# BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING EXEMPTION FROM COMPETITIVE BIDDING PURSUANT TO METRO CODE 2.04.041 TO ALLOW COMPETITIVE PROPOSAL PROCESS AND FOR AUTHORIZATION TO ISSUE THE REQUEST FOR PROPOSALS FOR PARKING MANAGEMENT SERVICES FOR THE METRO PARKING GARAGE RESOLUTION NO. 95-2173

Introduced by Regional Facilities Committee

WHEREAS, Metro staff have prepared the Request for Proposals (RFP) for Parking Management Services for the adjacent Metro Garage which is attached as Exhibit A and would result in a three-year contract; and

)

WHEREAS, the RFP contains five evaluation criteria which are (a) cost; (b) general approach/qualifications; (c) experience with similar successful operations; (d) experience and training of personnel; and (e) financial management; and

WHEREAS, Metro code 2.041.041 (b) requires exemption from competitive bidding to procure such services using the RFP method thereby allowing selection based on other factors besides cost only; and

WHEREAS, it has been determined that parking management is a multifaceted service operation and that the consideration of other criteria in addition to cost is appropriate;

NOW, THEREFORE BE IT RESOLVED, that the Metro Contract Review Board take the following action:

- 1. Exempts the RFP for Parking Management Services for the Metro Garage from competitive bidding requirements.
- 2. Authorizes the issuance of the attached RFP for Parking Management Services for the Metro Parking Garage, attached as Exhibit A.
- 3. Authorizes the Metro Executive Officer to enter into a three-year contract with the selected contractor which is not materially altered from the RFP.

ADOPTED by the Metro Contract Review Board this  $\frac{1}{20}$  day of July 1995.

J. Ruth McFarland Presiding Officer

### Staff Report

# CONSIDERATION OF RESOLUTION NO. 95-2173 AUTHORIZING EXEMPTION FROM COMPETITIVE BIDDING PURSUANT TO METRO CODE 2.04.041 TO ALLOW COMPETITIVE PROPOSAL PROCESS AND FOR AUTHORIZATION TO ISSUE THE REQUEST FOR PROPOSALS FOR PARKING MANAGEMENT SERVICES FOR THE METRO PARKING GARAGE

Date: June 21, 1995

Presented by: Berit Stevenson

### Factual Background and Analysis

The Metro Grand and Irving Garage has been managed by an independent garage operator since it was purchased by Metro in December 1991. The current contract with City Center Parking terminates on September 30, 1995. Metro staff have prepared the attached Request for Proposals (RFP) for Parking Management Services for the Garage. The resulting contract would have a three year term and would maintain similar operations (monthly contract parking and event parking supporting the Oregon Convention Center). The RFP encourages proposers to propose an operations plan which will increase revenues and/or decrease expenses.

The decision to use a RFP versus a RFB approach is based on the recognition that parking management is a multi-faceted service operation and is consistent with the process which was employed most recently to select the current operator. The criteria in addition to cost which will be considered are (1) general approach/qualifications, (2) experience with similar operations, (3) experience and training of personnel, and (4) financial management. The competitive proposal process employed will include the advertisement of the RFP in local trade journals and minority newspapers. A selection committee will evaluate the proposals received to determine the one which best meets the evaluation criteria.

The Metro code at Section 2.04.033 (a) (1) requires prior approval for execution of a multiyear contract and, at Section 2.04.041, requires exemption from the competitive RFB process by the Contract Review Board.

### Budget Impact

The FY 1995-96 approved budget indicates projected revenues from the Parking Garage of \$153,398.00 and \$26,976.00 of expenses which would be covered by this contract.

#### Recommendation

Metro staff recommend issuance of the attached RFP for Parking Management Services for the Metro Parking Garage.

Project \_\_\_\_

Contract No.\_\_\_\_\_

# PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_\_.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. <u>Duration</u>. This personal services agreement shall be effective \_\_\_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_\_, unless terminated or extended as provided in this Agreement.

2. <u>Scope of Work</u>. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. <u>Payment</u>. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_\_ AND \_\_\_\_/100THS DOLLARS (\$\_\_\_\_\_).

