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THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

**I. PARTIES**

A.     Address

**THIS AGREEMENT FOR PARKING OPERATIONS AND MANAGEMENT SERVICES AGREEMENT** ("Agreement") is made between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city of the State of Texas, and **REPUBLIC PARKING SYSTEM, INC.** ("Contractor"), a Tennessee corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City  
  
Director of Convention and Entertainment  
Facilities Department  
or Designee  
City of Houston  
P. O. Box 61469  
Houston, Texas 77208

Contractor  
  
Republic Parking System, Inc.  
1021 Main Street, Suite 1293  
Houston, Texas 77002

The Parties agree as follows:

B.     Table of Contents

This Agreement consists of the following sections:

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**EXHIBITS**

- A. Scope of Services
- B. Payments
- B-1. Direct Cost Budget
- C. Performance Incentive Program
- D. City of Houston Drug Detection and Deterrence
- E. M/WBE Subcontract Terms
- F. Equal Employment Opportunity

C. Controlling Parts

If a conflict among the sections of this Agreement and the exhibits to this Agreement arises, the sections shall control over the exhibits.

D. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:

REPUBLIC PARKING SYSTEM, INC.

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

By: Brian Kern  
Name: BRIAN KERN  
Title: VICE PRESIDENT

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

[Signature]  
City Secretary

Signed by:  
[Signature]  
Mayor Madeline D. Appel

APPROVED:

COUNTERSIGNED BY:

[Signature]  
Director, Convention and Entertainment  
Facilities Department

[Signature]  
City Controller [Signature]

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

[Signature]  
Assistant City Attorney  
L.D. File No. 0251000013001

7/1/10

## II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

**"Agreement"** means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

**"City"** is defined in the preamble of this Agreement and includes its successors and assigns.

**"Consumer Price Index"** means the Consumer Price Index for All Urban Consumers (All Items) for the Houston-Galveston-Brazoria, Texas area, as compiled by the United States Department of Labor's Bureau of Labor Statistics.

**"Contractor"** is defined in the preamble of this Agreement and includes its successors and assigns.

**"Convention District Garage"** means the underground parking garage located across the street from the George R. Brown Convention Center, at 1002 Avenida de las Americas, Houston, Texas 77010.

**"Corporate Customers"** means multiple contract accounts.

**"Correction" or "Correct"** means the re-performance of the services identified in the Director's written notice to Contractor for failure to meet the requirements of this Agreement as set out in Article III, Section K below.

**"Countersignature Date"** means the date shown as the date countersigned on the signature page of this Agreement.

**"Department"** means the City of Houston Convention and Entertainment Facilities Department or its successor department.

**"Direct Costs"** - subject to the exceptions in Exhibit A, Section 11.2, "Direct Costs" includes those actual costs incurred by Contractor, and pre-approved by the Director, to operate and maintain the Premises in accordance with this Agreement. Unless pre-approved by the Director, the total amount of Direct Costs shall not exceed the budgeted amounts set forth in **Exhibit "B-1."**

**"Director"** means the Director of the Convention and Entertainment Facilities Department, or the person he or she designates.

**"Documents"** mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

**"George R. Brown Convention Center Surface Lots"** includes seven parking lots surrounding the George R. Brown Convention Center ("GRBCC"), including any other lots which may be acquired during the term of this Agreement. Of the seven surface parking lots, lot number

six is located on the Texas Department of Transportation's right-of-way, and lot number four is used for employee parking, so no parking fees are collected at those two lots, as of the Agreement commencement date.

**"The Houston Center for the Arts Parking Lot"** is that parking lot on the south side of D'Amico Street between Rosine Street and Rochow Street.

**"Houston Police Department ("HPD") Parking Lot"** is the City-owned parking lot located near the intersection of Preston and Artesian Streets.

**"Imprest Funds"** is a card deposit refund fund maintained in a separate account at Contractor's designated bank, as approved by the Director. Contractor shall provide a monthly balance showing names and amounts, and shall provide copies of the bank statements upon request by the Parking Operations Manager.

**"Lots C and H"** means:

1. **Lot C:** that parking lot bounded by Memorial Drive, West Capitol, Buffalo Bayou, and Interstate 45.
2. **Lot H:** that parking lot bounded by Memorial Drive, Interstate 45, and Fonde Recreation Center.

**"Parking Facilities or Premises"** includes all parking garages, surface lots, tunnels, stairwells, parking garage elevators, entrance ramps, entrance signs and parking equipment owned and/or operated by the Convention & Entertainment Facilities Department. Included are the Theater District Parking Garages, the George R. Brown Convention Center Surface Lots, the Convention District Garage, the two Staging Lots at 2200 Dallas Street, Houston Center for the Arts parking lot, Houston Police Department parking lot, Lots C and H, and such other parking garages or parking surface lots as the Director may designate from time to time.

**"Parking Operations Manager(s)"** means the Department's Facility Manager and/or the Assistant Facility Manager of the Department's Parking Operations Division.

**"Parking Pass Accounts"** are invoiced bill-backs for approved passes previously issued through pre-arranged agreements.

**"Parties"** mean all the entities set out in the Preamble who are bound by this Agreement.

**"Performance Incentive"**—is defined in **Exhibit "B."**

**"Revenue or Gross Revenue"**—Parking Revenue or Gross Revenue is defined as the sum of Contract Parking Income, Validation Income, and Parking Operating Income. The Revenue upon which the Performance Incentive will be calculated is comprised only of the revenue derived from the charges for customer parking in the Parking Facilities net of sales tax (Net Revenue) as follows:

1. **Contract Parking Income**—that revenue derived from monthly license fee payments by contract parkers. **The following are excluded from Contract Parking Income:** Exhibitor and group permit sales by the George R. Brown Convention Center, and parking fees paid by City employees and City departments, and the Greater Houston Convention & Visitors Bureau ("GHCVB").

2. **Validation Income**—that revenue derived from Parking Pass Accounts, validation coupons, and value cards sold for validated parking. This also includes validated parking revenue for any Department lessees, adjacent business or event parking. Contractor shall establish procedures to ensure source documentation is maintained and an audit trail enabling verification of Validation Income on a daily basis for each account billed. **The following are excluded from Validation Income:** Exhibitor and group permit sales by the George R. Brown Convention Center, and parking fees paid by City employees and City departments.
  
3. **Parking Operating Income**—all other revenue derived from the fees, rates, and charges for parking in the Convention & Entertainment Parking Facilities collected by the Contractor, including revenue from valet parking. **The following are excluded from Parking Operating Income:** Exhibitor and group permit sales by the George R. Brown Convention Center, and parking fees paid by City employees and City departments, and the GHCVB.

**“Shuttle Bus”** means one or more shuttle buses owned by the City of Houston and operated by the Department.

**“Staging Lots”** means the two parking lots located at 2200 Dallas Street, near the George R. Brown Convention Center. The two Staging Lots are used primarily by the GRBCC's clients who need to park large trucks nearby for the purpose of moving items into or out of the GRBCC for conventions and other events.

**“Theater District Parking Garages”** include the areas informally referred to as the Civic Center Garage, Large Tranquillity Garage and Small Tranquillity Garage.

**“Tram”** means one or more large multi-passenger golf carts, used to transport Theater District patrons within the Theater District Parking Garages.

**“Tunnels”**—The term “Tunnels” means any one or all of the tunnel locations listed below, and any additional tunnels the Director may designate. A map of the Tunnels is available in the Department’s Parking Operations offices.

1. **“Alley Theatre Tunnel” (or “Alley Corridor”)**—a tunnel beginning at the termination of the Bank of America Center tunnel, running along the east wall of the Civic Center Garage and ending at the south end of the tunnel under Texas Avenue (at the commencement of the existing Alley Tunnel).
  
2. **“City Hall Basement Tunnel”** refers to a tunnel leading from the south wall of the Large Tranquillity Garage into the basement of the City Hall.
  
3. **“Jones Hall Tunnel”**—a section of tunnel from the Jones Hall courtyard to the base of the stairs at the tunnel entrance to Bank of America.
  
4. **“Orange Concourse Tunnel”**—a section of tunnel beginning at the double doors of the Bank of America tunnel and ending at the west end of the Civic Center Garage.

5. "T-Tunnel"--refers to tunnel from Large Tranquillity Garage to City Hall Annex Garage. The tunnel also has an entrance into the Hobby Center for the Performing Arts.
6. "Y-Tunnel" refers to the section of tunnel from the west wall of the Civic Center Garage, and under Bayou Place Phase II.
7. "611 Walker Tunnel Drop-Off Area"--a glass enclosed transition area located in the southeast corner of the Yellow Level of the Theater District Garage.

Other definitions may be found in the Exhibits.

### III. DUTIES OF CONTRACTOR

#### A. License

In consideration of the License granted herein, Contractor shall provide all labor, material, and supervision necessary to perform the services described in **Exhibit "A."**

#### B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

#### C. Prompt Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.** Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

#### D. Personnel of the Contractor

Contractor shall replace any of its personnel or subcontractors whose work performance is deemed unsatisfactory by the Director.

#### E. RELEASE

**CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

**F. INDEMNIFICATION**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

**G. INDEMNIFICATION – SUBCONTRACTOR'S INDEMNITY**

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

**H. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

I. INDEMNIFICATION PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within ten days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**J. Insurance**

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- (1) Minimum Insurance Requirements. Contractor shall maintain the following insurance coverage in the following amounts:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Shuttle Buses, Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit per occurrence
Umbrella Excess Coverage	\$1,500,000
Garage-Keepers Legal Liability	\$2,500,000 combined single limit each occurrence
Crime-Policy Limits	\$10,000 commercial blanket \$10,000 broad form money-inside \$10,000 broad form money-outside

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and

a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

- (4) Insured Parties. Each policy, except those for Workers' Compensation, and Employer's Liability, must name the City and Bayou Place Limited Partnership as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. CONTRACTOR SHALL GIVE 30 DAYS' WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELLED, MATERIALLY CHANGED OR NON-RENEWED. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be cancelled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
  - (a) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
  - (b) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and Bayou Place Limited Partnership.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director upon request.
- (11) Proof of Insurance.
  - (a) Prior to execution of this Agreement, Contractor shall furnish the Director with certificates of insurance. If requested by Director, Contractor shall provide an Affidavit confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director,

Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

- (b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
  - (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
  - (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

**K. Warranties**

- 1. Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods it furnishes, Contractor warrants:

- (a) that all items are free of defects in title, design, material, and workmanship,
- (b) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (c) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (d) that no item or its use infringes any patent, copyright, or proprietary right.

Contractor shall enforce all warranties on behalf of the City and shall promptly repair or replace any part or equipment that fails in normal use and service.

- (2) (a) Contractor warrants that all services it performs under this Agreement will, at the time of acceptance, be free from defects in workmanship for a period of one year and conform to the requirements of this Agreement.

- (b) The Director will give written notice of any defect or nonconformance to Contractor within one year from the date of acceptance by the City. In the written notice, the Director will either require (1) Contractor to Correct the services to conform to the Agreement or (2) state that the City does not require Correction of services identified in the written notice.
- (c) In the event the Director requires Contractor to Correct services already provided to City, then, Contractor shall do so at no cost to City and such services are subject to this Section to the same extent as was the work initially performed by Contractor under this Agreement. If Contractor fails to or refuses to Correct services as requested by the Director, then, the Director may have a third-party vendor correct or replace services initially performed by Contractor at Contractor's cost or make equitable adjustments to the contract price.
- (d) The Director has the option either to require Contractor to Correct services as set out above, or to make an equitable adjustment to the contract price for the services initially performed by Contractor and later found to be incorrect or not acceptable by the Director under this Agreement.

**L. Licenses and Permits**

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

**M. Compliance with Laws**

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

**N. Compliance with Equal Opportunity Ordinance**

Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in Exhibit "F."

**O. M/WBE Compliance**

Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 15% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration if directed to do so by the Affirmative Action Division Director. M/WBE subcontracts must contain the terms set out in Exhibit "E." If Contractor is an individual person (as distinguished from a corporation, partnership, or other

legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

**P. Performance Bond**

Contractor shall furnish a performance bond or a Clean Irrevocable Letter of Credit for **\$175,000.00**, renewable each year of the Agreement Term including extension terms, conditioned on Contractor's full and timely performance of the Agreement. The bond must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. Any Clean Irrevocable Letter of Credit must be in a form approved by the City Attorney. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list. If the City receives notice that the Performance Bond is cancelled, then the City may not make a claim against the surety for failure to renew the Performance Bond, so long as the Contractor is performing all aspects of this Agreement without default, or for Contractor's default in not obtaining a new Performance Bond, but the City may terminate the Contractor under this Agreement for default for its failure to provide a replacement bond.

**Q. Drug Abuse Detection and Deterrence**

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in **Exhibit "D"**—Attachment "A," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in **Exhibit "D"**—Attachment "B."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Agreement or on completion of this Agreement if performance is less than six months, a Drug Policy Compliance Declaration in a form substantially similar to **Exhibit "D"**—Attachment "C." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each six-month period of performance and within 30 days of completion of this Agreement. The first six-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**R. Department Policies and Procedures**

Contractor shall at all times comply with the Parking Operations Policies and Procedures, on file in the Department's Parking Operations offices, and any amendment or revisions thereto.

**IV. DUTIES OF CITY**

The City shall perform those duties assigned to its responsibility as set out in **Exhibit "A"** of this Agreement.

**A. Payment Terms**

In consideration for the services provided hereunder, City shall pay Contractor those amounts as described in **Exhibit "B."**

**B. Taxes**

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's statements to the City must not contain assessments of any of these taxes unless required by law. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

**C. Method of Payment - Disputed Payments**

If the City disputes any items in a statement Contractor submits for any reason, including lack of supporting documentation, the Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled statement or on a special invoice for the disputed item only.

**D. Limit of Appropriation**

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$2,316,775.76** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by issuing to the Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out

below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ \_\_\_\_\_

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

**E. Special Services Authorizations**

(1) At any time during the Agreement Term, the Director may authorize special services to increase, decrease, change, or clarify the scope of work set forth herein and, if required, the amount to be paid to the Contractor. Contractor shall perform special services with all terms and conditions of this Agreement. Should a conflict arise between the terms and conditions of a Special Services Authorization and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

(2) To be effective, the Special Services Authorization prepared by the Director will be in substantially the following form:

**SPECIAL SERVICES AUTHORIZATION**

To: (Name of Contractor [the "Contractor"])  
From: City of Houston, Texas (the "City")  
Date: (Effective date of Special Services Authorization)  
Subject: Special Services Authorization pursuant to Contract No. \_\_\_\_\_ ("Contract") for  
Parking Operations and Management Services  
between the City and Contractor effective on (Effective Date)

"Subject to all terms and conditions of the Agreement, and the conditions and requirements set forth herein, the City requests:

(Description of the increase, decrease, change or refinement to the scope of services and the corresponding credit against the City's parking revenues or other adjustment, if any, to the Contractor's or City's compensation.)

Signed: (Signature of Director)

Fees paid for such additional work shall be at the unit prices set forth herein or for work for which no special rates are specified, at a rate agreed to by the parties.

(3) More than one Special Services Authorization may be given, subject to the following limitations:

- (a) Council expressly authorizes the Director to approve SSAs of an aggregate limit of five percent of the original Agreement amount. Any SSA in excess of this five percent aggregate must be approved by the City Council.
- (b) If a SSA describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- (c) The total of all SSAs issued under this section may not increase the original Agreement amount by more than **25%**.

(4) Any Special Services Authorization is subject to the provisions of this Agreement. Special Services requiring additional work not described in this Agreement shall be charged against the Net Revenues otherwise due to the City.

(5) Any Special Services Authorization which purports to describe an increase in work to be performed by Contractor but which in fact describes work already required to be performed by Contractor under the terms of this Agreement shall not entitle Contractor to any additional compensation. If a dispute arises because of an issue of this nature, the parties shall conduct a meeting within five days of the date of the disputed Special Services Authorization. Failure to request a meeting during this time frame constitutes waiver of any right to protect the terms of the Special Services Authorization in this regard. Failing a resolution to the issue at the meeting, a mediator will be hired by both parties (subject to an allocation of sufficient funds by the Director), the cost of which to be evenly divided between the parties. The decision reached by the mediator relating to the issue of whether the work is already required under this Agreement or whether it is additional work shall be final. Upon this determination, the Director may elect to withdraw the Special Services Authorization with no additional payment or obligation to Contractor or may proceed with the Special Services Authorization.

(6) Contractor shall provide all labor, materials, tools, insurance, and incidentals necessary to perform under a Special Services Authorization. Special Services work, if any, shall be completed within the time prescribed in the particular Special Services Authorization; however, if no time for completion is prescribed, such work shall be completed within a reasonable time. If the work described in a Special Services Authorization causes an unavoidable delay in any other work the Contractor is required to perform under this Agreement, Contractor shall be entitled to request a time extension for the completion of any such work. The Director, in his or her sole discretion, shall have the absolute right to grant or deny such a request. Contractor shall not be entitled to damages for such delay.

**F. Additions and Deletions**

The Director, by means of a written authorization to Contractor, may add or delete Facilities from this Agreement and any items or services provided by Contractor that are reasonably related to the scope of this Agreement. Written notification of the added or deleted Facilities, items or services shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein.

## **V. TERM AND TERMINATION**

### **A. Contract Term**

This Agreement is effective at 12:01 a.m. July 1, 2010 and remains in effect for three years (the "Initial Term"), unless sooner terminated as provided for in this Agreement.

### **B. Renewals**

Unless the Director sends written notice of termination to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the Initial Term, or first renewal term as applicable, this Agreement will be automatically renewed for an additional one-year term (a "Renewal Term") upon the same terms and conditions, but not to exceed two such one-year Renewal Terms.

### **C. Termination for Convenience by City**

The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. Within 30 days after the termination, Contractor shall pay to the City all remaining amounts due under **Exhibit "B."**

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE. SHOULD THE CITY TERMINATE THIS AGREEMENT FOR CONVENIENCE, CONTRACTOR SHALL BE PAID FOR ANY AND ALL VALUE ADDED ENHANCEMENTS REFERENCED IN THIS AGREEMENT THAT HAVE BEEN PAID FOR BY CONTRACTOR, BUT NOT YET DEDUCTED FROM GROSS REVENUES, BY DEDUCTING SUCH AMOUNT FROM THE REVENUES OTHERWISE OWED TO THE CITY.

### **D. Termination for Cause**

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) A receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

#### **E. Termination for Cause by Contractor**

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

### **VI. MISCELLANEOUS**

#### **A. Independent Contractor**

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

**B. Force Majeure**

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. An event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra payment.

