



**Pittsburgh PARKING Authority**

*The Value Parking Network*

# **Request For Proposal (RFP)**

**Parking Management**

**Services for the**

**Third Avenue Garage**

**October 2013**

# Public Parking Authority of Pittsburgh

## Request for Proposals for Parking Management Services Third Avenue Garage

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### Attachments:

- A. Parking Management Agreement
  - Management Agreement Exhibits:
    - 1. Parking Facility – General Information
    - 2. Facility Maintenance Standards
    - 3. Management Fees
    - 4. Staffing Schedule
    - 5. Annual Operating Budget
    - 6. Revenue Guarantee Amount
- B. Current Staffing Levels and Schedule
- C. Revenue and Expense History
- D. Annual Operating Reimbursement Budget
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## **I. Introduction**

The Public Parking Authority of Pittsburgh, a body corporate and politic under the laws of the Commonwealth of Pennsylvania, was organized in 1947 by the City of Pittsburgh pursuant to the Parking Authority Law of Pennsylvania, Act of June 5, 1947, P.L. 458, as amended and supplemented, 53 P.S. SS 341 *et seq.*, (the "Act").

The Authority was created for the purpose of conducting the necessary research activity to maintain current data leading to efficient operation of on-street parking facilities, and is authorized by law to plan, design, locate, acquire, hold, construct, improve, maintain and operate, own and lease, either in the capacity of lessor or lessee, land and facilities to be devoted to the parking of vehicles of any kind; to borrow money; to make and issue bonds and to secure the payment of such bonds or any of its revenues and receipts; and to make such agreements with the purchasers or holders of such bonds, or with others in connection with any such bonds, as the Authority shall deem advisable.

The Authority is governed by a five member Board (the "Board"); appointed by the Mayor of the City of Pittsburgh to serve without compensation for staggered terms of five years at the pleasure of the Mayor. The Authority's staff is employed to administer the Authority's program and carry out decisions of the Board.

The Public Parking Authority of Pittsburgh (the "Authority") is pleased to issue this Request for Proposals (this "RFP") for the operation of the Third Avenue Garage (the "Facility") located at 238 Fourth Avenue in Pittsburgh, Pennsylvania. The facility currently contains approximately 579 lined parking spaces and provides an additional valet assist component to increase capacity. The Facility is anticipated to generate gross revenues in excess of \$2,400,000 annually during the term of the new Management Agreement. The current annual operating expense budget for the Facility is just over \$1,400,000.

The operator will be responsible for all aspects of the day-to-day operations of the Facility, to be performed in a first class and professional manner. The form of the management agreement (the "Management Agreement") is attached as Attachment A hereto, and contains a detailed description of the responsibilities of the operator, compensation structure and other applicable terms and conditions. Proposers should carefully review **all** of the terms of the Management Agreement before preparing their proposals. As part of the response to the RFP, the Authority requests that each Proposer state whether or not they are willing to accept the Management Agreement as is in its present form in the RFP.

## **II. Minimum Qualifications**

In order to be considered for selection, a corporation or legal entity (a "Proposer") shall meet or exceed the following minimum qualifications. Proposals that do not meet the following minimum requirements shall not be considered.

### **A. Existence**

The Proposer must have been in existence for a continuous period of five (5) years prior to the date of this RFP.

### **B. Experience**

1. The Proposer must have at least two (2) years of continuous, first-hand experience in all aspects of the operation of facilities similar in complexity and size of the Third Avenue parking facility described in Attachment A, Exhibit 1 which, at all times during such two (2) year period:
  - a. Had a parking space capacity of at least 200 spaces distributed over at least three (3) levels.
  - b. Had annual gross revenues of at least \$1,000,000
  - c. Had an annual budget of at least \$500,000
  - d. Was staffed and open to the general public preferably on a 24-hour basis, or minimum of 18-hour basis
2. The Proposer must have a minimum of two (2) years professional experience in the use of automated pay station and automated revenue control equipment and software.

**C. Existing Employees**

The Operator must offer all jobs to the existing employees unless, as a result of pre-employment screening, there is a valid reason for not retaining a specific employee.

**D. General**

1. The Authority will not accept a proposal if:
  - a. Any necessary proposal document is incomplete, misleading, or missing.
  - b. Any RFP forms are left blank, incomplete, or changed in any way.
2. The Proposer shall prepare the proposal and submit its contents in accordance with the provisions set forth in the RFP.
3. Any attempt to improperly influence any member of the Authority Selection Committee shall disqualify a Proposer without further consideration.

**III. Scope of Operational Service**

The Scope of Operational Service is to be used as a general guide and is not intended to be a complete list of all functions, specifications and requirements necessary to operate the Facility. The following functions and requirements are just some of those assumed necessary to operate an efficient, successful and professional Facility. Each Proposer is encouraged to propose the best solutions possible to meet the needs of the Authority. If alternative or unique solutions are submitted, the Proposer will be expected to thoroughly explain the solutions, and how they do indeed meet the specifications and requirements set forth by the Authority in the RFP.

**A. Management Functions:**

1. To provide hiring, training and direct supervision of all employees in conjunction with the operation of the Facility during the hours designated in this RFP. To provide personnel training, including customer service training for all operational employees at least once per year, subject to the approval of the Authority. To assume all the responsibilities of the Authority and comply with all terms of the Management Agreement, including all disciplinary matters.

2. To supervise and insure that the Facility is staffed by competent, trained personnel adhering to the pre-approved staffing schedule set forth in Exhibit 4 for management, supervisory and attendant personnel.
3. To supervise and directly monitor all ancillary contracted services including, but not limited to security, elevator, janitorial and parking equipment repair/maintenance to insure the Facility is kept in a first-class, clean, sanitary and safe condition at all times.
4. To be responsible for all transient, monthly and validation parking revenues, including the collection (with the exception of lease revenue), accounting and deposit thereof.
5. To make recommendations on more efficient strategies as far as customer service, maintenance, public safety, parking equipment, parking rate and traffic issues.
6. To generate and provide to the Authority Daily Revenue Reports clearly stating the total number of tickets issued, redeemed, voided and lost tickets, financial transactions, garage conditions or any other information requested by the Authority.

