

**CONTRACT MA-080-18010784  
WITH  
PARKING CONCEPTS, INC.  
FOR  
MANAGEMENT & OPERATION OF MULTI-FACILITY PARKING COMPLEXES**

THIS CONTRACT MA-080-18010784 for Management & Operation of Multi-Facility Parking Complexes (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County, and Contractor Name Parking Concepts Inc., with a place of business at Contractor Address TBD (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

THIS CONTRACT is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Staffing Plan

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Management & Operation of Multi-Facility Parking Complexes under a usage Contract; and

WHEREAS, County solicited Contract for Management & Operation of Multi-Facility Parking Complexes as set forth herein, and Contractor represented that it is qualified to provide Management & Operation of Multi-Facility Parking Complexes to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Management & Operation of Multi-Facility Parking Complexes to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Management & Operation of Multi-Facility Parking Complexes with the Contractor;

**Now, therefore,** the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

County shall mean the County of Orange.

County's Project Manager and the Parking Administor are authorized designees under the terms of this Contract.

Auditor-Controller shall mean the Auditor-Controller, County of Orange, or designee.

Manager of CEO Risk Management shall mean the Manager, Risk Management, County Executive Office, County of Orange, or designee.

Employee-hour shall mean one hour of approved staffing excluding management and supervisory hours.

Gross Receipts shall include all income collected or required by this Contract to be collected and accounted for by Contractor, including but not limited to all income received in cash, service, rebate, by credit to an account, or otherwise, and whether payment is actually collected or not, as a result of the operation of the Parking Facilities herein described. "Gross Receipts" shall not be less than the total of the fee computer totals for all exit lanes, as documented by daily transaction reports, plus the sale price for all employee parking permits sold as shown on the monthly statement of employee parking permits sold. All "Gross Receipts" received by Contractor in its operation of the Parking Facilities included herein shall become, immediately upon the collection and receipt thereof, the property of County.

Undercharges - Contractor shall assume all responsibility for losses of revenue to County as a result of cashiers charging exiting patrons less than the amount due as determined by the entrance time stamp on parking tickets and the appropriate rate structure.

Bad Debt Losses - Bad debt losses, including but not limited to insufficient funds, checks, uncollectible cash or credit card charges, and uncollectible Statements of Unpaid Fee amounts shall not be deducted from gross receipts. All uncollected amounts shall be reconciled and adjusted by OCPW Accounting on a monthly basis.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives,

substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in article "Y" below, and as more fully described in article "Y," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "Y" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to

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assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor

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pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "Y" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- V. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- W. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- X. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Y. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- Z. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each



fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- AA. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Management & Operation of Multi-Facility Parking Complexes from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees and agents from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, whose consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. Except as noted herein, the County will not provide free parking for any service in the County Civic Center.
12. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or

badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/Contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

16. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:
  - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

18. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. **Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 26. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
  - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested

accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

**20. Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.

21. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s

reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

24. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

25. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Parking Concepts, Inc.  
Attn: Robert Hindle  
12 Mauchly, Building I  
Irvine, CA 92618

Phone: 949-753-7525  
 Email: [bhindle@pcila.com](mailto:bhindle@pcila.com)

County's Project Manager: OC Public Works/Parking Administration  
 Attn: Shari Luther  
 300 N. Flower St.  
 Santa Ana, CA 92703  
 Phone: 714-667-9622  
 Email: [shari.luther@ocpw.ocgov.com](mailto:shari.luther@ocpw.ocgov.com)

cc: OC Public/Procurement Section  
 Attn: Roy Aragon, County DPA  
 300 North Flower Street, Suite 861  
 Santa Ana, CA 92703  
 Phone: 714-667-9747  
 Email: [roy.aragon@ocpw.ocgov.com](mailto:roy.aragon@ocpw.ocgov.com)

27. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
28. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
29. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
30. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
31. **Adjustment to Compensation:** Should the term of this Contract be renewed in accordance with the provisions of Article 2 “Term”, compensation paid under this article shall be subject to adjustment in proportion to changes in the Consumer Price Index – All Urban Consumers for Los Angeles - Riverside – Orange, CO, CA, All items 1982-84=100 (monthly) promulgated by the Bureau of Labor Statistics of the U. S. Department of Labor, or replacement index published thereto, but in any case shall not be reduced below the amounts specified in Attachment B (Contractor’s Pricing).

Said adjustment(s) shall be effective December 1 of every even numbered year beginning 2018. The adjustment(s) shall be calculated by the following formula:



$$A=B \times (D/C)$$

A = Adjusted employee-hour fee.

B = Employee-hour fee(s) listed on Contractor Pricing

C = Monthly index for July 2017

D = Monthly index for July of the year in which the adjustment becomes effective

Compensation during the term of this Contract shall also be adjusted in the same proportion as California State Minimum Wage Requirements are adjusted, if any, from time to time, by the State of California, and/or by the local governing body in which a parking facility is located, either as a result of existing laws or regulations, or as a result of new laws or regulations promulgated by the State of California and/or by the local governing body in which a parking facility is located during the term of this CONTRACT, and any extensions thereof. Any such adjustments shall become effective as of the first day following the effective date of any such new law or regulation.

Any such adjustments, whether by Consumer Price Index, or as the result of law or regulation, or any combination thereof, shall not be compounded. In other words, if a Consumer Price Index adjustment would result in a Three Percent (3%) increase in Compensation, and a concurrent increase as a result of a new law or regulation would result in an Four Percent (4%) increase in Compensation, the maximum increase for the ensuing contract year will be limited to not more than Four Percent (%) – the larger of the two increases in this example.

Any such adjustments to Compensation during the term of this Contract shall be calculated annually to become effective as of the December 1 anniversary date of this Contract

### **32. Best Management Practices (BMP):**

- a. Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).
- b. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
- c. To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality

of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

- d. BMP Fact Sheets shall include but shall not be limited to the following which may be viewed for municipal activities and downloaded at [www.ocwatersheds.com/documents/bmp/municipalactivities](http://www.ocwatersheds.com/documents/bmp/municipalactivities):
  - i. FF-9 (Municipal Fixed Facility) Parking Lot Maintenance
  - ii. DF-1 Drainage Facility Operation and Maintenance
- e. These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
- f. Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.
- g. Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County's Project Manager for review and approval prior to implementation.
- h. County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

**33. Charge for Delinquent Deposits and Accounting:** Contractor hereby acknowledges that delinquent deposits of gross receipts and the accounting therefore or of any other sums due hereunder will cause the County to incur costs not contemplated by this Contract, the exact amount of which may be impracticable and extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices and Statements of Unpaid Fees, increased accounting costs, loss of interest, etc.

Accordingly, if gross receipts are not collected, deposited and accounted for in the manner and within the time specified in Attachment I Scope of Work (Collection and Deposit of and Accounting For Gross Receipts), a delinquency charge equal to the lesser of the actual amount not collected, or \$500 per occurrence will be deducted by OC Public Works Accounting from monthly compensation due Contractor as specified in Attachment B. Contractor Pricing.

Contractor and the County hereby agree that such a charge represents a fair and reasonable estimate of the cost that the County will incur by reason of Contractor's delinquency. Deduction of such a charge by the County from Contractor's compensation shall in no event constitute a waiver of Contractor's default with respect to such delinquency, nor prevent the County from exercising any of

the other rights and remedies granted herein or by law.

34. **Conditions Governing Improvements and Alterations:** No facilities shall be installed or maintained, or alterations or additions made, in, to, or upon the Parking Facilities by Contractor without the prior written consent of the County and all such work shall be completed in accordance with plans approved and conditions imposed by the County. Upon completion of said facilities, Contractor shall furnish to the County, at no charge, two complete sets of “as built” drawings and detailed costs of the facilities constructed and installed.

All facilities, alterations, or additions constructed by Contractor within the Parking Facilities, including the plans and specifications therefore, shall conform in all respects to the applicable statutes, ordinances, building codes, rules, and regulations of the County and such other authorities as may have jurisdiction. The County’s approval given as provided shall not constitute a representation or warranty of such conformity, and conformance shall remain Contractor’s responsibility. Contractor shall procure all permits necessary for such construction. The cost of all permits and construction by Contractor shall be at Contractor’s sole cost and expense.

35. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all applicable safety and hourly requirements for Contractor’s employees in accordance with federal, state and county safety regulations and laws.

36. **Covenant Against Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

37. **Damage to or Destruction of Improvements:** Contractor shall be responsible for any damage caused by Contractor or Contractor’s equipment, employees, agents, visitors or suppliers to the Parking Facilities. Should such damage require immediate repairs or replacement and Contractor is unable to respond immediately to complete said repairs or replacement, County may cause to be made or make any necessary repairs or replacements, and the cost thereof shall be paid by Contractor. Said cost shall include all labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of those items. Said cost shall be paid by Contractor within fifteen (15) days of receipt of an invoice for costs from County’s Project Manager.

38. **Designation of Contractor as Manager; Parking Facilities to be Operated:** Contractor shall ensure compliance with all applicable safety and hourly requirements for Contractor’s employees in accordance with federal, state and county safety regulations and laws:

- a. Designation of Contractor as Manager- County hereby designates and hires Contractor as Contractor and Manager of the hereinafter described Parking Facilities and Contractor accepts such designation and agrees to operate and manage the Parking Facilities subject to the terms, covenants and conditions of this Contract. Contractor acknowledges that this Contract conveys no interest in nor attaches to any underlying real property comprising the Parking Facilities. Accordingly, County and Contractor agree that nothing in this Contract shall entitle or permit or be construed to permit Contractor to file any claim, lien or notice against any real property. As material consideration for this Contract, Contractor waives any rights it may now or hereafter have to record a lis pendens against the Parking Facilities under Section 405 et. seq. of

the California Code of Civil Procedure, or any other provision of law, if a dispute arises under this Contract.

