

Contract No. K-1213-33

This Agreement, made and entered into this **10th day of July, 2012**, by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **CART**, hereinafter referred to as "Agency."

WHEREAS, there exists a need for public mass transportation services between the City of Norman and the City of Oklahoma City; and,

WHEREAS, there exists a need for public mass transportation services within the City of Norman; and,

WHEREAS, Agency has been designated the public mass transportation provider for Norman Area; and,

WHEREAS, City and Agency are desirous of entering into an Agreement for the Provision of Funding of said service; and,

Agency further agrees that the above-mentioned activities will be completed and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2013.

Budget

Local Route and Paratransit Service	\$ 450,000
Bus Passes	\$10,500
Total Budget	<hr/> \$ 460,500

Local Route and Paratransit Service

1. Description of Service – Agency shall provide the following:
 - a. Transit commuter service between Oklahoma City and Norman and local transit service within the City of Norman;
 - b. Regular paratransit service in accordance with provisions of the Agency 504/ADA Implementation Plan approved by the Agency Board of Trustees;
 - c. Telephone information service about transit services in a. and b. above;
 - d. Service shall not be provided on national holidays which fall on days of service;
 - e. Bus stop signs and poles at all designated stops which comply with City ordinances;
 - f. Bus benches and shelters, in the number and locations approved by existing Agency budgets, which comply with City ordinances and the Administrative Guide for Bus Stop Locations and Bench and Shelter Advertising;
 - g. Written notice, 30 days in advance, of all changes in service to a. through f. above.

2. Method of Payment – Agency shall invoice City on a monthly basis for 1/12th of \$450,000. Agency shall invoice City for bus passes as needed. Upon receipt and acceptance of invoices, City shall process said claims in the usual and customary manner and shall forward to Agency a check in amount stated on the invoice submitted.
3. Term of Agreement – This Agreement shall be considered to cover the period from July 1, 2012, through June 30, 2013.
4. Expiration or Termination – Either City or Agency may terminate this agreement by providing written notice at least 30 calendar days in advance of the proposed termination date.
5. Excusable Default – Agency shall not be held in default of this agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of fuel, or other emergencies including existing road conditions making performance impossible or illegal.
6. Integration – It is understood and agreed that this contract contains all the covenants, stipulations, and provisions agreed upon by the parties hereto and neither party is, or shall be, bound by any statement or representation not in conformity herewith. This agreement may not be modified except in writing signed by both parties.
7. Law Controlling – It is the understanding of the parties that this contract shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to mass transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this contract, binding on parties hereto as if such law were set out fully herein.
8. Insurance – Agency shall provide City with a certificate of insurance indicating that Agency has in force, a policy of liability insurance for the operation of said buses. Said policy shall be of a face value of at least \$1,000,000 aggregate for all claims for a single occurrence, \$100,000 bodily injury for a single claimant and \$25,000 property damage per claim. It is further understood and agreed by the parties hereto that failure to obtain and maintain such policy of insurance shall be considered a material breach of this contract.
9. Required Assurances
 - a. Compliance with Regulations – Agency shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
 - b. Audit and Inspection of Records – Agency shall permit the authorized representatives of City and/or HUD or DOT to inspect and audit all data and records of Agency relating to performance under the agreement until expiration of 3 years after final payment under this agreement. Agency

further agrees to include in all subcontracts hereunder, a provision to the effect that the subcontractor agrees to the same inspection and record keeping requirements. Agency and its subcontractors also agree to make available for access and examination any records relevant to any litigation or dispute which may arise out of this agreement during the 3 year period and shall continue to maintain and make available any relevant records until such litigation is concluded.

- c. Interests of Members – No member of, or delegate to, the Congress of the United States shall be permitted to any share or part of this agreement or to any benefit arising therefrom.
- d. Prohibited Interest – No member, officer or employee of Agency or of a local public body during their tenure or one year thereafter shall have any direct or indirect interest in the agreement or the proceeds thereof.
- e. Equal Employment Opportunity – In connection with the execution of this agreement, Agency shall not discriminate against any employees or applicants for employment because of race, religion, color, sex, age, disability, or national origin.
- f. Solicitation for Subcontract Including Procurement of Materials & Equipment – In all solicitations either by competitive bidding or negotiation made by Agency for work to be performed under a subcontract, all requirements for nondiscrimination identified in e. shall be fully disclosed and adhered to by subcontractors.
- g. Sanctions for Noncompliance – In the event of Agency’s noncompliance with the nondiscrimination provisions of this agreement, City shall impose such sanctions as determined appropriate, including, but not limited to withholding of payments and cancellation, termination or suspension of the agreement in whole or in part.
- h. Disadvantaged Business Enterprise – Disadvantaged businesses as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed with federal funds under this agreement. Agency shall advise contractors and bidders of this information and that failure to carry out these requirements shall constitute a breach of contract and may result in termination of the agreement or such remedy as deemed appropriate.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

OU/CART

Douglas W. Myers

Douglas W. Myers, Director



Subscribed and sworn to before me this 27 day of June, 2012.

