

RESOLUTION R- 68-06

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR A PARKING CONSULTANT/ DOWNTOWN WHEATON PARKING STUDY

WHEREAS, the City of Wheaton, Illinois ("City") is an Illinois Home Rule Municipality pursuant to provisions of Article VII, Section 6, of the Illinois Constitution of 1970, and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and


WHEREAS, the City has solicited proposals and received four proposals from professional parking consultants to prepare a parking study for the Downtown; and

WHEREAS, upon review of the four proposals, City staff is recommending to the Mayor and City Council that the proposal received from Walker Parking Consultants, Inc., Elgin, Illinois, be accepted; and

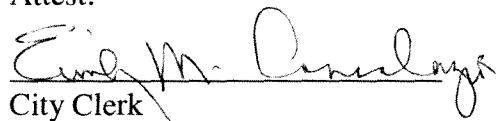
WHEREAS, the City has determined the proposal provided by Walker Parking Consultants, Inc. meets the City's needs for professional services for the Downtown Wheaton parking study project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign and the City Clerk is authorized to attest to an agreement between the City of Wheaton and Walker Parking Consultants, Inc., as attached hereto and made a part thereof.

ADOPTED this 18th day of September, 2006.


Mayor

Attest:


City Clerk

Ayes:

Roll Call Vote:

Councilwoman Corry
Councilman Johnson
Mayor Carr
Councilman Levine
Councilman Mouhelis
Councilman Suess
Councilman Bolds

Nays:

None

Absent :

None

Motion Carried Unanimously

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**Agreement between the City of Wheaton, Illinois
And Walker Parking Consultants, Inc., Elgin, Illinois
*Downtown Parking Study***

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and Walker Parking Consultants, Inc. ("Consultant"), 505 Davis Road, Elgin, IL 60123.

WITNESSETH:

Whereas, the City has determined that it is necessary to obtain professional services for the purpose of preparing a Downtown Parking Study ("Project") as more fully recited in the Request for Proposal, a copy of which is attached hereto and incorporated herein as Exhibit A; and

Whereas, the City has heretofore requested proposals for the professional services necessary to perform and complete all the services as specified in Exhibit A; and

Whereas, the Consultant did submit a proposal to the City for the services specified dated August 4, 2006, which is attached hereto and incorporated herein as Exhibit B; and

Whereas, the City did on the 18th day of September, 2006 select the Consultant for the services specified in this Agreement and Exhibits.

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Consultant hereto do hereby agree as follows:

1. *Scope of Services.* The Consultant shall perform the services as described in the Consultant's Scope of Services identified in Exhibit B. The Consultant represents and warrants that it shall perform the services in a manner consistent with the level of care and skill customarily exercised by other professional Consultants under similar circumstances.

2. *Compensation.* The City shall compensate the Consultant for services performed as described in the Consultant's Proposal Cost identified in Exhibit B. Compensation shall be based on monthly invoices submitted to the City for services performed in conjunction with the project in the Consultant's previous billing cycle. Payment by the City shall be made within thirty (30) days from the date of the invoice.

3. *Additional Services.* The Consultant shall perform only those services specified in this Agreement and attached Exhibits. In the event the Consultant or the City determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the City. Terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

4. *Hold Harmless and Indemnification.* The Consultant shall defend, hold harmless, and indemnify the City, its directors, officers, employees, and agents, from and against any and all

liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

- a) The Consultant's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of the contract documents pertaining to the Consultant's services; or
- b) The negligence or willful misconduct of the Consultant, its employees, agents, representatives, and subcontractors.

The City shall defend, hold harmless, and indemnify the Consultant, its directors, officers, employees, and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

- a) The City's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of the contract documents pertaining to the City's work; or
- b) The negligence or willful misconduct of the City, its employees, agents, representatives, and subcontractors.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

5. Insurance. The Consultant and each of its agents, subcontractors, and consultants hired to perform any services provided for herein shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the City against claims and liabilities which may arise out of the services referred to in this Agreement. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverage's shall include, but not necessarily be limited to, the following:

- a) Worker's compensation insurance with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each employee/disease.
- b) Commercial general liability insurance protecting the Consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000.00) aggregate bodily injury/property damage combined single limit.

