

**AGREEMENT FOR VALET-ASSIST PARKING SERVICES  
WITH PENINSULA PARKING, INC  
FOR PARKING MITIGATION ASSOCIATED WITH  
THE VILLAGE AT BURLINGAME PROJECT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Burlingame, State of California, herein called the "City", and **Peninsula Parking, Inc** engaged in providing **Valet-Assist Parking Services** herein called the "Contractor".

**RECITALS**

- A. The City is considering conducting activities for valet-assist parking services as mitigation for the Village at Burlingame Project.
- B. The City desires to engage a contractual services Contractor to provide valet-assist parking services because of Contractor's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Contractor represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

**AGREEMENTS**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Contractor shall provide professional valet-assist services involving the furnishing of staffing, equipment and signage necessary to greet motorists, direct them where to park, issue claim tickets, move vehicles as necessary, securely storing and returning keys to motorists upon return and other incidentals as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Contractor are to commence following the execution of this Agreement and upon issuance of a Notice to Proceed with services to be ongoing until such time that the new parking garage opens at Lot N, tentatively anticipated for November 2020. At the option of the City, the agreement may be extended on a month to month basis.

3. Compliance with Laws. The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. Contractor shall maintain a City of Burlingame business license.
4. Sole Responsibility. Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Contractor by the City and all reports and supportive data prepared by the Contractor under this Agreement are the City's property and shall be delivered to the City upon the completion of Contractor's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Contractor shall not make any of these documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Contractor pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Contractor in connection with other projects shall be solely at City's risk, unless Contractor expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Contractor which is and has been confirmed in writing by Contractor to be a trade secret of Contractor.
6. Compensation. Compensation for Contractor's valet-asist services shall not exceed one-hundred thousand dollars (\$100,000); and payment shall be based upon contractor's satisfactory performance of services and City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

7. Availability of Records. Contractor shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the City at the Contractor's offices during business hours upon written request of the City.
8. Project Manager. The Project Manager for the Contractor for the work under this Agreement shall be Javier Garcia, Operations Manager.
9. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Contractor. No portion of these services shall be assigned or subcontracted without the written consent of the City.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City:                      Andrew Wong  
   City of Burlingame  
   501 Primrose Road  
   Burlingame, CA 94010

To Contractor:            Rae Ann Reichmuth  
   Peninsula Parking, Inc  
   541 Taylor Way, Suite #12  
   San Carlos, CA 94070

or personally delivered to Contractor to such address or such other address as Contractor designates in writing to City.

11. Independent Contractor. It is understood that the Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Contractor may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Contractor agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Contractor shall be compensated

for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Contractor or is based on allegations of Contractor's negligent performance or wrongdoing.

12. Conflict of Interest. Contractor understands that its professional responsibilities is solely to the City. The Contractor has and shall not obtain any holding or interest within the City of Burlingame. Contractor has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Contractor warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Contractor shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Contractor discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Contractor shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
13. Equal Employment Opportunity. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Contractor nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
14. Insurance.
  - A. Minimum Scope of Insurance:
    - i. Contractor agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and

property damage in a form at least as broad as ISO Occurrence Form CG 0001.

- ii. Contractor agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Contractor agrees to have and maintain, for the duration of the contract, Garage Keeper's liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence to insure Contractor in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor, premises owned or used by the Contractor. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Contractor's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers

shall be excess of the Contractor's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. In addition to these policies, Contractor shall have and maintain Workers' Compensation insurance as required by California law. Further, Contractor shall ensure that all subcontractors employed by Contractor provide the required Workers' Compensation insurance for their respective employees.

D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:-VII and authorized to do business in the State of California.

F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15. Indemnification. To the fullest extent permitted by law, Contractor shall save, keep and hold harmless indemnify and defend the City, its officers, employees,

authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, or any of the Contractor's officers, employees, or agents or any subContractor. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
17. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
18. Termination of Agreement. The City and the Contractor shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Contractor shall deliver to the City all plans, files, documents, reports, performed to date by the Contractor. In the event of such termination, City shall pay Contractor an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Contractor.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Contractor. No terms, conditions, understandings or agreements purporting to modify or vary this

Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

“Contractor”

By

\_\_\_\_\_  
Lisa K. Goldman  
City Manager

\_\_\_\_\_  
Rae Ann Reichmuth  
CEO, Peninsula Parking, Inc.