- b. Parking Facilities to be Operated- Contractor shall operate those certain vehicular parking facilities, together with all incidental and appurtenant improvements constructed thereon, shown on Attachment A (Scope of Work), attached hereto and made a part hereof, hereinafter referred to as the "Parking Facilities," in accordance with the terms and conditions set forth in this Contract. County reserves the right to add parking areas and/or parking structures to, or withdraw parking areas and/or parking structures from, the Parking Facilities; such right may be exercised by County at any time during the term of this Contract upon ten days written notice to Contractor by County. Contractor agrees to operate all such parking areas as County may from time to time add, and to operate such added parking areas in accordance with the terms, conditions and covenants of this Contract.
- c. In the event County withdraws, closes, cancels, discontinues or terminates operation by Contractor of any part or all of the parking areas shown on Attachment A or any of the additional parking areas hereafter made available, Contractor shall continue to operate the remaining parking areas in accordance with the terms, conditions and covenants of this Contract.
- d. At all times during the term of this Contract, County shall have the right to revise the automobile parking spaces; add, change, or rearrange the entrances and exits; use temporarily or permanently such portions thereof as are necessary for construction of improvements and/or repairs thereto; or to construct, install or repair improvements, service roads, or other facilities within the any County Parking Facilities.

39. **Disposition of Abandoned Personal Property:** If Contractor abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Parking Facilities fifteen (15) days after such event shall, at County's option, be deemed to have been transferred to County. County shall have the right to remove and to dispose of such property without liability therefore to Contractor or to any person claiming under Contractor, and shall have no need to account therefore.

40. **Inspection:** County has the right at any time to inspect Parking Facilities to determine if the provisions of this Contract are being complied with; to call a conference of representatives of County and Contractor to make inspections of the parking facilities and review operation, maintenance, quality of service and such other items as County deems appropriate.

If any Parking Facilities operational or accounting discrepancies are discovered, County has the unrestricted right to make immediate contact with Contractor's responsible employee, without prior notice. Contractor further agrees to make available for immediate inspection and review any and all materials, receipts, records and equipment relative to all revenues and the accounting for all funds maintained on County Parking Facilities, in order to resolve any issue at question and provide for the integrity and security of the operation being conducted.

County reserves the right, at any time, without further notice, to install audio and/or visual surveillance equipment, anywhere on the Parking Facilities monitor operations and procedures for security purposes.

**County of Orange, OC Public Works  
Parking Concepts, Inc.**

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41. **Operating Manual:** Contractor shall maintain a current Standard Operating Procedures Manual (Manual) detailing procedure to be followed by Contractor for operating the Parking Facilities. Operating procedures, together with any subsequent changes or revisions, shall be approved in writing by County. The Manual shall be submitted to County no later than March 31, 2018 for approval. Subsequent changes or revisions shall be approved in writing by County. The Manual shall be kept up-to-date at all times and pertinent parts shall be provided to Contractor's employees.
42. **Ownership of Documents:** County shall permanently own all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials created hereunder shall become and remain the sole properties of County and may be used by County as it may require without additional cost to County. No documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
43. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
44. **Public Record:** All written information submitted to and/or obtained by County from Contractor or any other person or entity having to do with or related to this Contract, either pursuant to this Contract or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, et seq.). a
45. **Records and Accounts:** The Contractor shall be responsible for the following:
- a. **Records** - Contractor shall, at all times during the term of this Contract, keep or cause to be kept true and complete books, records, and accounts of all gross receipts from the operation of the parking facilities within the Parking Facilities. Books, records, and accounts shall be supported by source documents such as computer records and printouts, register records, or other pertinent documents. Computer and/or register totals shall be read and recorded by Contractor at the beginning and end of each business day for each exit lane. Contractor shall provide, and be reimbursed by County as supplies; serially numbered tickets compatible with and for use in operating the parking revenue control equipment provided by County for monitoring vehicular parking and shall keep a record of said tickets acceptable to County.
  - b. **Accounting Year; Accounting Day** - For the initial portion of the Contract, the Accounting Year shall be December 1, 2017 (or upon Board of Supervisors approval) to June 30, 2018. For each subsequent year, the accounting year shall be July 1 through June 30. The accounting year shall be maintained throughout the term of the Contract unless County approves in writing a different accounting year. The Accounting Day shall be a 24 hour period beginning at 12:01 AM each day of the Accounting Year.
  - c. **Financial Statements** - Within ninety days after the end of each Accounting Year, Contractor shall, at Contractor's own expense, submit to OCPW Accounting a Statement of Gross Receipts, audited by a Certified Public Accountant, for each Accounting Year.

- d. Failure to Submit Financial Statements - In the event Contractor fails to submit financial statements required in paragraph c. above by the due date, County may require that Contractor pay to County any and all costs incurred by County to prepare the required financial statement, plus an administrative fee equal to 50% of those costs.
- e. Audits - All of Contractor's books of accounts and records and supporting source documents related to this Contract or to business operations conducted within or from the Parking Facilities shall be kept and made available at one location within the limits of Orange County, California. County shall, through its duly authorized agents or representatives, have the right to examine and audit said books of accounts and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements made and monies received.

County's Auditor-Controller, upon request of Contractor and at the Auditor-Controller's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided that Contractor agrees to pay all expenses, including but not limited to transportation, food, and lodging, necessary for the Auditor-Controller to audit said books and records. The full cost of any audit by the Auditor-Controller, as determined by the Auditor-Controller, shall be borne by Contractor if either or both of the following conditions exist:

- i. The audit reveals an underpayment of more than one (1%) Percent of gross receipts reported and paid by Contractor in accordance with this Contract when compared with the gross receipts which should have been reported and paid as revealed by audit;
  - ii. Contractor has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with Paragraph 64 a. The adequacy of such books, records, accounts, and supporting source documents shall be determined at the sole discretion of the Auditor-Controller. Otherwise, County shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of Orange County. Upon request of the Auditor-Controller, Contractor shall promptly provide, at Contractor's expense, necessary data to enable County to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Contract.
- f. Failure to Maintain Adequate Records - In addition to any other remedies available to County at law, in equity, or under this Contract, in the event Contractor fails to maintain and keep books, records, and accounts relating to Contractor's operations on or from the Parking Facilities and source documents relating thereto, or to make the same available to County for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to County regarding gross receipts as required by this Contract, County, at County's option, may:

- i. Perform such examinations, audits, and/or investigations itself or through Contractors, agents, or employees as County and/or its Auditor-Controller may deem appropriate to confirm the amount of gross receipts payable to County by Contractor under this Contract and any and all costs and/or expenses incurred by County in connection therewith shall be promptly reimbursed to County by Contractor upon demand;
  - ii. Provide accounting services and/or a system for recording gross receipts, including without limitation, cash registers, for use by Contractor in conducting business transactions upon or from the Parking Facilities, and, at County's option, maintain personnel on the Parking Facilities to observe and/or record such transactions during Contractor's business hours, or from time to time, all at Contractor's sole cost and expense and, in such event, Contractor shall promptly reimburse County for any and all costs incurred by County in connection therewith; and/or;
  - iii. Require that Contractor pay to County, upon demand, amounts equal to and based on County's reasonable estimate of the actual gross receipts from parking operations conducted on or from the Parking Facilities. Any such estimate made by County in good faith shall be conclusive and binding upon Contractor. Costs payable by Contractor pursuant to this article shall include reimbursement to County, for County- provided services at such rates as County may from time to time in good faith establish for such services. In the case of services provided by County's employees, such rates shall be sufficient to reimburse County for employees' salaries, including employee taxes and benefits and County's overhead or, at Auditor-Controller's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by the Auditor-Controller, if engaged by County to perform such services.
- g. Reports – Contractor shall provide monthly, concurrent with each monthly invoice, a report listing all complaints received and Contractor's resolution thereof.
46. **Removal and Restoration:** Subject to the provisions of Article 53 (Title to Improvements), upon termination of this Contract, Contractor shall redeliver possession of the Parking Facilities and equipment to County in substantially the same condition that existed immediately prior to Contractor's entry thereon, reasonable wear and tear, damage by the elements, earthquakes, acts of God, war and any act of war, excepted.
47. **Restrictions and Regulations:** This Contract, including the parking facilities and the operation thereof by Contractor, shall be subject to:
- a. Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by County.

- b. Any and all orders, directions or conditions issued, given or imposed by County with respect to the use of the roadways, driveways, curbs, sidewalks or parking areas, and public areas adjacent to the Parking Facilities.
- c. Any and all applicable laws, ordinances, statutes, rules, regulations or orders of any governmental authority lawfully exercising authority over Contractor's business hereunder.

County shall not be liable to Contractor for any damage to, or for any diminution or deprivation of Contractor's rights hereunder on account of the exercise of any such authority as in this article provided, nor shall Contractor be entitled to terminate the whole or any portion of this Contract by reason thereof unless the exercise of such authority shall so interfere with Contractor's operation of the parking facilities in the exercise of its rights under this Contract as to constitute a termination in whole or in part of this Contract by operation of law in accordance with the laws of the State of California.

48. **Security Deposit:** A security deposit in the sum of Two Hundred and Fifty Thousand Dollars (\$250,000) shall be provided to County by Contractor. The security deposit shall take one of the forms set out below and shall guarantee Contractor's full and faithful performance of all the terms, covenants, and conditions of this Contract:

- a. Cash
- b. A Performance Bond or Letter of Credit, pledging that funds necessary to secure performance of Contract terms, covenants, and conditions are on deposit and guaranteed for payment, and agreeing that said funds shall secure Contractor's performance and that all or any part shall be paid to County of Orange, or order upon demand by County. Both the surety and the form of the instrument(s) must be approved by County.