**B. Financial Reporting Functions:**

1. To collect parking fees from all transient and validation parking patrons including all cashier, pay station and validation parking collections. To implement and follow the most effective, safest cash handling procedures.
2. To deposit on a timely basis all revenues into the Authority's designated bank accounts.
3. To complete in a timely and accurate fashion all daily, monthly and annual revenue and Facility utilization reports in a format pre-approved by the Authority.
4. To prepare and complete in a timely and accurate fashion all monthly financial statements of all revenue and expenses.
5. To maintain accurate and complete records, reports and audits and properly store this information appropriately and accordingly.
6. To submit an annual Operating Budget on the pre-approved format and prior to the deadlines provided by the Authority. The first draft of the Operating Budget shall be submitted by June 15 of each Fiscal Year.
7. To process for payment in an accurate and timely fashion all invoices for services rendered to the Facility, monthly and quarterly tax payment calculations, employee benefit premiums, weekly payroll, etc.

**C. Operational Functions:**

1. To comply with any and all Authority operating instructions.
2. To comply with all Federal, State and City laws and administrative codes.
3. To supervise the distribution and installation of parking tickets used in conjunction with parking control equipment and to insure that all ticket machines always have sufficient inventory of parking tickets.
4. To prepare and subsequently review weekly staffing schedules and to plan the schedules to insure minimal use of overtime hours used at the Facility.
5. To provide the Authority with a time-keeping system for employees that includes their name and employee number, with data approved by the operator's manager prior to processing payroll. To

provide the Authority with appropriate documentation for payroll, including time cards, computer printouts of payroll processing, hours (regular, overtime, sick, holiday, etc.) in conjunction with the Management Agreement, and to pay on behalf of the employees Payroll Taxes, Worker's Compensation Insurance, Health & Welfare and other benefits pursuant to the Management Agreement, but with prior approval of the Authority before these expenses are paid.

6. To develop and effectively implement special event, holiday shopping or convention valet assist programs to increase the capacity of the existing parking structure.
7. To coordinate with the City of Pittsburgh Police Department personnel the contracting of Traffic Control Officers necessary during large special event or convention periods.
8. To insure all operational and security personnel are appropriately uniformed. The Operator will be responsible for the provision of uniforms for parking personnel and shall adhere to strict enforcement of any and all uniform codes set forth by the Authority.
9. To obtain all permits, licenses, certificates and all other documentation necessary for the Operator's operation of the Facility.
10. To secure the necessary liability and property damage insurance appropriate for the Facility.
11. To attend bi-weekly Operations meetings held by the Authority.
12. To assist the Authority with the scheduling for various capital improvements to be performed in the Facility.
13. To maintain a Facility logbook which includes reports of any and all incidents that occur in the Facility and individual Incident Reports when there is a customer complaint vehicle break-in, equipment failure and other events.
14. To report immediately to the Authority any incidents that requires the summoning of the City of Pittsburgh Police and/or Fire Departments or any other government agency responding to an emergency at the Facility.
15. To remain knowledgeable of current parking equipment revenue control hardware and software technology and make recommendations to the Authority which would benefit the operation.
16. To assure that all employees that interact with the public speak clearly and politely, and deals with the patrons in a courteous manner at all times, and avoids all conduct which makes the patron feel threatened, abused, insecure or neglected.
17. To continuously improve on customer service techniques.

Proposers should review the pertinent sections and exhibits in the Management Agreement and *may* suggest a modified scope as part of their submittal.

#### **IV. Overriding Components**

##### **A. Parking Rate Information**

Parking rate recommendations are ultimately approved by the Public Parking Authority of Pittsburgh Board of Directors. The Authority staff, through recommendations made by the Operator, submits at its discretion any parking rate recommendations to the Board for review and subsequent approval. The Authority shall notify the Operator of any parking rate changes approved by the Board of Directors, who will then be responsible for charging each patron the appropriate fees.

#### **V. Submission Requirements**

## **A. Time and Place for Submission of Proposals**

Proposals must be received by 3:00 p.m. on November 21, 2013. Proposals may be delivered in person or mailed to:

Mr. Christopher Holt  
Director of Project Management  
Public Parking Authority of Pittsburgh  
232 Boulevard of the Allies  
Pittsburgh, Pennsylvania 15222

Proposers shall submit one (1) original proposal (including financial information) and seven (7) copies, and one (1) electronic copy, in a sealed envelope clearly marked Parking Management Services – Third Avenue Garage. Proposals submitted by fax will not be accepted.

## **B. Format and Content of Proposals**

Submissions in response to this RFP must include the following information, in the order specified below:

### **1. Executive Summary and Experience (20 Points Total) — Maximum 5 Pages**

#### **a. Letter of Introduction and Executive Summary (5 Points)**

Include a letter of introduction describing the Proposer and a general overview of the proposal. The summary should include a representation as to the length of time the Proposer has been in business. The summary must be signed by and contain the name, address and phone number of the person authorized by the Proposer to execute a Management Agreement and the person authorized to communicate with the Authority in connection with this RFP. Submission of the letter will constitute a representation by the Proposer that the Proposer is willing and able to perform the commitments contained in the proposal.

#### **b. Experience and Qualifications (15 Points)**

Each Proposer should address the following:

##### **1. Relevant Experience**

Describe other facilities comparable to the Facility which has been operated by the Proposer within the past five (5) years, including Municipal contracts, central pay-on-foot equipment, etc. The description should include staffing requirements, annual gross revenues, annual budget, schedule and a summary of the scope of responsibilities. This section should also refer to any objective evidence of the quality of the Proposer's performance with respect to the Facility, exercise of renewal options, etc. Descriptions should be limited to one (1) page for each facility.

##### **2. Qualifications**

Identify and describe the qualifications of each key person on the team for the Facility, including the operator's manager. Brief resumes may be included for each key person. Describe the role each will play in the operation of the Facility. Include a description of

staffing policies and the retention measures that will ensure that the key individuals listed and identified will continue performing the functions identified in the proposal. In addition, the proposal should include a written assurance that such key personnel will not be transferred in or out of the Facility without the Authority's prior approval. Describe how the Proposer will maintain adequate coverage despite absenteeism, vacations, leaves or turnover of employees, as well as provide valet assist services when needed for day-to-day operations, Conventions, Special Events, etc.

### **3. References (Pass/Fail)**

Proposer must be able to provide references from at least two (2) unrelated owners of two (2) separate parking facilities, both of which must meet all of the requirements set forth in Section II Minimum Qualifications listed previously (preferably other public agencies). Include authorization to contact and contact persons for each of these references.