Approved as to form:

\_\_\_\_\_  
City Attorney – Kathleen Kane

ATTEST:

\_\_\_\_\_  
City Clerk - Meaghan Hassel-Shearer



**Scope of Services Summary**

This summary outlines the cost of services proposed by Peninsula Parking into a total estimated cost of services for a one-year duration.

A description of work and the corresponding costs for services are described in the Peninsula Parking prepared attachments which follow. Services will start with operations at Lot F, around October 2019 when construction on the parking garage begins. Around March 2020, when work begins on the Housing Development project, services will shift to the top deck of Lot A.

**Start-up costs:**

Valet Parking Signage	\$ 510.00
After-hours Key Box	<u>\$5,589.65</u>
	\$6,099.65 one time

**Monthly Costs:**

Labor	\$6,910.68
Insurance	\$ 450.00
Phone/Parking Software	<u>\$ 450.00</u>
	\$7,810.68 per month

Start-up costs: \$ 6,099.65

Twelve (12) months of service @ \$7,810.68 per month: \$ 93,728.16

TOTAL ESITIMATED ONE-YEAR COST: \$ 99,827.81



VALET PARKING SERVICES PROPOSAL-Option D1 & D2

THIS VALET PARKING PROPOSAL, dated as July 26th, 2019, for reference purposes, is by and between The City of Burlingame (Client), and Peninsula Parking, Inc., a California corporation (Operator).

PURPOSE OF THE PROPOSAL

The purpose of this Proposal is to state the terms and conditions pursuant to which Operator shall furnish uniformed attendants who are fully qualified and capable of operating and handling the valet parking of the vehicles of the employees and customers:

The City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Lot F and Lot A

In addition to parking Client expects Operator to be responsible for all aspects of customer service, greeting customers, opening customer's car doors, keeping areas free and clear of debris, keeping people from loitering in front of loading zone and parking lots, making sure unauthorized vehicles are not in parking lots, and giving directions.

FURNISHING OF ATTENDANTS

Operator shall furnish sufficient uniformed attendants to provide valet parking services and maintain and operate the client's parking lots according to the number of days and hours set forth in the attached staffing schedules D1 and D2. While on duty each attendant furnished by Operator shall be well-groomed and completely outfitted in the appropriate seasonal uniform. Each attendant shall be above the age of 19 years, have a valid, duly authorized driver's license and be otherwise qualified and capable of performing the services required to be undertaken hereunder. All parking attendants on duty shall speak and fully understand English.

MANAGEMENT OF PAYROLL

Operators' office staff shall handle all aspects of their employee payroll through Operators own contracted payroll company. Operators employees shall be required to use time sheets to record their hours worked. Operator shall issue bi-monthly checks to its employees and Operator shall be responsible for all employer taxes due. Operator assumes full responsibility for all payroll taxes due and all other payroll expenses related to Operators employees.

**COST ESTIMATES & PROJECTIONS FOR VALET OPERATIONS:**

Cost estimate includes the following:

- Labor provided for all the valet operations at The City of Burlingame Lot F and Lot A
- Liability insurance necessary for the running of the service-meeting The City of Burlingame requirements
- Workers Comp Insurance
- Necessary start up equipment including, but not limited to:
  - \*2 Valet Podiums with Signage (2 stations no charge)
  - \*2 Valet Umbrellas (2 no charge)
  - 2 Phone/Text Flash Parking System (Includes Ticketless Valet Tickets)
  - 2 Two Way Motorola DTR 410 Radios (no charge)
  - \*5 Valet Directional Signs (2 at no charge / 3 start-up cost)
- Professional Uniforms (White Shirt, Black Tie or Green Polo, Black Jacket, Black Pants, Black Shoes)



### Pricing for Year 1

Client is offering their employees and visitors a complimentary valet service. The valet attendants may retain any gratuities offered by employees, patients and visitors of Client

