Establish the requisite administrative approach to facilitating daily permit parking, including payment media and back-end management protocols.</li> <li>Engage in dialogue with strategic employers who are seeking additional permits, validating daily employee parking and may be willing to pilot a new approach.</li> </ul>	<ul style="list-style-type: none"> <li>Parking utilization</li> <li>Permit wait list #</li> <li>Travel mode split</li> <li>Days used/month</li> </ul>	<ul style="list-style-type: none"> <li>Start small and ramp up once the approach proves feasible</li> <li>Track the highest use days for possible price adjustments</li> </ul>

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Recommendation	Key Steps	Metrics	Other Considerations
<b>Provide &amp; Promote Commuter Benefits</b>	<ul style="list-style-type: none"> <li>▪ <b>Quick Win:</b> Work with key partners, like the Birmingham Shopping District, to create a “welcome” package for new and existing employees that outlines commuter options and available benefit programs.</li> <li>▪ Collaborate with agencies like SMART and SEMCOG to develop more robust programs and benefits for employees.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Parking utilization</li> <li>▪ Permit wait list # and duration</li> <li>▪ Benefit options</li> <li>▪ Benefit utilization</li> <li>▪ Travel mode split</li> </ul>	<ul style="list-style-type: none"> <li>▪ Combine efforts with others in this section to create and promote a “suite” of options to address parking &amp; access needs</li> </ul>
<b>Continue to refine the Rooftop Valet program</b>	<ul style="list-style-type: none"> <li>▪ <b>Quick Win:</b> Work with operators to add mobile functionality to the valet program and increase data capture on use and program costs.</li> <li>▪ Explore options to optimize commuter valet service to both improve customer satisfaction and increase utilization.</li> <li>▪ Identify new options for commuter valet pick-up/drop-off, including use of on-street valet and lower level deck locations.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Parking utilization</li> <li>▪ Valet utilization</li> <li>▪ Program cost/revenue</li> <li>▪ Customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>▪ Program costs and revenues should balance for a sustainable program</li> <li>▪ Valet locations must weigh options for convenience, circulation, and displacement of other uses</li> </ul>
<b>Expand employee parking options</b>	<ul style="list-style-type: none"> <li>▪ Institute an employee permit program in residential permit parking zones.</li> <li>▪ Add on-street permits to under-utilized metered blocks.</li> <li>▪ Examine on-street permit options on blocks that are not currently metered or otherwise restricted.</li> <li>▪ Look for opportunities to expand existing lots and garages.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Parking utilization</li> <li>▪ Permit wait list #</li> <li>▪ Permit revenue</li> <li>▪ Property owner response</li> <li>▪ Violations/citations</li> </ul>	<ul style="list-style-type: none"> <li>▪ Communication with adjacent property owners will be key</li> <li>▪ Look for blocks with &gt;25% availability during target hours</li> <li>▪ Enforcement will be critical to success</li> </ul>

**Opportunity: Improve Visitor Access to Short-term Parking**

Recommendation	Key Steps	Metrics	Other Considerations
<b>Adjust parking rates to reflect demand patterns</b>	<ul style="list-style-type: none"> <li>▪ <b>Quick Win:</b> Establish a third pricing tier and “premium rate” area to shift parking activity to consistently available areas.</li> <li>▪ <b>Quick Win:</b> Make some currently-metered spaces free during hours when capacity is constrained elsewhere.</li> <li>▪ Continue to monitor utilization and review rates at least annually.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Parking utilization</li> <li>▪ Customer satisfaction</li> <li>▪ Meter revenues</li> </ul>	<ul style="list-style-type: none"> <li>▪ Communications and transparency are key; work with partners, like the Birmingham Shopping District, to ensure parkers are informed (see below)</li> </ul>
<b>Ensure that all drivers know all their options</b>	<ul style="list-style-type: none"> <li>▪ <b>Quick Win:</b> Implement a comprehensive communication strategy to ensure drivers find right-fit parking.</li> <li>▪ Align citywide planning and wayfinding efforts to create a cohesive sign program in line with the above.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Parking utilization</li> <li>▪ Customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>▪ Coordination with partner agencies and relevant City advisory committees &amp; planning efforts will be key</li> </ul>

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Recommendation	Key Steps	Metrics	Other Considerations
<b>Optimize “Park Once” efficiencies</b>	<ul style="list-style-type: none"> <li>Work with partners like the Birmingham Shopping District (BSD) and SMART to explore opportunities for a multi-purpose downtown circulator.</li> <li>Continue pursuing opportunities for bicycle and pedestrian network improvements with City and regional agencies like SEMCOG and MDOT.</li> </ul>	<ul style="list-style-type: none"> <li>Pedestrian and bicycle volumes</li> <li># of multi-destination “park once” trips</li> <li>Customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Promote options in line with the above communication strategy</li> <li>Coordinate with the Multimodal Transportation Board</li> </ul>
<b>Continue to refine the Public Valet approach</b>	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Work with operators to add mobile functionality to the valet program and increase data capture on use and program costs.</li> <li>Explore options for a valet operation in the Lot 6 area to alleviate capacity constraints during key mid-day periods.</li> </ul>	<ul style="list-style-type: none"> <li>Valet utilization</li> <li>Program cost/revenue</li> <li>Customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Program costs and revenues should balance for a sustainable program</li> <li>Work with BSD and area businesses to identify additional revenue options</li> </ul>
<b>Expand mobile payment options to parking structures</b>	<ul style="list-style-type: none"> <li>Work with existing and prospective vendors to decipher opportunities for adding mobile payment options to City garages and lots.</li> <li>Expand promotion of IN cards to improve payment options and efficiency.</li> </ul>	<ul style="list-style-type: none"> <li>Parking utilization</li> <li>Share of payments by each option</li> <li># of service calls</li> <li>Gate backups</li> <li>Customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Weigh options for use of existing equipment with those that require new capital investment</li> </ul>

**Opportunity: Take Advantage of Excess On-street Capacity**

Recommendation	Key Steps	Metrics	Other Considerations
<b>Reduce short-term parking set-asides in City garages</b>	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Reduce the number of spaces held for short-term parkers in select garages once new on-street parking tiers have been established.</li> <li>Promote right-fit on-street spaces and monitor utilization to ensure an optimal on- and off-street balance.</li> </ul>	<ul style="list-style-type: none"> <li>On- and off-street utilization</li> <li>Permit wait list #s</li> <li>Customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Work with adjacent property owners and parking demand generators to ensure parkers have sufficient options</li> </ul>
<b>Continue providing short-term parkers with convenient, low-cost options</b>	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Make some currently-metered on-street parking free to provide a competitive alternative to free parking in City garages.</li> <li>Promote right-fit on-street spaces and monitor utilization to ensure an optimal on- and off-street balance.</li> </ul>	<ul style="list-style-type: none"> <li>On- and off-street utilization</li> <li>Customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Consider peak hour restrictions and off-peak promotions that can facilitate the desired shift in parking activity</li> </ul>

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**Opportunity: Capitalize on Data Collection and Analysis Opportunities**

Recommendation	Key Steps	Metrics	Other Considerations
Utilize data collection capacity to support performance-based management	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Activate parking meter vehicle detection sensors to support parking enforcement and collect data.</li> <li>Monitor sensor data to inform performance-based management, rates, and regulations.</li> </ul>	<ul style="list-style-type: none"> <li>Utilization</li> <li>Parking duration</li> <li>Sensor accuracy</li> </ul>	<ul style="list-style-type: none"> <li>Monitor sensor accuracy before activation and during operations with regular manual checks</li> </ul>
Invest in License Plate Recognition (LPR) Equipment	<ul style="list-style-type: none"> <li>Issue an RFQ to identify LPR equipment vendors, services, and qualifications.</li> <li>Issue a turnkey solicitation to integrate LPR functionality with existing SKIDATA equipment to improve gate function and garage enforcement/compliance.</li> </ul>	<ul style="list-style-type: none"> <li>Parking utilization</li> <li>Compliance/enforcement data</li> <li>Cost of current v. LPR operations</li> </ul>	<ul style="list-style-type: none"> <li>Perform reference checks with clients who are using vendor services to address accuracy concerns</li> <li>Data delivery should be a key component in vendor responses</li> </ul>
Upgrade Parking Transaction & Management Software	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Upgrade and automate the permit wait list system.</li> <li>Issue an RFQ for contracting services that track parking patterns across on- and off-street supplies and integrate with permit and payment systems.</li> </ul>	<ul style="list-style-type: none"> <li>Parking utilization</li> <li>Permit wait list #s</li> <li>Cost of current v. proposed operations</li> </ul>	<ul style="list-style-type: none"> <li>Perform reference checks with clients who are using vendor services</li> <li>Consider combining this with an Operator services RFP</li> </ul>

**Opportunity: Optimize Management & Operations**

Recommendation	Key Steps	Metrics	Other Considerations
Solicit Competitive Bids for Operator Services	<ul style="list-style-type: none"> <li>Evaluate comparable municipal parking programs and operator agreements.</li> <li>Develop a comprehensive Operator solicitation that incorporates current City needs and opportunities for new or expanded services that meet City goals.</li> </ul>	<ul style="list-style-type: none"> <li>RFQ/RFP responses</li> <li>Cost of current v. proposed operations</li> </ul>	<ul style="list-style-type: none"> <li>Perform reference checks with clients who are using vendor services</li> </ul>
Establish a Parking Ambassador Program	<ul style="list-style-type: none"> <li><b>Quick Win:</b> Rebrand parking enforcement assistants as "Parking Ambassadors."</li> <li>Provide ongoing ambassador training on parking information, options and visitor amenities.</li> </ul>	<ul style="list-style-type: none"> <li>Customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Long-term, consider optimization of BPD staff hours in line with community goals</li> </ul>
Refine the Assessment District Fee Approach	<ul style="list-style-type: none"> <li>Evaluate benefits and drawbacks of a revised approach whereby fees are assessed consistently over time.</li> </ul>	<ul style="list-style-type: none"> <li>Revenue needs</li> <li>Revenue projections</li> <li>Property owner feedback</li> </ul>	<ul style="list-style-type: none"> <li>Consider both economic and community/political benefits of a refined approach</li> </ul>

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**Opportunity: Prepare for Future Growth**

Recommendation	Key Steps	Metrics	Other Considerations
<b>Develop Park Once Zoning Strategies</b>	<ul style="list-style-type: none"> <li>Evaluate the City's zoning code in line with the upcoming Master Plan update to uncover any conflicts between park once strategies and existing regulations.</li> </ul>	<ul style="list-style-type: none"> <li>Zoning code revisions</li> </ul>	<ul style="list-style-type: none"> <li>Weigh options that support continued development and the need for enhanced access &amp; parking</li> </ul>
<b>Invest parking revenues in Public Improvements beyond parking</b>	<ul style="list-style-type: none"> <li>Evaluate potential restrictions on the use of Parking System Enterprise Funds for non-parking improvements.</li> <li>Explore opportunities for development of a "benefit district" in which parking revenues can be spent on broader access &amp; mobility improvements.</li> </ul>	<ul style="list-style-type: none"> <li>Dollars invested in non-parking improvements/benefits</li> <li>Utilization of funded improvements/benefits</li> </ul>	<ul style="list-style-type: none"> <li>Align with broader community priorities</li> <li>Consider non-driving mobility options and commuter benefits</li> <li>Ensure transparency with annual reports on revenue expenditures</li> </ul>
<b>Continue to refine the Joint-Development approach</b>	<ul style="list-style-type: none"> <li>Continue to pursue joint development opportunities like the N. Old Woodward &amp; Bates Street project.</li> <li>Look for additional opportunities that take advantage of underutilized properties and can address additional public parking supply needs.</li> </ul>	<ul style="list-style-type: none"> <li>Cost savings compared to stand-alone construction</li> <li>Completion of N. Old Woodward &amp; Bates Street project</li> </ul>	<ul style="list-style-type: none"> <li>Consider options for investing assessment revenues in projects</li> <li>Focus on long-term City control of public parking assets</li> </ul>

## **APPENDIX E**

# **Request for Proposal Parking System Management**



**Response Due Date: February 13, 2017 by 4:00 p.m.**

**Issued By:**

Ann Arbor Downtown Development Authority  
150 S. Fifth Avenue, Suite 301  
Ann Arbor, MI 48104  
734-994-6697  
January 11, 2017

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## **SECTION 1 GENERAL INFORMATION**

### **A. Issuing Office**

The Ann Arbor Downtown Development Authority (DDA) issued this Request for Proposal (RFP); all correspondence or contact regarding this RFP should be directed to:

Jada Hahlbrock, Manager of Parking Services  
Ann Arbor Downtown Development Authority  
150 South Fifth Avenue, Suite 301  
Ann Arbor, Michigan 48104  
734-994-6697  
Email: [jhahlbrock@a2dda.org](mailto:jhahlbrock@a2dda.org)

### **B. Objective**

The purpose of this (RFP) is to select a firm to operate and manage public parking facilities under the control of the Ann Arbor Downtown Development Authority.

### **C. Questions**

Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to Jada Hahlbrock ([jhahlbrock@a2dda.org](mailto:jhahlbrock@a2dda.org)) by 4:00 p.m., Eastern Standard Time (EST), on Thursday, February 2, 2017. A single email response will be provided by the DDA to all Proposers who expressed interest on or before February 8, 2017.

Proposers shall not communicate questions or comments to any other DDA staff or Board members during the proposal review process.

### **D. RFP Schedule**

The following Schedule of Events represents the DDA's best estimate of the schedule that will be followed. All times indicated are (EST); the DDA reserves the right to adjust the schedule as deemed necessary.

RFP Issue Date:	January 11, 2017
Pre-Proposal Conference/Site Tour:	January 26, 2017
Written questions due by 4:00 p.m. (EST):	February 2, 2017
Addendum posted:	February 8, 2017
Proposal due date by 4:00 p.m. (EST):	February 13, 2017
Short-listed Proposer Interviews:	March 9, 2017

### **E. Proposal Format**

Each Proposer must submit a complete response to this RFP using the format found in Section 3. Responses shall be submitted on standard 8½" x 11" letter size paper, bound vertically on the left side with printed material on both sides; the use of expensive and elaborate materials is not necessary. Please limit

submittals to the format and forms provided in this RFP, excluding boilerplate material as much as possible.

Attachment A - Legal Status of Proposer, must be completed and returned with the proposal. An official, authorized to bind the submitter to its proposal provisions, must sign each proposal copy in ink. Proposals shall remain valid at least one hundred twenty (120) days from the submittal date.

All proposals will become the property of the DDA and no materials will be returned.

F. Selection Criteria

Responses to this RFP will be evaluated using the point system as described in Section 3. A Selection Committee, comprised of DDA board and staff members and possibly others, will be appointed to evaluate each proposal.

The Selection Committee will initially evaluate proposals to determine which Proposer(s), if any, shall be selected for the short-list interview process. For the initial evaluation, they will not consider the fee proposals. The fee proposal(s) of the Proposer(s) selected will be opened and reviewed before the interview(s). The selected Proposer(s) will have the opportunity to discuss in more detail their qualifications, experience and fee proposal during the interview process. To decide the most qualified, capable, and cost-effective Proposer, the Selection Committee will evaluate the proposal(s) and interview(s) using the point system described in Section 3, taking into account the fee proposal.

G. Optional Tour of Facilities

There will be an optional pre-proposal conference and site-tour of the parking facilities at 8:30 a.m. on January 26, 2017. Attendees will meet at the DDA offices located at 150 South Fifth Ave, Suite 301 Ann Arbor MI 48104. No later than January 20, 2017 Proposers must RSVP via email their intent to attend the pre-proposal conference and site-tour to Jada Hahlbrock [jhahlbrock@a2dda.org](mailto:jhahlbrock@a2dda.org) (email response shall include the number of attendees for each Proposer).

H. Proposal Receipt

Proposals are due and must be received by the Ann Arbor DDA no later than 4:00 p.m. (EST) on or before February 13, 2017. The DDA office is open from 9:00 a.m. – 4:00 p.m. (Monday – Friday), excluding holidays.

Proposer(s) are responsible for the timely submission of their proposal; proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted. The DDA will not be liable to any Proposer for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Additional time will not be granted to a single Proposer; however, additional time may be granted to all Proposer(s) should the DDA determine the circumstances are warranted. All proposals shall become the property of the DDA once reviewed, whether awarded or rejected.

Each Proposer shall submit in a sealed envelope the following: i) one (1) original signed proposal, ii) eight (8) additional proposal copies, iii) one (1) USB flash drive providing a digital copy of the proposal. In addition, a separate sealed envelope (marked Fee Proposal) shall contain the following: i) one (1) original signed fee proposal, and ii) eight (8) additional fee proposal copies. If the fee proposal is not submitted in a

separate sealed envelope, proposal will not be considered or accepted and Proposer will be disqualified.

Documents with original signatures should be clearly labeled as such; failure to comply may be cause for rejection of the proposal.

Proposals submitted must be clearly marked: RFP Parking System Management, and include the Proposers name and address. Proposals shall be addressed and delivered to the following:

Ann Arbor Downtown Development Authority  
150 S. Fifth Ave Suite 301 (3<sup>rd</sup> floor)  
Ann Arbor, MI 48104

I. Disclosures

All information included in a Proposer's submittal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

J. Cost Liability

The DDA assumes no responsibility or liability for costs incurred by the Proposer in preparing their response to this RFP.

K. Independent Proposal and Fee Preparation

By submission of a proposal the Proposer certifies that regarding this proposal:

- i. They arrived at the proposal content and fee proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other proposal submitter or with any competitor.
- ii. No attempt has been made or shall be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

The person signing the proposal certifies that she or he is the person in the Proposer's organization responsible for the decision as to the costs being offered in the proposal and has not participated (and will not participate) in any action contrary the above.

L. Negotiation of an Acceptable Contract

The DDA reserves the right to reject any Proposer if the DDA and the Proposer cannot negotiate a contract acceptable to the DDA within five (5) business days after notice of interest is made by the DDA.

The successful Proposer will be required to provide insurance naming the DDA and the City of Ann Arbor as additional insured parties, and indemnify the DDA and the City of Ann Arbor for work preformed under the contract. These requirements are not subject to negotiation.

M. Reservation of Rights

1. The DDA reserves the right in its sole discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part.

2. The DDA reserves the right to waive or not to waive informalities or irregularities in proposals or procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the DDA to be in the best interests of the DDA even though not the lowest bid.
3. The DDA reserves the right to request additional information from any or all Proposers.
4. The DDA reserves the right not to consider any proposal it determines to be unresponsive and/or deficient in any of the information requested within the RFP.
5. The DDA reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope is implemented.
6. The DDA reserves the right to select one or more Proposers to perform services.
7. The DDA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The DDA reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

## **SECTION 2 BACKGROUND AND SCOPE OF SERVICES**

### **A. Background**

The DDA is a public entity created in 1982 to promote economic growth and revitalization of the Ann Arbor downtown area. The mission of the DDA is to undertake public improvements that have the greatest impact in strengthening the downtown area and attracting new private investment. Funding is received through the collection of parking fees and incremental tax collections on downtown real estate.

The DDA assumed the responsibility of managing the City of Ann Arbor off-street parking facilities in 1992. Subsequently (2002), the DDA also began management of the on-street parking meters and several more city parking lots. The DDA is also responsible for curb space, including loading zones and signage, and accessible parking and signage within the DDA parking area as identified in Attachment B. The DDA contracted for the services of a professional parking company to operate its parking facilities, and the current contract is set to expire on June 30, 2017.

The city parking system is currently comprised of eight (8) parking structures, two (2) attended surface parking lots, three (3) monthly-only permit lots, ten (10) metered lots, and over eighteen hundred on-street meters, which together provide approximately 8,200 public parking spaces. Gross parking revenue for FY 2016 was slightly greater than \$21 million dollars. A detailed listing that includes facility information and equipment by facility is provided in Attachment C, along with a map of the facilities and parking area in Attachment B. Attachment D shows the current level of staffing for the DDA's current parking operator.

The DDA offers three types of monthly parking permits: 1) a standard permit that provides access into a parking structure 24 hours/day, 7 days/week; 2) a premium permit that provides an assigned parking space near the entrance into a parking structure or lot 24 hours/day, 7 days/week; and 3) an off-peak/overnight monthly permit that provides access into a structure between the hours of 3:30 p.m. and 9:00 a.m. Monday-Friday and all day on the weekends.

Hourly parking is provided in all parking structures and in thirteen (13) surface lots. Hourly patrons can park their vehicles for up to 72 hours in most structures.

Covered free motorcycle/moped parking is provided in all but one parking structure. All parking structures and lots provide free bike parking and many provide bike lockers. Covered and secure Bike Houses are located at the Maynard and Ann Ashley structures. The DDA also provides electric vehicle charging stations and car-share opportunities in many of the facilities.

In 2015 the DDA commissioned a parking study to understand current usage and how to best manage parking to benefit downtown. Study findings can be found on the DDA's website: <http://www.a2dda.org/current-projects/tgm-analysis/>

The DDA is a partner in the get!Downtown program (<http://www.getdowntown.org/>) and works to provide effective commuting options for downtown employees, including providing 90% of the funding for the go!pass, which is a free bus pass available to all downtown employees.

The DDA has invested significant resources, including time, money, and energy, in shaping the public

parking system. A successful Proposer will understand that parking is viewed as a tool to help the DDA accomplish its mission, with downtown vibrancy and sustainability at the core of all we do. The following management principles have been developed and refined over the years and serve to guide the DDA's parking investments.

- Parking is part of a transportation system and should be understood in that context.
- Parking is not a silver bullet - no one ever came downtown to park. The right balance of parking availability, location, and price is essential to the downtown's vitality and growth.
- It's the people we want downtown, not necessarily their cars. A "menu" of transportation options should be constantly improved upon so people can make transportation and parking choices for themselves about the best way to come to and move through downtown, using such considerations as convenience, price, location, and transportation purpose.
- One of downtown's strengths and appeal is its compact, walkable form, with short blocks, a clearly defined street grid, and a density of services, businesses, and uses in its core. Well-managed parking enables people to take advantage of these assets.
- Public parking policies should be based on quantified data and analysis.
- Parking is very different in an urban environment than in the suburbs, and it is important to understand the differences between these two settings.
- Parking rates should be set to encourage different behaviors. For instance, the availability of on-street parking meters conveys a great deal about the perceived convenience of shopping or doing business downtown, thus regular turn-over at the meters and long-term parking off-street must be encouraged. Rate configuration can affect parking choices by making it less expensive to park in the surface lots than at a street-meter, and least expensive to park in the structures.

#### B. Scope of Services

The selected Proposer shall provide quality parking operations and management 24 hours per day, seven days per week, 365 days per year, including holidays.

The DDA will consider proposals from qualified and experienced firms ordinarily engaged in the business of providing public parking system operational, management and maintenance services, as described herein and in accordance with the terms, conditions, and requirements set forth in this RFP.

The DDA is seeking a company with experience and expertise in the following areas:

- Public parking operations management
- Access and revenue control equipment and procedures
- Reporting and operating expense controls
- Utilization and data reporting
- Parking structure maintenance and repair
- Experience with electric vehicle charging stations (installation and operation)
- Exemplary customer service (staff training and monitoring)

- Transit/Parking demand management strategies
- Alternative transportation initiatives as coordinated with parking
- In-house IT staff
- Parking technologies (client and customer facing)
- Understanding of downtown economic development
- Parking related walkability/pedestrian improvements
- Parking enforcement and citation management

In the future, the DDA may assume responsibility for parking enforcement operations within the City of Ann Arbor. Although the DDA does not currently manage enforcement, the Proposer should have proven and effective experience with operating and managing parking enforcement staff, citation issuance, and collection processes.

The terms and conditions of the anticipated contract by and between the DDA and Proposer are set forth herein and attached hereto as Attachment E. The following highlights the basic terms of the proposed contract:

- a. Term: An Agreement for a term of 1 year with renewal options only at the discretion of the DDA.
- b. Scope of Work: Operator will provide all necessary materials, staff, expertise, and services to carry out the Scope of Services outlined in the RFP and Attachment E.
- c. Compensation: As compensation for services rendered, Owner will pay the Operator a base management fee for the professional services provided to manage and administer the daily operation of the system. The base fee will be equal to an amount agreed upon and included in a final negotiated contract.
- d. Cost of Operations: Owner will reimburse the Operator for only those direct labor costs and expenses previously agreed upon. Expenses will be reimbursed to the extent that same are paid or incurred in the performance of Operator's obligations under the contract.
- e. Capital Improvements: During the Term, certain capital improvements projects may occur that are originated and financed by the DDA. The Proposer may be required to adjust staffing schedules and/or operating methodologies to accommodate these types of projects from time to time during the Term of the contract.

Proposer must state whether their proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, sample contract or other RFP requirements including all exhibits, forms, appendices, and addenda. The exception list will be in table form and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify items of non-compliance will result in the DDA assuming compliance.

Changes to the sample contract will not be considered or negotiated if not submitted as part of the Proposer's submittal. The DDA, at their sole discretion, may modify or reject any exception or proposed change to the contract document.

### **SECTION 3**

#### **INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS**

##### **MINIMUM INFORMATION REQUIRED**

Submitters should organize Proposals into the following Sections:

- A. Company Identification
- B. Organization and Resources
- C. Professional Qualifications
- D. Previous Experience
- E. Unique Services
- F. Operations Plan
- G. Fee Proposal (submit in separate sealed envelope marked "Fee Proposal")
- H. Authorized Negotiator
- I. Required Attachments

##### Company Identification

- 1. State the full name, address, telephone number, and web site address of the company.
- 2. Indicate whether you operate as an individual, partnership or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
- 3. Provide the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process.
- 4. Provide the name, title, address, email, and telephone number of the individual who will negotiate with the DDA and who can contractually bind the Proposer's firm.

The following describes the elements of each Section that should be included in each proposal and the point system that will be used by the DDA for evaluation of the proposals.

##### B. Organization and Resources – 15 Points

Provide a description of the organizational size and structure of the company, brief history, and services offered. Describe the number of home office staff and the resources provided to clients. Describe how the DDA parking system would fit into your organizational structure.

Provide information about the parking systems currently operated/maintained by your company. Include location, how long each of these systems has been under contract with your firm, whether parking is provided to the public, and the nature of each contract.

Provide a copy of the last financial audit for your firm. The audit should be provided in a separate sealed envelope. The audit provided will be considered confidential and will not be disclosed.

Provide full information concerning hiring practices, security screening practices, problem resolution practices, and other like policies of the firm.

All information describing insurability, including current insurance limits or certificates shall be included.

C. Professional Qualifications – 25 Points

Provide a company organizational chart, and the names and titles of key personnel who shall be responsible for the management of the system. The relevant experience in parking operations (including location), level of responsibility and functions that each shall perform shall be described in detail, including the name and resume of the proposed regional manager and general manager. Additionally, names, position titles, functions, experience and technical competence of managers and key support personnel shall also be listed, as well as the anticipated amount of time that key management and support personnel will spend on the DDA contract and an accounting of their competing workload. Both the regional and general managers named in the proposal must be present at the interviews and must be the people who will ultimately be assigned to the Ann Arbor system.

D. Previous Experience – 25 Points

**Minimum Qualifications-** Professional parking operators who have directly managed a municipal system of at least 5000 spaces (permit and hourly parking) for a minimum of three years and have directly managed a parking enforcement system of at least 1000 spaces for a minimum of three years are qualified for consideration to operate the DDA parking system.

Provide a minimum of five (5) qualification references. At a minimum, two of the five references shall be for a municipal/public system of similar size, complexity, and scope to the DDA's system; listing names and phone numbers of the appropriate contact person. Include the brand name(s) and brief description of the equipment and operating methodology at each of these locations.

At a minimum, two of the five references shall be for a system of similar size, complexity, and scope to the DDA's system, in which the proposing firm was responsible for parking enforcement services; listing names and phone numbers of the appropriate contact person. Include the brand name(s) and brief description of the equipment and operating methodology.

Evidence that the firm has satisfactorily performed the work included in these specifications for a period of five (5) years must be included in the proposal.

Provide demonstrated ability to do the following:

- a. Provide a system of maximum revenue generation and operational cost containment, while maintaining an enhanced level of patron satisfaction.
- b. Provide high-quality facility maintenance and customer service.
- c. Adapt parking policies and procedures to incorporate Transportation/Parking Demand Principles (TDM), and alternative transportation initiatives and options.
- d. Provide regular, accurate, and detailed client communication, including accessibility and ability to produce thorough and mistake-free reports on demand.
- e. Respond quickly to situational needs with immediate communication to the owner, as well as ability to provide longer-term operational and facility recommendations.
- f. Provide technologies both inward and outward facing meant to enhance revenue controls, reporting and customer interface.

If the Operator has been terminated for default on a contract during the past ten-years, all such incidents

must be reported. Termination for default is defined as notice to stop services due to non-performance or poor performance.

E. Unique Services – 5 Points

Highlight the services or attributes that differentiate you from other parking operators and management companies.

F. Operations Plan – 20 Points

The Proposer shall provide a description of how they will effectively manage and operate the parking system to ensure a quality parking experience for all patrons while maximizing revenue generation. Describe the proposed organization chart and level of staffing, descriptions of positions, associated responsibilities, estimated wage rates, and employee benefits.

Describe the standards for hiring employees and detail personnel policies and performance standards. Policies will include standards for employee courtesy, appearance, identification, and offering assistance to customers.

Describe your proposed procedures for cash handling to include at a minimum the following:

- Management of receipts collected by shift including revenue controls;
- Banking of revenues collected daily;
- Reconciliation and audit procedures proposed for cash, credit cards, deposit slips, bank statements, etc.

Provide a sample budget. Focus should be on areas of expenditures and estimated budgeted amounts.

**Please note that if a contract is awarded the DDA retains the right to select vendors and suppliers for all goods and services.**

Describe your expected management approach and your expected working relationship with the DDA.

Describe procedures for administering customer complaints and damage claims.

Describe customer service training and complaint abatement procedures.

Describe approach to safety and security. Describe how this is different for parking structures and parking lots? Describe how this is different off-peak versus peak periods?

Describe emergency response procedures.

Provide monthly, quarterly, and annual maintenance schedules and details. How are customers able to provide feedback on maintenance levels?

Provide a detailed transition plan for assuming control of the System in the initial 30 days following contract award that demonstrates minimal disruption to the operations.

Describe the ongoing level of support to be provided to the Ann Arbor parking system by the regional manager including number of visits annually.

G. Management Fee Proposal – 10 Points

Submit fee proposal in a separate sealed envelope as part of the general proposal.

H. Authorized Negotiator

Include the name and phone number of persons(s) in your organization authorized to negotiate with the DDA.

I. Attachments

Appendix A (Legal Status of Proposer) must be completed and returned with the proposal. This should be included as an attachment to the proposal submission.

## **SECTION 4 PROPOSAL EVALUATION**

Members of the Selection Committee will evaluate each proposal by the above-described criteria and point system to select the firms to be interviewed. The DDA reserves the right to not consider any proposal that it determines to be unresponsive or deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers. The DDA will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

The Committee then will schedule the interviews with selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal. The interview shall consist of a presentation of no more than twenty (20) minutes by the Proposer, including the person who will be the manager on this contract, followed by up to thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews.

The proposal will be re-evaluated after the interview. A candidate will be selected. Further negotiation with the selected candidate will be pursued leading to the award of a contract by the DDA.

## **SECTION 5 ADDITIONAL CONSIDERATIONS**

### General Requirements

Operator shall duly observe, conform to, and comply with all valid requirements of any governmental authority relative to the performance of the Proposer's services and operations under the contract and shall require all its personnel to conform to and comply with all such requirements.

### Regulatory and Licensing Requirements

Operator shall comply with all applicable federal, state, and local laws and regulations. The Operator shall procure and keep in force all permits and licenses required by such laws and regulations. These laws and regulations include, but are not necessarily limited to; the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, unemployment compensation laws and regulations, and workers' compensation laws and regulations.

### Living Wage

Proposers are advised that the contract is subject to the City of Ann Arbor's Living Wage ordinance. Please see links below for City of Ann Arbor Living Wage documents.

[http://www.a2gov.org/departments/finance-admin-services/purchasing/Documents/LW\\_Declaration\\_2016-17.pdf](http://www.a2gov.org/departments/finance-admin-services/purchasing/Documents/LW_Declaration_2016-17.pdf)

[http://www.a2gov.org/departments/finance-admin-services/purchasing/Documents/LW\\_Poster\\_2016-17.pdf](http://www.a2gov.org/departments/finance-admin-services/purchasing/Documents/LW_Poster_2016-17.pdf)

**SECTION 6**  
**ATTACHMENTS**

**ATTACHMENT A  
LEGAL STATUS OF PROPOSER**

(The Proposer shall fill out the appropriate form and strike out the other two.)

**\* A corporation** organized and doing business under the laws of the state of \_\_\_\_\_,  
for whom \_\_\_\_\_ bearing the office title of  
\_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contracts.