### **2. Financial Statements and Bonding-Financial Stability (Pass/Fail)**

Provide for each of the three (3) consecutive full fiscal years of the Proposer prior to the date of this RFP a balance sheet and the related statement of income and cash flows.

In addition, submit a signed letter from an insurance and/or broker stating that such broker has reviewed the insurance and bond requirements contained in the Management Agreement and that the Proposer will be able to obtain and maintain the insurance and bonding required under the Management Agreement.

### **3. Detailed Operational Plan (35 Points Total) — Maximum 5 Pages**

Provide a plan for the day-to-day management and operation of the Facility. Describe management structure, personnel and staffing policies (including recruitment and retention plans). Include cash handling procedures and reporting methods. In addition, include plans for increasing parking volume and maximizing revenues. This should include ideas regarding valet assist options within the Facility, possible shuttle service, etc.

The Operational plan should include a plan for the marketing of the Facility, including enhancement of the Facility's public image, advertising, area merchant coordination and examples of any successful marketing plan utilized by the Proposer at other comparable facilities. The Authority wishes to explore marketing programs necessary and available including a wide variety of courtesies or amenities for its patrons, both transient and lease.

An annual operational staffing plan shall be submitted by the Proposer, which shall detail the number of all employees the Proposer would use to staff the Facility during the various hours over the course of a 24-hour day. The plan should be based mainly on anticipated normal operations at the Facility. The Proposer shall also include plans and ideas for staffing during expected congested periods such as Conventions, Special Events and Holidays. The annual staffing plan is subject to approval and modification by the Authority. The Operator shall provide staffing according to this annual operational staffing plan, which may be modified as needed by the Authority. Each Proposer shall submit a sample staffing plan including cost and labor schedules using the format attached hereto as Exhibit 4.

**4. Management Fee Proposal (Fee, Payroll Taxes, Workers' Compensation and Liability Insurance), Budgets and Cost Containment Measures (40 Points Total) — Maximum 3 Pages**

Specify in the proposal the initial Management Fee under the Operating Agreement. Provide a pro forma annual budget for the first twelve-month period of operation, including all projected costs and expenses in the format attached hereto as Attachment E. In addition, include a description of projected annual adjustments of the budget (on a line item basis) over each of the four succeeding twelve-month periods. Finally, describe measures that will be taken to control and contain costs and expenses.

The Authority intends to award this contract to the Proposer that it considers will provide the best, most professional overall parking management services at a responsible and justifiable cost. The Authority reserves the right to accept other than the lowest priced offer and to reject any and/or all proposals. The Authority's selection will be subject to the approval of the Public Parking Authority Board of Directors.

**5. Maintenance Plan (5 Points Total) — Maximum 2 Pages**

Provide a detailed plan for maintaining the cleanliness and safety of the Facility. Proposers must include proposed Janitorial component of the staffing schedule in Exhibit 4 attached hereto, and should pay careful attention to the Facility Maintenance Standards set forth in Exhibit 2 attached hereto when preparing their Maintenance Plan. Equipment recommendations and requirements should also be suggested and provided.

Janitorial services at the Facility are currently mostly performed by the Garage Attendant staff. This should not be considered as the only method of maintenance means available. As noted in Section III above, alternative and unique solutions are welcome provided they are thoroughly explained and their implementation meets the needs set forth by the Authority.

**VI. Evaluation and Selection Criteria**

**A. Selection Criteria**

**1. Selection Committee**

The proposals will be evaluated by a selection committee (the "Committee") comprised of staff members within the Authority, as well as a member of the Board of Directors of the Authority. The financial statements will be evaluated by the Authority's Finance Department. Once the proposals are submitted, the Committee will conduct two (2) reviews. The first will be to determine whether Proposers meet the minimum qualifications set forth in Section II of this RFP and information included submitted in the form of the Pre-Qualification Questionnaire. The second will be to score the proposals which have met those qualifications.

**2. Scoring**

The Committee will evaluate the proposals generally in accordance with the criteria itemized below. Up to three (3) of the Proposers with the highest scoring proposals will be interviewed by the Committee to make the final selection.

Criterion	Maximum Points
Executive Summary and Experience	20 Points
Financial Stability	Pass/Fail
Operational Plan	35 Points
Fee Proposal, Budgets and Cost Containment	40 Points
Bid Form Document	
Maintenance Plan	5 Points
Total	100 Points

### 3. Oral Interview

Following the evaluation of the written proposals, up to three (3) Proposers receiving the highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each of the Proposers, and specific questions regarding each individual proposal. The written proposals may then be re-scored based on information presented at the interview.

The Committee will then select an Operator based upon the scoring of the proposals. The selection will then be presented to the Board of Directors for approval. Upon Board approval and resolution approving the selection, the contract will be awarded.

## VII. Schedule

### A. Pre-Proposal Conference

Proposers are required to attend a mandatory pre-proposal conference on November 5, 2013 at 1:00 p.m. to be held at the offices of the Authority, 232 Boulevard of the Allies, Pittsburgh, PA 15222. An on-site walk-through of the Facility will be conducted immediately after the conference. Failure to attend will automatically disqualify any Proposer. All questions will attempt to be answered and addressed at this conference and any available new information will be provided at that time.

The Authority will keep a record of all parties who receive copies of this RFP. Any requests for information concerning this RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have received a copy of this RFP from the Authority. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after 3:00 p.m. on November 8, 2013.

### B. Deadline for Submission of Proposals

**Proposals must be received by 3:00 p.m. on November 21, 2013** and may be delivered in person or mailed to:

Mr. Christopher Holt  
 Director of Project Management  
 Public Parking Authority of Pittsburgh  
 232 Boulevard of the Allies  
 Pittsburgh, Pennsylvania 15222

**C. Anticipated Schedule**

The anticipated schedule for selecting an Operator is shown below:

<b>RFP and Proposal Phase</b>	<b>Date</b>
RFP Packets Distributed to Pre-Qualified Operators	October 23, 2013
Pre-Proposal Conference and Walk-through	November 5, 2013
Deadline for Submission of Written Questions or Requests for Clarification. Submissions must be received by 3:00 p.m.	November 8, 2013
Proposals Due	November 21, 2013
Committee Review	December 4 – December 6, 2013
Oral Interviews with Firms Selected for Further Consideration	December 17, 2013
Selection of Operator	December 18, 2013
Board of Director Approval and Resolution	December 19, 2013
Anticipated Commencement Date of Operating Agreement	January 6, 2014

**VIII. Terms and Conditions for Receipt of Proposals**

**A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Authority, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Authority

promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

**B. Inquiries Regarding RFP**

Inquiries regarding the RFP other than inquiries at the pre-proposal conference, and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

Mr. Christopher Holt  
Director of Project Management  
Public Parking Authority of Pittsburgh  
232 Boulevard of the Allies  
Pittsburgh, Pennsylvania 15222

**C. Addenda to RFP**

The Authority may modify this RFP, prior to the proposal due date, by issuing written addenda. Addenda will be sent via e-mail and regular, first class U.S. mail to the last known business address of each Proposer listed with the Authority as having received a copy of the RFP for proposal purposes. The Authority will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Authority prior to the proposal due date regardless of when the proposal is submitted.