4. <u>Insurance</u>.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. <u>Metro, its elected officials, departments, employees, and agents shall be named as</u> <u>ADDITIONAL INSUREDS</u>. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

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d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. <u>Indemnification</u>. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. <u>Maintenance of Records</u>. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be . maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. <u>Ownership of Documents</u>. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. <u>Project Information</u>. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the

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Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. <u>Right to Withhold Payments</u>. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. <u>State and Federal Law Constraints</u>. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. <u>Situs</u>. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. <u>Assignment</u>. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. <u>Termination</u>. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor \_\_\_\_ days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. <u>No Waiver of Claims</u>. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metró of that or any other provision.

16. <u>Modification</u>. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

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Ву:		By:	
Title:		Title:	
Date:	•	Date:	
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# REQUEST FOR PROPOSALS for PARKING MANAGEMENT SERVICES for the METRO GRAND and IRVING PARKING GARAGE

# INTRODUCTION

Metro, the regional government, is soliciting written proposals from qualified operators to provide Parking Management Services for the Metro Grand and Irving Parking Garage (Metro Garage). The tasks necessary to perform the work are described in the section titled Scope of Work. Any questions concerning this Request for Proposals (RFP) should be addressed to Jane Phillis, Administrative Services Department.

### GENERAL PROPOSAL INFORMATION

Proposals will be received at the offices of Metro, Administrative Services Department, 600 Northeast Grand Avenue, Portland, Oregon 97232, to the attention of Ms. Jane Phillis, until 5:00 p.m. PDT, August 21, 1995. Proposals should be delivered to the Administrative Services Department clearly marked "Proposal -Parking Management - Metro Grand and Irving Parking Garage. Each proposal must be submitted in the format described in this Request for Proposals.

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposers request exception from disclosure consistent with Oregon law.

Metro and its Contractors will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical disability, political affiliation or marital status.

## **PROPOSAL INSTRUCTIONS**

### 1. <u>Deadline and Submission of Proposals</u>

Six copies of the Proposal shall be furnished to Metro addressed to:

Metro Administrative Services Department 600 Northeast Grand Avenue Portland, OR 97232 ATTN.: Jane Phillis

and clearly marked "Proposal - Parking Management - Metro Grand and Irving Parking Garage."

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Proposals will be returned and not considered if received after 5:00 p.m. PDT, August 21, 1995. Postmarks are not acceptable.

Proposers may withdrawal their Proposal in person, or by written or telegraphic request prior to the scheduled closing time for submitting Proposals.

### 2. <u>Basis for Proposals</u>

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which the Proposals are to be based. Any information which is not addressed in this Request for Proposals will not be considered by Metro in evaluating the Proposal. All questions relating to the Request for Proposals should be addressed to Jane Phillis, Administrative Services. Any questions which in the opinion of Metro warrant a written reply or Request for Proposals amendment will be furnished to all parties receiving this Request for Proposals. Metro will not respond to questions received after 5:00 p.m., August 14, 1995.

### 3. <u>Site Conditions</u>

Proposers should determine for themselves all conditions and circumstances affecting management and operation of the Metro Garage and its cost by personal examination of the site, and by such other means as they may choose.

## 4. <u>Selection Committee</u>

Metro will appoint a Selection Committee to review the Proposals received and, if interviews are deemed by the Selection Committee to be necessary, to interview Proposers. The Selection Committee will make a recommendation to the Metro Executive Officer regarding their selection at the conclusion of their deliberations. If interviews are deemed necessary, they will be scheduled at the Selection Committee's discretion.

# 5. <u>Award of Contract</u>

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Metro intends to award the Contract to the Proposer which, after considering the recommendation of the Selection Committee, Metro finds best fits the needs of Metro to provide Parking Management Services in accordance with the requirements set out in this Request for Proposals.

