Request for Proposal
Parking System Rate Analysis Services

Response Due Date:
January 31, 2023

Issued By:
Ann Arbor Downtown Development Authority
150 S. Fifth Avenue, Suite 301
Ann Arbor, MI 48104
December 20, 2022
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SECTION 1
GENERAL INFORMATION

Issuing Office
The Ann Arbor Downtown Development Authority (DDA) issued this Request for Proposals. All contact regarding this RFP should be directed to:

Hayett Chater, DDA AP & Procurement Specialist
Ann Arbor Downtown Development Authority
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104
734-994-6697
Email: hchater@a2dda.org

Introduction
The Ann Arbor Downtown Development Authority (DDA) is seeking qualified consultant firms or teams to share best practice, conduct research, perform analysis, and develop recommendations for downtown Ann Arbor public parking system rates and rate structures, preference given to firms providing a robust modeling tool for estimating rate change impacts in future periods.

About the DDA
DDAs were created by the State of Michigan as a tool to counteract central city decline and ensure that the heart of our cities and regions receive careful stewardship and long-term consideration. The Ann Arbor DDA is a public entity created in 1982 with the mission of undertaking public improvements that have the greatest impact in strengthening the downtown area and attracting new private investments. The DDA District consists of 67 blocks in downtown Ann Arbor, MI.

The DDA has a contract with the City of Ann Arbor to manage the public parking system including public structures, public surface lots, and the curb space within a designated DDA parking area. (See Attachment A for a map of the DDA district, parking area, and parking locations.) DDA staff manage parking policy, projects, studies, and capital repairs, while the management of day-to-day operations is handled by the DDA’s contracted operator, PCI Municipal Services. Twenty percent of gross parking revenues are remitted to the City for support of general fund activities. Parking enforcement and the residential parking permit program are managed by the City of Ann Arbor. All activities of the parking system are recorded in two funds and the parking revenues, with the exception of the 20% remitted to the City, are used for parking operations and transit related activities.

Alongside its management of the public parking system, the DDA uses tax increment financing dollars to take on infrastructure projects within downtown streets and right of ways, ranging from large transformative streetscape improvements to smaller bike parking installations and trip hazard repairs. The work of the DDA is done by a small staff and a volunteer Board. The majority of Board Members are downtown residents, employees, or business owners.
**Project Background & Scope**

In 2018 the DDA adopted a five year schedule of increases for monthly permit, hourly, and event rates. (Attachment B) The last of the approved increases took effect July 1, 2022. Given the changing nature of parking, including impacts on demand post-COVID, it is time for the DDA to undertake a financial analysis of the parking system in order to develop a rate structure and timeline for implementation. The DDA understands that traditionally used metrics for rate setting may no longer be adequate as our facilities age, restoration becomes more expensive, and reduced demand puts pressure on fund balances.

The DDA is currently underway with a Curb Management study that will allow the DDA to manage the curb in a more equitable and informed way. The curb management study will include recommendations for curb monetization beyond traditional paid parking. With the exception of metered parking at the curb and meter rental for events and construction, other curb use is at no charge. The rate analysis study contemplated in this RFP should include rates for on-street metered parking. The DDA understands that further coordination between the rate study and curb management study recommendations and teams may be necessary.

The DDA operates the downtown public parking system with downtown vibrancy in mind, as well as in alignment with DDA renewal plan strategies and goals, and City of Ann Arbor goals. Recommendations must be both value-driven and financially sound.

Facility information, permit types, and revenue control equipment details are outlined in Attachment C. DDA budget and audited financials can be found on the DDA website. The FY24 and FY25 budget will be finalized in June 2023, but draft budgets will be available in April.

It is our expectation that the scope of work for the rate study will include the following:

- Review of requirements in the DDA/City Parking Agreement regarding rate changes
- Review of comparable city parking rates
- Review of other downtown Ann Arbor public and private parking options and rates
- Rate recommendations that include rates for current rate structure, as well as rates for any proposed rate structure changes (daily, early bird, etc.), and a discussion of options, transportation demand management principles, and industry best practices
- Development of a tool for modeling proposed rate increases and estimating rate change impacts in future periods.
- Comprehensive review and recommendation of needed DDA or City policies, existing policy revisions & corresponding draft policies
- Review of City parking ticket and fine structure and recommended revisions based on proposed parking rates
- Presentations to DDA Board, DDA Committees, and outside groups
- Coordination and facilitation of public informational sessions and materials
- Recording the recommendations of the study in a concise, accessible, and graphically rich document suitable for web-based posting
Given the range of topics outlined in work scope, project teams should expect to emphasize different skill sets from a variety of project types and across project phases. For example, expertise is needed in parking management, as well as expertise with municipal rate setting, budgets, and long-term financial planning/forecasting. The DDA understands that this may best be accomplished by a multi-firm team.