**D. Term of Proposal**

Submission of a proposal signifies that the proposed services and management fee are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

**E. Revision of Proposal**

A Proposer may revise a proposal on the Proposer's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Proposer.

At any time during the proposal evaluation process, the Authority may require a Proposer to provide oral or written clarification of its proposal. The Authority reserves the right to make an award without further clarifications of proposals received.

**F. Errors and Omissions in Proposal**

Failure by the Authority to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

**G. Financial Responsibility**

The Authority does not accept any financial responsibility for any costs incurred by the Proposer in responding to this RFP. Submissions of the RFP will become the property of the Authority and may be used by the Authority in any way deemed appropriate.

#### **H. Reservations of Rights by the Authority**

The issuance of this RFP does not constitute an agreement by the Authority that any contract will actually be entered into by the Authority. The Authority expressly reserves the right at any time to:

1. Waive any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Procure any service by any other means;
5. Extend deadlines for accepting responses, or accept amendments to responses after expiration of deadlines; or
6. Determine that no project will be pursued.

**ATTACHMENT A**  
**PARKING MANAGEMENT AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Public Parking Authority of Pittsburgh (hereinafter referred to as "PPAP") and \_\_\_\_\_ (hereinafter referred to as "Operator"). It is understood and agreed that Operator shall be defined to include Operator and Operator's agents, invitees, assignees, contractors and subcontractors utilized by Operator in the performance of services under this AGREEMENT or otherwise provided.

In consideration of the mutual covenants set forth below the parties agree as follows:

- 1. Premises.** This AGREEMENT provides for the performance of certain Parking Services by Operator within and upon the Third Avenue parking facility listed in Exhibit 1 (hereinafter referred to as "Facility").
- 2. Term.** The term of this AGREEMENT shall be for three (3) years with two (2) one year options, commencing upon \_\_\_\_\_; provided, however, this AGREEMENT may be cancelled by either party at any time upon issuance of a sixty (60) day written notice to the other, without penalty to either party.
- 3. Parking Services.** Operator shall perform the following services ("Parking Services") within and upon the Facility during the term hereof:
  - (a) Management and operation of the Facility;
  - (b) Collection of parking revenues derived from the use of the Facility;
  - (c) Employment of personnel for the management and maintenance of the Facility (maintenance requirements are set fourth in Exhibit 2):
  - (d) Maintenance of accounting records of all income and expenses related to the management and operation of the Facility, with the exception of the collection of monthly parking income;
  - (e) Periodic consultation with PPAP on matters involved in the operation of the Facility.
  - (f) On-site admnstrstion of service contracts approved by PPAP.

**4. Management Fees and Operator's Expenses.** PPAP shall pay to Operator as its Management Fees for each month of the term hereof, fees set fourth in Exhibit 3 . In addition, PPAP shall reimburse Operator for those expenses and costs incurred by Operator in the performance of its Parking Services ("Operating Expenses"). Such Operating Expenses shall include, without limitation, the aggregate of : salaries and wages; payroll taxes (SUTA and FUTA for only employees working 40 hours per week at the Facility); workers' compensation insurance up to \_\_\_\_\_% of payroll; health insurance; a qualified pension plan reviewed and approved by PPAP; supplies; signs; facility maintenance; tickets; and all other necessary and reasonable approved direct costs related to such parking services. Operating Expenses shall not include any of Operator's general overhead expense which shall include, but shall not be limited to:

- (a) Administrative and related costs and expenses incurred in the operation of the Facility or the other operations of Operator, as they are incurred in the general management of the affairs of the Facility or Operator's other operations, including the monitoring of the operation and management of the Facility and main office personnel;
- (b) Insurance referred to in Paragraph 16 of this agreement with the exception of Worker's Compensation Insurance;
- (c) Maintenance of the general books and records of Operator;
- (d) Office supplies and equipment used by Operator which are not used exclusively for the Facility;
- (e) Postal, telephone and travel expense related to the management of the Facility
- (f) Any deductible amounts from insurance required under Section 16 of this agreement; and
- (g) The cost of any area supervisors or couriers who are not employed at the Facility on a full-time basis.

**5. Allocation of Location Managers.** The payroll costs of Location Managers shall be considered an Operating Expense. However, no Location Manager shall perform services at parking facilities other than the Third Avenue parking facility.

**6. Payment for Employee Vacations.** Employee vacations shall be reimbursed based on years of service (Attachment G); employees schedule as of January 1, of the current year and employee schedule of the previous year.

**7. Service Contracts.** Operator shall not enter into any contracts maintaining, repairing or serving the Facility without prior written approval of PPAP.

**8. Monthly Statement To The PPAP.** For accounting purposes, the month ("Accounting Month") shall end at the close of business on the last day of the month. Within seven (7) days after the end of each Accounting Month, Operator shall submit to PPAP a reasonably detailed written statement of the gross revenues collected, the Management Fee earned and the Operating Expenses incurred during the preceding month. Invoice and cost backup must be provided for all operating expenses. Operator shall also submit to PPAP a detailed list of accounts receivable for the month, along with various management reports deemed necessary by PPAP. PPAP shall reimburse Operator fee all Direct Operating Expenses, plus the Management Fees earned within forty-five (45) days of receipt of the Monthly Statement.

**9. Operator's Accounting.** Operator shall maintain, for a period of 5 years from the date of submitting such statements to PPAP, records of such gross revenues collected and operating expenses disbursed in accordance with recognized accounting practices. Parking tickets shall be retained by Operator as per City of Pittsburgh Parking Tax Ordinance Section 503. Upon reasonable notice to Operator, PPAP or its designated agent may examine Operator's records pertaining to the operation of the Facility.

