

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT/CBD PARKING**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Amendment Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Desman Associates (the "Architect"), for professional services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT/CBD PARKING**

WHEREAS, the Village of Downers Grove, an Illinois Municipal Corporation, (hereinafter referred to as the "Owner") and Desman Associates, a division of Desman, Inc. (hereinafter referred to as the "Architect") have previously entered into a professional services agreement related to the proposed Downers Grove CBD parking facility dated February 3, 1999, (hereinafter referred to as the "Agreement"); and,

WHEREAS, the parties have agreed to amend the agreement as provided herein.

NOW, THEREFORE in consideration of the mutual promises, covenants and conditions, the parties agree as follows:

SECTION 1. The project description on page 1 is deleted and replaced with the following:

Professional Services for the Design and Engineering of an Approximately 800 car multi-level parking facility to be constructed mid block between Curtiss Street on the North; Maple Ave. to the South; Main Street to the West; and Washington Street to the East.

SECTION 2. Section 11.2.1 is amended by deleting the entire paragraph beginning "Lump Sum fee for" and replacing same with the following

Lump Sum Fee for Basic Services of \$768,000 based on 8% percent of an Assumed Construction Cost of \$9,600,000. Phases 2 and 3 are subject to adjustment after computation of the Design Development Phase Estimate of Probable Construction Cost based upon the 8% of final estimated Construction Costs.

SECTION 3. The fee schedule set forth in Section 11.2.2 is amended by deleting the existing schedule and replacing it with the following:

Phase 1

- Schematic Design Phase \$115,200 (15%)
- Design Development Phase \$153,600 (20%)
- Total Phase 1 \$268,800 (35%)

Phase 2

- Construction Document Phase..... \$307,200 (40%)
- Bidding or Negotiation Phase \$ 23,040 (03%)

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Total Phase 2	\$330,240 (43%)
Phase 3	
• Construction Phase	\$168,960 (22%)
Total	\$768,000 (100%)

SECTION 4. The fee schedule set forth in Section 11.3.2 is amended by deleting the existing schedule and replacing it with the following:

Parking Operations/Management Planning Study	\$30,000
Program Definition/Concept Development Phase	\$22,000
Parking Demand Study	\$13,000
Site Traffic Plan	\$15,000

SECTION 5. The fee schedule set forth in Attachment C is amended by deleting the existing schedule and replacing it with the following:

Principal	\$150/hour
Associate	\$120/hour
Project Manager	\$110/hour
Architect/Engineer	\$100/hour
Technician	\$80/hour
CAD Operator/Draftsperson	\$70/hour

SECTION 6. Section I(A)2 of Attachment D is deleted.

SECTION 7. Section I(H)1 of Attachment D is deleted and replaced with the following:

During the Construction of the new parking facility it will be necessary to provide alternate parking plan for parkers who usually park on the proposed garage site.

SECTION 8. Replace the term "Curtiss Lot" with "Proposed Garage Site" throughout agreement, including, but not limited to Section I(H)1 of Attachment D.

SECTION 9. Section I(I) of Attachment D is amended to read as follows:

1. Desman will coordinate with the Village for the temporary relocation of on-street parking spaces that must be eliminated during adjacent (Washington Avenue) CBD street

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construction.

2. A plan will be developed so that the street construction program and the construction of the new parking facility can be completed with a minimum of disruption to traffic flow and parkers in the CBD.

SECTION 10. Section I(L) of Attachment D is amended by substituting the word "Desman" in place of "Earth Tech" throughout Section I(L).

SECTION 11. Section I(O) of Attachment D is amended by adding the following to Subsection I(O)1:

Provided, the parties acknowledge that certain work has been completed as set forth in Section II of Attachment D, known as the "Downers Grove Guidance Pathway Signage Systems" prepared by AMSIGN Corporation, which work is incorporated herein by reference. The parties further acknowledge that AMSIGN Corporation has not completed the work called for in Section II of Attachment D and is not capable of completing such work in a manner satisfactory to the Village. The parties agree to negotiate in good faith for a change order to provide for completion of such work by Desman. In the event a change order cannot be negotiated, Desman shall have no obligation under this Section (O) 1 of Attachment D and the Village shall receive a credit for payments made before this First Amendment for work never completed by AMSIGN Corporation.

