



Department of
Community Investment

Memorandum

April 30, 2015

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources *DR*
SUBJECT: Downtown Parking Study – Rich & Associates

On February 20, 2015, the Department of Community Investment issued an RFP to five firms for proposals to conduct a downtown parking study. These five firms were:

- Carl Walker, Kalamazoo
- Desman Associates, Chicago
- Nelson Nygaard, Washington DC
- Rich & Associates, Southfield MI
- Walker Parking Consultants, Indianapolis

Scope of work requested was for creative and proactive solutions to current and future parking needs to continue the successful growth and interest in our downtown area, with the selected consultant to develop a detailed and cohesive downtown parking study, to include but not be limited to the following:

- Parking Supply
- Parking Demand
- Pricing
- Parking Management Strategies
- Strategies to meet demand if a parking garage is taken out of supply

All five firms submitted a proposal, and after review by a committee of Aaron Perri, Jitin Kain, Brook Zeeb, and myself, three finalists emerged. Skype interviews were then held with the three finalists, after which it was determined that Rich & Associates was the best fit for South Bend. Costs from the five firms ranged from \$40,270 to \$102,155. Rich & Associates' fee is \$40,465. A final report is expected within 12 weeks from engagement.

Staff requests approval of a Professional Services contract with Rich & Associates, in a not-to-exceed amount of \$50,000, in the event changes in scope are needed as the study progresses.





Rich & Associates, Inc.
26877 Northwestern Hwy., Suite 208
Southfield, Michigan 48033
tel 248.353.5080
fax 248.353.3830

www.richassoc.com

Parking Consultants Architects Engineers Planners

March 12, 2015

Mr. David Relos
Department of Community Investment
City of South Bend
227 W. Jefferson Blvd.
South Bend, Indiana 46601

RE: City of South Bend Downtown Parking Study Proposal (RA # 5515p)

Dear Mr. Relos:

On behalf of **Rich & Associates** I am pleased to submit our proposal to conduct the downtown parking study for the City of South Bend. As one of the nation's oldest and most experienced parking consulting firms, we bring to your project more than 50 years of experience in the study, planning, management and design of downtown parking systems.

As you review our proposal you will see that we have included additional tasks that will enhance the data collected and analyzed as part of this study. This additional information will help the City in making informed decisions on the best course of action to pursue in order to facilitate the City's vision for a walkable and pedestrian friendly downtown.

Our approach is very community oriented. This approach includes a series of public meetings designed to not only inform the public but to gather critical feedback from the public and downtown stakeholders that will be important to the long-term success of any parking plan. We gather key data and characteristics within your community. This process results in an accurate assessment of parking conditions specific to your downtown. Accuracy in the assessment of the parking issues is critical to developing a viable, long-term parking plan that can withstand the test of time by allowing the City a means of easily reassessing new developments impact on the parking.

We look forward to discussing our qualifications and approach with you in more detail. It is my belief that at the end of the selection process, you and the committee will agree that **Rich & Associates** is uniquely qualified to perform this very important analysis for the City of South Bend and Department of Community Investment.

Introduction

Over the past ten (10) years our staff has completed more than 50 similar municipal parking studies and downtown parking management plans throughout the country, including:

City of Gainesville, Florida
City of Royal Oak, Michigan
City of Charlotte (*West End & NoDa*), North Carolina
City of Davidson, North Carolina
City of Fort Dodge, Iowa
City of Williston, North Dakota
City of Joliet, Illinois
Town of Cary, North Carolina
Town of Chapel Hill, North Carolina
City of Louisville (*Nucleus Development*), Kentucky
City of Detroit, Michigan
City of Huntsville, Alabama
City of El Paso, Texas
City of Des Moines (*Downtown and East Village District*), Iowa
City of Champaign, Illinois
City of Brunswick, Georgia
Town of Bay Harbor Island, Florida
City of Downers Grove, Illinois
City of Ithaca, New York
City of Mt. Lebanon, Pennsylvania
City of Ferndale, Michigan
City of Mandan, North Dakota
City of Crystal Lake, Illinois
Town of Surfside, Florida
City of Evanston, Illinois
City of Biddeford, Maine
City of Brighton, Michigan
City of Grosse Pointe, Michigan
Village of LaGrange, Illinois
City of Ocala, Florida
City of Dublin, Ohio
City of Grand Forks, North Dakota



**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE CITY OF SOUTH BEND, INDIANA
AND RICH & ASSOCIATES**

THIS AGREEMENT is made effective the 30th day of April, 2015, by and between the City of South Bend, Indiana, Department of Community Investment, acting by and through the South Bend Redevelopment Commission (the "City") and Rich & Associates, Inc. having their principal place of business at 26877 Northwestern Hwy., Suite 208, Southfield MI 48033 (the "Contractor").

For and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

Section 1. Duties of the Contractor.

The Contractor shall provide the Services which are more particularly described at Exhibit "A" attached hereto and incorporated herein. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

Section 2. Consideration.

The Contractor will be paid as set forth at Exhibit "A". The total consideration under this Agreement shall not exceed the sum of Forty Thousand Four Hundred and Sixty Five Dollars (\$40,465). Any payment that the City may deny or withhold or delay shall not be subject to penalty or interest pursuant to Indiana Code §5-17-5.