**\* A partnership**, list all members and the street and mailing address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

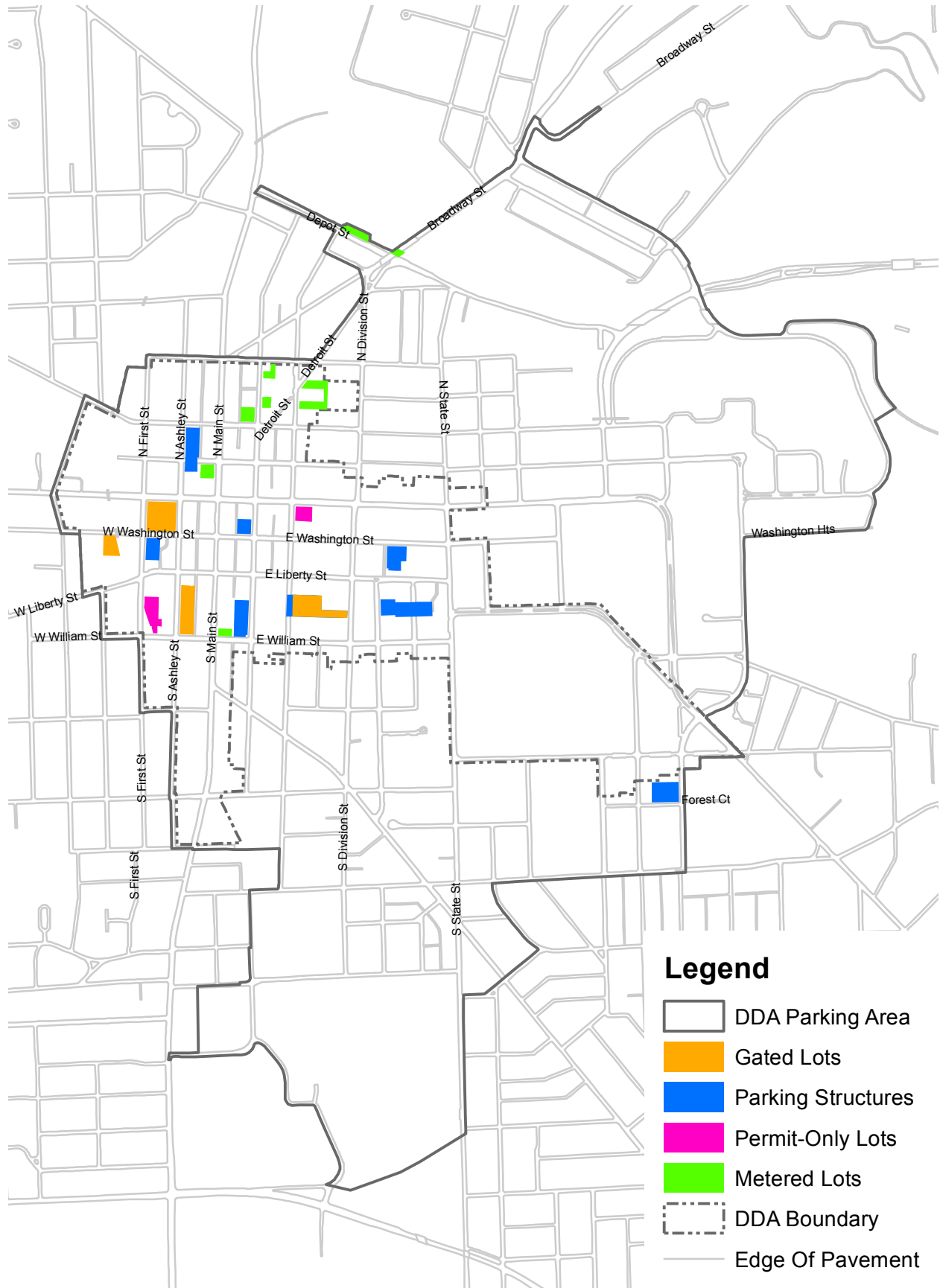
Also identify the County and State where partnership papers are filed:

County of \_\_\_\_\_, State of \_\_\_\_\_

**\* An individual**, whose signature with address, is affixed to this proposal:

(Initial here)

# Ann Arbor Downtown Development Authority Parking Area



## ATTACHMENT C PARKING SYSTEM INFORMATION

### **Equipment-**

Lane controls include Amano McGann AGP-1700 and AMG-1800 series parking gates.

In-lane cashier equipment is Amano McGann.

Pay on foot stations include; Amano McGann AMG-4300 Express Pay Station, Amano McGann AMG-7800 Pay Station.

Duncan Eagle single and double head meters, as well as Digital Payment Technologies Luke I and II pay stations are used on-street and in metered lots.

Daktronics LED Message Signs.

PARIS Accounting software & Amano McGann card access software.

### **Vehicles-**

2008 GMC Canyon (Has plow capability)

2012 Ford Transit Connect

2012 Ford F-250 Truck (Has plow capability)

2014 GMC Sierra K1500 Pickup (Has plow capability)

2014 Dodge Grand Caravan

2014 Dodge Ram C/V Tradesman Van

2014 Dodge Grand Caravan

2016 GMC Sierra K1500 Pickup (Has plow capability)

**Office/Storage Space\***

4th & Washington 1bathroom

Maynard 1250 sq ft office space (includes 1 bathroom) and 400 sq ft storage space

Forest 275 sq ft office space (includes 1 bathroom) and 350 sq ft meter shop

4th & William 540 sq ft office space (includes 1 bathroom) and 3000 sq ft storage space

Ann Ashley 670 sq ft office space (includes 1 bathroom)

Library Lane 1700 sq ft office space (includes 1 bathroom) and 1600 sq ft storage space

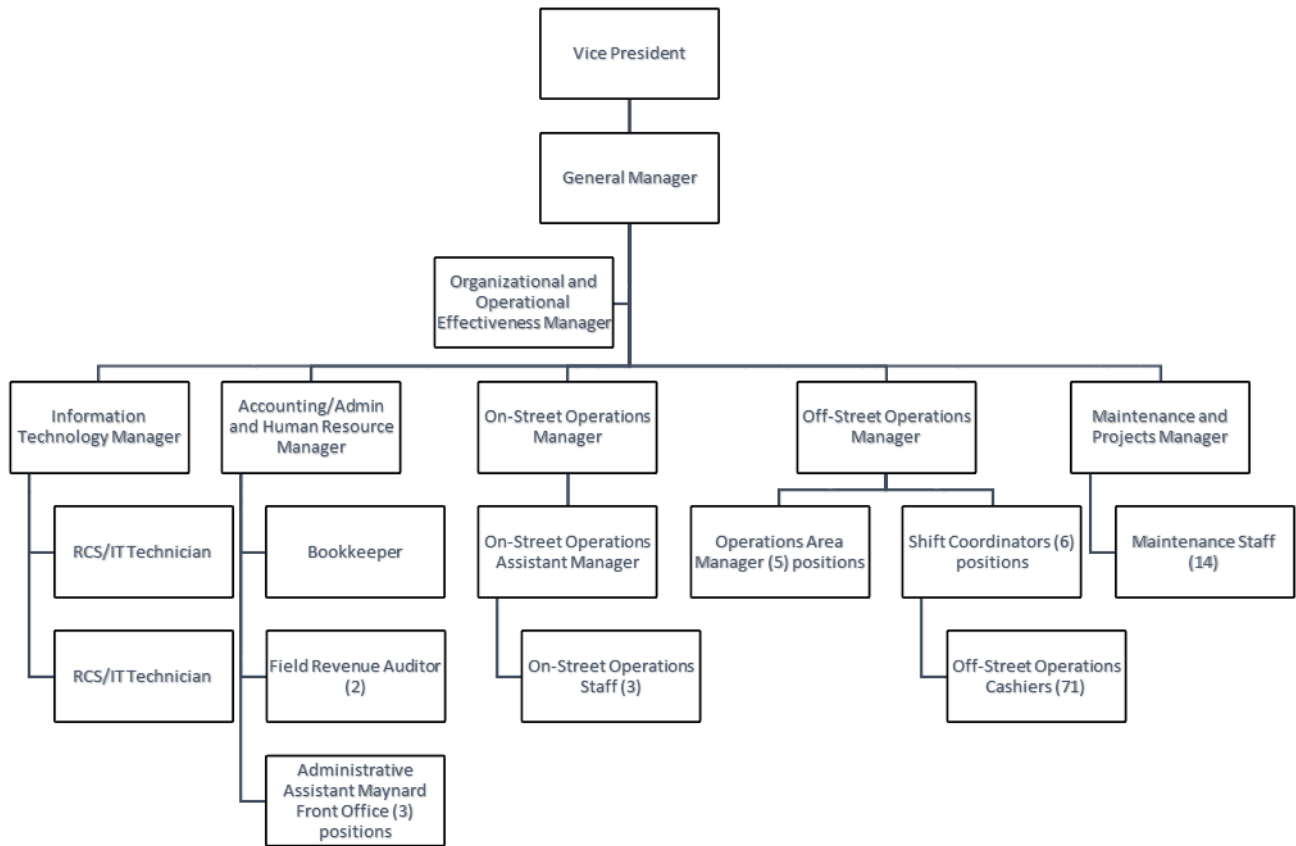
There are various small storage areas and maintenance closets in each structure.

\*Sizes are approximate

	<u>Name</u>	<u>Address</u>	<u>Number of Spaces</u>	<u>Number of Elevators</u>	<u>Lane Count</u>	<u>Hours of Operation</u>	<u>Type</u>	<u>Other Information</u>
Structure #1	Fourth and Washington	123 East Washington	281	1	3	24/7, Sundays free	hourly, permit	built 1998
Structure #2	Washington and First	201 South First	243	2	4	24/7, Sundays free	permit & flat rate entry after hours	mixed use/apts above
Structure #3	Maynard	324 Maynard	807	2	6	24/7, Sundays free	hourly, permit	built 1953
Structure #4	Forest	650 South Forest	853	2	4	24/7, Sundays free	hourly, permit	co-owned & co-used City & UM
Structure #5	Fourth and William	115 E William	994	3	4	24/7, Sundays free	hourly, permit	largest garage
Structure #6	Liberty Square	510 E Washington	575	4	3	24/7, Sundays free	hourly, permit, after-hours flat rate	mixed use/offices below
Structure #7	Ann Ashley	220 North Ashley	829	2	3	24/7, Sundays free	hourly, permit, after-hours flat rate	serves county & city employees, courts, plus others
Structure #8	Library Lane	343 South Fifth	744	3	5	24/7, Sundays free	hourly, permit	underground
Surface Lot #1	South Ashley		143		3	24/7, Sundays free	hourly	referred to by locals as the "Kline lot"
Surface Lot #2	First and Huron		167		3	24/7, Sundays free	hourly	leased from private owner
Surface Lot #3	Fifth and Huron	115 South Fifth	56		2	Permit Only, 24/7	permit	leased from private owner
Surface Lot #4	1 <sup>st</sup> and William	216 West William	111		0	Permit Only, Mon-Sat 8am-6pm	permit	
Surface Lot #5	415 West Washington	415 West Washington	151		4	24/7, Sundays free	flat rate, permit	lot may be temporary

	<u>Name</u>	<u>Address</u>	<u>Number of Spaces</u>	<u>Number of Elevators</u>	<u>Lane Count</u>	<u>Hours of Operation</u>	<u>Type</u>	<u>Other Information</u>
Metered Lot #1	Main and William	353 South Main	22			Enforced Mon-Sat 8am-6pm	hourly	referred to by locals as the "Palio lot"
Metered Lot #2	Farmer's Market	315 Detroit Street	75			Enforced Mon-Sat 8am-6pm	hourly	avail non-Market days: M-Th
Metered Lot #3	City Hall	301 East Huron	16			Enforced Mon-Sat 8am-6pm	hourly	smallest lot
Metered Lot #4	Kerrytown	407 North Fifth	25			Enforced Mon-Sat 8am-6pm	hourly	leased from private owner
Metered Lot #5	Fourth and Catherine		47			Enforced Mon-Sat 8am-6pm	hourly	
Metered Lot #6	Community High	401 North Division	79			Enforced Mon-Sat 8am-6pm*	hourly	avail non school days, primarily Sats
Metered Lot #7	Depot Lot	329 Depot Street	37			Enforced Mon-Sat 8am-6pm	hourly	leased from private owner
Metered Lot #8	Broadway Bridge		16			Enforced Mon-Sat 8am-6pm	hourly	
Metered Lot #9	Gandy Dancer	401 Depot Street	23			Enforced Mon-Sat 8am-6pm	hourly	
Metered Lot #10	Main and Ann		45			Enforced Mon-Sat 8am-6pm	hourly	leased from the County
On Street Meters			1823			Enforced Mon-Sat 8am-6pm	hourly	

# **ATTACHMENT D** **CURRENT PARKING SYSTEM ORGANIZATIONAL CHART**



**PARKING FACILITY MANAGEMENT AGREEMENT  
ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY**

THIS AGREEMENT, to be effective as of July 1, 2017, between the Ann Arbor Downtown Development Authority, a Michigan Municipal Corporation, herein called ("the DDA") and \_\_\_\_\_, hereinafter called ("Manager.").

**WITNESSETH:**

1. The DDA entered a contract with the City of Ann Arbor (the "City"), which expires in 2033, whereby the DDA manages the City-owned parking system.
2. The DDA hereby contracts with Manager under the terms, conditions, and provisions hereinafter set out for Manager to operate its parking system located in Ann Arbor, Michigan, known as the DDA System; hereinafter referred to as the "System".
3. The term of this Agreement shall commence on July 1, 2017 and shall continue in effect for a period of twelve (12) months from the said commencement date. At the expiration of the term, the Agreement shall automatically be renewed for up to seven (7) additional one-year (1) terms unless the DDA hereto should elect to terminate the Agreement after giving no less than ninety (90) days written notice prior to the commencement of the applicable renewal period.
4. The System shall be operated by Manager as a municipal System and shall be used for no other purpose without prior written approval of DDA. Manager shall manage, operate, and promote the use of the System in accordance with all laws and governmental regulations.
5. Manager agrees to set aside the necessary parking spaces to protect any previous or future commitments made by the DDA or the City, and Manager agrees to honor any allocations of parking space that the DDA deems necessary. Manager agrees to operate the System in a manner consistent with satisfying, as efficiently as possible, the operating requests, and expectations of the DDA.
6. Manager shall provide the DDA with an annual budget (the "Budget"), no later than six (6) months prior to the beginning of the fiscal year; defined as July 1st through June 30th. The Budget and any significant changes shall be approved by the DDA.
7. This Agreement shall not be assigned nor subcontracted by Manager in whole or in part without the prior written consent of the DDA.

**I. Relationship and Management Fee**

- A. The Manager shall operate the System at the direction of the DDA.
- B. The “System” shall include all off-street parking structures and surface parking lots, as well as all on-street parking spaces, curb space, and related signage within the DDA parking area identified in Schedule D, attached herewith.
- C. The Manager shall be reimbursed for all direct operating expenses, as established in the approved Budget. Schedule A (attached herewith) provides a list of acceptable operating expenses.
- D. The Manager shall be eligible for an annual base management fee equal to \$ \_\_\_\_\_.

- (1) For each month, commencing with the date of this Agreement, the Manager shall be paid the monthly portion of the base management fee equal to \$ \_\_\_\_\_ per month.

In addition to the base management fee, Manager shall be eligible for an annual Performance Based Incentive Fee. The Performance Based Incentive Fee shall be predicated upon, but not limited to the Manager’s performance in the following areas:

- i. Level of customer satisfaction, as measured by a survey sampling of System end-users.
  - ii. Increase in the net operating income compared to a target level set jointly by the Manager and DDA.
  - iii. Cleanliness and maintenance of the System, as measured by the DDA.
  - iv. Reduction and control of “Dead Tickets” by the Manager.
  - v. Completion of Special tasks or initiatives set jointly by the DDA and/or the Manager.
  - vi. General satisfaction of the Manager’s performance.

The Performance Based Incentive Fee shall be paid at the end of each contract year, and the award of a Performance Based fee shall be made at the sole discretion of the DDA.

- E. In performing its responsibilities pursuant to this Agreement, it is understood and agreed that Manager is acting as an independent contractor, and the Manager is not a partner, joint-venture partner, or employee of the DDA or the City. It is expressly agreed that Manager will not for any purpose be deemed an agent, ostensible or apparent agent, or servant of the DDA. Manager agrees to take such action as may be reasonably requested by the DDA or the City to inform the public, patrons of the System, and others utilizing the services of Manager of such fact. Manager

acknowledges and agrees that neither it, nor its employees or agents have any right, power or authority to incur and will not incur any financial obligation, legal obligation or liability, or other obligation on behalf of, or binding upon the DDA or the City. Nothing herein shall diminish the right of Manager to receive reimbursement from DDA for the direct Operating Expenses set forth in this Contract, but DDA shall have no obligation to any third party, directly or otherwise, to pay for Operating Expenses.

- F. The DDA and Manager agree that during the term of this Agreement all personnel employed by Manager to operate the System shall be solely the employees of Manager and shall have no contractual relationship with the DDA.
- G. Manager shall be responsible for payment of income taxes, unemployment taxes, and payroll related taxes, if any, for all such employees.
- H. Manager shall have full responsibility for hiring, firing and managing its employees and/or agents. However, should the DDA request the removal of any personnel for any reason, Manager shall remove such employee as soon as possible, but in any event no more than three (3) working days from the DDA's request, and replace such employee with another qualified employee. In addition, the DDA agrees ~~during the~~ during this Agreement that it shall not enter into any negotiations, communications, or other actions which have as their intended consequence to induce any such person employed by Manager to enter the employ of the DDA in any capacity whatsoever.
- I. Manager shall comply with all applicable federal, state, and local laws and regulations. The Manger shall procure and keep in force all permits and licenses required by such laws and regulations. These laws and regulations include, but are not necessarily limited to; the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, unemployment compensation laws and regulations, and workers' compensation laws and regulations.

## **II. Revenue**

- A. "Gross Revenue" shall include all revenue received by Manager related to the operation of the System. Included in "Gross Revenue" shall be all revenue sources including, but not limited to vending machine receipts, irregular payments for special events, and any other sources that may occur from time to time throughout the term of the contract.
- B. Manager covenants that it will collect or cause to be collected all the Revenue due the DDA from the operation and use of the System.
- C. All receipts collected by the Manager shall be deposited by the Manager in a

bank account designated by the DDA. The DDA will provide the Manager with deposit slips and re-order forms, and Manager shall be responsible for making deposits in a timely manner.

- D. In the event of a loss or theft of funds, the Manager shall immediately notify the DDA. The amount of theft or loss shall be paid to the DDA by the Manager within 30 days.
- E. The Manager will account for all permit parking income on an accrual basis. All permit receipts will be remitted to an Ann Arbor address and deposited into the DDA's bank account. The Manager will follow the collection policy of the DDA and twice per year the Manager will present to the DDA a list of uncollectible permit accounts for approval to be written off.
- F. The Manager will submit for DDA approval, all revenue and cash handling procedures. The Manager will strive to maximize revenues, but not at the expense of customer service or facility maintenance.
- G. In addition to the routine audits/reviews performed by the Manager's local staff, the Manager shall have the following audits/reviews performed by personnel not involved with the System on a routine basis; the findings of which, shall be provided to the DDA.
  - (1) Perform a financial audit of the System after any change in General Manager or Administrative Manager/Controller that would entail comparison of the daily revenue reports to the monthly operating reports and the bank statement for the month in question.
  - (2) Perform a bi-annual comparison of the permit cards with access to the System, to the monthly billings for the same period, and review accounts receivable, aging and any billing adjustments.
  - (3) Bi-annually, compare five randomly selected daily revenue reports to the tickets pulled during that day.
  - (4) Compare the revenues and collections of all the automated pay stations on a bi-annual basis.
  - (5) Compare monthly ticket reports to the tickets issued for the month on a quarterly basis.

### **III. Operating Expenses**

- A. The DDA will reimburse only for those direct operating expenses that have been previously approved by the DDA through the budget process, or approved after the budget process is completed.
- B. "Operating Expenses" shall include all ordinary direct operating expenses incurred by the Manager for the operation of the System covered by this contract and

included in Schedule A. Operating Expenses shall not include those items of a capital cost nature as included in Schedule B.

- C. Manager agrees that it will keep complete and accurate record of all receipts and disbursements pertaining to the operation of the System.
  - D. The DDA will advance the Manager \$350,000.00 at the beginning of this contract to be used to pay for the operating costs incurred managing the System. Any portions of said advance remaining at the expiration of this contract, including renewal periods, if any, shall be returned to the DDA within 60 days.
  - E. For the purchase of any goods or services up to \$5,000.00 annually from the same vendor, the Manager shall verify he/she has obtained oral bids from three independent sources for such items. For the purchase of any goods or services expected to be in excess of \$5,000.00 annually from the same vendor, the Manager shall verify it has obtained written bids from three independent sources for such items. If the Manager elects to select the vendor that is not the lowest bidder, a written request shall be made to the DDA for approval. All bids over \$36,000.00 per annual service contract must be pre-approved by the DDA. For reimbursement, all expenses that are not purchased specifically for the System, or are invoiced by the Manager, shall contain a copy of the original supplier's invoice. If the goods or service is for multiple contracts there shall also contain the written method of allocation. The DDA reserves the right to refuse group-purchased items through the Manager, such as group health insurance, and have those goods or services purchased specifically for the DDA's operations.
  - F. On or before the fifteenth day of each month, Manager shall, render to the DDA a complete and accurate accounting of all receipts and reimbursable disbursements for the preceding month. Any receipt or disbursement item that cannot be easily attributed to a facility will be allocated by number of parking spaces in the facilities involved or other mutually agreed upon arrangement.
  - G. The Manager will use the accrual method of accounting for reporting to the DDA. All reports will be delivered electronically in Excel and Adobe PDF format. The Manager's books and records relating to the System shall be kept at the local office of the Manager and shall be available for inspection, audit, and copying at all reasonable times by DDA or its duly authorized representatives. Vouchers, receipts, or other records shall support disbursements for all direct operating expenses. Such reports will be in a form mutually agreed upon by the DDA and Manager. The DDA reserves the right to modify all reports furnished by the Manager.
- (1) After the completion of a calendar month operations the DDA will initiate an expense wire transfer of the following amount: i) the amount of the approved reimbursable expenses, and ii) the monthly portion due for the base Management Fee.

- H. The Manager will submit to the DDA a draft annual budget (the “Budget”) seven months prior to the beginning of the DDA’s fiscal year with supporting documentation for any non-routine or large expenses. The DDA may request additional supporting documentation. The DDA may request changes be made to the Budget. The final draft Budget will be incorporated into the DDA’s budget. Changes made to the DDA’s budget during the approval process that impact line items used to fund parking operations will necessitate a change in the Budget. The Budget may be changed prior to or during the budget year by the DDA.

#### **IV. Operations**

- A. Manager agrees to operate the System in a high-quality and efficient manner following industry standard best practices.
- B. Manager agrees to operate the facilities on DDA determined days and hours of operation. For all other hours, Manager shall ensure the System shall be open for business or available free of charge on an unattended basis. The days and hours the system is not operational will be determined by the DDA upon conference with Manager. At this time, free parking is provided to the public on Sundays and holidays. The Manager shall regularly recommend to the DDA suggested changes to the operating hours of any facility to generate a greater net profit or to benefit the community goals of economic vitality and vibrancy.
- C. Manager shall employ honest, competent, and courteous personnel who are adequately trained and capable of performing the duties assigned to them in accordance with this Agreement. Manager shall provide adequate staffing levels needed to afford acceptable levels of customer service. This may include, but not be limited to additional staff needed to accommodate special events and/or other special circumstances. All staff shall present themselves in a professional manner, maintain good hygiene, and wear neat and clean uniforms. Manager shall utilize nameplates on the exterior of all parking booths to clearly identify the cashier on duty (when applicable).
- D. Manager shall provide appropriate job skills and customer service training to all employees on an on-going basis throughout the term of the Agreement.
- E. Manager agrees that the fees charged for parking in the System shall be set by the DDA. The Manager will be given thirty (30) days written notice of any changes.
- F. Manager shall ensure at least quarterly visits to Ann Arbor by a Regional Manager employed by the Manager. The purpose of the quarterly visits shall be to meet with the DDA to discuss operations and maintain client satisfaction.

- G. Manager shall provide monthly a series of reports compiled into one electronic PDF report. The required reports listed in Schedule C are subject to change and shall be made available in their original file format, upon request by the DDA.
- H. During the initial six (6) months of operation, the Manager shall develop a Policies and Procedures Operating Manual for the System and submit the Manual to the DDA for final review, comment, and approval. The approved Manual shall be used in the operation of the System and for ongoing training of staff. The Manager shall annually amend the Manual to address new operating conditions and/or operating methodologies associated with the System.
- I. During the initial six (6) months of operation, the Manager shall develop and submit to the DDA an Inventory of System equipment and components. The Inventory shall be kept current and submitted to the DDA annually in January and at time of contract expiration.
- J. Manager shall promptly notify the DDA of any issues that impact System operation or customer service, including but not limited to, equipment malfunction or outage and personnel issues. Examples include entrance lanes, exit lanes, or an elevator out of service. Reporting shall include details on expected duration of impact. Manager shall also notify DDA when the issue has been resolved.
- K. Manager shall notify DDA promptly of any unusual condition or situation which develops in the course of Manager's management of the System, such as, but not limited to, theft, impropriety, fire, flood, breakage and casualty, damage to property or injury to persons.
- L. During design, planning and construction processes, the DDA may ask Manager to provide expertise and advise on how to achieve maximum operational efficiencies.

**V. Facility Maintenance**

- A. Manager agrees to keep the System clean, presentable, attractive, and in a safe and sanitary condition throughout the term of the Agreement.
- B. Manager shall not permit anything thereon that violates any insurance provisions contained in the Agreement.
- C. Manager shall perform (as a minimum) all housekeeping and preventive maintenance functions as outlined and detailed in the latest edition of the National Parking Association Parking Facility Maintenance Manual.
- D. Manager shall implement a maintenance plan to address both daily and seasonal

maintenance tasks such as general maintenance, landscaping, sweeping, power washing, and snow removal throughout the System.

- E. Manager shall be responsible for the daily and ongoing maintenance requirements of all mechanical systems including but not limited to the elevators, generators, fire suppression, and storm water systems.
- F. Manager shall be responsible for actively managing all warranties and bringing to DDA attention when warranties end.
- G. The Manager and DDA shall conduct at least one annual walk-through of the System and create a maintenance and repair list for the year. Time and date of the annual walk-through shall be determined by the DDA.
- H. Manager and DDA shall notify each other of any structural, mechanical, electrical, or other installations, or alterations to the System required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements in writing.
  - a. DDA may request the Manager to make such installation or alterations with either its own staff or by a third-party contractor under their supervision. Any costs associated with such installations or alterations shall be considered a direct reimbursable operating expense.
- I. DDA shall be responsible for all major repairs (over \$10,000) to the System. All minor repairs (under \$10,000) including, but not limited to electrical, plumbing, pavement repair, painting of the exterior of a structure, replacement of lighting fixtures, window and glass repairs, repairs to the walls and floors, and maintenance of ventilation systems, elevators and signs shall be either completed by the Manager or a third-party contractor under the Manager's supervision, the cost of which shall be considered as a reimbursable operating expense.
- J. Manager shall use reasonable diligence in the care and protection of the System during the term of the Agreement, and shall surrender said premises at the termination of the Agreement in as good condition as received; ordinary wear and tear accepted.
- K. During design, planning and construction processes, the DDA may ask Manager to provide expertise and advice on how to achieve maximum maintenance effectiveness and extend the durability of parking facility and equipment.

## **VI. Information Technology**

- A. Manager shall employ an in-house IT team with the technical competency and experience to create and maintain both effective and user-friendly customer and

client facing IT applications, including but not limited to web-based payment and request systems, a System website, pay-by-phone, and other parking solutions.

- B. Manager shall perform routine and preventative maintenance on all parking and information technology equipment with a goal of keeping all equipment up and running effectively.
- C. Manager shall have the staff, capability, and capacity to recommend, procure, and implement new technologies to the System as requested. As new technologies are considered or added to the System, the Manager shall provide the DDA with project planning details that include probable cost estimates, timelines, and schedule for implementation.
- D. Manager shall abide by data ownership and access, as well as PCI compliance and system security requirements as outlined in Schedule E. DDA shall retain all rights and access to the parking data generated from the System.

## **VII. Parking Enforcement**

Intentionally left blank

## **VIII. Insurance**

The Manager, and any of their subcontractors, shall not commence work under this Agreement until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire term of the Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the DDA. The requirements below should not be interpreted to limit the liability of the Manager. All deductibles and SIRs are the responsibility of the Manager.

Premiums with respect to such policies required to be carried by the Manager shall be paid by Manager and shall constitute a reimbursable operating expense upon the submission of the original invoice and written evidence of how it was allocated to the System. Such policies shall be subject to the approval of DDA for adequacy, form and protection. If the insurance coverage provided by the Manager is deemed to have been canceled or not in force by the DDA, the DDA reserves the right to obtain coverage and cease reimbursement to the Manager for its insurance cost. Manager is responsible for maintaining all risk property insurance for the System and equipment contained therein naming both DDA and Manager as insured.

Manager shall carry liability insurance in such amounts as shown below, pay all the premiums thereon when due and to cause such insurance to name the DDA and the City as additional insured thereunder:

**Worker's Compensation Insurance**, including Employers' Liability Coverage, in

shall include the following extensions: (A) Contractual Liability; (B) Completed Operations; (C) Independent Contractors Coverage; and (D) Products-Completed Operations.

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In the event of work performed by third parties within the System, either on behalf of DDA or Manager, such third parties will provide insurance coverage in the forms and amounts shown above, or other coverage as the DDA may reasonably require, naming both DDA and Manager as additional insureds.

**Cancellation Notice:** Certificates evidencing all insurance coverage listed above shall be furnished by the Manager to DDA and such certificates shall contain an endorsement requiring the insurance carrier to provide at least thirty (30) days written notice in the event of cancellation or material change. Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Ann Arbor Downtown Development Authority 150 South Fifth Ave., Suite 301 Ann Arbor MI 48104.

**IX. Indemnification**

Manager shall defend, indemnify, and hold DDA harmless from and against all actions, costs, claims, losses, expenses, and/or damages, sustained by DDA attributable to the recklessness, carelessness, intentional wrong doing or negligence of Manager or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults or defects shall not be the responsibility of Manager.

Notwithstanding anything to the contrary contained elsewhere in this Agreement, neither the DDA nor Manager shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other property or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if, and to the extent that, any such loss or damage is covered by insurance which is maintained by either party, and such insurance does not prohibit the foregoing waiver of subrogation.

**X. Health and Safety**

Manager agrees that Manager has been retained by the DDA for reasons which include Manager's expertise regarding the safety and health hazards associated with the System to be performed by the Manager. Manager agrees that it has and will have sole responsibility for the health, safety and welfare of its employees and all other persons performing services for the System. At all times while performing services, Manager will also comply with all applicable health, safety, security and environmental procedures, policies, and guidelines of the DDA.

**XI. Penalties and Termination**

A. In the event Manager shall fail to abide to this Agreement fully and faithfully, DDA

shall have the right to forthwith terminate the Agreement immediately, regain immediate possession of the System, and hold Manager liable for any damages resulting to DDA.

- B. The DDA may cancel this agreement if the City cancels its management contract with the DDA.
- C. If it shall become impossible on account of Force Majeure for Manager or DDA to fulfill its obligations under the Agreement, such party shall be excused from the performance of said obligation for the period that said performance is impossible. The term "Force Majeure" as used in this paragraph shall include: 1) fire, earthquake, flood, tornados, acts of God, strike or other labor disturbance beyond the reasonable control of Manager, riot or civil commotion, failure of power, law or regulation which prohibits performance, court order, insurrections, war or any other matter or situation of a like nature (including hostility, with or without formal declaration of war. 2) Any law regulation or order of any government authority prohibiting the performance of the obligations set forth in this Agreement.
- D. If the Manager fails to perform any of the requirements of the Agreement, the DDA has at its discretion the right to make monetary deductions from the Manager's base management fee. The following are monetary deductions applicable to breaches, but shall not be deemed an exclusive list of the monetary deductions the DDA may impose.

Infraction	Amount
Failure to maintain facility hours of operations	\$5,000.00/incident
Failure to follow DDA's Collection Policy	\$1,000.00/incident
Failure to correct a situation pointed out by DDA staff or Contractor in a reasonable period	\$1,000.00/ incident
Failure to follow NPA, Parking Garage Maintenance Manual Guidelines, such as:	
Failure to properly wash down all structures bi-annually;	
Use of non-approved chemicals for de-icing within the structures;	
Use of non-rubber blade snow plow on a Neoguarded surfaces; and	
Failure to winterize water supply lines in a structure	\$2,000.00/incident

Enacting fines upon the Manager does not prevent the DDA from holding the Manager financially liable for any lost revenues or increased operating expenses due to their negligence.

