Downtown Investment Authority

MEMORANDUM

TO: Greg Pease, Chairman
Professional Services Evaluation Committee (PSEC)

FROM: Aundra Wallace, Chief Executive Officer
Downtown Investment Authority

SUBJECT: Amendment to Contract 10368 between the City and Timothy Haahs and Assoc., Inc

DATE: January 17, 2018

On behalf of the City of Jacksonville through the Downtown Investment Authority ("DIA"), as the Chief Executive Officer for DIA, I would like to amend the Agreement (10368) between the City of Jacksonville and Timothy Haahs and Assoc., Inc. (the "Contractor"), to revise Section 2. Compensation of the contract by changing the Contract Fee Summary attached as Exhibits B-1 and B-2.

The DIA and the Contactor, mutually desire to amend the Contract Fee Summary as attached, to remove references to Expenses and base the compensation on fees alone (a "Lump Sum"), with the Contractor (and sub-contractors) absorbing their own costs and expenses associated with performing the services as specified in Exhibit A. the scope of Services. No changes are being made to the approved Scope of Services nor the Maximum Indebtedness of the City.

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P-47-17
10368

SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TIMOTHY HAAHS & ASSOCIATES, INC.
FOR
DOWNTOWN JACKSONVILLE PUBLIC PARKING STRATEGY AND IMPLEMENTATION PLAN

THIS CONTRACT, made and entered into this 22 day of Nov, 2017 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and TIMOTHY HAAHS & ASSOCIATES, INC., a Pennsylvania corporation (the "CONTRACTOR"), with principal offices at 550 Township Line Road, Suite 100, Blue Bell, Pennsylvania, 19422.

WHEREAS, the CITY (as the "City") issued a Request for Proposal No. P-47-17 (including all addendum, the "RFP"), bid date May 17, 2017, for certain services described in the RFP and Exhibit A attached hereto and incorporated herein by this reference (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the RFP dated May 15, 2017, 2017 consisting of 32 pages (the "Response"), the CITY has negotiated and awarded this Contract to CONTRACTOR;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by CONTRACTOR as specified in the RFP and the Response.

2. **Compensation**. CONTRACTOR will be paid by the CITY for the Services as specified on the Contract Fee Summary attached hereto as Exhibits B-1 and B-2.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed ONE HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED SIXTY-FIVE AND NO/100 ($195,765.00).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2018, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to one additional six (6) month period by (i) the CITY in it its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

EXHIBIT A
SCOPE OF SERVICES

Phase I. Downtown Jacksonville Public Parking Strategy and Implementation Plan Scope of Services

Consultant may analyze Downtown in terms of subareas based on geography, development patterns, Zoning Overlay Districts, etc If subareas are proposed, the following tasks will by and reflect those subareas.

<u>Tasks</u>

1. Inventory and record hourly, daily, and monthly parking facilities by subarea (if applicable), which is to include on-street parking, publicly and privately owned or managed surface and structured parking. Inventory is to include capacity (i.e. number of spaces), utilization rates, occupancy/turnover, pricing, ownership/management, and time restrictions.

2. Catalog buildings with known or reported parking deficiencies based, in part, on building square footage, occupancy rates, and dedicated on- or off-site parking supply. Identify if and how those deficiencies are being met.

3. Obtain and review existing public parking incentive agreements, which is to include, at a minimum, duration, value, number of spaces, etc.

4. Perform parking counts for weekday, weekend and at least one special or sporting event. Consultant will propose frequency of the parking counts in their response; however, for non-special or non sporting event days, at a minimum counts shall include work week daily and evening counts, daily and evening weekend counts.

5. Identify future, proposed or ongoing development plans by land use, location, size (square footage, residential units, etc.), and completion horizon (e.g. 1-2 years, 3-5 years, etc.); inventory and analyze current building vacancies and how their absorption affects parking demand.

6. Obtain and review existing reports, studies, statistical data, Zoning requirements, etc. relating to transportation, transit, public parking, current and proposed land uses, and off-street parking requirements, and other information as may be deemed necessary by the DIA and Office of Public Parking during contract negotiations.

7. Compare hourly, daily and monthly pricing for both publicly and privately-managed on-street and off-street parking other Downtowns of similar character.

8. Conduct a sample survey of the on-street and off-street (i.e. surface lot, parking garage) utilization by trip type (e.g., business, residential, etc.)