**10. Staffing Schedule.** Operator shall provide a schedule of employee positions (Exhibit 4) to be employed "on-site" in the direct management of the Facility. The staffing schedule shall include the number of employees, scheduled hours, job titles, hourly wage rates, salaries and related fringe costs including pension, health and welfare costs. PPAP must agree to the number of employees necessary to staff the Facility.

**11. Bank Account.** Operator shall deposit into a PPAP bank account to be designated by PPAP. Operator shall deposit daily into the account, all gross revenues derived in connection with the operation and management of the Facility.

**12. Budget.** On or before June 15<sup>th</sup> prior to the commencement of each fiscal year during the term of this AGREEMENT, Operator shall submit to PPAP a pro forma budget projection (Exhibit 5) for the ensuing fiscal year. The Budget shall include a detailed projection of gross revenues and operating expenses. Each such proposed Budget, prior to adoption and implementation by Operator, shall require the written approval of PPAP. Any Budget so approved by PPAP shall become the Budget for the ensuing fiscal year and shall form the basis on which Operating Expenses are incurred in that fiscal year. The Budget for any fiscal year may only be amended in writing, subject to the written approval of PPAP. Operator shall not incur any Operating Expense which is in excess of five percent (5%) of the amount allocated for that particular Operating Expense in the Budget, unless Operator has obtained the prior written approval of PPAP or such increased expenditure is otherwise authorized by this AGREEMENT.

**13. Parking Rates.** The prices, rates and fees charged by the Operator for the use of the Facilities shall be determined and regulated solely by PPAP with recommendations from Operator.

**14. Taxes, Assessments and Levies.** PPAP shall pay all Taxes, Assessments, Levies, and other governmental fees and charges, which may be levied or assessed against the real and personal property and other improvements within which the Facility are located.

**15. Hours of Operation.** PPAP shall determine the Hours of Operation based on recommendations from the operator.

**16. Insurance.** Concurrent with the execution of this AGREEMENT and in partial performance of Operator's obligations under this AGREEMENT, Operator shall procure and maintain during the term of this AGREEMENT and any extensions or renewals thereof, from an insurer having a minimum rating of or equivalent to A-VII in Best's Insurance Guide:

- (a) Comprehensive General Liability Insurance, with a combined single limit of at least Two Million Dollars (\$2,000,000).
- (b) Garagekeepers Legal Liability Insurance including comprehensive and collision coverage with a combined single limit of at least One Million Dollars (\$1,000,000).
- (c) Commercial Automobile Liability Insurance for owned, non-owned and hired automobiles, with a combined single limit of at least One Million Dollars (\$1,000,000).
- (d) Workers' Compensation Insurance, in statutory amounts, and Employers Liability Insurance at a limit of at least One Million Dollars (\$1,000,000).
- (e) An Umbrella Insurance policy in the amount of at least Five Million Dollars (\$5,000,000).
- (f) Upon the execution of this AGREEMENT, Operator shall deliver to PPAP, Certificates of Insurance with original endorsements evidencing the coverage required by this AGREEMENT. Such Insurance shall be endorsed to name PPAP, including affiliates and subsidiaries as additional insureds, to provide additional coverage for the PPAP, and to provide a cross liability provision. Such Insurance shall be primary and non-contributing with any Insurance carried by PPAP. The certificates and endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. PPAP reserves the right to require complete certified copies of all policies at any time.

- (g) All Insurance policies shall contain an endorsement requiring thirty (30) days prior written notice from insurers to PPAP, its affiliates and subsidiaries before cancellation or change of coverage.
- (h) This Insurance may provide for such deductibles or self-insurance retention as may be acceptable to PPAP. In the event such Insurance does provide for deductibles or self-insurance retention, Operator agrees that it will fully protect PPAP, its affiliates and subsidiaries in the same manner as these interests would have been protected had the policy or policies not contained a deductible or retention provisions. Operator shall pay without reimbursement any deductible or self insurance retention.
- (i) The procuring of the Insurance shall not be construed as a limitation on Operator's part of the indemnification provision of this AGREEMENT; and Operator understands and agrees that, notwithstanding any Insurance, Operator's obligation to defend, indemnify and hold PPAP, its affiliates and subsidiaries harmless under this AGREEMENT is for the full and total amount of any damage, injuries, loss, expense, cost or liability caused by the condition of the premises or in any matter connected with or attributed to the acts or omissions of Operator, its officers, agents, employees, subtenants, licensees, patrons or visitors, or the operations conducted by Operator, or the Operator's use, misuse or neglect of the premises.

**17. Revenue Guarantee.**

- (a) The Operator hereby expressly guarantees to the Authority that the Facility will generate \$ \_\_\_\_\_ in Gross Revenues annually during the terms of this Operating Agreement, as set forth in Exhibit 6 (the "Guarantee Amount"). (For the terms of this Operating Agreement, the term "Gross Revenues" shall mean all revenue received from parking fees collected at the Facility)
- (b) In the event that the Facility does not generate one-fourth of the Guarantee Amount in the quarter, Operator shall pay the difference between one-fourth of the Guarantee Amount and the Gross Revenue actually generated during such quarter, less the amount of the parking tax that would have been payable thereon had the required amount of Gross Revenues actually been collected. Such difference shall be payable by the Operator within ten (10) days after the end of the quarter to which it relates. The Authority, at its election, may choose to deduct such difference from any management fee subsequently payable to the Operator hereunder.
- (c) In the event that the Operator makes such quarterly payment (s) and, during the subsequent quarter the Facility achieves revenues which, when added to the revenue from the previous quarter (s), exceed the pro-rated Guaranteed Amount for the total quarters to date, then the Authority shall promptly refund

to the Operator any amounts paid during a previous quarter on account of the Revenue Guarantee, up to the amount of such excess.