2. This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that an event of Force Majeure directly impacting the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than 14 days from the date performance is affected, the Director may terminate this Agreement by giving seven days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

**C. Severability**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

**D. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

**E. Written Amendment**

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

**F. Applicable Laws**

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

**G. Notices**

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**H. Captions**

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

**I. Non-Waiver**

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

**J. Inspections and Audits**

City representatives may have the right to perform, or have performed, (i) audits of Contractor's books and records, and (ii) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

**K. Enforcement**

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

**L. Ambiguities**

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

**M. Survival**

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

**N. Risk of Loss**

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

**O. Parties In Interest**

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

**P. Successors and Assigns**

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. The City shall have the right and option to assign this Agreement in its sole discretion to any successor entity to the Department by providing Contractor with written notice of such assignment. This Agreement does not create any personal liability on the part of any officer or agent of the City.

**Q. Business Structure and Assignments**

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under §9.318(c) of the Texas Business & Commerce Code. In the case of such an assignment, under Section 9.102 of the Code, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

**R. Remedies Cumulative**

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

**S. Contractor Debt**

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

**T. Pay or Play**

The requirements and terms of the City of Houston Pay or Play program as set out in Executive Order 1-7, as amended, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as amended, and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

**U. Publicity**

Contractor shall make no public announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

## EXHIBIT "A"

### PARKING SCOPE OF SERVICES AND LICENSE

#### 1.0 LICENSE AND USE OF PREMISES

##### 1.1 License

Except as otherwise set forth herein, City grants and conveys to the Contractor an exclusive license (the "License") to operate, manage and control the Parking Facilities for the Agreement Term and any Renewal Term, upon the covenants, agreements and conditions set forth in this Agreement and all of its Exhibits.

##### 1.2 Pledge and Encumbrance of Pledged Revenues

Contractor shall recognize the prior and superior liens on the Gross Revenues of the Department's Parking Facilities to the payment of the obligations as defined in the City's Agreement with the Houston Music Hall Foundation and the Second Final Official Statement for the Series 2001 Bonds. City reserves the right to pledge additional revenues if necessary. Contractor expressly stipulates that all of Contractor's rights to any payments, revenues, fees, or income of any kind shall be junior and subordinate in all respects to these liens on Gross Revenues of the Parking Facilities.

##### 1.3 Use and Operation

Contractor shall be Licensed to use the Premises only as a parking and storage facility for vehicles and any other purposes incidental thereto, including the right to place any personal property or trade fixtures on the Premises subject to the approval of the Director.

Contractor shall institute effective revenue control procedures for the Parking Facilities including (i) procedures to control ingress and egress to the Premises, (ii) procedures to limit lost or missing parking tickets, (iii) procedures for collection of proper fees in accordance with the approved rate schedule in effect, and (iv) staffing uniformed attendants, trained and disciplined to perform their duties in an efficient and courteous manner, who shall be on duty at such times and with personnel in such numbers as to accommodate all contract, daily and event parkers.

##### 1.4 Valet Parking

Contractor shall provide, at the Director's request, valet parking services for events as a Special Service. City may require additional insurance if valet parking services are authorized.

As part of the contractual agreement between Bayou Place Limited Partnership and the City for the redevelopment of the Albert Thomas Convention Center, the Bayou Place Limited Partnership also has the right to valet park in the Theater District Parking Garages.

Contractor shall have a non-exclusive right to valet park at the Parking Facilities, at the Director's (or her designee's) request, at rates and fees agreed upon by the Director. Contractor shall pay all Direct Costs (which include payroll costs) on valet operations, if valet parking services are requested. Contractor shall account for City's commissions in its monthly statements.

## **1.5 Designation of Parking Areas**

The Director may designate by appropriate signs, parking areas inside or outside the Premises for valet parking, for passenger loading and unloading. City shall construct, inside or outside the Premises, such signs as it deems necessary for traffic direction and control.

## **1.6 Due Diligence**

Contractor agrees to use reasonable diligence in the care and protection of the Parking Facilities during the term of this Agreement and to surrender said premises at the termination of this Agreement in as good condition as received, ordinary wear and tear and other casualty excepted.

## **2.0 STANDARDS OF OPERATION**

### **2.1 Compliance**

The Contractor shall operate and manage the parking system referred to herein in a first class manner, with energy, fidelity, high standards of customer service, courtesy, and diligence and in full compliance with all terms of this Agreement and will follow all specifications set forth in this **Exhibit "A."** The Contractor recognizes the special interest of the City to render the highest possible quality of courteous service to all customers of the parking system. Contractor further agrees and covenants that the City will have full and complete authority in determining compliance by Contractor with the standards specified herein, and will at its discretion enforce these standards to the fullest extent as set out in this Agreement.

### **2.2 Standards**

The Contractor shall operate, maintain and repair the Parking Facilities for the City, in accordance with and pursuant to the provisions of this Agreement and subject to such rules and regulations and schedule of rates, rents, fees, and charges including any revision thereof, from time to time in effect, as prescribed by the City. It is understood by the parties that nothing herein shall alter the Contractor's status as an independent contractor. The Contractor shall operate, maintain, repair and manage the Parking Facilities according to such high standards as generally prevail in connection with the operation of a first class parking operation of comparable size and location and in accordance with the following standards:

- (1) The Contractor shall clean the Parking Facilities in a neat and orderly fashion acceptable to the City's standards as contained in this Agreement.
- (2) The Contractor shall provide high quality maintenance appropriate for the multi-level and surface Parking Facilities with suitable care for aesthetic, architectural, access equipment, and other related aspects and elements in a manner consistent with the recommended maintenance and treatment as specified, taking into consideration those maintenance and treatment procedures specified by the applicable manufacturer or supplier.
- (3) **Signs**—Contractor shall not erect or display any new signs or other advertising without first obtaining the written approval of the Director.

### 3.0 STATEMENT OF WORK

- 3.1 **Generally**—Operational details are further set forth and clarified in the "Policies and Procedures Manual for Convention & Entertainment Parking Operations," on file in the Department's Parking Operations offices, as may be amended from time to time. Anything in the Policies and Procedures Manual in conflict with this **Exhibit "A"** shall be superseded by the terms of this Agreement or this **Exhibit "A."**

Contractor shall provide the labor, materials, and services necessary to perform the following general services:

- 3.2 **Theater District Parking Garages** are to remain open 24 hours per day seven days per week, using a gate schedule approved by the Director, with a minimum of one (1) entrance, Entrance #1 off Rusk Street, open 24 hours per day, seven days per week. The tunnel system from Jones Hall to the west end of the Orange Concourse Tunnel shall also remain open 24 hours per day, seven days per week unless the Director determines otherwise. The Y-Tunnel and T-Tunnel shall also remain open 24 hours a day.
- 3.3 **George R. Brown Convention Center Surface Lots** and the **Convention District Garage** shall be opened and operational as detailed in this **Exhibit "A."**
- 3.4 **Lots C and H** shall be used for parking for primarily City employees Monday through Friday, from 5:30 a.m. to 6:30 p.m. but shall be open for scheduled event parking at other times, as detailed in Section 14.2 of this **Exhibit "A."** After 6:00 p.m. Monday through Friday and on weekends Lots C and H shall be open to the public unless special event parking is scheduled.
- 3.5 **The Houston Center for the Arts Parking Lot** shall be operated as directed by Director, which may include coin boxes, as described in Section 15.1 of this **Exhibit "A."**
- 3.6 **Houston Police Department Parking Lot**, the Department's Parking Facility located at Preston and Artesian, which is used by Houston Police Department employees during weekdays, shall be staffed if requested for public parking after 6:00 p.m. Monday through Friday and all day on weekends and holidays. This parking lot is estimated to have 50 special event staffed hours per year.

### 4.0 SERVICES BY CONTRACTOR

#### 4.1 Revenue Collections

Contractor shall provide and perform services related to Revenue collections, recording, deposit, and reporting of parking fees as follows:

- (a) Provide and maintain under the Agreement a qualified on-site staff with sufficient accounting experience and knowledge to perform a variety of accounting functions as required or requested, such as the following:

Monthly Operating Reports for all locations  
Summary sheet of vehicle counts by lot for the month  
Revenue summaries for surface lots, Convention District Garage, and Theater District Garages

Additional reports for Theater District Garages  
Management summary  
Accounts by tenant, parkers by tenant  
Billing summary by tenant  
Aged Balances  
Also included in Monthly Report: copies of paid invoices for previous month  
Quarterly expense reconciliation  
Quarterly "Mystery Parker" audit reports  
Annual Audited Financial Statements (prepared by CPA or CPA firm)  
Performance Incentive calculations every six months  
GRBCC Surface Parking and Convention District Garage: weekly schedules and  
weekly revenue reports by lot/garage  
Perform a ticket loss analysis each month  
Traffic directors expense report: list hours worked by Contractor's traffic directors  
each month  
Employee Roster—a listing of all current employees, including subcontractor  
employees  
Rate surveys as requested  
Reconciliation of Angelika (movie theater patrons' parking validations)

- (b) The Contractor shall follow generally accepted accountability controls and shall collect, count and verify all receipts for operation of the Parking Facilities. The Contractor covenants and agrees that all Gross Revenues of the Parking Facilities, including collection of any rates, rents, fees, charges, and all other income derived or arising from or in connection with the operation and maintenance of the Parking Facilities shall be collected and deposited daily (or, for weekends or holidays, on the next business day) except for the Convention District Garage, for which deposits are made Monday, Wednesday and Friday.
- (c) The Contractor shall file with the Director a Daily Bank Deposit Summary of such daily deposits.
- (d) The Contractor shall maintain an Imprest Fund for refund of parking access card deposits to monthly contract parkers and provide a monthly balance and listing of names and dollar amounts. **All interest accrued from the Imprest Fund shall be credited to the City.**
- (e) The Contractor shall maintain a separate credit card account receipt account that uses the City's credit card processing machines, which are obtained through a separate contract. The Parking Operations office will make one or more credit card processing machines available to Contractor so that Contractor will be able to collect credit card payments from parkers.

#### **4.2 Contractor Services**

The Contractor shall:

- (a) Provide sufficient staff so that there shall be efficient entry and egress to Parking Facilities during all operating hours.

- (b) Provide sufficient staff to provide effective traffic control within all Parking Facilities. NOTE: Contractor shall provide traffic control personnel sufficient to meet all event requirements. All event traffic control plans, including use of security, are subject to approval by Director or his or her designee.
- (c) Keep all revenue and traffic control equipment in the Parking Facilities in good repair and operating condition, normal wear and casualty excepted. All repair work other than minor adjustment shall be done by the equipment manufacturer's authorized State of Texas licensed repair agents as a Direct Cost. **NOTE: Both during the Agreement and at the end of the Agreement, all revenue and traffic control equipment must be in fully operational condition.**
- (d) **Parking Operations Supplies**—Contractor shall purchase all regular and event parking tickets, monthly hang tags, validation stamps or coupons, bank deposit slips, and any and all other devices used in the parking and revenue control system. The Director shall approve the form, format, colors, wording, and serial numbers of all such items. Contractor shall be responsible for the storage, control, and accounting for all parking or revenue control items. All such items shall be delivered to the Director initially for recording and issue to Contractor.
- (e) Perform high quality housekeeping on the premises to keep the Premises clean and free of trash at all times. Contractor shall provide means for trash disposal as a Direct Cost.
- (f) Clean all parking equipment as needed.
- (g) Post and maintain professionally prepared parking rate signs at each entrance and exit. Signs must be approved in advance by the Director.
- (h) Furnish forms, uniforms and tools, and all office equipment, materials, and supplies needed for the efficient operation of its business, and high-speed Internet access.
- (i) Promptly repair any damages to the Department's Parking Facilities or equipment caused by the negligent acts or omissions of its employees, agents, or contractors.
- (j) Promptly and courteously respond to complaints or problems of patrons.
- (k) Maintain and clean all Parking Facilities as described herein.
- (l) Be provided with a duplicate key to all locks, doors, gates, etc., for the Parking Facilities, within 24 hours after the effective date of the Agreement. Upon expiration or termination of the Agreement, Contractor shall return all such keys to the Director.
- (m) Follow the specific maintenance requirements in Sections 8.0, 9.0, and 10.0 of this **Exhibit "A."**
- (n) Furnish traffic control devices:
  1. Cones with reflective tape, with labels that display the Parking Facility name (Labels are necessary only if Department managers request them.)

2. Traffic barricades
  3. Removable lane dividers
- (o) Furnish car stops where needed and replace when broken.

#### **4.3 Coordination with Security Contractor**

From time to time, the Department's Parking Operations Managers or the Director will ask Contractor to coordinate services with the Department's security contractor, for example, for the purpose of controlling traffic. Contractor agrees to cooperate with the Department's other Contractors as requested, to accomplish the goals of the Department. Questions about responsibilities, such as Contractor's role in traffic control, or other matters involving another City Contractor, should be directed to the Director or the Department's Parking Operations management office.

Contractor shall hire off-duty Harris County Sheriff's Department, Houston Police Department or other approved uniformed peace officer employees (one per shift), who will work during day and evening hours as requested. (It is estimated that two shifts per day, approximately 80 hours per week, will be requested normally. Actual hours will vary.)

#### **4.4 Special Event Services**

The Director reserves the right to require Contractor to provide special event services, including but not limited to, event parking at Parking Facilities where such parking is not a part of the regular schedule (parking as required by the Director for special events occurring at night, on holidays, and/or on weekends, such as parades or festivals), from time to time, by sending Contractor at least two days' advance written notice.

Contractor shall charge the parking rates for such special events as the Director determines.

#### **4.5 Contractor's Office and Equipment**

Contractor shall be responsible for maintaining a professional, presentable office area within the Theater District Parking Garages and Convention District Garage. Removable office furniture and office equipment belonging to the Contractor shall remain the property of the Contractor upon the expiration or termination of this Agreement, provided Contractor removes same within ten days following the expiration or termination of the Agreement. If Contractor fails to remove its office furniture and office equipment within ten days following the expiration or termination of this Agreement, such equipment shall become the property of the City and the Director may dispose of the equipment as he or she chooses.

#### **4.6 Parking Enhancements**

Immediately following commencement of this Agreement, Contractor shall perform an extensive analysis of the overall parking system and submit its recommendations as to what items should be purchased for general improvements and upgrades to the Parking Facilities. Upon receipt of written approval from the Director, Contractor will proceed with making general improvements and upgrades.

If requested by the Director or the Parking Operations Manager, Contractor shall obtain competitive bids for services, parking enhancement projects, or the purchase of equipment as a

means to control the cost of larger projects. Contractor shall identify services and purchases to be subcontracted or bid to realize process improvements or cost savings, prepare detailed service specifications for approval, conduct formal or informal bid procedures, recommend third-party vendors for service contract awards, and execute such contract awards. All third party provider contracts should be consistent with City-established contract parameters, guidelines and stipulations, and insurance requirements.

The procurement of equipment and enhancements, and all maintenance, repair and replacement costs of equipment and enhancements approved by the Director shall be a Direct Cost, unless specified otherwise herein. Upon expiration or termination of this Agreement, all equipment and enhancements shall remain the property of the City, unless the equipment or enhancements are deemed to be Contractor's property, as specified herein.

#### **4.7 Amenity Programs**

The Director may require Contractor to implement amenity programs, subject to the Director's prior approval, and Contractor shall perform related services at the request of Director. The types of services to be provided and any rates to be charged the parking customers should be approved by the Director in writing prior to implementation. Amenity programs include plans such as described in the following Sections 4.7.1 through 4.7.4.

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

Contractor shall make customer service a priority and strive to improve services to the parking customers, for example, by thinking of strategies to improve the commuter experience. Specific customer service programs offered by Contractor may include, but not be limited to, such items as customer surveys, employee hotline, customer appreciation day, and window washing programs.

Contractor's employees and subcontractors must speak and read English clearly and be able to accurately and confidently direct customers who need assistance.

Customer Service programs shall include the following:

##### **a. Auto Detailing/Car Wash/Repair Service**

With Director's prior written approval, Contractor or its subcontractor shall operate an Auto Detailing/Car Wash Service program for Theater District Parking customers, either administered off-site, or established in a remote location within the Parking Facility.

##### **b. Books on Tape**

With Director's approval, Contractor shall implement a "Books on Tape" program. Books on Tape is a program that allows customers to borrow CDs from the Theater District Parking Operations office to listen to during their commutes to and from work each day. This program will be marketed to the monthly parkers, if approved.

**c. Customer Service Workshops**

Contractor shall conduct quarterly customer service workshops for all on-site personnel. The workshops will be performed over a two-day period in two shifts to allow all employees to attend at least one session. Following receipt of written or oral request from the Director, Contractor shall provide documentation to show that the customer service workshops were conducted.

**d. Emergency Services and Vehicle Assistance Program**

Contractor shall administer emergency services, free of charge to parking patrons. Contractor shall provide such emergency services, including, but not limited to, the following:

- 1) Jump-start vehicles;
- 2) Inflate low/flat tires and/or install replacement spares; and
- 3) Provide car search/locating assistance.

Contractor shall assist customers who have a flat tire or a dead battery, or enter into a subcontract for such minor auto repairs, as described below. Contractor or its subcontractor shall provide the necessary equipment to facilitate this service including portable battery chargers, tools, and air compressors. The City's security contractor may supplement this service on the third shift.

**e. Minor Auto Repairs**

With Director's prior written approval, Contractor shall also provide minor auto repairs for Theater District Parking customers, such as fixing flat tires, windshield chips, charging batteries, etc., with an auto repair shop off-site. Contractor shall facilitate any such service, if approved. The quality and scope of work would be between the customer and the auto repair shop. If disposal of automobile parts or fluids (such as tires, batteries, or oil) becomes necessary for any reason, Contractor shall dispose of such items off-site in an environmentally sound manner, in compliance with all laws and regulations.

**4.7.2 Communications**

Contractor shall prepare a quarterly newsletter—named Access Granted—and shall increase communications about parking amenities, if requested by the Director. Any written parking communications that will be widely distributed, such as newsletters or brochures, must be approved by the Director prior to distribution.

**4.7.3 Quality Control**

Contractor shall make improvements or add services in response to feedback from parkers, with Director's prior approval. Contractor shall conduct customer surveys and develop comment cards to obtain feedback from parkers as often as the Director deems necessary.

**Annual Audits**--Contractor shall provide an annual financial audit of its activities related to this Agreement, conducted by an independent CPA or CPA firm. A complete audit report will be provided to the Director and his/her designee.

**Mystery Parker Program**--In the "Mystery Parker" Program, Contractor shall choose an individual or shopping service to pose as a normal patron and anonymously rate the treatment

he or she receives from Contractor's staff. Positive feedback should result in a favorable review and immediate reward (such as a dinner for two, theater or film tickets, etc.); negative feedback should lead to constructive criticism, target points for improvement, and no reward. Results from the Mystery Parker Program shall be submitted to the Director and the Department's Parking Operations Manager on a quarterly basis, unless the Parking Operations Manager requests that the reports be submitted less frequently.

