

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Lawrence, Kansas, a municipal corporation, and Desman, Inc., a New York corporation.

### RECITALS

- A. The City of Lawrence, Kansas ("City"), a municipal corporation, is in need of parking planning services.
- B. Desman, Inc. ("Consultant"), a New York corporation, has expertise in strategic planning, organizational assessments, and related activities.
- C. The City, wishes to engage Consultant as an independent contractor to perform the needed services, which are described in detail in Consultant's letter dated November 17, 2016 (a copy of that document is affixed hereto as Exhibit A).
- D. The Consultant is willing and able to provide the services for which the City wishes to engage it and agrees to perform those services in accordance with the terms and conditions of this Professional Services Agreement, as set forth below.

### TERMS

**NOW, THEREFORE**, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. Engagement.** The City hereby engages Consultant as an independent contractor to perform the services hereinafter described and Consultant hereby accepts that engagement.

#### **SECTION 2. Services.**

- (a) **Scope of Services.** Consultant shall perform those services ("Contract Services") specifically described in Exhibit A, which document is affixed hereto and incorporated herein by reference as if set forth in full. The parties may agree at any time to expand or modify the scope of the Contract Services. Such agreement shall be in writing and shall be attached to this Professional Services Agreement as an Addendum.
- (b) **Subcontracting Services.** Consultant may not, without first obtaining written consent of the City, subcontract any of the Contract Services.

- (c) **Time of Performance.** Upon execution of this Professional Services Agreement, Consultant shall commence performance of the Contract Services in accordance with the time-table established at Exhibit A.
- (d) **Expiration.** Unless otherwise terminated earlier, this Professional Services Agreement will expire upon Consultant's submission to the City of the final plan and presentation of the final plan to the City at a public meeting.
- (e) **Qualified Personnel.** Consultant shall provide sufficient qualified personnel to perform the Contract Services. Additionally, Consultant agrees to provide qualified personnel to perform analysis, to prepare reports, and to perform other duties hereunder, as may reasonably be requested by the City.
- (f) **Performance.** In performing the Contract Services, Consultant agrees to take all steps necessary for the full and effective performance of those tasks.

### **SECTION 3. Compensation and Reimbursement of Expenses.**

- (a) **Compensation.** Subject to the limitations established at Section 3(c), City shall pay Consultant for the actual hours that Consultant's professional staff spends performing the Contract Services. City shall also pay Consultant for Subcontracting Services authorized by the City in accordance with Section 2(b). The parties agree that the amounts payable to Consultant for actual work performed shall in no way be dependent upon the nature of the conclusions reached or the reports or advice given by Consultant; nor are they dependent upon the success or lack of success of the City's project(s).
- (b) **Reimbursement for Expenses.** Subject to the limitations established at Section 3(c) and in addition to the City's payment of Compensation as established at Section 3(a), the City agrees to reimburse Consultant for all out-of-pocket expenses and related administrative expenses incurred by Consultant in connection with the performance of the Contract Services established by this Professional Services Agreement, including but not limited to long-distance telephone calls, postage, travel expenses, public forums in Douglas County, Kansas, supplies used at the public forums, other communications costs, and the costs of computer time. The City also agrees to pay directly all expenses for any printed materials needed for advertisement of the public forums. Such costs may include print advertising, public placards, public advertising, and flyers.

- (c) **Maximum Compensation and Reimbursement.** Unless otherwise agreed upon by the parties in writing, the maximum total amount payable to Consultant **(i)** as compensation for Contract Services and any Subcontracting Services under Section 3(a) and **(ii)** as reimbursement for expenses under Section 3(b), shall not exceed the sum of **EIGHTY THOUSAND SIX HUNDRED NINETY DOLLARS AND NO CENTS** (\$80,690.00). Unless otherwise agreed by the parties in writing, Consultant shall not be requested to provide Contract Services or to incur related expenses to the extent that the cost of such Contract Services or related expenses would exceed \$80,690.00. Maximum Compensation and Reimbursement for Expenses shall be based on the amounts listed in Exhibit A.
- (d) **Payment Terms.** Consultant shall send invoices to City, not more frequently than once per month, setting forth the Contract Services performed and the amount of Compensation under Section 3(a) and Reimbursement for Expenses under Section 3(b) due under this Professional Services Agreement. To be eligible for reimbursement, all expenses shall be listed individually and shall be accompanied by receipts or other applicable documentation establishing that Consultant has incurred those expenses in the course of performing under this Professional Services Agreement. All invoices are payable upon receipt by the City. The City agrees to make such payment within thirty days of receipt of the invoice. The City also agrees to accept electronic invoices for services and scanned copies of receipts and other documentation. Consultant agrees to provide the City with originals before the City is obligated to pay the invoice.
- (e) **Failure to Pay.** If the City fails to pay an invoice within 45 days of receipt thereof, Consultant may, without waiving any claim or right against the City, suspend services under this Professional Services Agreement until the City has paid in full the amount due and owing Consultant.