Regardless of the form in which Contractor elects to make said security deposit, all or a portion of the principal sum shall be available unconditionally to County, for correcting any default or breach of this Contract by Contractor, his successors or assigns, or for payment of expenses incurred by County as a result of the failure of Contractor, his successors or assigns, to faithfully perform all terms, covenants, and conditions of this Contract.

In the event that a surety revokes Contractor's security instrument or County withdraws any or all of the security deposit as provided herein, Contractor shall, within ten days of any withdrawal, replenish the security deposit to maintain it at amounts as herein required throughout the Contract term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Contract. The security deposit shall be rebated, reassigned, released, or endorsed by County to Contractor or order, as applicable, at the end of the Contract term, provided Contractor has fully and faithfully performed each and every term, covenant, and condition of this Contract.

49. **Signs:** Contractor agrees not to construct, maintain, or allow any sign upon County property except as approved by the County's Project Manager. Unapproved signs, banners, flags, etc., may be removed by County without prior notice to Contractor.

50. **Taxes and Assessments:** This Contract is an Internal Contract only and conveys no rights of



possession, tenancy, or other interest in or to the Parking Facilities. It is understood and agreed that all taxes and assessments (including but not limited to possessory interest taxes) which become due and payable upon the Parking Facilities or upon fixtures, equipment or other property installed or constructed thereon, shall be the responsibility of the County, and the County shall cause said taxes and assessments to be paid promptly.

Any notice of assessment or tax received by Contractor applicable to the Parking Facilities shall immediately be delivered to the County.

51. **Termination with Cause:** In addition to Article K and Article 28 herein and any other legal or equitable rights available to County hereunder, County shall have the right to immediately terminate and cancel this Contract in its entirety and all rights ensuing therefore if any one or more of the following events shall occur:

- a. Contractor shall fail duly and punctually to deposit the gross receipts and deliver the deposit receipt as provided in Attachment A, Section II(A)\_ (Collection and Deposit Of and Accounting for Gross Receipts) hereof, or to make any other payments required hereunder when due to County within two business days after written notice from County of such failure to comply.
- b. Failure of Contractor to maintain a quality of service satisfactory to County as required by Attachment A, Section II(E) (Responsibilities and Requirements of Contractor) hereof, after service of a five day notice to correct the unsatisfactory condition.
- c. The happening of any act which results in the suspension or revocation of the rights, power, licenses, permits and authorities necessary for the conduct and operation of the parking facilities as herein authorized.
- d. The transfer of the interest of Contractor under this Contract by operation of law, or otherwise, to any other person, firm or corporation.
- e. Any substantial change in the ownership or proprietorship of Contractor which, in the opinion of County, is not in the best interest of County or the public.
- f. Failure of Contractor to keep, perform and observe each and every other promise, covenant and condition as set forth in this Contract on its part to be kept, performed or observed within five days after receipt of written notice of default thereunder from County, except where fulfillment of Contractor's obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required for fulfillment within five days after receipt of such notice and continues such performance without interruption except for causes beyond its control.
- g. The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or as a direct consequence of such process will interfere with Contractor's occupation of the Parking Facilities and will interfere with its operations under this Contract, and which attachment, execution, receivership, or other process of such court is not vacated, dismissed, or set aside within a period of thirty days.

- h. Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other laws or statute of the United States, or of any state law, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.
- i. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of the creditors, or by any of the stockholders of Contractor seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under law or statute of the United States, or any state thereof.
- j. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed against Contractor and shall not be dismissed within thirty days after the filing thereof.
- k. By or pursuant to, or under authority of any legislative act, resolution or rule of any order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Contractor and such possession or control shall continue in effect for a period of thirty days.
- l. Cessation or deterioration of service for a period which, in the opinion of County, materially and adversely affects operation of the public service required to be performed by Contractor under this Contract.
- m. Any lien is filed against the Parking Facilities because of any act or omission of Contractor and is not removed within thirty days.
- n. Contractor shall voluntarily abandon, desert, vacate or discontinue its operations of the business herein authorized in the Parking Facilities.

Notwithstanding any of the foregoing provisions of this Article, County shall have the absolute right to immediately terminate and cancel this Contract and assume operation of the parking facilities within the Parking Facilities, either by itself or through another Contractor of its choice, in the event Parking Facilities should become closed by reason of Contractor's inability, for any reason whatsoever, to maintain in its employ personnel necessary to keep the parking facilities open for public patronage, including, but not limited to, delays caused by work stoppage. In the event that County shall so elect to terminate this Contract, then County may recover from Contractor:

- i. Any amount necessary to compensate County for all detriment proximately caused by Contractor's failure to perform its obligations under this Contract or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Parking Facilities, expenses of re-letting, including necessary repair, renovation and alteration of the Parking Facilities, reasonable attorneys' fees, expert witness costs, and any other reasonable costs;

- ii. Any other amount(s) which County may by law hereafter be permitted to recover from Contractor to compensate County for the detriment caused by Contractor's default.

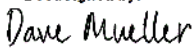
No delay or omission of County to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by Contractor hereunder. Acceptance by County of any sums hereunder due shall not be (i) a waiver of any preceding breach or default by Contractor of any provision thereof, other than the failure of Contractor to pay the particular sum accepted, regardless of County's knowledge of such preceding breach or default at the time of acceptance of such sum, or (ii) waiver of County's right to exercise any remedy available to County by virtue of such breach or default. No act or thing done by County during the term of this Contract shall be deemed an acceptance of a surrender of the Parking Facilities, and no Contract to accept surrender shall be valid unless in writing and signed by County.


52. **Time:** Time is of the essence of this Contract. Failure to comply with any time requirement of this Contract shall constitute a material breach of this Contract.
53. **Title to Improvements:** Title to all equipment and improvements shall remain with County. All signs and gate arms installed by Contractor shall, immediately upon installation, become the property of County. Contractor agrees no improvements shall be erected, placed upon, operated, nor maintained upon County property, in violation of the terms of this Contract, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.
54. **Use:** Contractor shall manage and operate the Parking Facilities as vehicular parking facilities for the use and convenience of patrons, guests, and other lawful users. Portions of the Parking Facilities may be designated by County for parking vehicles of persons employed by County or other designated organizations. All parking shall be subject to parking fees established by County. Contractor shall not use, or allow the Parking Facilities to be used, in whole or in part for any other purpose.
55. **Unlawful Use:** Contractor agrees no improvements shall be erected, placed upon, operated, nor maintained upon County property, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Contract, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.
56. **Subcontracting:** With the exception of an accounting firm and or Certified Public Accountant, no performance of this Contract or any portion thereof may be subcontracted by the Contractor.

County of Orange, OC Public Works  
Parking Concepts, Inc.

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

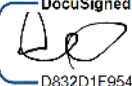
DocuSigned by:  <small>EBA06B117AF34CA...</small> Signature	, Inc.*  Dave Mueller	Vice President	10/26/2017				
<table border="0" style="width: 100%;"> <tr> <td style="width: 25%; text-align: center;">Name</td> <td style="width: 25%; text-align: center;">Title</td> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">Date</td> </tr> </table>				Name	Title		Date
Name	Title		Date				

DocuSigned by:  <small>A8D53378615649A...</small> Signature	Gill Barnett	Secretary	10/26/2017				
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Name	Title		Date				

**COUNTY OF ORANGE**, A political subdivision of the State of California  
**COUNTY AUTHORIZED SIGNATURE:**

Signature	Name	Title	Date
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**APPROVED AS TO FORM:**

County Cou  DocuSigned by:  
 By \_\_\_\_\_ D832D1F95454446... \_\_\_\_\_  
 Deputy

Date 10/26/2017

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A  
 SCOPE OF SERVICES**

**I. BACKGROUND**

The Contract will include parking management services for the following Parking Facilities located within the Orange County Civic Center Complex, the Manchester Avenue Complex, City of Fullerton and two lots in the City Westminster Civic (see attached location maps). All parking space counts noted are approximate. Current operating hours are shown below.

The Civic Center and Manchester Parking Complexes are busy facilities, operating 24/365, processing over 1.5 million individual public transactions annually and servicing nearly 10,000 keycards, many of which are used multiple times each business day.

Public visitor and employee parking demands require active management of available parking spaces in most facilities on a daily – hourly or even emergency - basis. Traffic directors are often necessary at the same time at different locations to maintain traffic flow and maximize utilization of parking spaces. The Parking Operator will be required to establish and maintain professional-grade communications, management and oversight equipment, procedures and systems to ensure their highest level of rapid response at all locations, sometimes at the same time.

**CIVIC CENTER COMPLEX, SANTA ANA:**

- a) **Appellate Court Parking Structure – P6** – a mix of keycard access and public parking with 302± spaces in a three story parking structure located within the Superblock Parking Lot; fully automated, featuring two Pay-On-Foot devices. A Parking Ambassador assists visitors operate Pay-On-Foot machines and oversees the fully automated entry and exit lanes which are also equipped with audio and video communication to the Stadium Office.
- b) **Civic Center Garage** – employee parking in the basement and on the roof of a structure, providing 552± spaces; fully automated and equipped with audio and video communication to the Stadium Office.
- c) **Courthouse Parking Structure – P3** - parking structure with 550± spaces; a mix of keycard and public parkers. This facility has two manned exit gates with varying schedules and an on-site office, which may be staffed at Contractor’s discretion.
- d) **Placeholder – P4** – new parking facilities to be constructed in conjunction with the Civic Center Master Plan Actual operating details to be determined as facility is completed and placed into operation Staffing and billable hours to be determined at that time.
- e) **Intake Release Center Lot** – employee surface lot with 400± spaces; keycard access fully automated with audio and video communication to the Stadium Office.
- f) **Lot 1** – employee surface lot with 36± spaces; keycard access fully automated with audio and video communication to the Stadium Office.
- g) **Lot 2** – employee surface lot with 72± spaces; keycard access fully automated with audio and video communication to the Stadium Office.
- h) **Lot 3** – employee surface lot with 34± spaces; hangtag identification.