- (d) In the event that the Authority changes the Parking Rates chargeable at the Facility, or adds additional space to the Facility, then the Authority shall adjust the Guarantee Amount as follows: The Authority shall review the Gross Revenues of the Facility for the six (6) months following the date that the rate change goes into affect or the additional space are available for parking, as the case may be. At the end of such six (6) month period, the Authority shall set a new Guarantee Amount, which shall be calculated based upon the percentage change in the Gross Revenues from the period of the prior year. The Guarantee Amount shall increase or decrease, as the case may be, by the same percentage that the Gross Revenues increased or decreased, and shall be applicable from the date that the rate increase went into effect. ( If the new Guarantee Amount becomes effective in the middle of the year, then both the old and new Guarantee Amount shall be blended proportionately to determine the Guarantee Amount for the year.) Until the new Guarantee Amount is determined, the former Guarantee Amount shall be utilized for purposes of determining whether the Operator is required to make any quarterly payments. The Operator shall be required to pay within thirty (30) days after the end of the year in which the Guarantee Amount is increased, any difference between the new Guarantee Amount and the Gross Revenues for such year, less the parking tax which would have been applicable on the difference, to the extent that such difference was not paid in the quarterly payment by the Operator during the year. If the Operator disagrees with the new Guarantee Amount, then the Operator shall be entitled to terminate this Operating Agreement upon ninety (90) days written notice to the Authority and this Operating Agreement shall be deemed to be terminated on the ninetieth day following the date of such written notice; provided, however that Operator shall pay all amounts due and owing under this Operating Agreement through the date of termination. For purposes of determining the amounts that are due and owing, the former Guarantee Amount shall be used. If this agreement is terminated during the middle of the year for any reason, the Guarantee Amount shall be prorated.
- (e) In the event that any part of the Facility becomes unavailable for parking due to repairs, to additional new construction at the facility, or to fire, casualty or other causes beyond the Operator's control, and the Operator can prove that less parking receipts were collected as a direct result, then the Authority shall reduce the Revenue Guarantee by the amount which the Operator can prove, to the Authority's reasonable satisfaction was directly caused by the repairs or other such causes beyond the Operator's control.
- (f) In the event that the Authority requires the Operator to reduce its parking rates for special events, and the Operator can prove, to the Authority's reasonable

satisfaction, that it did not achieve Gross Revenues in the amount of the Revenue Guarantee as a direct result of such reduction, then the Authority shall reduce the Revenue Guarantee by the amount which the Operator can prove, to the Authority's reasonable satisfaction, was directly caused by such rate reduction for special events.

**18. Performance Bond.** Operator shall, prior to the commencement date, obtain and thereafter maintain during the term of the Agreement, a performance bond in a form and from a surety acceptable to PPAP, at an amount minimum to one (1) year of Management Fee. The Performance Bond is intended to guarantee full performance of the Agreement by the Operator in accordance with all terms and conditions of this Agreement. The Performance Bond shall be subject to forfeiture in whole or in part in the event of failure of the Operator to full perform the Agreement, and in the event that PPAP sustains any claims, debts, loss of service, loss of revenues or other costs or expenses as a result of such failure of the Operator to fully perform under the Agreement.

**19. Indemnification.** Operator shall defend, indemnify and hold PPAP, their affiliated entities, and the employees and agents of PPAP and their affiliated entities (collectively, the "Indemnified Parties") from all losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities, including, but not limited to costs and expenses of defending against any of the foregoing, arising from either of the following circumstances (the "Indemnity Circumstances"):

- (a) any injury or death of any person (including, without limitation, injury or death of Operator's employees, agent, invitees, assignees, contractors or subcontractors) or damage or destruction of the property of any person or entity which occurs in connection with Operator's or Operator's agents, employees', invitees', contractors', subcontractors', or assignees' performance of services under the AGREEMENT or otherwise provided by Operator or Operator's agents, employees, invitees, contractors, subcontractors, or assignees to the Facilities; and
- (b) any alleged or actual violations by Operator or Operator's agents, employees, invitees, contractors, subcontractors or assignees of any law, ordinance, rule or regulation governing or otherwise affecting the business operations of Operator or Operator's performance of services and obligations under the AGREEMENT.

Operator hereby stipulates and agrees that no condition precedent to its Indemnification Obligation stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to its obligation to defend, indemnify and hold harmless the Indemnified Parties in any of the Indemnity Circumstances.

**20. Waiver of Subrogation.** With respect to damage to property, Operator hereby waives all rights of subrogation, against PPAP, but only to the extent that collective

commercial insurance is available for said damage. With respect to employee injuries, Operator hereby waives all rights of subrogation against PPAP, but only to the extent that Workers' Compensation Insurance is available for said injuries.

**21. Status of Operator as Independent Contractor.** Operator's performance of its Parking Services shall be rendered by it as an Independent Contractor and not as an agent or employee of PPAP.

**22. Notices.** Any notice, communication or remittance required or permitted by this AGREEMENT by either party to the other shall be deemed given, served or delivered, in writing by certified or registered mail, postage prepaid, addressed to the addresses of the parties set forth below:

TO PPAP:

TO OPERATOR:

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

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

**23. Attorney's Fees.** Should either party bring suit to enforce any of the terms of this AGREEMENT, the prevailing party shall be entitled to reimbursement by the issuing party of its reasonable Attorney's Fees and legal expenses.

**24. Nondiscrimination.** In connection with performance of this AGREEMENT and subject to applicable rules and regulations, Operator shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, handicap or disability. Operator shall ensure that all applicants are considered for employment, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**25. Entire Agreement.** This AGREEMENT contains the entire understanding between the parties hereto, and may not be amended or changed except by AGREEMENT in writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first written above, by their duly authorized representatives.

\_\_\_\_\_  
Operator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
PPAP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**  
**PARKING FACILITY GENERAL INFORMATION**

<b>Facility Name:</b>	Third Avenue Garage	<b>Description:</b> The Third Avenue Garage is located between Third and Fourth Avenues in Downtown Pittsburgh. The facility is open from 6:00 a.m. to 1:00 a.m. Sundays through Fridays, and 6:00 a.m. to 2:00 a.m. Saturdays. Utilization of valet parking, which is available upon request, increases the capacity of the facility by almost 15 percent from 570 to 670 vehicles.
<b>Facility Location:</b>	238 Fourth Avenue	
<b>Facility ID Number:</b>	201	
<b>Year Constructed:</b>	1952	
<b>Operator :</b>		
<b>Spaces:</b>	570 (670 Stacked)	