**SECTION 4. Termination of Professional Services Agreement.** The parties may terminate this Agreement at any time, for convenience or for cause, upon ten (10) days written Notice to the other party. In the event that the City terminates the Agreement for convenience, then it shall pay Consultant for Contract Services satisfactorily performed by the Consultant and for all associated expenses incurred therewith prior to the termination. Under no circumstance, in the event of termination of this Professional Services Agreement, will the Consultant be entitled to recover anticipated profits or consequential damages. The provision regarding indemnity shall survive the termination of this Professional Services Agreement.

## SECTION 5. Reports and Documents.

- (a) **Property and Possession.** All reports, studies, analyses, memoranda, and related data and material, as may be developed during the performance of the Contract Services, shall be submitted to and shall be the exclusive property of the City, which shall have the right to use the same for any purpose without further compensation to Consultant. Consultant may use its own proprietary software for the purposes of generating the data required by this Professional Services Agreement. The parties agree that the City shall retain all rights to the data generated, but that the Consultant shall retain all rights to the proprietary software.
- (b) **Status of Documents upon Expiration or Termination.** If this Professional Service Agreement expires or is terminated for any reason, including cause, all finished or unfinished documents prepared as part of the Contract Services shall immediately be transmitted to the City by Consultant, with the exception of the Consultant's proprietary software, as noted in Section 5(a).
- (c) **Confidentiality.** Consultant shall not release to any person except the City and its authorized agents any reports or related materials prepared for the City by the Consultant as the Contract Services and maintained confidentially by the City. This Professional Services Agreement, however, does not preclude Consultant from providing any service (whether or not similar in nature to the Contract Services hereunder) in behalf of other clients in the City of Lawrence, Kansas, or elsewhere.

All reports and documents prepared, assembled, or compiled by Consultant pursuant to the terms of this Professional Services Agreement are to be considered confidential and Consultant agrees that it will not, without prior written consent of the City, submit or make the same available to any individual, agency, public body, or organization other than the City and its authorized agents, except as may otherwise herein by provided.

## SECTION 6. Compliance with Equal Opportunity Laws, Regulations, and Rules

- (a) Consultant agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, and the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.* and shall not discriminate against any person, in the course of performing under this Professional Services Agreement, because of that person's race,

religion, sex, disability, national origin, ancestry, sexual orientation, familial status, or age.

- (b) In all solicitations or advertisements for employees, Consultant shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- (c) If Consultant fails to comply with the manner in which Consultant reports to the KHRC in accordance with the provisions of K.S.A. 44-1031 and any amendment thereto, Consultant shall be deemed to have breached the present Professional Services Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Professional Services Agreement, either in whole or in part.
- (d) If Consultant is found guilty or liable for any violation of the KAAD or the KADEA by way of a final decision or order of the KHRC, then Consultant shall be deemed to have breached the present Professional Services Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Professional Services Agreement, either in whole or in part.
- (e) In any subcontract, to which the City consents in accordance with Section 2(b) of this Professional Services Agreement, Consultant agrees to include the language of Sections 6(a) through 6(d) and agrees to make such language applicable to any subcontractor hereunder.
- (f) Consultant also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.

## **SECTION 7. Insurance.**

- (a) **General.** Consultant shall secure and maintain, throughout the duration of this Professional Services Agreement, Insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. Consultant shall provide certificates of insurance and renewals thereof on forms approved by the City. The City shall be notified by receipt of written notice from the insurer at least thirty days prior to material modifications or cancellation of any policy listed on the certificate.

- (b) **Notice of Claim.** Consultant, upon receiving notice of any claim in connection with its performance of Contract Services under this Professional Services Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- (c) **Reduction of Policy Limits.** Consultant shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Professional Services Agreement) if the Consultant's limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts required hereunder. In that event, Consultant shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- (d) **Insurance Required.** Consultant agrees to secure and maintain the following insurance:

(i) **General Liability:**

General Aggregate: \$500,000.00  
Personal and Advertising Injury: \$500,000.00  
Each Occurrence: \$500,000.00

Additionally, the policy must include the following:

- (A) Broad Form Contractual/Contractually Assumed Liability;
- (B) Independent Contractors
- (C) Name the City of Lawrence, Kansas, as an additional insured.

(ii) **Automobile Liability:**

The Policy shall protect Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of all owned, hired, or non-owned vehicles and must include protection for either (A) any automobile or (B) all owned automobiles and all hired and non-owned automobiles. (C) The Policy must also name the City of Lawrence, Kansas, as an additional insured.