- i) **Old Courthouse Lot – P5** – metered public parking surface lot with 25± spaces; no gate controls, no on-site staff. City of Santa Ana collects revenue and deposits funds into a County Parking Account.
- i) **Stadium Structure – P1** - parking structure with 2,050± spaces; a mix of Juror, keycard and public parkers, and hosts special event parking for Eddie West Stadium events. This facility has one manned and five automated exit gates. Contractor’s main administrative parking office is located in this facility; it must be staffed at all times for customer assistance. 24/365 audio and video communication is installed at this facility to remotely manage all other Santa Ana Civic Center area facilities. Mobile Parking Ambassadors - Cashiers are often required at this location during peak hours and for special event management.
- j) **Superblock Lot – P2** – public surface lot with 702± spaces; a mix of keycard access and public parkers. This facility has one automated entry lane, a two-way automated and manned entry↔exit lane and two exit-only lanes, and three cashier booths manned on varying schedules.
- k) **Twin Towers Structure – P7** - parking structure with approximately 1,157± spaces; a mix of keycard access and public parkers, two 2-way automated entry↔exit lanes, one manned exit gate and an on-site office, which may be staffed by Contractor at his discretion.
- l) **Transit Towers – P8** – parking structure with approximately 456± spaces, a ground level for public parking and an upper level ‘nest’ for keycard access only. One cashier booth is manned during normal operating hours which may be extended on an emergency basis to accommodate meeting schedules that may extend into evening hours
- m) **Civic Center Area** – Parking Ambassadors are deployed as needed throughout Civic Center area parking facilities to assist with automated equipment, crowd and traffic control, and special event management.
- n) **County’s Project Manager Customer Service Representative** – Upon request by County’s Project Manager - staffed by up to two 40-hour weekly Supervisory level personnel responding to day-to-day County’s Project Manager Database (PAD) service requests, maintaining the County’s Project Manager Validation Follow Up Ticket and Keycard Accounts, providing keycard file maintenance activities, establishing and monitoring Validation Follow-Up Ticket and Keycard Accounts, assisting with the documentation necessary to produce monthly keycard account billings, maintaining Customer Service Log (including equipment and maintenance requests), document Daily Master Reports tracking keycard, ticket and vehicle inventory data and responding in a cordial manner to customer email, personal or telephone complaints, information and service requests.
- o) **County’s Project Manager Special Projects Consultant** – Upon request by County’s Project Manager – from time to time, furnish and provide Parking Consultant personnel approved by County’s Project Manager for the purpose of conducting parking equipment evaluations, parking studies, parking operational evaluations, consulting services for the benefit of County’s Project Manager for durations and fees as approved by County’s Project Manager.

**MANCHESTER AVENUE COMPLEX, ORANGE:**

- p) **Manchester Visitor Parking Structure (North)** - parking structure with 957± spaces and 70± spaces of adjacent surface parking. Levels one through three are public parking, levels four and five (400± spaces) are monthly keycard restricted access. The facility has two

manned exit lanes, a two-way entry↔exit lane and two automated exits. A Contractor's Parking Office is located in this facility which must be staffed 24/365 for customer assistance. Audio and video communication to all entry and exit lanes is housed in this Office.

- q) **Manchester Employee Parking Structure (South)** - parking structure with 1058± spaces and 50± spaces of adjacent surface parking; keycard access only - fully automated with audio and video communication to the Manchester Office. There are two entry lanes, two entry↔exit lanes and two exit lanes.
- r) **Fullerton Triangle** - surface parking with 100± spaces located adjacent to the North Justice Center Complex in Fullerton, CA

**WESTMINSTER CIVIC CENTER, WESTMINSTER:**

- s) **County Lot 1 (Triangle)** – surface parking lot with 244± spaces, 149 of which are designated 'Court-Reserved' during 'Peak Hours' (the period from 7:00AM – 3:00 p.m. weekdays).
- t) **County Lot 2 (Rectangle)** – surface parking lot with 227± spaces, 100% of which are designated 'Court-Reserved' during Peak Hours. County provides Parking Ambassador service for this lot during Peak Hours. Court notifies County of the number of expected Jurors for the next Peak Hours day, County blocks off sufficient space to accommodate Juror demand, allowing Court employees to park in the remainder of the Lot. After Juror demand is satisfied, the remainder of the lot is opened for more Court employee parking. Valet parking is frequently required in this lot to satisfy Juror and Court parking demands.
- u) **Fullerton and Westminster Special Note:** - County is currently discussing potential future revisions to the method of managing Westminster County Lots 1 and 2. Therefore, County expressly reserves the unqualified right to terminate Contractor's involvement in these two Lots with not more than 30 days advance notice, measured from the notice date, irrespective of any billing period. Any such termination will be issued by County's Project Manager and will only affect location and hours, the remainder of the contract will remain unmodified.

The parking facilities consist of the following locations containing approximately the following number of parking spaces:

Lot name	Description – controlled by SKIDATA parking access revenue control equipment (SKIDATA) unless otherwise noted
LOT 1 – SKIDATA - Assigned Employee Parking Only	38 Space Surface Lot (no known street address), Located on Civic Center Drive; East of Broadway, North of Building 12
LOT 2 - SKIDATA - Assigned Employee Parking Only (AKA: “THE PIT”)	72 Space Surface Lot (no known street address), Located behind Building 14; adjacent to Building 12, Across from County Garage
LOT 3	34 Space Surface Lot (no known street address), Located adjacent to and in front of County Garage
CIVIC CENTER GARAGE - SKIDATA - Assigned Employee Parking Only (AKA: COUNTY GARAGE)	Parking Structure Basement = 248; Roof = 302; Total = 550 (Employee parking in Basement/Roof levels ONLY) Address: 445 Civic Center Drive West, Santa Ana, CA 92703
COURTHOUSE (P3) SKIDATA - (AKA: LIBRARY)	539 Space Parking Structure Address: 690 W. Civic Center, Santa Ana, CA 92703
HISTORIC COURTHOUSE (P5) Metered Location	25 Space Surface Lot (no known street address) Civic Center Dr @ Broadway, Entrance from Civic Center Dr. Santa Ana, CA 92703
HOA PAY LOT (P4) SKIDATA -	Placeholder for new parking facilities to be constructed in conjunction with the Civic Center Master Plan. <b>Bid ZERO hours for this site</b> but be aware that it may require typical services upon being placed in operation at a future date within the term of this contract NE Corner of Santa Ana Blvd @ Ross Street, Located beneath New Building 16, Santa Ana Blvd & Ross Streets, West of Building 10, Enter on Ross
IRC – SKIDATA - Employee Parking Only	400 Surface Lot (no known street address), Entrance/Exit on 6 <sup>th</sup> Street / Entrance/Exit on Shelton, No Public Parking
MANCHESTER SKIDATA -	Two Parking Structures Address: 313 The City Drive (Visitor) 962 Spaces 343 The City Drive (Employee) 1,053 Spaces Orange, CA 92668
STADIUM (P1) SKIDATA -	1,977 Space Parking Structure Address: 1020 Civic Center Drive, Santa Ana, CA 92703
SUPER BLOCK (P2 Flower Entry) SKIDATA -	565 Space Surface Lot (no known street address) Surrounded by S.A. City Hall #20; State Building #28; Federal Building #34; O.C. Law Library #32 and the Central Utility Plant #38
APPELLATE COURT PARKING STRUCTURE #19 (P6 Parton Entry) SKIDATA -	Entrance/Exit at West 6 <sup>th</sup> Street/ North Flower Street 293 Space Entrance/Exit at Parton Street/ Santa Ana Boulevard 601 W Santa Ana Blvd, Santa Ana, CA 92703
TWIN TOWERS (P7) SKIDATA -	1,119 Space Parking Structure. Address: 1002 Santa Ana Boulevard, Santa Ana, CA



Lot name	Description – controlled by SKIDATA parking access revenue control equipment (SKIDATA) unless otherwise noted
	92703
TRANSIT TOWERS (P8) – AMANO - (FUTURE SKIDATA)	456 Space Parking Structure 301 W. 5 <sup>th</sup> Street, Santa Ana, CA 92703
FULLERTON TRIANGLE	100 Space Surface Lot Adjacent to North Justice Center, 1275 N. Berkley Ave., Fullerton, CA 92832
WESTMINSTER LOT 1	244 Space Surface Lot (Triangle) located at SE Corner of All American Way and 13 <sup>th</sup> Street, Westminster, CA. 149 spaces color-code reserved for Court employee parking during 7:00 AM – 3:00 p.m. Peak Hours
WESTMINSTER LOT 2	227 Space Surface Lot (Rectangle) located on south side of 13 <sup>th</sup> Street, Westminster, CA south of West Court Building, all spaces reserved for Juror Parking, overflow to Court employees, during Peak Hours.

Several millions of dollars, a combination of credit/debit card and cash transactions will be collected, processed and otherwise handled by Contractor. The County closely monitors Contractor's financial controls and procedures to ensure against mishandling or theft of public funds. It is anticipated that Contractor, as an established professional parking management firm, will provide the optimum in fiscal responsibility.

Detailed records must be maintained with direct supervision and certification of a Certified Public Accountant. Likewise, timely deposits, daily and other periodic reports are to be made and schedules adhered to. The County expects the best professional and responsible service attainable.

The Civic Center and Manchester Parking Complexes are busy facilities, operating 24/365, processing over 1.5 million transactions per individual public transactions annually and servicing nearly 10,000 keycards, many of which are used multiple times each business day.

Public visitor and employee parking demands require active management of available parking spaces in most facilities on a daily – or hourly - basis. Traffic directors are often necessary at the Courthouse, Hall of Administration, Manchester, Stadium and Superblock facilities to maintain traffic flow and maximize utilization of parking spaces.

