

APPENDIX 4J

PARKING SERVICES

1. DEFINITIONS

In this Appendix, in addition to the definitions set out in Schedule 1 of the Agreement:

“Car Parking Areas” means all car parking lots, including any underground parking lots and any parking structures, and all other areas designated for parking on the Lands, including any open or enclosed ambulance bays; and

“Car Parking Users” means users of those parking areas listed in 2.3(a) of this Appendix.

2. PARKING SERVICES

2.1 General Requirements

- (a) Project Co will perform the Parking Services in compliance with this Appendix and all other requirements of this Agreement. Project Co is responsible for the costs of meeting all such requirements for the Parking Services except where any costs are clearly identified as being Authority costs.
- (b) Project Co will continuously perform the Parking Services throughout the Operating Period, and is responsible for such Services with onsite staffing 24-hours per day 365(6) days per year. For greater certainty, a minimum of two staff are expected to be onsite at all times to support the performance of the Services.
- (c) There may be services or tasks to be performed that are not expressly described in this Agreement, but in performing the Services in this Appendix, Project Co will perform all such tasks as are required by Good Industry Practice.
- (d) This Appendix includes a table that references Performance Indicators applicable to the Parking Services. The Performance Indicators include all provisions of the relevant section of this Appendix referenced in the table and all other Services required or reasonably inferred to be required to perform the relevant Performance Indicator. The Performance Indicators identified will not limit the scope of the Parking Services to be performed.
- (e) Without limiting the requirements of the Agreement, including the other provisions or this Appendix, Project Co will:
 - (1) provide high quality, efficient and flexible Parking Services at all times;
 - (2) provide sufficient number of qualified, trained and competent personnel (which in all cases includes employees or other personnel of Project Co, the Service Providers and Sub-Contractors) with the skills necessary to perform the Services;
 - (3) meet all requirements of applicable Law, Building Code, applicable collective agreement(s) and Authority Policies. Where there are conflicts between Project Co policies and the Authority Policies, Authority Policies will prevail;
 - (4) research and develop new service delivery methods and apprise the Authority of their benefits;
 - (5) manage matters and marshal resources as required to participate in emergency responses and to provide a high level of customer care;

- (6) cooperate with and assist the Authority in the interface and coordination of the other services identified to be delivered by the Authority and/or its contractors other than Project Co and the Service Providers and Sub-Contractors;
 - (7) exercise competent supervision of the Parking Services at all times; and
 - (8) provide all quality assurance and quality monitoring in connection with the Parking Services.
- (f) References in this Appendix to the requirements for Design and Construction, including provisions of Schedule 3 [Design and Construction Specifications] will, in respect of the Other Site Services, be interpreted to apply to the Other Site Facilities and Other Site Services with such changes as are required to give meaning to such references.

2.2 Scope of Service

- (a) Project Co will:
 - (1) provide a secure and safe car parking environment for patients, staff, medical staff, volunteers and visitors to the Facility, their vehicles and their property; and
 - (2) provide traffic management across the car parking areas to ensure the free flow of traffic ensuring access to the Facility at all times.
- (b) For convenience of reference the Parking Services are separated into the following elements, as further described in Sections 2.3 to 2.5 of this Appendix:
 - (1) provision of parking and traffic management and maintenance;
 - (2) parking administration and management; and
 - (3) quality monitoring.
- (c) The intention of this Appendix is that Project Co will provide Parking Services in respect of the whole of the Facility.

2.3 Provision of Parking and Traffic Management and Maintenance

- (a) Project Co will provide parking which must be clearly signed and separately designated for each of the following categories:
 - (1) patient parking;
 - (2) staff and volunteer parking;
 - (3) medical staff parking;
 - (4) visitor parking;
 - (5) individuals with disabilities car parking;
 - (6) drop off zones;
 - (7) taxi parking/queuing;
 - (8) emergency patient/visitor parking;
 - (9) patient transport parking;
 - (10) priority staff parking;