**Limits:**

Each Accident, Combined Single Limits  
Bodily Injury and Property Damage: \$500,000.00

(iii) **Workers' Compensation:**

Bodily Injury by Accident: \$100,000.00 each accident  
Injury by Disease: \$500,000.00  
Bodily Injury by Disease: \$100,000.00 each employee

If Consultant has no employees, it must execute a waiver on a form provided by the City.

(iv) **Professional Liability:**

The Consultant shall maintain through the duration of the Professional Services Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) and shall provide the City with certification thereof.

(e) **Insurance Ratings.** For the purposes of this Professional Services Agreement, the City will only accept coverage from an insurance carrier that offers proof:

- (i) (A) that it is licensed to do business in the State of Kansas;  
(B) that it carries a Best's policyholder rating of A- or better; and  
(C) that it carries at least a Class VIII financial rating. **OR**

(ii) that it is a company mutually agreed upon by the City and Consultant.

(f) **Certificate of Insurance Forms.** The parties agree that certification of insurance coverage under this Professional Services Agreement shall be on the City's standard Certificate of Insurance Form or on other forms acceptable to the City.

**SECTION 8. Indemnification.** Consultant agrees to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from any and all claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including attorneys' fees, but only to the extent that such are caused by Consultant's breach of this Professional Services Agreement or by Consultant's negligence in performing any action necessary for the performance under this Professional Services Agreement. (For the purposes of this Section, Consultant means Consultant or any person acting in behalf of Consultant or for whom Consultant is responsible).

**SECTION 9. Limitation of Liability.** The City and Consultant agree and understand that neither party shall be liable to the other for any punitive, incidental, or consequential or indirect damages as the result of performance of the Contract Services under this Professional Services Agreement. The City and Consultant agree that neither

party's liability to the other for any damages arising out of work performed on the Contract Services under this Professional Services Agreement shall exceed the maximum amount of fees that would be due Consultant under Section 3(c) of this Professional Services Agreement.

**SECTION 10. Quality Assurance.** Consultant agrees that it shall perform its work and services under this Professional Services Agreement in accordance with recognized professional standards prevalent in the field of strategic planning. Further, Consultant agrees that it shall perform its work and service under this Professional Services Agreement with professional expertise, skills, and knowledge of state of the art procedures and techniques in all relevant subject matters. Consultant agrees that, accordingly, it shall be capable of performing the necessary consulting and other services required by the City and possesses the ready comprehension of the required subject matter and the expertise to provide consultation on strategic planning for the City

**SECTION 11. Entire Agreement.**

- (a) This Professional Services Agreement and Exhibit A represent the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements between the parties, whether written or oral. This Professional Services Agreement may be amended only by a written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become a part of this Professional Services Agreement and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- (b) No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations set forth in this Professional Services Agreement; and none of its provisions shall be deemed waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, modification, or amendment made in writing and signed by both parties. No evidence of notice, waiver modification, or amendment, other than evidence of such in writing, shall be introduced as evidence at any proceeding, either legal or administrative.

**SECTION 12. Assignment.** This Professional Services Agreement is non-assignable by the Consultant and any subcontractor of Consultant approved by the City in accordance with Section 2(b).



**SECTION 13. Notices.** All notices, demands, or other communications, which may be or are required to be given by any party to any other party under this Professional Services Agreement, shall be in writing and shall be hand-delivered, mailed by first class mail, registered or certified mail, return receipt requested, postage prepaid, or sent by overnight express mail, postage prepaid, return receipt requested, to the following addresses:

**(a) If to Consultant:**

Desman, Inc.

---

---

---

**(b) If to the City:**

City of Lawrence, Kansas  
6 East 6th Street  
P. O. Box 708  
Lawrence, Kansas 66044  
Attn: Tom Markus, City Manager

Copy to: Toni Wheeler, City Attorney

**SECTION 14. Authorizations.** Each person executing this Professional Services Agreement in behalf of the City and Consultant hereby represents and warrants that he or she has the authority to bind his or her respective party hereto and that all acts requisite to confer authorization to enter into this Professional Services Agreement have been taken and completed.

**SECTION 15. Independent Contractor.** In no event, while performing under this Professional Services Agreement, shall Consultant be deemed to be acting as an employee of the City; rather, Consultant shall be deemed to be an independent contractor. Nothing expressed herein or implied herein shall be construed as creating between Consultant and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

**SECTION 16. Conflict of Interest.** Consultant is currently unaware of any conflict of interest with any party affected by this Professional Services Agreement and agrees that, if any conflict or potential conflict of interest should arise in the future, it will give notice to the City immediately.