## II. SCOPE OF WORK

Contractor shall provide all services materials, supplies, labor, equipment and travel as required, in connection with the work described herein:

### A. Collection and Deposit of and Accounting for Gross Receipts

1. **Collection and Deposit-** Accurate daily gross receipts reports and back up documentation required of and verified by Contractor shall be delivered to OCPW Accounting, County of Orange, 300 N. Flower Street, Eighth Floor, Santa Ana, California 92703-5000. All gross receipts derived from Contractor's operations on or from the Parking Facilities are the property of County at all times during the term of this Contract and shall be collected, deposited, and accounted for by Contractor as provided herein. County shall provide armored transport pick up for gross receipts deposits. Contractor shall prepare the daily gross receipts for pick-up the next business day by County's contracted armored transport service. Contractor shall deliver a copy of the deposit slip(s) representing the previous

day's gross receipts to OCPW Accounting each business day not later than 11:00 a.m.

2. **Accounting-** Concurrently with the delivery of daily deposit receipts, Contractor shall file with OCPW Accounting reports of gross receipts for each parking facility operated. The form and content of said reports shall be as approved by OCPW Accounting.
3. **Place of Delivery and Filing-** Daily gross receipts reports and back-up documentation required of Contractor shall be delivered to OCPW Accounting, County of Orange, 300 N. Flower Street, Eighth Floor, Santa Ana, California 92703-5000. The designated place of delivery and filing may be changed at any time by County upon ten days written notice to Contractor.

### B. Hours of Operation

1. In order to meet demands for public parking in the Parking Facilities, Contractor shall staff and operate the Parking Facilities as scheduled by County's Project Manager. Holiday hours will be pre-scheduled by County's Project Manager in conjunction with Contractor. Parking Facility hours of operation will be established by County's Project Manager and may be changed by written notice to Contractor. The number of employee hours to be worked shall be scheduled by Contractor with the written approval of County's Project Manager. In the event of disagreement between Contractor and County's Project Manager as to the number of exit gates to be operated, and as to hours of operation, the decision of County's Project Manager shall be final.

Some Parking Facilities may be closed on holidays observed by the County of Orange and major parking facility users. The current schedule of operating hours per gate per parking facility is as follows:

Parking Facility	Lane	Gate Hours
Civic Center Garage	Keycard Only	24/365 Keycard Only
Courthouse Parking Structure (P3)	Exit Lane 25	5:30AM - 12:30AM; Monday - Friday
	Exit Lane 26	9:30AM - 6:00pm; 7 days a week
Appellate Court Parking (P6)	Exit Lane 35	Automated Exit, Ambassador as Needed
	Exit Lane 36	Automated Exit, Ambassador as Needed
Old Courthouse (P5)	Metered Only	Coin and Credit Card
Employee Lot 1	Keycard Only	24/365 Keycard Only
Employee Lot 2	Keycard Only	24/365 Keycard Only

County of Orange, OC Public Works  
Parking Concepts, Inc.

Attachment A  
MA-080-18010784

Parking Facility	Lane	Gate Hours
Employee Lot 3	Hang Tag Only	24/365 Hang Tag Only
Placeholder (P4)	Exit Lane 24	24/365 Keycard Only
Intake Release Center	Exit Lane 17	24/365 Keycard Only
Two-Way	Exit Lane 18	24/365 Keycard Only
	Exit Lane 22	24/365 Keycard Only
Stadium Parking Structure	Exit Lane 1	24/365; Always staffed
Stadium Parking Structure	Exit Lane 2	24/365 Credit Card Keycard (1)
Stadium Parking Structure	Exit Lane 3	24/365 Credit Card Keycard (1)
Stadium Parking Structure	Exit Lane 7	24/365 Credit Card Keycard (1)
Stadium Parking Structure	Exit Lane 8	24/365 Credit Card Keycard (1)
Stadium Parking Structure	Exit Lane 9	24/365 Credit Card Keycard (1)
Superblock	Exit Lane 32	8:00AM - 6:00pm; Monday - Friday
	Exit Lane 31	6:30AM - 11:30pm; Monday - Friday
Two-Way	Exit Lane 30	9:00AM - 5:30PM; Monday - Friday
Santa Ana Blvd Exit	Exit Lane 35	8:00AM - 4:30pm + 24/365 Automated (1)
“	Exit Lane 36	8:00AM - 4:30pm + 24/365 Automated (1)
Twin Towers (P7)	Exit Lane 1	6:00AM - 8:00pm; Monday - Friday
Two-Way	Exit Lane 2	24/365 Credit Card Keycard (1)
	Exit Lane 7	24/365 Credit Card Keycard (1)
	Exit Lane 8	24/365 Credit Card Keycard (1)
Transit Towers (P8)	Exit Lane 39	7:00AM - 7:00pm; Monday - Friday
	Exit Lane 41	
	Exit Lane 40	
	Exit Lane 42	
	Exit Lane 43	
	Exit Lane 44	
Manchester Visitor (North)	Exit Lane 1	24/365; Always staffed
	Exit Lane 2	24/365 Credit Card Keycard (1)
	Exit Lane 4	8:00AM - 8:00pm; Monday - Friday
	Exit Lane 5	24/365 Credit Card Keycard (1)
Nest	Exit Lane 16	24/365 Keycard Only
Manchester Employee (South)	Exit Lane 10	24/365 Keycard Only
Two-Way	Exit Lane 9	24/365 Keycard Only
Two-Way	Exit Lane 13	24/365 Keycard Only
	Exit Lane 14	24/365 Keycard Only
Fullerton	Uncontrolled	

Parking Facility	Lane	Gate Hours
Westminster Lot 1	Uncontrolled	7:00AM - 3:00pm; Monday - Friday
Westminster Lot 2	Uncontrolled	7:00AM - 3:00pm; Monday - Friday
(1) Utilize Parking Ambassadors and/or Roving Cashiers As Needed Weekdays & Special Events		
<b>Note: All Civic Center Area Lanes are audio connected, video monitored 24/365 from Stadium Parking Office. All Manchester Lanes are audio connected, video monitored 24/365 from Manchester Parking Office.</b>		
The Stadium Garage also provides parking for special events at Eddie West Stadium. Hours of operation for each event will be scheduled by Contractor and approved in advance by County's Project Manager. Contractor will be compensated for each attendant hour worked at the exit gate hour rate set forth in Attachment B Contractor Pricing.		

### C. Maintenance Obligations of Contractor

1. Contractor expressly agrees to maintain the Parking Facilities in a safe, clean, sanitary condition, to the complete satisfaction of County's Project Manager, and in compliance with all applicable laws. All routine maintenance shall be conducted by Contractor in accordance with Exhibit III (Maintenance Schedule) attached hereto and made a part hereof. Contractor is responsible for routine daily maintenance of the Parking Facilities and immediately adjacent grounds, including, but not limited to:
  - a. Keeping the Parking Facilities, including stairwells, free and clear of rubbish, litter, and animal or human waste; if animal and/or human waste are present, Contractor shall clean and sanitize the affected area as needed
  - b. Providing janitorial services to the employee restrooms, including servicing clogged plumbing and cleaning floors and fixtures.
  - c. Maintenance of the Pay Station Kiosks, Pay Stations, Attendant Booths, Parking Manager Offices and Storage Areas to assure a clean and neat appearance. Remote Work Stations and Fee Computers shall be hand dusted daily.
  - d. Elevator cleaning including elevator lobby area.
  - e. Checking ceiling-mounted signage for loose connections or damage.
  - f. Checking illuminated signs for damage and necessary bulb replacement – Reporting any broken lenses to County's Project Manager.
  - g. Checking parking and revenue control equipment for proper operation.
  - h. Removal of graffiti from buildings and walls in not less than 24 hours after discovery. Method(s) used to remove graffiti shall be approved by County's Project Manager.
  - i. Removal of human waste within 1 hour after discovery. Method(s) used to remove waste shall be approved by the County's Project Manager.

2. Contractor will provide, and replace as needed, containers for trash and garbage as approved by County's Project Manager and provide labor for daily removal of trash and garbage from Parking Facilities and immediately adjacent areas.
3. Contractor is responsible for weekly scheduled machine sweeping in each parking structure and parking lot, and semi-annual steam cleaning in each parking structure and parking lot. Any areas not accessible to machine sweeping and/or steam cleaning shall be swept and/or steam cleaned by hand prior to the mechanical sweeping and/or steam cleaning process. The first steam cleaning shall be completed no later than June 30, 2018, and every six months thereafter.
4. Contractor will remove excessive accumulations of grease or oil on parking surfaces on a weekly basis. Any grease or oil spill that constitutes a hazard shall be removed immediately.
5. Contractor will maintain adequate portable fire extinguishers, charged and ready for use, in accordance with governing fire regulations and ordinances throughout all Parking Facilities.
6. Contractor will keep and maintain, to the satisfaction of County's Project Manager, all signs and graphics in a clean and legible condition free from graffiti. Any replacement of signs or additional signs shall be provided by Contractor at Contractor's expense and shall be of the same quality material, letter style, design and color as other similar signs within the facility. All signs placed by Contractor in the parking facilities, attendant booths, or Parking Manager's office must have the prior approval of County's Project Manager.
7. Contractor will keep all glass surfaces in and around attendant booths, Parking Manager's office, stairwells and elevators clean.
8. Contractor will keep all parking control equipment, including housings, clean and well maintained as recommended by service manuals.
9. Contractor is responsible for maintaining all painted surfaces on parking equipment, pay station kiosks, pay stations, attendant booths, posts, curbs and islands. Painting shall be provided in a professional manner including but not limited to surface preparation and priming as needed. Paint colors must be approved by County's Project Manager.
10. Contractor will keep and maintain in good repair, replacing as needed, all tire bumpers, site striping and fire extinguishers (including replacement of fire extinguishers).