# PROPOSAL CONTENTS

The proposal should contain not more than twenty (20) pages of written material (excluding resumes and brochures which may be included in an appendix), describing the ability of the Proposer to perform the work requested. Contents of the proposal should be as follows:

### 1. <u>Transmittal Letter</u>

Indicate name, address of Proposer, date established, and brief description of Proposer's background and relevant experience. Also indicate receipt of any addendum and that the Proposal is valid for sixty (60) days.

# 2. <u>Statement of Approach/Qualifications</u>

Give a written explanation of your understanding of the effort needed to perform the requirements of the Contract, and why you should be considered to be the most qualified Proposer. Describe your overall proposal for managing the operations at the Metro Garage.

## 3. <u>Experience</u>

List the persons, firms and/or agencies with whom you currently have arrangements or agreements for the operation of public parking facilities. Include a list of locations, type and size of public parking facilities you currently operate. Describe the experience, training and credentials of the staff who would be assigned to perform the work for Metro. Resumes of individuals proposed to perform services of this contract may be attached.

## 4. <u>Statement of Financial Management</u>

Describe your methods for collecting, controlling and accounting for revenues and expenses.

# 5. <u>Budget/Cost</u>

Submit a proposed budget covering the first year of operations. The budget should include projected revenues broken out by type, reimbursable expenses and proposed contract compensation to be paid to Proposer by Metro for providing parking management services as specified herein. Proposer may propose either a lump sum fee for services rendered or a combination of lump sum fee and a percentage of gross revenues.

### 6. <u>Exceptions and Comments</u>

To facilitate evaluation of Proposals, Metro wishes that all Proposers adhere to the format outlined in this RFP. Proposers wishing to take exception to, or comment on any specified criteria within this RFP, including the Personal Services Agreement, are encouraged to document their concerns in this part of the Proposal. Exceptions or comments should be succinct, thorough and organized.

# GENERAL PROPOSAL AND CONTRACT CONDITIONS

# 1. Limitation\_and\_Award

This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Metro reserves the right to accept any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this Request for Proposals.

# 2. <u>Contract Type</u>

Metro intends to award a three-year Contract with the selected firm. A copy of the standard agreement form which the successful operator will be required to execute is attached as Attachment A. Any qualifications or concerns with this Contract should be raised at the time of proposal submittal.

### 3. <u>Validity Period and Authority</u>

The Proposal shall be considered valid for a period of 60 days and shall contain a statement to that effect. The Proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the proposing firm during the period in which Metro is evaluating the Proposal.

### 4. <u>Conflict of Interest</u>

A Proposer submitting a Proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

# 5. <u>Appeals</u>

Appeals of the award of the Contract should be addressed to the Metro Contracts Administrator, Risk and Contracts Division, 600 NE Grand Avenue, Portland, Oregon 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgment used in the evaluation by individual members of the Selection Committee is not grounds for appeal.

# **EVALUATION OF PROPOSALS**

#### 1. Evaluation Procedure

Proposals received that conform to the requirements of this RFP will be evaluated. The evaluation will be based on the evaluation criteria identified in the following section, and performed by a Selection Committee appointed by Metro. After review of the written proposals, the Selection Committee may determine, at their sole discretion, to conduct interviews with one or more of the Proposers. In addition, the Selection Committee may request clarifying information of any Proposer during the evaluation process.

# 2. <u>Evaluation Criteria</u>

The Proposals submitted will be evaluated using the following evaluation criteria and point system:

A.	Experience with similar successful parking operations	10	points
В.	Experience and training of personnel		points
C.	Approach/Qualifications	20	points
D.	. Financial Management		points
E.	Fee proposal		points
			-

Total Possible Points

100

# SCHEDULE

The following schedule has been established for this RFP:

RFP issued Proposals due Contractor selected Contract executed Contract commencement July 24, 1995 August 21, 1995 September 11, 1995 September 29, 1995 October 1, 1995

## **EXISTING CONDITIONS**

1. <u>General</u>

The following Section describes the current operational and management situation of the Metro Garage. Proposers should review such existing conditions and are encouraged to submit proposals which, in Proposer's opinion, sustain or improve upon such existing conditions.