#### **Schedule D1 Wednesday, Thursday and Friday:**

COB Staff	# of Attendants	Hours	Total Hours	Rate/Hour	Labor Cost
COB Valet Supervisor – Lot F	1	8	8	\$35.00	\$ 280.00
COB Valet Attendant – Lot F	1	4	4	\$31.50	\$ 126.00
COB Valet Attendant/Closer – Lot F	1	4	4	\$31.50	\$ 126.00
Total COB Staff	3		16		

<b>Monday thru Friday Daily Labor Cost – Totals</b>	<b>\$532.00 x 3 days = \$ 1,596.00</b>
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WEEKLY TOTAL:	\$ 1,596.00
MONTHLY LABOR TOTAL: (Based on 4.33 weeks/month)	\$ 6,910.68
INSURANCE COST PER MONTH:	\$ 450.00
Monthly Management Fee:	Included in Hourly Rates
Monthly Operational Expenses & Uniforms Expenses:	Included in Hourly Rates
MONTHLY TOTAL (Year 1):	\$ 7,360.68

ANNUAL TOTAL (Year 1):	\$ 88,328.16
*START UP COSTS: (One Time Cost First Month):	\$ 510.00

*2 PHONE/TEXT FLASH PARKING SYSTEM MONTHLY TOTAL (Year 1):	\$ 450.00
1 VALET BOOTH 4 x 6 WITH ELECTRICAL ACCESS (Operator's Equipment):	No Charge
1 KEYper service Express 24 (Client's Equipment):	\$5,589.65

ADJUSTED MONTHLY TOTAL (Year 1):	\$ 7,810.68
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\*Additional Signage for Valet - \$170.00 per sign x 3 = \$510.00 (start up cost)

\*No Additional Podiums for Valet Services - \$550.00 each podium x 2 = \$0.00 (start-up cost)

\*No Additional Umbrellas - \$100.00 each x 2 = \$0.00 (start-up cost)

**Total Start Up Costs: \$510.00**

### Pricing for Year 2 & Year 3

**\*\*Same rate with additional increase of CPI and/or minimum wage increases for 2020 and 2021**



### Pricing for Year 1

Client is offering their employees and visitors a complimentary valet service. The valet attendants may retain any gratuities offered by employees, patients and visitors of Client

### Schedule D2 Wednesday, Thursday and Friday:

COB Staff	# of Attendants	Hours	Total Hours	Rate/Hour	Labor Cost
COB Valet Supervisor – Lot A	1	8	8	\$35.00	\$ 280.00
COB Valet Attendant – Lot A	1	4	4	\$31.50	\$ 126.00
COB Valet Attendant/Closer – Lot A	1	4	4	\$31.50	\$ 126.00
Total COB Staff	3		16		

<b>Monday thru Friday Daily Labor Cost – Totals</b>	<b>\$532.00 x 3 days = \$ 1,596.00</b>
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WEEKLY TOTAL:	\$ 1,596.00
MONTHLY LABOR TOTAL: (Based on 4.33 weeks/month)	\$ 6,910.68
INSURANCE COST PER MONTH:	\$ 450.00
Monthly Management Fee:	Included in Hourly Rates
Monthly Operational Expenses & Uniforms Expenses:	Included in Hourly Rates
MONTHLY TOTAL (Year 1):	\$ 7,360.68

ANNUAL TOTAL (Year 1):	\$ 88,328.16
*START UP COSTS: (One Time Cost First Month):	\$ 510.00

*2 PHONE/TEXT FLASH PARKING SYSTEM MONTHLY TOTAL (Year 1):	\$ 450.00
1 VALET BOOTH 4 x 6 WITH ELECTRICAL ACCESS (Operator's Equipment):	No Charge
1 KEYper service Express 24 (Client's Equipment):	\$5,589.65

ADJUSTED MONTHLY TOTAL (Year 1):	\$ 7,810.68
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\*Additional Signage for Valet - \$170.00 per sign x 3 = \$510.00 (start up cost)

\*No Additional Podiums for Valet Services - \$550.00 each podium x 2 = \$0.00 (start-up cost)

\*No Additional Umbrellas - \$100.00 each x 2 = \$0.00 (start-up cost)