If Contractor fails to maintain or make repairs or replacements as required herein, County's Project Manager shall notify Contractor in writing of said failure. Should Contractor fail to correct the situation within three days after receipt of written notice, County's Project Manager may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to twenty five percent (25%) of the sum of such items, shall be paid by Contractor by means of a deduction from monthly compensation next due Contractor.

#### **D. Maintenance Obligations of County**

1. County is responsible for the following:
  - a. Repair or replacement of parking control equipment except when such repair or replacement is required because of the negligence or willful act of Contractor or of Contractor's officers, agents, employees, or representatives; and scheduled preventative maintenance of parking control equipment except as provided in paragraph h. of Maintenance Obligations of Contractor above.
  - b. Landscape and sprinkler system maintenance.
  - c. Inspections, mechanical maintenance, and repair of elevators, and emergency generators.
  - d. Audio and video monitoring equipment, except equipment installed by Contractor at Contractor's own cost and expense.
  - e. Maintaining all parking surfaces in good condition and repair.
  - f. Keeping and maintaining in good repair all light fixtures (including light bulb replacement) and fire sprinkler systems.
  - g. County shall be responsible for any major plumbing or electrical repair except when such repair is required as a result of the negligence or willful act of Contractor or Contractor's officers, agents, employees, or representatives.
2. Parking Rates- Parking rates are determined by County's Project Manager with input from Contractor and others; and final approvable by the Orange County Board of Supervisors. Contractor implements parking rate adjustments; including replacement of all parking rate signs in accordance with Maintenance Obligations of Contractor, and for any required public notice of new parking rates and their effective date. Any required public notice shall be given by posting notices conspicuously at each entrance and exit to Parking Facilities for a minimum of ten business days before the date the adjustment becomes effective.

Parking rates shall at all times be conspicuously posted by Contractor at each entrance and exit to Parking Facilities on clearly legible signs of a type, character and location approved by County's Project Manager.

For new Contractors only: new parking rate signs must be installed by Contractor within one month of the beginning date of this Contract. New signs must be compatible with existing signs at the facility and be approved by County's Project Manager.

3. Validated Parking - Validated parking may be permitted as authorized by County. Those agencies authorized to validate parking tickets will be billed for their respective validations by OCPW Accounting. Contractor shall make no arrangements for validation without prior written authorization by County's Project Manager.
4. Monthly Parking Permits - Contractor shall issue permits and collect monthly fees at the Parking Manager's office at the Parking Facilities. Monthly parking rates shall be established by County's Project Manager. Contractor is responsible for

monitoring monthly permit payments and for blocking from further use all un-renewed or un-paid permits on the first business day of each month.

5. Free Parking - There is no free parking. However, the following vehicles may be processed on pre-authorized rate-computer control keys:
  - a. One space per cashier booth or pay station in each facility to accommodate Contractor's employees.
  - b. County of Orange and City of Santa Ana and/or their Contractor's vehicles as listed on County's Project Manager's Courtesy No Charge Entry - No Charge Parking schedule, provided and updated as needed.
  - c. Jury parking in specific locations as determined by County's Project Manager.
  - d. As otherwise authorized in writing by County's Project Manager.

#### **E. Responsibilities and Requirements of Contractor**

1. Contractor shall, in the manner and method of operating the Parking Facilities, assure the highest degree and standards of courtesy, politeness, conduct, and demeanor on the part of its officers, agents, employees, and representatives and, shall at all times during the term of this Contract, comply fully with the following conditions and requirements:
  - a. Collection of Fees - Contractor will charge and collect from all persons utilizing the Parking Facilities the fees or charges therefore established by County.
  - b. Courteous Behavior - Contractor will always conduct its operations in a manner so as to not annoy, disturb, or be offensive to customers, patrons, or other users of the Parking Facilities.
  - c. English Proficiency - Contractor will select personnel that have the proven ability to read signs, labels, work schedules and simple instructions in English; understand and follow oral directions in English; write simple messages in English and speak English sufficiently to communicate clearly with the public.
  - d. Parking Manager - Contractor will appoint a Parking Manager whose responsibility shall be overall supervision of the Parking Facilities. Such person must be a highly qualified, experienced, and successful Parking Facilities Manager, vested with full power and authority with respect to the method and manner of operating the Parking Facilities, subject to this Contract. The Parking Manager shall be present on-site a minimum of eight hours per day between the hours of 7:00 am and 6:00 p.m. The Parking Manager shall maintain an office on-site and shall be available upon 15 minutes' notice during regular business hours. Whenever absent from Parking Facilities, the Parking Manager shall appoint a Shift Supervisor shall be in charge of parking operations; available at such on-site location, and shall notify County's Project Manager of such.

- e. Conduct of Employees - Contractor will control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Cashiers, Shift Supervisors and all other public-facing employees, while on duty, shall wear uniforms with clearly visible and readable name tags which shall be maintained in a neat and clean condition in order to present a professional appearance at all times. Uniforms and nametags shall be pre-approved by County's Project Manager. All of Contractor's personnel shall be trained by Contractor to render a high degree of courteous and efficient service; it is the responsibility of Contractor to maintain close supervision over such personnel to assure a high standard of service to all Parking Facilities patrons. Upon County's Project Manager's objection to the conduct, demeanor, or appearance of any such personnel, Contractor shall immediately take all steps necessary to correct the conduct, demeanor, or appearance which is the cause of the objection. Failing that, Contractor shall promptly remove and replace problem personnel.
- f. Employee Honesty - Contractor will take every precaution to protect the County's revenue, and to ensure that all sums due and owing the County from Parking Facilities patrons are properly assessed, collected, accounted for, and deposited into a depository selected and approved by the County's Treasurer-Tax Collector. Contractor shall not knowingly employ or keep in its employ for purposes of conducting operations under this Contract any individual who has been convicted in a court of competent jurisdiction of theft or misappropriating funds.
- g. Monthly Parking Permits - In addition to monthly permit fees, Contractor will collect a non-refundable \$25 administrative fee for the establishment of each new monthly account. Records for the administrative fee shall be maintained for twelve months after the account has been closed. Should the cardholder return with his/her previously assigned keycard within that twelve - month period, no additional administrative fee shall be charged. Contractor will collect a \$15 replacement fee for replacement of each lost card keycard and report all such administrative and replacement card keycard fees separately on the daily reports, in other records and accounts, and shall include the fees collected in the daily receipts.
- h. Unauthorized Activities - Contractor shall not engage in, nor permit any of its officers, agents, employees, or representatives to engage in the sale of supplies, products, or services of any kind, except those authorized by this Contract, at retail or wholesale, on or from any Parking Facilities, nor install, maintain or operate or permit the installation, maintenance or operation on the Parking Facilities of any vending machine or device designed to dispense or sell food beverages, tobacco products or merchandise of any kind whether or not included in the foregoing categories.
- i. Daily Safety Inspection - Contractor shall inspect the parking lots described in this Contract on a daily basis to determine if any inherently or potentially dangerous conditions or defects exist, all inspections will include, but are not be limited to, the following: abnormal accumulations of grease or oil on the pavement, pot holes, dangerous grade changes, broken glass, protruding rebar, broken tire guards, protruding pipes, leaking gas tanks, broken or burned out lighting fixtures, conditions likely to cause a pedestrian to trip or



fall, hazards to tires, and other unsafe conditions. The results of each daily inspection shall be recorded in a written Safety Report; maintained by Contractor who shall notify County's Project Manager immediately of any hazardous conditions or defects. Weekly written Safety Reports shall be submitted to County's Project Manager.

Should Contractor default in the performance of any Responsibility or Requirement contained in this article, and such default is not corrected within twenty-four (24) hours after Contractor receives written notice from County, County may impose a penalty of Two Hundred Fifty Dollars (\$250) per day for each day Contractor remains in default, or County may terminate this Contract and take over possession and operation of the parking facilities in accordance with the Termination provisions contained herein.

#### **F. Supplies**

1. Contractor shall, at Contractor's sole cost and expense, provide:
  - a. All necessary equipment and supplies required of Contractor not specifically provided by County which are necessary for efficient operation of the Parking Facilities, including but not limited to parking ticket stock and keycards (both being subject to reimbursement as provided in paragraph B below). Parking ticket stock shall be compatible with County-provided parking equipment.
  - b. Maintenance and utility vehicles necessary to quickly respond to Customer Service needs at parking facility locations on a 24/7 basis, office furniture, office supplies and equipment necessary for the Parking Manager's office to provide an on-site business office to support daily operations, including, but not limited to automatic coin counting equipment, telephones, calculators, computers, copiers, printers;.
  - c. Mobile communication, such as cell phones, walkie-talkies, text messaging, email, etc. to permit efficient constant contact between County's Project Manager and Contractor's employees.
  - d. Cleaning/janitorial supplies, paint necessary for the maintenance of the parking facilities and employee restrooms, including restroom expendables, e.g., toilet paper, paper towels, seat covers, and hand soap.
2. County shall reimburse Contractor for the following:
  - a. All keycards for monthly parkers upon submittal to the County of supplier invoices (County reserves the right to purchase these items directly from vendors).
  - b. All parking ticket stock upon submittal to the County of paid ticket supplier invoices (County reserves the right to purchase these items directly from vendors).
  - c. Provide and pay for electrical and water service to the Parking Facilities.

- d. All Sharps Containers, disinfectants, blood removal supplies, trash receptacles (including dumpsters) and related cleaning supplies and equipment as may be approved in advance by County used in conjunction with Contractor's performance of the duties outlined in Exhibit II. Contractor shall use its best efforts to use reputable vendors sourcing such items in good faith for the benefit of County.
  
- e. All consumable parking access and revenue control equipment items, including but not limited to print heads, cleaning kits, break-away bolts, gate arms and related items not covered by other preventative maintenance contracts as may be approved in advance by county used in conjunction with Contractor's performance of the duties outlined in Exhibit II. Each such item shall be supported by supplier's bid and pre-approved by County in each instance.