The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured.

c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident bodily injury/property damage combined single limit.

d) Umbrella or excess liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence bodily injury/property damage combined single unit. The umbrella or excess coverage shall apply in excess of the limits stated in subparagraphs B and C above, and shall either include an endorsement naming the City as an additional insured or provide "following form" coverage for the primary insurance.

e) Professional liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim covering the Consultant against all sums which the Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error, or omission of the Consultant or of any person employed by the Consultant or any others for whose actions the Consultant is legally liable. The professional liability insurance shall remain in force for a period for not less than four (4) years after the completion of the services to be performed by the Consultant under this contract.

6. *Compliance with Laws.* The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the performance of the services required under this Agreement.

7. *Termination of Contract.* If the Consultant fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Consultant. In the event of a termination, the City shall pay the Consultant for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to the Consultant's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

8. *Discrimination Prohibited.* The Consultant shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Consultant agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

9. *Status of Independent Consultant.* Both the City and the Consultant agree that the Consultant will act as an Independent Consultant in the performance of duties under this Agreement. Accordingly, the Independent Consultant shall be responsible for payment all taxes

including federal, state, and local taxes arising out of the Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. The Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. The Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of the City, and the Consultant specifically agrees that it shall not do so. The City shall have no obligation to provide any compensation or benefits to the Consultant, except those specifically identified in this Agreement. The City shall not have the authority to control the method or manner by which the Consultant complies with the terms of this Agreement.

10. *Assignment; Successors and Assigns.* This Agreement may not be assigned by either of the parties hereto without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. *Recovery of Costs.* In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.

12. *Notification.* All notification under this Agreement shall be made as follows:

If to the Consultant:
Walker Parking Consultants, Inc.
Attn: Gary H. Koch, P.E.
505 Davis Road
Elgin, IL 60123

If to the City:
City of Wheaton
Attn: Director of Planning and Economic
Development
303 W. Wesley Street, Box 727
Wheaton, IL 60189-727

13. *Waiver.* Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

14. *Integration.* The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

15. *Non-disclosure.* During the course of the work specified in this Agreement, the Consultant may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. The Consultant shall not use such information for any purpose other than

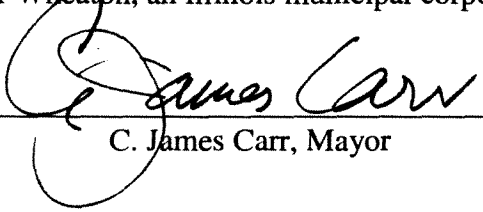
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described in this Agreement and Exhibits and shall not directly or indirectly disclose such information to any third party without the express written consent of the City.

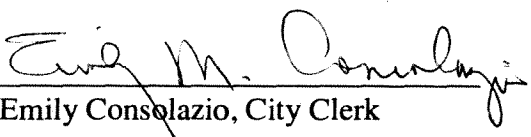
16. *Severability.* If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

In Witness Whereof, the parties have entered into this Agreement this 18th day of September, 2006

City of Wheaton, an Illinois municipal corporation

By 
C. James Carr, Mayor

Attest:


Emily Consolazio, City Clerk

Walker Parking Consultants, Inc.

By _____
Its

Attest:

MILESTONE/DELIVERABLE SCHEDULE**WALKER**
PARKING CONSULTANTS**SCHEDULE**

The schedule listed below is consecutive and is predicated on the timely receipt of requested information from the City and all other authoritative sources.