<p align="center"><b>Day Rates</b></p> <p>(Monday through Friday 6:00 AM to 3:59 PM)</p> <table border="1"> <tr> <th>Hours Parked</th> <th>Rate</th> </tr> <tr> <td>1 Hour or Less</td> <td>\$3.75</td> </tr> <tr> <td>2 Hours or Less</td> <td>\$4.75</td> </tr> <tr> <td>4 Hours or Less</td> <td>\$7.50</td> </tr> <tr> <td>Maximum to 24 Hours</td> <td>\$12.75</td> </tr> </table>	Hours Parked	Rate	1 Hour or Less	\$3.75	2 Hours or Less	\$4.75	4 Hours or Less	\$7.50	Maximum to 24 Hours	\$12.75	<p align="center"><b>Location</b></p>	<p align="center"><b>Photograph</b></p>
Hours Parked	Rate											
1 Hour or Less	\$3.75											
2 Hours or Less	\$4.75											
4 Hours or Less	\$7.50											
Maximum to 24 Hours	\$12.75											
<p align="center"><b>Night and Weekend Rates</b></p> <p>(Monday through Friday 4:00 p.m. to 5:59 a.m., Weekends and Holidays)</p> <table border="1"> <tr> <th>Hours Parked</th> <th>Rate</th> </tr> <tr> <td>1 Hour or Less</td> <td>\$2.00</td> </tr> <tr> <td>2 Hours or Less</td> <td>\$3.00</td> </tr> <tr> <td>Over 2 Hours</td> <td>\$5.00</td> </tr> </table>	Hours Parked	Rate	1 Hour or Less	\$2.00	2 Hours or Less	\$3.00	Over 2 Hours	\$5.00				
Hours Parked	Rate											
1 Hour or Less	\$2.00											
2 Hours or Less	\$3.00											
Over 2 Hours	\$5.00											
<p align="center"><b>Lease Rates</b></p> <table border="1"> <tr> <th>Lease Type</th> <th>Charge</th> <th>Privileges</th> </tr> <tr> <td>Day Lease</td> <td>\$250/mo.</td> <td>24 Hours</td> </tr> <tr> <td>Night Lease</td> <td>\$100/mo.</td> <td>4:00PM-6:00AM</td> </tr> <tr> <td>Gold Lease</td> <td>\$325/mo.</td> <td>24 Hours</td> </tr> </table>	Lease Type	Charge	Privileges	Day Lease	\$250/mo.	24 Hours	Night Lease	\$100/mo.	4:00PM-6:00AM	Gold Lease	\$325/mo.	24 Hours
Lease Type	Charge	Privileges										
Day Lease	\$250/mo.	24 Hours										
Night Lease	\$100/mo.	4:00PM-6:00AM										
Gold Lease	\$325/mo.	24 Hours										

**EXHIBIT 2**  
**FACILITY MAINTENANCE STANDARDS**

The goal of the Authority is to provide the public, at all times, a safe, clean, sanitary, well lit, and efficient garage. The following maintenance standards are designed to achieve this goal:

**1. Lighting**

All lights must be in working order and bright enough to convey a sense of safety, especially in and around stairways and restrooms. Burned out bulbs or lamps must be replaced within 24 hours. Non-working fixtures must be repaired or replaced, with energy efficient fixtures within 72 hours. Bulbs or lamps must be secured and must be the same color. Emergency lights must be inspected at least once each month and non-operating battery packs must be changed within one week.

**2. Walls**

All walls must be kept clean and free of stains, dirt and graffiti. Special attention shall be given to stairwells, restrooms and their surrounding areas. Graffiti must be removed or painted over within 24 hours. Black marks from bumpers must be painted over as needed but, in no event, not less than once a month.

**3. Odors**

Foul odors must be removed within 24 hours. Special attention shall be given to stairwells, restrooms and their surrounding areas. Stairwells and sidewalks must be steam cleaned as needed but, in no event, not less than once a month.

**4. Cleaning**

The entire facility must be cleaned daily, including lobbies, interior and exterior stairwells, restrooms, parking areas, elevator cabs and sidewalks. Parking areas and Garage floors must be swept, grease and oil must be removed, foul odors must be deodorized, pigeon droppings must be removed, and all litter must be removed.

**5. Stairwell Cleaning**

Pressure washing of all interior stairwells shall be performed on a quarterly basis. At the discretion of the Authority, cleaning may be required to be performed less frequently if the Facility, including interior stairwells, is maintained in a clean and orderly state.

**6. Ventilation Equipment**

Thorough cleaning of all ventilation system supply and exhaust vents shall be performed on a semi-annual basis.

**7. Windows**

All windows, mirrors and glass cases must be cleaned as needed, but in no event not less than once a month.

**8. Signs**

Signs must be easily understood and professionally made, not hand printed or copy machine reproduced. Manager will be allowed to post nonprofessional signs only in case of an emergency, but the emergency signs must be replaced within one week. Signs must also be repaired or replaced promptly when damaged.

**9. Plants**

Any vegetation must be pruned and watered regularly. Weeds must be pulled as needed, but in no event not less than once a month and trees must be pruned once a year.

**10. Safety Equipment (If Applicable)**

Equipment including fire alarm call boxes, fire extinguishers, and fire hose units must be maintained in good working order and inspected at least once a month. Closed circuit cameras and the intercom system must be inspected at least once a week.

**11. Structural Inspections**

Structural inspections including water leaks, exposed rebar, concrete cracks and metal rust must be performed not less than once a year. Problems shall be immediately reported to the Authority.

**12. Sidewalk Inspections**

Inspections of the sidewalks abutting the Garage for the presence of any sidewalk tripping hazards, including tree planting areas not at sidewalk grade, must be performed once a month. In the event any hazards are observed, such hazards shall be reported immediately to the Authority.

**13. Other Work**

All other ordinary maintenance and repair work of the premises and equipment shall be done as needed.

**14. Instructions**

The Authority reserves the right to instruct the Operator to clean or repair any item which falls under the category of routine maintenance and repair.

If the maintenance standards are not followed, the Authority may give written notice and the work must be completed within 72 hours thereafter. Nonperformance may result in the Authority causing such work to be done at the expense of the Manager.