#### **4.7.4 Advertising Programs**

The City reserves the right to implement an advertising program within the Parking Facilities and retain all of the revenues. The City will retain complete control over the content of advertisements and their placement in the Parking Facilities.

Upon receipt of Director's written request, Contractor shall implement an advertising program to bring in advertising revenues from third parties. If Contractor's advertising program is implemented, advertising revenues will be split between the City and the Contractor equally (50% to each). The Director will retain complete control over the timing, pricing, subject matter, and placement of advertising. All laws and policies applicable to the City concerning signage and advertising shall also apply to the Contractor.

#### **4.8 Contractor's Phase-Out Services**

Contractor recognizes that the services provided under this Agreement are vital to the City's overall efforts to provide safe and efficient parking services; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of this Agreement a successor may continue these services; that its successor contractor shall need phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.

Accordingly, Contractor shall be required to provide phase-out services for up to 30 days prior to Agreement expiration to its successor Contractor at no extra charge to the City. Phase-out orientation shall comprise a maximum of 30 working days, eight hours per day. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by this Agreement during its phase-out period. Contractor agrees to cooperate with its successor contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

All Documents in Contractor's possession, including data maintained in computers, prepared for or pertaining to the Agreement, shall be released to the City on a monthly basis throughout the term of this Agreement and upon Agreement expiration or termination.

## 5.0 REVENUE COLLECTIONS

### 5.1 Parking Rates

- A. **Generally** - Contractor shall implement the parking rates specified in Chapter 12 of the Code of Ordinances and recommended by the Director. The Director may change the parking rates from time to time.
- B. **Renegotiation of Parking Rate Schedules** - The Contractor is encouraged to make recommendations to the City concerning change in the parking rate schedules; however, the Contractor acknowledges that the City has sole authority to adjust the rates. It is understood and agreed by the parties that any future increase or decrease in the local or state sales taxes may be reflected in revised parking rates or absorbed into the existing rates.
- C. **Promotional Rates** - The Director, if authorized by City Ordinance, may approve promotional rates to ensure competitiveness with neighboring commercial parking operations, to enhance traffic flow, or to maximize parking revenues. Those rates may include:
  - 1. "Early Bird" prepaid special rate ticket.
  - 2. Special Daytime Event Ticket - for daytime, Monday - Friday events only.
  - 3. Contract Parking Promotional Specials.

### 5.2 Billing

Contractor shall bill corporate customers by forwarding to their address a statement for the receivable due the City. Such statements shall be mailed not later than the 25th day of each month for the charges due for the succeeding month. Validation accounts shall be billed not later than the fifth day of the month for the preceding month.

All matters involving collection and billing for City of Houston departments (e.g., Public Works and Engineering Dept.) or the GHCVB should be directed to Parking Operations management because other City departments pay through inter-departmental transfers and the GHCVB pays the City directly, as specified in their agreement with the City.

### 5.3 Invoices

Contractor shall invoice and collect parking fees from individuals, corporations, organizations, and City employees with the exception of City departments and contract parking for the GHCVB, as noted above. Contractor must accept credit/debit card payments for all fees with the credit card processing machines that the City will provide through the City's separate credit card processing contract.

### 5.4 Contract Parking

- a. The Contractor shall issue and cancel monthly contracts, contract access cards, collect and refund contract access card deposits, and collect monthly contract parking fees. The Director shall specify the form of the individual parking contracts. The Contractor shall maintain its own Imprest Funds to refund monthly contract parkers any amounts that are due them.

b. Contractor shall fund and maintain its own change fund for daily and event parking.

**5.5 Returned Checks**

Contractor is responsible for collection of returned checks tendered by customers that are returned unpaid by the bank.

**5.6 Complimentary Passes**

The Director is authorized to give complimentary passes to clients and for special City-sponsored events or promotions.

**5.7 Reserved Parking**

The Director may reserve and request that spaces be reserved and roped off for conventions and other groups using the Parking Facilities.

**5.8 Free Parking**

No one shall have the authority to validate tickets for free or discounted parking without the prior approval of the Director (the Director only, not the designee).

**5.9 Accountability Controls**

Contractor shall maintain generally accepted accountability controls for safeguard of City equipment, which generally consists of the following:

- A. Parking Ticket Inventory (daily transient and event parking)
- B. Gate Access System (Federal APD System), inclusive of computer hardware, software and documentation
- C. Keys to ticket spitter boxes and gate arms
- D. Power Scrubber
- E. Motorized Sweeping Machine
- F. All other equipment and supplies provided by City.

**6.0 CONTRACTOR'S EMPLOYEES**

**6.1 Employees of Contractor**

Contractor shall recruit, hire, train, promote, discipline, and supervise all the personnel employed in performing its duties under this Agreement, including all supervisors, and other employees performing services in and about the Premises. Contractor shall determine the number, qualifications, and functions of the parking employees, and provide required staffing as specified by the Director. Contractor shall provide its policies and procedures for hiring and conducting background checks to the Parking Operations Manager at the beginning of the Agreement and shall provide updates upon request as the Agreement progresses.

Contractor shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. Parking employees shall be employees of the Contractor. All employees at a supervisory level or above with cash handling responsibilities shall be bonded and

must undergo an annual background check. Contractor, pursuant to this Agreement, shall determine all labor and personnel policies. However, salaries or hourly rates shall not exceed the amounts shown in the budget, attached hereto as **Exhibit "B-1"** without the Director's prior written approval, not the Director's designee's approval.

## **6.2 Criminal Background Check**

At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Upon request by the Director, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement and at any other time deemed necessary by the Director throughout the term of the Agreement. The Contractor shall be responsible for all costs associated with the background checks.

Additionally, all of Contractor's employees and subcontractor employees must:

- a. Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;
- b. Not have been convicted in any jurisdiction of a Class A misdemeanor during the last ten years;
- c. Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction;
- d. Not have any pending, unresolved, or unadjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
- e. Not be required to register in this or any other state as a sex offender;
- f. Have no outstanding warrants;
- g. Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
- h. Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any employee or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at any City Facility;
- i. Not have been discharged from the armed services of the United States under other than honorable conditions;

- j. Be skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. All personnel must be skilled in establishing and maintaining effective working relationships with City employees and the general public.

### **6.3 Project Manager and Assistant Project Manager (over all Parking Facilities)**

Immediately upon execution of this Agreement, Contractor shall appoint a Project Manager and an Assistant Project Manager who shall be the senior officials of the Contractor's employees engaged for this Agreement and who shall be responsible for overseeing all Parking Facilities covered by this Agreement. The Project Manager and the Assistant Project Manager shall be available to the Director continuously during normal business hours and at least one of them shall be available at all times during evening and weekend hours, shall each carry a cell phone with a carrier that has the capability to receive underground reception, not be engaged in any other business of the Contractor, and shall be on-call for any emergency during non-business hours. The persons appointed as the Project Manager and the Assistant Project Manager are subject to the written approval of the Director only, not the Director's designee. The Project Manager and Assistant Project Manager shall normally work at the office located in the Theater District Parking Garage office, adjacent to the Department's Parking Operations office, but they shall also travel to the other Parking Facilities as needed to monitor operations at the other Parking Facilities.

The Project Manager shall perform tasks including, but not limited to, the following:

- a. Communicate with the Department's Parking Operations staff on a daily basis regarding operational issues.
- b. Supervise special projects and reporting.
- c. Review and approve monthly financial statements.
- d. Generate weekly operational reports covering the week's activities, financial projections, and special projects.
- e. Inspect the Parking Facilities, making sure cleanliness standards are maintained.
- f. Monitor the shuttle and tram operations.
- g. Hold weekly staff meetings.
- h. Provide guidance and assign special projects to Contractor's support staff.
- i. Oversee marketing program for new contract parkers.

The Assistant Project Manager shall work closely with the Project Manager and assist the Project Manager in fulfilling his or her duties.

### **6.4 GRBCC/Convention District Garage Parking Manager**

Contractor shall appoint a Parking Manager who shall be the senior official of the Contractor's employees engaged at the George R. Brown Convention Center Surface Lots and the Convention District Garage. The GRBCC/Convention District Garage Parking Manager shall have a functional cell phone and radio and shall be available to the Director and Parking Operations staff continuously during normal event hours and shall be on-call for any emergency during non-business hours. The person appointed as the GRBCC/Convention District Garage Parking Manager is subject to the written approval of the Director only, not the Director's designee. The GRBCC/Convention District Garage Parking Manager shall divide his/her time between the office space provided at the GRBCC and the office located in the Convention District Garage, as directed by the Parking Operations Manager and GRBCC management staff.

## **6.5 Dedicated Employee Service**

No employee of the Contractor required by this Agreement will perform any duties whatsoever for the Contractor, or any other parking company, that are associated with any other parking facility outside the scope of this Agreement during the time they are required to be on duty to provide services hereunder. Contractor's managerial employees, at the Assistant Manager level and above, shall be dedicated to this Agreement and shall not be employed anywhere else during the term of this Agreement without the Parking Operations Manager's prior written consent.

## **6.6 Emergency or Disaster Services**

Contractor agrees that it shall provide adequate staff at all times, including prior to, during, and following emergency or disaster conditions. Whether making preparations for a disaster or emergency or performing services following a disaster or emergency, Contractor shall give a high priority to assisting the Department and the Parking Operations Managers. At the Director's or Parking Operations' or Facility Managers' request, Contractor shall take appropriate action to protect the public's health and safety and prevent damage, or further damage, to the Parking Facilities. If the Contractor provides such services related to an emergency or disaster, including, but not limited to, the use of Shuttle Buses, the specific costs will be agreed to between the parties and paid in accordance with the Special Services Authorization procedures.

## **6.7 Personnel Report**

At the beginning of this Agreement and as requested thereafter, Contractor shall provide a complete and accurate listing of the names and positions of all Contractor's employees who perform services in the Parking Facilities to the Director monthly, or as requested. Resumes must be provided for all key personnel, at the supervisor level and above.

## **6.8 Personnel Changes**

Only the Director, not the Director's designee, shall have the right to object to any of Contractor's employees. Upon objection by the Director, Contractor shall remove the employee from the Parking Facilities. Removed administrative employees shall be replaced within two weeks and removed operational staff shall be replaced immediately (or within 24 hours, if operations will not otherwise be disrupted). Replacement employees shall be appropriately trained in advance to fill their respective positions.

## **6.9 Complaints**

If the Director or Parking Operations Managers receive any complaint concerning the conduct, demeanor or appearance of any of Contractor's employees, Contractor shall promptly take steps to investigate and correct, where warranted, the condition which gave rise to the complaint.

## **6.10 Uniforms**

Contractor's employees and subcontractors, including custodians, maintenance personnel, and Event Cashier/Ambassadors, at all times shall be dressed in uniforms which are distinctive in appearance, neat, clean and include photo identification tags identifying the employee and name of Contractor, or Contractor's subcontractor. Personal articles of clothing such as hats and jackets are not allowed. Contractor shall supply its personnel, including subcontractors, with boots, winter

jackets and raincoats (bearing the Department's name and insignia) if they are required to work outside. The Director shall have final approval of uniform style. Theater District uniforms include blue polo shirts and windbreakers in the same shade of blue as in the Theater District Parking signs. George R. Brown Convention Center and Convention District Garage parking attendants shall wear red shirts and red jackets.

All personnel shall have good personal hygiene, have a well-groomed and neat appearance (for instance, shirt tucked in, appropriate pants and shoes, etc.), and provide friendly service to customers. Extreme fashions that could present a safety risk, or which are considered inappropriate for a workplace, are not suitable. For example, facial piercings, large areas of exposed tattoos, gang insignia, t-shirts with vulgar, controversial, or political messages, unusual hairstyles, hats, and excessive jewelry or other accessories that are traditionally viewed as being inappropriate for a conservative workplace in the State of Texas are not appropriate workplace attire for the Parking Facilities because they could impede parking operations by distracting or alarming motorists and pedestrians.

Contractor shall provide five sets of uniforms to each of its employees, and a uniform cleaning service, as a Direct Cost. The employees, including subcontractor employees, shall not be required to purchase or clean the uniforms. The employees shall be given the option of cleaning the uniforms themselves, provided that the uniforms are kept neat in appearance, free from excessive mending, stains, wrinkles, or fading. Old or faded, stained, or tattered uniforms shall be replaced with new uniforms as needed to maintain a clean-cut appearance. If the Department's logo or a Parking Facility's logo changes during the term of the Agreement, the Department's managers may request that new uniforms include one or more new logos. Contractor shall attach the new logo to new replacement uniforms, or cause the logo to be attached, as requested. The cost of any new logo patches that may be required will be a Direct Cost unless the City provides logo patches to the Contractor at no cost.

#### **6.11 Duty Pre-assignment and Training**

Contractor agrees to establish a system of pre-assignment of personnel to positions and schedules as listed in this Section. **In-service training programs including operating manuals, instructional programs and equipment for training all Contractor's employees shall be submitted to and approved by the Director and be sufficient in scope to produce the high-quality service required hereunder.** Contractor shall include or add to its employee training programs the specific activities listed below. Contractor shall notify the Director if any employee has not completed training prior to the employee assuming unsupervised duty.

#### **6.12 Training**

Contractor shall establish a comprehensive training program for its employees. Specific areas to be addressed in training of employees shall be accomplished initially by formal instruction. Contractor shall provide a minimum of at least eight hours of on-site training to all new hire booth cashiers and event cashiers before each such employee assumes duty. With prior written approval from the Director, managers and the assistant manager shall maintain membership and attend parking industry trade shows such as IPI, NPA, PIE, or TPA, or other regional trade shows. These shows will enable personnel to remain current on parking industry standards and the latest parking Technology. During this Agreement, the parking systems analyst shall attend the training offered at the Federal APD headquarters in Michigan, with the Director's prior written approval. Direct Cost payment of training and travel expenses shall be commensurate with City policies concerning training and related travel expenses.

Contractor shall produce written instructions for its personnel to follow. Any employee responsible for training another in any area shall demonstrate proficient subject matter knowledge to the Director upon request. Failure to satisfactorily demonstrate sufficient knowledge shall be grounds for the determination of an unsuitable training program, which shall be considered an event of default hereunder. **Written instructions, which supply as complete and accurate information as possible, shall be written for the:**

- (1) Managers.
- (2) Bookkeepers.
- (3) Booth Cashiers.
- (4) Maintenance Workers.
- (5) Event Cashiers/Ambassadors.
- (6) Other personnel.

Written procedures shall be prepared for:

- (1) Fee computer operation.
- (2) Any parking control equipment which will be serviced internally.
- (3) Emergency procedures, e.g., fire, accident, medical emergency, robbery, theft, bomb threat, terrorist attack, biohazard, pandemic, elevator malfunction, freeze, hurricane, flood. (Director's written approval is required.)
- (4) Accounting policies and procedures.
- (5) Customer relations.
- (6) Dress code.

Additionally, Contractor shall follow the City's Parking Operations' Policies and Procedures Manual, on file in the Parking Operations offices, as may be amended from time to time. **The Contractor's Employee Manual shall be submitted to the Director within 30 days after this Agreement begins. Updates shall be made periodically and shall be forwarded to the Director upon request.** All procedure manuals shall be available at the Contractor's on-site office at all times.

### **6.13 Personnel Requirements**

The Contractor shall employ a sufficient number of competent personnel for the proper operation of the Parking Facilities in conformity with these standards. The number of employees shall be as specified by position and shift as provided in this Section. Contractor agrees that all offices will be manned continuously on weekdays (ordinarily 7:00 a.m. – 6:00 p.m., Monday through Friday). Any changes in the number of employees or the shifts to be worked must be approved by the Director or the Parking Operation Managers' oral or written approval. Contractor shall document significant personnel changes in writing and provide copies to the Parking Operations Managers.

Contractor shall provide the Parking Operations Managers with a list of the duties and job responsibilities of all positions. Other duties may be added, as deemed by the Director.

The number of employees and shifts required shall be as listed in **Exhibit "B-1,"** Direct Cost Budget, although the number of employees and hours are subject to change, as deemed necessary by the Director and Department's Parking Operations Managers. Adjustments to the annual salaries and hourly rates may be made only with the Director's prior written consent, not the Director's designee's consent.

Only the Director, not the Director's designee, reserves the right to close some or all Parking Facilities temporarily or permanently as may be appropriate.

**NOTE:** The following Exits are presently reserved for contract parkers and do not normally require a cashier at the exit booth:

Exit #4 (old Capitol)	6:00 a.m. – 10:00 a.m. Contract Exit Only, M - F
Exit #5 (new Capitol)	24 hour Contract Exit Only, M - F
Exit #7 (Texas)	6:00 a.m. – 1:00 p.m. Contract Exit Only, M - F
Exit #8 (Prairie Street)	6:00 a.m. - 6:30 p.m. Contract Exit Only, M - F

**C. Theater District Garages Event Cashiers:** Event tickets for the Theater District Garages are issued when events in surrounding theaters are scheduled, such events generally occurring from 5:00 p.m. until 6:00 a.m. Monday through Friday, and all day and evening Saturday, Sunday and City holidays. Event Cashiers shall be at their post at least two hours before an event begins, to coincide with scheduled events. The Parking Operations Managers will inform Contractor about scheduled event time periods.

Operation of entrance ramps will be as required by events with the exception of Entrance #1, which shall be staffed 24 hours per day, seven days per week unless otherwise requested by the Director. Additionally, Entrance #7 (Texas Avenue entrance/exit) must be staffed one and one-half hours before an event is scheduled at the Alley Theatre. The exit side shall remain open until all cars have cleared the garage, or other such time as set by the Director. The hours may be adjusted at the discretion of the Director.

**NOTE:** Double laning by Event Cashiers to increase the rate of ingress into the garages will be required when necessary to alleviate traffic back-up onto the street above.

The schedule will determine the staffing times and locations.

**D. George R. Brown Convention Center and Convention District Garage Event Cashiers/Ambassadors:**

The minimum number of event personnel required is based on projected attendance for the events. Projected attendance and event days are determined by the George R. Brown Convention Center (GRBCC) management staff, namely, the GRBCC Facility Manager or his designee, and a monthly schedule will be made available to the Contractor approximately two weeks prior to the beginning of each month. The GRBCC management staff will review all schedules. However, it is the Contractor's responsibility to ensure lots are staffed for all events. Contractor will be subject to liquidated damages for failure to adequately staff a lot for an event reflected on the schedule provided by the GRBCC management staff.