## **XII. Other**

- A. DDA shall have the right to enter and inspect any facility, or part of a System facility at all times throughout the term of the Agreement. Manager shall provide an all access key to the DDA to allow access 24/7.
- B. It is understood and agreed that this Agreement shall be binding upon and inure to the

benefits of the heirs, personal representatives, successors and assigns of the parties. The previous sentence notwithstanding, no assignment of or subcontracting under this Agreement or the rights and obligations of Manager shall be valid without the prior written consent of DDA and any attempt to assign or subcontract without such prior written consent shall be void.

- C. Notwithstanding all provisions of this Agreement, it is mutually understood between the parties hereto, that this Agreement shall not in any way be construed to be a lease but is merely a recitation of contract provisions.
- D. If any section of this Agreement is found unlawful or illegal or becomes so, the remainder of the contracted terms shall remain in full force and effect.
- E. The terms of this Agreement shall be modified only by a written addendum signed by both the DDA and Manager.
- F. DDA has the right to temporarily shut down part or all of the System for repair at its sole discretion. In this case all fees and contractual obligations shall remain fully intact.
- G. DDA has the right to remove spaces or facilities, or to add spaces or facilities to the System in a permanent way, at its sole discretion. In this case all fees and contractual obligations for any deletions or additions to the System shall be mutually negotiated.

### **XIII. Notification**

- A. Notice to both the DDA and Manager shall be sent using overnight courier service; signature required for delivery, or by certified mail, return receipt requested; to the following addresses:

To DDA:  
Ann Arbor DDA  
150 S. Fifth Avenue, Suite 301  
Ann Arbor, MI 48104

To Manager:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement shall be construed and governed according to the laws of the State of Michigan, without giving effect to its conflict of laws provision. Any suit, action, or proceeding with respect to this Agreement, shall be brought in the Courts of the State of Michigan, or in the United States courts located in the State of Michigan and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

IN WITNESS WHEREOF, DDA has caused this instrument to be executed in its corporate name by its duly authorized officer and Manager has hereunto set his hand the day and date first above written.

ATTEST: ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

BY: \_\_\_\_\_  
Chair, DDA

BY: \_\_\_\_\_  
Executive Director, DDA

ATTEST: XXXXXXXX

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SAMPLE

**SCHEDULE "A"**  
**Operating Expenses – Manager (subject to addition and/or deletion)**

1. The direct cost of the wages for all personnel assigned to the System (subject to the City's Living Wage ordinance) which shall include payroll taxes, reasonable fringe benefits, such as workers' compensation insurance at the State mandatory rate for parking attendants, unemployment insurance, social security, hospital, and sickness insurance.
2. Reasonable business telephone expenses for staff assigned to the System.
3. Licenses and permits necessary to operate the System.
4. Employee recruitment ads.
5. The itemized direct cost of Insurance to the extent required of Manager in this Agreement.
6. Sundry items such as uniforms, tickets, and janitorial supplies for the System.
7. Data processing expense related solely to the processing of financial transactions and revenue and expense data for the System to be paid to the Manager with the monthly cost reimbursement.
8. Normal maintenance and repairs to the System including snow removal, repainting of stall markings, replacement or repair of signs, revenue control equipment, light bulb replacement, painting and cleaning.
9. Legal or audit charges directly attributable to the operation of the System other than those performed by the staff of DDA or Manager except to the extent covered below, if approved in advance by the DDA.
10. The costs of special audits as required by DDA to be performed from time to time by Manager's staff auditor for the mutual benefit of DDA and Manager; provided, however, that the time and manner of the taking of the audit are approved in writing by DDA in advance. Special audit costs qualifying as Operating Expenses shall be limited to a mutually agreed upon per diem rate and the actual out-of-pocket expenses of the auditor during the period of an approved special audit.
11. The cost of the insurance deductible amounts as agreed upon. A copy of all claims will be forwarded to DDA. The DDA shall approve the settlement of any claim over the limit of the policies.
12. Monthly base management fee.

Any changes to the costs listed above shall be approved by the DDA prior to being incurred.

**SCHEDULE "B"**  
**Operating Expenses - DDA (subject to addition and/or deletion)**

1. Real and personal property taxes of DDA's properties leased for parking facilities.
2. All claims, expenses and/or damages arising from, or caused by structural or design deficiencies or by improper work or supervision during construction including without limitation, settlement, collapse or inadequacy of structure or equipment, and all repairs related thereto.
3. Debt service with respect to land, building and equipment for parking facilities.
4. Costs of legal and auditing fees of DDA.
5. Salaries and wages of all DDA employees, and costs incurred by DDA in the supervision of the Manager.
6. Costs for maintaining elevators, sprinkler and ventilation systems over \$10,000.
7. System utility expenses including gas, electricity, and water.
8. Capital expenditures, improvements, alterations, additions and all new equipment, including all architectural and engineering fees in connection therewith.

SAMPLE

**SCHEDULE "C"**  
**Monthly Report Content**  
**(Subject to Change / Some Samples Included)**

Off Street Summary;  
Off Street Revenue Report;  
Off Street Bank Reconciliation;  
Stamp Sales Report;  
Ticket Summary;  
Permit Activity Report;  
Payroll Labor Distribution;  
Marriott Valet Report;  
Check Register;  
Payables Copies; and  
Special projects report.

For Each Parking Facility:  
Remote Monitoring;  
On Street Summary;  
On Street Bank Reconciliation;  
A/R Aging Summary;  
Meters In System;  
Meter Monthly Revenue Report;  
Meter Cash Card Revenue;  
ePark Revenue;  
Meter Revenue by Lot; and  
Free Meter Bag Report.

SAMPLE

ANN ARBOR DDA OFF-STREET SUMMARY JANUARY 2016						
	Actual	Month Budget	Variance	YTD Amount	YTD Budget	YTD Variance
<b>Revenue</b>						
Transient						
Contract Billing						
Validation Billing						
Stamps Income						
Special Event						
Access Card Sales						
Other						
Over & Short						
<b>Total Revenue</b>						
ADD:Beginning A/R						
Contracts						
Validations						
<b>Total Beginning A/R</b>						
SUBTRACT:Ending A/R						
Contracts						
Validations						
<b>Total Ending A/R</b>						
<b>Total Net Revenue</b>						
<b>EXPENSES:</b>						
<b>Personnel Expenses</b>						
Payroll						
-Salary						
-Hourly						
Payroll Taxes						
Workers Comp						
Employee Health Care						
<b>Total Personnel Expenses</b>						
<b>Operating Expenses</b>						
General Administration						
Office Supplies						
Tickets Printing						
Postage						
Gas, Oil, Maintenance						
Communications						
Material						
Data Processing						
Uniforms						
Insurance						
Card Refunds						
Bad Debt						
RCS Equip & Repairs						
Snow Removal						
Maintenance Contract						
Contract Work						
<b>Total Operating Expenses</b>						
Management Fee						
Incentive Fee						
<b>Grand Total Expenses</b>						
<b>Net Operating Surplus</b>						

SAMPLE

CITY OF ANN ARBOR OFF-STREET SUMMARY, OCTOBER 2016															
WASHINGTON & FOURTH	FIRST & WASHINGTON	MAYNARD	FOREST	4TH & WILLIAM	LIBERTY SQUARE	A ASHLE	LIBRARY LANE	SOUTH ASHLE	FIRST & HURON	FIF & HURON	1st & WILLIAMS	415 WEST WASH.	OLD Y LOT	MONTHLY TOTAL	
Revenue															
Transient															
Contract Billing															
Validation Billing															
Stamps Income															
Special Event															
Access Card Sales															
Other															
Over & Short															
Total Revenue															
ADD:Beginning A/R															
Contracts															
Validations															
Total Beginning A/R															
SUBTRACT:Ending A/R															
Contracts															
Validations															
Total Ending A/R															
Total Net Revenue															
EXPENSES:															
Personnel Expenses															
Payroll															
-Salary															
-Hourly															
Payroll Taxes															
Workers Comp															
Employee Health Care/Benefits/401k															
Total Personnel Expenses															
Operating Expenses															
General Administrative															
Office Supplies															
Tickets Printing															
Postage															
Gas, Oil, Maintenance															
Communications															
Material															
Data Processing															
Uniforms															
Liability Insurance/ Crime Bond															
Refunds															
Bad Debt															
RCS Equip & Repairs															
Snow Removal															
Maintenance Contract															
Contract Work															
Total Operating Exp.															
Management Fee															
Incentive Fee															
Grand Total Expenses															
Net Operating Surplus															

SAMPLE

## Revenue Report JANUARY 2016

[illegible]

# SAMPLE

OCTOBER 2016 BANK RECONCILIATION

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Offstreet - OCTOBER 2016

Less: OCT Revenue Deposited in NOV

Total Credits on Bank Statement

Less:  
SEPT Revenue Deposited in OCT  
Paystation Refunds  
Onstreet Rev Deposited in off street  
Deposit correction captured in net revenue  
Credit card settle difference

Add:  
Off Street Rev Deposited in On Street  
Epark Refunds

Difference \$

Explanations-

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SAMPLE

SAMPLE

\$ 82 Total

**86 Total**

\$

**Ticket Summary**

(One composite report and separate report for each facility)

1. Price Point Summary- number of each ticket for each day of the month (including percentage of total)
2. Summary of Other tickets total per day including- free, employee, validated, coupon, void, etc..
3. Comparison of tickets collected to tickets issued and ticket loss

SAMPLE

## Permit Activity Report

For the month of: **October 2016**

Location	Name	Previous EOM Permit Balance	Additions	Deductions	End of Month Balance
80	4th and Washington				
81	1st and Washington				
82	Maynard				
83	Forest				
84	4th and William				
85	Liberty Square				
86	Ann & Ashley				
87	Library Lane				
90	Fifth and Huron				
91	1st and William				
95	415 W Washington				

Note:

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SAMPLE

**PAYROLL LABOR DISTRIBUTION DETAIL**  
 PERIOD ENDING DATES FROM: 10/01/16 TO: 10/31/16

EMPLOYEE NAME	HOURLY RATE	REGULAR HOURS	OVERTIME HOURS	HOLIDAY HOURS	VACATION HOURS	OTHER HOURS	REGULAR WAGES	OVERTIME WAGES	HOLIDAY WAGES	VACATION WAGES	OTHER WAGES	SALARY WAGES	TOTAL WAGES
<u>MANAGEMENT TEAM:</u>													
TOTAL	\$		\$	\$	\$	\$	\$ \$	\$	\$	\$	\$	\$	\$
<u>CASHIERS/UTILITY:</u>													
TOTAL	\$		\$	\$	\$	\$	\$ \$	\$	\$	\$	\$	\$	\$
<u>MAINTENANCE:</u>													
TOTAL	\$		\$	\$	\$	\$	\$ \$	\$	\$	\$	\$	\$	\$
<u>METERS:</u>													
TOTAL	\$		\$	\$	\$	\$	\$ \$	\$	\$	\$	\$	\$	\$
HOURLY GRAND TOTALS	\$		\$	\$	\$	\$	\$ \$	\$	\$	\$	\$	\$	\$
% OF OVERTIME			%										

SAMPLE

[illegible]

Check Register

PAYROLL
PAYROLL TAXES
401K COMPANY MATCH
UNION DUES
EMPLOYEE BENEFITS
INSURANCE - EMPLOYEE HEALTH
EMPLOYEE INS. - DENTAL
INSURANCE CLAIMS LIABILITY
INSURANCE LIABILITY
INSURANCE AUTO, ETC.
INSURANCE ON STREET
INSURANCE WORKMANS COMP
INSURANCE - EMPLOYEE DISHONESTY BOND
EDUCATION ASSISTANCE
EMPLOYEE INCENTIVE
ATTENDANCE INCENTIVE
HQ-PAYROLL PROCESSING FEE
COMMISSIONS/BONUS
PAYROLL/INSURANCE EXPENSE SUBTOTAL
DATA PROCESSING
MANAGEMENT FEE
TOTAL
TOTAL EXPENSE GRAND TOTAL

SAMPLE

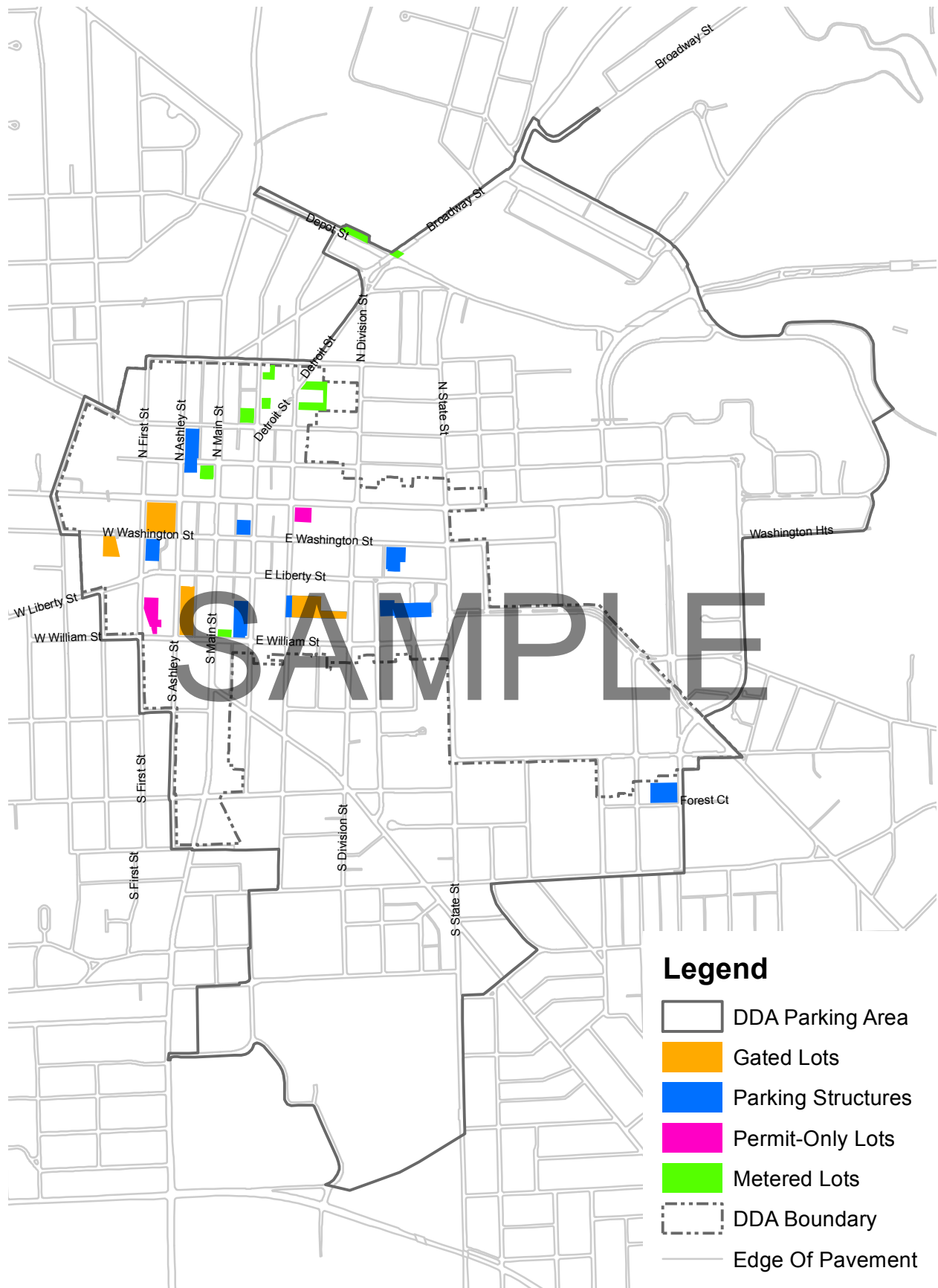
# FIRST & WASHINGTON

OCTOBER 2016

	Actual	MONTH Budget	Variance	YTD Amount	YTD Budget	YTD Variance
<b><u>Revenue</u></b>						
Transient						
Contract Billing						
Validation Billing						
Stamps Income						
Special Event						
Access Card Sales						
Other						
Over & Short						
<b>Total Revenue</b>						
ADD:Beginning A/R						
Contracts						
Validations						
<b>Total Beginning A/R</b>						
SUBTRACT:Ending A/R						
Contracts						
Validations						
Total Ending A/R						
<b>Total Net Revenue</b>						
<b><u>EXPENSES:</u></b>						
<b><u>Personnel Expenses</u></b>						
Payroll						
-Salary						
-Hourly						
Payroll Taxes						
Workers Comp						
Employee Health Care & Benefits						
<b>Total Personnel Expenses</b>						
<b><u>Operating Expenses</u></b>						
General Administration						
Office Supplies						
Tickets Printing						
Postage						
Auto, Gas, Oil						
Communications						
Material						
Data Processing						
Uniforms						
Liability Insurance						
Refunds						
Bad Debt						
RCS Equip						
Snow Removal						
Maintenance Contract						
Contract Work						
<b>Total Operating Expenses</b>						
Management Fee						
Incentive Fee						
<b>Grand Total Expenses</b>						
<b>Net Operating Surplus</b>						

SAMPLE

# Ann Arbor DDA Parking System Area



**SCHEDULE "E"**  
**System Data Access and Security Requirements**

All the direct and indirect costs of the labor, equipment, and other materials necessary for performing the functions as set forth in this document and in keeping with industry standards shall be included in the annual budgeting process.

**Data Ownership**

DDA shall retain all rights and access to the parking data generated from the Parking System. It is the intent of the DDA to continue to use the data after the contract is terminated. The Manager agrees that the DDA will own the data and must agree to provide data upon termination of the contract to the DDA in a readable electronic form agreed upon by both parties.

Manager shall be responsible for data retention and security compliance issues.

**Back-up Files**

The Manger will ensure all parking system data is backed up daily to ensure any data loss due to system or equipment failure or data breeches is minimal.

**Document Storage and Retrieval**

The Manger shall store all documents relating to operations for a minimum of five (5) years. Stored documents must be capable of being retrieved within 48 hours. Documents shall be stored in the Ann Arbor area.

Upon request Manager shall explain in detail the system they intend to use store documents, and how the system shall ensure that documents are retained in usable condition at all times and not misfiled or misplaced.

**PCI Certification**

Manager must be certified to meet payment card security requirements for Visa, MasterCard, American Express and Discover, including, but not limited to PCI DSS (Payment Card Industry Data Security Standards), PA DSS (Payment Application Data Security Standards) and PABP (Payment Application Best Practices) requirements and other requirements as they are adopted by Visa, MasterCard, American Express and Discover. Documentation must be provided to demonstrate PCI compliance.

**Security**

Security includes the protection of physical items such as records, files, communications networks, cash, checks and citations. Security shall also include guarding non-physical items such as the

confidentiality of data, prevention of abuse, and limiting access to only personnel with proper authorization.

The Manager shall fully cooperate with regular audits by DDA staff and implement internal audits that shall be performed to review control policies and procedures, both physical and non-physical security, and provide any sample testing that shall be provided to ensure security. The results of internal audits performed by the Manager shall be reported quarterly to the DDA.

Upon request Manager shall describe the physical and non-physical security measures that will be in place.

SAMPLE



Finance Department  
General Services Division

**REQUEST FOR PROPOSALS (RFP)  
Specification No. 16-11014-C  
FOR  
OFF-STREET PARKING FACILITY MANAGEMENT  
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms *to provide parking management and operational services at City-owned parking garage facilities*. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration. A **mandatory pre-proposal conference is planned for Wednesday, March 30, 2016 (see page 4 for details)**.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, April 19, 2016**. All responses must be in a sealed envelope and have **“OFF-STREET PARKING FACILITY MANAGEMENT”** and **Specification No. 16-11014-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original and six (6) copies of the proposal as follows:

**Mail or Hand Deliver To:**  
City of Berkeley  
Finance Department/General Services Division  
2180 Milvia Street, 3rd Floor  
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

**For questions** concerning the anticipated work, or scope of the project, please **contact Danette Perry, Parking Services Manager**, via email at [dperry@cityofberkeley.info](mailto:dperry@cityofberkeley.info) no later **Thursday, April 7, 2016**. It is the vendor's responsibility to check for answers to questions or any addenda on the City of Berkeley's website at <http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=7128&portalID=20>. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Dennis Dang  
General Services Manager

## **I. BACKGROUND /SUMMARY OF FACILITIES**

The City of Berkeley is a densely populated community with over 115,000 residents, and home to the University of California-Berkeley, Berkeley City College, and a cornucopia of notable restaurants, businesses, and theaters. The Transportation Element of the City's General Plan adopted in 2001 dictates Parking Management policy for the Downtown and Southside areas. As of 2015, the City of Berkeley's three parking structures are part of the permanent goBerkeley program, the City's demand-responsive parking management program that sets rates and time limits at on-street metered and city-owned off-street parking spaces in the Downtown, Southside and Elmwood neighborhoods. goBerkeley's practice is to manage the supply of public parking to discourage long-term all-day parking and increase the availability and visibility of short-term parking for local businesses. The operator of the three facilities will be an integral part of the goBerkeley program by ensuring parking availability, providing effective wayfinding and driver information, prioritizing short-term over long-term parkers, and providing excellent customer service.

### **A. GENERAL DESCRIPTION**

The City of Berkeley Public Works Parking Services Group intends to enter into an Agreement with a qualified Operator to provide parking management and operational services for the three primary City-owned off-street parking facilities, and stack parking services for a City owned surface lot location near the Downtown. Two garage facilities will be operational at the beginning of this contract, and the third garage will open by approximately August 2017. These three facilities contain a total of 1,249 spaces and are all located in the mainstream of commercial business districts in the Downtown area (2) and the south side Telegraph Channing area (1). The surface lot has 109 parking spaces and is controlled by pay stations. Stack Parking Services will be required until the 3<sup>rd</sup> facility is on-line in August 2017.

### **B. DESCRIPTION OF PARKING FACILITIES**

#### **Existing Parking Facilities**

The **Telegraph Channing Garage**, located at 2450 Durant Avenue in Berkeley, was built in 1969 and developed as a mixed-use facility. It is located one-half block west of Telegraph Avenue with entrances on both Channing Way and Durant Avenue. It is the only major public parking facility in the area. The garage is approximately 167,000 square feet and contains five levels of parking with 430 parking spaces. The ground floor contains a retail mall with 16 leased retail spaces. The retail mall is an important part of the Facility in that it shares elevators, access corridors, and two public bathrooms with the garage. Retail tenants are responsible for maintenance inside their leased space. The parking access revenue control system (PARCS) at Telegraph Channing Garage uses Ski-Data equipment with pay on foot stations located on the ground floor. Because of under-utilized parking supply under the goBerkeley program, the Telegraph Channing garage currently offers a "First Hour Free" promotion. Gross annual revenues are over \$1.2 million.

The **Oxford Parking Garage**, located at 2165 Kittredge is one block east of Shattuck Avenue between Kittredge Street and Allston Way in the downtown Berkeley area. It opened in March 2009 as an underground parking facility that has 99 parking spaces and serves movie theaters, restaurants, retail shops, and other businesses located nearby; as well as the University of California. Gross annual revenues are over \$500,000.

The **Berkeley Way Lot**, located on Berkeley Way between Shattuck Avenue and Milvia Street is just north of the downtown area. The self-park lot with 109 parking spaces, has an 8-hour time limit restriction and is controlled by pay and display pay stations. Stack parking adds approximately 20

additional vehicles to the inventory. The lot is open from 7am – 10pm daily. Stack parking services are required 8:00am – 6:30pm Monday- Friday.

### **Planned Parking Facilities**

#### **Center Street Garage – Opening August 2017**

The proposed Center Street Garage will replace the existing parking structure with an eight-level, 720-space parking garage facility that will include a ground floor (first floor) operation center, small retail spaces, public restrooms accessible from both Addison Street and Center Street, an art display area, and secure bicycle parking. The garage is proposed to have six entry/exit lanes and will initially be wired for 24 electric vehicle (EV) charging stations with the capability of expanding to a total of 57 EV charging stations. Photovoltaic (PV) solar panels will extend 10-feet above the rooftop parking surface over parking areas (approximately 50% of the rooftop area) with a structural frame designed to allow expansion to the maximum allowable rooftop coverage (approximately 70-80%).

The facility's 1,911 sq. ft. operation center will include Parking Operator offices, a break room, supply rooms, employee restroom and storage. The garage will also be designed to capture rainfall for the garage's irrigational use with a 7,500 gallon cistern and associated built-in infrastructure to contribute captured rainfall to an area wide solution when it has been defined and developed.

The garage is proposed as a "double helix" design with sloping concrete parking ramps extending along the central drive aisles between the Addison Street and Center Street entrances. The floor slabs would have level sections at the north and south ends of the structure where the elevators and stairways are located.

Of the 720 parking spaces proposed, the garage would include 627 standard parking spaces 44 compact spaces, an initial 24 EV charging spaces (4 each on levels 2-7) with built-in infrastructure for expansion to a total of 57 EV charging stations and 33 Clean Air/Vanpool/Electric Vehicle (CAV) spaces. A total of 16 accessible parking spaces are provided on the north and south sides of the second level with direct access to the elevators via protected walkway outside the drive aisles.

Technology that provides dynamic signage and real time information on parking space availability and location will be incorporated in the garage. Larger multiple fixture public restrooms will be provided in the Addison Street lobby near the elevators and smaller (two fixture) public restrooms near the Center Street entrance.

The project will strive to attain a Green Garage Gold level certification, but must achieve at least Silver level. In addition, the project will strive to be zero net energy. Specifically, it will include on-site energy production that generates as much energy as the building consumes on an annual basis for building operations such as lighting, elevator, air conditioning in the office area, and entry/exit gates.

#### **Other uses & features**

**Bike Station:** On the Center Street frontage, the garage would house the new location for the Downtown Berkeley Bike Station. The Bike Station is managed by Bike Station personnel and will occupy a total of 3,855 sq. ft. offering secure valet bicycle parking for approximately 328 bicycles. The Bike Station makes available for sale bicycle maintenance and repair services, retail sales of biking accessories, bicycle rentals and coffee. In addition, at this new location the Bike Station will oversee a secure bicycle self-parking area (592 sq. ft.) with parking for approximately 56 bicycles. This self-park area will be accessible only to BikeLink pass holders 24 hours per day.

**Micro-retail & Art Gallery:** A small (568 sq. ft.) retail space intended for a quick service restaurant would be located at street level on Addison Street. Next to the micro-retail space will be a three sided art display area (285 sq. ft.) which will be visible from the Addison Street sidewalk and from the lobby/corridor areas within the garage. The art display area will be managed by the Civic Arts

Commission. This art display area provides opportunity to the Commission to exhibit a whole array of art mediums.

### C. PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference has been scheduled for:

**Wednesday, March 30, 2016 at 1:00 pm**  
**City of Berkeley**  
**City Hall**  
**2180 Milvia, Cypress Room 1st Floor**  
**Berkeley, CA 94702**

The purpose of this conference is to review the RFP, respond to questions, and discuss the Parking Operations. **ALL RESPONDANTS MUST HAVE ATTENDED THIS CONFERENCE.** Failure of bidder to attend this conference **will** result in rejection of bidder's proposal response. It is strongly advised that all prospective operators familiarize themselves with the City of Berkeley and its facilities prior to the pre-proposal conference.

**Responding bidders are urged to tour the facilities** prior to submitting a proposal **and to walk the neighborhoods** to understand the importance of these parking facilities to the commercial and institutional areas.

### D. SUMMARY OF CHATACTERISTICS OF PARKING FACILITIES

Feature	Telegraph Channing Garage	Center Street Garage	Oxford Garage
Type	Above-Grade Garage	Above-Grade Garage	Underground Garage
Number of Spaces	430	720	99
Number of Levels	6	8	1
Square Footage	167,000	170,000	46,046
Validations Accepted	Yes	Yes	Yes
Restrooms	4	4	1
Office	1	1	1
Number of Auto Entry Points	2	4	1
Number of Elevators	2	4	2
Number of Stairwells	2	2	2
Gates	3	6	2
Ticket Dispensers (auto entry)	1	4	1
Ticket Readers (auto exit)	2	4	1
Pay Stations (on foot)	2	6	2
Computer Servers	1	3	1
Proximity Readers	3	6	2

### E. HOURS OF OPERATION

**Telegraph Channing Garage** hours\* of operation are as follows (except on certain business holidays):

Monday through Thursday from 7:00 am to 1:00 am

Friday and Saturday from 7:00 am to 2:00 am

Sunday from 8:00 a.m. to 10:00 pm

\*Approximately six days per year, when requested in advance by the City, the Telegraph Channing Garage will remain open up to four additional hours.

The **Center Street Garage** hours of operation are as follows (except on certain business holidays):

Monday through Friday 5:15 am to 12:00 am

Saturday from 8:00 am to 12:00 am

Sunday from 12:00 pm to 12:00 am

The **Oxford Garage** hours of operation are as follows (except on certain business holidays):

Monday through Sunday 8:00 am to 12:00 am

## **F. HOLIDAYS**

For the purpose of this proposal, business holidays are as follows:

New Year's Day (January 1)

Thanksgiving Day (the fourth Thursday in November)

Christmas Day (December 25)

## **II. SCOPE OF SERVICES: Refer to EXHIBIT J: SAMPLE SCOPE OF SERVICES FOR DETAILS (pg. 37)**

### **A. Contract Term**

The term of the Operating Agreement shall be for a period of five (5) years with two (2) consecutive one-year options to extend the Operating Agreement exercisable at the City's sole discretion.

### **B. Location of Services**

The City of Berkeley Public Works Parking Services Group intends to enter into an Agreement with a qualified Operator to provide parking management and operational services for the three primary City-owned off-street parking facilities. These three facilities will contain a total of 1,249 spaces and are all located in the mainstream of commercial business districts in the Downtown area (2) and the south side Telegraph Channing area (1). The City may include additional off-street parking sites, reduce and/or eliminate current sites at its discretion.

### **C. Critical Dates**

The Agreement's expected commencement date will be August 1, 2016.

The operator must complete all items in the Transition Period Plan (Section 1) for Telegraph Channing and Oxford Garages by 12:01am, August 8, 2016, and for the new Center Street Garage by its opening date, currently estimated for August 1, 2017.

Because of the planned re-opening of the Center Street Garage, the City of Berkeley reserves the right to a trial period from the commencement date of this contract until 6 months following the opening of the Center Street Garage. This trial period will end on approximately January 31, 2018. Should the selected operator fail to perform according to the City's expectations as set forth in the Agreement, the City reserves the right to award the contract to the next highest ranked Proposer.

### **D. Facility Operations**

The successful Proposer shall provide all parking management services necessary to manage and maintain day-to-day operations of the City-owned parking facilities as to maximize revenues, while providing the highest standard of professional, courteous, and efficient services based on proven and effective operation and management practices in the parking industry, and consistent with the City's parking management

policies. **Exhibit J - Sample Scope of Services** contains a detailed description of the responsibilities of the Operator and other applicable terms and conditions.

### **1. Operator Responsibilities**

Examples of some Operator responsibilities include hiring, training, and supervision of parking personnel, contracting security, and janitorial services to maintain City parking facilities in a safe comfortable manner; enter into maintenance contracts and/or hiring firms to repair Garage equipment and premises as needed (see **Exhibit O pg. 87**).

Specific responsibilities include, but are not limited to:

#### ***Management and Personnel***

- **Onsite Manager:** Operator shall assign a full-time, on-site manager who is highly qualified and experienced to supervise the operation effectively and ensure business is conducted in an efficient, competent, expeditious, and courteous manner. This person shall have and maintain certification as a parking professional from an accredited organization such as the National Parking Association (NPA), or the International Parking Institute (IPI). The on-site manager must fully understand the functions of operating parking facilities, be knowledgeable about reporting software and be able to supply accounting and statistical data required of the operation. The on-site manager shall be available during normal operating hours as established by the City. The manager must be exclusively assigned only to City of Berkeley parking facility locations during this contract.
- **Onsite Assistant Manager:** Operator shall assign a full-time, on-site assistant manager who is highly qualified and experienced to supervise the operation effectively and ensure business is conducted in an efficient, competent, expeditious, and courteous manner. This person shall fully understand the functions of operating parking facilities, be knowledgeable about reporting software and be able to supply accounting and statistical data required of the operation. The on-site assistant manager shall be available during evening/weekend operating hours as established by the City. The onsite assistant manager must be exclusively assigned only to City of Berkeley parking facility locations during this contract.
- **Continuity of Key Personnel:** The bidder shall be required to identify and contractually assign specific personnel through the successful implementation and completion of the contract. Any changes in onsite personnel from those proposed requires prior written approval of the City of Berkeley. An on-site manager must complete a minimum of two years working at City of Berkeley parking facilities prior to transferr to another Operator managed non-City of Berkeley facility. Notwithstanding, the City reserves the right to force a change in the any of the Operator's assigned personnel, if, in the City's sole judgment, assigned personnel are not satisfying contractual requirements.
- **Traffic Control:** Operator shall provide traffic control (to/from Parking Facilities), regulate, and supervise the parking of vehicles within the Parking Facilities.