### 2. <u>Facility Overview</u>

The Metro Garage is a four level structure which contains approximately 486 parking stalls, including seven (7) ADA spaces. The lower two levels are not interconnected and have single (but separate) access points located along Irving Street. The upper two levels are interconnected and have a shared single access point along 7th Avenue. There are no booths or gates currently in use. A slot box has been located at the access point on the second level. An automated ticket dispenser, which accepts both coins and credit cards, has

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recently replaced the slot box. This equipment issues a receipt upon payment and is under lease through September 1995.

During 1993, the Metro Garage underwent major renovation which included new interior lighting, railings, permanent signage, seismic upgrades, exterior painting, refurbishing of the elevator and re-surfacing of the upper deck.

# 3. <u>Daily Operations</u>

Currently, daily operations are unattended and consist primarily of monthly contract parking, daily parking, and Metro visitors parking. The number of monthly contract parkers averages 200 per month which includes approximately 150 State of Oregon employees who park on the two upper levels. The State of Oregon employees park in accordance with an existing long term contractual agreement.

Daily parkers are accommodated in two manners. First, daily parkers using the automated ticket dispensing machine pay \$3.00 per day and self park on the second level. In addition, daily parkers enter the Metro building and purchase a daily parking ticket at a fee of \$3.00 per day at the main reception station. This ticket must be displayed in the parker's vehicle. This method is most often utilized by Metro employees and long-term Metro visitors who park on the first level of the garage.

Lastly, Metro purchases 30 parking spaces located on the first floor for Metro visitors use. These spaces are clearly marked and are available for a maximum stay of 4 hours.

### 4. <u>Event Parking</u>

In addition to daily operations, the Metro Garage is utilized for event parking primarily during the evening hours and on weekends. Event parking occurs typically as overflow parking from the nearby Oregon Convention Center; the Rose Festival also has generated some event parking demand. Currently, attendants are assigned to the garage who collect the parking fee (typically \$3.00) as patrons enter. Flaggers and temporary signage are also situated at certain strategic locations to attract and direct parkers to the garage.

# 5. <u>Past Performance</u>

From March 1994 through March 1995, the following approximate gross revenues were generated by the Metro Garage:

Monthly contract parking	\$181,800
Daily parking	6,000
Slot/Dispenser	21,400
Event	28,500
Total	\$237,700

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## 6. <u>Management</u>

Metro's current contract requires the operator to manage both the daily operations and the event parking activities at the Metro Garage. The contractor receives a fixed monthly fee for such services and is reimbursed at cost for all other authorized expenses incurred. These reimbursed expenses typically are labor for event attendants, uniforms, temporary signage, office supplies, postage, equipment (slot box) rental and sweeping. Metro directly provides and pays for utilities, security, facility maintenance and upkeep, capital improvements and capital equipment.

Auditing for unauthorized parking is currently a shared responsibility. The contractor is responsible for the upper three levels were the majority of the monthly parkers are located and the ticket dispensing machine is in operation. Metro patrols the first level where the Metro visitor spaces are located and where Metro employees frequently park.

Security is currently provided by Metro. Random foot patrols by uniformed security personnel occur from 7:00 a.m. to 6:00 p.m., Monday through Friday. Car patrols in marked security vehicles occur randomly during the evening hours and on weekends. During large events, when significant activity is expected, additional patrols are added as required. Proposers should assume that, at a minimum, this level of security will continue to be provided by Metro.

## 7. <u>Financial Management and Reporting</u>

Currently, contractor makes deposits directly to a Metro account within 24 hours of receipt of parking fee funds. Contractor also faxes to Metro deposit slips evidencing such deposits within 24 hours of deposit.

A monthly report is prepared and submitted by contractor which indicates activity of the preceding month. The report indicates gross revenues broken down by category (event, daily, etc.), reimbursable expenses and a list of all monthly contract parkers. An invoice is included which requests payment of the fixed monthly fee and the reimbursable expenses.