**SECTION 17. Kansas Cash-Basis Law.** This Professional Services Agreement must comply with the applicable provisions of the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.* The City is obligated only to make payments under this Professional Services Agreement as may be lawfully made from funds budgeted and appropriated for the purposes set forth in this Professional Services Agreement during the City's current budget year. In the event that the City does not so budget and appropriate funds, the parties acknowledge and agree that they shall be relieved of all obligations under this Professional Services Agreement without penalty. To the extent that the City does so budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

**SECTION 18. Legal Action.** The parties agree that the appropriate venues for any legal actions arising out of this Professional Services Agreement are the District Court of Douglas County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.

**SECTION 19. Force Majeure.** Neither party shall be deemed to be at default under this Professional Services Agreement to the extent that any delay in performance results from any cause beyond its reasonable control and without its intentional act or negligence.

**SECTION 20. Captions.** The Captions of this Professional Services Agreement are for convenience only and are not meant by the parties to define, limit, or enlarge the scope of this Professional Services Agreement or its terms.

**SECTION 21. Recitals.** The recitals set forth at the beginning of this Professional Services Agreement are adopted and incorporated herein by reference as if set forth in full and shall be effective as if repeated *verbatim*.

**SECTION 22. Governing Law.** This Professional Services Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

**SECTION 23. Severability.** In the event that any provision of this Professional Services Agreement shall be held invalid and unenforceable, the remaining portions of this contract shall remain valid and binding upon the parties.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, the undersigned have caused this Professional Services Agreement to be executed as of the date noted above.

**CITY:  
CITY OF LAWRENCE, KANSAS, a  
municipal corporation**

\_\_\_\_\_  
THOMAS M. MARKUS  
City Manager

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )     ss:  
THE COUNTY OF DOUGLAS        )

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

\_\_\_\_\_  
Notary Public

My Appointment Expires:



November 17, 2016

Mr. Brandon McGuire  
City of Lawrence, KS  
P.O. Box 708  
Lawrence, KS 66044

**Re: Proposal to Provide a 10 Year Operational and Development Plan**

Dear Mr. McGuire:

DESMAN is pleased to submit this letter agreement to provide professional parking planning services in connection with the City of Lawrence's RFP #R1613. As presented in our proposal dated October 10, 2016, the following is DESMAN's proposed task-based work plan for this assignment. This work plan is based on the purpose and goals outlined in the RFP and is intended to be used as a starting point for completing this project. Adjustments to the plan are likely and welcomed based on discussions with the City prior to and throughout the course of the project.

**Phase I: Research**

Task I.1: Kickoff Meeting with City Staff and the Steering Committee – The purpose of this meeting will be to introduce the DESMAN team to the city staff and project steering committee, establish lines of communication, confirm the proposed study schedule, and gather the reports and base data identified in the RFP. During this meeting, we will seek to discuss and refine our methodology for engaging stakeholders, in order to create a plan to effectively gain stakeholder/public input and participation. We will also ask the city staff to identify potential stakeholders to be interviewed at a later date.

In addition to the above, it is our intent to discuss the following specific topics during the kickoff meeting:

- Scope of work
- Goals of the study
- Parameters of the study area
- Project schedule
- Potential dates and times for stakeholder meetings and community survey
- Potential dates and times for parking occupancy surveys
- Future developments in the study area
- Parking issues and concerns
- Impact to parking areas and neighborhoods
- Advance notice to affected areas – how will this happen
- Community outreach
- Media interaction and publicity

Task I.2: Review and Evaluate Existing Data – Our team will review the existing reports and data described in the RFP and gathered during the kickoff meeting. Additionally, we will review the City of Lawrence's codes and ordinances related to parking within the study area.

Task I.3: Conduct Stakeholder Meetings – the DESMAN team will conduct interviews with the various public/private entities identified by the city staff in Task I.1, which typically includes: business and property owners, University of Kansas (administration, students, faculty and staff), employees, neighborhood representatives, developers, residents, and members of the public. DESMAN plans to host private interviews with key stakeholders in addition to conducting group meetings in which stakeholders with similar interests will be invited to provide their views on parking conditions and the City's parking operation, and share ideas on potential solutions.

City staff will take the lead in scheduling all stakeholder meetings, with the goal being to conduct the interviews during a one- or two-day period in a central office or location, if at all possible. In cases where scheduling conflicts exist, follow-up conferences with individuals who could not attend will be completed via phone or other digital means of communication.

DESMAN will organize the questions, comments and notes from these stakeholder meetings and include them in the Phase I deliverable.

