



City Manager's Office
City Council Agenda

Date: July 24, 2018

To: The Honorable Mayor and City Council

Subject: Downtown Parking Study

Summary of Requested Action: Approve the contract award to Kimley-Horn and Associates, Inc. in the amount of \$49,700 and authorize the Mayor and City Clerk to execute the contract.

Department Requesting Action: Engineering Department

A handwritten signature in black ink, appearing to be "CB", located to the right of the text "Engineering Department".

Budgetary Impact: Project is being funded with Metropolitan Planning Organization (MPO) planning funds.

City Manager's Recommendation:

Recommend Approval. [Signature]
8/3/18



INTEROFFICE MEMORANDUM
Department of Engineering

TO: Chris Beschler, Assistant City Manager

FROM: Brad Kerr, Director of Engineering *ukf*

DATE: July 17, 2018

SUBJECT: Downtown Parking Study

Attached for City Council consideration please find the Kimley-Horn and Associates, Inc. Downtown Parking Study Scope of Service and fee in the amount of \$49,700. The project includes 4 phases, is expected to take 6 months to complete and will be funded with Rocky Mount MPO planning funds.

Phase 1: Kickoff Meeting; Stakeholder Outreach

Phase 2: Downtown Parking Inventory and Data Collection

Phase 3: Parking Demand Projection

Phase 4: Policy Recommendations and Documentation; Presentations

Phase 1 includes kick-off meetings to review available data and identify issues through staff interviews and stakeholder outreach.

Phase 2 will utilize GIS data, existing parking inventories and field visits to develop a GIS inventory of existing parking in the downtown core including location, general configuration, number of spaces, classification, time limits and use restrictions.

Phase 3 will use the collected data and predictive analysis to evaluate parking demand and utilization for new, proposed and existing development including the Rocky Mount Event Center (see below for projected RMEC parking demand) and develop graphics to display key parking metrics.

Phase 4 will focus on development of policy and physical improvement recommendations (immediate, mid-term and long-term) and an action plan for implementation of the approved recommendations.

In May 2018 Council approved a contract with Corbin Design for development of a City-wide wayfinding master plan and detail design for wayfinding in

The data collected as part of the Kimley-Horn Parking Study will also be used to assist in Corbin Design with development of the Downtown District Wayfinding plan which will include uniform public parking signage and trail blazer signs for the Rocky Mount Event Center and other key attractions. In addition, staff is evaluating shuttle routes that could be activated during major RMEC events to serve multiple off-site parking areas.

Projected parking demand for the Event Center is as follows

Event Type	Parking Demand
Tournament	300
Banquet	330
Concert	1820

There are currently 2060 public spaces and 3350 private spaces within ¼ mile of the Event Center.

It is recommended that City Council approve the contract award to Kimley-Horn and Associates, Inc. in the amount of \$49,700 and authorize the Mayor and City Clerk to execute the contract.

July 11, 2018

Mr. Bob League
City of Rocky Mount
One Government Plaza
P.O. Box 1180-1180
Rocky Mount, NC 27802

Re: Rocky Mount Parking Study

Dear Mr. League:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Rocky Mount ("Client") for providing analyses of parking conditions within the downtown area and recommendations for future infrastructure and policy changes to accommodate growth.

Project Understanding

The City of Rocky Mount wishes to evaluate parking supply and demands for the purpose of projecting growth following the development of the Rocky Mount Event Center, which is projected to draw 400,000 visitors a year. The project will evaluate parking facility inventory, utilization, and demand, as well as identify areas for future facilities and provide recommendations for the impacts associated with the event center and the ongoing wayfinding effort currently underway in the downtown area.

Scope of Services

Kimley-Horn will provide the services specifically set forth below. The Client may choose to conduct the phases separately or as a single effort.

PHASE 1

Task 1 - Kickoff Meeting

1. Kimley-Horn will facilitate a one-day kickoff meeting with the following elements:
 - i. Tour downtown with the Rocky Mount project team, discussing anecdotal issues and conducting limited observations
 - ii. Kickoff meeting with Rocky Mount team
 - iii. Review available data with Rocky Mount team
2. Kimley-Horn will provide agenda and meeting summary

Task 2 - Stakeholder Outreach

1. Kimley-Horn will work with the project team to identify individuals that should participate in stakeholder outreach through facilitated stakeholder interviews. The Consultant will meet with key people such as downtown merchants, community organization leaders, etc. to hear their concerns and ideas regarding parking in downtown Rocky Mount.