**Event Cashiers/Ambassadors** (or "event workers") will be in their booth or lane entrance, traffic control or other assigned positions no later than one and one-half hours prior to the beginning of the event unless instructed otherwise by the Department's GRBCC Facility Manager, or his designee. Event Cashiers/Ambassadors shall work a minimum of two hours for each event and may leave 30 minutes after the beginning of fixed starting time events (e.g., concerts) only. The Contractor recognizes that the majority of events are "continuous load" type events such as conventions, festivals, and celebrations, and will

provide event workers as needed until an hour before the end of such events to collect parking fees and provide traffic control, unless instructed otherwise.

Event Cashiers/Ambassadors will be placed in Parking Facilities and locations according to the type and location of the event and in the Contractor's best judgment for the most efficient parking operation for the event. An Event Cashier/Ambassador shall be located at the north entrance of Lot #5 during load-ins and on event days. The exit at the south end of the lot shall be designated "No Entry" and secured by the Contractor to prevent illegal entrance.

Event workers (Event Cashier/Ambassadors) are part-time employees scheduled in addition to regular full-time Contractor employees. Regularly scheduled management, booth cashiers, and maintenance personnel cannot be counted in the calculation of the number of event staff and must remain on duty as scheduled unless the Director makes an exception.

The Event Cashier/Ambassadors currently work only at the GRBCC parking operations, and mainly in the Convention District Garage. Usually, there is only one Ambassador on duty at a time. Their duties are to give people directions to Discovery Green Park, to the GRBCC visitors, and to parkers at pay stations, as well as telling the parkers how to use the pay stations and pay-in-lanes devices. They also keep track of empty spaces and help direct parkers to those spaces, and inform the operations managers when the garage is full. While these are their main duties, they shall also act as cashiers. For example, during large events there may be two Ambassadors selling pre-paid value cards at the entrances, while a third performs the usual Ambassador tasks.

**E. George R. Brown Convention Center Parking Manager:** The GRBCC Parking Manager's responsibilities shall include, but not be limited to, the following, for the GRBCC lots:

- 1) Prepare a two-week staffing schedule and submit to GRBCC Operations Manager for approval one week prior to the schedule starting.
- 2) Staff all surface lots according to event memoranda.
- 3) Hire/discipline employees based on guidelines provided by Contractor.
- 4) Train new employees.
- 5) Closely work with the Department's Parking Operations Managers to maximize revenue and control costs.
- 6) Closely supervise all employees on duty.
- 7) Pick up monies from event cashiers.
- 8) Check all equipment for proper operation.
- 9) Daily walk-through all surface lots to make sure the lots are clean and in safe condition.
- 10) Maintain inventory of event and value card tickets.
- 11) Issue event and value card tickets to event cashiers.
- 12) Secure daily event and value card tickets and revenue in vault.
- 13) Ensure all monies are deposited in accordance with the terms of this Agreement.
- 14) Submit all returned ticket stubs and cashier reports to Contractor's ticket auditor.
- 15) Obtain event cashier report audit results and copies of deposit slips from Contractor's office.
- 16) Prepare weekly revenue and payroll costs recap and submit to GRBCC Operations Manager.

- 17) Provide adequate supply of forms, change, and tickets.
- 18) Attend the weekly GRBCC Operations meeting and pre-convention meetings as required.
- 19) Perform surprise audits on event cashiers regularly.
- 20) Perform other duties as determined by the Director.
- 21) Manage GRBCC shuttle bus operations including scheduling, maintenance, and cleaning.
- 22) Participate in customer service training and workshops conducted by Contractor.

#### **6.14 Holidays/Holiday Pay**

The City of Houston observes the following holidays, New Year's Day, Martin Luther King Jr., Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. The garages operate 365 days a year and the Contractor shall have office personnel scheduled to work on City observed holidays as the Parking Operations Managers deem necessary, to perform parking related duties (e.g., for special events parking and parking for office workers who park during City holidays that are not universally observed). Employees who work on the following holidays shall be paid not more than one and a half times their regular pay rate: Christmas Day, Thanksgiving Day, and New Year's Day.

### **7.0 JANITORIAL SERVICES**

7.1 Janitorial services shall be performed in all Parking Facilities including the Contractor's on-site offices, the on-site Security office, and the Department on-site Parking Operations offices. The Contractor shall utilize a well-trained staff including individuals who have had special training with the types of floor surfaces found in the garages and tunnels (i.e., concrete parking surfaces as well as granite, tile, and terrazzo), and maintaining the floors with maintenance machinery such as scrubbers, sweepers, and floor buffers.

7.2 The Contractor shall develop a detailed Maintenance Checklist to be presented to the Director for approval, at the beginning of this Agreement and as requested thereafter. The Maintenance Checklist shall outline each duty that is to be performed in the ongoing maintenance process and clearly stipulate how often the duty is to be performed. Each day, Contractor shall submit a completed checklist to the Department's Parking Operations Manager, who will verify that all scheduled tasks have been completed. Below is a minimal janitorial employee schedule, which shall be used at the Parking Facilities. Third shift work may be required. The janitorial employee schedule and hours are subject to change at the Director's discretion. More janitorial employees will be needed after large events.

#### **7.3 Theater District Garage and Tunnels**

**Monday - Friday (5:00 a.m. - 2:00 p.m.)**

Four employees, using a staggered shift.

**Monday - Friday (2:00 p.m. - 11:00 p.m.)**

Two employees for custodial work. One scrubber/sweeper operator.

**Saturday & Sunday (7:00 a.m. - 11:00 p.m.)**

One employee on site per shift. Two shifts each day.

#### **7.4 Convention District Garage**

Contractor shall clean the Convention District Garage and remove trash from the garage daily, in the same manner as it cleans the Theater District Parking Garages. The Director, but not the Director's designee, shall have the right and option to terminate such services by providing Contractor with 30 days' prior written notice to cease cleaning or disposing of trash at the Convention District Garage.

#### **7.5 Janitorial Services at All Parking Facilities**

Janitorial services shall include all labor, material, and equipment to clean all areas, including but not limited to the tasks described below. The Department's Parking Operations Managers have the authority to request minor changes to the frequency of these tasks from time to time, either orally or in writing, to conserve resources and control expenses.

##### **A. Routine Cleaning Tasks**

1. Daily, empty and remove all waste from receptacles of all Parking Facilities, and remove all trash and litter from the surface areas of all Premises.
2. Remove visible oil caused by vehicles in Parking Facilities as needed.
3. Clean light fixtures, signs, walls, and glass in the Tunnel system (excluding the Wortham Tunnel inside the Wortham Theater Center), and finish all Tunnel floors as often as necessary to maintain a clean state as determined by the Director.
4. Contractor's custodial staff shall inspect and clean the Orange Concourse Tunnel and Jones Hall Tunnel two hours before a scheduled performance at Jones Hall, unless directed otherwise by the Parking Operations Managers. The inspection and cleanup shall also be done again 30 minutes before a performance ends, unless a Parking Operations Manager determines that a more flexible time period is indicated. The same schedule shall apply for the T-Tunnel leading to the Hobby Center for the Performing Arts.
5. Scrub all garage floor surfaces in the Theater District Garages and the Convention District Garage a minimum of five times per Agreement year, or as required by Director or Parking Operations Manager. Scrubbing shall be done by a designated member of the Contractor's staff using a powered riding scrubber furnished by the Department. The Contractor is responsible for all detergent/degreasers, brushes, squeegees, and repairs to the power scrubber. The Contractor shall supply the gasoline for the scrubbing machine, which is to be stored in OSHA- and NFPA-approved cans and cabinet. The cost of the gasoline will be reimbursed as a Direct Cost.

The Contractor shall employ the person(s) to operate the power scrubber, and the Contractor shall properly train and furnish safety instructions to the scrubber operator. Contractor shall also ensure that the power scrubber operator operates the machine in a safe manner at all times and in accordance with the manufacturer's operations guidelines. The scrubber operators shall comply with the requirements for drivers shown in Section 12.4, except they will be required to have a regular valid Class C State of Texas driver's license instead of a commercial

license, unless State law requires otherwise. Contractor is responsible for all repairs to the power scrubber except those covered by the manufacturer's warranty. At the end of the Agreement Term and any Renewal Term, the scrubbing machine shall be returned to the Department in good condition. All replacement parts shall be from the original manufacturer (i.e., no after-market parts).

Contractor shall submit, to the Parking Operations Manager on a weekly basis, a floor plan of the garages showing areas of the garage(s) scrubbed the previous week.

6. At the Theater District Parking Garages and the Convention District Garage, sweep all garage floor surfaces including tops of esplanades and curb stops, behind curb stops and tops of walkways (where reachable) a minimum of five times per Agreement year, or as required by the Director or a Parking Operations Manager. Contractor's staff shall perform the sweeping, using a gasoline-powered, riding sweeping machine provided by the Department. Sweeper operators shall comply with the requirements for drivers shown in Section 12.4, except they will be required to have a regular, valid Class C State of Texas driver's license instead of a commercial license, unless State law requires otherwise. The Contractor is responsible for brushes and repairs to the sweeper. The Contractor shall supply gasoline for the sweeper, which is to be stored in OSHA- and NFPA-approved cans and cabinet, as a Direct Cost.

Contractor shall submit, to the Parking Operations Manager on a weekly basis, a floor plan of the garages showing areas of the garage(s) swept the previous week.

The City will provide a fenced area with a lockable gate for the purpose of storing the sweeping machine and its accessories including the gasoline storage cabinet. The Contractor shall employ a designated person who has been properly trained to operate the power sweeper. Contractor shall properly train the sweeper operator and provide safety instructions to him or her. Contractor shall ensure that the power sweeper operator operates the machine in a safe manner at all times and in accordance with the manufacturer's operations guidelines. Contractor is responsible for all repairs to the power sweeper except those covered by the manufacturer's warranty. All replacement parts shall be from the original supplier (i.e., no after-market parts). At the end of the Agreement Term and any Renewal Term, sweeping machine shall be returned to the Department in good condition.

7. **Sweeping of Surface Lots** (The uncovered outdoor surface lots which shall be swept include the GRBCC Surface Parking Lots and Staging Lots, Lots C and H, Houston Police Department parking lot, and Houston Center for the Arts parking lot)—All surface lots shall be swept six times per year or as requested by the Department's Parking Operations Managers. The Department's sweeper will not be used as this requires a sweeping machine specifically designed for outside surface lot use. Trash shall be picked up daily.

**B. Stairwells:**

1. Clean all steps, light fixtures, mirrors, signs, walls, and floor drains. Stairwells must be monitored throughout the day and may require cleaning several times per day.
2. The first cleaning shall be completed by 7:00 a.m., Monday through Friday and two hours before the start of the first event on any day, including Saturdays and Sundays.
3. As required, but at least once per week, stairs shall be scrubbed and/or mopped and cleaned using a biodegradable cleaner/degreaser.

**C. Contractor's on-site Theater District Garage office, Convention District Garage office, on-site Security Office, on-site City Parking Operations offices, Theater District Garage Restrooms, Theater District Garage Elevators, and Tunnel System (except the Wortham Tunnel inside the Wortham Theater Center):**

1. Clean light fixtures, restroom fixtures, signs, walls, glass, and floors: Contractor shall supply all restroom supplies and cleaning materials as specified by the Director or Parking Operations Managers.
2. Finish vinyl tile floors and terrazzo floors with a high gloss finish and buff as necessary to maintain a high gloss state. **NOTE:** The City will not furnish equipment or materials for this purpose. All Tunnel wall surfaces and floor surfaces are to be maintained according to their manufacturer's or supplier's specifications.

**D. George R. Brown Convention Center Surface Parking Lots and Staging Lots:**

Contractor shall clean the GRBCC Surface Parking Lots and Staging Lots in the same manner as the other surface parking lots. Cleaning responsibilities include, but are not limited to, the following: sweep lots with a motorized sweeping machine designed for outdoor use six times per year, empty all trash cans, and remove all trash and litter daily, or as often as required by the Director or Department management, either orally or in writing.

**E. Houston Center for the Arts -- Contractor shall be responsible for cleaning the Houston Center for the Arts Parking Lot and the parking booth. Cleaning responsibilities include, but are not limited to, the following: sweep lots with a motorized sweeping machine designed for outdoor use six times per year, empty all trash cans, and remove all trash and litter as often as required by the Director or Department management, either orally or in writing.**

**F. Lots C and H -- Contractor shall be responsible for cleaning Parking Lots C and H. Cleaning responsibilities include, but are not limited to, the following: sweep lots with a truck-mounted motorized sweeping machine designed for sweeping outdoor parking surfaces (not the Theater District Garage sweeping machine, which is designed for use in covered garages) six times per year, empty all trash cans, and remove all trash and litter as often as required by the Director or Department management, either orally or in writing.**

**G. Houston Police Department Parking Lot -- Contractor shall be responsible for cleaning the Houston Police Department parking lot. Cleaning responsibilities include, but are not limited to, the following: sweep lot with a truck-mounted motorized sweeping machine designed for sweeping outdoor parking surfaces (not the Theater District Garage sweeping machine, which is designed for use in covered garages) six times per year, empty all trash**

cans, and remove all trash and litter as often as required by the Director or the Parking Operations Managers, either orally or in writing.

## **8.0 PREVENTIVE MAINTENANCE FOR PARKING EQUIPMENT**

Contractor shall keep a record of all preventive maintenance performed. Contractor's log of preventive maintenance shall be made available for review by the Director or the Parking Operations Managers upon request.

Maintenance and repairs shall be Direct Costs and are to be performed using equipment manufacturer's authorized repair agents on computerized parking access system and related equipment including, but not limited to, gate arms, ticket spitters, loop detectors, card readers, and cashier terminals. **Contractor shall provide and install all replacement parts as a Direct Cost.**

To maintain garage parking equipment in good, reliable operating condition, Contractor shall perform, or cause to be performed, at a minimum, the following preventive maintenance services.

### **A. Parking Gates**

#### **Daily:**

Check all gate arms for malfunctions and make sure locks are locked.

Arm replacements shall be per the following specifications:

Tapered arms of proper length made from 1" x 6" white pine boards, painted white with black stripes. Replacement articulated arms shall be accurately assembled to ensure proper operation of gate.

#### **Weekly:**

Clean exterior of cabinet and observe general observation for maintenance as may be required.

#### **Monthly:**

Lubricate hinge bearings of all articulated gate arms. Check wear of articulated arm bearings.

Contractor shall be responsible for maintaining chains and bollards. The chains and bollards shall be checked monthly.

#### **Semi-Annually:**

Wax exterior of cabinets to maintain good appearance. Vacuum-clean interior of gate cabinets.

Clean any oil leakage.

Lubricate mechanism as specified by the manufacturer.

Closely examine all fastenings, linkages, and limit switches for abnormalities.

Repairs, when required, shall be made by a qualified technician or referred to the equipment manufacturer.

### **B. Ticket-Spitters**

#### **Daily:**

Check time and date and set as required.

- Check for malfunctions and make sure locks are locked.
- Check ticket vending and also gate vending when ticket is removed from ticket spitter throat.

**Weekly:**

Clean exterior of cabinets.

**Monthly:**

Thoroughly vacuum-clean interior of ticket spitter, and in particular, all areas of the dispenser mechanism.

**Semi-Annually:**

Wax exterior of cabinets to maintain good appearance. Repairs, when required, shall be made by a qualified technician or referred to the equipment manufacturer.

**C. Card Readers**

**Daily:**

Observe that all card readers' read card data and properly vend the gates.

**Weekly:**

Clean exterior of cabinets to maintain good appearance.

All servicing of card readers and/or card reader power supplies shall be done by a qualified technician or the equipment manufacturer, as needed.

**D. Detectors**

**Daily:**

All detectors shall be checked for proper operation. (Checking may be done by observation of associated equipment such as gates, ticket spitters, etc.)

**E. Fee Computers**

**Daily:**

Maintain temperature of cashier booths below 85 degrees F., so as not to overheat electronic fee computers.

**Monthly:**

All printers shall be properly cleaned, lubricated, and adjusted.  
Ribbons of proper type shall be changed as required.

All printer repairs shall be made by a qualified technician or the equipment manufacturer.

**F. Intercom Systems**

All intercom system repairs, such as lamp replacement, repair of defective units, or defective wiring, shall be made by a qualified technician or the equipment manufacturer.

If Contractor does not have qualified maintenance employees, preventive maintenance and service Agreements shall be maintained with qualified Contractors (must receive the Director's Agreement) to perform all technical duties on above-specified equipment.

**G. Car Counters**

Contractor shall maintain all car counters in accordance with the manufacturer's specifications, and make or cause whatever repairs are necessary to keep the car counters in satisfactory working condition.

**H. Flood Gates**

Contractor and the Director shall select key employees who shall be trained in flood barrier deployment. They shall assist with the deployment of the flood gates upon request from the Director or Parking Operations management.

**9.0 MAINTENANCE - ALL GARAGES**

**A. Daily Maintenance:**

Contractor's daily maintenance log must be available for inspection at any time.

- (1) Check all parking control equipment:
  - (a) Pull ticket to take ticket number, check printing quality, time and date.
  - (b) Check all gate arms.
  - (c) Check all access card readers.
  - (d) Check all traffic control lights.
- (2) Sweep all paved entrance and exit areas.
- (3) Check and clean all major pedestrian flow areas.
- (4) Perform preventive maintenance and other tasks.
- (5) Sweep, dust mop, deodorize, and/or buff all tunnels and stairwells each day. This includes emptying of trash cans as needed.
  - (a) Clean all steps, light fixtures, mirrors, signs, walls, and floor drains. Stairwells may require cleaning several times per day due to pedestrian traffic.
  - (b) The first cleaning shall be completed by 7:00 a.m., Monday through Friday and one hour before the start of the first event on any day, including Saturdays and Sundays.
  - (c) As required, but at least once per week, stairs shall be scrubbed and/or mopped and cleaned using a biodegradable cleaner/degreaser.
- (6) Pick up trash and litter throughout garage.
- (7) Sweep, clean, pick up trash, and dust office, booths and restrooms. Replenish paper towels, soap, and toilet paper as needed.

- (8) Clean and sweep all elevators including sweeping out of door tracks. Remove graffiti as required.

**B. Periodic Maintenance:**

- (1) Contractor shall re-stripe garage surfaces for all parking garage structures at least every 18 months. Contractor shall use City of Houston approved traffic paint (full strength). Scope of work includes all lane-dividing stripes, arrows, handicapped spaces and any other existing traffic control lines.
- (2) Perform all other required or needed maintenance duties as time permits or at times other than listed as is practicable.

### **10.0 MAINTENANCE - SURFACE LOTS**

Surface Lots include the GRBCC Surface Parking Lots, the Staging Lots, Lots C and H, the Houston Center for the Arts surface parking lot, and the Houston Police Department parking lot.

**A. Daily Maintenance:**

- (1) Check operating condition of all access and egress equipment including bollards, chains, and flagging.
- (2) Wipe off all signage on the lots.
- (3) Pick up trash and litter throughout lots.