Task I.4: Community Survey – DESMAN will assist the City with the development of a questionnaire to gauge the general public's experiences, demand, perceptions, and expectations related to parking in Downtown. The City will administer the questionnaire through its website interface. The survey is not intended to be statistically valid but should inform DESMAN's analysis and recommendations.

Task I.5: University of Kansas Survey – Desman will assist the City with the development of a questionnaire to gauge the experiences, demand, perceptions, and expectations of KU students, faculty and staff related to parking in the neighborhoods surrounding the KU campus. The City will administer the questionnaire to KU students, faculty and staff in coordination with the KU administration. The survey is not intended to be statistically valid but should inform DESMAN's analysis and recommendations

Task I.6: Operations Review – The operation of the Parking System will be reviewed and evaluated to identify the effectiveness of operational practices and policies, including the following:

- On- and off-street parking policies (ordinances, regulations, fines, time limits, etc.)
- Parking ticket writing and fee collection procedures
- Parking permit types, rates and policies
- Zoning codes and regulations
- Use of technology
- Procedures to address security
- Residential Parking Permits

Task I.7: Benchmark Similar Municipal Parking Programs – DESMAN will benchmark the operational conditions, technologies and organizational structure found in the City of Lawrence with other similar cities. Best industry practices implemented by other communities will also be identified. This benchmarking will help to establish the most relevant performance metrics to guide the short and long-term evaluation of the parking system. For this task, DESMAN will seek input from the city staff and steering committee regarding municipalities which the City of Lawrence typically identifies as peers.

Task I.8: Prepare and Submit Phase I Deliverable – Following the completion of the Phase I tasks, our team will prepare a concise deliverable which documents, in tabular, graphic and text format, the Phase I findings. This work paper will be submitted to the City and steering committee for review and further discussion. It is anticipated that the DESMAN team will meet with the city staff and steering committee at this time to discuss the Phase I results.

Comments to the Phase I work paper received from the City staff and steering committee will be incorporated into a finalized version of the document for inclusion in the final report.

## **Phase II: Parking Analysis**

Task II.1: Confirm Public & Private Parking Inventory – The DESMAN team will conduct an inventory of on- and off-street parking within the study area, including both publicly- and publicly available privately-owned spaces; any parking facilities that may be outside of the study area, but which support activity within the area, will be identified and noted. In addition to the location and number of spaces on each street and in each facility, this inventory will identify as much as possible: the type of parking (public/private; surface/structured; short-/long-term; reserved/unreserved), the users served by each facility (employees/visitors/residents/special event patrons/etc.), hours of operation, the method of control/enforcement (gates/pay boxes/meters/etc.), parking rates charged, the entity operating each parking facility, and the number of spaces in each facility.

Task II.2: Perform Peak Occupancy Surveys – In consultation with the city staff and steering committee, the DESMAN team will identify an appropriate week during which parking occupancy counts and observations will be conducted in the downtown and in the neighborhoods included in the focus area. These counts will occur on a Tuesday, Wednesday or Thursday, and on a weekend, during both the daytime and evening peaks. Additionally, these surveys should be conducted during a week of “normal” activity – avoiding any major festivals, political events, etc. that might skew the data. In addition to these surveys, it is anticipated that our team may conduct additional occupancy counts at some facilities in order to capture unique parking demand characteristics that may not be captured during the identified survey periods. If the City provides the labor for collecting the data, project costs to the City would be significantly lowered.

Task II.3: Analyze Existing Parking Utilization and Capacity and Identify Surplus/Deficit Conditions – The parking utilization data will be analyzed in order to identify the existence of current parking surpluses or deficits within the study area. At a minimum, this analysis will identify surpluses and deficits by block, area and type of parking.

Task II.4: Prepare and Submit Phase II Deliverable – Following the completion of the Phase II tasks, our team will prepare a deliverable which presents the data gathered during this phase and our methodology for collecting that data, along with maps and other graphics which clearly illustrate the current parking conditions within the City of Lawrence. This deliverable will be submitted to the City and steering committee for review and further discussion. It is anticipated that the DESMAN team will meet with the city staff and steering committee at this time to discuss the Phase II results.

Comments to the Phase II deliverable received from the city staff and steering committee will be incorporated into a finalized version of the document for inclusion in the final report.

### **Phase III: Parking Demand Assessment and Scenario Planning**

Task III.1: Review Information on In-Progress/Planned/Proposed Development – DESMAN will examine the information provided by the city staff and stakeholders during the previous phases of work related to in-progress/planned/proposed development within the study area. This information will inform our analysis of how the downtown will build out in the future and whether the existing and planned parking supply can reasonably accommodate future levels of parking demand.