#### SCOPE OF WORK

### 1. <u>General</u>

Contractor will have primary responsibility for the operations of the Metro Garage. The Contractor will develop operating procedures and other policies necessary to efficiently and effectively operate the Metro Garage. All procedures and policies are subject to Metro's approval. Contractor will meet with Metro's contract manager at least once a quarter to discuss the Metro Garage operations, the upcoming schedule for event parking and any other relevant topics. The Contractor shall note problems and opportunities for improvement and shall make those known to Metro's contract manager.

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Contractor will manage, staff, maintain and operate the Metro Garage. This includes the collecting, depositing, and accurately accounting for the appropriate daily, monthly and event parking fees due to Metro, implementing revenue control systems as appropriate, and performing any other operational and customer tasks as necessary and specified.

### 2. Staff

Any on-site staff provided by Contractor shall maintain the highest degree and standard of courtesy and shall be pleasant, polite and helpful to customers and the public at all times. Staff shall be appropriately uniformed during all hours of operation. Training of staff is the responsibility of Contractor and shall be accomplished prior to performing duties at the Metro Garage. On-site staff shall expedite parking of vehicles in an orderly fashion, shall receive and account for parking fees from users, make changes as appropriate, issue parking receipts and perform all other tasks necessary to maintain an efficient and effective parking operation.

# 3. <u>Security</u>

Contractor shall coordinate with Metro's contract manager to establish the level and specific type of security measures to be provided by Contractor.

# 4. Janitorial and General Cleaning

Contractor shall be responsible for the janitorial requirements and general cleaning of the Metro Garage. At a minimum, trash pickup shall occur weekly and sweeping shall occur monthly. Restriping will occur as directed by Metro's contract manager.

# 5. <u>Maintenance of Records</u>

Contractor shall maintain in its local office the books, ledgers, journals, accounts and records wherein are kept all entries reflecting the gross revenues received and the expenses incurred from the operation of the Metro Garage. All such books and records shall be the property of Metro and shall be open for examination or audit by Metro or its designee during normal business hours.

# 6. <u>Monthly Report</u>

Contractor is required to submit a monthly report which details parking activities for the preceding month. The report shall, at a minimum contain relevant financial information, including gross revenues received, expenses incurred and occupancy report and security/incident (as required) report.

# 7. <u>Insurance</u>

In addition to the Insurance requirements of paragraph 4 of the Personal Services Agreement, Contractor shall maintain garage keepers legal liability with a deductible of \$500 per occurrence.

# 8. <u>Gross Revenue</u>

Gross revenue is defined as all revenue received by Contractor from parking fees, charges or any other service or Metro-approved activities performed in conjunction with the operation of the Metro Garage and is the property of Metro. Contractor shall, in a timely manner, account for and remit to Metro gross revenues on a monthly basis.

# 9. <u>Metro's Obligations</u>

- 9.1 Metro will pay directly certain expenses associated with the parking operations. Those expense are for electricity, water and sewage service, grounds maintenance (landscaping), elevator permit fee, any ad valorem taxes levied against the Metro Garage or any of the personal property owned by Metro and used in conjunction with the operations of the Metro Garage, as well as any special assessments levied against the Metro Garage for special improvements of special services. In addition, Metro will directly provide and pay for capital improvements through separate contracts which are deemed necessary and appropriate by Metro. For the purposes of this paragraph, capital improvements are defined as permanent signage, parking control devices such as gates, booths, barriers, ticket dispensers, coin boxes, and improvements to the structure such as elevators, railings and lighting.
- 9.2 Metro will separately provide and pay for general repair and upkeep of the Metro Garage as Metro deems necessary to maintain the facility in good condition.
- 9.3 Metro will reimburse Contractor monthly for the actual cost of expenses directly attributable to operations of the Metro Garage. For the purposes of this Contract, reimbursable expenses include nonsupervisory labor (including all payroll taxes and benefits), temporary help, postage and delivery fees, printing and copying, supplies, parking lot sweeping, janitorial and restriping, temporary signage and security.
- 9.4 Metro will compensate Contractor for parking management services rendered on a monthly basis upon submission of a satisfactory invoice detailing such compensation due. Such invoice may also request payment of authorized reimbursable expenses.