**B. Periodic Maintenance:**

- (1) Use powered sweeper to clean all parking area surfaces a minimum of six times per year, or as required by Director.
- (2) Contractor shall re-stripe all surface lots every 12 months, or as often as the Parking Operations Manager requests. Contractor shall use traffic paint (full strength) as approved by the Director. Scope of work includes all lane-dividing stripes, arrows, handicapped spaces and any other existing traffic control lines.
- (3) Perform all other required or needed maintenance duties as needed.

### **11.0 EQUIPMENT**

Contractor shall provide the following equipment as a Direct Cost unless it is specifically stated that the City will provide an item or service.

#### **11.1 Equipment and Supplies**

Contractor shall furnish all materials and supplies necessary to properly perform the required activities as specified under this Agreement. Contractor shall furnish, at a minimum, basic operating and maintenance equipment and supplies as required in this **Exhibit "A."**

## **11.2 Expenses Borne by Contractor**

The following items are not a Direct Cost and shall be borne solely by Contractor: five new gasoline golf carts, 15 16-channel high quality radios, a minimum of six cell phones and cell phone service, quarterly customer service seminars, annual financial audit performed by an independent CPA, all insurance deductibles, criminal background checks, and biometric time clock software that interfaces with the Contractor's payroll system, to be approved by the Director, as required by Section 11.6. No substitutions are allowed without the Director's express written approval, in advance, not the Director's designee's approval. At a future date, Contractor may be asked to conform its biometric time clock system to link with the City's SAP system, and Contractor agrees to comply with such a request when it is made. Any such future changes of biometric time clock software requested by the Director would be a Direct Cost.

Contractor shall pay for any damages it or its subcontractor causes to City-owned equipment and property. Additionally, Contractor shall be responsible, at its expense, for all necessary repairs and replacements to the above-mentioned equipment. Contractor shall also ensure that a member of its upper management staff is available for meeting at the Department's Parking Operations offices on a weekly basis, or less often, as deemed necessary by the Department's Parking Operations Manager.

The City currently owns all of the computers in the office that house the access control system and access to the network. With the Director's approval, Contractor may purchase additional computers at its expense; however, any information contained therein shall belong to the City and shall be transferred by the Contractor to the City as of the expiration date of this Agreement in the form specified by the Director. The City owns the license for the accounts receivable software PARIS (Parkers Accounts Receivable Information System). Currently all of the furniture in the parking offices is owned by the City. If Contractor wishes to add additional furnishing, or if there is a need for replacement due to neglect or misuse, then the Contractor shall replace or add furniture at its expense.

## **11.3 Computer/Access Equipment**

Contractor shall furnish, as a Direct Cost, all necessary maintenance to computers, computer software, graphics, and other access equipment using parts supplied by original manufacturer and factory authorized service technicians. Maintenance of City-owned computers shall be coordinated in advance with the Department's Information Technology (IT) Division staff.

## **11.4 Golf Carts**

At the beginning of this Agreement, Contractor shall provide, at its expense, a minimum total of five new gasoline-powered golf carts, which shall be kept in fully operational condition, and on the premises at all times: three to cover the expanse of the Theater District Parking Garages, and two to cover the expanse of the George R. Brown Convention Center surface lots and the Convention District Garage. Golf carts shall be EZ-Go or approved- equivalent with four seats, and shall have headlights, rear-view mirrors, and any equipment required for street use. Contractor shall pay for the repair of any damage caused by its employees or its subcontractor's abuse or neglect, outside of normal wear and tear.

Contractor shall provide all gasoline and OSHA- and NFPA-approved containers and storage cabinets for the gasoline. Each golf cart must be operated safely at all times and shall have a flashing amber strobe light mounted on a pole or on top. The strobe light shall be mounted on a

pole or on the roof of each golf cart. There will be a need to use golf carts to transport customers from time to time. When they are used for that purpose, passengers riding on golf carts shall be the Contractor's sole responsibility and shall be covered by Contractor's insurance. Contractor's employees who drive golf carts must drive cautiously, at a speed not to exceed ten miles per hour, to avoid collisions with pedestrians and motor vehicles. At its sole expense, Contractor must provide the five new golf carts at the beginning of the Agreement with Contractor's logo prominently displayed. The City's logo and/or the Department's logo may be added to one or more of the golf carts, at the Parking Operations Manager's discretion.

**11.5 Radios/Cellular Phones/Pagers**

Contractor shall furnish no less than a total of 15 operational radios to provide communication between the Contractor and traffic directors, custodial staff, and City's security Contractor. Six radios are required for the Theater District Parking Garages, and two radios are required for off-duty law enforcement officers. The Contractor shall supply two additional radios to the Department's Parking Operations management staff, set to all frequencies used by the Department at Theater District Garages. Contractor shall also furnish at least five radios at the George R. Brown Convention Center/ Convention District Garage.

The radios shall be programmed to be compatible with radios used by Department personnel. Contractor shall use 16-channel Motorola radios, which shall remain property of the Contractor.

Contractor shall also provide a minimum total of six cellular phones, and cell phone service for the following personnel: Contractor's Project Manager, GRBCC Parking Manager, the Assistant Manager, and the Shuttle Bus Drivers (at least three).

To clarify, Contractor shall provide, at a minimum, the number of radios and cell phones listed below:

Theater District Garage:	6 radios
Off-duty Law Enforcement Officers	2 radios
Department's Parking Operations Staff	2 radios
George R. Brown Convention Center/ Convention District Garage:	5 radios
	<hr/>
	15 radios total
Shuttle Bus Drivers:	3 cell phones
Contractor's Managers	<u>3 cell phones</u>
	6 cell phones total

**11.6 Biometric Time Clocks**

Contractor shall provide, as a Direct Cost, a biometric time clock for each of Contractor's offices (in the Theater District Garage, the Convention District Garage, and the GRBCC). The Director shall have final approval of all daily sign-in and time clock procedures. The biometric time clock shall be compatible with Contractor's employee payroll system. At a future date, Contractor may be asked to conform its biometric time clock system to link with the City's SAP system, and Contractor agrees to comply with such a request when it is made. Contractor shall pay for Director-approved biometric time clock software at its sole expense.

**11.7 Property of Contractor**

Golf carts and radios shall remain property of the Contractor after termination of this Agreement.

**11.8 Telephones**

City will furnish all local telephone service for the Parking Facilities. However, Contractor shall pay for all long distance and directory assistance telephone service at its own expense.

**NOTE:** City will supply and maintain the Talk-A-Phone Emergency Telephone System and five elevator telephones located throughout the Theater District Garage, the Convention District Garage, and the telephones connected through the Norstar phone system in the Theater District Garage Parking Operations office and the Convention District Garage office.

**NOTE:** City will provide telephones for Contractor's Theater District Garage office and the Convention District Garage office at the numbers currently on-site, which are connected through the Norstar phone system.

**11.9 Utilities**

City will pay for all reasonable utility costs including local and emergency telephone service, electricity, gas, water, and sewer.

**11.10 LEED Standards**

The City is committed to buying products with recycled content or environmentally sustainable alternatives that meet Leadership in Energy and Environmental Design (LEED) compliance standards. Contractor shall use approved LEED certified or Green Certified equipment, methods and applications, unless otherwise approved by the Director.

**11.11 Contractor Employee Parking**

Contractor's employees are allowed free parking at the Parking Facilities for their shifts, subject to availability.

**12.0 TRAMS, SHUTTLE BUSES, AND OTHER CITY VEHICLES**

Contractor shall maintain the existing and any future Trams and Shuttle Buses. Maintenance shall include, but not be limited to:

- a. Exterior cleaning with a high-pressure water process or comparable method at least weekly.
- b. Daily sweeping and cleaning of the tram and shuttle bus interiors.
- c. Painting and repair of the trams and shuttle bus fleet, as necessary, to retain a high quality appearance.
- d. Preventative and scheduled periodic maintenance of the tram and shuttle bus engine and drive train, as well as other systems (i.e., doors, air conditioning, brakes, etc.).

## **12.1 Trams**

- A. Contractor shall operate, maintain and repair the Trams as required by the Director. The City presently owns three Trams to be used for the purpose of transporting customers within the Theater District Parking Garages. The Trams shall remain the property of the City.
- B. Contractor shall maintain the Trams in fully operational condition at all times. This includes keeping gasoline in the Trams and providing manufacturer recommended maintenance. Contractor shall be responsible for having any needed repairs made in a timely manner, using Tram manufacturer parts and factory authorized service technicians. Damage to the exterior body, seats, and flooring are included in Contractor's responsibilities.
- C. Contractor shall use care in operating the Trams. Passengers riding on the Trams shall be the Contractor's sole responsibility, and the operation and operators shall be fully insured.

### **12.1.1 Tram-Driving Requirements**

The Tram shall be operated at all times in a safe manner, at a speed not to exceed ten miles per hour, and only by Contractor's employees who meet the driving requirements in Section 12.4, except that instead of having a commercial driver's license, Tram driver(s) must have a current valid Class C Texas Driver's License issued by the Texas Department of Public Safety, unless State law changes.

## **12.2 Shuttle Bus Operation & Maintenance Services**

The City owns six Shuttle Buses that have a 20- to 30-passenger capacity, as of the commencement of this Agreement. Contractor shall be solely responsible for the operation and maintenance of such Shuttle Buses. The City shall provide Shuttle Bus fuel. Passengers riding on the Shuttle Buses shall be the Contractor's sole responsibility and shall be covered by Contractor's insurance. The Shuttle Buses must be operated safely in accordance with all traffic laws. Shuttle Buses must never be driven at speeds exceeding legally required speed limits. Contractor shall not make additions or improvements to the Shuttle Buses without the prior written approval of the Director. Hours of operation will fluctuate depending on event schedules.

The Shuttle Buses will be used for purposes that include, but are not limited to, the following:

- a) To shuttle City employees from City-owned parking lots to City Hall, City Hall Annex, Downtown Central Library, 611 Walker, and any other City facilities when ridership is warranted and approved by the Director or the Parking Operations Manager.
- b) To transport conventioners and patrons to various venues.
- c) To be used in conjunction with the Greater Houston Convention & Visitors Bureau on various events and tours to attract and promote the City as a meeting place for convention and business-related matters.

**Contractor shall charge the rates for Shuttle Bus services as specified by the Director and shall submit all revenues from Shuttle Bus operations to the City.**

### **12.2.1 Shuttle Bus Repairs**

Contractor shall maintain a preventive maintenance program to routinely inspect and repair the Shuttle Buses and shall maintain the Shuttle Buses in as good repair condition and working order as Contractor finds the Shuttle Buses upon commencement of this Agreement, considering the age and condition of the Shuttle Buses. At the expiration or termination of this Agreement, Contractor shall return the Shuttle Buses to the City in good condition, excepting ordinary wear and tear. All repair costs shall be submitted monthly, with the monthly cash settlement report, and shall be deducted as Contractor's Direct Costs for Shuttle Bus operations.

### **12.2.2 Inspection & Maintenance Records**

The Director or his or her designee shall, at any and all times during business hours, have the right to enter into and upon the premises where the Shuttle Buses are located for the purpose of inspecting the same or observing their use.

### **12.2.3 Loss & Damage**

Contractor assumes the risk of loss or damage to the Shuttle Buses and shall have full insurance coverage on the Shuttle Bus operators and operations. If any loss or damage occurs to any of the Shuttle Buses, Contractor shall place the same in good repair condition and working order. If any Shuttle Bus is determined by the Director to be lost, stolen, destroyed or damaged beyond repair, Contractor shall replace such Shuttle Bus with one of no less than equal value and condition, to restore the value of the Department's fleet of Shuttle Buses to be the same or greater than it was before the loss, theft, destruction or damage occurred.

### **12.3 Additions & Deletions of Vehicles**

If the Director, in his or her sole discretion, determines there is a need for an additional Tram(s), or Shuttle Bus, or other City vehicle (such as a scrubber or sweeper) in the future, Contractor may be given an opportunity to maintain and operate such additional Tram(s), Shuttle Bus, or other City vehicle as a Direct Cost, upon mutual agreement by and between the Director and the Contractor.

At any time, the Director may request that the Contractor cease to operate and maintain the Trams, Shuttle Buses, or other City vehicle or delete Tram, Shuttle Bus, or other City vehicle services, by sending the Contractor prior written notice. Upon receipt of such notice, or as otherwise specified therein, Contractor shall cease to operate and maintain the Trams, Shuttle Buses (or other City vehicles) or discontinue specific Tram, Shuttle Bus or other City vehicle services that are no longer needed, and any charges for such services shall also end.

### **12.4 Requirements for Drivers**

Before assigning an employee to drive a City vehicle (such as Trams, Shuttle Buses, Scrubbers, or Sweepers), Contractor shall obtain and review the driving records of its employees to determine whether they are qualified to drive a City vehicle in accordance with the Mayor's Administrative Procedure 2-2, as may be revised from time to time. The policies and procedures in the Mayor's Administrative Procedure ("A.P. 2-2") are incorporated herein by reference and apply to all of Contractor's employees who drive City vehicles. Even though Contractor's employees are not to be considered City employees for any reason, references to employee in A.P. 2-2 shall mean Contractor's employee for the limited purpose of applying City vehicle driving rules to Contractor's drivers, as outlined herein. Each such Driver must continuously operate in a safe manner and

must have previous job experience as a driver with a good driving record (i.e., no accidents, moving violations or convictions within the past five years).

#### **12.4.1 Review of Driving Records**

At least annually, or as requested by Parking Operations management, the Contractor shall obtain and review the motor vehicle record of each of its employees who drive City vehicles to determine whether the drivers are qualified to drive City vehicles. The motor vehicle records shall be submitted to the Department's Parking Operations Manager upon request.

- A. Any of Contractor's employees who drive City vehicles must obtain and provide to Contractor a copy of their motor vehicle records or alternatively, execute authorization for the release of their motor vehicle records from the State of Texas, or their state of residence, for the past three years.
- B. Refusal or failure to supply the authorization to obtain motor vehicle records or to supply the actual motor vehicle records when requested, shall disqualify the Contractor's employee from driving a City vehicle.

#### **12.4.2 Accidents Involving City Vehicles**

Any of Contractor's employees who drive a City vehicle must report an accident of any kind:

- A. to the investigating police officer or appropriate law enforcement authority in the jurisdiction in which the accident occurred within 24 hours of its occurrence; and
- B. to his supervisor and the Director immediately, if on-duty or upon return to work, if off-duty:
  - 1. when cumulative property damage exceeds \$25.00, the driver shall also immediately complete a Driver's Report of Vehicular Accident (PD Form 781) and submit it to the Director, and/or
  - 2. upon the occurrence of any of the following:
    - (a) Moving violation conviction(s); or
    - (b) A conviction for DWI or DUI, or flying or boating while intoxicated; or
    - (c) A felony conviction of any kind including intoxication assault or intoxication manslaughter, etc., involving the use of a motor vehicle; or
    - (d) A cancellation, revocation or expiration of the Employee's license without immediate renewal or reinstatement; or
    - (e) A suspension of an operator's license or a temporary (60/120 day) suspension for nonpayment of child support, habitual violations, revocation for medical reasons, criminal mischief, fraud, or drug offenses, "serious" traffic violations, etc., or as set forth in Section 521.201 *et seq.* Tex. Transportation Code; or
    - (f) A suspension, cancellation, revocation or expiration of Contractor's personal liability or automobile liability insurance coverage.

#### **12.4.3 Qualifications for Driving City Vehicles**

- A. City vehicles such as Shuttle Buses may be operated only by Contractor's employees who:

1. Have a valid and current Class C Texas Commercial Driver's License, with a P endorsement, issued by the Texas Department of Public Safety and meet all requirements of the Texas Department of Public Safety for operating such vehicles (a temporary or provisional commercial driver's license is not acceptable.); and
2. Have successfully passed pre-employment and random drug tests.

Any driver who moves to the State of Texas after employment must, within 30 days after such move, obtain a valid Texas driver's license and surrender any other driver's license(s) in compliance with Texas law.

- B. Contractor's employee is disqualified from driving a City Vehicle he/she:
1. Has been convicted of a felony involving the use of a motor vehicle within a period of three years immediately before the date of hire by the Contractor; or
  2. Has been convicted of DWI and/or DUI within the last three years; or
  3. Has been convicted of any combination of moving violations and/or motor vehicle accidents, whether in Texas or out of state, totaling three or more within the last three years.
- C. Accidents and/or criminal conduct carry the same weight, whether on or off duty. If Contractor's employee's driving records show violations, driving duties will be removed from the Contractor's employee's designated responsibilities. The Director may require the Contractor to terminate or remove one of its employees from driving responsibilities, if the Director or his designee determines that the magnitude of any incident indicates such action is appropriate for the safety of patrons.

### **13.0 CONVENTION DISTRICT GARAGE**

#### **13.1 Operation of the Convention District Garage**

Contractor shall operate the Convention District Garage in accordance with this Exhibit "A" and the provisions of this Agreement.

#### **13.2 Operating Hours**

Contractor shall operate the Convention District Garage 24 hours per day, seven days per week, in an efficient manner customary in the trade, commensurate with the demand in the area. Such operation shall be continuous, as herein provided, unless the Director sends Contractor advance written notification of changes.

### **14.0 LOTS C AND H AND HOUSTON POLICE DEPARTMENT PARKING LOT**

#### **14.1 Lots C and H and Houston Police Department Parking Lot Daily Parking Rates**

Lots C and H and the Houston Police Department parking lot are generally closed to the public Monday through Friday, from 5:30 a.m. to 6:30 p.m. Houston Police Department employees park at the Houston Police Department parking lot during weekdays. Parking at Lots C and H is by permit only except for Municipal Court jurors. Municipal Court jurors use a jury summons for entrance. Informational signage and lighting for the lots will be supplied by the City.

#### **14.2 Lots C and H and Houston Police Department Parking Lot Event Parking Rates**

Event parking may be scheduled by the City at times, Monday through Friday, from 5:00 p.m. to 6:00 a.m., and on Saturdays, Sundays, and holidays. Rates are to be determined by the Director. Revenue shall be collected by a parking attendant, who shall issue Contractor's standard two-part sequentially-numbered event tickets. Attendants shall wear Contractor's Theater District uniform.

**14.3 Rates shall be posted** by Contractor on signs or A-frame boards approved by the Director, either orally or in writing, and provided by the Contractor. Contractor shall place the approved signs or A-frame boards in appropriate locations prior to each event, as directed by Parking Operations management. Contractor is responsible for purchase and maintenance of quality A-frame rate boards that are legible, clean and attractive. All signs shall be of professional quality.

**14.4 Vehicles occupying more than one space** (i.e., vehicles with trailers, buses, tractor/trailer rigs) shall pay event rate for each space occupied.