#### ***Revenue Control***

The selected Operator will be required to fulfill the obligations set forth in the Sample Scope of Services (**Exhibit J**) with respect to charging, collecting and depositing all parking charges collected during operation of the Facilities.

- **Merchant ID and Taxpayers ID Accounts:** Operator will hold account of record for Merchant ID's and be fully responsible for Payment Card (PCI) compliance. Operator will be owner of the Garage's Merchant ID's (MID's) and Tax ID (TID's) accounts, and

responsible for setting up and Maintaining 3<sup>rd</sup> Party vendor agreements with Credit Card Processing companies for Processing City of Berkeley Credit Card transactions. All deposits will be deposited into the City's owned banking accounts.

- **Revenue Control:** Operator shall be fully responsible for collection of all fees, operation and maintenance of automatic ticket dispensing machines, accounting for all revenue collected during normal operating hours or after-hours according to revenue collection procedures mutually agreed to by the Operator and the City. Operator shall collect revenue from members of the general public. The operator shall collect and process all cash, check and electronic (credit and debit card) payments, including all transient parking fees, monthly parking fees, and validation revenues due from the users of the Facilities. Operator may deduct credit-card fees from Gross Revenue. Operator shall, via electronic transfer, deposit all credit and debit cards end of the day settlements to the City's contracted financial institution within one (1) business day after close of each shift.
- **PCI- Compliance:** Operator shall be responsible for the security of customer information to the most recent Payment Card Industry Data Security Standard (PCI-DSS) as updated by the Payment Card Industry Security Standard Council. **(See Exhibit J -Section 318 –H pg. 63)**
- **Records:** Operator shall maintain records, books and accounting systems, in the form approved by the City, of transactions related with all business operations. Operator shall provide to the City an accurate statement or report of daily transactions, including credit card fees, and other reports in such form and cycle required by the City.
- **Audit Control:** Operator shall conduct on an unannounced basis, an annual comprehensive audit of its cashiers and fee computer receipts and shall report findings to the City. Operator shall conduct monthly card key reconciliation and provide City with summary report. The City will reserve the right to request at Operator's expense, an audited financial statement at any time and to audit all financial statements and examine all books, records, documents, and other data related to operation of the Parking Facilities.

### ***Facility and Equipment Maintenance***

- **Cleaning of Facilities:** Operator shall be required to maintain the Parking Facilities in a clean, hygienic, and attractive condition by adhering to the Maintenance Checklist (see **Exhibit M pg. 76**). The Maintenance Checklist includes daily routine cleaning of all premises related to the operation including: stairwells, pedestrian walkways, restrooms (hourly checks), common areas, elevators and elevator lobbies, retail mall areas, entry ways, sidewalk locations adjacent to garage facilities, and emptying of trash receptacles, as well as power sweep (electric equipment), steam clean of facilities and degrease of driveways, stairwells, and other designated pedestrian walkways at least twice per year.
- **Routine Maintenance, Sweeping and Facility Repairs:** Operator agrees to maintain the Parking Facilities by providing periodic routine maintenance and repairs in order to keep the Garage equipment operating in a safe and efficient manner. Some maintenance includes but is not limited to collecting trash within and surrounding the Parking Facilities, cleaning light fixtures, replacing light bulbs, cleaning facility storage rooms, bio-swell areas, and the Parking Operator's office areas, as well as power sweep (electric equipment), steam clean facilities and degrease driveways, stairwells, and other designated pedestrian walkways at least twice per year **(see Exhibit J -Section 308 pg. 50)**. Operator shall be responsible for the pay and cost of all routine maintenance, and facility repairs as noted in **(Exhibit M) Maintenance Standards and Form of Schedule**.

- **Maintenance of PARCS Equipment:** Operator shall be required to enter into a service contract with a City approved maintenance company to provide supplies and perform equipment service repairs as needed and coordinate scheduled preventative maintenance service with the vendor on a quarterly basis. Operator shall provide the City with a monthly report of preventative maintenance services performed and software upgrades in all facilities and documentation of maintenance/repairs (if requested).
- **Operator-owned Equipment/Furniture:** Operator shall be responsible for providing furnishings and equipment required by Operator for performance of its management and supervision services for the operation of the Parking Facilities. Such equipment includes, but is not limited to maintenance and cleaning equipment, tools, office and accounting equipment, office supplies, office furnishings, and vehicles.
- **Operation and Maintenance of Parking Access Revenue Control System (PARCS):** Operator shall be responsible for all aspects of the operation of the City's current PARCS at the commencement date of the contract, including fully-operational hardware and software, as well as internet/data communications, with 99.99% uptime. The City's current PARCS uses Ski-Data equipment (see **Exhibit N pg. 86** for Ski-Data Inventory). If selected, Operator must complete 40-hour training with Sentry Control Systems Inc. on operation of the Berkeley PARCS equipment prior to the Contract commencement date.

#### ***Parking Occupancy/Payment/Duration Data and Transfer***

- **Parking Occupancy/Payment/Duration Data Collection:** The Operator will work with the City's PARCS to collect, store and update a database containing all parking transactions. Each transaction record shall contain, at the very least, transaction ID, transaction date, transaction entry time, transaction exit time, payment type and rate type. Operator is responsible for customizing an exportable .csv or .xml file of transactions, by given date range, to the specifications of the City.
- **Parking Occupancy/Payment/Duration Data Transfer:** The Operator will store parking occupancy/payment/duration transaction files for the duration of the Agreement. In addition, the Operator will provide the means and be responsible for costs associated with the hourly or daily transfer ("push") of the exportable .csv or .xml files to the destinations designated by the City.
- **Parking Occupancy/Payment/Duration Data Coordination:** The Operator will be responsible for coordinating with the City's designated system integrators and/or government agencies (including City of Berkeley) who wish to display parking availability data. The Operator will be responsible for providing parking availability data to the system integrator and/or government agency to the specifications listed by the system integrator/government agency.

#### ***Customer Service***

**Customer Service:** The Operator shall, as a matter of high priority and at all times, assure that the highest levels of service quality are provided in all areas of operation, including, but not limited to, customer service, security, accounting and custodial work. Operator shall handle daily customer service issues with respect to, but not limited to, parking operation questions, requests for monthly parking, facility parking enforcement questions, area directions, distribution of marketing/promotional materials (with approval of City).

**Facility Operation:** Operator shall operate the Facilities as public self-parking facilities for the benefit and convenience of the public. The public will have the right to use the facilities at all times listed in **HOURS OF OPERATION** and at the rates and charges established by the City.

### ***Transition Period***

**Garage Management Transition:** Operator shall participate in and will be compensated for any necessary transition period services in which the former contract operator for the Parking Facilities will turn over the operations of the Parking Facilities to the new Operator. During this transition period the new Operator shall:

Hire and train new staff if required.

- Notify the current monthly customers (if any) of the operator change if requested.
- Transfer existing and/or establish new vendor service contracts.
- Transfer utility service accounts.
- Receive all keys.
- Create an inventory of all Parking Facilities' equipment, personal property and supplies and any other item(s) requiring a transition to the Operator.

City reserves the right to modify, add and/or remove certain tasks and activities prior to Contract execution; or through equitable amendment to the Contract, after Contract execution.

### ***Additional As-Needed Services***

- **Event Parking Planning and Coordination:** Upon the City's request, the Operator will manage parking for special events such as festivals, sporting events and cultural events. For each event, the Operator will prepare a proposal, including additional personnel and/or traffic control, to provide customer service and safe/efficient operation. At the City's approval, the operator will implement the approved plan during that event.
- **Stack Parking Services:** The City will require that the Operator provide stack parking services during the Center Street construction Re-Build Project, and may also request services post-construction during the term of the agreement. At the commencement of this Contract, as a mitigation condition for Center Street Garage Rebuild Construction Project, stack parking will be provided at a surface lot, the Berkeley Way lot, and at the Oxford Garage during the hours of 8:00 am – 6:00 pm through August 2017.
- **Parking Valet Services:** Upon the City's request, the Operator will provide valet parking services during the term of the agreement. For each instance of valet services, the Operator will prepare a proposal for valet parking rates, additional personnel or supervision, marketing and pick-up/drop off zones and management, to provide customer service and safe/efficient operation and all other items necessary to operate a high quality valet service at City facilities where it is feasible, where demand necessitates and where the City approves.

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Bidders should review the pertinent sections and exhibits in the Sample Scope of Services (**Exhibit J**) and may suggest a modified Scope of Services as part of their submittal.

## **2. Adding Parking Facilities**

The City shall have the right, during the term of the Agreement resulting from this RFP, to request that the Operator add additional parking facilities to those under management by the Operator. Any such additional parking facility shall be managed in the manner described in this RFP and the management Agreement. The City will add the Center Street Garage facility to full operation by approximately August 2017, details of which are provided in Sections B and D. In the event that the City desires to add other parking facilities, it shall send a written notice of intent to the Operator.

### 3. Deleting Parking Facilities

The City shall have the right during the term of the Agreement resulting from this RFP to either temporarily or permanently remove any or all Facilities from the Operator's inventory. In the event that a Facility or Facilities is removed from service and is not being used for public parking (for example, a Facility closed for renovation), or due to a major operational change, the monthly Management Fee will be reduced commensurate to the reduction in service up to full elimination.

### 4. Parking Rate Information

The City has the sole authority to set and to change parking rates for the parking facilities. Upon approval of any new parking rates, the Operator will be responsible for changing all rate signage based on City standards for signage, making software updates, and charging each patron the appropriate parking fees by the "pre-determined date". From time to time, the City may request the Operator to conduct a parking rate survey and to make recommendations to the City on proposed rate adjustments.

## III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

### Proposals must include:

#### 1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

#### 2. Client References:

Provide a **minimum of three (3)** references preferably other California Cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and email address (if available). Include the nature of the relationship to the Proposer.

The references provided are expected to be knowledgeable about the Proposer's experience, skills and ability to operate and manage parking facilities comparable to the facilities owned by the City of Berkeley as described in this RFP, and should be able to confirm the specific examples that the Proposer's provided in the written proposal regarding its Management Approach/Operational Plan, Maintenance Plan, and Transition Plan. The same questions shall be asked of the three references provided by the Proposers.

Additionally, the Proposer must provide two (2) references for its proposed facility manager, assistant manager and subcontractors. These references should be able to provide performance related information about proposed Facility Managers and subcontractors that illustrates their ability to perform the work required.

#### 3. Contract Terminations:

**If your organization has had a contract terminated in the last five (5) years, describe such incident.** Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

4. Price Proposal:

The proposal shall include pricing for all services in the format shown in **Exhibit Q: Cost Price Proposal Template pg. 94**. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet.

The Proposal shall indicate three separate price categories:

1. The **monthly management fee**, as based upon the enclosed Sample Scope of Services (**Exhibit J**) that includes pricing for all services. The Management Fee should be stated as a monthly flat fee. The City uses San Francisco Bay Area All Consumer CIP indexing. Not to exceed 3% annually.
    - a) The **monthly management fee** shall be stated for:
      - i. **First 12 months** (Telegraph Channing Garage and Oxford Garage, Berkeley Way lot, only)
      - ii. **Months 13 – 23** (Telegraph Channing, Oxford AND Center Street Garage)
      - iii. **Months 24 – 60** (Three Garages plus CIP indexing)
    - b) Fee increase for Months ii) Months 13 – 23 must be based on unit costs for services as described for operation of Telegraph Channing and Oxford garage.
  2. **One-time costs** associated with the full operation of Center Street Garage
  3. Additional As-Needed Services:  
For these "As-Needed Services", the City requests that the Operator provide fully loaded hourly rates (including any overhead, benefits and other charges) for personnel that may be required. Hourly rates will also be allowed to increase using the San Francisco Bay Area All Consumer CIP index, not to exceed 3% annually.
    - a) **Event Parking Planning and Coordination**
    - b) **Parking Valet Services**
5. Letter of Introduction and Executive Summary – 2 pages maximum (Required, but not scored)

Proposals must include a Letter of Introduction describing the Proposer, how long it has been in business, its ownership structure, including the name(s) of owner(s), and its ability to provide the services in the RFP. The summary must be signed by and contain the name, address and phone number of the person(s) authorized by the Proposer to obligate the Proposer to perform the commitments contained in the Proposal, and to communicate with the City of Berkeley in connection with this RFP.

6. Minimum Qualifications

To be considered for award, the Proposer must meet or exceed each of the following Minimum Qualifications. A Proposer that does not meet all of the "Minimum Qualifications" will not be considered. The City may, however, waive any inconsistencies or deficiencies which the City deems, in its sole discretion, to be minor or technical. The Proposer must complete and submit the Minimum Qualification Questionnaire form (**Exhibit I**).

**A. Qualifications and Experience (Exhibit I) (Required – Not Scored)**

- a) The Proposer must currently manage for a client(s) at least three (3) parking facilities, with a minimum of 200 spaces at each location. The Proposer must be the Merchant on record for the Merchant Identification (MID) and Taxpayer Identification (TID) for at least one (1) of the locations provided (identify which location(s)).
  - b) The Proposer must currently be managing at least three (3) parking facilities, with a minimum of 200 spaces at each location, one (1) of which must be a multi-level structure with a minimum of 300 spaces. The qualifying facilities must have been under the Proposer's management for a continuous period of three years prior to the date of this RFP. The portfolio must include both monthly and transient parkers;
- and
- c) The Proposer must have a minimum of three (3) years of continuous, first-hand experience in the operation and management of parking facilities with:
    - i. Combined annual revenues of at least \$2,000,000 from all parking facilities under its management; and
    - ii. Combined Annual Operating Budgets of at least \$1,000,000;
- and
- d) During said three-year period, the Proposer must have had:
    - i. Experience in the use of automated garages with pay stations, automated parking access, garage guidance systems, garage camera security systems and revenue control equipment, and software, including such functions as revenue information retrieval, preparation of advanced spreadsheet and report writing, etc.;
    - ii. Experience with additional software including, but not limited to, Microsoft's Excel, Word, and PowerPoint, and other financial reporting software;
    - iii. Experience in managing at least seven (7) full-time operations employees at parking facilities that were staffed and open to the public a minimum of twelve (12) hours per day.

**B. Financial Stability (Required, but not scored)**

- a) Proposer must submit a statement from a financial institution verifying the Proposer's ability to provide or obtain a minimum of One Million Dollars (\$1,000,000) either in liquid assets, an irrevocable letter of credit, a line of credit or a qualified loan commitment;
- and
- b) Demonstrate ability (a working capital ratio) to cover operating expenses for a 2-month period. The working capital ratio will be adjusted based on actual operating expenses. This financial requirement assures the City that the Proposer, if selected, is credit-worthy.

1. General Qualifications -Written Proposal

**A. Experience and Qualifications of the Operator – (up to 10 points)**

*8 pages maximum*

- a. Consideration will be given to Operators demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Proposers should convey their experience in managing off-street municipal/public

parking facilities and systems comparable to the City-owned facilities, described in this RFP and in Exhibit J -Sample Scope of Services, Section 102, within the past three (3) years, including any public agency contracts. Similar experience will include providing similar services to major public sector parking operations. Experience in the Western US region is preferred. This section should also include detailed information regarding similar contracts successfully managed by the Operator including contract performance, the reliability of services, and public interaction.

- b. The Proposer must describe its experience with the use of automated pay stations, automated parking access, parking guidance systems and revenue control equipment and software, including information retrieval, creating revenue reports and advanced spreadsheets, and organization software, including, but not limited to, Microsoft Excel, other financial reporting software, and any experience with internet reservations, cell phone reservations, variable pricing options including Special Event Pricing, Market Based Pricing to maintain target occupancy levels, and management of Green Garage infrastructure.
- c. This section should include an organizational chart and a breakdown of the numbers and categories of key personnel and sub-consultants expected to provide the level of service required to support this RFP project. A brief résumé must be included for the proposed Facility Manager that demonstrates experience managing operations of parking facilities (include number of years) and experience with automated revenue control equipment. Proposers should include a description of how the Facility Manager can enhance services at the Parking Facilities.

**B. Management Approach/Operational Plan – (up to 30 points)**

*15 pages maximum*

- a. Proposal responses will be evaluated on the comprehensiveness and quality of the approach of the Operator to undertake the services outlined herein, including the proposed operating plan, transition plan, parking system enhancements, and strategies to improve the delivery of parking services, reduce operating costs and increase revenues. The project approach shall be sufficiently detailed to convey the Operator's understanding of the requirements, staffing levels, organizational structure, and obligations for the successful implementation and operation of this project. Although the City's interest is to minimize costs, merely speculative statements of lower costs will be disregarded if the basis for the lower cost is not clearly indicated and justified. Proposals will also be evaluated for clarity/accuracy of the information requested. Proposer shall explain how they will provide adequate coverage despite absenteeism, vacations, leaves or turnover of employees, as well as additional staffing needs for special events and circumstances (like the City's theater seasons, the Garage Re-Build Mitigation parking assists).
- b. The City must have one (1) dedicated on-site Facility Manager. The Proposer shall describe how the Proposer will schedule the Facility Manager and additional supervisors to provide adequate management oversight during all days/hours of operation for all Parking Facilities. The Operator's on-site management team will be required to be exclusively assigned only to City of Berkeley parking facility locations during the contract period. The Proposer must describe how it will support its Facility Manager and assure the successful management of the parking facilities and implementation of its proposal. The Proposer must describe the authority the Facility Manager will have as to vendor selection, shift scheduling, employee disciplinary actions, marketing, budgets, and operational changes, compiling and safe keeping of records.

**C. Maintenance Plan – (up to 25 points)**

*6 pages maximum*

- a) The Proposer must provide a general Maintenance Plan that describes how the Proposer will monitor, inspect, maintain, and clean the Parking Facilities, based on the following:
  - City's Maintenance Standards and Form of Maintenance Schedule -**Exhibit M**
  - Section 309 in the Sample Scope of Services **Exhibit J**
  - **Exhibit M-1** City's Green Garage Policy

In addition to its other maintenance duties, the Operator will be responsible for scheduling special cleaning when necessary and for overseeing and giving appropriate instruction to any janitorial service companies. **Note:** Any potential partner or subcontractor must be identified in the RFP. Changes in partners or subcontractors may only be made after receiving written approval from the City.

- b) The Proposer must describe two (2) facility maintenance projects that it implemented at other parking facilities that noticeably improved the facility condition, including the resulting cost savings and the Proposer's role throughout the process. The Proposer should also explain who initiated the project or recommendation. The two (2) examples described by the Proposer will be subject to verification through the reference check process.

**D. Transition Plan – (up to 30 points)**

*10 pages maximum*

The Proposer shall be responsible for the project management and all aspects of the two (2) parking garages at the commencement of the contract, and an additional parking garage by August/September 2017. The transition of the third garage (Center Street Garage) will include relocation of the Operator Office and PARCS main hub from the existing location (Telegraph Channing Garage).

- a) The Proposer's Transition Plan shall list all services being provided, including mitigation parking (stack parking) during Center Street Garage (off-line) construction project.
- b) Include Project Management Plan for oversight of PARCS Hub relocation, purchase acquisition and installation of the new PARCs equipment at the Center Street Garage.
- c) The Transition Plan will list key personnel involved with the transition and their responsibilities by beginning and end dates. The Transition Plan must allow existing personnel the opportunity to apply for, be fairly considered, for employment at the City's garages under the Agreement.

**E. Overall Organization and Clarity of Proposal (Up to 5 Points)**

Responsive proposals will be evaluated on the Proposer's understanding of the scope of work and tasks to be performed, as well as the completeness of the Proposal, and the creativity of ideas included in the Proposal.

**All facilities must remain fully operational during the contract commencement transition period. The facilities must close for a minimum time period that is pre-approved by the City during the Center Street Garage re-opening Transition. Plan**

7. Non-Responsive Proposals

The City will **not** accept a proposal if any of the following occurs:

- a) Any necessary proposal document is incomplete, misleading or missing;
- b) Any RFP forms are left blank, incomplete, or changed in any substantive way;
- c) The Proposer does not meet the minimum qualifications set forth in **Section III 6. A.** and/or failed to submit the information required by **Section III 6. B.** of this RFP;
- d) The Proposer does not provide additional/clarification information as requested by the City by the specified date.

**IV. SELECTION CRITERIA**

The following criteria will be considered, although not exclusively, in determining which firm is hired. Criteria to be used in the selection of the best Proposal for the City of Berkeley are listed below. The City of Berkeley shall be the sole judge as to which Proposal best meets its needs. The City of Berkeley reserves the right to contract for any desired service or equipment whether in whole or in part.

1. Written Proposal (100 points)
2. Costs (50 points)

CRITERIA	MAXIMUM POINTS
<b>1. Written Proposal</b>	<b>100</b>
a. Qualifications and Experience	10
b. Management Approach: Staffing Operational Plan	30
c. Maintenance Plan – Routine, Cosmetic, Preventative	25
d. Transition Plan	30
e. Overall organization and clarity of proposal	5
<b>2. Costs</b>	<b>50</b>
a. Monthly Management Fee	35
b. One-time Center Street Garage Fee	10
c. As-Needed Services	5
<b>TOTAL</b>	<b>150</b>

A Selection Panel will be convened of qualified persons as determined by the Public Works Department. The Panel will review and score all responsive Proposals (see Section III - 8).

**Costs**

- a. Monthly Management Fee - (Up to 35 Points)**

Garage Operation Costs Proposal Staffing & Consumables. Lowest responsive bid receives 35 points. Other bids score rankings are based on percentage of lowest bid.

**b. One time Center Street Garage Costs - (Up to 10 Points)**

One-time costs related to bringing the new Center Street Garage to full operation. Lowest responsive bid receives 10 points. Other bids score rankings are based on percentage of lowest bid.

**c. Additional As-Needed Services Costs – (Up to 5 Points)**

Per event costs of Special Event and Parking Valet Services. Lowest responsive bid receives 5 points. Other bids score rankings are based on percentage of lowest bid.

**Reference Checks (Required, by not scored)**

- a. **Reference Checks** - The Proposer must be able to provide three verifiable references. The references should be able to provide performance related information about the Proposer's Operations Team, and be knowledgeable about the Proposer's experience, skills and abilities to operate and manage parking facilities comparable to the facilities administered by the City of Berkeley described in this RFP, and should be able to confirm the specific examples that the Proposer's provided in the written proposal regarding its Management Approach/Operational Plan, Maintenance Plan, and Transition Plan.
- b. Additionally, references should be able to provide performance related information on the proposed Facility Managers, and subcontractors that illustrates their ability to perform the work required. The same questions shall be asked of the three references provided by the Proposers.

**A. GENERAL DESCRIPTION OF PROPOSED AGREEMENT**

Upon conclusion of the RFP process, the City shall select a proposer to enter into an Operating Agreement to perform all or part of the Scope of Services. The Operating Agreement shall require the proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations.

This RFP is not intended to be completely definitive of the proposed contractual relationship, the specific terms and conditions will be negotiated following the selection process with consideration to the information provided in response to this solicitation.

**B. AWARD/SELECTION PROCESS**

All responsive proposals will be evaluated by a Selection Committee of qualified persons as determined by the Public Works Department. The proposers which are determined by the Selection Committee to best meet the City's requirements will be invited to meet with the Committee for further evaluation and final selection. The Committee will rank (by consensus) the participants interviewed in descending order of preference. When the selection process has been completed, all participants will be advised of the number one selection; no other information will be released. If for any reason, an agreement cannot be reached with the Committee's recommended operator, the next highest ranked operator will be given consideration for award of the contract. The final selection of Operator will be the sole judgment and discretion of the City.

**C. PRESENTATION**

The City may invite one (1) or more proposers, ranked highest among the written submissions, to make an oral presentation to the Selection Panel. Finalists will be required to submit specific financial information from a Dun & Bradstreet Report. Presentations shall be limited to a maximum of one (1) hour per proposer.

Proposers and their subcontractors shall be required to appear before the Selection Panel for an oral interview and presentation of the Proposal and detailed discussion of the various elements of their Proposal. The proposed on-site Facility Managers must be present during the presentations and discussions at the oral interview as the success of facility operations is contingent on the experience and skills of the Facility Manager. Questions from the Selection Panel may be directed to a specific member of the Proposer's team. The Proposer's Operations Team will be required to participate in the presentation and oral interview.

Presentations have been tentatively scheduled for the week of April 18, 2016. Actual dates and times shall be scheduled with the short listed firms via email and telephone.

Presentations will be held at:

City of Berkeley  
Transportation Division  
1947 Center Street 4<sup>th</sup> Floor  
Berkeley, CA 94704

Final selection will be made on the basis of the evaluation of all criteria listed and not only on the basis of cost. Qualifications will be determined from the information furnished by the proposer as well as from other sources determined to be appropriate by the City. The award will not be made until an appropriate investigation of the proposer's experience, qualifications, and current financial status has been completed. By submitting a proposal, each proposer authorizes the City to make such an investigation.

## **V. PAYMENT**

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley  
Accounts Payable  
PO Box 700  
Berkeley, CA 94701  
Attn: Danette Perry/Public Works Department

Payments: The City will make payment to the vendor within 30- days of receipt of a correct and complete invoice.

## **VI. CITY REQUIREMENTS**

### **A. Non-Discrimination Requirements:**

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

**B. Nuclear Free Berkeley Disclosure Form:**

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

**C. Oppressive States:**

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

**D. Conflict of Interest:**

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

**E. Berkeley Living Wage Ordinance:**

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$14.04 (if medical benefits are provided) or \$16.37 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

**F. Berkeley Equal Benefits Ordinance:**

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

**G. Statement of Economic Interest:**

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

**VII. OTHER REQUIREMENTS**

**A. Insurance**

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$3,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$3,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

**B. Worker's Compensation Insurance:**

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

**C. Business License**

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. The infirm, warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections 9.04.290, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

**D. Recycled Paper**

**All reports to the City shall be on recycled paper that contains at least 50% recycled product** when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be *printed on both sides of the page* whenever practical.

**E. State Prevailing Wage:**

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: [http://www.dir.ca.gov/OPRL/statistics\\_and\\_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

**VIII. SCHEDULE (dates are subject to change)**

<input type="checkbox"/> Issue RFP to Potential Bidders:	Monday, March 21, 2016
<input type="checkbox"/> Pre-Proposal Conference (mandatory to bid)	Wednesday, March 30, 2016
<input type="checkbox"/> Proposals Due from Potential Bidders	Tuesday, April 19, 2016
<input type="checkbox"/> Complete Selection Process	Tuesday, May 10, 2016
<input type="checkbox"/> Council Approval of Contract (over \$50k)	Tuesday, June 14, 2016
<input type="checkbox"/> Award of Contract	Wednesday, June 15, 2016
<input type="checkbox"/> Sign and Process Contract	July 2016
<input type="checkbox"/> Notice to Proceed	Monday, August 1 2016
<input type="checkbox"/> Commencement of Parking Operations	Monday, August 8, 2016
<input type="checkbox"/> PARCS Installation/Completed; Operational	Monday, July 31, 2017

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments & Exhibits:

- |                                                            |              |
|------------------------------------------------------------|--------------|
| • Check List of Required items for Submittal               | Attachment A |
| • Non-Discrimination/Workforce Composition Form            | Attachment B |
| • Nuclear Free Disclosure Form                             | Attachment C |
| • Oppressive States Form                                   | Attachment D |
| • Living Wage Form                                         | Attachment E |
| • Equal Benefits Certification of Compliance               | Attachment F |
| • Right to Audit Form                                      | Attachment G |
| • Insurance Endorsement                                    | Attachment H |
| • Minimum Qualifications Form                              | Exhibit I    |
| • Sample-SCOPE OF SERVICES                                 | Exhibit J    |
| • Parking Facility Rates/Hours of Operation                | Exhibit K    |
| • Project Management Scope of Work Summary                 | Exhibit L    |
| • Maintenance Standards and Form of Schedule               | Exhibit M    |
| • Sample -Green Cleaning Policy                            | Exhibit M-1  |
| • Current Parking Revenue Control System (PARCS) Inventory | Exhibit N    |
| • New PARCS Equipment Specifications                       | Exhibit O    |
| • PARCS Specified Program Testing                          | Exhibit P    |
| • Compensation Cost Proposal                               | Exhibit Q    |
| • Center Street Garage Facility Management Requirements    | Exhibit R    |

## ATTACHMENT A

### CHECKLIST

- ☐ Proposal describing service (one (1) unbound original and six (6) copies)
- ☐ Contractor Identification and Company Information
- ☐ Client References
- ☐ Costs proposal by task, type of service & personnel Exhibit Q pg. 94
- ☐ Minimum Qualifications Form Exhibit I pg. 33
- ☐ The following forms, completed and **signed in blue ink** (attached):
  - ☐ Non-Discrimination/Workforce Composition Form Attachment B
  - ☐ Nuclear Free Disclosure Form Attachment C
  - ☐ Oppressive States Form Attachment D
  - ☐ Living Wage Form Attachment E
  - ☐ Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

### **ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.**

- ☐ Provide **original-signed in blue ink** Evidence of Insurance
  - ☐ Auto
  - ☐ Liability
  - ☐ Worker's Compensation
- ☐ Right to Audit Form Attachment G
- ☐ Commercial General & Automobile Liability Endorsement Form Attachment H
- ☐ Berkeley Business License

**NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS**

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Business Lic. #: \_\_\_\_\_

Occupational Category:  (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, by what agency? \_\_\_\_\_

If yes, please specify: Male: \_\_\_\_\_ Female: \_\_\_\_\_ Indicate ethnic identifications: \_\_\_\_\_

Do you have a Non-Discrimination policy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

City of Berkeley Contract Compliance Officer

## Occupational Categories

**Officials and Administrators** - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

**Professionals** - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

**Technicians** - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

**Protective Service Workers** - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

**Para-Professionals** - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

**Office and Clerical** - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

**Skilled Craft Workers** - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

**Service/Maintenance** - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

**CITY OF BERKELEY**  
**Nuclear Free Zone Disclosure Form**

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

Title: \_\_\_\_\_

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

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

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

**CITY OF BERKELEY**  
**Oppressive States Compliance Statement**

The undersigned, an authorized agent of \_\_\_\_\_ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

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

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

Contract Description/Specification No.: **Off-Street Parking Facility Management/16-11014-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

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

**CITY OF BERKELEY**  
**Living Wage Certification for Providers of Services**

**TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.**

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

**Section I.**

**1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS**

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

**YES** \_\_\_\_

**NO** \_\_\_\_

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

**YES** \_\_\_\_

**NO** \_\_\_\_

If you have answered, "YES" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

**2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.**

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

**YES** \_\_\_\_

**NO** \_\_\_\_

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

**YES** \_\_\_\_

**NO** \_\_\_\_

If you have answered, "YES" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

**Section II**

**Please read, complete, and sign the following:**

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

☐

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

☐

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

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

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

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

Contract Description/Specification No: **Off-Street Parking Facility Management /16-11014-C**

### Section III

- 
- **\*\* FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY \*\***

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

\_\_\_\_\_  
Department Name

\_\_\_\_\_  
Department Representative

To be completed by  
Contractor/Vendor



**Form EBO-1  
CITY OF BERKELEY**

**CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

**SECTION 1. CONTRACTOR/VENDOR INFORMATION**

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

**SECTION 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.  
☐ Yes ☐ No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  
☐ Yes ☐ No  
If "Yes," continue to Question C.  
If "No," proceed to Section 5. (The EBO is not applicable 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. (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 the employee?..... ☐ Yes ☐ No

**If you answered "Yes,"** proceed to Section 4. (You are in compliance with the EBO.)

**If you answered "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 submits evidence of taking reasonable measures to comply with the EBO; or
  - ☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor'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?\* ..... ☐ Yes ☐ No

\* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

## 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 statements, 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 Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_,  
(City) (State)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID or Social Security Number

### FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor

☐ Full Compliance

☐ Reasonable

☐ Provisional Compliance Category, Full Compliance by Date:

Staff Name(*Sign and Print*): \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment F**

**CITY OF BERKELEY**  
**Right to Audit Form**

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

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

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

Company:\_\_\_\_\_

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

**CITY OF BERKELEY**  
**Commercial General and Automobile Liability Endorsement**

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

<b>Policy No.</b>	<b>Company Providing Policy</b>	<b>Expir. Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is \_\_\_\_\_.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:  
\_\_\_\_\_.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to \_\_\_\_\_, Department of \_\_\_\_\_, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

\_\_\_\_\_  
Insurance Company

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

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

Signature of Underwriter's  
Authorized Representative

**EXHIBIT I:**  
**MINIMUM QUALIFICATIONS FORM**

**PROPOSERS MUST SUBMIT THE COMPLETED QUESTIONNAIRE**

The following statements as to experience, and financial responsibility qualifications of the Proposer are submitted with the proposal to confirm the status of the Proposer with respect to meeting the minimum qualifications for the Off-street Parking Facility Management RFP, as a part thereof; and any material misstatement of the information submitted herein must be grounds for submitting a non-responsive bid.