Task III.2: Test Supply/Demand Impacts of Future Development Projects/Scenarios – Based on the identified projects, DESMAN will determine the potential impact of these developments on parking supply and demand in the study area over the short-term (1-5 years) and long-term (6-10 years). These analyses will factor in the effects of the loss of existing surface parking lots to development, the conversion of existing buildings to more parking-intensive land uses, the demolition of existing buildings for replacement with new development in the same location, and anticipated changes in mode split.

In addition to this first scenario, DESMAN will conduct an alternative analysis which looks at potential future parking supply and demand conditions assuming the City implements aggressive TDM, pricing and transit enhancement strategies. The use of a combination of these strategies may make it possible to effectively serve the growing population of people living, working and playing in downtown, without the need to expand the future supply of parking as aggressively as in the first scenario.

Task III.3: Identify Future Parking Surplus/Deficit Conditions – The results of the analyses conducted in Task III.2, along with the existing parking deficit(s) identified in Phase II, will be used to identify the locations and scale of anticipated future parking surpluses and/or deficits within the study area. For each of the future parking demand scenarios developed in the previous task, localized surplus/deficit conditions will be identified by area and type of parking. Additionally, based on the anticipated dates of completion for the in-progress/planned/proposed development projects, a timeline of projected parking surplus/deficit conditions will be developed for each neighborhood. This will be a valuable tool for the City for determining when action will need to be taken in order to address future parking deficits (i.e. when to build a new facility or when to implement creative TDM and parking management strategies).

Task III.4: Prepare and Submit Phase III Deliverable – Following the completion of the Phase III tasks, our team will prepare a deliverable which presents the future analysis, along with maps and other graphics which illustrate the anticipated future parking conditions within the City of Lawrence under each of the identified scenarios. As in the previous phases, this deliverable will be submitted to the City staff and steering committee for review and further discussion. It is anticipated that the DESMAN team will meet with the city staff and steering committee at this time to discuss the Phase III results.

Comments to the Phase III deliverable received from the City and steering committee will be incorporated into a finalized version of the document for inclusion in the final report.

### **Phase IV: Strategic Implementation Plan**

The objective of this phase of the project is to develop a strategic implementation plan which outlines specific actions that can “serve as an economic development and sustainability tool for downtown development.” Given the wide range of potential recommendations – from physical solutions to technology upgrades to code and policy changes – it is anticipated that the final phase of this project will



be a highly-collaborative effort between DESMAN, the steering committee, the City, and other stakeholders.

DESMAN's ultimate goal for this final phase of work will be to develop a menu of viable solutions to the parking-related issues that have been identified throughout the course of this project, including the pros and cons and potential costs associated with those solutions. Given that the results of the analysis are not yet known, the work plan for this phase of the project may change as the project progresses. However, at this time, DESMAN proposes the following:

Task IV.1: Develop and Evaluate Solutions and Initiatives – Based on the preceding analyses, DESMAN will prepare a series of proposed initiatives to address each issue identified. These initiatives may include tasks such as:

- Revising existing municipal parking policy and/or code as it applies to new development;
- Revising existing municipal parking policy and/or code as it applies to redevelopment;
- Revising existing municipal parking policy as it applies to parking asset management;
- Revising existing municipal parking policy as it applies to parking asset pricing;
- Revising existing municipal parking policy as it applies to enforcement and collections;
- Programs to control non-resident parking in residential neighborhoods
- Programs to promote shared parking between the City and private owners;
- Programs to promote shared parking between private owners;
- Alterations in current transit planning to link underutilized assets to areas of demand;
- Alterations in current transit planning to promote satellite parking options;
- Programs and technology to improve the identification of and access to underutilized assets;
- Programs and technology to improve wayfinding and reduce search times in high-demand areas;
- Programs and technology to improve compliance with existing and/or proposed parking policy;
- Programs to improve acceptance and use of ride-sharing, car-sharing services, transit, biking, walking, and other alternative modes of transportation;
- Infrastructure to improve acceptance and use of ride-sharing, car-sharing services, transit, biking, walking, and other alternative modes of transportation;
- Infrastructure to retro- and/or proactively expand the parking supply in a particular neighborhood or area.

As each initiative is developed, DESMAN will identify:

1. What problem or issue the initiative addresses;
2. The estimated capital and/or operating costs associated with implementing the solution;
3. Any potential revenues associated with implementation;
4. The relative social/political liabilities and benefits associated with implementation, and;
5. The community objectives/goals/values the option supports.

The Initiatives will be presented in a work paper and issued to the city staff, steering committee and City for review.

Task IV.2: Test Options with the Steering Committee and the City – DESMAN will organize developed solutions into a presentation and meet with the same parties consulted during the initial public engagement process. This presentation will include:

- A synopsis of the public engagement process to date;

- A summary of field work and analysis to date;
- A summary of current and future conditions;
- A synopsis of anticipated issues, and;
- A synopsis of proposed solutions.