### **15.0 THE HOUSTON CENTER FOR THE ARTS PARKING LOT**

#### **15.1 Parking Rates**

The parking rates shall be amounts to be determined by the Director, per day. Collection of parking revenue shall be by use of Coin Boxes or a monthly contract. A Coin Box is defined as a self-service customer pay-in-advance metal box with numbered slots coinciding with a numbered parking space. The City will supply the Coin Boxes, informational signage and lighting for Coin Boxes. Contractor's employee shall check the Coin Boxes daily to verify payment of vehicles. Contractor shall empty the Coin Boxes daily, Monday through Friday, using two employees for revenue verification.

Event parking fees shall be collected with Coin Boxes, as described above, or through the use of parking attendants if Director determines that the volume of cars justifies their use. The method of revenue collection is to be determined by the Director. Attendants shall wear Contractor's uniform, as specified by the Director.

At Director's discretion, employees of Stages Repertory Theatre and/or other tenants of City-owned leased space in The Houston Center for the Arts building may be allowed to park in The Houston Center for the Arts Parking Lot free, or on a contract basis using a hangtag verification system.

### **16.0 MONITORING CONTRACTOR'S PERFORMANCE**

#### **16.1 Inspections**

The City shall have the right to conduct both scheduled and unscheduled periodic inspections of all Premises, mechanical equipment and records used by Contractor or City in connection with this Agreement, during regular business hours or any time in the case of an emergency, to determine whether Contractor has complied and is complying with the terms and conditions set forth in its Agreement. The Contractor will be notified, in writing, of deficiencies noted during the review and will be required to correct such deficiencies within ten days from the date of notification. If the Contractor fails to take corrective action in a timely manner, the Director may terminate the Agreement in whole or in part.

## **16.2 Maintenance Repairs and Replacements**

After inspections of equipment, the Contractor shall perform maintenance and make repairs and replacements in any case where Contractor is obligated to do so. If the Contractor fails after reasonable notice to correct deficiencies, the Contractor shall reimburse the City for the cost of the maintenance promptly upon demand.

## **17.0 ACCOUNTABILITY AND REPORTING**

### **17.1 Business Development**

Contractor covenants and agrees that it will take all reasonable measures and actions in every proper manner to maintain, develop and increase the business conducted hereunder. Contractor shall not divert or cause any business to be diverted from the City's Parking Facilities by referral or any other method. Contractor shall prepare a marketing/business development and retention plan for each year of the Agreement Term and any Renewal Term and submit such plan annually at the beginning of each Agreement year to the Director, not the Director's designee, for approval. The marketing/business development and retention plan must include a proposed budget for Director's review and approval, detailing how much proposed improvements, such as car wash services, will cost. Proposed rules and procedures regarding new operations shall also be included.

### **17.2 Expense and Revenue Records**

Contractor shall keep and maintain a complete and adequate set of books and records covering all Direct Costs incurred in operating and maintaining the Parking Facilities and shall provide the Director this information in monthly cash settlement reports. There shall be two monthly cash settlement reports—one for the Convention District Garage and one report for all other Parking Facilities—both of which shall be due on the 12<sup>th</sup> of every month, in electronic format. The cash settlement reports shall include payroll costs per location, daily revenues per location, and shall track the ridership of shuttle buses.

No accounts, ledgers, billings, collections or records of any nature whatsoever for customers of parking facilities other than the Department's Parking Facilities will be commingled with those maintained for the Department.

To ensure the accuracy of the monthly cash settlement reports, Contractor shall implement procedures to require adequate documentation from all subcontractors to verify that Contractor (and, ultimately, the City) is properly billed for services provided. At a minimum, supporting documentation to verify that billing records are accurate, shall include the name, rank, pay rate, and hours worked at each location, in addition to biometric time clock records. The supporting documentation shall be included with the City's settlement checks and monthly cash settlement reports. The documentation to verify billing accuracy shall be provided electronically, unless paper copies are requested, and shall be supported by Contractor's biometric time card records.

### **17.3 Validation of Revenues**

Contractor shall implement procedures for the accurate validation of Revenues, including, but not limited to, the following:

- A. **Validation Income** – Contractor shall retain original parking spitter tickets as backup support for invoices. Summary records shall be maintained to track

validation income on a daily basis. The summary records shall show the dollar amounts of validations for each validation account. Contractor shall compensate City for any and all discrepancies between parking tickets and income. Any of Contractor's personnel who are involved in shortages or theft shall be subject to disciplinary action, including termination and referral to the appropriate law enforcement authorities.

The Director may ask Contractor to implement the use of a validation coupon book, which Contractor would sell in advance to companies utilizing a validation system [at \$300 each or as specified by the Director]. Since the coupon books are to be numbered sequentially, the quantity purchased, amount paid, and ordering company's name can be reported in advance. Use of the individual coupons would be at the company's discretion. If validation coupons are used, Contractor's cashier will ring the transaction as a partial validation, based on the number of coupons attached to the ticket.

- B. Unpaid Parking Vouchers** – Contractor shall implement procedures to ensure that efforts made to collect unpaid parking vouchers are fully documented. Documentation shall show amounts due, paid, or outstanding on a daily basis.

Debit vouchers are to be collected daily and filed by date. Follow-up request letters are to be recorded and mailed within 48 hours until payment is received. When payment is received, the vouchers shall be stamped with the date paid, amount paid, and manner of payment. A daily log sheet shall be used to record each voucher issued and the date payment is received, so that the amount of outstanding debt can be easily determined at any time.

#### **17.4 Proprietary to City**

Contractor agrees that all information/documents required by the City concerning accounts, equipment, leases, tickets, etc., shall be proprietary to the City and deemed as the property of the City. Upon replacement of Contractor, all such information shall be given, intact and current to the Director.

#### **17.5 Disaster Readiness and Recovery Plan**

Contractor shall submit a Disaster Readiness and Recovery Plan to the Director and the Parking Operations Manager at the beginning of this Agreement and shall provide updates annually, on or before the first day of each Agreement Year, unless the Director or the Parking Operations Manager notifies Contractor either orally or in writing that an update is not needed.

#### **17.6 Performance Auditing**

The City may make regular inspections within each facility for the purpose of auditing the Contractor's performance of duties in and around the Parking Facilities. Any and all areas that are found to be in non-compliance of this Agreement will be listed at that time and re-inspected no sooner than 24 hours from the time the Contractor receives the inspection report. The Director will then assign liquidated damages as specified in Section 18.0 of this **Exhibit "A"** for discrepancies that have not been corrected. The City further reserves the right to make a complete or partial re-inspection of the Parking Facilities at any time in which liquidated damages for non-compliance have been applied.

## **17.7 Accounts and Records**

Contractor shall keep true and complete records and accounts of all gross receipts and business transacted including daily bank deposits, and annually furnish a true and accurate financial statement for the preceding calendar year, as well as a report based on the Agreement year of all such receipts and business transacted during such preceding year (showing the authorized deductions or exclusions in computing the amount of such gross receipts and business transactions), which statement shall be certified by an authorized representative of Contractor to be correct.

Contractor agrees to establish and maintain a system of operational and accounting records satisfactory to the City's auditors and to give the City and its representatives access at any time to such books and records. Contractor agrees that it will keep and preserve for at least three years all sales slips, cash register tapes, sales books, bank books, or duplicate deposit slips, complete cashier reconciliations and other evidence of gross receipts and business transacted for such period. The City's auditors or authorized representatives shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, returns, papers, and files of Contractor relating to gross receipts and business transacted and Contractor, upon request, shall make all such items available for such examination at the premises.

If the City conducts an audit, or causes an audit to be conducted, for any year, and the gross receipts and business transacted shown by the Contractor's statement for such year are found to be understated by more than one percent, Contractor shall pay the cost of such audit to the City. The City's right to have such an audit made with respect to any year shall expire three years after the Contractor's statement for any year has been delivered to the Director. Contractor shall provide the Director a monthly report of the business records required above. Contractor shall also provide any other reports the Director may reasonably request.

## **18.0 LIQUIDATED DAMAGES**

### **18.1 Understanding**

Contractor and City agree that the Department's public parking system should be operated and maintained in an effective and efficient manner to ensure the parking services provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of this Agreement and Exhibits attached thereto are not complied with, City may assess liquidated damages, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-performance is difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty.

However, under no circumstances shall liquidated damages assessed against Contractor exceed **\$20,000.00** in any given Agreement year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.

## **18.2 Concept**

Failure to comply with the requirements of this Agreement and more specifically this **Exhibit "A"** may result in two types of conditions: correctable and non-correctable. Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and City has suffered no direct monetary loss. In these cases, the Contractor will receive oral or written notice of the details of non-compliance. The Contractor will have an opportunity to correct the unsatisfactory condition within the amount of time as specified by the Director or his designee. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages will be applied.

The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., revenue or information is lost. In those instances, Contractor will be notified either orally or in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages will be applied at the discretion of the Director.

## **18.3 Repeat Conditions**

City reserves the right to inspect facilities, procedures, personnel performance, or compliance with any requirement of this Agreement an unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein, such liquidated damage assessments to accrue for each 24-hour period the condition continues to exist. Additionally, excessive repeat violations will justify liquidated damage assessments, even though the condition may have been corrected as required, i.e., excessive, repeat reporting errors. These shall be as contained herein.

## **18.4 CORRECTABLE CONDITIONS INCLUDE BUT ARE NOT LIMITED TO:**

- (a) Failure to scrub or sweep paved surface according to schedule.  
**Liquidated Damages - \$100 per day.**
- (b) Failure to pick up or remove trash on floor or parking surface according to schedule.  
**Liquidated Damages - \$25 per facility, per day.**
- (c) Failure to follow Preventive Maintenance Program in any part.  
**Liquidated Damages – \$50 per incident.**
- (d) Failure to clean according to specifications.  
**Liquidated Damages - \$25 per area (i.e., floor, stairwell, etc.)**
- (e) Failure to empty specified trash receptacle.  
**Liquidated Damages - \$25 per receptacle, per day.**
- (f) Failure to provide equipment as specified.  
**Liquidated Damages - \$25 per item, per day.**
- (g) Failure to provide Director with employee name.  
**Liquidated Damages - Ten dollars per employee.**
- (h) Failure to submit General Manager and GRBCC Parking Manager hiring for approval by Director prior to hiring.

**Liquidated Damages - \$500.**

- (i) Failure to submit to Director all training materials for approval. **[Sections 6.11 and 6.12 of this Exhibit require training materials.]**  
**Liquidated Damages - \$250.**
- (j) Allowing employee whom has not completed training to work without supervision.  
**Liquidated Damages - \$25 per employee, per day.**
- (k) Failure of employees to be in uniform.  
**Liquidated Damages - \$20 per instance.**
- (l) Failure to repair equipment under Contractor's control in a timely manner that corresponds with the necessity of bringing the equipment back on-line.  
**Liquidated Damages - \$100 per item.**
- (m) Failure to provide any report within the time specified in this Agreement, as specified by the Director.  
**Liquidated Damages - \$100 per report immediately after the 24 hours after the time each such report is due, and \$25 for each succeeding 24-hour period per report, unless excepted by the Director.**
- (n) Failure to account for monthly cards at any time.  
**Liquidated Damages - \$25 per card.**
- (o) Failure to keep, store, and account for tickets.  
**Liquidated Damages - \$1,000 per missing day's worth, or nine dollars per ticket, or seven dollars per missing event ticket.**
- (p) Substantive error in any report to Director.  
**Liquidated Damages - \$100 for each report in error.**
- (q) Failure to correct transient revenue collection procedural errors within 24 hours of discovery.  
**Liquidated Damages - \$100 per procedure, per day.**
- (r) Failure to keep at least three gasoline-powered golf carts in functioning condition at the Theater District Parking Garages, or at least two gasoline-powered golf carts in functioning condition at the George R. Brown Convention Center.  
**Liquidated Damages - \$25 for each golf cart not working, per day.**
- (s) Failure to keep gate arms working.  
**Liquidated Damages - \$25 for each gate arm not working, per day.**
- (t) Failure to have shuttle buses operating as scheduled.  
**Liquidated Damages - \$50 per incident.**

**18.5 NON-CORRECTABLE CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- (a) Failure to deposit any receipt into the bank within 24 hours, excluding Saturday, Sundays, and Bank holidays.

**Liquidated Damages - \$100 immediately after the 24 hours following receipt, and doubling for each succeeding 24-hour period.**

- (b) Failure to have an entrance/exit lane or parking facility bay available for parking as required.  
**Liquidated Damages - \$50 immediately, and \$50 for each succeeding 24-hour period.**
- (c) Failure to have required event personnel in place for events as required.  
**Liquidated Damages – \$25 per hour per employee short for the first hour, and \$50 for each succeeding hour.**
- (d) Failure to have all exits of any facility operated in an event mode open for unrestricted egress upon completion of the event.  
**Liquidated Damages - \$50 per exit.**
- (e) Failure to have minimum regular full-time personnel employed and/or on duty as specified per shift.  
**Liquidated Damages -**  
**(1) Cashiers and Maintenance Personnel - The hourly wage for each hour the required employee is not on duty for the first eight hours, doubling for each hour of each succeeding eight-hour period.**  
**(2) Bookkeepers and Management Personnel - The hourly wage for each hour of scheduled duty for the first ten work days, then doubling for each hour of each eight-hour shift of scheduled duty after the first ten work days.**
- (f) Failure to mail out or deliver correct billings to customers within the time specified by the Director.  
**Liquidated Damages - Ten dollars per occurrence, per customer.**
- (g) Failure to notify customers of any parking rate change at least 30 days prior to the effective date.  
**Liquidated Damages - Ten dollars per customer.**
- (h) Failure to pay City by 1<sup>st</sup> and 12<sup>th</sup> of each month.  
**Liquidated Damages - \$100 per day.**
- (i) Reckless or unsafe golf cart operation.  
**Liquidated Damages - \$50 per incident.**

#### **18.6 Revenue Control Accountability**

- (a) Failure to account for daily parking tickets per month, based on calendar months:  
**Liquidated Damages - The maximum daily transient parking rate for each ticket unaccounted for in excess of five percent of the total tickets issued.**
- (b) Failure to account for event parking tickets per month, based on calendar months.  
**Liquidated Damages - All facilities: Four dollars for each unaccounted-for event ticket. (For the Convention District Garage: The parking rate for each unaccounted-for event ticket.)**

- (c) Failure to account for Monthly Permits (Surface Lot Hang Tags) per month, based on calendar month. (For Convention District Garage: Failure to account for Monthly Permits per month, based on calendar month.)  
**Liquidated Damages - \$20 for each unaccounted-for Monthly Permit.**
- (d) Failure to account for Parking Stamps per month, based on calendar months.  
**Liquidated Damages - \$300 for each unaccounted-for book, or partial book of stamps.**

**18.7 Repeat Conditions** - Upon the third and additional instance of any repeat condition, except errors in reports, in a 90-day period, liquidated damages will be assessed at the time of notice to Contractor without the benefit of possible cancellation of the liquidated damage assessment for correction of the condition.

### **19.0 SERVICES BY CITY**

City retains all rights and obligations not specifically granted to Contractor, including without limitation:

- (a) All sidewalk construction on public streets, maintenance and repair, paving, patching, painting, fencing, curbing, landscaping, and structural maintenance.
- (b) Mechanical and electrical maintenance of exit booth(s) and parking office in the Theater District Parking Garages, including HVAC systems, lamps, and door hardware. NOTE: Contractor is responsible for cleaning the interior and exterior of the exit booths, the parking offices, and the security office in the Theater District Garage.
- (c) Erection and maintenance of lighting poles, fixtures, bulbs, and ballasts.
- (d) Provision of utility systems and services (except telephone) and drainage, sewage and water lines.
- (e) Replacement of revenue and traffic control equipment, unless such need is caused by the negligent acts or omissions of Contractor, its employees, agents, or other contractors.
- (f) Erection and maintenance of area and directional signs within and outside the Parking Facilities.
- (g) City will furnish mechanical maintenance and repair to all mechanical equipment that is not Contractor's responsibility, as outlined in this Agreement (Examples: Heating and air conditioning units, emergency generators, fire protection equipment, air compressors, fresh air and exhaust fans, and elevators). The City will also provide and install all garage, stairwell and directional graphics, light bulbs, and ballasts.
- (h) Shuttle Bus fuel will be purchased at a City facility and at the City's expense.

**EXHIBIT "B"**

**PAYMENTS**

**EXHIBIT "B"**  
**PAYMENTS**

**1. NET REVENUES**

Contractor shall pay to the City on a semi-monthly basis (on the 1st and 12th of each month) in arrears, the Net Revenues (Gross Revenues net of sales tax) collected for the previous month. Net Revenues collected at the Convention District Garage shall be paid to the City separately from the Net Revenues collected at all other Parking Facilities, since the Department deposits Convention District Garage revenues in a separate fund. For each semi-monthly payment period, on the 1<sup>st</sup> and the 12<sup>th</sup> of the month, there shall be two (2) separate payments: one (1) payment for the Net Revenues collected at the Convention District Garage and one (1) payment for the Net Revenues collected at all other Parking Facilities.

The first payments, due on the 1<sup>st</sup> of the month, represent a partial payment of the prior month's Net Revenues. The payments on the 12<sup>th</sup> of the month are the balance of the prior month's Net Revenues after all monthly accounting entries have been recorded. The revenues collected at each of the Parking Facilities should be listed separately, for the Department's budgeting purposes.

Contractor's first payment to the City, **\$300,000.00\*** [\*current estimate], shall be due on August 1, 2010, for the month of July, 2010, with the final payment due August 12, 2010. Subsequently, throughout the term of this Agreement and at the end of the Agreement, for the month following the previous month of the Agreement, Contractor's payments to the City due on the 1<sup>st</sup> of each month, for the previous month of the Agreement, shall be **\$300,000.00\***, unless the Director and Contractor agree that another amount should be paid, to account for changes in Net Revenue. The remainder of the Net Revenues for the previous month shall be paid to the City on the 12<sup>th</sup> of the month.

The City shall estimate the amount of semi-monthly payments to Contractor based upon Contractor's estimated Direct Costs and Contractor's Base Management Fee.

The City shall pay the amount of projected semi-monthly Direct Costs and proportionate Base Management Fee to Contractor on a semi-monthly basis (on the 1st and 12th of each month) in advance as an estimated payment. The City's first estimated payment, of **\$97,000.00\*** [\*current estimate], shall be due to Contractor on or about July 7, 2010. Subsequent estimated semi-monthly payments from the City to Contractor, throughout the term of this Agreement, shall be in the amounts shown in the following schedule, payable on or about the first business day of the month. However, an adjustment may be made to the estimated Direct Costs amount if necessary, to account for changes in Net Revenue as the Agreement progresses, as agreed upon by the Director and Contractor.