2. The Consultant will facilitate one public meeting in consultation with the project team. The event will be structured as an open house style presentation of the process and initial findings. The date, time, and location of the meeting will be determined based on mutual agreement between the Consultant and the Client. The Consultant will be responsible for preparing the meeting materials and facilitating the event. The Client will be responsible for securing the location of the meeting and advertising.

PHASE 2

Task 3 - Downtown Parking Inventory and Data Collection

1. Kimley-Horn will collect information regarding the inventory of the existing supply of on- and off-street parking (both public and private parking) within the defined study area. The Consultant will prepare an inventory of the existing parking and collect the following information:
 - A geospatial inventory of existing conditions and any observed parking
 - Type of parking (identified principal user, on-street vs. off-street, public vs. private, surface vs. structured, etc.)
 - Location and general configuration of parking
 - Posted parking time limits and use restrictions

An inventory with the above, identified information will be prepared for each block and parking facility within the study area.

2. Kimley-Horn will collect on- and off-street parking occupancy data (e.g. the number of occupied parking spaces) within the defined study area (to be determined and agreed upon at the kickoff meeting) on one (1) typical weekday at hourly intervals from the hours of 8AM – 5PM. Parking occupancy data will additionally be collected during a Saturday (hour of collection to be determined) to evaluate parking conditions during a day in which the Event Center is likely holding an event.

PHASE 3

Task 4 - Parking Demand Projection

1. Using the data collected above, the Consultant will estimate the parking demand for the new and proposed developments.
 - i. The Consultant will work with the project team to identify potential areas for additional parking to help fill the parking needs of the Event Center.
 - ii. Kimley-Horn will conduct a review of available existing data, consisting of plans and datasets provided by the Client to supplement collected data
2. Using this data, Kimley-Horn will:
 - i. Define parking lot usage
 - ii. Establish city specific parking benchmarks and predictive analysis
 - iii. Develop graphics that display key parking metrics
3. Kimley-Horn will conduct an assessment of future parking demand growth based on the following elements:

- i. Future parking demand analysis using collected field data and existing plans
- ii. Evaluation of demand by location based on building occupancy (or estimates based on square footage)
- iii. Overall spaces needed to be mitigated or built

PHASE 4*Task 5 – Policy Recommendations and Documentation*

1. The Consultant will create a list of recommendations as well as an actionable plan for implementation of said recommendations. This effort will work in conjunction with the ongoing wayfinding effort and the Event Center plans to ensure consistency.
2. Kimley-Horn will prepare a summary document with the following elements:
 - i. Existing conditions graphics and findings
 - ii. Data collection summary and findings
 - iii. Demand analysis results
 - iv. Phased recommendations (immediate, mid-term, long-term) for parking
 - v. Kimley-Horn will respond to two rounds of revisions and submit an electronic final report (PDF and Word format)

Task 6 – Presentations

1. Kimley-Horn will facilitate a presentation of findings to the Rocky Mount project team and city leadership.
2. Presentation(s) will occur during one-day city visit

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional in-person meetings
- Transportation analysis – Synchro modeling or Level of Service analysis
- Parking demand modeling – computer-aided modeling

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Relationship of lot to building
- Square foot and use of building
- Study of area land use
- GIS information

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Kickoff meeting – July/August 2018
- Stakeholder and Public Engagement – August/September 2018 (This may occur before or after data collection dependent on the phasing schedule.)
- Data Collection– July/August 2018
- Demand Analysis – August/September 2018
- Recommendations and Documentation –September/October 2018
- Presentation – November 2018

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 6 for the total lump sum labor fee below, including expenses. Individual task amounts are informational only.

Phase 1: Kickoff Meeting; Stakeholder Outreach	\$12,500
Phase 2: Downtown Parking Inventory and Data Collection	\$9,700
Phase 3: Parking Demand Projection	\$10,000
Phase 4: Policy Recommendations and Documentation; Presentations	\$16,500
Expenses	\$1,000

Total Lump Sum Labor Fee	\$49,700
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Rocky Mount.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____
 ____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-

executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Brett Wood, P.E.,
Project Manager

Allison Fluitt, P.E., AICP
Assistant Secretary

Attachment – Standard Provisions

For the City of Rocky Mount, North Carolina

Name / Date

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on

extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.