Task	Description	Time (weeks)
1	Startup, Data Collection and Consensus Building	2 - 3
2	Parking Supply and Demand	3 - 4
3	Parking Alternatives	3 - 4
4	Parking System Analysis	2 - 3
5	Methods of Financing	2
6	Review Parking Ordinances	2
7	Final Report and Presentation	<u>2 - 3</u>
Total Elapsed Time		16 - 21

A total of four (4) site visits to verify data and meet with the client are planned for this assignment. If additional meetings with, or presentations to public officials or other bodies are required, they will be considered an additional service beyond the scope of this assignment and can be handled on an hourly basis.

PROPOSAL COSTS



WALKER
PARKING CONSULTANTS

PROFESSIONAL FEE

Walker proposes to provide the services described above on a lump sum fee basis plus reimbursable expenses. Reimbursable expenses will be billed at 1.1 times the actual cost and includes the following: travel and subsistence of all principals and staff traveling in the course of the project, toll telephone calls and facsimile transmissions, postage and express delivery, reproduction of reports and drawings, and similar project-related items. The following is our fee for each phase of the assignment:

Task	Description	Fee
1	Startup, Data Collection and Consensus Building	\$8,800.00
2	Parking Supply and Demand	12,200.00
3	Parking Alternatives	9,200.00
4	Parking System Analysis	7,800.00
5	Methods of Financing	4,400.00
6	Review Parking Ordinances	\$4,600.00
7	Final Report and Presentation	<u>\$4,800.00</u>
Total		\$51,800.00

The pricing for each individual phase represents an economy of scale. We have combined meetings, research time, and other items to reduce the costs in each phase. If the work on each phase were to be completed independently, the cost for each phase would be higher.

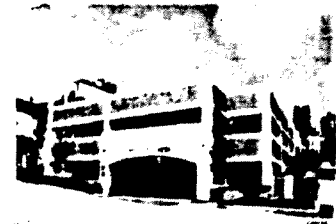
SCOPE OF WORK



WALKER
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TASK 6: REVIEW THE CITY OF WHEATON'S PARKING ORDINANCES

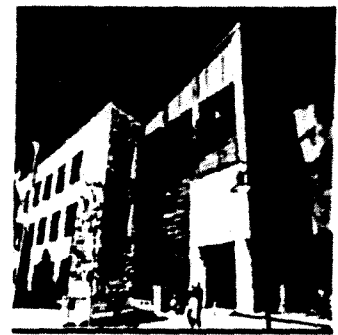
1. Obtain a copy of the City's Ordinances that pertain to parking.
2. Review the parking ordinances to determine if they meet the present needs of the community.
3. Recommend a modification to the City's parking ordinances. Those modifications could include the following:
 - a. land use parking requirements
 - b. parking facility geometrics
 - c. shared parking
 - d. parking facility construction requirements
4. Prepare task report summarizing Walker's review of the City's parking ordinances.
5. Discuss the draft report with the City, incorporate their comments one-time into the final report



St. Charles West Parking Structure

TASK 7: FINAL REPORT AND PRESENTATION

1. Prepare a final report for Tasks 1 through 6, complete with the following:
 - a. description of study methodology
 - b. tables containing key information
 - c. graphs if necessary
 - d. maps showing parking facilities and parking rates
 - e. executive summary documenting synthesis of findings
 - f. discuss with appropriate parties
2. Present the final report in a public format as directed by the City.
3. Obtain feedback regarding final report and public presentation from a City representative, finalize report, and issue 10 copies of the final report plus an electronic copy in PDF format.



Oak Park Library

SCOPE OF WORK



WALKER
PARKING CONSULTANTS

5. Two site visits are planned for this task. The site visits will include a review of current departmental policies and procedures, and operational procedures.
6. Prepare a parking management plan that recommends changes to parking management strategies and methods of operation.
7. Prepare task report summarizing the parking system analysis.
8. Discuss the draft report with the City; incorporate their comments one-time into the final report.