**Project Timeline**
Consultant involvement beginning February 2023 with completion by late summer.

**Anticipated Schedule for Selection**
RFP released – December 20, 2022
Questions due – January 9, 2023, 4:00 pm EST
Addendum posted – January 12, 2023
RFP response deadline – January 31, 2023, 4:00 pm EST
Interview notification – February 3, 2023
Interviews - February 13, 2023, virtual
Anticipated consultant selection – February 2023
The schedule above is subject to change at the DDA’s discretion.

**Proposals and Clarifications**
All Proposals are due and must be delivered electronically as specified on or before January 31, 2023, at 4:00 p.m. (EST). All proposals become the property of the DDA whether awarded or rejected.

The DDA will not be liable to any Proposer for any unforeseen circumstances or delivery delays. Additional time will not be granted to a single proposer; however, additional time may be granted to all Proposers when the DDA determines that circumstances warrant it.

Each Proposer must submit via email one PDF file with the firm name in the document title.

Email subject line should include “Rate Analysis RFP Response” and firm name. DDA staff will reply to sender confirming receipt of email and file.

Submissions should be emailed to Hayett Chater at hchater@a2dda.org

All information as submitted is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). Proposal contents will not be deemed proprietary information.

The DDA accepts no financial responsibility for costs incurred by any Proposer responding to this RFP. By responding to this RFP the Proposer agrees to hold the DDA harmless in connection with the release of any information contained in its proposal.

Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to hchater@a2dda.org by January 9, 2023, 4:00
p.m. EST. A single email response will be provided to question submitters, as well as posted to the DDA website by end of day on January 12, 2023.

**Selection Process**
A committee made up of DDA staff and perhaps others will review RFP submissions and decide which Proposer(s), if any, will be invited for interviews. The criteria used in the RFP evaluation will include, but will not necessarily be limited to the following:

- Project understanding
- Experience of the firm(s), and more explicitly the experience of specific staff assigned to the project with analysis, best practices, and implementation working on similar projects
- Experience of the specific staff in a variety of focus areas related to parking management including:
  - Parking operations
  - Parking management technologies relative to their use in implementing the recommendations of the plan
  - Parking rate structures and how they impact parker choices and overall demand management
- Experience of the specific staff in a variety of focus areas related to government finance, rate analysis, and long term planning
- Proven ability of the team to work as an integrated unit across firms or disciplines and with client staff.

**Interview Process**
If selected for additional consideration, Proposer(s) will be invited for interviews and given the opportunity to discuss in more detail their qualifications and past experiences.

The interview shall consist of a presentation of approximately fifteen (15) minutes by the Submitter, including the person who will be the project manager, followed by approximately forty five (45) minutes for questions and answers. Audiovisual aids may be used. Following the interview, additional information may be requested. At this time, it is expected that interviews will be held virtually.

Following the interview, the DDA will seek to negotiate a mutually acceptable agreement with the highest ranked Proposer. If the agreement is mutually agreeable, the selected Proposer will be asked to sign a professional services agreement (PSA) in the same format as Attachment D. Please be advised that the DDA will not modify the language contained in the PSA. In the case that a mutually acceptable agreement cannot be reached, the DDA may commence negotiations with other Proposers.

**Reservation of Rights**
The DDA reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities, errors, and/or informalities in any Proposal and to make the award in any manner the DDA believes to be in its best interest.
SECTION 2
RFP SUBMITTAL REQUIREMENTS

A. Firm Identification and Statement of Understanding. (10%)
   - State the full name, address, telephone number, and web site address of the (lead) firm and the address of any local branches or offices whose staff will be used in the project.
   - Indicate whether you operate as an individual, partnership or corporation. If a joint venture is contemplated, state the names and addresses of the other firms involved. If subcontractors are to be used, they must be identified in the same way.
   - Provide the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process.
   - Provide the name, title, address, email, and telephone number of the individual who will negotiate with the DDA and who can contractually bind the proposer’s firm.
   - Statement of Understanding. State your understanding of the project, your proposed approach to the assignment, and the firm(s) role in accomplishing those tasks. Indicate what tasks you would typically require the client (DDA) to provide.

B. Technical and Management Approach. (30%)
   - Include the names and positions of all staff proposed and sub-consultants. Designate who will be the Principal, who will be the Project Manager in charge of the project, and who will be the DDA’s contact throughout the project.
   - Provide the qualifications, experience, and project responsibilities of the team members assigned to this project.
   - Briefly address how the efforts of each of the team members will be coordinated. If the work is to be shared among firms and offices at various locations, indicate what work is to be performed in each office.
   - Proposals must discuss workloads for all key team members, indicating their expected availability and the percentage of their time that will be devoted to the project.
   - Project Schedule. Indicate your team’s capacity to commit to an early 2023 start and ability to work together as a unified team through project completion.