**1. NAME:** \_\_\_\_\_  
(Print name of corporation, individual or firm name)

Tel. No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
St. Address/P.O. Box City State Zip Code

**2. GENERAL PARKING GARAGE EXPERIENCE:**

**Note: All parking experience stated below must be within the United States and Canada**

**A. Summary Information of Garages Managed During the Last Five Years**

Number Garages Managed per Year between 2010 and 2015:	<b>2010</b> _____	<b>2011</b> _____	<b>2012</b> _____
	<b>2013</b> _____	<b>2014</b> _____	<b>2015</b> _____
Annual Total Gross Parking Related Revenue:	<b>2010</b> \$ _____	<b>2011</b> \$ _____	<b>2012</b> \$ _____
	<b>2013</b> \$ _____	<b>2014</b> \$ _____	<b>2015</b> \$ _____
Total Number of Parking Related Employees in 2015:	<input type="checkbox"/> Full Time: _____ <input type="checkbox"/> Part Time: _____		
Type of Garage Operations (provide number of each):	<input type="checkbox"/> Self Park: _____ <input type="checkbox"/> Attendant Park: _____		
	<input type="checkbox"/> Combination: _____		

**A. Specific Garage Information (Currently Managing Minimum of Three Years)**

**Facility One**

Name of Parking Facility:	
Type of Garage Facility:	Multi-level <input type="checkbox"/> yes <input type="checkbox"/> no
Facility Address:	
Name of Owner of Agent:	
Telephone Number:	(    )
Number of Spaces:	
Management Dates of Operation (Month/Year):	From: _____ to _____
Number of Hours Operated per Weekday:	<input type="checkbox"/> _____ hours per day    or <input type="checkbox"/> 24/7
Yearly Vehicle Volume (provide number of each):	<input type="checkbox"/> Transient: _____ <input type="checkbox"/> Monthlies: _____
Annual Gross Parking Related Revenues:	\$
Annual Operating Budget:	\$
Parking Related Employees:	<input type="checkbox"/> Full Time: _____ <input type="checkbox"/> Part Time: _____
Manage any 3 <sup>rd</sup> Party Contractors for this Facility	<input type="checkbox"/> yes <input type="checkbox"/> no Name Services Provided _____ _____
Revenue Control Equipment Manufacturer:	Name: _____
Type of PARCS Equipment (check all that apply):	<input type="checkbox"/> Automated Pay Stations <input type="checkbox"/> Centralized Cashiering <input type="checkbox"/> Exit Cashiering <input type="checkbox"/> Hybrid System <input type="checkbox"/> In-Lane Paymt.

## Facility Two

Name of Parking Facility:	
Type of Garage Facility:	Multi-level <input type="checkbox"/> yes <input type="checkbox"/> no
Facility Address:	
Name of Owner of Agent:	
Telephone Number:	(    )
Number of Spaces:	
Management Dates of Operation (Month/Year):	From:_____ to _____
Number of Hours Operated per Weekday:	<input type="checkbox"/> _____ hours per day    or <input type="checkbox"/> 24/7
Yearly Vehicle Volume (provide number of each):	<input type="checkbox"/> Transient: _____ <input type="checkbox"/> Monthlies: _____
Annual Gross Parking Related Revenues:	\$
Annual Operating Budget:	\$
Parking Related Employees:	<input type="checkbox"/> Full Time: _____ <input type="checkbox"/> Part Time: _____
Manage any 3 <sup>rd</sup> Party Contractors for this Facility	<input type="checkbox"/> yes <input type="checkbox"/> no Name Services Provided_____
Revenue Control Equipment: Manufacturer:	Name:_____
Type of PARCS Equipment (check all that apply):	<input type="checkbox"/> Automated Pay Stations <input type="checkbox"/> Centralized Cashiering <input type="checkbox"/> Exit Cashiering <input type="checkbox"/> Hybrid System <input type="checkbox"/> In-Lane Paymt.

### Facility Three

Name of Parking Facility:	
Type of Garage Facility:	Multi-level <input type="checkbox"/> yes <input type="checkbox"/> no
Facility Address:	
Name of Owner of Agent:	
Telephone Number:	(    )
Number of Spaces:	
Management Dates of Operation (Month/Year):	From:_____ to _____
Number of Hours Operated per Weekday:	<input type="checkbox"/> _____ hours per day    or <input type="checkbox"/> 24/7
Yearly Vehicle Volume (provide number of each):	<input type="checkbox"/> Transient: _____ <input type="checkbox"/> Monthlies: _____
Annual Gross Parking Related Revenues:	\$
Annual Operating Budget:	\$
Parking Related Employees:	<input type="checkbox"/> Full Time: _____ <input type="checkbox"/> Part Time: _____
Manage any 3 <sup>rd</sup> Party Contractors for this Facility	<input type="checkbox"/> yes <input type="checkbox"/> no Name Services Provided_____
Revenue Control Equipment: Manufacturer:	Name:_____
Type of PARCS Equipment (check all that apply):	<input type="checkbox"/> Automated Pay Stations <input type="checkbox"/> Centralized Cashiering <input type="checkbox"/> Exit Cashiering <input type="checkbox"/> Hybrid System <input type="checkbox"/> In-Lane Paymt.

## **EXHIBIT J:** **SAMPLE-SCOPE OF SERVICES**

### **Article I: Management Services & Terms of the Agreement**

#### **Section 101. Management Services**

- A. General Authority to Manage. Subject to Subsections A through C of this Section, Contractor is hereby given general authority to manage and supervise the day-to-day operation of the Facilities and to perform the specific duties hereinafter set forth, subject to, governed by, conditioned upon, and in accordance with the terms and provisions of this Agreement.
- B. Control Retained by the City. The City shall at all times retain the authority to exercise control over the Facilities, and Contractor shall perform the duties required to be performed by it under this Agreement in accordance with policies and directives of the City. Any terms in this Agreement referring to direction from the City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. The City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.
- C. Access to Facilities. The City and their duly authorized agents shall have access to the Facilities at all times for the purpose of (i) inspection, (ii) to make any repairs, additions or renovations as the City shall deem advisable, and (iii) for use by the City in case of emergency, as determined by the City in its sole discretion.
- D. Contractor agrees to manage and operate the City's off-street public parking Facilities for public parking purposes only. Contractor shall as a matter of utmost priority assure that the highest levels of service quality are provided in all areas of operation, including, but not limited to, customer service, security, accounting and custodial work.
- E. The public shall have the right to use the Facilities during normal operating hours. Contractor shall use its best efforts to promote and develop the business of the Facilities in conjunction with City efforts and prior written approval by City.
- F. Contractor shall be responsible for maintaining the premises in a safe manner during the period in which the Facilities are open, including floors, walls, aisles, parking spaces, pedestrian walkways, driveways, stairways, and elevators. Contractor shall be responsible to City for all damages to Facilities to the extent caused by the negligence or willful acts of Contractor, its employees, sub-contractors, or agents. Contractor possesses, nor accrues, any rights not expressly granted herein.
- G. As hereafter set forth in this Contract, Contractor shall:
  - 1. Manage and operate the Facilities in an efficient, competent, expeditious, and courteous manner for the benefit and convenience of the Facilities' patrons and the City, while maximizing revenues and reducing operational costs, in accordance with the rates and charges, rules and regulations and operational

procedures established or approved from time to time by the City. Operator shall handle daily customer service issues with respect to, but not limited to, parking operations' questions, requests for monthly parking, facility parking enforcement questions, area directions, distribution of marketing/promotional materials (with approval of City).

2. Operate and maintain the Ski-Data Parking Access and Revenue Control System (PARCS) equipment in each garage.
3. Be responsible for hiring, training, and supervision of parking personnel, revenue collection, security, janitorial services, and equipment maintenance and repair services.
4. Be responsible for general maintenance, emergency repairs, security and other necessary services at all Facilities during non-business hours.
5. Operator will hold account of record for Merchant ID's and be fully responsible for Payment Card (PCI) compliance. Operator will be responsible for setting up and Maintaining 3<sup>rd</sup> Party vendor agreements with Credit Card Processing companies for the processing of credit card transactions as stipulated by the City.
6. Be responsible for collecting and delivering deposits of all parking fees and other revenues of Facilities on a daily basis to the City's designated bank account(s). Deposits shall be in accordance with the City's instructions and the deposit pick-up schedules.
7. Furnish managerial, supervisorial, and line staff meeting the qualifications herein set forth.

#### **Section 102. Term of Agreement**

- A. The term of the Agreement shall be for a period of five (5) years, commencing at 12:00 a.m. on the Commencement Date and expiring at 11:59 p.m. on the Expiration Date, with two (2) consecutive one-year options to extend the Agreement exercisable at the City's sole discretion.
- B. The City Manager of the City may extend the term of this Agreement by giving written notice prior to expiration of the Term set forth above. Such extension shall be on the same terms and conditions of this Agreement, and the Management Fee paid to Contractor shall be at the rate specified in this Agreement.

#### **Section 103. Facilities**

At the commencement date of this Agreement, the City owns two facilities to be managed by Contractor:

- ***Telegraph Channing Garage***, 2425 Channing Way, was built in 1969 and developed as a mixed-use facility. It is located one-half block west of Telegraph Avenue between Channing Way and Durant Avenue. It is a major public parking facility in the area. The garage contains five levels of parking at approximately 167,000 square feet and 430 parking spaces. The ground floor contains a retail mall with 16 leased retail spaces, managed by the City. The retail mall is an important part of the facility in that it shares elevators, access corridors, and two public bathrooms with the garage.
- ***Oxford Parking Garage***, 2165 Kittredge Street, opened in March 2009 as an underground parking facility. It is one block east of Shattuck Avenue between Kittredge Street and Allston Way in the downtown area. The garage occupies approximately 46,000 square feet and has 99 parking spaces

*on a single level. The facility serves movie theaters, restaurants, retail shops, and other businesses located nearby, as well as the University of California.*

- *Berkeley Way Lot, Stack parking services will be provided at this 109-space surface lot during a 14-month construction period. Parking payments will occur via self-serve pay stations located within the lot. Operator will retrieve keys from stack parked vehicles and relocate to vacant spaces within the lot as they become available.*

**Summer 2017 (tentative opening August), the City will open an additional facility to be managed by Contractor:**

- ***Center Street Garage***, *The proposed Center Street Garage will replace the existing parking structure with an eight-level, 720-space parking garage facility that will include a ground floor (first floor) operation center, small retail spaces, public restrooms accessible from both Addison Street and Center Street, an art display area, and secure bicycle parking. The project will strive to attain a Green Garage Gold level certification, but must achieve at least Silver level certification. The facility serves the Civic Center, University of California, Berkeley City College, multiple cultural institutions, movie theaters, restaurants, retail shops, and other businesses located nearby and is located within 1 block of the Downtown Berkeley BART station and AC Transit Downtown Berkeley hub. Description of services for Center Street Garage is provided in Exhibit R*

#### **Section 104. Withdrawals and Additions**

City reserves the right to withdraw all or portions of any of the Facilities or to increase or decrease the number of parking spaces in each Facility either temporarily or permanently. If City adds or withdraws all or portion of the Facilities, Contractor shall have no cause of action against City for such addition or withdrawal. Contractor further agrees that it will not be entitled to any damages for loss of business or otherwise, in whole or in part, due to the closing or construction of additions and or modifications to Facilities.

City may add an existing public parking lot, construct additional public parking facilities, and designate such Facilities as covered, under a written amendment to this Agreement. In such an event, City shall be solely responsible for all acquisition, rental, and lease costs. Contractor agrees to operate said Facilities under this Agreement in exchange for a negotiated adjustment in the Management Fee.

The City has hereby notified the Contractor that the Center Street Garage will open in Summer 2017, and has provided details on the planned garage and its operation and management requirements. For this Agreement, the Contractor and City will agree to defined 1) one-time costs associated with the opening of a fully operational Center Street Garage, and 2) increase in the flat monthly Management Fee following the opening of Center Street Garage. These defined costs are shown in **Exhibit Q**.

Except for Center Street Garage, City shall use its best efforts to give Contractor written notice of part or parts of Facilities to be added or withdrawn at least sixty (60) days prior to the date required in the event the City elects to make such addition or withdrawal either temporarily or permanently. At the time such withdrawal or addition becomes effective the monthly cashing,

cleaning, and security fees shall be revised to reflect the number of employee hours actually required for the Facilities as altered.

Contractor shall provide unit rates for hourly services provided to the City for operation of parking Facilities to include:

1. cashier personnel
2. janitorial personnel
3. security personnel
4. supervisory personnel

The City may add new programs, such as valet or stacked parking, or off-street parking programs such as a merchant validation program, under a written amendment to this Agreement. For temporary changes to the operation of the Facilities, such as special events or temporary accommodations requested by the City, the City shall provide prior written notice of such events at least three (3) days in advance. Temporary changes shall not require a written amendment to this Agreement. Additional operating costs incurred by such new programs or temporary changes to the operation shall not incur any additional fees including Management Fees to the City. However, if prior written notice of such events or temporary accommodations is not requested three (3) days in advance, or extend beyond the additional hours as set forth (see Exhibit J Section E, Hours of Operation) the City and Contractor may negotiate any additional operating expenses required. City shall reimburse Contractor for any approved additional staff hours and overtime.

#### **Section 105. Merchant Validation Programs**

Manage and promote merchant validation programs at City Facilities.

- A. Contractor shall work with the City, or a designated entity, to maintain and provide merchant validation programs at any of the City's Facilities. Contractor may be asked to keep records and submit bills for the number and value of redeemed validations, and produce accurate monthly reports to City. This program shall be managed by Contractor, coordinating its operation with the City or its designated entity in cooperation with merchants and public parking garages to support economic activity by providing validation stamps to reduce parking costs.

#### **Section 106. Damage or Destruction**

- A. **Partial Destruction or Damage.** If one or more of the Facilities are partially destroyed or damaged, the City may, at its option, terminate this Agreement by giving written notice to Contractor. Alternatively, the City may determine, in its sole and absolute discretion, whether it wishes to continue to operate the Facility(ies) under the terms of this Agreement. Should the City elect to continue the operation of the Facility(ies) under this Agreement, the City shall proceed with the reconstruction of the damaged portion of the Facility(ies). So long as the damage to the Facility(ies) was not due to negligence or willful misconduct of Contractor, the City shall pay the cost of repairing the Facility(ies).
- B. **Management Agreement During Reconstruction.** In the event that the City elects to reconstruct the damaged portions of the Facility(ies), the City will make a determination as to whether the Facility(ies) will continue to operate during the reconstruction period. If the City

determines that the Facility(ies) will operate during such time, this Contract shall remain in full force and effect; provided, however, the Management Fee may be adjusted in accordance with Section 106 (E) of this Contract. If the City determines that the Facility(ies) cannot continue to operate during all or part of the reconstruction period, the City shall suspend this Agreement with respect to the damaged Facility(ies) during such period of inoperability without altering the Expiration Date.

- C. **Total Destruction.** If one or more the Facilities are totally destroyed from any cause, whether or not covered by the insurance required hereunder, this Agreement shall automatically terminate as of the date of such total destruction with respect to those Facilities.
- D. **Damage Near End of Term.** If one or more of the Facilities are partially destroyed during the last 12 months of the term of this Agreement from any cause, whether or not covered by the insurance required hereunder, the City may, at its option, terminate this Agreement in its entirety or with respect to the damaged Facility(ies) by giving written notice thereof to Contractor.
- E. **Adjustment of Management Fee.** Where operation of one or more of the Facilities is terminated or suspended in accordance with Section 106 (A through D) of this Agreement, the Management Fee due to Contractor may be adjusted by determining the total number of parking spaces affected by the termination or suspension as a percentage of the total number of parking spaces under management under this contract, and reducing the Management Fee otherwise due by an equivalent percentage. Such fee shall be reinstated to the extent that spaces are returned to service.

## **ARTICLE II: ASSIGNMENT AND ACCESS**

### **Section 201. Assignment**

Contractor shall not assign this Agreement or any rights hereunder without the prior written consent of the City. Subject to the provisions hereof relating to assignment, this Contract shall bind and inure to the benefit of the successors and assigns of the parties hereto.

### **Section 202. Access by Contractor and Acceptance of Facilities**

Subject to any and all other relevant provisions herein contained, Contractor has the right of access to the Facilities, and Contractor agrees that Facilities, and equipment therein contained, are accepted for all purposes of this Agreement.

### **Section 203. Access by City**

The grant of rights hereunder is subject to the following reservations: City and its authorized officers, employees, agents, Contractors, sub-Contractors, and other representatives shall have access and the right (at such times as may be reasonable under the circumstances and with as little interruption of Contractor's operations as is reasonable and practicable) to enter the Facilities for the purpose of inspecting operations, repairing, improving and or adding to existing facilities, to perform its obligations under this Contract, and to observe and evaluate the performance of Contractor.

### **ARTICLE III: OPERATING HOURS, RESPONSIBILITIES AND PROCEDURES**

#### **Section 301. Hours of Operation/Holidays**

Hours of operation, parking rates, charges and policies are established by City Council resolution. Resolutions are amended periodically at the recommendation of the City Manager. Contractor shall not establish any other hours of operation, parking rates, charges or policies, nor offer any other service not mentioned in this Contract, unless permitted to do so in writing by the City.

Contractor shall operate the Facilities as public self-parking facilities for the benefit and convenience of the public. The public will have the right to use the Facilities at all times listed in Operating Hours, Responsibilities and Procedures at the rates and charges established by the City Council in the approved fee schedules. Contractor shall use its best efforts to promote and develop the business of the Facilities.

Contractor shall keep the Facilities open and shall conduct business and furnish services as follows:

#### ***Telegraph Channing Garage***

*Telegraph Channing Garage operates Monday through Thursday from 7:00 am to 1:00 am, Fridays and Saturdays from 7:00 am to 2:00 am, and Sundays from 8:00 am to 10:00 pm, except holidays. When so requested in advance by the City with at least three (3) days notice, Telegraph Channing Garage shall remain open as directed.*

#### ***Center Street Garage- CLOSED: UNDER CONSTRUCTION JUNE 2016 – SUMMER 2017 (tentative opening AUGUST)***

*Center Street Garage operates Monday through Friday from 5:15 am to 12:00 am, Saturdays from 7:00 am. to 12 am, and Sundays from 12:00 pm to 12:00 am, except holidays. When so requested in advance by the City with at least three (3) days notice, Center Street Garage shall remain open as directed.*

#### ***Oxford Street Garage***

*Oxford Garage operates Monday through Sunday from 8:00 a.m. to 12:00 a.m. except holidays. When so requested in advance by the City with at least three (3) days notice, Oxford Garage shall remain open as directed.*

#### **Holidays:**

All Facilities shall be closed on holidays. For purposes of this Agreement, holidays are:

- New Year's Day (January 1)
- Thanksgiving (the fourth Thursday in November)
- Christmas Day (December 25)

#### **Section 302. Staffing, Employees, and Contracting**

- A. **Staffing shall include:** an on-site manager, supervisors, cashiers/attendants, janitorial/maintenance workers, and security personnel.
- B. **Employees of Contractor or of Contractor's Vendors:** Work under this Agreement shall be performed only by competent personnel under the supervision of and or in the employment of Contractor. Contractor will comply with the City's reasonable requests

regarding assignment of personnel, but Contractor must supervise all personnel, including any assigned at City's request. Contractor shall select, furnish, and employ on its own behalf such competent and qualified operating personnel necessary to operate the Facilities in an efficient and workmanlike manner.

- C. All personnel engaged in operation of the Facilities shall be employees of Contractor or employees of vendors hired by Contractor, subject to Contractor's sole supervision, direction and control, and under no circumstances shall Contractor's employees or employees of vendors be considered employees of the City. Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations pertaining to its employees.
- D. Contractor shall provide qualified employees to carry out Contractor's obligations, and shall appoint and retain at all times during the term of this Agreement such employees as may be necessary to manage and operate the Facilities in an efficient, competent, expeditious, and courteous manner. Contractor agrees to establish a system of pre-assignment and in-service training programs, such as operating procedure manuals, scheduled instructional programs and equipment for training employees. Such training programs shall be sufficient in scope to produce the high quality of service required hereunder.
- E. Contractor shall at all times exercise control over the conduct, demeanor and appearance of all Contractor employees in the operation of the City's Facilities. Such personnel shall be trained by Contractor to render a high degree of courteous and efficient service to the parking patrons and it shall be the responsibility of Contractor to maintain close supervision over said employees so as to assure continuation of the highest standard of service. Each employee must understand that a significant aspect of their duties is public relations and, as such, they are required to effectively communicate with the public.
- F. **On-site Manager.** Contractor shall appoint a full-time Operational Manager located on-site, who must be a highly qualified and experienced manager of automobile parking facilities, with responsibility and authority to manage operations at all of the Facilities. This person shall have and maintain certification as a parking professional from an accredited organization such as the National Parking Association (NPA), or the International Parking Institute (IPI), and must fully understand the functions of operating parking facilities, be knowledgeable about reporting software and be able to supply accounting and statistical data required of the operation. At all times when the Facilities are open for public parking and the On-site Manager is not present, one on-duty and on-site employee at the Facility shall be designated the Acting On-site Manager and shall be authorized to direct any other employees to respond to emergencies, inquiries and complaints. In addition, the On-site Manager shall be competent in creating reports from the Parking Access and Revenue Control System (PARCS) Equipment and other on-site parking facility equipment, including but not limited to, revenue reports and parking utilization reports. The On-site Manager shall have a working knowledge of the figures contained in each Monthly Report and must be able to prepare and produce specific reports requested by the City, including graphs and tables. The duties of the On-site Manager shall be exclusively and entirely dedicated to the operations of the City of Berkeley Facilities. The On-site Manager shall be the employee and agent of Contractor, but the City shall retain the right to direct Contractor to replace the On-site Manager should the

City's Parking Services Manager determine that the On-site Manager is not acting in the best interest of the Facilities.

- G. **Onsite Assistant Manager:** Operator shall assign a full-time, on-site assistant manager who is highly qualified and experienced to supervise the operation effectively and ensure business is conducted in an efficient, competent, expeditious, and courteous manner. This person shall fully understand the functions of operating parking facilities, be knowledgeable about reporting software and be able to supply accounting and statistical data required of the operation. The on-site assistant manager shall be available during evening/weekend operating hours as established by the City. The on-site assistant manager must be exclusively assigned to the City of Berkeley's Parking Facilities during the duration of this Agreement.
- H. **Supervisory & Administrative Staffing.** Contractor shall provide the City's parking operation with supervisory and administrative employees with the following titles, working hours and job descriptions:

1. One (1) On-site Manager: Minimum of 2,080 hours annually, eight hours daily, Monday through Friday. Execution of On-site Manager's duties may require his/her presence at the Facilities at other times in addition to the minimum time specified above, including returning to the Facilities after hours to resolve operational or security problems. The On-site Manager shall be the on-site individual in charge of all Facilities. The On-site Manager shall report to Contractor's General Manager or other authorized corporate officer.

The On-Site Manager shall possess the following qualifications:

- a. Graduation from an accredited four-year college or university with major course work in Accounting, Business Administration, or related subject area, and two years experience managing or supervising a parking facility with ten or more employees on a multi-shift operation, or
- b. Graduation from high school and five (5) years experience managing or supervising a parking facility with ten or more employees on a multi-shift operation.
- c. This person shall have and maintain certification as a parking professional from an accredited organization such as the National Parking Association (NPA), or the International Parking Institute (IPI),
- d. A résumé of the proposed On-site Manager, with education and experience listed, shall be submitted to the City for approval.
- e. Certification in management and use of Ski-Data Parking Access Revenue Control (PARCS) Equipment by the commencement date of this contract, at the Contractor's expense.

The On-Site Manager's duties shall include but not be limited to the following:

- a. The On-Site Manager shall be available during regular business hours from 8:00am to 5:00pm. At any time the On-site Manager shall not be present during regular business hours he/she shall notify the City in advance. The On-site Manager shall be available

- on an on-call basis at all times any of the Facilities are open for business, by telephone or personal pager, the cost of which shall be borne by Contractor.
- b. During the term of this Agreement the Contractor's On-site Manager shall reside in Northern California and maintain the ability to respond in-person to any Facility emergency occurrence or incident within a one-hour time frame. The On-site Manager and Supervisory positions are identified as specific key personnel assigned to this Contract. Any changes in on-site personnel from those assigned at the commencement of this Agreement will require prior written approval of the City. The Contractor's On-site Manager shall be assigned to manage the Garage facilities 100% of his/her time.
  - c. The On-site Manager is responsible for developing and monitoring the accuracy of the revenue and expense information and monitoring revenue controls, as necessary. The On-site Manager shall be proficient in the use of the revenue control equipment and fully understand its capabilities and weaknesses. This person should be fully knowledgeable about the basic reporting software for the fee computers and be able to supply accounting and statistical data required by this Contract.
  - d. The On-site Manager shall be responsible for the development of training and operational manuals covering all aspects of the parking operation.
  - e. The On-site Manager shall establish performance criteria and job descriptions for all staff and make such information available to the City upon request.
  - f. The On-site Manager shall develop all forms for use in all aspects of the parking operations, subject to City approval, for such items as transaction records, daily and weekly lot activity reports, erroneous transaction reports, applications for monthly parking, applications for validation programs, accident report forms, complaint report forms and other forms that are deemed necessary to facilitate efficient management of the City's parking Facilities.
2. The On-site Manager, his/her designated assistant, or key supervisory personnel shall perform the following duties:
    - a. Fully supervise Contractor's employees;
    - b. Require all staff to be properly trained, follow rules of conduct and be properly dressed in uniform and otherwise prepared and suitable for their assigned duties;
    - c. Discipline or dismiss employees, with cause, who fail to abide by the standards specified in this Agreement;
    - d. Provide the City with a weekly staffing schedule by facility in advance, including all staff assigned (managers, customer service reps/cashiers, janitorial, and security);
    - e. Provide staff to answer the telephone during normal business hours and handle customer complaints, carry out the overall cash handling functions and accounting functions for all facilities, including monthly parking cards, and accurate record keeping of facility assets;

- f. Provide office hours at each garage as needed to handle specific patrons' business needs with Contractor (i.e., issue disabled person parking program card keys);
- g. Daily inspection of the entire parking operation. Report or correct any problems in accordance with the requirements of this Agreement;
- h. Understand the maintenance requirement of the parking facilities and the revenue control equipment and proactively and aggressively manage this responsibility;
- i. Ensure Contractor compliance with the City's facilities maintenance schedule (Section 309).

Within sixty (60) days following the effective date of this Agreement, Contractor shall provide the City with one copy of a training manual and an operation manual specific to each Facility. Contractor shall provide regularly-scheduled formal training to staff in the operation of the revenue control equipment, cash-handling, safety, sustainability factors and product use, on-the-job behavior requirements, conduct, operational rules, proper dress and employee attitude, and other job-related functions. Contractor shall maintain and make available their employee training records for inspection by authorized City staff. Contractor shall provide copies of training materials to the City as requested. Training manuals and their content shall be subject to the sole and complete approval of the City and shall be updated as needed.

- j. Develop an employee attitude and parking sensitivity survey to be administered to the public on a routine basis to determine the public acceptance and performance of Contractor and its employees no later than ninety (90) days following the effective date of this Agreement, and to provide this information to the City on a semi-annual basis;
  - k. The Contractor shall implement stack parking and/or valet parking if requested by the City;
  - l. Contractor shall manage the Disabled Person Parking Program – issues discounted card key access to garage facilities, and provides free parking to program participants.
  - m. Contractor may be required by the City to manage carpool and vanpool programs, including registration and verification of carpool and vanpool participants.
  - n. Perform other field supervision activities as necessary.
3. The City expects Contractor to have supervisory staff available at one of the City-owned facilities during all operating hours. The supervisory staff should be able to provide information to the public, be in charge when there is more than one staff person present, and capable of making decisions and interpreting operating standards in typical and unusual situations.
4. Contractor shall employ and schedule the number of employees required to cover all regularly scheduled garage, and potential stack parking/valet operations as agreed by the City, so that efficient and effective customer service is provided at all times.

5. At Telegraph Channing Garage, the City expects that Contractor shall have a minimum of of at least one (1) janitorial and one (1) security personnel on duty at all times the garage is open;
  - In addition, the City expects that Contractor shall have at least one (1) other supervisor, service attendant, janitor, and security guard within a 15-minute response time at all times. Security guards must be on duty from 7am through garage closing each day.
  - At the commencement of this Agreement the Center Street Garage will be under construction . Center Street Garage will re-open as a 720- space garage. The City expects that Contractor shall have at least one (1) customer service rep/cashier on duty at all times when the garage is open. In addition, the City expects that Contractor shall have at least one (1) other supervisor, one (1) janitor, and two (2) security guards (desk assignment and roving) assigned.
  - At Oxford Garage, the City expects that Contractor shall have at least two (2) parking attendants on duty during peak times the garage is open; until such time that the Parking Mitigation Plan for Center Street Garage Re-Build Project is completed and the garage re-opens. After construction completion, Oxford Garage shall have at least one (1) other supervisor, service attendant, janitor, and security guard within a 15-minute response time at all times.
6. All personnel must have the legal right to work in the United States and must read, write, and speak fluent English if their assignments require communication with the public. Employees who move cars or drive any vehicle in the course of performing their job responsibilities must possess a valid Class C California Driver's License.
7. Except as otherwise provided herein, Contractor shall have the exclusive right to hire, assign, supervise, manage, discipline, suspend, terminate, layoff, and otherwise discharge its employees. Notwithstanding the above, the City reserves the right to request a change in the Contractor's personnel, in the City's sole discretion.
8. Upon the City's request, Contractor shall provide evidence satisfactory to the City that Contractor has adequately provided for all legally required employment benefits.
9. Maintenance Personnel and Contracting. Contractor shall employ, or contract for, sufficient personnel to perform the routine maintenance and repair work at the Facilities in a prompt and efficient manner so as to keep the premises at all times in a first-class operating condition that is clean, safe, and attractive, as specified in Exhibit D, Maintenance Standards and Form of Maintenance Schedule. Contractor shall provide evidence acceptable to the City that any contractor engaged by Contractor to perform work on the property maintains insurance in amounts on policies of coverage and offered by companies satisfactory to the City, including but not limited to, Worker's Compensation Insurance (including Employers' Liability Insurance), general liability insurance covering personal injury and property damage, and insurance covering the use of owned, non-owned or hired vehicles and equipment.
10. Security Personnel and Contracting. Contractor shall enter into a security agreement with a contractor or contractors acceptable to the City to provide security guards to be

stationed at the Facilities to protect the Facilities, its staffing and users, and property in the Facilities against damage, injury, theft or other loss.

- a. Guards hired to provide security at the Facilities shall not carry firearms.
- b. Should the City determine at any time that Contractor has not employed an adequate pool of security guards to perform responsibilities, as outlined in this Agreement at one or more of the Facilities, the City shall notify Contractor in writing of such deficiency. Should Contractor fail to remedy the situation within forty-eight (48) hours of such notice, the City shall have the right to contract for temporary security guards and direct such guards to work at the Facilities until such time Contractor has provided the City with satisfactory evidence that the Facilities will be adequately staffed with security personnel.
- c. The City shall have the right to deduct administrative costs associated in providing security (per 12 b.) from the Management Fee.

11. **Subcontracting Must be Authorized.** Except as otherwise authorized under this Agreement and to ensure the quality of work performed at the Facilities, Contractor is prohibited from subcontracting any of its duties under this Agreement or any part of it unless such subcontracting is first approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made by Contractor and a subcontractor that is in violation of this provision shall confer no rights on any party and shall be null and void.

### **Section 303. Professional Behavior**

Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the Parking Facilities or while acting in the course and scope of employment.

1. 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.
2. Staff members are trained as to the purpose of their positions and the importance of performing their jobs.
3. All employees are at all times polite and courteous in their dealings with Customers, treating the public with care and respect.
4. All employees are to be attentive, alert and responsive to all Customers issues, needs, comments or complaints.
5. All employees speak clearly and in a professional manner while interacting with Customers, offering the assistance needed by each Customer;
6. All employees are prohibited from any behavior that shall make a Customer feel threatened, insecure, or ignored while in the Parking Facilities.

### **Section 304. Dress Code/Uniforms**

1. Employees staffing the Parking Facilities shall wear a photo I.D. badge and distinct uniform, identifying such persons as parking service employees of Contractor.

2. All Contractor employees shall wear uniforms of a design and color approved by the City to present a clean and efficient image.
3. All uniforms must be approved by the City. The Parking Services Manager shall approve any uniform and I.D. badge proposed by the Contractor. Uniforms shall at minimum consist of shirt, pants or skirt, and name tags.
4. The Parking Services Manager shall not unreasonably withhold approval of any uniform and I.D. badge proposed by the Contractor.
5. The Parking Services Manager reserves the right to require changes in such uniforms at his/her reasonable discretion.
6. Uniforms are required to be clean, pressed and professional in appearance.
7. Requested exemptions from the uniform requirement shall be subject to the prior written approval of the City.
8. Contractor is expected to provide its employees with appropriate weather protection equipment.
9. Contractor's uniform policy shall be covered in Contractor's operation manual.
10. Contractor shall prominently display an employee's name in cashier booths while on duty so that it is clearly visible to the public.