Task IV.3: Prepare and Present Final Plan – DESMAN will revise the work papers into a formal report. This report will include:

- A synopsis of the public engagement process;
- A summary of field work and analysis;
- A summary of current and future conditions;
- A synopsis of anticipated issues;
- A synopsis of proposed solutions;
- A recommended timeline for implementation of each solution;
- Action steps necessary prior to implementation, and;
- Responsible parties for each action step.

DESMAN will submit this plan to the Steering Committee and City for initial comment, revise as necessary, and issue a final plan for use and dissemination. If needed, DESMAN will also attend a City Council meeting or other appropriate public meeting to present the final plan.

***Time of Performance***

As described in detail in DESMAN’s proposal, the tasks described in the scope of services can be completed within twenty (20) weeks after completion of the Task I.1 Kickoff Meeting. The graphic timeline is included as Attachment I to this Exhibit.

***Fees***

DESMAN will perform the scope of work as described for the fee of \$75,290.00, plus project related expenses not-to-exceed \$5,400.00. Reimbursable expenses for travel, photographic reproduction, and third party printing of report deliverables will be billed at cost. The detailed cost proposal is included as Attachment II to this Exhibit.

***Closure***

Compensation for additional services above and beyond those described in this agreement will be charged on an hourly basis as follows:

**2016 HOURLY RATES**

Principal/Senior Planner .....	\$285/hour
Project Manager .....	\$190/hour
Senior Architect/Engineer.....	\$185/hour
Architect/Engineer/Planner.....	\$175/hour
Designer .....	\$165/hour
Technician .....	\$155/hour
CADD Operator/Draftsperson.....	\$145/hour
Data Collector .....	\$115/hour