Metropolitan Square

TASK 5: METHODS OF FINANCING PARKING IMPROVEMENTS

1. Investigate alternative methods of financing the parking facility improvements. Potential methods of financing could include, but are not limited to: assessment districts, fees in lieu of providing parking, general obligation bonds, and lease with option to buy.
2. Identify revenue sources that would be pledged to the payment of parking-related debt. Sources of revenue may include, but are not limited to: an annual contribution from a Special Improvement District and/or monthly and transient parking operations.
3. Based on information derived from Walker's Parking Alternatives Analysis, prepare a conceptual estimate of project costs for the proposed parking improvements.
4. Determine whether a Financial Analysis of the proposed parking improvements is required to fulfill due diligence requirements of the funding source(s). If so, a Financial Analysis would be conducted under a separate agreement.
5. Prepare task report summarizing the methods of financing.
6. Discuss the draft report with the City and incorporate their comments one-time into the final report.



Holley Court, Oak Park Mall

SCOPE OF WORK



WALKER
PARKING CONSULTANTS

10. Develop a recommended plan for improvements, including phasing of components corresponding to projected needs
11. Prepare task report summarizing the alternatives analysis.
12. Discuss the draft report with the City; incorporate their comments one-time into the final report.

TASK 4: PARKING SYSTEM ANALYSIS

1. Meet with the representatives of the City to analyze current
 - a. on- and off-street parking policies;
 - b. parking enforcement policies;
 - c. rate and fines structures;
 - d. parking system financial statements;
 - e. parking system strategic and business plans;
 - f. logistical problems;
 - g. program administration; and
 - h. departmental organization and staffing.
2. Compare current parking system rates and fines against other similarly-sized cities and Walker's database and recommend new rates and/or fines as needed.
3. Develop a comprehensive strategic and business plan that will address and make recommendations regarding:
 - a. the proper function of a department to handle on-street and off-street parking;
 - b. expense reduction scenarios;
 - c. reporting procedures that such a department can best function;
 - d. staffing requirements necessary to handle the administrative logistics;
 - e. methods of handling parking revenues;
 - f. how such revenues might be used to enhance the city's parking program;
 - g. data management procedures;
 - h. enforcement policies.
4. Present business and strategic plans to the City for review. The revised strategic and business plans will be included in the final report.



Government Center Parking Structure
Wheaton, IL



Judicial Center Parking Structure - Wheaton, IL

SCOPE OF WORK

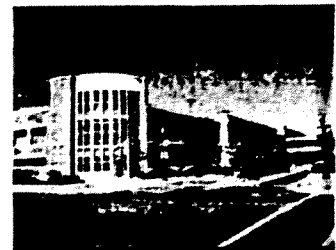


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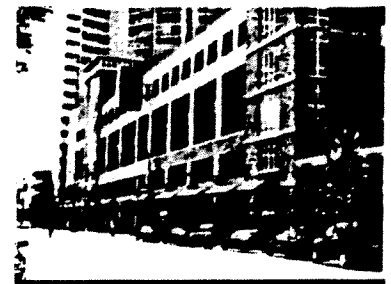
6. Prepare task report summarizing the supply/demand analysis.
7. Discuss the draft report with the City, incorporate their comments one-time into the final report

TASK 3 – PARKING ALTERNATIVES

1. Review existing vehicular and pedestrian access and circulation patterns for their relationship to existing and proposed parking facilities in the study area.
2. Determine if different buildings can share parking facilities.
3. Determine if different parking management strategies could better utilize the existing and proposed parking supply.
4. Identify multiple new parking solutions (surface and/or structured) to resolve any parking deficits as determined in Task Two.
5. Determine conceptual construction and project costs including estimated operational expenses to enable a comparison of the costs of each alternative on an "apples-to-apples" basis.
6. Prepare a location site plan showing the footprint of each parking solution.
7. Evaluate the various alternatives on the basis of qualitative criteria to be mutually agreed upon with the City of Wheaton. The criteria may include, but are not limited to, capital cost, life cycle cost, ability to generate revenue, location, visibility, pedestrian access, vehicular access, traffic impact, aesthetics, implementation time, security, inter-modal transfer points, and future versatility. A weighted matrix will be used to achieve more objectivity and to rank the alternatives.
8. Prepare conceptual functional renderings, if authorized by the City of Wheaton, of selected potential solutions. This task will be considered an additional service and would be billed on an hourly rate plus reimbursable expense basis.
9. Meet with the City to discuss the conceptual designs and present the matrix analysis to agree upon weighting and other considerations.