**Section 305. Customer Service, Quality of Service, Operations and Personnel**

Contractor shall maintain the highest degree and standards of courteous, polite and inoffensive conduct and demeanor on the part of its representatives, agents, subcontractors, and employees. Operator shall conduct its operation in an orderly and appropriate manner so as to be pleasing to customers, patrons, and the public in or around the Garage, and shall refrain from any and all conduct which might tend to annoy, disturb, or be offensive to such persons in or around the Garage. Contractor shall provide professionally trained and experienced personnel to assure that the highest levels of service quality are provided in all areas of operation, including, but not limited to, customer service, security, accounting and custodial work. To this end, the selected Contractor shall:

1. Handle daily customer service issues with respect to, but not limited to, parking operations questions, requests for monthly parking, parking enforcement questions, area directions, distribution of informational/marketing/promotional materials (with approval of City).
2. Assist facility users who have forgotten where their car is parked.
3. Establish standards and make provision for the release of parking patrons determined to be without funds.
4. Establish standards under which a patron without funds would be allowed to exit without payment and provide evidence of non-payment through the deposit reports, and
5. Establish policies acceptable to the City for dealing with the acceptance of checks for monthly parking payment and parking charges due, including requirements for patron identification.

### **Section 306. Attendance at City Meetings**

Contractor's general manager shall attend City meetings upon request of the City and shall provide the City with his/her recommendations for improving service to the public and increasing usage of the Facilities. Said recommendations may include observations and/or studies of parking occupancy, turnover, duration, appearance of the Facilities, validation program maintenance, parking rates, parking demand, promotion, and other items associated with management of the Facilities. City shall give due consideration to such recommendations.

The Contractor's On-site Manager shall attend weekly meetings with the Parking Services Manager and City staff.

### **Section 307. Provision of Property and Services**

Contractor shall select and provide, at its expense, the property and services required for the successful accomplishment of Contractor's obligations under this Contract including, but not limited to:

1. Copiers, and all other necessary office equipment; and
2. Licenses and fees; and
3. Training manuals for employees covering all aspects of the parking program as applicable to each employee's duties and responsibilities; and
4. Site-specific operations manual for parking operations and procedures.

City shall provide vehicle as listed in Exhibit F for Contractor use. Contractor agrees that City shall not be liable for any injuries sustained by Contractor employees or their contractor arising from or related to their use of those vehicles provided to Contractor by City. Contractor will obtain Commercial General Liability, workers compensation, and other related coverage for its employees. City will not be liable for, and will not be required to provide any personal injury, protection or other insurance coverage for, any claims, liabilities or damages arising from or related to those vehicles provided to Contractor by City. Contractor shall be responsible for all vehicles operating costs including but not limited to gas, fluids, maintenance, operators insurance, any official Contractor markings on the outside of the vehicles, registration or inspection fees, and repairs. Such vehicles shall only be used by Contractor for garage management operations and associated functions under this Agreement and not for Contractor's business or personal use. Any damage to City vehicles incurred during use by Contractor's employees or subcontractors, and any repairs required to correct such damage, is the full responsibility of the Contractor.

### **Section 308. Cleaning Requirements**

**Green Garage Certification-** The City is committed to a Green Cleaning Policy to promote and encourage healthy and functional environments within their facilities for all occupants, including guests and employees. This involves maintaining sustainable purchasing goals that will require Contractor to provide purchasing records of approved cleaning products. All maintenance personnel must be trained to properly use, maintain, and dispose of all cleaning products within the facility's occupied space. This strategy includes written policy directives, guidelines, training, and manuals to ensure proper implementation. City will stipulate cleaning procedures in

the Agreement for Contractor and/or third party vendors. **See Exhibit M-1 Sample Green Cleaning Policy.**

Contractor shall maintain the facilities in a clean and attractive condition. Contractor shall conduct daily routine cleaning of all premises related to the operation, including stairwells, pedestrian walkways, restrooms, booths, elevators, retail mall areas, entry ways (elevators), control and break rooms and Operator's office areas.

Contractor will furnish all cleaning chemicals and consumables including but not limited to paper towels, toilet paper, seat covers, soap, garbage can liners, approved green cleaning agents including: detergents, window cleaner, disinfectants, wax, shampoo, and similar items.

Contractor will furnish all janitorial equipment as necessary to properly perform the work described in this Scope of Services. The equipment shall include but not be limited to mops, dusting cloths, brushes, buckets, steam cleaning equipment, and similar items.

- A. Contractor shall keep all Facilities clean during all hours of operation. Garages shall be cleaned at night prior to closing. Contractor shall provide all labor, transportation, supplies, materials and equipment to perform all of the janitorial services described herein to the satisfaction of the City's Parking Services Manager. The City's Parking Services Manager shall decide all questions that may arise as to quality or acceptability of work performed. Contractor may subcontract cleaning services with written City approval. All subcontracted employees shall be paid in compliance with the City's Living Wage Ordinance.
1. Cleaning and/or maintenance personnel may be direct employees of Contractor, or may be, with prior written approval by the City, a subcontractor. In either case, Contractor accepts full and total responsibility for provision of service and satisfaction of quality standards.
  2. Cleaning services shall include at a minimum litter cleaning, sweeping, mopping, deodorizing, and graffiti abatement.
  3. Janitorial and cleaning services shall include, at a minimum: cleaning and polishing all stainless steel in elevators, dusting interiors, damp mopping, interior graffiti removal, and touching up signs at each of the Facilities.
  4. Mopping and cleaning includes:
    - a. Applying absorbent as needed, sweeping up, and mopping of any spillage of oil or other fluids on parking decks, floors, stairs, landings, and halls; and
    - b. Mopping and waxing elevator floors and clean interior walls, windows, doors, and light covers; and
    - c. Mopping and waxing on-site office space provided for Contractor; and
    - d. Cleaning cashier booth windows, ticket dispensers and gate arm equipment housings and the exterior of all waste receptacles; and
    - e. Mopping restroom floors, cleaning and disinfecting restroom fixtures, ceiling (when necessary), and walls, and filling all restroom dispensers.

B. General Cleaning/Locations

1. **At Telegraph Channing Garage**, cleaning shall be directed at the elevator(s), public restrooms, mall lobby, private storage and private restrooms, stairwells, mall corridors and all exterior surfaces of the retail spaces. Retail tenants shall be responsible for maintenance inside their leased space.
2. **At Oxford Garage**, cleaning shall be directed at the elevator(s), public restroom, elevator lobby and Allston Street corridor.
3. **At Center Street Garage**, cleaning shall be directed at the elevator(s), public restrooms, private storage and office space, stairwells, and all exterior sidewalks of garage.
4. **Public Restrooms:** All urinals, toilets and lavatories must be thoroughly cleaned with a solution containing a commercial grade, approved disinfectant and sprayed with an approved germicide to kill surface germs. All lavatory room floors shall be mopped with germicidal solution. All walls around sinks, urinals and toilets shall be appropriately cleaned. All mirrors shall be cleaned with an ammoniated glass cleaner. All paper towel dispensers and soap dispensers shall be filled.
  - a. Telegraph Channing Garage and Center Street Garage have high volume public restroom usage and shall be cleaned at least every two hours during all hours the facilities are open to the public. Contractor shall provide cleaning materials, supplies, and replenishment of soap, paper towels, and toilet paper in the restrooms.
  - b. Contractor shall, on a daily basis empty and sanitize waste receptacles and replace trash liners; clean mirrors; clean and disinfect sinks, toilet bowls and urinals; spot clean tile, walls, and partitions; spot clean walls around sinks; mop floors with a disinfectant solution approved by the City; refill soap dispensers as necessary; refill paper towels, toilet tissue, seat covers, and remove all graffiti.
  - c. Contractor shall on a weekly basis wash/polish walls and toilet partitions; pour clean water in floor drains to prevent sewer gas and thoroughly scrub floors and baseboards.
5. Contractor shall conduct regular systematic inspection of his/her work crew and shall be responsible for providing adequate supervision to ensure competent and satisfactory performance of the services required under this Agreement.
6. Contractor shall notify the Parking Services Manager or other designated personnel by phone or letter/email to note special comments or janitorial needs.

### **Section 309. Maintenance and Minor Repair**

Contractor is required to maintain all necessary Facilities' equipment or enter into a service contract with a City approved Maintenance Company to perform scheduled preventative maintenance service and equipment repairs on a quarterly basis. Effective on commencement date of this Agreement, **Costless Maintenance Service Company** is the approved subcontractor to provide maintenance services at the City's Facilities. Contractor shall provide the City, upon request, with a monthly report of all maintenance/repair services performed in all Facilities.

Contractor shall maintain the Facilities in a clean, safe, and sanitary condition. For purposes of this management Agreement, "routine maintenance and repair work" shall mean all ordinary maintenance and repair of the premises and equipment and replacement of supplies that are normally performed on a day-to-day or routine basis in order to keep the facilities in an efficient,

clean, and safe condition. Such routine maintenance and repair work shall include without limitation:

### **Daily Maintenance**

Litter cleaning includes picking up and removal of all litter, debris, bottles, cans, and other extraneous material from the Facility, landscaped areas adjacent to the Facility, ramps, and sidewalk areas next to ramps and adjacent to Facility, and the emptying and disposal of contents of all waste receptacles in Facility.

1. Contractor shall on a daily basis; perform litter cleaning, power broom and hand sweeping, mopping and cleaning, and graffiti abatement at each of the Facilities.
2. Contractor shall on a daily basis; sweep, dust mop and mop all floors of all Facilities, empty all waste containers and replace trash liners in all trash receptacles as necessary with prior City approval as set forth below; clean, polish, and disinfect drinking fountains; clean entrance doors and surrounding glass removing smudges and streaks; sweep and/or mop stairwells; sweep and/or mop entrance and walkways; secure all doors and windows, and set alarms.

### **Routine Maintenance Duties**

1. Contractor shall power broom or hand-sweep the parking decks, entrance ramps, sidewalks in and next to entrance ramps and driveways of each Facility thoroughly. Elevator floors, stairs, stairwells, halls, corners, areas between rows of wheel stops or wheel stops and curbs, and any other areas inaccessible to the power broom shall be thoroughly hand swept. Interior walls, corners, ceilings, and fixtures shall be cleaned of cobwebs, dust, loose soil, and prompt removal of pigeon nests and droppings from floors and all accessible surfaces.
2. Contractor shall scrub and rinse as needed interior facility wall; thoroughly mop stairs and stairwells, and spaces between steps and walls and under steps shall be cleaned of residue. The interior liners of all waste receptacles shall be scrubbed and disinfected to ensure that they are clean and odor-free. Appropriate detergents and cleaners shall be used in cleaning as necessary.
3. Contractor shall on a weekly basis in all Facilities dust baseboards, ledges and windowsills; dust all desks, chairs, counters, shelves, bookcases and file cabinets in Parking offices and cashier booths and spot clean painted walls and partitions.
4. Steam cleaning as needed in specific areas, including but not limited to all sidewalks and interior and exterior stairwells, elevators, vehicle and pedestrian access areas shall be performed on a quarterly basis and each entire Garage on a semi-annual basis with industrial steam cleaning equipment. At the discretion of the Parking Services Manager, steam cleaning may be required to be performed less frequently if the facility, including sidewalks and stairwells, is maintained in a clean and orderly state.

### **Graffiti Removal and Painting**

1. Contractor shall abate graffiti at any Facility within 24 hours of appearance.

2. Contractor shall clean all interior and exterior surfaces of Facilities and applicable parking lot areas affected by graffiti and repaint with matching color of surface or paint.
3. The Contractor shall maintain the striping of the floors and surfaces and all such directional markings within the Parking Facilities as are necessary to facilitate the safe movement and parking of vehicles.
4. The Contractor shall perform cleaning, sweeping and striping of floors; cleaning and painting of elevator walls and cleaning and painting of interior curbs and drive aisles. (Particularly when such surfaces have been marred by graffiti or other forms of vandalism).

### **Landscaping (Center Street Garage only)**

Contractor shall provide landscape maintenance both within and around the parking Garage, or as otherwise directed by City. Should the Contractor not have extensive landscape maintenance experience and/or required licensure and equipment, Contractor may outsource this responsibility to an experienced and licensed landscaping service provider.

### **Minor Repair**

1. Other maintenance duties Contractor shall perform include: Replacing bulbs, monitor fire extinguishers and hose boxes for good working order; and report malfunctions to City Public Works Department.
2. Contractor shall monitor and check elevators in parking garages and report any malfunction to authorized City representatives and City Public Works Department.
3. Contractor shall notify the City of major equipment malfunctions that cannot be repaired by parking operations staff or extend beyond the normal service calls of the equipment maintenance company.
4. The Contractor shall take all reasonable and prudent Emergency Actions necessary to protect people and property from injury, loss or damage and, if appropriate, to avoid further injury, loss or damage, upon discovering any condition in a Parking Facility that has caused or that threatens to imminently cause such injury, loss or damage. Such Emergency Actions shall include, but not be limited to; posting signs/notices, erecting signs, barricades, lights and other warning devices. The Contractor shall inform the Parking Services Manager immediately of any such emergency conditions by the Contractor. If additional actions need to be taken by the City, the Contractor is responsible for recommending such actions to the Parking Services Manager.

The Contractor shall perform all the foregoing maintenance duties in accordance with the Maintenance Schedule attached hereto as Exhibit D. The Parking Services Manager shall have the right to require the Contractor to perform certain duties specified in such schedule more frequently than provided therein. The Contractor shall be responsible for providing a "Maintenance Checklist" record of the completed work, and maintaining such checklist on premises at the Garage at all times. Upon demand of the Parking Services Manager, or her designee, the Contractor shall present the Maintenance Checklist.

## **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 a good and safe operating state.

### **Section 310. Material Safety Data Sheets (MSDS)**

Contractor shall supply all cleaning chemicals. Material Safety Data Sheets (MSDS) for all “hazardous substances” used by Contractor must be submitted to the City before commencing work. City will provide a list of “Green Products” that Contractor must use. **See Exhibit M-1.**

1. Contractor shall supply all perishables. This includes all paper towels, toilet paper, seat covers, soap, etc.
2. The City shall inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

### **Section 311. Security Requirements**

Contractor shall furnish security guards at all facilities daily as directed. Contractor may subcontract security services with written City approval. Effective on commencement date of this Agreement **Treeline Security Inc.** is the approved subcontractor to provide security services for City Facilities. In the event of subcontracting, Contractor accepts full and total responsibility for provision of service and attainment of qualifications. All subcontracted employees shall be paid in compliance with the City’s Living Wage Ordinance.

1. All security guards must have at least six months experience in similar work. They must possess a current and valid identification card issued by the State of California and not have a criminal record. To that end, guard applicants must be successfully investigated by the State Bureau of Criminal Investigation. Security personnel shall not carry any weapons.
2. Contractor shall conduct a comprehensive pre-employment check of all personnel for potential assignment under this Contract in order to determine suitability for employment on the basis of such factors as qualifications, reliability, integrity, and psychological and physical fitness, prior to assignment.
3. Contractor’s on-site manager shall be responsible for supervision of all guards through designated supervisory level representatives who shall be available at all times to respond promptly and appropriately to calls for assistance from guards on duty or from authorized representatives of the City. Contractor’s supervisory level personnel shall perform unscheduled and unannounced inspections of each guard post once during each shift, each week.
4. Contractor shall be responsible for furnishing guards with appropriate uniforms, approved by the City, report forms, portable radios, log books, and other necessary

equipment. Uniforms shall include trousers, shirt, name tag, jacket (when weather requires), shoes, and hat. Uniforms shall be worn at all times while on duty.

### **Responsibilities**

1. Guards shall:
  - a. Call 911 immediately when confronted with a situation requiring an emergency police presence.
  - b. Regularly patrol designated areas of the Facilities
  - c. Deter and report individuals attempting to gain unauthorized access to Facilities or attempting to damage or steal vehicles or property therein.
  - d. Respond to alarm signals or other indications of suspicious activities.
  - e. Act appropriately in the event of any situation affecting the security of the Facilities or the safety of Facility patrons, including, but not limited to, fires, accidents, civil disturbances and disorders, criminal acts, and earthquakes or other acts of God.
  - f. Maintain an effective liaison with the Berkeley Police Department.
  - g. Never leave duty stations or patrol areas until properly relieved.
  - h. Maintain a daily written record of all guard activity, and provide City with a detailed weekly written report of any matters or occurrences relating to the security of the Facilities or vehicles therein.
  - i. Inspect vehicles to deter and detect theft of contents and parts.
  - j. Inspect vehicles that have been parked in the Facility for more than 24 hours, and report to Berkeley Police any unauthorized vehicles parked over 72 hours.
  - k. Direct patrons to parking areas and assist with traffic circulation in the Facilities.
  - l. Be knowledgeable of facility parking rules, rates and revenue equipment use to assist customers as needed.
  - m. Man security desk at Center Street Garage Facility during all hours of operation.
  - n. Perform other security duties and services as requested. More detailed duties, patrol routes, and responsibilities for each Facility shall be furnished by the City and revised from time to time by the Parking Services Manager.
2. Contractor shall recommend to the City an increase or decrease of security guard services at one or more Facilities based on documented need. Contractor shall list all vehicle license numbers parked in Facilities overnight.
3. Failure to properly perform this work may be cause for withholding of partial or full payment of Contractor's Management Fee then due, immediate termination of this Contract, or all of the above.

### **Section 312. Emergency Response Program**

Contractor must notify City immediately in the event of the following: a) any property damage and/or b) any police action (s). Contractor shall document any and all incidents to include but not limited to preparing incident reports, taking photographs of incident, and interviewing affected

parties and/or witnesses. Except as requested by law enforcement agencies, Contractor shall not release any incident information to any other party without City's advance written permission.

1. Contractor shall develop and implement a Parking Facility emergency response program for dealing with disasters, medical emergencies, and other crises that may arise. The emergency response program shall be submitted to the City in writing for approval.
2. If a release of hazardous materials or hazardous waste occurs that cannot be controlled, Contractor shall immediately notify the Berkeley Fire Department at 911, the City's Toxics Management division at 510-981-7460, and the Environmental Compliance Specialist at 510-981-6629. Contractor shall take the necessary steps to close off hazardous areas to the public until containment, clean up or repairs can be accomplished.
3. Contractor shall immediately notify the City of any hazardous conditions at the Facilities.

### **Section 313. Materials and Trade Fixtures:**

All the materials required in the operations performed by the Contractor including, but not limited to, all parking tickets, printer and cash register paper, ribbons, detergents, solvents, mops, sweeping equipment, light bulbs, brooms, forms, office supplies, and uniforms shall be provided by Contractor. Contractor shall maintain all trade fixtures and furniture in the cashier booths and all windows and electric light bulbs in or attached to cashier booths and City-provided offices.

### **Section 314. Ordering and Purchasing of Supplies, Equipment and Furnishings**

Contractor shall provide such supplies, equipment and furnishings required for performance of the management, supervision, and administration services in the operation of the parking facilities, including, but not limited to, maintenance and cleaning equipment, tools, office and accounting equipment, office furnishings, and vehicles at its own expense. A list of all equipment, supplies and other tangible personal property belonging to the City and located in the parking facilities is attached hereto as Exhibit F. Contractor may use these items during the term of this Agreement. The items on such list, any replacements (parts) for or additions to those items are hereinafter referred to as "**City Property**" and shall be and remain the property of the City. Contractor shall be fully responsible for the care and safekeeping of all City Property and shall use such property only in connection with the operation of the Parking Facilities. Contractor shall be responsible for the return of all City Property in good working condition excluding normal use wear and tear. Except for supplies and other property that are routinely used and consumed in the operation of a parking garage, Contractor shall not dispose of any City Property without the prior written consent of the Parking Services Manager.

### **Section 315. Parking Revenue Equipment Maintenance**

Contractor shall be responsible for the operation and maintenance of City parking equipment. Effective on commencement date of this Agreement **Sentry Control Systems Inc.** is the approved subcontractor to provide operation of Ski-Data Parking Access Revenue Control System (PARCS) equipment at City Facilities. Contractor shall keep a written log of all service and repairs. Contractor shall also be responsible for training and monitoring employees in the use of all equipment.

1. The City shall have the right to prescribe the form and dispensing method of printed parking tickets to be used, or alternate collection controls. The City shall review and

approve tickets used for parking control. Contractor shall supply such tickets and shall also supply and install printer paper, ribbons, and receipt paper in all cash control and parking equipment.

2. Contractor shall, as necessary, re-supply the automatic ticket dispenser with tickets. Contractor shall train its On-site Manager and other supervisory staff so that at all times they are capable of providing emergency minor repair and routine preventive maintenance for all parking automation equipment including, without limitation, ticket dispensers, automatic gates, car count equipment, detectors, and fee computers.
3. Routine maintenance includes tasks such as, but not limited to, adjusting time mechanisms, changing ribbons, replacing damaged gate arms, checking and cleaning print heads, cleaning and checking coin and bill acceptors, replacing audit tapes, replacing parking tickets for automatic ticket dispensers, routine maintenance to ticket mechanisms, replacing light bulbs that demarcate exit and entrance areas and/or tire damage signs and the performance of other minor preventive maintenance as necessary. Contractor shall immediately report damage or minor malfunctions to the City and shall notify an authorized service company to make necessary repairs. Contractor shall keep a written log of all equipment services and repair. Service companies servicing City owned revenue control equipment shall be approved by the City.
4. Contractor shall, with respect to pre-existing City-owned and installed fee computers and revenue control equipment, maintain all publications and operation manuals and institute training programs in the operation of the equipment for its employees.
5. The City may request, in writing, Contractor to perform or contract for certain maintenance operations not otherwise required in this Contract. City shall compensate Contractor for all direct and agreed upon indirect costs associated with such maintenance operations.

#### **Section 316. Traffic Control and Signage**

1. Contractor shall regulate, control and supervise the parking of motor vehicles within the Parking Facilities and erect and maintain such additional directional or diagrammed signs in such a manner as will facilitate the orderly, efficient, and safe parking of such vehicles, thereby preventing traffic delays. Signs shall be subject to City approval.
2. Contractor shall immediately erect and maintain such signs, barricades, and other devices to warn Facility users of any dangerous or defective conditions known or expected to be known to Contractor and take such actions as may be reasonably necessary to protect such users from injury, loss or damage which might result because of such condition.
3. Anytime a dangerous or defective condition may reasonably be known to exist by Contractor, Contractor shall immediately advise City in writing of such condition and the action taken.
4. Contractor shall not erect or display or permit to be erected or displayed any sign, poster, advertising matter, or structure of any kind on the Facilities without first obtaining written consent of City; provided however, that Contractor shall provide, install, and maintain suitable signs as requested and approved by City to designate rates, days and hours of operation, rules and regulations, and extent of liability. Contractor shall change

signs as needed to reflect changes in approved rate schedules. The City shall install suitable sign(s) at the Facilities designating them to be City public parking facilities.

**Section 317. Payroll and Log**

*Contractor shall employ directly all personnel and pay all direct and indirect payroll expenses, including making timely payroll tax payments, timely remittance of all employee deductions to the respective agencies and organizations and timely filing of all required returns and reports. Contractor and any sub-Contractor(s) shall be responsible for compliance with the City's Living Wage and Equal Benefits Ordinances. Contractor shall submit to City a quarterly report indicating the number of staff employed, number of hours worked, and salary costs. This report shall show combined activity for all Facilities.*

1. Contractor shall keep accurate payroll records showing the name, address, employee identification number, work classification, and straight time, and overtime hours worked for each day and week, and the actual per diem wages paid to each employee employed by Contractor in the Facilities.
2. Contractor shall supply the City with a full and complete copy of its contract or contracts with represented unions (if applicable).

**Section 318. Revenue Control**

**A. Finance/Banking Requirements**

1. **Contractor must utilize the City's designated bank.**
2. Contractor shall utilize the City's approved fraud prevention program, set up by the Finance Department of the City.
3. Credit Card Processing
  - a. Must be Payment Card Industry – Data Security Standards (PCI-DSS) compliant
  - b. Credit Card payment processor is either City's designated bank or is a member of City's Bank Merchant Services Network.

**B. Definition of Gross Receipts**

All income required to be collected and accounted for by Contractor from the operation of the Parking Facilities including but not limited to:

1. Undercharges – Contractor is responsible for all lost revenue as a result of Contractor's staff collecting less than the amount due.
2. Lost Tickets – A lost ticket is a ticket lost by the patron. The Contractor shall determine how long the patron's car has been in the facility and charge that amount.

**C. Collections and Deposits of Gross Receipts**

All gross receipts derived from the operations of the Parking Facilities are the property of the City at all times during the term of this Agreement, and Contractor shall as trustee for the benefit of the City, take appropriate precaution to ensure that all sums due and owing the City from patrons of the Parking Facilities operated by Contractor are properly assessed, collected, and accounted for. Contractor shall be entirely responsible and liable for payment to the City of all funds collected or required to be collected by the Contractor, without excuse for non-payment.

1. Contractor shall collect from transient users and monthly parkers at the Parking Facilities all parking fees and other charges, the rates of which shall be determined by the City.
  - a. At least once each day, seven days per week, at a time acceptable to the City as evidenced in writing, Contractor shall assemble all Parking Facilities' receipts collected during the immediately preceding twenty-four (24) hours, and Contractor shall transfer deposit all transient parking fees, monthly parking fees, debit card, credit card, and validation revenues due from users of the Facilities as follows: currency, checks and coins to the City's contracted armored courier service; and credit and debit cards end of the day settlements to the City's contracted financial institution via electronic transfer as specified in writing by the City. Contractor agrees to use the utmost diligence and care in safeguarding and transferring all such receipts.
  - b. Immediately after such deposit and on said day, Contractor shall deliver to the City a duplicate deposit slip and courier service receipt of transfer of funds. On weekends, Contractor shall obtain and provide to City duplicate deposit slips and courier service receipt of transfer of funds on the next business day.
  - c. Contractor shall establish and carry out procedures and programs to safeguard all receipts collected by the Contractor's employees from the Parking Facilities using drop safes provided by the City at each Facility location. Contractor agrees that all receipts are and shall remain monies of the City.
  - d. City may change fees, and Contractor shall implement such changes. City shall notify Contractor of fee changes in a timely manner. Contractor shall be entirely responsible for payments to City of all funds collected and shall reconcile collections and deposits by site on daily cash reports submitted to City, Monday through Friday. Cash reports submitted on Monday shall encompass activity on Saturday and Sunday. Contractor shall be responsible for the operation of automatic pay on foot machines, and the removal accounting and deposit of parking revenues derived there from. Such monies collected should be included with gross receipts.
  - e. Deposit amounts must equal fees and monies due. Contractor shall, on a daily basis, report any differences between the amounts deposited and the amounts due, regardless of cause. Contractor shall be responsible for and shall reimburse City for all shortages of processed and validated tickets. These differences shall be deducted from Contractor's management fee then due; City will be free of claims, demands, or counterclaims of any kind by Contractor against the City.
  - f. Shortages from any given shift's, day's, Facility's, week's, or month's receipts may not be made up for by overages from any other given shift's, day's, Facility's, week's, or month's receipts. Any overages which occur are to be reported as such and deposited in City's designated bank account. Contractor will be responsible for any and all shortages; monies shall be deducted from Contractor's management fee when due.
  - g. On a daily basis, Contractor shall report on forms approved by the City the total parking fees and other monies due and collected, including monthly parking and validation revenue, and an accounting of all parking tickets used from the preceding day. For each Facility, each report shall detail the number of vehicles parked, tickets

- issued, total tickets collected, revenue tickets, lost tickets, unaccountable tickets, extra tickets, special event tickets, maintenance tickets, deposits, overages and shortages, revenue collected from monthly parkers, and accounts receivable, and shall be certified as correct by the Contractor's General Manager.
- h. Failure to make deposits to the City's bank accounts or with the City's contracted courier service company within the specified time period or furnish reports on time may result in withholding of partial or full payments of the Contractor's Management Fee then due, the immediate termination of this Agreement, any other remedy available to the City under this Agreement or by law; or all of the above. Deposits shall be free from all claims, demands, setoffs, or counterclaims against the City of any kind or character, including those by Contractor.
  - i. Contractor shall establish policies regarding acceptance of checks for payment of parking charges due, including requirements for patron identification, and minimum standards for acceptable checks, such as pre-printed name, address and bank account information. Contractor may elect to establish a policy of not accepting checks for payment of hourly parking charges. Contractor must accept checks and debit cards for payment of monthly parking charges, providing that the patron complies with the above check-acceptance policies. All check acceptance policies shall be pre-approved in writing by the City.
  - j. Contractor shall not collect any other parking rate unless permitted to do so by the City.

D. Free Parking.

- 1. There shall be no free parking except as follows:
  - a. One space per each of Contractor's on-duty employees.
  - b. Utility service vehicles servicing the Parking Facilities.
  - c. City service vehicles and or its Contractor's vehicles only while performing construction, maintenance, re-location, or repair activities on the Parking Facilities.
  - d. As authorized in writing by the City.
- 2. Upon leaving, those vehicles with validated parking tickets, service vehicles providing services to the Parking Facilities, vehicles of Contractor's employees, emergency vehicles, or other vehicles as authorized by the City, will be permitted to leave. The drivers of the exiting service vehicles shall write down their license number of the vehicle on their ticket and sign them.

E. Parking Ticket Discrepancies

- 1. A "lost ticket" is a parking ticket which cannot be located by a patron. Charges will be calculated from the time the Parking Facility opened to the exit time, up to the applicable daily maximum. Contractor shall time stamp the register to validate a lost ticket form with the fee on it. Any lost ticket form in which Contractor is unable locate that does not have both a cash register validation and an out time stamp shall be treated as a "missing ticket".

2. A “missing ticket” is defined as any parking ticket other than a “lost ticket” which cannot be located by the Contractor to correspond to a transaction recorded in the cash register. Contractor assumes responsibility for all “missing tickets”. Any ticket that is accounted for in a daily report shall be deemed to have been collected upon by the Contractor and shall be included in the gross revenue deposited.
3. All other discrepancies in ticket value shall be reported daily to the City. If the Contractor can justify the discrepancy in writing to the satisfaction of the City, the amount undercharged or not collected is not owed by the Contractor. All amounts overcharged by Contractor and all overages (amounts received by Contractor in excess of amounts reported) shall be paid to the City irrespective of amounts undercharged or of shortages.

#### F. Record Keeping

1. Contractor shall establish a revenue control plan, as part of the Operations Procedural Manual, which is designed to prevent the loss of revenues through error, theft, or fraud. The revenue control system shall provide a complete audit trail for each transaction. Any permanent transaction files shall be secure so as not to be arbitrarily edited.
2. Contractor shall establish and maintain at the Facilities, books, records and systems of account, including all records relating to Revenue Control Equipment at the facilities in accordance with generally accepted accounting principles, consistently applied reflecting all business operations of Contractor transacted under this Agreement.
3. Contractor shall carry out, on an unannounced basis, an annual comprehensive audit program of its cashiers and fee computer receipts and shall report results of said audits to City. Contractor shall make recommendations to the City regarding the revenue control equipment as it relates to improved revenue control capability and/or loss of integrity.
4. The City will reserve the right to request at Operator’s expense, an audited financial statement at any time, no more than once per year.
5. Pursuant to Section 61 of the Berkeley City Charter, the City Auditor’s Office may conduct an audit of Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor’s employees and make all such financial, performance and compliance records available to the Auditor’s Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

#### G. Monthly Parking Permits

1. With respect to monthly parking for each facility, Contractor shall sell and issue monthly parking permits (key cards) upon proper payment.
  - a. Operator shall be responsible for the security of customer information to the most recent Payment Card Industry Data Security Standard (PCI-DSS) as updated by the Payment Card Industry Security Standard Council. For each Facility, Contractor shall maintain a waiting list of individuals or businesses that desire monthly parking in that Facility, and whenever a vacancy or vacancies occur, follow current City policies to contact those individuals or businesses on the waiting list.

2. Contractor shall record the name of the purchaser, date of issuance, and such other information as requested by City. In addition, Contractor will review, renew, and or revoke previously issued permits as appropriate.
3. Contractor shall conduct a monthly reconciliation of key cards issued and provide the City with a summary report.
4. If Contractor fails to exhaust the current waiting list in order to fill any existing vacancy or vacancies within ten (10) days from the date the vacancy occurred, the City may deduct from the Management Fee then due Contractor an amount equal to the monthly fees which would have otherwise been received from the unfilled vacancies until such vacancies are filled.