C. Previous Experience. Provide detailed information about previous projects of this nature, with an emphasis on the experience of the staff members involved. (30%)
   - Provide examples for four or more similar projects, with two of the four being municipal parking systems.
   - Include information on project scope, staff involved, proposed and actual schedule, and original budget and final cost.
   - Outline approach to informing/educating parkers and public at large, including the types of tools and extent used.
   - Convey how the project demonstrates alignment with DDA project scope and goals.
For each of the four projects provide name, phone number, and email address for client contacts.

D. Proposed Work Plan. Provide detailed and comprehensive description of how the Proposer intends to provide the services requested in this RFP. (20%)
This description shall include, but not be limited to the following:
- How the project would be managed and scheduled
- Anticipated phases or components of the project
- How and when data and materials will be delivered to the DDA
- The Proposer’s general philosophy regarding providing the requested services
- Any challenges or unique circumstances you anticipate encountering during the work

E. Fee Proposal. (10%)
- Fee proposals are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, by which the overall and project element costs have been derived.
- The fee quotation is to relate in detail to each item of the proposed work plan. Proposer shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.
- Bottom line total should include the total estimated cost for the project when it is 100% complete.
- This total may be adjusted after negotiations with the DDA and prior to signing a formal contract, if justified.
ATTACHMENT A
PARKING SYSTEM MAP
ATTACHMENT B
CURRENT RATE CHART
# Rate Change Summary By Type and Facility

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ATTACHMENT C

PARKING SYSTEM INFORMATION
## ATTACHMENT C PARKING SYSTEM INFORMATION

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<tr>
<th>Map Code</th>
<th>Location</th>
<th>Spaces</th>
<th>Lanes</th>
<th>Type</th>
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<td>Fourth and Washington</td>
<td>123</td>
<td>3</td>
<td>hourly, permit</td>
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<tr>
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<td>Washington and First</td>
<td>201</td>
<td>4</td>
<td>permit &amp; flat rate</td>
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<td>Maynard</td>
<td>324</td>
<td>6</td>
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<td>PS4</td>
<td>Forest</td>
<td>650</td>
<td>4</td>
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<tr>
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<td>Fourth and William</td>
<td>115</td>
<td>4</td>
<td>hourly, permit</td>
</tr>
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<td>Liberty Square</td>
<td>510</td>
<td>3</td>
<td>hourly, permit</td>
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<tr>
<td>PS7</td>
<td>Ann Ashley</td>
<td>220</td>
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<td>PS8</td>
<td>Library Lane</td>
<td>343</td>
<td>5</td>
<td>hourly, permit</td>
</tr>
</tbody>
</table>

### Parking Structure Spaces

| SL1      | South Ashley              | 305    | 3     | hourly                |
| SL2      | 1st and William           | 216    | 0     | permit                |
| SL3      | 415 West Washington       | 415    | 4     | flat rate, permit     |

### Surface Lot Spaces

| ML1      | Main and William          | 353    | 24    |
| ML2      | Farmer’s Market           | 315    | 80    |
| ML3      | City Hall                 | 301    | 16    |
| ML4      | Kerrytown                 | 407    | 25    |
| ML5      | Fourth and Catherine      |        | 51    |
| ML6      | Community High            | 401    | 81    |
| ML7      | Depot Lot                 | 329    | 35    |
| ML8      | Broadway Bridge           |        | 18    |
| ML9      | Gandy Dancer              | 401    | 22    |
| ML10     | Main and Ann              |        | 45    |
| ML11     | 5th and William           | 350    | 88    |

### Metered Lot Spaces

| On Street Meters | 1718 On-Street Metered Spaces |

### Total number of spaces

- **7925** Total number of spaces

Facilities are open for parking 24/7. There is no charge for parking on Sunday.

Meters are enforced Monday - Saturday 8:00 am - 6:00 pm.

There are three types of monthly permits:

- A **Standard** permit provides a guaranteed space in a particular location 24/7.
- A **Reserved/Premium** permit provides a guaranteed space in a particular location, in an assigned space, 24/7.
- A **Limited** permit provides a guaranteed space in a particular location M-F 3:30 pm - 9:00 am, and all day on weekends and holidays.

**Equipment:**

PARCS equipment includes Tiba brand in-lane, cashier, pay on foot stations, and accompanying software.