**EXHIBIT 3**  
**MANAGEMENT FEES**

Facility

Monthly  
Management  
Fee

**EXHIBIT 4**  
STAFFING SCHEDULE

(Insert Schedule by Facility)

**EXHIBIT 5**  
ANNUAL OPERATING BUDGET

(Insert individual Facility Budgets)

**EXHIBIT 6**  
REVENUE GUARANTEE AMOUNT

	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016
REVENUE GUARANTEE			

**ATTACHMENT B**  
**CURRENT STAFFING LEVEL AND SCHEDULE**

Staffing	Coverage Period	Scheduled Hours	Full-Time Position	Part-Time Position	Weekly Hours
Manager	Mon ~ Fri	7:00am ~ 3:30pm	1		40
Maintenance	Sun ~ Thur	11:00pm ~ 7:00am	1		40
Attendant Level 2	Mon ~ Fri	7:00am ~ 3:30pm	1		40
Attendant Level 3	Mon ~ Fri	8:30am ~ 2:30pm		1	30
Attendant Level 4	Mon ~ Fri	8:00am ~ 4:30pm	1		40
Attendant Level 5	Mon ~ Fri	8:30am ~ 5:00pm	1		40
Supervisor	Mon ~ Fri	3:00pm ~ 11:30pm	1		40
Supervisor	Sat	8:30am ~ 4:30pm		1	8
Attendant	On-call			1	4

**ATTACHMENT C**  
**REVENUE AND EXPENSE HISTORY**

	Fiscal Yr 2013 Estimated	Fiscal Yr 2012 Approved	Fiscal Yr 2011 Approved
<b>OPERATING REVENUE</b>			
<b>PARKING RECEIPTS</b>			
Day	\$ 1,308,150	\$ 1,311,544	\$ 1,358,929
Night	\$ 250,000	\$ 245,422	\$ 221,988
Leases	\$ 900,020	\$ 911,288	\$ 889,362
<b>Operating Revenue</b>	<b>\$ 2,458,170</b>	<b>\$ 2,468,254</b>	<b>\$ 2,470,279</b>
<b>OPERATING EXPENSE</b>			
<b>PAYROLL</b>			
Regular Salary	\$ 203,000	\$ 199,397	\$ 202,746
Overtime Pay	\$ 4,000	\$ 3,838	\$ 4,520
<b>Total Payroll Expense</b>	<b>\$ 207,000</b>	<b>\$ 203,235</b>	<b>\$ 207,266</b>
<b>PAYROLL TAXES</b>			
FICA & Medicare	\$ 15,732	\$ 15,436	\$ 16,282
FUTA	\$ 1,219	\$ 1,229	\$ 1,211
SUTA	\$ 6,417	\$ 6,302	\$ 3,247
Pgh Empl Tax	\$ 1,117	\$ 1,075	\$ 1,108
<b>Total Payroll Taxes</b>	<b>\$ 24,485</b>	<b>\$ 24,042</b>	<b>\$ 21,848</b>
<b>Total Workers' Comp</b>	<b>\$ 8,100</b>	<b>\$ 7,842</b>	<b>\$ 7,967</b>
<b>FRINGE BENEFITS</b>			
Welfare			
Group Health	\$ 21,400	\$ 21,116	\$ 18,049
Group Vision	\$ -	\$ -	\$ -
Group Dental	\$ -	\$ -	\$ -
Group Life Ins.	\$ -	\$ -	\$ -
Short-Term Dis.	\$ -	\$ -	\$ -
Long-Term Dis	\$ -	\$ -	\$ -
Pension	\$ 3,000	\$ 2,496	\$ 389
<b>Total Fringe Benefits</b>	<b>\$ 24,400</b>	<b>\$ 23,612</b>	<b>\$ 18,438</b>
<b>Total Payroll &amp; Benefits</b>	<b>\$ 263,985</b>	<b>\$ 258,731</b>	<b>\$ 255,519</b>
<b>Total Facility Ins.</b>	<b>\$ 16,500</b>	<b>\$ 16,222</b>	<b>\$ 15,792</b>
<b>Misc Expenses</b>	<b>\$ 16,475</b>	<b>\$ 11,311</b>	<b>\$ 14,304</b>
<b>Management Fee</b>	<b>\$ 48,000</b>	<b>\$ 48,000</b>	<b>\$ 48,000</b>
<b>Additional Management Fee</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Reimbursement to Operator</b>	<b>\$ 344,960</b>	<b>\$ 334,264</b>	<b>\$ 333,615</b>
<b>Net Revenue</b>	<b>\$ 2,113,210</b>	<b>\$ 2,133,990</b>	<b>\$ 2,136,664</b>

**ATTACHMENT D**  
**ANNUAL OPERATING REIMBURSEMENT BUDGET**  
**THIRD AVENUE GARAGE**

OPERATING EXPENSE

PAYROLL;

Manager Salaries \$ \_\_\_\_\_

Attendants Salaries \$ \_\_\_\_\_

Over Time Pay \$ \_\_\_\_\_

Vacation Pay \$ \_\_\_\_\_

Total Payroll \$ \_\_\_\_\_

Payroll Taxes \$ \_\_\_\_\_

Workers' Compensation \$ \_\_\_\_\_

Heath Insurance \$ \_\_\_\_\_

Pension \$ \_\_\_\_\_

Liability Insurance \$ \_\_\_\_\_

OTHER EXPENSE

Tickets Supplies \$ \_\_\_\_\_

Uniforms \$ \_\_\_\_\_

Office Supplies \$ \_\_\_\_\_

Maintenance Supplies \$ \_\_\_\_\_

Maintenance Repairs \$ \_\_\_\_\_

Signage \$ \_\_\_\_\_

Accounting Fees \$ \_\_\_\_\_

Snow Removal \$ \_\_\_\_\_

Refuse \$ \_\_\_\_\_

Total Other Expenses \$ \_\_\_\_\_

TOTAL OPERATING EXPENSE \$ \_\_\_\_\_

MANAGEMENT FEE + \$ \_\_\_\_\_

TOTAL ANNUAL OPERATING BUDGET \$ \_\_\_\_\_

**ATTACHMENT E**  
**BID FORM DOCUMENT**

THIRD AVENUE GARAGE

Management Fee		\$	_____
Liability Insurance (1)		\$	_____
Payroll Tax (1)			
FICA/Medicare	\$	_____	
FUTA		_____	_____ %
SUTA		_____	_____ %
Pgh Emp Tx.		_____	
Total Payroll Taxes		\$	_____
Worker's Compensation (1)		\$	_____
Workers' Compensation Rate			_____ %
Total		\$	_____

Space 579 Lined spaces & 100 Stacked spaces

2013 Gross Payroll \$ 207,000

( 1 ) In order to calculate, please use information provided above regarding spaces and gross payroll