**ATTACHMENT B  
CONTRACTOR'S PRICING**

- I. COMPENSATION:** This is a usage Contract between the County and Contractor for Management & Operation of Multi-Facility Parking Complexes, as set forth in Attachment A, "Scope of Work". No guarantee is given by the County to the Contractor regarding the extent of the usage of this Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance requirements and taxes required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the hourly rates specified herein unless authorized by amendment in accordance with Articles C. and P. of the County Contract Terms and Conditions.**

- II. FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract; partial payment may be allowed at the County's Project Manager's discretion.

Contractor shall receive no other compensation unless otherwise provided for in this Contract. The employee-hour fee(s) set forth above includes all compensation to Contractor for operating the Parking Facilities including the costs detailed in Attachment A, Scope of Work.

**A. Hourly Rates and Classifications/Titles**

Category	Hourly Rate	
Cashier	\$22.40	Per employee-hour worked
Clerk	\$22.40	Per employee-hour worked
Customer Service Worker	\$22.40	Per employee-hour worked
Maintenance Worker	\$22.40	Per employee-hour worked
Parking Ambassador	\$22.40	Per employee-hour worked
Shift Supervisor	\$25.20	Per employee-hour worked
Traffic Director	\$22.40	Per employee-hour worked
Facility Manager	\$29.20	Per employee-hour worked
Area Manager	\$33.30	Per employee-hour worked
Contract Manager	No Charge	Per employee-hour worked

**B. Expenses:**

1. *Provide a good-faith detailed estimate of your projected annual operating expenses, including salaries and hourly wages (by employee classification) paid to employees, which you propose during the entire five-year term (if annually renewed) of the Contract:*
2. *Provide your detailed breakdown of total estimated annual expenses associated with the maintenance, janitorial, graffiti removal, sweeping and steam cleaning required to maintain a high level of cleanliness and maintenance:*
3. *Total Annual Estimated Expenses:*      \$ 3,700,000.00

**C. Total Contract Amount** \$ 11,100,000

**D. Maintenance, Janitorial, Graffiti Removal, Sweeping and Steam Cleaning Expenses:** Provide your detailed breakdown of total estimated annual expenses associated with the maintenance, janitorial, abandoned property, prompt graffiti and waste removal (including human waste), sweeping and steam cleaning required to maintain a consistent high level of cleanliness and maintenance.

**Total Annual Estimated Expenses:** \$ 247,229

Facilities are to be operated in accordance with a schedule established by County’s Project Manager. Contractor shall operate ("Schedule") neither more nor fewer employee-hours than those contained in the established schedule without prior written approval by County’s Project Manager. If Contractor operates fewer than the hours scheduled without such prior approval, this shall be a material breach of this Contract and a penalty in the amount of the then current primary employee-hour fee will be charged to Contractor for each scheduled employee-hour not worked. This penalty will be deducted from the monthly compensation due Contractor per the following example:

<b>Example</b>	
Scheduled hours	252 hours
Hours actually worked	250 hours
Nominal Compensation	\$ xxxx (250 hours x employee-hour fee)
Less: Penalty for hours not worked	\$ - xx (2 hours x employee-hour fee)
Equals compensation due	\$ xxxx

If Contractor operates more than the hours scheduled without such prior written approval, no compensation shall be paid for excess hours of operation. However, all parking fees collected during such excess hours of operation shall be accounted for by Contractor, shall be included with daily deposits, and shall be paid to County.

Failure of Contractor to operate the facilities as scheduled without approval by County’s Project Manager shall be a material breach of this Contract which, in addition to the above penalties, may be cause for immediate termination of this Contract.

- III. PRICE INCREASES/DECREASES:** Price increases are per Article 31. All price decreases will automatically be extended to the County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable

invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

**VII. REQUEST FOR COMPENSATION:** On or before the 20th day of each calendar month during the term of this Contract, (except that the billing for the month of June annually shall be due on or before the 10<sup>th</sup> of July) Contractor shall submit a monthly invoice, to County's Project Manager. Said invoice shall include:

- a. A written statement of gross receipts from each Parking Facility during the calendar month preceding submission of such statement.
- b. Contractor's certified statement of employee-hours worked by category and by facility.
- c. A calculation of the compensation due and payable to Contractor for the preceding calendar month.
- d. The number of monthly employee keycards issued by departments that are to be billed by County, and a computer-generated report, by department, verifying all active billable keycards for the preceding month.
- e. Place of Delivery and Filing - Monthly invoices required by this article must be delivered to County's Project Manager, County of Orange, 300 N. Flower Street, Santa Ana, California 92703-5000. The designated place of delivery and filing may be changed at any time by County's Project Manager upon ten days written notice to Contractor.
- f. Compensation Schedule - Compensation due Contractor under this Article shall be paid no later than 30 working days after receipt by OC Public Works Accounting of acceptable invoices. If additional substantiation of charges is requested of Contractor by County's Project Manager or OC Public Works Accounting, it shall be provided before payment is made.
- g. Deductions from Compensation - Any delinquency charges and/or penalties assessed by the County will be deducted from the monthly compensation. County shall also deduct from any compensation due Contractor the amount of checks received from parking patrons that are not honored by the bank for reasons including, but not limited to, insufficient funds and closed accounts. County shall also deduct from any compensation due Contractor the amount of uncollectible cash or credit card charges.

**VIII. INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from (a), above
- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number

- f. Service Date(s); Service Period(s)
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Parking Administration  
Attn: Accounts Payable  
300 N. Flower St., 6th Floor  
Santa Ana, CA 92703

**ATTACHMENT C  
 STAFFING PLAN**

**1. KEY PERSONNEL TO PERFORM CONTRACT DUTIES:**

<b>Name</b>	<b>Classification /Designation</b>	<b>Licenses/Certifications (Include license/ certification number)</b>	<b>Years of Experience</b>	<b>Length of Time with Firm</b>
Jim Mecham	Contract Manager	Certified/Level 1 Review for Citations WPD	36	26
Art Ayvazian	Area Manager	None related to parking	7	7
Alex Peralta	Facility Manager	None related to parking	19	19
Munshet Gizaw	Administrative Assistant (Clerk)	None related to parking	22	19
Alma Banda	Supervisor/ Money Counter	None related to parking	9	9
Olga Rubalcava	Intercom Clerk	None related to parking	4	4
Sergio Alfaro	Supervisor – Superblock Lot	None related to parking	4	4
Patricia Marquez	Office Clerk – Civic Center	None related to parking	10	10
Rosa Gomez	Recruiter/Trainer	None related to parking	9	9
Richard Raskin	Director of Quality Consultant	None related to parking	26	9

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

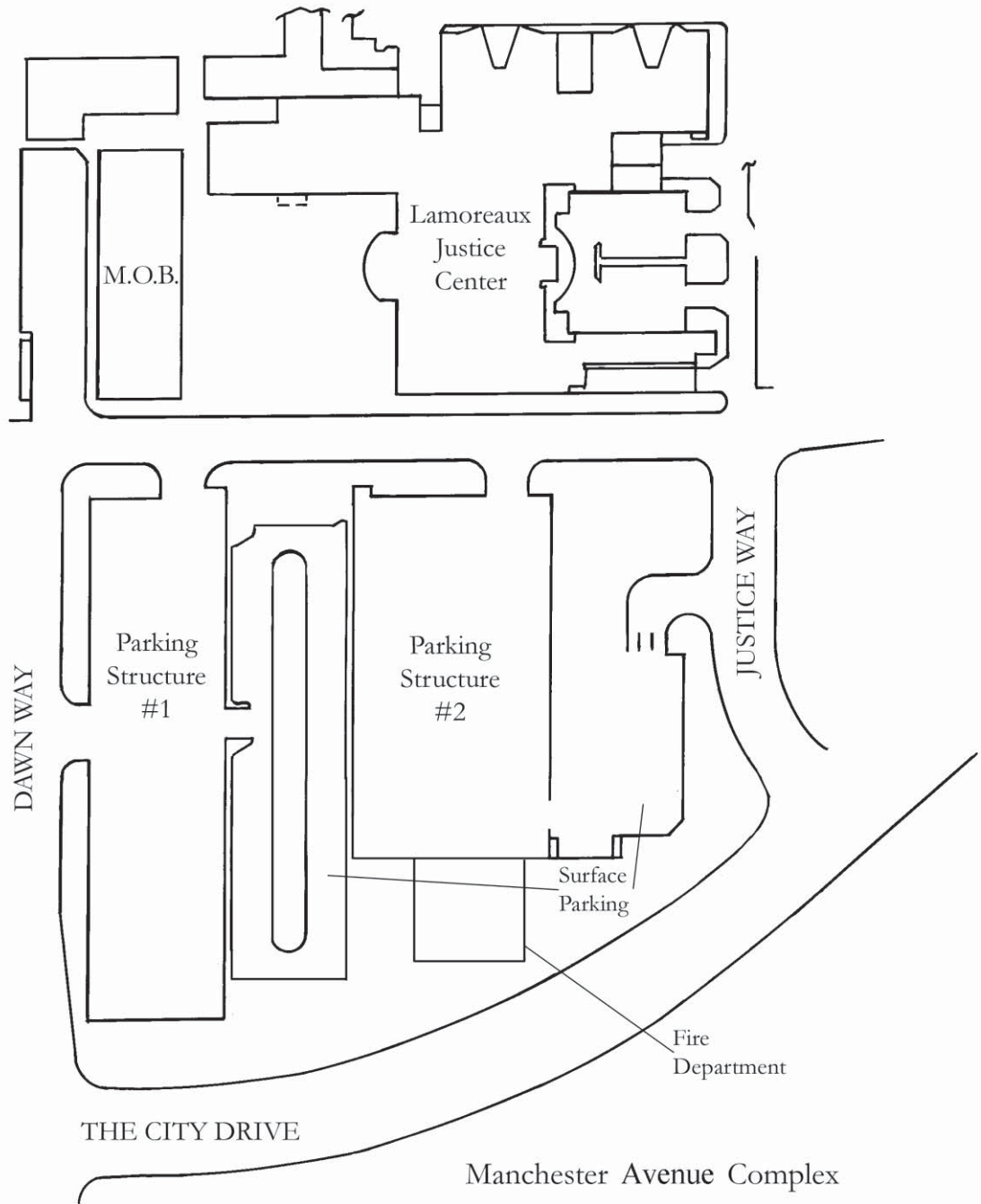
Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