H. Payment Card Industry (PCI) Compliance for Third Party Providers

1. Operator shall be responsible for the security of customer information to the most recent Payment Card Industry Data Security Standard (PCI-DSS) as updated by the Payment Card Industry Security Standard Council.
2. Within 30 days of execution of this Agreement, Vendor shall provide an Attestation of Compliance (AOC) with scope verification that matches the type of service provided in the Agreement or other PCI compliance document as acceptable to the City. Vendor shall annually provide the AOC or other PCI compliance document acceptable to the City on the anniversary date of this Agreement or the AOC renewal date. During the contract term, Vendor must provide the City with a valid PCI compliance document.
3. At the same time that the Vendor provides its PCI compliance documents, Vendor shall provide a written acknowledgement of responsibilities for PCI controls. The acknowledgement shall provide that Vendor will maintain, on an on-going basis, all applicable PCI DSS requirements to the extent Vendor handles, has access to, or otherwise stores, processes, or transmits City customers' cardholder data or sensitive authentication data or manages the City's cardholder data environment on behalf of the City. Vendor shall sign the City's responsibility Matrix, acknowledging its role in PCI Compliance.
4. Within 30 days of any new Payment Card Industry Data Security Standards (PCI DSS) requirements, as issued by the PCI Security Standards Council, Vendor shall provide an updated written acknowledgement of responsibilities to include the new PCI DSS requirements.
5. Within 30 days of this Agreement, Vendor shall provide a copy of the Vendor's Incident Response Plan ("IRP") that will be implemented in the event of system and/or data breach/compromise. The IRP must be tested and updated at least annually. The IRP shall include but not be limited to:
  - a) Roles, responsibilities, contact names and communication strategies in the event of a data breach/compromise, including notification to the City and the payment card brands (Visa and MasterCard).
  - b) Specific incident response procedures.
  - c) Business recovery and continuity procedures.

- d) Data back-up processes.
  - e) Analysis of legal requirements for reporting compromises.
  - f) Coverage and responses of all critical system components.
  - g) Reference or inclusion of incident response procedures from the payment card brands (Visa and MasterCard).
6. Vendor shall provide documentation of its systems, as they pertain to the City's Cardholder Data Environment ("CDE"). The term "Systems" includes not only the information systems that collect and store data, but also all of their connections and components that are linked to the Cardholder Data Environment. Vendor shall provide CDE diagrams and narrative clearly illustrating and describing all connecting devices, processes (payment channels and business functions), technologies (e-commerce systems, internal network segments, processor connections, POS systems), people (technical support, telephone operators and those who may have access to card data) and locations (call centers, data centers and locations where cardholder data is stored, processed, transmitted or available in media: physical reports or e-reports.) In addition, Vendor shall provide documentation for the City to assess Vendor systems that store, process and transmit cardholder data. Vendor shall provide information about their credit card and debit card processing software and platform for the City to assess Vendor system compatibility with that of the City's merchant bank.
7. Vendor shall maintain an inventory of its system components, including, but not limited to: hardware, software, payment devices and locations which are part of its Cardholder Data Environment. Upon request by the City, Vendor shall provide inventory documentation for all its system components.
8. City hereby appoints Vendor as its agent to work directly with Sentry Control Systems in connection with PCI compliance issues relative to the PARCS equipment.
9. The City will review and verify Vendor's written acknowledgement of responsibilities for PCI controls, as stated in #2 above, at least once a year.

#### **Section 319. Ticket Storage**

1. Contractor shall retain and store dispensed and collected tickets, arranged by date and facility, to be made available to City for review and audit. Contractor may discard said tickets, after obtaining City's permission to do so, after three years from date of collection.
2. Contractor shall be responsible for protecting all parking tickets, new and used, from theft or other misuse and will be held accountable for all such tickets to the extent of their loss caused by Contractor's negligence or fault. All collected tickets will be stored in individual containers until daily report is completed and so as to be available for inspection by the City for a period of three years (3) from date of receipt. Upon request, Contractor shall make them available to appropriate officials for inspection and audit.

#### **Section 320. Discrepancies**

*City may hold Contractor responsible for discrepancies between the actual monies due from an individual patron and the actual amount collected. Any monies due City as a result of such*

*discrepancies shall be paid by Contractor, or if not so paid, may be deducted from Contractor's Management Fee when due.*

### **Section 321. Reports**

- A. **Daily and Weekly Reports:** Contractor shall create and maintain basic daily reports of financial and facility parking activity. These records shall be made available to City on a daily and weekly basis to the City's Public Works/ Transportation Division, to permit routine audit and general and detailed analyses of rates, fees due, cashier performance, and parking activity. City may prescribe the forms for keeping such records and reports.

Daily reports shall also include the following:

1. Reconciliation of tickets stocked, issued, and collected, including exceptions such as tickets lost due to maintenance, missing, or voided tickets, on a daily basis.
  - For each Facility, the maximum acceptable number of lost tickets, as calculated on a monthly basis, shall be one and one-half percent of the total number of tickets issued. For any month in which the lost tickets at any Facility exceed this maximum number, the City may deduct from Contractor's Management Fee then due an amount equal to the average daily fee possible for each missing ticket exceeding the one and one half percent maximum, at the discretion of the City.
2. Cashier shift reports identifying the Facility, the shift, the number of each fee amount collected, and the total for the shift shall be summarized monthly by day and date, and totaled for each Facility.
3. Daily revenue control equipment transaction tapes.

Weekly reports shall include the following:

1. Special reports of vehicles in the Facilities that appear to have been abandoned. Contractor shall attempt to contact owner of record by telephone and by registered letter before the vehicle is towed if registered in the monthly parking program.
  2. Length of stay by time of day, by day of week, number of vehicle entries and exits by time of day, by day of week, time of arrival and departure by day of week, percent occupancy by hour of day, by day of week, summary of number of cars parked and number of vehicles for special events.
  3. Report on time zone usage by facility for ½ hour increments; graph of usage by lot; and summary of number of cars parked.
- B. **Special reports and analyses that may be requested by the City.** Contractor shall be expected to generate this type of reporting on an as-needed basis and shall be requested to provide data in both hard copy and electronically. Contractor shall also provide a monthly report of merchants participating in the validation programs, number of validations purchased by each merchant, and the number of validations redeemed from each merchant. Contractor shall provide to City an accurate statement or report of daily transactions and other reports in such form and at such intervals as shall be specified by the City. Frequency for submitting daily reports shall be based on the cycle mutually agreed to by the Contractor and the City.
- C. **Monthly Accounting and Cost Analysis Report** Contractor shall additionally provide a monthly Accounting and Cost Analysis Report that details parking revenues recovered for

each Facility, and includes operating expenditure listings to include: number of days, payroll expense, insurance, professional services, supplies, garage and parking supplies, maintenance and repair, access card refunds, taxes and license fees, garage marketing/advertising. This report shall be submitted monthly by the 15<sup>th</sup> of the month for the previous month's expenses.

- D. **Other reports:** Contractor shall also file with City, at such times and form as may be specified by the City, such reports and information, in addition to that required by other provision of the contract, relating to the operation of the Parking Facilities.

**Section 322. Audits and Inspection of Books and Records**

1. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under the Agreement. Contractor will permit the City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, and materials covered by the Agreement.
2. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years after final payment under the Agreement or until after final audit has been resolved, whichever is later.

**Section 323. Fraud Prevention**

Contractor shall carry out on a routine and surprise basis a comprehensive audit program of its cashiers and fee computer receipts. Contractor shall establish and maintain a program for selection of employees assigned to the parking facilities and for monitoring their conduct in a manner that is reasonably calculated to preclude theft by Contractor's employees and other persons of parking facilities receipts. The City may also conduct routine and surprise audits of programs and records in accordance with Section 318, F.5 of this Agreement. In addition, the City may activate an independent, internal audit of Contractor activities related to this Contract. Contractor shall present to the City within thirty (30) days following the effective date of this Contract a written report describing the internal auditing procedures for both on-site operations and administrative operations as they apply specifically to the City's Facilities and revenue control equipment. This report shall be updated and current as new PARCS equipment is installed. When requested by the City, Contractor shall provide the City with a copy of revised or updated procedures.

**Section 324. Bankruptcy or Reorganization Proceedings**

In the event Contractor shall file a voluntary petition in bankruptcy, or that proceedings in bankruptcy shall be instituted against Contractor, and Contractor is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Contractor and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or that a receiver of Contractor's assets shall be appointed, City shall have the right to terminate this Contract forthwith. Such termination shall, in such instance, be deemed to occur upon the happening of any said events, and from thenceforth Contractor shall have no rights in or to the Facilities, or to any of the rights herein conferred, and City shall have the right to take possession of said Facilities forthwith. Contractor shall have no claim for damages against the City based upon such termination.

**Section 325. Obligations of City**

*The City shall be responsible for all maintenance and repairs of existing Facilities. City hereby appoints Vendor as its agent to work directly with Sentry Control Systems in connection with PCI compliance issues relative to the PARCS equipment. except as otherwise noted in this Agreement. The City shall pay for all utility services including gas, electricity, and water furnished to or used by Contractor on or about the Facilities. Except as otherwise provided under this Agreement, City shall provide and pay for the following:*

1. All electric, natural gas, water, and sewer services used in and on the Facilities.
2. Debt service with respect to City-provided land, buildings, and equipment.
3. All items in the nature of capital expenditures which the City may deem to be necessary or convenient in the operation of the Facilities, after giving due consideration to any express requests or recommendations of Contractor.

## **EXHIBIT K:** **PARKING FACILITY RATES AND HOURS OF OPERATION**

<b>Address</b>		<b>Telegraph Channing Garage</b> <b>2450 Durant Avenue, Berkeley, CA 94704</b> Located 2 blocks from UC Campus 436 Spaces, Height Clearance 6'6"
<b>Phone Number</b>		<b>(510) 843-1788</b>
<b>Days &amp; Hours of Operation</b>		<b>Mon - Thu: 7:00 AM to 1:00 AM</b> <b>Fri - Sat: 7:00 AM to 2:00 AM</b> <b>Sun: 8:00 AM to 10:00 PM</b>
<b>Hourly Rates</b>		
<b>Minute Increments</b>		
Up to 1 hour	(60 min)	FREE
1+ hrs	(61-120 min)	\$2.00
2+ hrs	(121-180 min)	\$4.00
3+ hrs	(181-240 min)	\$6.00
4+ hrs	(241-300 min)	\$16.00
5+ hrs (daily maximum)	(301+ min)	\$16.00
<b>Monthly Rates: Deposit for Monthly-card - \$25</b> (not to exceed 105 spaces)		<b>Regular Monthly Parking - \$160.00</b> <b>Motorcycle Monthly Parking - \$25</b>
<b>Early Bird (M - F, in by 9am, out by 6pm)</b>		<b>\$9.00</b>
<b>After 8PM flat rate</b>		<b>4.00</b>
<b>Overnight charge</b>		<b>20.00</b>
<b>Lost ticket</b>		<b>20.00</b>
<b>Bicycle</b>		<b>Free</b>
<b>Disabled parking – 8 spaces</b>		<b>Free</b>
<b>Merchant Validations</b>		<b>EZ Park Validation</b>
<b>Special Events</b>		<b>Football, Basketball &amp; Graduation – Up to \$25.00</b>

<b>Address</b>		<b>Oxford Garage</b> <b>Kittredge between Oxford Street &amp; Shattuck Avenue</b> <b>Berkeley, CA 94704</b> Located Downtown Berkeley 99 Spaces, 2 City CarShare Spaces Height Clearance 6'6"
<b>Phone Number</b>		<b>(510) 843-1788</b>
<b>Days &amp; Hours of Operation</b>		<b>Sun - Sat: 8:00 AM to 12:00 Midnight</b>
<b>Hourly Rates</b>		
<b>Minute Increments</b>		<b>Rates</b>
Up to 1 hour	(0-60 min)	2.00
1+ hrs	(61-120 min)	4.00
2+ hrs	(121-180 min)	6.00
3+ hrs	(181-240 min)	8.00
4+ hrs (daily maximum)	(241-300 min)	15.00
<b>Monthly Rates: Deposit for Monthly-card - \$25</b> (not to exceed 20 spaces)		<b>Regular Monthly Parking - \$170.00</b> <b>Motorcycle Monthly Parking - \$25</b>
<b>After 5PM flat rate</b>		<b>4.00</b>
<b>Overnight charge</b>		<b>15.00</b>
<b>Lost ticket</b>		<b>15.00</b>
<b>Bicycle</b>		<b>Free</b>
<b>Disabled parking – 4 spaces</b>		<b>Free</b>
<b>Merchant Validations</b>		<b>EZ Park Validation</b>
<b>Special Events</b>		<b>Football, Basketball &amp; Graduation – Up to \$20.00</b>

**EXHIBIT L:**  
**PROJECT MANAGEMENT -PARKING ACCESS & REVENUE CONTROL**  
**SYSTEM (PARCS) EQUIPMENT ACQUISTION & INSTALLATION**

**ARTICLE V: PARCS Equipment**

**Section 101. Equipment Purchase**

Contractor shall be responsible for overseeing the installation of new Ski Data Parking Access and Revenue Control System equipment, purchased by the City as specified for the new Center Street Garage parking facility, to include any required software upgrades, and the relocation of PARCS HUB equipment from the Telegraph Channing Garage to the new Center Street Garage.

CONTRACTOR will be responsible for ordering the PARCS equipment per approval, on the City's behalf, and ensuring that the PARCS equipment is installed and fully operational within the pre-determined schedule for the opening of the Center Street Garage (no later than August 1, 2017). Once the equipment is installed and fully operational for public use, the City must accept the equipment as properly installed.

- A. Physical security standards. City requires all servers and networking equipment to be located in access controlled (locked), ventilated cabinet or closet with a UPS. Contractor shall supply all cabinets and other enclosures required to properly house and protect the control system equipment and UPS.
- B. Equipment must be installed and fully operational before the scheduled opening of the Center Street Garage. Once installed, the PARCS equipment in each facility will require a Parking System Completion Test document which must be certified by the PARCS equipment vendor (Sentry Control Systems) as successfully completing all portions of the specified program testing (see Exhibit P). The subject categories for the PARCS testing are listed below:

Entry Lane Equipment	Exit Lane Testing
Card Key Access	Card Access Exit
Credit Card Entry	Credit Card Exit at Exit Stations
Pay of Foot Pay Stations	Pre-Paid Ticket Holder Exit at Exit Station
Unpaid Ticket at Exit Lane	Intercom Testing
Exit Lane Full Sign	Software- Report Writing
Revenue Reports	Count Monitor- Control Reports
Card Access Reports	Summary Reports

**Section 102. PARCS Installation-Project Management**

Contractor shall serve as project manager and is solely responsible for planning, coordination and project implementation with the City, subcontractors, vendors, merchants, suppliers, parking patrons, and all operational matters related to the installation of new PARCS equipment into City Facilities and relocation of PARCS equipment Hub to the new Center Street Garage Facility.

Contractor shall coordinate and oversee the installation of entire Parking Operations Access and Revenue Control System (PARCS) equipment relocation for a complete and operable control system.

Contractor shall coordinate all labor, materials, services, equipment and appliances required to perform all work to complete the PARCS relocation installation.

City shall maintain a PARCS equipment warranty from Sentry Control Systems Inc. Sentry Control Systems Inc. Contractor will manage the equipment if there are issues with it. City authorizes Contractor to open/manage trouble-tickets (work requests) with Sentry Control Systems to resolve equipment issues, and monitor quarterly maintenance schedule.

### **Section 103. PARCS Equipment Testing and Acceptance**

Once new equipment is installed and Hub equipment is relocated, the PARCS equipment in each facility will require a Parking System Completion Test document which must be certified by the PARCS equipment vendor as successfully completing all portions of the specified program testing.

Contractor, as the Project Manager is solely responsible for the oversight and successful completion of all PARCS equipment testing and certification. System testing (for each parking facility) shall be done in three phases:

1. Factory Acceptance Test;
2. On-Site Acceptance Test; and
3. 30-Day Operation Demonstration Test (ODT)

The first phase of the testing plan shall consist of a Factory Acceptance Test prior to shipment of all the System components. The second test phase shall consist of onsite inspection and test immediately following complete equipment installation and Hub equipment relocation for the entire PARCS at respective garages. The third phase shall consist of a 30-Day ODT following On-site Acceptance Test of that project phase and shall include completion of Exhibit P.

The Contractor is responsible to correct any deficiencies or problems found during these tests at no cost to the City. The Contractor must correct the problems identified in each testing phase before the acceptance of the System. All acceptance testing reports shall be submitted to the City and shall be approved before acceptance of these Systems.

All the test reports generated during FAT, SAT and ODT as a direct result of System tests shall not influence the City's Daily, Weekly, Monthly, and Yearly report and the System shall be able to separate the test reports from the actual operation/production reports.

### **Section 104. Factory Acceptance Test (FAT)**

- A. The Factory Acceptance Test shall be comprised of structured specific tests. Prior to shipment of the System, conduct a formal Factory Acceptance Test with the City designated representative in attendance. Notify the City in writing at least two weeks prior to the FAT that a dry run of the FAT has been successfully performed and that the System is ready for the formal testing. Also, certify in the notification that all documentation scheduled for completion prior to the Factory Acceptance Test is complete and ready for inspection.
- B. In the event the first attempt to pass the Factory Acceptance Test is not successful, correct the faults and then notify the City in writing at least one week in advance, that the faults found earlier are corrected and Sentry Control Inc. is ready for resumption of testing.

C. The test procedure shall:

1. Contain the test number, name and description for each test.
2. Define each step-by-step procedure, providing the expected response for each step and providing space for the actual response for each test.
3. Contain minimal reference to other documents.
4. Be structured so that simpler tests generally are run first.
5. Provide space, in the test documents, for approval/remarks by both the Proposer and the City representative for each test.

D. Testing shall include, but not be limited to, the following:

1. Verify correct inventory of hardware. This shall include all documentation and Proposer's manuals. Documentation shall include all drawings and as-built drawings.
2. Verify that all hardware is operational.
3. Demonstrate all hardware and software diagnostics.
4. Demonstrate all software and its functions and capacity.
5. Create and demonstrate proper handling of typical error and failure conditions, and power failure and System recovery.
6. Demonstrate that all software is operational, including fee calculating, editing software, fee calculation changes, summary reporting, logon, logoff, exception transactions, data transfer, and security functions.
7. Demonstrate the operation and performance of all Cashier Terminal, Facility Management System, and Central Management Computers including, but not limited to:
  - a. Quality control check on manufacturer.
  - b. Proper wiring and cabling.
  - c. Proper fee display.
  - d. Fee calculation and accuracy for all transactions.
  - e. Ticket reading.
  - f. Diagnostics.
  - g. Gate control.
  - h. Receipt issuing.
  - i. Summary reporting and format.
  - j. Data transfer/export.
8. Demonstrate the operation of the data collection device including, but not limited to, data collection, storage and transfer to the CITY's network, applications programs, editing functions and security software.
9. Demonstrate all functions of the ticket issuing dispensers including ticket issuing, encoding, low and empty ticket alarms, and gate controls.
  - a. Demonstrate entire system operation including interfacing to existing equipment (loop detectors, loops, and intercom system).
  - b. Verify that the hardware and software documentation accurately represents the System supplied by Sentry Control System.

- c. Visual tests including, but not limited to, verifying the outer frame of the hardware is free of sharp edges, and wire management inside the device is done according to the industry standards.

#### **Section 105. Site Acceptance Test (SAT)**

1. Upon installation of equipment, perform a Site Acceptance Test –SAT that is similar to tests that were performed for FAT. The SAT will demonstrate every function of the equipment under test and verify the integrity of the equipment. SAT shall be performed on all the PARCS devices (Proposer supplied equipment and integrated equipment that were reused in the new PARCS, such as, Pedestrian warning buzzers, Video cameras) to make sure that the System at the facility under SAT performs as a whole and without any compatibility and/or interface issues.
2. The tests shall be witnessed by the Contractor, project manager and the Parking Services Manager. Contractor shall notify the City in writing at least one week prior to the test that the equipment is ready for testing.
3. In the event that the test(s) are not successful in the first pass, correct deficiencies and notify the City at least two days in advance, that testing is ready to resume.

#### **Section 106. Operation Demonstration Test (ODT)**

1. Perform a 30-day Operation Demonstration Test. During this time PARCS will run on its own and demonstrate System functionalities without any interaction (including, but not limited to, fixing bugs, installing patches, and replacing hardware) from the Contractor or its employees.
2. In case of any modifications and/or troubleshooting to the PARCS, the City, at its own discretion, may require a reset of the ODT. In that scenario, the Contractor shall ensure that the issue is fixed within a reasonable time and after verification of the fix, ODT will resume from day one.
3. The test shall be unstructured and CONTRACTOR personnel shall be allowed to operate the Berkeley Facilities Systems with the SKI DATA equipment installers only observing. The System shall perform as specified and any deviations shall be corrected and re-tested.
4. During the ODT, all required data shall be accurately collected, stored, transferred to database, and accurately reported.
5. Upon repeated failure of the same problem in more than 30 percent of similar components or three times in individual device, the test shall stop until the problem is corrected and re-tested for 30 days (unless waived by the City).
6. Document and maintain, in a problem Log File, discrepancies found during testing. Describe the subsequent correction. The Contractor shall be responsible to verify proper operation of the System and its equipment.
7. Faulty and/or incorrect operation of major functions may, at the discretion of the City, be cause for suspending or restarting of any test.
8. ODT will also require successfully completing all portions of specified testing in (City's RFP Exhibit P.

Should the Contractor decide to cancel the contract prior the complete installation and testing of the PARCS, for reasons other than breach of contract by the City, the Contractor agrees to pay for the full portion of the PARCS equipment.

### **Section 107. Project Approach**

1. SAT will start after installation of the PARCS at individual parking facilities on facility by facility basis.
2. Unless approved by the City, installation of the PARCS at any subsequent facility shall not start until after the SAT of the last installation has been successfully completed.
3. ODT will be performed as the last step of installation project. ODT for each Facility will start after successful completion of City Acceptance Test (SAT) of all three Facilities.
4. Prior to the completion of ODT, Contractor shall provide City with a written Disaster Recovery Policies and Plan for Berkeley Facilities.
5. The City expects that in the event of a disaster or if the PARCS crashes, it would be brought up without loss of more than 36 hours of transactional data and without loss of user-configuration.

### **Section 108. System Training**

The training material shall include, but not be limited to, maintenance manuals, operational manuals and drawings of all system components and software.

- A. The training provided shall be for the overall Parking Control System. CONTRACTOR Project Manager shall coordinate and schedule the on-hands training to be provided by Sentry control Inc. prior to actual system acceptance to ensure City competence in the operation of the overall system.
- B. The CONTRACTOR Project Manager shall provide the City with written documentation describing the training procedures to be used by the Contractor and training schedule for staff as identified by City (System Training Plan). The training plan shall be approved by the City before the Contractor implements the plan.
- C. The Contractor shall conduct the following Owner training classes as a minimum:
  1. Detailed training and training documentation for City personnel concerning the use of the Parking Control System, its operating principles, and administrative capabilities. The Contractor shall ensure that City personnel become well acquainted with the operating and software systems to fully utilize system capabilities to aid in cost reduction and system management.
  2. Contractor will provide a structured training covering the knowledge areas described in the following subsections. Spot instruction will not constitute fulfillment of this portion of the contract.
- D. Operator Training
  1. At minimum, perform training for three operator levels. Contractor may suggest/include other levels of training:
    - a. **Level 1:** Cashier Training. Instruct CONTRACTOR personnel on all features of new cashier terminals (or Central Cashier stations) and procedures for generating shift reports.
    - b. **Level 2:** System Monitoring and Reporting. Train CONTRACTOR personnel on all parking management and monitoring features of the Facility Management System and Central/Remote Management Computer(s). Include basic data display and interpretation of graphics, addresses, system alarm and status descriptions, all manual commands, program change Operations, generation of all shift and management reports for operator levels one and two.

Upon completion of software training, a CONTRACTOR parking facility manager/supervisor must be knowledgeable to manage the System.

- c. **Level 3:** Total System Programming. Train the City and CONTRACTOR Management teams on all System operating and monitoring features. Including, but not limited to, on-the-job “hands on” training on reports, system configuration, and system monitoring. This training tract will be advanced audit, accounting, and data mining procedures. Representative(s) from the City will also attend all training sessions for Cashier and Manager/Operator.
  2. Training will be conducted by using the hands-on training methods and shall include demo(s) of the hardware and software features. After the initial PARCS installation, Contractor shall allow for modifications to the training program will be made to adjust subjects and dwell time on areas of the System that were commented upon from the initial training sessions.
- E. Maintenance Training
1. Maintenance training shall be performed. Contractor shall ensure CONTRACTOR personnel and designated City staff receive instruction on the proper maintenance and repair of all the parking revenue control equipment.
  2. Training shall cover normal Operations of equipment, common failures and repairs, detailed instruction of equipment Operations using Operations and maintenance manuals.
  3. Train the designated City staff on equipment safety, preventive maintenance and other basic troubleshooting steps.

## **EXHIBIT M:**

### **MAINTENANCE STANDARDS AND FORM OF MAINTENANCE SCHEDULE**

#### **Maintenance Standards**

The City of Berkeley's goal is to provide the public, at all times, safe, clean, sanitary, well-lighted, and efficient facilities. The following maintenance standards are designed to achieve this goal.

**Lighting:** All lights must be in working order and bright enough to convey a sense of safety, especially in and around stairways and restrooms. Burned-out or missing bulbs or lamps must be replaced within twenty-four (24) hours. Bulbs or lamps must be secured and must be the same color. Low Mercury fluorescent lights are to be used as replacement lights are needed. Non-working fixtures must be reported to Public Works (service request) within Forty-eight (48) hours.

**Light Standards:** All fluorescent tubular lighting must be all T-8 or smaller (HOT-5, etc.). No T-12s are allowed. Flood lighting, Pendant and canister fixtures must also be low mercury if fluorescent. Fluorescent Lighting Color MUST be 5000K; no exceptions. Incandescent lighting is not allowed. LED Lighting must provide the same deliverable lumens as T8 fluorescents.

**Walls & Doors:** All walls and doors must be kept clean and free of stains, dirt and graffiti. Special attention shall be given to restrooms and their surrounding areas. Graffiti must be removed or painted over within twenty-four (24) hours. Black marks from bumpers must be painted over as needed but, not less than once a month.

**Odors:** Foul odors must be removed within twenty-four (24) hours. Special attention shall be given to walkways, restrooms and their surrounding areas. Stairwells and sidewalks must be steam cleaned as needed but, not less than once a month.

**Cleaning:** Each Facility must be cleaned daily, including interior and exterior walkways, restrooms, parking areas and sidewalks. Parking areas and Facility floors must be swept, grease and oil must be removed, foul odors must be deodorized, pigeon droppings must be removed, and all litter must be removed. Public restrooms shall be inspected and cleaned at minimum, every two hours. All cleaning products must be Green Seal Certified or equivalent.

**Steam Cleaning:** Steam cleaning of each facility in its entirety shall be performed on a semi-annual basis. Best practices during cleaning process shall be used and all water shall be properly disposing of in accordance with City of Berkeley regulations. Wash water must be collected during the cleaning process (i.e. a mechanical scrubber that collects the dirty cleaning fluid as it cleans), and no water shall be discharged to the storm water system. At the discretion of the Parking Manager, steam cleaning may be required to be performed less frequently if the facilities, including interior walkways, are maintained in a clean and orderly state.

**Signs:** Signs must be easily understood and professionally made; not hand printed or copy machine reproduced. All signage must be approved by City's Parking Manager before being installed. Manager will be allowed to post nonprofessional signs only in case of an emergency, but the emergency signs

must be replaced within one week. Signs must also be repaired or replaced promptly when damaged (includes all wood, metal, plastic, within and/or upon parking facilities).

**Windows (where applicable):** All windows, mirrors and glass cases must be cleaned as needed but, in no event, not less than once a month. All windows visible to the public must be inspected daily and cleaned as needed. All Broken windows must be made safe immediately and kept secure until window is replaced.

**Safety Equipment:** Inspect equipment including fire alarm call boxes, fire extinguishers, and fire hose at least once a month. Any malfunction shall be reported to Public Works (service request) within twenty-four (24) hours. The malfunction shall be documented by the inspection date. Upon inspection of fire extinguisher dates, Contractor shall be initial each fire extinguisher as being checked. Closed circuit cameras and the intercom system must be inspected at least once a week and maintained by Operator.

**Parking Control Equipment Repair & Maintenance:** Parking Access and Revenue Control Equipment (PARCS) in each facility is to be monitored at least daily to ensure all equipment is operational. Broken or damaged gate arms are to be replaced immediately. Parking ticket and paper receipt jams are to be cleared immediately. Contractor must supply all system approved proximity cards, and supply and maintain all parking tickets, spare gate arms, and other parking supplies and equipment necessary for management of day-to-day operations. Operator shall promptly contact approved service vendor for equipment repairs beyond the scope of Operator's staff and/or under service warranty.

**Structural Inspections:** Structural inspections, including water leaks, exposed rebar, concrete cracks and metal rust must be performed and documented not less than once a year.

**Sidewalk Inspections:** Inspections of the sidewalks abutting the Facility for the presence of any sidewalk tripping hazards, including tree planting areas not at sidewalk grade, must be performed once a month. In the event any hazards are observed, such hazards shall be reported immediately to the City's Customer Service Center (service request).

**Other Work:** All other ordinary maintenance and repair work of the premises and equipment shall be done as needed.

**Security Personnel (Uniformed):** Operator may sub-contract services. Personnel shall direct patrons to parking areas and assist with traffic circulation in the Facilities in a friendly and courteous manner, redirect individuals who are loitering, deter and report individuals attempting to gain unauthorized access to Facilities or attempting to damage or steal vehicles or property, and perform all facility parking security responsibilities as noted in Exhibit J, Section 311 Security Requirements.

**Janitorial Services:** Operator may sub-contract services. All cleaning products/agents must be Green Seal Certified or equivalent. For specific requirements and schedule see Exhibit J, Section 308 Cleaning Requirements.

### Facility Maintenance Schedule

<b>TASKS</b>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Semi-Annually</u>	<u>Annually</u>	<u>As needed</u>
<b>Lights</b>							
Inspect	X						
Replace burned-out bulbs	X						
Inspect/Report broken fixtures	X						
Replace discolored covers	X						
Check elevator and stairwell bulbs	X						
<b>Janitorial/Maintenance Cleaning</b>							
Elevator areas	X						
Stairwell areas	X						
Public Lobbies	X						
Parking areas	X						
Restroom floors, walls & fixtures	X						
Litter Pick-up	X						
Clean inner and outer doors		X					
Windows	X						
Bird Abatement			X				
Landscaping –Center St Only			X				
Steam Clean stairwells			X				
Steam Clean Garage					X		
<b>Painting</b>							
Paint over graffiti	X						
Over other foreign marks		X					
Touch-up				X			
Inspect striping				X			
Touch up ceilings, walls, and railings						X	
Provide accent colors at elevator lobbies and stairwells for way finding							X
Restripe stalls & lanes – all levels						X	
Restripe stairwell & elevator lobby – non-slip textured floor paint						X	

<b>TASKS</b>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Semi-Annually</u>	<u>Annually</u>	<u>As needed</u>
<b>Elevators</b>							
Inspect elevator operations	X						
Graffiti removal	X						
<b>Signs</b>							
Inspect signs	X						
Repair & replace all signs		X					
Install and maintain directional signage for Vehicles & Pedestrians						X	
<b>Safety</b>							
Inspect fire alarm equipment	X						
Inspect exit lights	X						
<b>Surface Lots</b>							
Monitor and remove litter and debris	X						
Monitor lot perimeter and remove litter and debris	X						
Empty trash receptacles. Replace liners	X						
Repair signage as needed	X						
Inspect/Service Closed-Circuit cameras	X						
Wipe down parking pay stations	X						
Checked for burned out lights	X						
<b>Mechanical</b>							
Doors open/lock properly	X						
Inspect Parking Equipment/repair				X			
Inspect HVAC operations				X			
<b>Structural</b>							
Inspect for water leaks		X					
Inspect for exposed rebar				X			
Inspect metal for rust, doors, rails, exposed pipes conduits				X			

## **Exhibit M-1 Sample Green Cleaning Policy- Center Street Garage**

### **DRAFT - GREEN CLEANING POLICY**

#### **1.0 Intent and Goals:**

CITY wants to promote and encourage healthy and functional environments within their facilities for all occupants, including guests and employees. In order to do this, CITY wishes to limit exposure to chemicals and dirt that might be hazardous to human and/or environmental health. This policy has been developed to provide guidelines for management and operations teams for purchasing, using, and training staff regarding cleaning products, equipment, and processes that create a safe and healthy environment for the occupants, and, in extension, the connected natural ecosystems.

#### **2.0 Scope:**

This Green Cleaning Policy applies to the occupied spaces within the parking structure. The policy detailed and discussed herein will act as a guiding document for the building's cleaning products, equipment, and procedures at 2025 Center Street, Berkeley, CA 94704.