<b>City's Semi-Monthly Payments to Contractor</b>				
<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>	<b>Option Year 1</b>	<b>Option Year 2</b>
\$97,000.00	\$98,000.00	\$99,000.00	\$101,000.00	\$102,000.00

Within five days of the completion of each quarter under this Agreement, Contractor shall present to the Director an accounting of the difference between its Direct Costs and the Net Revenues for the prior quarter. Within 15 days after receiving the accounting, the Director shall compare the estimated payments paid to Contractor during the prior quarter against the actual amounts owed to Contractor (the Direct Costs incurred plus any other amount owed to Contractor under this Agreement). If the City has overpaid Contractor for the last quarter, then the Director shall notify Contractor to return any overpayment within ten days. If the City has underpaid the Contractor, then the City shall adjust the then next due semi-monthly payment to account for the underpayment.

## **2. DIRECT COSTS—FIXED FEE**

Contractor's Direct Costs budget is attached as **Exhibit "B-1—Direct Cost Budget**. Direct Costs shall not exceed the total amounts shown in the Direct Costs budget, **Exhibit "B-1,"** in any Agreement Year. Contractor shall not make any changes to the hourly rates or other costs for payroll and equipment listed in the Direct Costs budget without the Director's prior written approval. The amounts for approved value-added enhancements may vary from year to year, as requested and approved by the Director, but shall not exceed **\$500,000.00** over the entire term of the Agreement.

## **3. SALARY INCREASES**

Except for the salaries that increase by one percent (1%) each Agreement Year, and the estimated cost of the M/WBE subcontract, as indicated in Exhibit "B-1"—"Direct Cost Budget"—annual salary increases, if any, shall be the lesser of two percent (2%) per Agreement Year, or the change in the Consumer Price Index for the month of June of the current calendar year as compared to the Consumer Price Index for the month of June of the previous calendar year.

## **4. MANAGEMENT FEES**

A management fee component is included in the Direct Cost Budget. City's payments to Contractor shall include an annual management fee component for each Agreement Year.

Of the management fees, 85% shall be the "Base Management Fee" and 15% shall be the "Performance Incentive Fee." The Base Management Fee will be paid in semi-monthly installments as described in Section 1 above. The "Performance Incentive Fees" shall be paid semi-annually as described in Section 4 below, and **Exhibit "C."**

## **5. PERFORMANCE INCENTIVE FEES**

Contractor may be eligible to receive a semi-annual Performance Incentive based on Contractor's performance under this Agreement, and the Director's level of satisfaction with that performance. Contractor's performance will be evaluated for the preceding six-month period, based upon the criteria contained in **Exhibit "C."** Minor adjustments may be made to the evaluation criteria and the evaluation form as the Agreement progresses, if mutually agreed upon by the Director and Contractor, to reflect changes in the Scope of Services or the Department's objectives. The evaluation shall be conducted within 30 days after the conclusion of each six-month period.

Following the initial six-month evaluation utilizing the criteria in **Exhibit "C,"** the Director shall have the right and option to designate and implement additional quantifiable performance goals to be utilized for any subsequent six month evaluations to be performed pursuant to this Agreement. Such additional performance goals will be provided to Contractor on or before the beginning of the six-month evaluation period to which they will be applied, together with the rating or scoring scales

to be utilized for such goals. The additional performance goals may be weighted so as to constitute up to 40% of the evaluation factors used to determine the Performance Incentive payment, as designated by the Director.

**6. PAYMENT FOR SHUTTLE BUS OPERATION & MAINTENANCE SERVICES**

For each month of the Shuttle Bus operation, the Contractor shall credit the City for **100%** of the Net Revenues from the Shuttle Bus operation after deducting reasonable Direct Costs, all of which shall be accounted for in the Contractor's monthly statements to the City.

**7. VALET PARKING SERVICES**

Contractor shall credit the City for **100%** of the Net Revenues from Valet Parking Services after deducting Direct Costs, all of which shall be accounted for in the Contractor's monthly statements to the City.

**EXHIBIT "B-1"**  
**DIRECT COST BUDGET**

**DIRECT COST BUDGET—SALARIES AND HOURLY RATES**

**Note: Actual hours may vary.**

<b>A. Office &amp; Administrative Staff:</b>	
	<b><u>Annual Salaries</u></b>
<b><u>Position/Estimated Hours</u></b>	
<b>Project Manager</b> salaried	<b>\$62,373.00</b>
<b>Assistant Project Manager</b> salaried	<b>\$45,910.20</b>
<b>Accounting/Office Manager</b> 8:00 a.m. - 5:00 p.m. M-F	<b>\$44,859.60</b>
<b>Parking Systems Analyst</b> (monitors and controls parking access control system) 6:00 a.m. - 3:00 p.m. M-F	<b>\$41,151.90</b>
<b>GRBCC/Convention District Garage Manager</b> salaried	<b>\$42,840.00</b>
<b>Night/Events Manager</b> 3:00 p.m. - 12:00 a.m. M-F	<b>\$31,824.00</b>
<b>Bookkeeper</b> 8:00 a.m. - 5:00 p.m. M-F	<b>\$29,518.80</b>
<b>Ticket Auditor</b> 8:00 a.m. - 5:00 p.m. M-F	<b>\$27,500.00</b>

<b>Position/Estimated Hours</b>	<b>Annual Salaries</b>	<b>Hourly Rates</b>
<b>Assistant Parking System Analyst</b> 10:00pm – 6:00am M – Sun.		40 hours per week
Contract Year 1:	\$20,800.00	\$10.00
Contract Year 2:	\$21,216.00	\$10.20
Contract Year 3:	\$21,640.32	\$10.40
Option Year 1:	\$22,073.13	\$10.61
Option Year 2:	\$22,514.59	\$10.82
<b>Supervisor (Events) (3 positions) Variable eight hour shifts</b>		100 hours per week
Contract Year 1:	\$58,500.00	\$11.25
Contract Year 2:	\$59,670.00	\$11.48
Contract Year 3:	\$60,863.40	\$11.70
Option Year 1:	\$62,080.67	\$11.94
Option Year 2:	\$63,322.28	\$12.18
<b>Supervisor Weekend/Events Variable eight hour shifts</b> Sat. and Sun. 7:00 a.m. – 3:00 p.m. required		20 hours per week
Contract Year 1:	\$11,700.00	\$11.25
Contract Year 2:	\$11,934.00	\$11.48
Contract Year 3:	\$12,172.68	\$11.70
Option Year 1:	\$12,416.13	\$11.94
Option Year 2:	\$12,664.46	\$12.18
<b>GRBCC Parking Supervisor</b> (2 positions) Variable eight hour shifts		80 hours per week
Contract Year 1:	\$41,600.00	\$10.00
Contract Year 2:	\$42,432.00	\$10.20
Contract Year 3:	\$43,280.64	\$10.40
Option Year 1:	\$44,146.25	\$10.61
Option Year 2:	\$45,029.18	\$10.82
<b>Shuttle Driver—Supervisor 6:30 a.m.–6:30 p.m., 40 hrs/wk</b>	<b>Annual Salaries</b>	<b>Hourly Rates</b>
Contract Year 1:	\$26,520.00	\$12.75
Contract Year 2:	\$27,050.40	\$13.01
Contract Year 3:	\$27,591.41	\$13.27
Option Year 1:	\$28,143.24	\$13.53
Option Year 2:	\$28,706.10	\$13.80
<b>Shuttle Driver 1 6:30 a.m.–6:30 p.m., 40 hrs/wk</b>		
Contract Year 1:	\$25,480.00	\$12.25
Contract Year 2:	\$25,989.60	\$12.50
Contract Year 3:	\$26,509.39	\$12.74
Option Year 1:	\$27,039.58	\$13.00
Option Year 2:	\$27,580.37	\$13.26

<b>Shuttle Driver 2</b> 6:30 a.m.–6:30 p.m., 40 hrs/wk		
	Contract Year 1:	\$23,400.00
	Contract Year 2:	\$23,868.00
	Contract Year 3:	\$24,345.36
	Option Year 1:	\$24,832.27
	Option Year 2:	\$25,328.91
<b>Traffic Directors</b> hours per week	<b>Hours vary--apprx. 160</b>	160 hours per week
	Contract Year 1:	\$66,560.00
	Contract Year 2:	\$67,891.20
	Contract Year 3:	\$69,249.02
	Option Year 1:	\$70,634.00
	Option Year 2:	\$72,046.68
<b>Uniformed Police Officers</b> apprx. 80 hours per week --1 shift per day [Not to exceed 1% increase per contract year]		80 hours per week
	Contract Year 1:	\$116,480.00
	Contract Year 2:	\$117,644.80
	Contract Year 3:	\$118,821.25
	Option Year 1:	\$120,009.46
	Option Year 2:	\$121,209.56
<b>B. Cashiers:</b> For Theater District Parking and Convention District Garage:	<b>Annual Salaries</b>	<b>Hourly Rates</b>
<b>Exit booths in Convention &amp; Entertainment Parking Facilities are to operate Monday through Friday, at a minimum of the following hours:</b>		
<b>Cashier Booth Location</b>	<b>Estimated Hours</b>	
<b>Booth Cashier</b> Sat. 10 hrs. Sun. 7 hrs.		<b>Average Hourly Rate</b>
<b>Entrance #1 (Old Rusk)</b> 24 Hours a Day Mon. – Fri.		137 hours per week
	Contract Year 1:	\$60,126.56
	Contract Year 2:	\$61,329.09
	Contract Year 3:	\$62,555.67
	Option Year 1:	\$63,806.79
	Option Year 2:	\$65,082.92
<b>Booth Cashier</b> Open from 7:00 a.m. - 11:00 p.m. (variable)		<b>Average Hourly Rate</b>
<b>Entrance #2 (New Rusk Wall)</b> M – F Collections		80 hours per week
	Contract Year 1:	\$35,110.40
	Contract Year 2:	\$35,812.61
	Contract Year 3:	\$36,528.86
	Option Year 1:	\$37,259.44
	Option Year 2:	\$38,004.63

<b>Booth Cashier</b> Open from 10:00 a.m. - 6:00 p.m. (variable)		
<b>Entrance #2 (New Rusk Middle) M – F Collections</b>		<b>Average Hourly Rate</b>
Contract Year 1:	\$17,555.20	\$8.44
Contract Year 2:	\$17,906.30	\$8.61
Contract Year 3:	\$18,264.43	\$8.78
Option Year 1:	\$18,629.72	\$8.96
Option Year 2:	\$19,002.31	\$9.14
<b>Booth Cashier</b> Open from 10:00 a.m. - 9:00 p.m. M – F		<b>Average Hourly Rate</b>
<b>Entrance #4 (Old Capitol) Collections</b>		55 hours per week
Contract Year 1:	\$24,138.40	\$8.44
Contract Year 2:	\$24,621.17	\$8.61
Contract Year 3:	\$25,113.59	\$8.78
Option Year 1:	\$25,615.86	\$8.96
Option Year 2:	\$26,128.18	\$9.14
<b>Booth Cashier</b> Open from 1:00 p.m. - 7:00 p.m. M – F		<b>Average Hourly Rate</b>
<b>Entrance #7 (Texas Avenue) Collections</b>		30 hours per week
Contract Year 1:	\$13,166.40	\$8.44
Contract Year 2:	\$13,429.73	\$8.61
Contract Year 3:	\$13,698.32	\$8.78
Option Year 1:	\$13,972.29	\$8.96
Option Year 2:	\$14,251.73	\$9.14
<b>Booth Cashiers</b>		<b>Average Hourly Rate</b>
(part-time) apprx. 20 hours per week		20 hours per week
Contract Year 1:	\$8,777.60	\$8.44
Contract Year 2:	\$8,953.15	\$8.61
Contract Year 3:	\$9,132.22	\$8.78
Option Year 1:	\$9,314.86	\$8.96
Option Year 2:	\$9,501.16	\$9.14

<b>Position/Estimated Hours</b>	<b>Annual Salaries</b>	
<b>Event Cashiers/Ambassadors—estimated at 35,000 hours per year</b>		<b>Average Hourly Rate</b>
(Number varies depending on event schedules) <b>No more than 1% increase per contract year</b>		<b>35,000 hrs/year</b>
Contract Year 1:	\$262,850.00	\$7.51
Contract Year 2:	\$265,478.50	\$7.59
Contract Year 3:	\$268,133.29	\$7.66
Option Year 1:	\$270,814.62	\$7.74
Option Year 2:	\$273,522.76	\$7.81
<b>Event Service/Equipment Attendant as needed for events (apprx. 60 hours per week)</b>	<b>Annual Salaries</b>	<b>Hourly Rates</b>
Contract Year 1:	\$31,200.00	\$10.00
Contract Year 2:	\$31,824.00	\$10.20
Contract Year 3:	\$32,460.48	\$10.40
Option Year 1:	\$33,109.69	\$10.61
Option Year 2:	\$33,771.88	\$10.82

**Annual Estimated Event Hours: 35,000 event hours per year**

**Theater District Parking Facilities (82% of total)**

Theater District Garages  
Houston Center for the Arts Parking Lot  
Houston Police Department Parking Lot  
Lots C and H

**GRBCC and Convention District Garage Parking Facilities (18% of total)**

GRBCC Surface Lots and Staging Lots  
Convention District Garage

ITEM	DIRECT COST BUDGET				
	ANNUAL SALARIES				
PAYROLL	Contract Year 1	Contract Year 2	Contract Year 3	Option Year 1	Option Year 2
Project Manager (over all Parking Facilities)	\$62,373.00	\$63,620.46	\$64,892.87	\$66,190.73	\$67,514.54
Assistant Project Manager (over all Parking Facilities)	\$45,910.20	\$46,828.40	\$47,764.97	\$48,720.27	\$49,694.68
GRBCC/Convention District Garage Parking Manager	\$42,840.00	\$43,696.80	\$44,570.74	\$45,462.15	\$46,371.39
GRBCC Parking Supervisor	\$41,600.00	\$42,432.00	\$43,280.64	\$44,146.25	\$45,029.18
Accounting Office Manager	\$44,859.60	\$45,756.79	\$46,671.93	\$47,605.37	\$48,557.47
Bookkeeper	\$29,518.80	\$30,109.18	\$30,711.36	\$31,325.59	\$31,952.10
Parking Systems Analyst	\$41,151.90	\$41,974.94	\$42,814.44	\$43,670.73	\$44,544.14
Assistant Parking Systems Analyst	\$20,800.00	\$21,216.00	\$21,640.32	\$22,073.13	\$22,514.59
Night/Events Manager	\$31,824.00	\$32,460.48	\$33,109.69	\$33,771.88	\$34,447.32
Supervisor (Events--3 positions)	\$58,500.00	\$59,670.00	\$60,863.40	\$62,080.67	\$63,322.28
Supervisor (Weekend/Events)	\$11,700.00	\$11,934.00	\$12,172.68	\$12,416.13	\$12,664.46
Shuttle Driver Lead	\$26,520.00	\$27,050.40	\$27,591.41	\$28,143.24	\$28,706.10
Shuttle Driver 1	\$25,480.00	\$25,989.60	\$26,509.39	\$27,039.58	\$27,580.37
Shuttle Driver 2	\$23,400.00	\$23,868.00	\$24,345.36	\$24,832.27	\$25,328.91
Uniformed Police Officers	\$116,480.00	\$117,644.80	\$118,821.25	\$120,009.46	\$121,209.56
<b>Subtotal</b>	<b>\$622,957.50</b>	<b>\$634,251.85</b>	<b>\$645,760.44</b>	<b>\$657,487.44</b>	<b>\$669,437.09</b>
Booth Cashiers	\$158,874.56	\$162,052.05	\$165,293.09	\$168,598.95	\$171,970.93
Special Event Cashiers	\$262,850.00	\$265,478.50	\$268,133.29	\$270,814.62	\$273,522.76
Ticket Auditor	\$27,500.00	\$28,050.00	\$28,611.00	\$29,183.22	\$29,766.88
Event Service/Equipment Attendant	\$31,200.00	\$31,824.00	\$32,460.48	\$33,109.69	\$33,771.88
Traffic Directors	\$66,560.00	\$67,891.20	\$69,249.02	\$70,634.00	\$72,046.68
<b>TOTAL PAYROLL</b>	<b>\$1,169,942.06</b>	<b>\$1,189,547.60</b>	<b>\$1,209,507.32</b>	<b>\$1,229,827.92</b>	<b>\$1,250,516.24</b>

**DIRECT COST BUDGET**

<b>OTHER OPERATING EXPENSES</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>	<b>Option Year 1</b>	<b>Option Year 2</b>
Payroll taxes & Workers Comp. Ins.	\$187,410.90	\$190,691.51	\$194,033.05	\$197,436.70	\$200,903.66
Health Insurance	\$67,569.20	\$68,920.58	\$70,299.00	\$71,704.98	\$73,139.08
Liability Insurance	\$28,926.47	\$29,505.00	\$30,095.10	\$30,697.00	\$31,310.94
Telephones and pagers	\$7,760.00	\$7,915.20	\$8,073.50	\$8,234.97	\$8,399.67
Office supplies	\$18,870.00	\$19,247.40	\$19,632.35	\$20,024.99	\$20,425.49
General supplies	\$14,350.00	\$14,637.00	\$14,929.74	\$15,228.33	\$15,532.90
Painting supplies	\$7,200.00	\$7,344.00	\$7,490.88	\$7,640.70	\$7,793.51
Maintenance supplies	\$600.00	\$612.00	\$624.24	\$636.72	\$649.46
M/WBE contract	\$445,650.46	\$450,106.96	\$454,608.03	\$459,154.11	\$463,745.66
Postage	\$2,400.00	\$2,448.00	\$2,496.96	\$2,546.90	\$2,597.84
Repairs & Maintenance	\$11,220.00	\$11,444.40	\$11,673.29	\$11,906.75	\$12,144.89
Uniforms	\$5,000.00	\$3,500.00	\$5,000.00	\$3,500.00	\$3,500.00
Trash removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bank service charges	\$34,800.00	\$35,496.00	\$36,205.92	\$36,930.04	\$37,668.64
Equipment repairs	\$39,780.00	\$40,575.60	\$41,387.11	\$42,214.85	\$43,059.15
Tickets/coupons	\$18,516.00	\$18,886.32	\$19,264.05	\$19,649.33	\$20,042.31
Armored car service	\$14,620.00	\$14,912.40	\$15,210.65	\$15,514.86	\$15,825.16
Sweeping contract services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Signage	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Recruitment	\$3,000.67	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Shuttle Bus repairs	\$17,140.00	\$17,482.80	\$17,832.46	\$18,189.11	\$18,552.89
Professional services	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Shuttle Bus Insurance	\$34,500.67	\$35,190.00	\$35,893.80	\$36,611.68	\$37,343.91
Health Insurance (Pay or Play Compliance)	\$34,320.00	\$35,006.40	\$35,706.53	\$36,420.66	\$37,149.07
<b>Subtotal</b>	\$1,002,633.70	\$1,015,921.58	\$1,032,456.65	\$1,046,242.70	\$1,061,784.23
<b>TOTAL OPERATING EXPENSES</b>	<b>\$2,172,575.76</b>	<b>\$2,205,469.18</b>	<b>\$2,241,963.97</b>	<b>\$2,276,070.62</b>	<b>\$2,312,300.47</b>