- (11) bicycle and motorcycle parking;
 - (12) ambulance parking; and
 - (13) public transportation including buses.
- (b) Project Co will:
- (1) provide, maintain, operate, and replace when necessary, access and egress equipment, mechanical or otherwise to ensure all Car Parking Areas are used by authorized persons. Such control measures will minimize the potential for causing congestion and will have sufficient capacity to cope with peak traffic flow;
 - (2) ensure all equipment and machinery is commissioned, operated and maintained in good safe working order (at all times) and in accordance with manufacturer's instructions and requirements;
 - (3) in conjunction with the Authority, indicate a mechanism to handle lot full or capacity problems (i.e., overflow access, perpetual stall counter system etc.);
 - (4) regularly inspect, maintain and repair car parking areas and internal roadways including the maintenance and repair of:
 - (A) damaged car park or road surface;
 - (B) curbing, footpaths and railings;
 - (C) grounds and gardens, including overhanging obtrusive vegetation;
 - (D) inadequate street and or car park lighting;
 - (E) road or space definition markings;
 - (F) inadequate, or damaged signage;
 - (G) build-up of fuel or oil marks;
 - (H) build-up of dirt and dust; and
 - (I) vandalism and graffiti;
 - (5) perform regular and scheduled Preventive Maintenance and perform Demand Maintenance on all parking areas and internal roadways;
 - (6) keep all entrances, exits and internal roadways within the Car Parking Areas clear from vehicular and other obstructions thus maintaining free flow of traffic at all times. These responsibilities include but are not limited to:
 - (A) enforced removal of such obstructions at Project Co's expense;
 - (B) dealing with customer complaints in accordance with Project Co's complaint's policy; and
 - (C) acting at all times in a courteous and polite manner.

2.4 Parking Administration & Management

- (a) Project Co will provide a report of all incidents of crime within the Car Parking Areas to the Authority daily.

2.5 Quality Monitoring

- (a) Project Co will conduct a customer satisfaction survey annually or on a frequency to be agreed between the parties. The questions contained in such survey are subject to review by the Authority. Within 30 Business Days following completion of any such survey, Project Co will provide the Authority with a summary of the results, which summary will include average scores per question, a historical trend, surveyor comments, areas for improvement and a strategy for the upcoming period to address any such areas for improvement.

3. PERFORMANCE INDICATORS

Note: In the following table, a Performance Indicator applies, and a Service Failure occurs, either:

- (a) Per Event (PE), meaning that the Performance Indicator applies, and a Service Failure occurs and is recorded, for each separate occurrence of a breach of the Performance Indicator within the applicable reporting period indicated in the “Frequency Reported” column, for an aggregate total of Service Failures recorded for that period and a corresponding Deduction for each of the Service Failures (calculated pursuant to Schedule 8 [Payments]); or
- (b) Per Period (PP), meaning that the Performance Indicator applies, and a Service Failure occurs, only once for each applicable reporting period, with a corresponding Deduction for the Service Failure (calculated pursuant to Schedule 8 [Payments]).

If not clearly indicated to the contrary in the “Performance Indicator” column, the Performance Indicator applies on a PE basis.

A Service Failure that is on a PE basis may also be the subject of a Service Failure on a PP basis, and will be taken into account for both.

PI NO.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
				PR = Per Request PO = Per Occurrence D = Daily W = Weekly MO = Monthly Q = Quarterly S = Semi-Annually (i.e every 6 months) A = Annually R = Randomly, At Any Moment in Time	L = Low Service Failure M = Medium Service Failure H = High Service Failure

PI NO.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time
4J1	2.3(b)(2)	PE - Provision of Parking and Traffic Management - All equipment and machinery is commissioned, operated and maintained in good safe working order at all times and in accordance with manufacturer's instructions and requirements.	CMMS Report / Helpdesk Records	MO	L
4J2	2.3(b)(4)	PE - Provision of Parking and Traffic Management - Parking areas and internal road ways are regularly inspected and any damage is reported promptly to the Help Desk and is repaired accordingly.	CMMS Report / Helpdesk Records	MO	L
4J3	2.3(b)(6)	PE - Provision of Parking and Traffic Management - All entrances, exits and internal roadways within the Facility are free from vehicular and other obstructions at all times.	Helpdesk Records	MO	H
4J4	2.5	PP - Quality Monitoring - A customer satisfaction survey is conducted annually.	Survey	A	M