#### **3.0 Responsible Parties:**

The management and operational team at CITY is responsible for education, communication, and implementation of this Green Cleaning Policy overseen by the [Title], [Name of responsible party, i.e. individual]. The operational/management team includes:

[Name of responsible party] – [Title] [PROJECT NAME], [Project Address]

#### **4.0 Policy Performance Measurement and Requirements:**

The Green Garage Certification requirements for the Cleaning Procedures – Occupied Spaces credit are as follows:

- All maintenance personnel are trained to properly use, maintain, and dispose of all cleaning products within the facility's occupied space. This strategy includes written policy directives, guidelines, training, and manuals to ensure proper implementation.
- 75% of cleaning chemicals used in occupied space and hand cleaners (by total cost) must meet at least one of the standards listed below:
  - Cleaning products:
    - Green Seal GS-37 Cleaning Products for Industrial and Institutional Use
    - Environmental Choice CCD-110 Cleaning and Degreasing Compounds
    - Environmental Choice CCD-146 Hard surface Cleaners
    - Green Seal GS-40 Floor Care Products for Industrial and Institutional Use
    - Environmental Choice CCD-112 Biological Digestion Additives for Cleaning and Odor Control
    - Environmental Choice CCD-113 Drain and/or Grease Trap Additives
    - Environmental Choice CCD-115 Odor Control Additives
    - Environmental Choice CCD-147 Floor Care Products

- Hand cleaners:
  - Green Seal GS-41 Hand Cleaners for Industrial and Institutional Use
  - Environmental Choice CCD-104 Hand Cleaners Industrial and Institutional Use

CITY will track the performance metrics as follows:

- Purchase of Sustainable Cleaning Products: Develop and track by means of excel spreadsheets, or other means, the cost of new purchased products in accord with Cleaning Procedures – Occupied Spaces. Review of cost tracking to be done on a yearly basis with vendors as applicable to allow CITY to make adjustments in purchasing to keep on track with stated goal, by cost, of 75% implementation. Maintain copies of an invoice from the parking structure's cleaning supply distributor detailing supplies purchased with distributor contact information.
- Maintenance Personnel Training and Education: Develop and track by means of excel spreadsheets, or other means, a list of training events and details provided by its vendors for their respective janitorial personnel. Review of this list to be done on a yearly basis with vendors to allow CITY to make adjustments as needed to ensure proper education and training is being provided for vendor janitorial personnel.
- Hand Hygiene: Develop and track by means of excel spreadsheets, or other means, a list of training events for hand hygiene and on-site spot checks, provided by vendors, for their respective janitorial personnel. Review of this list to be done on a yearly basis with vendors to allow CITY to make adjustments in hand hygiene program to keep on track with goal of 100% implementation.

## **5.0 Procedures and Strategies:**

The strategies outlined in the following section will be used as a guideline for adopting high-performance and high-efficiency cleaning practices that are as low-impact as possible regarding environmental, human, and the economic health at CITY.

In order to ensure the successful implementation of the Green Cleaning Policy, CITY is requiring that all relevant vendors and Responsible Parties (maintenance personnel) are informed of these policies and comply with the actions below:

- Review the targeted strategies within the policy.
- Determine to what extent the policy can be implemented within the building, and its cost impacts.
- Discuss pertinent policy issues with the appropriate service suppliers/vendor.
- For strategies targeting Green Garage Certification credits, develop written implementation plans and discuss them with relevant parties.
- Obtain relevant parties' approval in writing.
- In the event that vendor or contractor is unable to implement the policy or parts of the policy, it needs to provide a written rationale for non-compliance.

CITY encourages the safe and responsible use and storage of cleaning chemicals to minimize accidental leaks, spills, and unsafe levels of exposure to chemicals, for staff, guests, and food stores. The safe and effective storage of chemicals and availability of information and proper equipment for safe handling are required, and the manager and on site supervisor, in charge of training employees must ensure that other staff are properly educated on safe chemical use and handling.

## **Cleaning Procedures – Parking Decks**

CITY is implementing green cleaning practices for the parking decks in addition to occupied spaces. Selected requirements for the parking decks include:

- Spot clean oil spills at least twice a year with an environmentally friendly safe oil degreaser. Degreasers should meet at least one of the following environmentally safe standards:
  - Green Seal GS-34: Cleaning and Degreasing Agents
  - Green Seal GS-37: Cleaning Products for Industrial and Institutional Use
  - Environmental Choice CCD-110: Cleaning and Degreasing Compounds
  - Green Seal GS-40: Floor Care Products for Industrial and Institutional Use
- Sweep the parking structure at least every month (and ideally once a week) by an electric sweeping mechanism. Any sweeping debris or waste should be disposed of in compliance with local, state, and federal regulations. If cleaners are used during the power scrubbing process, they must meet at least one of the standards listed above.
- Scrub parking structure with a power scrubber regularly, decreasing the amount of wash downs needed each year and conserving water. Any scrubbing debris or waste must be disposed of in compliance with local, state, and federal regulations. Furthermore, any cleaning supplies used in the power scrubbing process are environmentally safe products as detailed above.

## **Green Cleaning – Implementation of Standard Operating Procedures**

CITY encourages the creation of Standard Operating Procedures (SOP's) that describe how the building's cleaning and floor and carpet care systems will be developed, implemented, enforced, and audited on a consistent basis. In addition, these SOP's will describe the cleaning of food-contact surfaces, dishes, glassware, silverware, ovens, and other kitchen/restaurant specific items and areas. Goal is for 75% implementation for Occupied Spaces and 100% for Parking Decks, which is to be reviewed on a yearly basis with the [Name of responsible party] and the Vendor. The SOP's will promote the following strategies:

- The reduction or elimination of potentially hazardous chemicals
- The removal of particulate contaminants when possible
- The preservation of building surfaces from harm during cleaning
- The reduction of contaminant entry into the building
- Zero-tolerance for any chemical-food cross-contamination

- Priority of food safety for employees and guests
- Proper training of employees and occupants regarding amounts of green chemicals used to avoid waste of chemicals
- Identify and protect vulnerable building occupants who are sensitive to the impacts of cleaning products and practices.
  - Identify vulnerable occupants with special needs or sensitivities to cleaning products and practices and take steps to minimize negative impacts of cleaning on those occupants. Such building occupants can be but are not limited to:
    - Elderly individuals.
    - Individuals with disabilities.
    - Individuals with asthma or respiratory illnesses.
  - Develop a cleaning schedule that meets the cleaning needs of the building efficiently and effectively, while minimizing exposures of cleaning products and practices to vulnerable occupants. The Contract Administration Manager and Quality Assurance Supervisor will reassess the cleaning schedule every six months to maintain efficiencies and prevent redundant cleaning.
- Establish an effective cleaning and hard floor and carpet maintenance system to protect building occupants and maintenance personnel, with special attention to vulnerable populations.

### **Green Cleaning – Maintenance Personnel Training and Education**

CITY requires the effective training of all maintenance staff responsible for any cleaning tasks that include the use of chemicals and machinery to ensure that the Green Cleaning Policy and those procedures discussed herein are carried out within the building and affected areas on a consistent basis. [PROJECT NAME, Name of responsible party] requires that [Vendor] staff must be properly educated about all green cleaning products (Green Seal certified products, Environmental Choice CCD products, etc.) and procedures, as well as their goals, to ensure that the program is carried out effectively and consistently. Personnel/staff training will include:

- Training in the potential hazards, proper use, handling, storage, emergency spill procedures, and disposal and recycling of cleaning chemicals and equipment, including their packaging, which will attempt to be reduced in any way possible.
- Training must be provided before the use of chemicals if the cleaning chemicals are hazardous.
- Training in the proper use of personal protective equipment required for using the cleaning product, such as gloves, safety goggles and respirators or as recommended by the product manufacturer.
- Training to obtain and use hazard information, including an explanation of labels and MSDSs (Material Safety Data Sheet).
- Training at a level and in a language and vocabulary that can be understood.
- Training in the use of chemical concentrates and the appropriate dilution procedures to

minimize chemical use hazards.

- Training in the use of sustainable cleaning materials and products covered under Green Garage Certification – Cleaning Procedures, Occupied Spaces credit and on the use of cleaning equipment covered Cleaning Procedures, Parking Decks.
- Training in the proper use of machinery used frequently by staff such as, floor scrubbers, sweepers, etc. that require periodic cleaning and use of chemicals and directly influence the smooth operations of CITY.

[PROJECT NAME, Name of responsible party or Vendor] will provide an annual report of janitorial staff training completion and will be reviewed by [Owner] Facilities and Maintenance [Name of responsible party, Title].

### **Green Cleaning – Handling and Storage of Cleaning Chemicals**

CITY has developed the following guidelines for the safe handling and storage of cleaning chemicals.

- Obtain and maintain Material Safety Data Sheets (MSDS) for all hazardous cleaning products and chemicals used in the building. MSDS sheets must be readily accessible to workers.
- Warn workers not to mix cleaning products that contain bleach and ammonia.
- Operating ventilation systems as needed during cleaning tasks to allow sufficient air flow and prevent buildup of hazardous vapors.
- Provide workers with a place to wash up after using cleaning chemicals.
- Keep cleaning chemicals in a locked, secured area.
- Ensure that all containers of cleaning products and chemicals are labeled to identify their contents and hazards.
- Check for expiration dates. If expired chemical is hazardous dispose per EPA or California hazardous waste regulatory agency laws.
- Follow directions on product label for the correct disposal of empty containers.
- Keep containers tightly sealed and dry. Whenever possible keep chemicals in a space with dedicated air exhaust.
- Keep containers with chemicals that can rupture or shatter upon falling in cabinets with closeable doors or shelves with edge rails. Secure storage cabinets/shelves to walls in earthquake prone zones.

### **Green Cleaning – Hazardous Cleaning Chemical Spill Management**

CITY requires regular inspections of the cleaning chemicals storage facility and proper training of maintenance personnel per section “Maintenance Personnel Training and Education” when hazardous cleaning chemicals are present on-site. This section covers only incidental hazardous cleaning chemical spills that may occur in the building or building grounds that do not pose a significant safety or health hazard to employees in the immediate vicinity nor does it have the potential to become an emergency within a short time frame.

- Train personnel to identify hazardous cleaning chemicals that may be present and what would constitute a spill.

- If hazardous cleaning chemicals are kept in the building ensure that appropriate spill-containment material, as recommended by the manufacturer, is kept on hand for a spill.
- Conduct regular training with maintenance personnel of incidental spill procedures and the specific actions needed based on the particular hazardous cleaning chemicals that may be present on-site.
- First, cordon off the spill area, or place warning cones, to prevent occupants from inadvertently spreading the contamination over a larger area.
- Train maintenance personnel to notify persons in the immediate area that a spill has occurred and to notify their maintenance supervisor of the spill at once.
- Contain any volatile material within a room by keeping doors closed. Close of any return air grilles and open windows if possible or increase air extraction exhaust if possible.
- Maintenance personnel supervisor should evaluate the toxicity, flammability, and other hazardous properties of the chemical, and action recommended, based on consulting the MSDS for the specific hazardous chemical(s) which shall be kept on-site at all times. Supervisor should evaluate the size and location of the spill to determine whether evacuation or additional assistance is necessary.
- It is strongly encouraged for the supervisor to call the manufacturer of the chemical, usually listed in the MSDS with an emergency call number, for immediate assistance and escalation of incident if deemed necessary.
- Wear protective equipment such as goggles, apron, laboratory coat, gloves, shoe covers, or respirator. Base the selection of the equipment on the hazard and the recommendations of the chemical manufacturer for clean-up procedures.
- Dispose of all materials used for clean-up per EPA or California hazardous waste regulatory agency laws.

**EXHIBIT N:**

**CITY OF BERKELEY PROPERTY EQUIPMENT INVENTORY  
PARKING CONTROL OR BUILDING ACCESS SYSTEM EQUIPMENT**

<b>Quantity</b>	<b>Description</b>
9	SKIDATA Barrier Gates
2	SKIDATA Credit Card (CC only) Pay on Foot Machines
13	SKIDATA Interface Boards
4	SKIDATA Easy Cash Full Service Pay on Foot Machines
4	SKIDATA Entry Column
5	SKIDATA Exit Column
3	SKIDATA Control PC's
4	SKIDATA Manual Pay Station
3	SKIDATA Process Servers
1	Commend G3 Intercom System
1	Laser Printer
32	IP Cameras
1	Validation equipment E-Val

## **EXHIBIT O:** **PARKING ACCESS AND REVENUE CONTROL EQUIPMENT –** **PARCS SPECIFICATIONS**

<b>PAY ON FOOT STATION</b>	
<b>PRODUCT NAME</b>	<b>QUANTITY</b>
<b>FULL SERVICE EASY CASH POF</b> <ul style="list-style-type: none"> <li>1. License, SQL 2008 SRV-CAL/V2, MS SQL x (1.00)</li> <li>2. SFTW MS XP Embedded - Order with SKIDATA PC's only x (1.00)</li> <li>3. POF Easy.Cash Rack x (1.00)</li> <li>4. POF-EC Bank Note Reader &amp; Recycler x (1.00)</li> <li>5. POF-EC Coder Unlimited x (1.00)</li> <li>6. POF-EC Coder Unlimited Feeder+ x (1.00)</li> <li>7. POF-EC Crosswise Barcode x (1.00)</li> <li>8. POF-EC Easy Cash Basic Unit (3-Color) - Order with 946010324 x (1.00)</li> <li>9. POF-EC Mag Stripe Reader (1 way) x (1.00)</li> <li>10. Hardware LVPs x (8.00)</li> <li>11. Weigand converter board for SKIDATA x (1.00)</li> <li>12. ProxPoint Reader, Wiegand Output (Beige) x (1.00)</li> </ul>	3
<b>Credit Card Only POF</b> <ul style="list-style-type: none"> <li>1. Basic Unit Credit.Cash V3 x (1.00)</li> <li>2. POF-CC Coder Unlimited x (1.00)</li> <li>3. POF-CC Coder Feeder+ x (1.00)</li> <li>4. POF-CC Mag Stripe Reader (1 way) x (1.00)</li> <li>5. POF-CC Crosswise Barcode x (1.00)</li> <li>6. POF Credit.Cash Rack x (1.00)</li> <li>7. License, SQL 2008 SRV-CAL/V2, MS SQL x (1.00)</li> <li>8. SFTW MS XP Embedded - Order with SKIDATA PC's only x (1.00)</li> <li>9. Weigand converter board for SKIDATA x (1.00)</li> <li>10. ProxPoint Reader, Wiegand Output (Beige) x (1.00)</li> </ul>	1

<b>CASHIER STATION</b>	
<b>PRODUCT NAME</b>	<b>QUANTITY</b>
<b>MANUAL PAYSTATION W/RFID FOR CASHIERED EXIT</b> <ul style="list-style-type: none"> <li>1. DT Coder Cable for Cash Drawer Contact x (1.00)</li> <li>2. DT Desktop Coder Unlimited x (1.00)</li> <li>3. DT Crosswise Barcode x (1.00)</li> <li>4. DT Mag Stripe Reader (1 way) x (1.00)</li> <li>5. DT RFID Kit for Coder Unlimited x (1.00)</li> <li>6. MISC Cash Drawer x (1.00)</li> <li>7. MPS Fee Display - Power Supply x (1.00)</li> <li>8. MPS Fee Display - Backlight x (1.00)</li> <li>9. SFTW Exit Cashiering x (1.00)</li> <li>10. SKIDATA OEM PC - Dell XE DT x (1.00)</li> <li>11. Hardware LVPs x (5.00)</li> </ul>	1

VOIP INTERCOM	
PRODUCT NAME	QUANTITY
<b>COMMEND GE300 9-12 SUBSCRIBERS WITH TEL CARD</b> <ul style="list-style-type: none"> <li>1. G3 GE 300 IP-Intercom Server x (1.00)</li> <li>2. G3 - Intercom subscriber card G3-GET-4B x (3.00)</li> <li>3. G3 - License upgrade G3 GET-4B to G3-GET-4P x (1.00)</li> <li>4. Desk Station, Handset 6 Digit alphanumeric Display x (1.00)</li> <li>5. G3 Telephone Interface Card x (1.00)</li> </ul>	1

LANE EQUIPMENT	
PRODUCT NAME	QUANTITY
<b>EXIT POWER.GATE UNLIMITED, HID</b> <ul style="list-style-type: none"> <li>1 Power.Gate-EXIT x (1)</li> <li>2 CO UNLIMITED BU x (1)</li> <li>3 CO UNLIMITED FEED+ x (1)</li> <li>4 CO UNLIMITED BC C x (1)</li> <li>5 CO UNLIMITED 1x2 MAG x (1)</li> <li>6 Power.Gate/ Lite.Gate Touchscreen 7" x (1)</li> <li>7 Hardware LVPs x (6)</li> <li>8 Power.Gate User Interface Illuminated x (1)</li> <li>9 Power.Gate /Lite.Gate contour stripe illuminated x (1)</li> <li>10 Power.Gate Interface extension large x (1)</li> <li>11 Power.Gate Intercom analog x (1)</li> <li>12 Power.Gate/Lite.Gate lock keyed the same x (1)</li> <li>13 Weigand converter board for SKIDATA x (1)</li> <li>14 Power.Gate Ticket Tray - Small x (1)</li> </ul>	3
<b>ENTRY POWER.GATE BASIC, HID</b> <ul style="list-style-type: none"> <li>1. Power.Gate-ENTRY</li> <li>2. Power.Gate Ticket Tray - Small</li> <li>3. CO BASIC BU</li> <li>4. CO BASIC FEED</li> <li>5. CO UNLIMITED BC C</li> <li>6. Power.Gate/ Lite.Gate Graphic Display 7"</li> <li>7. Hardware LVPs</li> <li>8. Power.Gate User Interface Illuminated</li> <li>9. Power.Gate /Lite.Gate contour stripe illuminated</li> <li>10. Power.Gate Interface extension large</li> <li>11. Power.Gate Intercom analog</li> <li>12. Power.Gate/Lite.Gate lock keyed the same</li> <li>13. Weigand converter board for SKIDATA</li> </ul>	2
<b>AC-BARRIER.GATE-ADA NON-ILLUMINATED</b> <ul style="list-style-type: none"> <li>1 AC-Barrier.Gate-BASIC-US x (1)</li> <li>2 AC-Barrier.Gate-CABLE-LOOPDE x (1)</li> <li>3 AC-Barrier.Gate-DET x (1)</li> <li>4 AC-Barrier.Gate-F-BOOM 2.5-2.34 x (1)</li> </ul>	5
<b>RED / GREEN LIGHT - LED</b>	12
<b>LOT FULL SIGN &amp; MOUNTING POLE</b>	2
<b>VEHICLE DETECTION LOOPS (CUT, WRAP,AND SEAL)</b>	18
<b>PROTECTION POST</b>	20
SPACES AVAILABLE SIGN	
PRODUCT NAME	QUANTITY
<b>SPACES AVAILABLE SIGN (WALL MOUNT)</b>	2

TERMINAL CREDIT CARD ACCEPTANCE	
PRODUCT NAME	QUANTITY
SIX PAYMENT SERVICES EMV CONTACT READER XENOA ECO	6
SIX PAYMENT SERVICES EMV SETUP--ONE TIME	1
SIX PAYMENT SERVICES EMV ATTENDED TERMINAL YOMANI XR	1

ACCESSORIES / OTHER	
<i>PRICING IS LUMP SUM &amp; INCLUDES APPLICABLE TAXES, LABOR, &amp; FREIGHT</i>	
PRODUCT NAME	QUANTITY
CAT 6 CABLE	20

SOFTWARE	
<i>PRICING IS LUMP SUM &amp; INCLUDES APPLICABLE TAXES, LABOR, &amp; FREIGHT</i>	
PRODUCT NAME	QUANTITY
SFTW NON SKIDATA READER, EACH ADDL READER	5

PARKING GUIDANCE SYSTEMS	
PRODUCT NAME- UNKNOWN	QUANTITY
CAMERA BASED COUNT SYSTEM (PER SPACE)	721

CCTV SYSTEM	
PRODUCT NAME	QUANTITY
CAMERA, 3MP, 360 PTZ	4
CAMERA, 3MP LICENSE PLATE	6
PANASONIC 16CH H.264 DVR VMD SEARCH 3TB DVR	2
CCTV PINHOLE COLOR CAMERA (INTEGRATED IN LANE EQUIPMENT)	9
CAMERA BRACKET	10
Optional Items- Point-of-Sale Add-Ons	
Print @ Home 2D Barcode Scanner for Easy.Cash (New equipment)	3
Print @ Home 2D Barcode Scanner for Easy.Cash (Legacy equipment)	1
Optional Items-LAND EQUIPMENT ADD-ONS	
PRODUCT NAME	QUANTITY
Power.Gate Print @ Home 2D Barcode Scanner for Entry Exit Column & CC-Only POF (New equipment)	6
Power.Gate Print @ Home 2D Barcode Scanner for Entry	4
Protection Post	1
Mounting Plate for Columns & Gates 1. Mounting Plate - Lane Equipment x (1.00)	1

## **EXHIBIT P:** **PARCS EQUIPMENT PROGRAM TESTING**

### **Parking Access and Revenue Control System (PARCS) Equipment Program Testing**

The Operator is responsible for project management of equipment acquisition and installation of the Parking Access and Revenue Control System. Once the system is installed and fully operational, equipment testing shall be conducted at each facility by the PARCS equipment vendor (Sentry control System Inc.), and certified as completed/fully functional. The signed documentation must be submitted to the City before final payment. The following testing program is required:

### **ENTRY LANE EQUIPMENT**

#### **Ticket Vend Test**

1. For system with vehicle detection armed ticket dispenser issuance, attempt to vend ticket without arming loop activation (no vehicle or metal on loop). If ticket dispenser is armed ticket shall not issue.
2. Attempt to vend ticket with loop activated, ticket shall be issued.
3. Gate opens.
4. Gate closes automatically from signal from safety-close loop at gate arm after vehicle passes from gate arm path.
5. Retain ticket to check ticket tracking in software test.

#### **Card Access Test**

1. Attempt to use card without arming. Gate shall not open.
2. Attempt to use card with arming. Gate opens.
3. Attempt to issue ticket after card use. Ticket shall not vend.
4. Gate closes automatically from signal from safety-close loop at gate arm after vehicle passes from gate arm path.
5. For systems with anti-passback: Attempt to reuse same card at entry prior to using card for exit. Gate shall not open.

#### **Credit Card Entry**

1. Insert credit card in entry station. Card shall be returned. Gate shall open.

#### **Pay-On-Foot Stations**

1. Confirm pay station voice prompt to insert ticket, ticket acceptor sequential lighting operative.
2. Insert valid entry ticket in the ticket acceptor. Voice prompts for insertion of validation coupons or credit card.
3. If the ticket has a magnetic code validation, or a validation ticket is inserted, the validation shall be displayed.
4. The adjusted fee due shall be displayed.
5. The voice prompt will request credit card or cash payment.
6. The cash amount tendered shall be displayed.
7. The change amount shall be displayed.
8. If a credit card is utilized for payment the card shall be inserted and returned.
9. A receipt shall be programmed to be printed either automatically or initiated by pressing a blinking soft button.

10. Pay station collection, replenishment, and reports shall be tested step-by-step per training manual instructions.

### **EXIT LANE TEST**

#### **Cashier Exit**

1. If arming is utilized, attempt to start transaction without arming. Transaction shall not initiate.
2. With lane armed (vehicle on arming loop), insert valid entry ticket in the validator. Fee computer display and LED fee display shall display fee due.
3. If the ticket has a magnetic code validation, the validation shall be displayed.
4. If the validation is a validation coupon (pre-encoded ticket) the coupon(s) will be inserted into the validator.
5. The adjusted fee due shall be displayed.
6. The cash amount tendered shall be entered into the fee computer and be displayed.
7. The change amount shall be displayed.
8. If a credit card is utilized for payment the card shall be swiped.
9. A receipt shall be printed either automatically or initiated by a keystroke depending on the system configuration.
10. Once change is tendered and the cash drawer closed, the gate shall open.
11. Once the vehicle passes over the exit-safety loop the gate shall automatically close.
12. Hardware to export parking occupancy count information

#### **Card Access Exit**

1. If the system is utilizes arming, the card shall be passed or swiped without arming (no vehicle on loop). The gate shall not open.
2. With the system armed a card shall be passed or swiped and the gate shall open.
3. If a card configured for debit is utilized and the card reader includes a display, the account balance shall be displayed is so configured.
4. Once the vehicle passes over the exit-safety loop the gate shall automatically close.

#### **Credit Card Exit at Exit Station**

1. If a credit card is utilized for entry in a credit card in/credit card out system, the same credit card shall be inserted in the exit station reader. Per configuration the credit card shall be validated in real time DSL.
2. A validation coupon can then be inserted into the exit station.
3. A valid card shall be returned to the cardholder and a receipt issued.
4. The gate shall open.
5. Once the vehicle passes over the exit-safety loop the gate shall automatically close.

#### **Pre-Paid Ticket Holder Exit at Exit Station**

1. Ticket is inserted into exit station.
2. The gate shall open.
3. Once the vehicle passes over the exit-safety loop the gate shall automatically close.

#### **Unpaid Ticket at Exit Station**

1. Ticket is inserted into exit station.
2. Validation coupon can then be inserted into the exit station.
3. Credit card shall be inserted into the exit station.
4. Credit card shall be returned to cardholder.

5. Receipt shall be issued.
6. The gate shall open.
7. Once the vehicle passes over the exit-safety loop the gate shall automatically close.

#### **Intercom Test**

1. Assistance button at each intercom shall be pressed, communication with master station shall commence.
2. Cameras\on integrates with assistance button at each intercom shall be pressed, viewing at master station.

#### **Exit Lane "Full Sign"**

1. Count software shall be configured to shunt ticket dispenser(s) and activate "FULL SIGN" when count reaches pre-programmed "full" level.
2. Ticket dispenser shall be reactivated an FULL SIGN de activated when pre-programmed number of spaces become available.
3. Ticket dispenser shall be reactivated an FULL SIGN de activated when pre-programmed number of spaces become available.

### **SOFTWARE TEST**

1. Display and run all standard reports based on system data.
2. Software exporting parking occupancy count information at a minimum 60-second intervals and saving this information in "commas delineated" file format for use by a future parking guidance system.

### **REVENUE REPORTS**

1. Run each report.
2. General Totals
3. Daily Revenue
4. Attendant Totals
5. Attendant Sign on/off
6. Daily Revenue
7. Parking Fee
8. Validation
9. Transaction Reports
10. Ticket Tracking Reports
11. Alarms/Events
12. User Changes
13. Power Up

### **COUNT MONITOR-CONTROL REPORTS**

1. Count Total
2. Count Statistics
3. Entry/Exit
4. Entry/Exit Transient
5. Count Lane Volume
6. Count Remote Vend
7. Count Alarms

8. Differential Count changes

**CARD ACCESS REPORTS**

1. Card Status
2. Card Activation
3. Card Activity
4. Quick Card Search Activity
5. Access Group Activity
6. Last Activity
7. Holiday Report
8. Cardholder Report
9. Debit
10. Credit Card
11. All Credit Card Acceptance devices
12. Alarms
13. User Changes
14. Reader Performance
15. Reader Events

**SUMMARY REPORTS**

1. Entry/Exit
2. Duration of Stay

**Note:** The revenue control system shall provide the hardware and software necessary to exporting parking occupancy count information at a minimum 60-second intervals and saving this information in “commas delineated” file format for use by a future parking guidance system. The RCS shall have the ability to transmit this information via a serial interface to the PGS.

**INFORMATION TECHONOLGY**

- PCI-DDS Compliant meting all requirements
- System Failure

## • EXHIBIT Q: COMPENSATION COST PROPOSAL

- **Cost Proposal Template**
- Proposers must complete the Cost Proposal Template below. An electronic spreadsheet version of this template can be found at:  
<http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=7128&portalID=20.>)

<b>City of Berkeley Specification No.</b>			
<b>Off-Street Parking Facility Management</b>			
<b>1. Monthly Management Fee *</b>			
* Yearly increases are pegged to San Francisco Bay Area CIP index. For this proposal, assume 3%/year			
<b>1a) Monthly Management Fee (Months 1-12) for Telegraph Channing and Oxford Garages ONLY</b>			
	<b>Telegraph Channing</b>	<b>Oxford</b>	<b>Berkeley Way Lot</b>
Personnel and Benefits <sup>1</sup>			
Equipment Maintenance			
Insurance			
Transaction Costs			
Other: _____			
<b>Total Monthly Fee per Facility</b>			
<b>Total Monthly Fee Months 1-12</b>			
<b>1b) Monthly Management Fee (Months 13-24) for 3 Garages</b>			
	<b>Telegraph Channing</b>	<b>Oxford</b>	<b>Center Street</b>
Personnel and Benefits <sup>1</sup>			
Equipment Maintenance			
Insurance			
Transaction Costs			
Other: _____			
<b>Total Monthly Fee per Facility</b>			
<b>Total Monthly Fee Months 13-24</b>			
<sup>1</sup> Personnel and Benefits must be listed for all proposed staff in cost sections 1, 2 and 3 as part of <b>Table 1: Hourly Rates of Parking Management Personnel</b> in this Exhibit.			

1c) Monthly Management Fee (Months 25-60)			
	<b>Telegraph Channing</b>	<b>Oxford</b>	<b>Center Street</b>
Months 25-36 (Year 3)			
Months 37-48 (Year 4)			
Months 49-60 (Year 5)			

**2. One-time Center Street Costs**  
One-time costs associated with the full operation of Center Street Garage in approx. August 2017

	<b>Center Street</b>
Personnel and Benefits <sup>1</sup>	
Equipment	
Insurance	
Software and Reporting	
Other: _____	
<b>Total</b>	

**3. As-Needed Services**

3a) Event Parking Planning and Coordination

	<b>Per Event</b>
Personnel and Benefits <sup>1</sup>	
Equipment	
Permits	
Other: _____	
<b>Total</b>	

3b) Parking Valet Services

	<b>Per Event</b>
Personnel and Benefits <sup>1</sup>	
Equipment	
Permits	
Other: _____	
<b>Total</b>	

[illegible]

## Parking Unit Rates

In the event of change orders, additions or withdrawals of services, the pricing terms listed below shall be used to determine rate of pay. Annual Inflatior: Effective August 8, 2017, these rates will be increased annually on July 1<sup>st</sup> for the term of the contract based on the April CPI for the San Francisco Bay Area All Consumers not to exceed 3%.

Contractor shall provide unit rates for hourly services provided to the City for operation of parking Facilities for both pre and post PACRS equipment installation to include:

1. Extended parking operation per hour for each facility
2. Cashier personnel
3. Janitorial personnel
4. Security personnel
5. Supervisory personnel

**Hourly rates shall be as follows for each Garage:**

	Center Street	Telegraph Channing	Oxford Street
Cashier personnel	\$	\$	\$
Janitorial personnel	\$	\$	\$
Security personnel	\$	\$	\$
Supervisory personnel	\$	\$	\$

## **Exhibit R: Center Street Garage Parking Facility Management Requirements**

The Center Street Garage will re-open in August 2017 as a 720-space parking garage. The Operator will be required to incorporate the following daily activities into the operations management:

**Parking Rates-** will include hourly, daily, monthly, and event rates. All garage rates and fees are set by City. Center Street is parking of the goBerkeley Parking Program (demand –based program) and rate adjustments are driven by data.

**Staffing-** The City expects that Contractor shall have at least one customer service rep/cashier on duty at all times when the garage is open. In addition, the City expects that Contractor shall have at least one other supervisor, one janitor, and minimum of two security guards (desk assignment and roving) assigned. All personnel shall be trained on PARCS system and be able to make contact with on-duty staff to correct any issues.

**Security –** A security post is part of the new Center Street Garage design located in the mall area of the garage on Addison Street Sign. A uniformed security personnel must be assigned and stationary at that location during all business hours of the garage. Additionally, roving security personnel is required during all hours that the facility is open.

**Maintenance/Janitorial-** The Facility will be a Green Garage in which all cleaning products must be part of a pre-approved list. Specific training will be required for all cleaning and management personnel. *See Exhibit M-1: Sample Green Garage Policy.*

- Mall areas, Retail, Art Display windows and Bike Station common areas will be part of the operator cleaning responsibilities.
- Sidewalk areas on Center Street and Addison Street adjacent to Garage facility will be part of the operator cleaning responsibilities.
- The benches on Center Street in front of Bike Station will be part of the operator cleaning responsibilities.

**Landscaping -** Operator shall provide landscape maintenance both within and around the parking Garage, or as otherwise directed by City. Should the Operator not have extensive landscape maintenance experience and/or required licensure and equipment, Operator may outsource this responsibility to an experienced and licensed landscaping service provider.

**Transportation-** At the time of the garage opening, Operator must provide at minimum an electric cart/ vehicle assigned to the Center Street Garage only, for security personnel to monitor facility in.

**Parking Equipment-** Operator will be responsible for operation and monitoring of the Parking Guidance System to ensure accurate parking information is displayed and functioning at all times.

- Operator will be responsible for monitoring all system security cameras covering all three garages and ensuring corrective action is taken if there is a concern or issue.
- Operator will monitor all PARCS equipment and respond in a timely manner if there is a problem.