On-street and lot metered parking utilizes T2 Luke II pay stations and an Ann Arbor branded mobile payment app through Passport.
ATTACHMENT D
STANDARD PROFESSIONAL SERVICES AGREEMENT
Attachment D- SAMPLE Professional Services Agreement

AGREEMENT BETWEEN

AND THE ANN ARBOR DDA
FOR PROFESSIONAL SERVICES

The Ann Arbor DDA, a Michigan municipal corporation, having its offices at 150 S. Fifth Ave., Ann Arbor, Michigan 48104 ("DDA"), and ______________("Firm") a(n) ______________

(State where organized) (Partnership, Sole Proprietorship, or Corporation)
with its address at ________________

agree as follows on this _______day of ______________, 2023.

The Firm agrees to provide professional services to the DDA under the following terms and conditions:

I. DEFINITIONS

Contract Administrator means Jada Hahlbrock, acting personally or through any appropriate staff member.

Deliverables means all Data, Plans, reports, Recommendations, and other materials developed for or delivered to DDA by Firm under this Agreement.

Project means Parking System Rate Analysis Services.

II. DURATION

This Agreement shall become effective on ______________, 2023, and shall conclude by ___.

III. SERVICES

A. The Firm agrees to provide parking consulting services ("Services") in connection with the Project as described in Exhibit A (DDA RFP document). The DDA retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Firm shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. The Firm may rely upon the accuracy of information provided to it by the DDA except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the information.

IV. COMPENSATION OF FIRM

A. The Firm shall be paid the amount set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Firm, and approved by the Contract Administrator.

B. The Firm will be compensated for Services performed in addition to the Services described in Exhibit A, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.

C. The Firm shall keep complete records of time spent and materials used on the Project so that the DDA may verify invoices submitted by the Firm. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

A. The Firm shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the Ann Arbor DDA, and their officers, employees, and agents from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Firm or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Professional Liability Insurance protecting the Firm and its employees in an amount not less than $1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 each employee
Bodily Injury by Disease - $500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The Ann Arbor DDA shall be added as additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
$2,000,000 Per Job General Aggregate
$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be $1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above for each occurrence and/or aggregate in the amount of $1,000,000.

B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the DDA may possess, including any self-insured retentions the DDA may have; and any other insurance the DDA does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the DDA.

C. In the case of all contracts involving on-site work, the Firm shall provide to the DDA, before the commencement of any work under this contract, documentation demonstrating it has obtained the above-mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Ann Arbor DDA. Further, the documentation must explicitly state the following:
(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the DDA, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Firm supplies a copy of the endorsements required on the policies. Upon request, the Firm shall provide within 30 days a copy of the policy(ies) to the DDA. If any of the above coverages expire by their terms during the term of this contract, the Firm shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

D. Any insurance provider of Firm shall be admitted and authorized to do business in the State of
Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company’s Key Rating Guide of “A-“ Overall and a minimum Financial Size Category of “V”. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the DDA.

E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Firm shall indemnify, defend and hold the DDA, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney’s fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Firm or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

A. Non-discrimination. The Firm agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.

B. Living Wage. The Firm agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code.

VII. WARRANTIES BY THE FIRM

A. The Firm warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.

B. The Firm warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

C. The Firm warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

D. The Firm warrants that it is not, and shall not, become overdue or in default to the DDA or the City of Ann Arbor for any contract, debt, or any other obligation including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.

B. The DDA may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XI. If the Project is terminated for reasons other than the breach of the Agreement by the Firm, the Firm shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
C. Firm acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Firm. The Contract Administrator shall give the Firm written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE DDA

A. The DDA shall notify the Firm of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

A. The Firm shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the DDA. Notwithstanding any consent by the DDA to any assignment, Firm shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the DDA.

B. The Firm shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

C. The Fee Schedule, as outlined in Exhibit B, is inclusive of the work of any and all authorized Firms and _________ (primary service providers) acknowledges that it will be responsible for the work of any Firms (sub Firm name) included in Exhibit B.

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the DDA, care of the Contract Administrator.

XII. CHOICE OF LAW
This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity, and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Firm as provided under the terms of this Agreement shall be delivered to and become the property of the DDA. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of the Firm as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the DDA without restriction or limitation on their use. The DDA acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the DDA shall have a recognized proprietary interest in the work product of the Firm.

Unless otherwise stated in this Agreement, any intellectual property owned by the Firm prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Firm even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The DDA’s right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

Firm certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Firm further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be in effectiveto the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVI. EXTENT OF AGREEMENT
This Agreement, together with any affixed exhibits, schedules, or other documentation, constitutes the entire understanding between the DDA and the Firm with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended, or modified only by written amendment signed by the Firm and the DDA.
FOR FIRM

By

________________________________________

Authorized Representative

FOR ANN ARBOR DDA

By

________________________________________

Executive Director

SAMPLE