**Total Start Up Costs: \$510.00**

### Pricing for Year 2 & Year 3

**\*\*Same rate with additional increase of CPI and/or minimum wage increases for 2020 and 2021**





## City of Burlingame

501 Primrose Road, Burlingame CA 94010

### Daily Staffing Schedule D1

#### LOT F

Wednesday, Thursday and Friday

EACH DAY	STAFF	SHIFT TIME	TOTAL HOURS
	1 Valet Supervisor	7:45 A.M. – 4:45 P.M.	8.0 (1 hour unpaid lunch)
	1 Valet Attendant	8:00 A.M. – 12:00 P.M.	4.0 (10 min. break)
	1 Valet Closer	2:15 A.M. – 6:15 P.M.	4.0 (10 min. break)
			<b>16.00 (x 3 days)</b>

#### GAINED SPACES: 35-40

- \* Valet service is provided from 8:00 A.M. to 6:00 P.M. One valet will start at 7:45 A.M. to perform opening duties and end at 6:15 P.M. the 15 minutes after 6:00 P.M. is to perform closing duties and return keys of vehicles that remain with valet
- \* Valet stations will be attended by valet staff at all times during operational hours.
- \* Valets and properly placed signage will greet and direct guest to designated stack parking area till lot reaches capacity.
- \* Valet will instruct all guests to give their contact phone number and then issue an electronic valet ticket.
- \* Guest will be informed by valet that after 6:00 P.M. keys can be claimed at designated after-hours, City-staffed location.
- \* During operational hours, vehicles may be claimed by guests via text message reply of electronic valet ticket issued at drop-off from the valet.
- \* By 5:30 P.M. valets will attempt to park vehicles in available parking spaces in near place of drop-off
- \* After 6:00 P.M. valet will inventory after-hour keys and at 6:15 P.M. submit keys to designated after-hours, City staff location for guest to pick up.

**TOTAL LABOR HOURS PER DAY: 16.00**

**TOTAL LABOR HOURS PER WEEK: 48.00**

**TOTAL ESTIMATED LABOR HOURS PER MONTH: 207.84**  
(Based on 4.33 weeks per month)

**541 Taylor Way, Suite #12 San Carlos, CA 94070 Tel: 650-596-5728 Fax: 650-596-5738**



**City of Burlingame**  
**501 Primrose Road, Burlingame CA 94010**

**Daily Staffing Schedule D2**

**LOT A**  
**Wednesday, Thursday and Friday**

<b>EACH DAY</b>	<b>STAFF</b>	<b>SHIFT TIME</b>	<b>TOTAL HOURS</b>
	1 Valet Supervisor	7:45 A.M. – 4:45 P.M.	8.0 (1 hour unpaid lunch)
	1 Valet Attendant	8:00 A.M. – 12:00 P.M.	4.0 (10 min. break)
	1 Valet Closer	2:15 A.M. – 6:15 P.M.	4.0 (10 min. break)
			<b>16.00 (x 3 days)</b>

**GAINED SPACES: 50**

- \* Valet service is provided from 8:00 A.M. to 6:00 P.M. One valet will start at 7:45 A.M. to perform opening duties and the other valet will end at 6:15 P.M. the 15 minutes after 6:00 P.M. is to perform closing duties and return keys of vehicles that remain with valet
- \* Valet stations will be attended by valet staff at all times during operational hours.
- \* Valets and properly placed signage will greet and direct guest to designated stack parking area starting on roof level of garage and direct guest to stack park until upper level reaches capacity.
- \* Valet will instruct all guests to give their contact phone number and then issue an electronic valet ticket.
- \* Guest will be informed by valet that after 6:00 P.M. keys can be claimed at designated after-hours, City-staffed location.
- \* During operational hours, vehicles may be claimed by guests via text message reply of electronic valet ticket issued at drop-off from the valet.
- \* By 5:30 P.M. valets will attempt to park vehicles in available parking spaces in near place of drop-off
- \* After 6:00 P.M. valet will inventory after-hour keys and submit keys at 6:15 P.M. to designated after-hours, City staff location for guest to pick up.

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 (Based on 4.33 weeks per month)