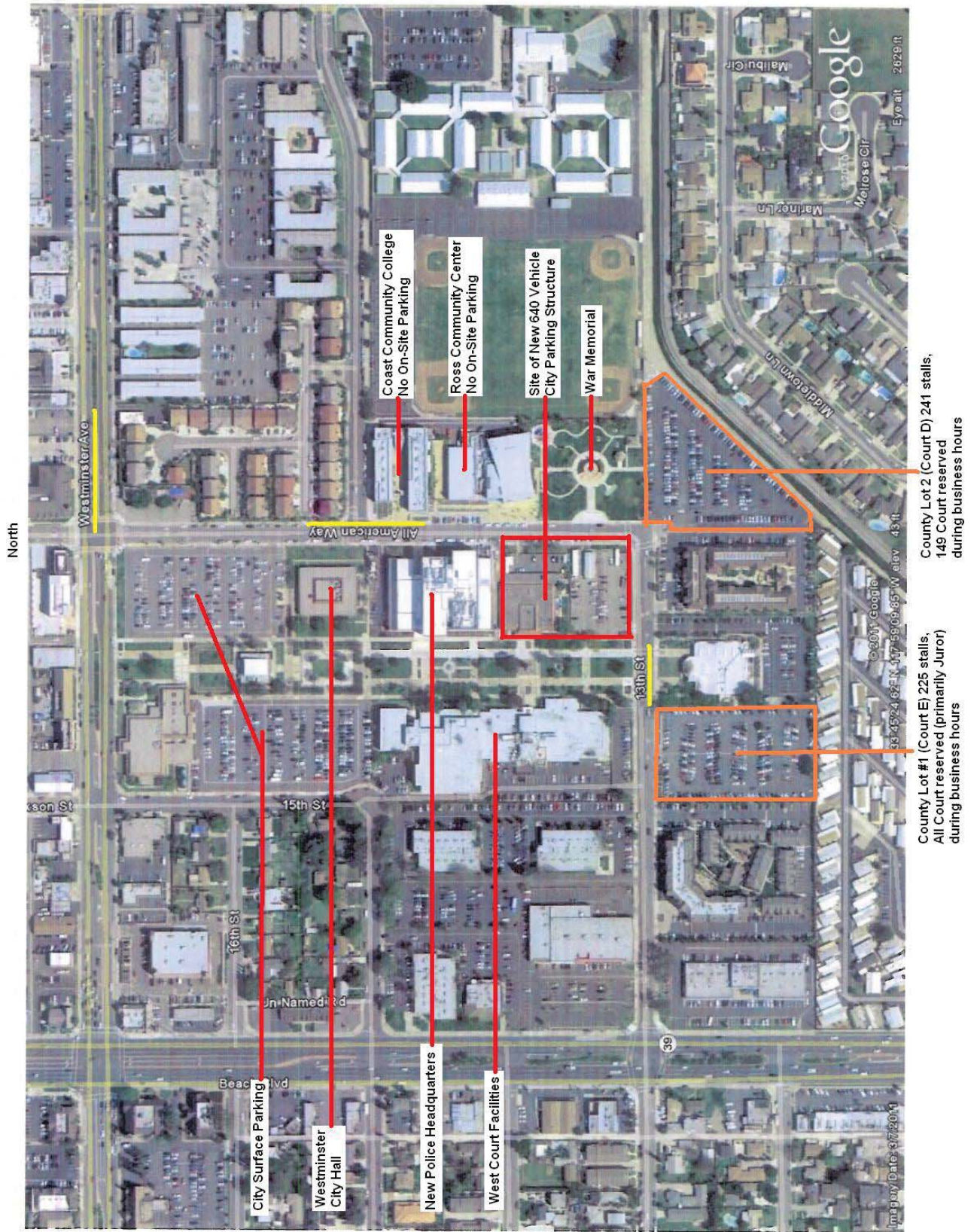
**EXHIBIT 2  
LOCATION MAPS**

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PAGE FOR MAPS)**











County of Orange, OC Public Works  
 Management & Operation of Multi-Facility Parking Complexes

Exhibit 3 - Maintenance Schedule																										
CATEGORY	FREQUENCY						Santa Ana Civic Center Area										Manchester Complex		Outlying Surface Lots							
	Daily	Weekly	Semi-Monthly	Monthly	Quarterly	Semiannually	Annually	P1 Stadium	P2 Superblock, includes P6 3 story Parking Structure	Appellate Garage (part of P6)	P3 Courthouse	P4 Placeholder	P5 Old County Courthouse	P7 Twin Towers	P8 Transit Tower	CIVIC Center Garage Basement & Roof	CIVIC Center Lot E_1	CIVIC Center Lot E_2	CIVIC Center Lot E_3	IRC Lot	Employee (South)	Visitor (North)	Fullerton Triangle	Westminster Lot 1	Westminster Lot 2	
■ Check telephone operation	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>5. LANDSCAPING</b>	Cleanliness, areas inside and perimeter policed daily, well-maintained and ready for visitors 24/365																									
-Remove trash	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Tree leaves & debris	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>6. PAINTING</b>	Cleanliness, inside and out, freshened as needed, ready for visitors 24/365																									
■ Check for rust spots on:								*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Parking control equipment					*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Handrails					*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Pipe guards					*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Pay-On-Foot Stations					*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Attendant booths					*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Elevator doors					*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Touch up paint					*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Check for appearance:	Graffiti must be removed within 24 hours of first sight – anywhere and everywhere																									
-Signs				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Walls, includes Cashier Booths				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Curbs				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Touch up paint				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Repaint <sup>(1)</sup>				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Graffiti (Removal and repaint of affected area)	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>7. PARKING CONTROL EQUIPMENT</b>	Maintained, Tested, Well-stocked and ready to go as needed 24/365																									
■ Ensure proper operation	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Ensure adequate ticket stock – 2 X	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>8. PLUMBING/DRAINAGE SYSTEMS</b>	Maintained, Tested, Ready to go as needed 24/365																									
■ Check for proper operation:								*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Sanitary Facilities	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Floor Drains		*						*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Sump Pump			*					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Fire protection system				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>9. ROOFING AND WATERPROOFING</b>	Maintained, Tested, Ready to go as needed 24/365																									
■ Check for leaks:								*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Roofing, Includes Booths				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Joint sealant in floors				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Expansion joints				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Windows, doors, and walls				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Floor membrane areas				*				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>10. SAFETY CHECKS</b>	Safety for all, all of the time																									
■ Handrails and guardrails	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Exit lights	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Emergency lights	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Tripping hazards	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Broken glass / Windows	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Fire extinguisher (Remove and replace if damage)	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
■ Fire extinguisher Cabinet glass (Remove and replace if damage)	*							*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

County of Orange, OC Public Works  
 Management & Operation of Multi-Facility Parking Complexes

Exhibit 3 - Maintenance Schedule																									
CATEGORY	FREQUENCY							Santa Ana Civic Center Area													Manchester Complex		Outlying Surface Lots		
	Daily	Weekly	Semi-Monthly	Monthly	Quarterly	Semiannually	Annually	P1 Stadium	P2 Superblock, includes P6 3 story Parking Structure	Appellate Garage (Part of P6)	P3 Courthouse	P4 Placeholder	P5 Old County Courthouse	P7 Twin Towers	P8 Transit Tower	Civic Center Garage Basement & Roof	Civic Center Lot E_1	Civic Center Lot E_2	Civic Center Lot E_3	IRC LOT	Employee (South)	Visitor (North)	Fullerton Triangle	Westminster Lot 1	Westminster Lot 2
■ Pick up and dispose properly of used needles	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
■ Reset fire alarms	•							•																	
■ Visual check for oil spillage	•							•																	
■ Signs (replace if removed/stolen)	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
<b>11. SIGNS (GRAPHICS)</b>	Clean, easy to understand, NO graffiti, freshened as needed, ready for visitors 24/365																								
■ Check signs:																									
-In place	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Clean	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Legible	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Illuminated, as applicable	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Pay-On-Foot conditions	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
<b>12. STRUCTURAL SYSTEM</b>																									
■ Check for:	Check and report everything in every location																								
-Floor surface deterioration	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Water leakage	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Cracking of concrete	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Rusting of steel	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
<b>13. OTHER SUPPORT SYSTEMS</b>																									
■ Intercom	24/365 Support to all Civic Center and Manchester Entry and Exit Columns																								
-Vendor Access & Tracking	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Intercom Log	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
■ Keycards and Validations	ALL Keycards + Validation Exit tickets are all tracked, closely tracked for audit purposes																								
-Pick Up & Deliver Validation Orders	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Process Keycard Action Requests	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
■ Shuttle Services – As Needed <sup>(2)</sup>	•							•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
<b>14. Removal of Loitering and Abandoned property on facility</b>	Cleanliness, areas inside and perimeter policed daily, well-maintained and ready for visitors 24/365																								
-Transients sleeping/camping - 2X	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Removal of abandoned property - 2X	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
-Remove needles, blood, feces and urine, clean and disinfect - 2X	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	

2 X = Twice Daily MINIMUM or as required  
 (1) Repairs at discretion of County. However, frequency shall not exceed once each twelve month period.  
 (2) Shuttle Services – required upon One (1) Hour Notice in the event of Elevator Failure