Elgin Family Recreation Center



Maple Avenue

SCOPE OF WORK



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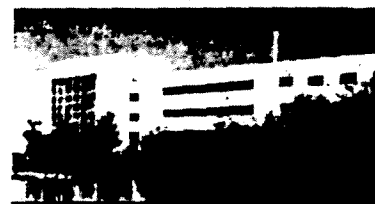
8. Obtain an inventory of on- and off street parking spaces in the study area. Field verify the inventory, tabulate and summarize on a block-by-block basis and activity center basis. Tabulation will include block identification, capacity, public vs. private, parking rates, and time restrictions.



Northwestern University - Hurler Square

TASK 2: PARKING SUPPLY AND DEMAND ANALYSIS

1. Perform a parking occupancy study within the downtown study area to determine peak occupancy. The field survey shall be performed on a peak weekday from 10:00 a.m. to 6:00 p.m. at two-hour increments.
2. Using shared parking methodology, calculate existing parking demand on a block-by-block and activity center basis for the study area based upon parking ratios determined from Walker's database, ITE Parking Generation¹ and ULI Shared Parking² for similar land uses. Adjust parking ratios for employee drive ratio, seasonal factors, and captive market effects. Develop a computer model of existing parking demand and calibrate against field observations for the downtown study area.
3. Compare the calculated parking demand to the existing parking supply to determine the existing parking surplus or deficit on a block-by-block and activity center basis in the downtown study area.
4. Contact City of Wheaton Planning and Economic Development Department representatives to identify potential planned developments. Up to three different developments will be analyzed. Assess the impact of these developments on future parking conditions.
5. Determine future parking surpluses and deficiencies (through 2016) for the downtown study area by block and activity center basis within the study area based on available local data, national averages, Walker Parking Consultants' experience and shared use methodology.



Sears Parking Structure



University of Chicago

¹ Institute of Transportation Engineers (ITE), *Parking Generation*, 3rd Edition, 2004

² Urban Land Institute (ULI), *Shared Parking*, Second Edition, 2005.

SCOPE OF WORK



WALKER
PARKING CONSULTANTS

The basic services to be provided by Walker Parking Consultants for the City of Wheaton will be performed in seven tasks as follows:

PROPOSED SCOPE OF SERVICES

TASK 1: STARTUP MEETINGS, DATA COLLECTION AND CONSENSUS BUILDING

1. Meet with representatives of the City of Wheaton to further clarify study objectives, review the work plan, set work session dates, and finalize the project schedule. At this meeting, the lines of communication and a schedule of deliverables will also be established.
2. Obtain available land use data of existing buildings within the study area from the City. Where land use data is lacking, Walker will conduct field investigations, utilize aerial photographs and City knowledge to complete the land use data for the remaining parcels. Data to be provided by City and/or determined by Walker includes square footage of each building, type of land use, and leased occupancy.
3. Obtain from the City a base map for the study area in an electronic format.
4. Obtain from the City and review available reports, studies, planning documents and statistical data regarding the study area.
5. Meet with various stakeholders individually, which could include Chamber of Commerce, the city's business community, elected officials, concerned citizens and others so designated by the City to hear their parking concerns from their perspective for the downtown area. These listening sessions would occur over a one-day period.
6. Meet with Metra officials to discuss ridership and latent parking demand at their Wheaton Station.
7. Conduct an open forum, which will provide the public an opportunity to express their parking concerns for the Downtown Business District. The open forum will consist of a short presentation by Walker discussing the scope of the study followed by citizen input. Reply cards will also be provided for those that would like to present their parking concerns in writing.



Wheaton Place



Gateway Center