**MANAGEMENT FEES**

	<b>Total Management Fees</b>	<b>=</b>	<b>Base Management Fees (85% of Total Management Fees)</b>	<b>+</b>	<b>Performance Incentive— At-Risk Management Fees (15% of Total Management Fees)</b>
Contract Year 1:	\$44,200.00	=	\$37,570.00	+	\$6,630.00
Contract Year 2:	\$44,200.00	=	\$37,570.00	+	\$6,630.00
Contract Year 3:	\$44,200.00	=	\$37,570.00	+	\$6,630.00
Option Year 1:	\$44,200.00	=	\$37,570.00	+	\$6,630.00
Option Year 2:	\$44,200.00	=	\$37,570.00	+	\$6,630.00
<b>Total, all 5 contract years:</b>	<b>\$221,000.00</b>	<b>=</b>	<b>\$187,850.00</b>	<b>+</b>	<b>\$33,150.00</b>

**Valet Parking (if requested): Direct Costs for Valet Parking + \$0.00 management fee.**

<b><u>PROPOSED PARKING ENHANCEMENTS</u></b>		
<b><u>Item Description</u></b>	<b><u>Estimated Cost</u></b>	
Mass notification system integration with existing Talk-a-Phone emergency phones	\$28,000.00	
Credit card in/credit card out payment system integrated with existing Scan Net	\$75,000.00	
ADA para-transport golf cart	\$20,000.00	
Upgrade existing Federal APD passports to Federal APD passport 360 intelligent access control devices	\$25,000.00	
Sweeper/Scrubber Trailer	\$3,600.00	
Digital VOIP Intercom	\$22,000.00	
Lighted Crosswalk for CDG	\$39,785.00	
Federal APD ScanNet Training for Analyst	\$3,400.00	
Manager Certification	\$0.00	At no cost to the City
Wireless Credit Card Terminals for Events	\$16,500.00	16 units for both Garages
Painting CD Garage	TBD	Total cost depends on scope of work
Wayfinding Packet CDG	\$0.00	At no cost to the City
Uniform Upgrade Theater District Garage	\$10,900.00	
Restriping Theater District Garage	\$15,000.00	
Site Specific Customer Training Video	\$0.00	At no cost to the City
Online Payment for Contract Parkers	\$0.00	At no cost to the City
Other Parking Enhancements--to be determined	\$240,815.00	
<b>Total Parking Enhancements</b>	<b>\$500,000.00</b>	

**TOTAL CONTRACT AMOUNT**

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Total</b>
<b>Total Operating Expenses</b>	\$2,172,575.76	\$2,205,469.18	\$2,241,963.97	\$2,276,070.62	\$2,312,300.47	\$11,208,379.33
<b>Maximum Possible Management Fees</b>	\$44,200.00	\$44,200.00	\$44,200.00	\$44,200.00	\$44,200.00	\$221,000.00
<b>Parking Enhancements</b>	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$500,000.00
<b>Total</b>	\$2,316,775.76	\$2,349,669.18	\$2,386,163.97	\$2,420,270.62	\$2,456,500.47	<b>\$11,929,380.00</b>

**EXHIBIT "C"**  
**PERFORMANCE INCENTIVE PROGRAM**

## PERFORMANCE INCENTIVE PROGRAM

### **1. PERFORMANCE INCENTIVE - INSTRUCTIONS**

The purpose of each evaluation is to judge the performance of the parking and shuttle bus operations and to determine whether Contractor's performance, during the evaluation period, met or exceeded the expectations of the City.

**STEP 1:** Post the name of the Parking Facility and Evaluation Period on the Performance Incentive Evaluation and Calculation forms.

Evaluate the performance of the Contractor at each group of Parking Facilities, as applicable, using the Performance Evaluation Form. For those items where there are multiple questions under a category, the points for a Yes or No answer are listed. Circle Yes or No and total the points for the category.

If any items are not applicable for a particular group of Parking Facilities for the evaluation period, the total available points should be assigned. The total possible score for each group of Parking Facilities should total no more than 200 possible points, which shall be divided by two to arrive at a total score of no more than 100 points. The format of the following Performance Incentive Calculation Form is subject to revision as agreed upon by Director and Contractor to account for changes in the scope of services.

**STEP 2:** The total score for each group of Parking Facilities should be multiplied by the percentage weight attributable to that group, as shown below. Post this information on the Performance Incentive Calculation Form.

**STEP 3:** Transfer total points for each group of Parking Facilities to the Performance Incentive Calculation Form. Calculate the available Performance Incentive Fee to be awarded by multiplying the total weighted score for all Parking Facilities by .01 to express a percentage. The percentage shall then be multiplied by the total Performance Incentive amount available for the evaluation period, and will be paid in the percentage amount indicated in the table on the Performance Incentive Calculation form.

### **2. PARKING OPERATIONS OVERVIEW**

As of the beginning of the Agreement, the scores of the Performance Incentive Evaluation forms will be weighted as shown below for the two separate groups of Parking Facilities. The Director may change the percentage weights over the course of the Agreement if any Parking Facilities are added to, or deleted from the Agreement.

<b>GRBCC Surface Parking Lots, Convention District Garage, and Staging Lots</b>	<b>Theater District (Includes Theater District Parking Garages, HCA Parking Lot, Lots C&amp; H, and HPD Lot)</b>	<b>TOTAL</b>
<b>18% of total score</b>	<b>82% of total score</b>	<b>100%</b>

**Performance Incentive Evaluation Form**

**Evaluation Period:**

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**Rate on a scale from zero to ten where:**

- 0 – 2 = Poor
- 3 – 4 = Below Average
- 5 = Average
- 6 – 7 = Above Average
- 8 - 9 = Very Good
- 10 = Excellent

**Or, on a zero-to-five scale where:**

- 0 = Poor
- 1 = Needs Improvement
- 2 = Below Average
- 3 = Average
- 4 = Above Average
- 5 = Excellent

<p><b>Category I.</b></p> <p><b>Customer Service – Parking Operations</b> (20 points max)</p>	<p><b>Theater District Parking Facilities</b> (includes Theater District Garages, HCA Lot, Lots C&amp;H, and HPD Lot)</p>
<p>A) Customer exit waiting times and Cashier processing times. 5 = Excellent to 0 = Poor</p>	
<p>B) Service enhancements implemented as scheduled. 5 = Excellent to 0 = Poor</p>	
<p>C) Cashier/Ambassador performance.</p> <p>1) Cashiers effectively trained in surrounding facility information and customer service procedures. Yes = 5 No = 0</p>	
<p>2) Customer complaints/responsiveness to customers. No complaints, responsive to customers = 5 A few minor complaints = 4 Average number of complaints = 3 More than average number of complaints = 2 or 1 Many serious complaints, not responsive to customers = 0</p>	

<b>Category II.</b> <b>Efficiency of Operation – Parking Operations</b> (55 points max)	<b>Theater District Parking Facilities</b> <b>(Includes Theater District Garages, HCA Lot, Lots C&amp;H, and HPD Lot)</b>
A) Maintenance and appearance of equipment (parking, office, scrubber, sweeper) and golf cart appearance and operating condition. Well maintained, clean equipment = 5 Poorly maintained, shabby equipment = 0	
B) Appearance of physical facility. Good appearance = 5 Poor appearance = 0	
C) Cleanliness of physical facility. <b>(rating times 2)</b> Clean physical facility = 10 Dirty physical facility = 0	
D) <u>Effective use of manpower.</u> Manning for peak periods anticipated. Yes = 5 No = 0	
E) <u>Cash management:</u> 1) Deposits on time each banking day. Yes = 5 No = 0	
2) Cashier overages/shortages within acceptable limits. Yes = 5 No = 0	
3) Reports are accurate. Yes = 5 No = 0	
4) Report are submitted on time. Yes = 5 No = 0	
F) <u>Missing tickets.</u> Detailed explanation for variance submitted with monthly report. Yes = 5 No = 0	
G) Audits (physical, cash control, operational) by Parking Operations including Mystery Shoppers. Specify type of audit: _____  Audit completed and no significant problems = 5 Audit completed with only minor problems found = 3 Audit not completed or major problems found = 0	

<b>Category III.</b> <b>Management Performance – Parking Operations</b> (25 points max.)	<b>Theater District Parking Facilities (includes Theater District Garages, HCA Lot, Lots C&amp;H, and HPD Lot)</b>
A) <u>Operational recommendations:</u> 1) Contractor recommended changes that resulted in improved service levels or improvements to operations. Yes = 5 No = 0	
2) Contractor conducted parking rates analyses when requested. [If not requested, allot 5 points.] Yes = 5 No = 0	
B) Quality of management. Excellent = 5 to Poor = 0	
C) Service enhancements implemented as scheduled. Excellent = 5 to Poor = 0 [Allot 5 points if none were scheduled.]	

<b>Category IV.</b> <b>Responsiveness to Parking Facility – Parking Operations</b> (25 points max.)	<b>Theater District Parking Facilities (Includes Theater District Garages, HCA Lot, Lots C&amp;H, and HPD Lot)</b>
A) Assisted Parking Operations management in planning for special events including holidays and peak periods. Yes = 5 No = 0	
B) Copy of written operational procedures and policy manual specifically for Parking Facility current and updated in Parking Contractor's management office. Yes = 5 No = 0	
C) Response to Parking Operations management requests. Yes = 5 No = 0	
D) Proactive approach to management and assistance. Yes = 5 No = 0	
E) Parking Operations management's overall opinion of performance. Yes = 5 No = 0	

<b>Category V.</b> <b>Customer Service – Shuttle Bus</b> (25 points max.)	<b>Theater District Parking Facilities (Includes Theater District Garages, HCA Lot, Lots C&amp;H, and HPD Lot)</b>
A) Customer pickup waiting times (on & off peak). Good flow, reasonable wait times = 5 Excessively long wait times = 0	
B) Driver performance: 1) Drivers in approved uniform. Yes = 5 No = 0	
2) Drivers effectively trained in surrounding facility information and customer service procedures. Yes = 5 No = 0	
3) Customer complaints. Few complaints, responsive to customer complaints = 5 Many complaints, not responsive to customer complaints = 0	
4) Accidents/Reckless Driving. Good driving record, no accidents or reckless driving = 5 Accidents/reckless driving occurred = 0	

<b>Category VI.</b> <b>Efficiency of Operation – Shuttle Bus Operation</b> (20 points max.)	<b>Theater District Parking Facilities (Includes Theater District Garages, HCA Lot, Lots C&amp;H, and HPD Lot)</b>
A) Maintenance of vehicles and monthly records. Well maintained = 5 Poorly maintained = 0	
B) Appearance of vehicles. Good, clean appearance = 5 Poor, dirty appearance = 0	
C) Effective use of manpower and vehicles: Yes, effective = 5 No, not effective = 0	
D) Audits (physical, operational). Specify type of audit: _____ Audit completed and no significant problems = 5 Audit completed and only minor problems found = 3 Audit not completed or major problems = 0	

<b>Category VII.</b> <b>Management Performance – Shuttle Bus Operation</b> (15 points max.)	<b>Theater District Parking Facilities (Includes Theater District Garages, HCA Lot, Lots C&amp;H, and HPD Lot)</b>
A) Contractor implemented requested changes in service levels and made approved improvements. Yes = 5 No = 0	
B) Shuttle routes were followed as scheduled. Yes = 5 No = 0	
C) Good, responsive local management. Yes = 5 No = 0	

<b>Category VIII.</b> <b>Responsiveness to Parking Facility – Shuttle Bus Operation</b> (15 points max.)	<b>Theater District Parking Facilities (Includes Theater District Garages, HCA Lot, Lots C&amp;H, and HPD Lot)</b>
A) Assisted Parking Operations management in planning for special events. Yes = 5 No = 0	
B) Response to Parking Operations management requests. Yes = 5 No = 0	
C) Proactive approach to management and assistance. Yes = 5 No = 0	

**GRBCC Performance Incentive Evaluation Form**

**Evaluation Period:**

**Rate on a scale from zero to ten where:**

- 0 – 2 = Poor**
- 3 – 4 = Below Average**
- 5 = Average**
- 6 – 7 = Above Average**
- 8 - 9 = Very Good**
- 10 = Excellent**

**Or, on a zero-to-five scale where:**

- 0 = Poor**
- 1 = Needs Improvement**
- 2 = Below Average**
- 3 = Average**
- 4 = Above Average**
- 5 = Excellent**

<b>Category I. Customer Service – Parking Operations (50 Points Max)</b>	<b>GRBCC Surface Lots, Convention District Garage, and Staging Lots</b>
A) Responsiveness to customer complaints. 5 = Excellent to 0 = Poor	
B) Customer exit waiting times and Cashier processing times. 5 = Excellent to 0 = Poor	
C) Customer appreciation letters and e-mail messages. 5 = Excellent to 0 = Poor	
D) Service enhancements implemented as scheduled. 5 = Excellent to 0 = Poor	
E) Cashier/Attendant performance. 1) Cashiers effectively trained in surrounding facility information and customer service procedures. <b>(rating x 4)</b> Yes = 20 No = 0	
2) Customer complaints. No complaints = 10 Many complaints = 0	

<b>Category II.</b> <b>Efficiency of Operation – Parking Operations</b> (45 points max.)	<b>GRBCC Surface Lots,            Convention District Garage,            and Staging Lots</b>
A. Maintenance and appearance of equipment (parking, office, scrubber, sweeper) and golf cart appearance and operating condition. Well maintained, clean equipment = 10 Poorly maintained, shabby equipment = 0	
B) Appearance of physical facility. Good appearance = 5 Poor appearance = 0	
C) Cleanliness of physical facility. <b>(rating times 4)</b> Clean physical facility = 20 Dirty physical facility = 0	
D) <u>Effective use of manpower.</u> Manning for peak periods anticipated. Yes = 10 No = 0	

<b>Category III.</b> <b>Management Performance – Parking Operations</b> (55 points max)	<b>GRBCC Surface Lots,            Convention District Garage,            and Staging Lots</b>
A) <u>Operational recommendations:</u> 1) Contractor recommended changes that resulted in improved service levels, or improvements to operations. Yes = 5 No = 0	
2) Contractor conducted parking rates analyses when requested. [If not requested, allot 5 points.] Yes = 5 No = 0	
B) On-site management. <b>(rating times 2)</b> Excellent = 10 to Poor = 0	
C) Area management. Excellent = 5 Poor = 0	
D) Corporate management. Excellent = 5 Poor = 0	
E) Corporate services. Excellent = 5 Poor = 0	
F) Service enhancements implemented as scheduled. <b>(rating times 4)</b> Excellent = 20 to Poor = 0 [Allot 20 points if none were scheduled.]	

<b>Category IV.</b> <b>Responsiveness to Parking Facility – Parking Operations</b> (50 points max.)	<b>GRBCC Surface Lots,            Convention District Garage,            and Staging Lots</b>
A) Assisted Parking Operations management in planning for special events, including holidays and peak periods. Yes = 10 No = 0	
B) Copy of written operational procedures and policy manual specifically for Parking Facility current and updated in Parking Contractor's management office. Yes = 10 No = 0	
C) Response to Parking Operations management requests. Yes = 10 No = 0	
D) Proactive approach to management and assistance. Yes = 10 No = 0	
E) Parking Operations management's overall opinion of performance. Good = 10 Poor = 0	

**PARKING SERVICES**  
**PERFORMANCE INCENTIVE CALCULATION FORM**

Parking Facility Group:

George R. Brown Convention Center, Convention District Garage, and Staging Lots

OR

Theater District Parking Facilities, including Houston Center for the Arts parking lot and HPD parking lot

In the example below, the Contractor has a perfect total score of 100 points for each of the two groups of Parking Facilities. The total available incentive amount is \$3,450.00. The amount of the Performance Incentive Fees shall not exceed 15% of the total Management Fee.

<b>Performance Incentive Fee Distribution</b>		
<b>Total Score per six-month period</b>	<b>Percentage of total Performance Incentive Fee Awarded</b>	<b>Total Dollar Amount</b>
= to or > than 95%	100%	\$3,450.00
= to or > than 90% and < 95%	95%	\$3,277.50
= to or > than 80% and < 90%	85%	\$2,932.50
= to or > than 70% and < 80%	50%	\$1,725.00
< than 70%	0%	\$0

<b>Total Score (no more than 200 points total) divided by 2 =</b>	<b>Theater District Parking Facilities</b>	<b>GRBCC Parking Facilities</b>	<b>Total weighted scores combined and expressed as a percentage</b>
<b>Total Score multiplied by percentage weight =</b>	100	100	
<b>Total Weighted Score</b>	82	18	100.00%
<b>Total Amount Recommended for Incentive</b>	<b>\$3,450*</b>		

\* (not to exceed 15% of the total Management Fees paid during the evaluation period)

## EXHIBIT "D"

### CITY OF HOUSTON DRUG DETECTION AND DETERRENCE

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**DRUG POLICY COMPLIANCE AGREEMENT  
ATTACHMENT A**

I, \_\_\_\_\_ as an owner or officer of  
**(Name) (Print/Type) (Title)**  
\_\_\_\_\_  
**(Name of Company)** (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results, and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Contractor's Certification of No Safety Impact Positions  
in Performance of a City Contract  
ATTACHMENT "B"**

I, \_\_\_\_\_  
(Name) (Print/Type) (Title)

as an owner or officer of \_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS**

I, \_\_\_\_\_ as an owner or officer of  
(NAME) (PRINT/TYPE)

\_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

## DRUG POLICY COMPLIANCE DECLARATION ATTACHMENT "C"

I, \_\_\_\_\_ as an owner or officer of  
 \_\_\_\_\_  
 (Name) (Print/Type) (Title)

\_\_\_\_\_ (Contractor)  
 \_\_\_\_\_  
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy  
*Initials* meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence  
 (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug  
*Initials* Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have  
 been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services  
*Initials* (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on  
*Initials* the City of Houston contract. The number of employees on safety impact positions during this  
 reporting period is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred:  
*Initials* (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent  
*Initials* with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with  
*Initials* established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this  
 declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Contractor Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

## EXHIBIT "E"

### CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. \_\_\_\_\_ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. \_\_\_\_\_ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the HR Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
  - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contracts.

The M/WBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action policy and/or Ordinance, contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 7<sup>th</sup> Floor, Houston, Texas 77002.

## EXHIBIT "F"

### EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.