Section 3. Term.

This Agreement shall be effective for a period of six (6) months commencing on April 30, 2015 and shall end on October 30, 2015, or earlier upon the acceptance by the City of the final report as required in Exhibit "A".

Section 4. Assignment; Successors.

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the City.

Section 5. Changes in Scope of Services.

The Contractor understands and agrees that it shall not commence any additional work or change the scope of the Services provided unless authorized in writing by the City. No claim for additional compensation shall be made by Contractor in the absence of prior written approval by

the City.

Section 6. Reversion of Assets.

At the conclusion, cancellation, assignment or termination of this Agreement, all work product in whatever form, written, electronic, or otherwise, shall be delivered to the City, and the Parties hereby agree the City and not the Contractor or any of the Contractor's subcontractors or agents, has any ownership interest in the work performed as part of this Agreement.

Section 7. Relationship/Independent Contractor.

Both parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one party shall not be deemed or construed to be the employee(s) or agent(s) of the other party for any purpose whatsoever. Neither party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall be solely responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

Contractor is solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to Contractor in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099 if applicable.

Section 8. Funding Cancellation and Payments.

In accordance with I.C. 36-1-12.5-5(d)(4), payments by the City are subject to appropriation by the South Bend Redevelopment Commission.

Section 9. Non-Collusion and Acceptance.

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the fact of this Agreement.

Section 10. E-Verify.

The Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor is not required to participate in the E-Verify program should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall require its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Section 11. Minority and Womens Enterprise Diversity Development.

Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

Section 12. Signing Authority.

The person signing on behalf of the Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of the Contractor, and has obtained all necessary and applicable approvals to make this Agreement fully binding upon the Contractor after acceptance by the City.

Section 13. Drug-Free Workplace.

The Contractor hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the City within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

Section 14. Governing Law; Compliance with Laws.

This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference. The Contractor shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Agreement. Further, the City shall not be required to pay for Services that are inconsistent with or in violation of this Agreement nor for any Services performed in violation of federal, state or local statute, ordinance, rule or regulation.

Section 15. Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

Rich & Associates, Inc.

By: Richard C. Rich

Its: Richard C. Rich, PE - President (April 23, 2015)

**CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT**

Signature

Printed Name and Title

South Bend Redevelopment Commission

ATTEST:

Signature

Printed Name and Title

South Bend Redevelopment Commission

Signature Page to Service Agreement by and between Redevelopment Commission and Rich & Associates, Inc.

EXHIBIT A

Rich and Associates submitted a proposed scope of work (Section 4), fee schedule and time schedule (Section 5) for the completion of the Downtown Parking Study for the City of South Bend, Indiana as part of a formal proposal dated March 13, 2015. The highlights of the scope of work from the proposal are noted below. Any discrepancy between the highlighted items noted below and the detailed proposal, the proposal dated March 13, 2015 shall take precedence.

Proposed Scope of Work

1.0 Initial Meetings

- 1.1 Kickoff Meeting
- 1.2 Public Meetings

2.0 Field Research and Data Collection

- 2.1 Parking Space Inventory
- 2.2 Land Use Review
- 2.3 Parking Utilization Analysis
- 2.4 Community Surveys
- 2.5 Stakeholder Interviews
- 2.6 Parking Operations & Management
- 2.7 Benchmarking

3.0 Parking Demand Projections

- 3.1 Current Demand
- 3.2 Future Demand
- 3.3 Review of Current and Future Parking
- 3.4 Timing for New Parking

4.0 Preliminary Report Meeting

- 4.1 Public Meeting #2
- 4.2 Additional Stakeholder Meetings

Phase 2 – Recommendations

5.0 Parking Recommendations

- 5.1 Parking Management Strategies
- 5.2 Parking Zoning Requirements
- 5.3 Marketing/Signage/PR
- 5.4 Existing Parking Assets
- 5.5 New Parking Analysis

6.0 Funding Strategies

7.0 Revenue and Pro Forma Analysis

8.0 Reports

- 8.1 Draft Final Report
- 8.2 Draft Report Meeting
- 8.3 Report Modifications
- 8.4 Final Report

9.0 Final Presentation

Time Schedule

The anticipated time schedule to present a final report for this project is 12 weeks from the initial kickoff meeting. Rich anticipates that the initial kickoff meeting shall take place in South Bend within 7 to 10 days of the notice to proceed. At this same time, Rich will begin the field data collection and present the study process at the first public meeting. Rich anticipates that a preliminary report and second public meeting will be held approximately seven weeks after the initial meeting. The final report will be provided to the City approximately five weeks later (Week 12) with a presentation to the City Council at a time to be determined by the City. A detailed schedule of various tasks is included as part of the proposal dated March 13, 2015.

Fee Proposal

Rich has proposed a professional fee of Thirty-four thousand, nine hundred and forty dollars (\$34,940) plus estimated reimbursable expenses of five thousand five hundred twenty-five dollars (\$5,525) for a total costs to complete the study of forty thousand, four hundred sixty-five dollars (\$40,465). The reimbursed expenses include travel, printing and reproduction of ten (10) copies each of the preliminary and final report. Travel expenses include six (6) person trips to South Bend during the course of the study to conduct fieldwork, attend meetings and presentations as described in the scope of work.