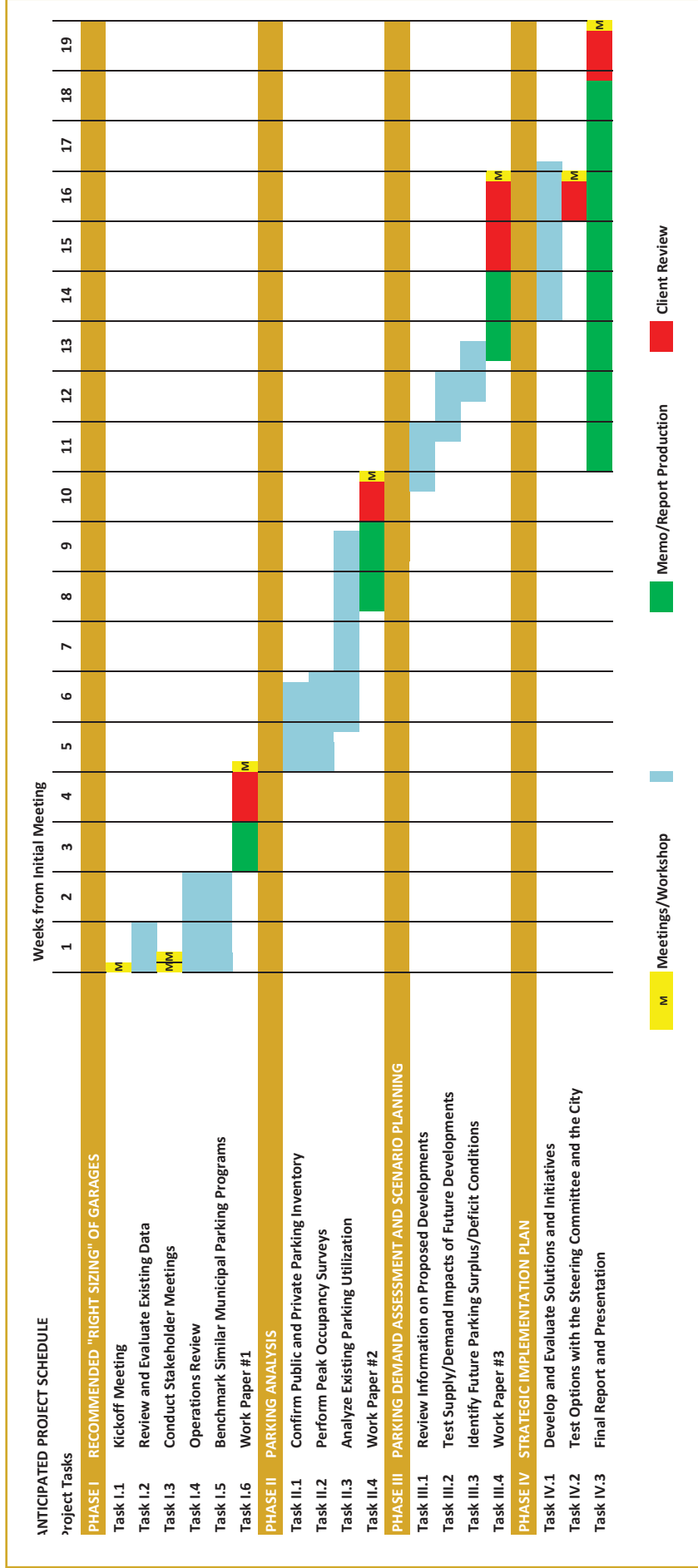
Clerical.....\$105/hour

***Note: Rates are effective through December 31, 2016***

Section 2

Provide a timeline for completion of the project broken out by tasks/milestones and deliverables. Provide itemized costs, to the extent possible, for each element of the project.

Exhibit A, Attachment I



Section 2

Provide a timeline for completion of the project broken out by tasks/milestones and deliverables. Provide itemized costs, to the extent possible, for each element of the project.

The total fee to provide the City of Lawrence with a ten year operational & development plan including expenses is Eighty Thousand, Six Hundred and Ninety Dollars (\$80,690).

If the City were to provide staff to conduct the inventory and occupancy counts listed in Tasks II.1 and II.2, total costs would be reduced by approximately \$6,000.

Exhibit A, Attachment II

Project Staff	MAIN PROJECT RESPONSIBILITY:	Project Manager	Demand	Operations	TDM	Analyst	EXPENSES	TOTAL HOURS/ COST	
STAFF:		Jerry Salzman	Eric Hagggett	Greg Shumate	David Taxman	TBD			
BILLING RATE:		\$ 235	\$ 160	\$ 140	\$ 140	\$ 100			
<b>PHASE I RECOMMENDED "RIGHT SIZING" OF GARAGES</b>									
Task I.1	Kickoff Meeting	8	8	0	0	0	0 \$ 1,200	16	
Task I.2	Review and Evaluate Existing Data	2	8	4	0	0	0	14	
Task I.3	Conduct Stakeholder Meetings	8	8	0	0	0	0	16	
Task I.4	Operations Review	0	4	40	0	8	0	52	
Task I.5	Benchmark Similar Municipal Parking Programs	2	4	0	0	8	0	14	
Task I.6	Work Paper #1	8	12	8	4	16	1,200 \$	48	
	Task Subtotal	\$ 6,580	\$ 7,040	\$ 7,280	\$ 560	\$ 3,200	\$ 2,400	\$ 27,060	
<b>PHASE II PARKING ANALYSIS</b>									
Task II.1	Confirm Public and Private Parking Inventory	2	8	0	16	0	0 \$ -	26	
Task II.2	Perform Peak Occupancy Surveys	0	8	0	8	0	0 \$ -	16	
Task II.3	Analyze Existing Parking Utilization	2	4	0	12	0	0	18	
Task II.4	Work Paper #2	12	12	0	0	16	1,000 \$	40	
	Task Subtotal	\$ 3,760	\$ 5,120	\$ -	\$ 5,040	\$ 1,600	\$ 1,000	\$ 16,520	
<b>PHASE III PARKING DEMAND ASSESSMENT AND SCENARIO PLANNING</b>									
Task III.1	Review Information on Proposed Developments	2	4	0	12	0	0 \$ -	18	
Task III.2	Test Supply/Demand Impacts of Future Developments	2	8	0	12	0	0 \$ -	22	
Task III.3	Identify Future Parking Surplus/Deficit Conditions	2	8	0	0	0	0	10	
Task III.4	Work Paper #3	4	8	0	0	16	1,000 \$	28	
	Task Subtotal	\$ 2,350	\$ 4,480	\$ -	\$ 3,360	\$ 1,600	\$ 1,000	\$ 12,790	
<b>PHASE IV STRATEGIC IMPLEMENTATION PLAN</b>									
Task IV.1	Develop and Evaluate Solutions and Initiatives	16	24	8	8	0	0 \$ -	56	
Task IV.2	Test Options with the Steering Committee and the City	8	8	0	0	8	0 \$ -	16	
Task IV.3	Final Report and Presentation	16	24	4	4	16	1,000 \$	64	
	Task Subtotal	\$ 9,400	\$ 8,960	\$ 1,680	\$ 1,680	\$ 1,600	\$ 1,000	\$ 24,320	
	Total Hours per Person	\$ 94	\$ 160	\$ 64	\$ 76	\$ 80	\$ 5,400	\$ 474	
	Total Cost per Person	\$ 22,090	\$ 25,600	\$ 8,960	\$ 10,640	\$ 8,000	\$ 5,400	\$ 80,690	
	Total Project Cost								\$