SECTION 12. Section IV (Signage Plans for the CBD) is added to Attachment D as follows:

II. PARKING DEMAND STUDY

In order to complete the study tasks, Desman Associates has formulated a logical and realistic approach for analyzing the Downers Grove Garage Project. In concert with the Village Manager's Office, Desman will prepare a Parking Need Assessment and Financial Feasibility Analysis that will accomplish the following objectives:

1. *Assess the existing and future parking demand for the proposed facility*
2. *Determine, by block, existing and future parking demand, supply and surplus/deficiency given proposed development activity.*
3. *Assess the existing and future parking demand as well as efficacy for an additional facility north of the Downers Grove Library building.*

PHASE A: EXISTING AND FUTURE PARKING NEED ASSESSMENT

Task A - 1 Organizational Meeting:

Desman staff will meet with appropriate village staff, the project design team, and other appropriate parties involved in the project to discuss the important facets of the study and to outline a list of base data needed to successfully complete the assignment. At this time, all information available from the village and others not already in hand will be collected and reviewed. Any additional information that is desired will also be specified.

At this meeting, DESMAN will also want to be informed of any factors or circumstances that may potentially influence present/future parking conditions, project costs, project income potential, development schedule, or the timely completion of the work tasks outlined for the study.

Task A-2 Develop and Implement Data Collection Plan:

Following the assessment of available data, a data collection plan will be developed and submitted for review, discussion and approval prior to actual implementation. The data collection plan will consist primarily of fieldwork to verify available information and/or to gather new information needed for the successful completion of the study, and will include:

Review Parking Inventory - *The current inventory of parking spaces within the Study Area will be reviewed to ensure that the location of all public/private, off/on-street spaces can be verified. Past experience dictates that the method by which on-street spaces are inventoried (that is normally designated by block) can result in substantially differing supply totals. (Generally the study area is defined with 800- to 1,000' of the site in all directions).*

Evaluate Existing Occupancy - *If parking usage data are not readily available for on- and off-street parking facilities within the study area, Desman will survey the occupancy of parking facilities throughout the study area. Various techniques for data collection will be discussed with the village and an approach that will produce the most timely and reliable survey results will be agreed upon. The typical turnover and duration of stay data at on-street parking spaces in that area will be studied.*

Land Use Inventories - *The consultant will also be responsible for organizing and analyzing data on present land use activities within the study area. To the extent that recent and reliable data that specify use, gross square footage (GSF) and percent occupancy (vacancy rates) of buildings in the study area are available, the consultant will inventory and compile land use data on a block-by-block basis.*

Task A-3 Existing Parking Demand and Supply:

Estimates of peak hour demand will be determined based on interviews, field data and standards developed previously. Parking demand that is assumed to be generated by existing land uses and building occupancy levels will be compiled. The parking demand estimates will be stratified over the course of a typical weekday to produce a model of the peak period demand level. Reasonable walking distances for employees, visitors and patrons will be factored into

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the parking demand model for the study area.

The supply of parking within the study area will be broken down by block and by ownership (private/public), location (on-street/off-street) and other characteristics (parking rates, regulations, access). Under the assumption that selected parking standards reflect realistic peak hour demand for each land use, an estimate of parking shortfall or surplus can be made for each block. These estimates will be verified by random occupancy counts of various facilities during typical weekdays to ensure accuracy.

Summary tables of existing demand (by time of day and week), supply and surplus/shortfall will be presented in both graphic and tabular format and broken down by accumulation over the course of a weekday. Supply will be split between public/private and on/off-street spaces.

Task A-4 Assessment of Future Parking Conditions:

The assessment of existing parking conditions prepared as Task A-3 will be utilized as a basis to assess short – and long-range parking conditions. Future parking conditions will be evaluated using City growth estimates and/or demand estimates associated with specific projects that are under construction, planned or proposed. New construction that may replace existing surface parking will be factored into the future estimate of parking supply.

Through this approach, the parking space surplus and deficiencies will be evaluated. Anticipated parking usage based on existing characteristics will be used to establish transient (short duration of stay) and daily parking requirements, according to the mix of uses. Seasonal fluctuations will be examined to establish annual parking trends and peak periods during the year.

Future parking demand estimates will be presented for the date of opening and over a 5-year period after opening. The demand projections will factor in all the assumptions regarding new development, building occupancy trends, employment growth and other proposed parking projects in the study area to arrive at "optimistic" and "pessimistic" annual parking demand growth rate.

Task A-5 Prepare Technical Memorandum #1:

A concise memorandum will be prepared documenting our findings. This document will include appropriate charts, graphics and descriptive text. Draft copies will be submitted for review and comments prior to a presentation meeting.

Task A-6 Phase Meeting/Presentation:

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A meeting will be conducted by Desman staff to present and discuss our findings. Comments will be solicited and revisions made to the Technical Memorandum as appropriate.

SECTION 13. The second and third sentences of Section III(A)1 of Attachment D are deleted.

SECTION 14. Except as modified herein, the Agreement shall remain in full force and effect.

This Agreement entered into this ____ day of _____, 2000.

VILLAGE OF DOWNERS GROVE
Mike McCurdy, Village Manager

Attest: _____
Village Clerk

DESMAN ASSOCIATES

By: _____

Title: _____