EXHIBIT A

SCOPE OF SERVICES

Phase II. Residential On-Street Parking Program

Consultant will recommend where and how Residential On- Street Parking Program(s) may be applied in the Springfield, Riverside, Avondale, San Marco, and Downtown neighborhoods.

1. In conjunction with the Office of Public Parking, DIA and City, recommend where and how Residential On-Street Parking Program(s) may be applied within the Springfield, Riverside, Avondale, San Marco, and Downtown.

2. Hold meeting(s) with relevant neighborhood groups within the Springfield, Riverside, Avondale, San Marco, and Downtown neighborhoods.

3. For those neighborhoods determined by the Consultant as benefiting from a Residential On-Street Parking Program, in conjunction with the Office of Public Parking, DIA, the City's Public Works Department, and the City's Planning and Development Department, develop a Residential On-Street Parking Program(s). Initial and annual cost of program implementation should be included as part of this Phase II Task 3.

Reporting

A. Periodic Reporting: It is anticipated that a working committee comprised of one member from the Downtown Investment Authority ("DIA"), one member of the Downtown Development Review Board ("DDRB"), a private parking facility owner/management representative, Jacksonville Transportation Authority, Office of Public Parking, DIA and City staff will be developed. Periodic reporting and submittal of draft documents, maps, data, etc. will be required, the specifics of which will be determined during contract negotiations.

B. Draft Reports: The based on review and comment by the working committee, the Consultant will present a draft report at a special meeting of the DIA.

C. Final Report: Based on review and comment by the DIA, the Consultant will present a final report at a special meeting of the DIA.

Exhibits B-1 and B-2

Contract Fee Summary

P-47-17 Jacksonville Downtown Public Parking Strategy Implementation Plan
Fee Schedule

Exhibit B-1

	Lump Sum Fee				
	TimHaahs	SP+	NewTown Advisors	Klas Global	Total
Phase I - Public Parking Strategy and Implementation Plan	**$81,305**	**$16,640**	**$0**	**$14,800**	**$112,745**
Task 1 - Parking Inventory	$15,390	$0	$0	$0	$15,390
Task 2 - Catalog Buildings	$4,560	$0	$0	$0	$4,560
Task 3 - Obtain/Review Agreements	$1,520	$0	$0	$0	$1,520
Task 4 - Parking Occupancy Counts	$24,750	$15,200	$0	$0	$39,950
Task 5 - Identify Future Development & Vacancy Growth	$4,560	$0	$0	$0	$4,560
Task 6 - Obtain/Review Reports, Data, Zoning Requirements	$3,040	$0	$0	$0	$3,040
Task 7 - Benchmark Parking Rate Analysis	$3,040	$0	$0	$0	$3,040
Task 8 - Survey of Utilization by Trip Type	$2,280	$1,440	$0	$4,300	$8,020
Task 9 - Stakeholder Interviews/Meetings	$6,435	$0	$0	$10,500	$16,935
Task 10 - Quantify Current Adequacy/Recommendations	$3,040	$0	$0	$0	$3,040
Task 11 - Quantify Future Adequacy/Recommendations	$3,040	$0	$0	$0	$3,040
Task 12 - Review Ordinances vs. City Objectives	$3,040	$0	$0	$0	$3,040
Task 13 - Coordinate Parking Signage/Wayfinding	$6,610	$0	$0	$0	$6,610
Phase II - Residential On-Street Parking Program	**$8,970**	**$0**	**$8,750**	**$5,500**	**$23,220**
Task 1 - Recommend RPP Locations	$380	$0	$1,000	$0	$1,380
Task 2 - Neighborhood Meetings (2 consecutive days)	$4,790	$0	$5,750	$5,500	$16,040
Task 3 - Develop an RPP Program & Costs	$3,800	$0	$2,000	$0	$5,800
Reporting/Meetings	**$50,300**	**$0**	**$4,700**	**$4,800**	**$59,800**
Kick-Off Meeting	$8,080	$0	$1,700	$2,100	$11,880
Working Committee Coordination/Monthly Updates	$7,600	$0	$0	$0	$7,600
Draft Report	$8,180	$0	$0	$250	$8,430
Draft Report Presentation	$9,130	$0	$0	$1,100	$10,230
Final Report	$8,180	$0	$250	$250	$8,680
Final Report Presentation	$9,130	$0	$2,750	$1,100	$12,980
PROJECT TOTAL	**$140,575**	**$16,640**	**$13,450**	**$25,100**	**$195,765**