Betty Love

Notary Public

My Commission expires: July 1, 2014
Commission Number: _____

The City of Norman, Oklahoma

Cindy Rosenthal, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 29th day of June, 2012.

Jeff Bryant

Jeff Bryant, City Attorney

ADDENDUM A

Bus Stops, Benches & Shelters by Route

CART Bus Stops in the City of Norman

Main St/N10	Physical Address		Notes
South Oval #	720 S. Oval	G	
Jenkins/Felgar (Sarkeys Energy Center)	835 Jenkins Ave.		
Jenkins/Boyd	747 Jenkins Ave.		
Jenkins/Duffy	701 Jenkins Ave.		
Webster/Apache	413 S. Webster Ave.		
Webster/Main	117 S. Webster Ave.		
Norman Public Library	235 N. Webster Ave.		
Main/Lahoma **	699 W. Main St.	N	Relocation pending permit. Moving west of current location approximately 162'. New bus shelter design to be installed.
Norman High School **	911 W. Main St.	N	
Berry/Denison	827 N. Berry Rd.	N	Effective 4-14-11: Norman Housing Authority stop (625 N. Berry Rd.) moved to N. of Denison. Re: ADA/cross walk issues
Berry/Dorchester	1111 N. Berry Rd.		
Robinson/Woods **	1699 W. Robinson St.	N	
Robinson/24th Ave NW **	2601 W. Robinson St.	N	
Rambling Oaks/Northwest Blvd. #	1196 Rambling Oaks	N	
Northwest Blvd./Interstate Dr. (At Stop Sign)	3002 Northwest Blvd.	N	
Interstate Drive #1	760 N. Interstate Dr.		Stop abandoned, post & sign removed 12/4/09
Interstate Drive/Copperfield **	598 N. Interstate Dr.	N	
River Oaks/Interstate Drive	3009 River Oaks Dr.	G	
River Oaks/Cotswold #	3473 Riveroaks Dr.	G	Privately Owned Bench
Sooner Station Post Office **	290 36th Ave. NW	N	
Main/36th Ave NW **	3398 W. Main St.	N	
Norman Center Ct./Ed Noble **	299 Norman Ctr. Ct.	N	
Ed Noble #1 **	698 Ed Noble Parkway	N	
Ed Noble #2 #	998 Ed Noble Parkway	N	
24th Ave SW/Lindsey **	1199 24th Ave. SW	N	
24th Ave SW/Boyd **	599 24th Ave. SW		
Main/24th Ave. NW **	2198 W. Main St.	N	
Main/Sherry #	1720 W. Main St.		
Norman High School #	998 W. Main St.	N	
Main/Park #	424 W. Main St.		Privately Owned Bench
Webster/Main	116 S. Webster Ave.		
Webster/Eufaula	220 S. Webster Ave.	G	
Webster/Apache	420 S. Webster Ave.		
Duffy/Asp	398 W. Duffy	N	New stop. Site approval 7-1-11. Pending ADA improvements.
Asp/White (Campus Corner)	730 Asp Ave.		Stop abandoned, this route only. Effective 8-2011
Asp/Felgar (Student Union)	890 Asp Ave.		Stop abandoned, this route only. Effective 8-2011
South Oval #	720 S. Oval	G	

= Bench Stop

N = City of Norman

G = Google Map Address

** = Sheltered Stop

Updated: 07/07/11

CART Bus Stops in the City of Norman

Lindsey East/N11	Physical Address		Notes
South Oval **	352 W. Brooks St.	G	
Duck Pond # (on Lindsey)	608 E. Lindsey St.	G	
Springfield Apts. **	1104 E. Lindsey St.		Privately Owned Shelter
Riverbend Apts. **	1596 E. Lindsey St.	N	
Twin Creek Apts. **	1196 Creekside Dr.	G	Privately Owned Shelter
Colonial Estates Park	1005 Biloxi Dr.		
Kennedy School (Stop Sign)	701 Biloxi Dr.		
Campus Lodge **	1800 Beaumont Dr.		Privately Owned Shelter
Vicksburg/Vicksburg Cir.	301 S. Vicksburg Ave.		
Irving Middle School	115 S. Vicksburg Ave.		
Alameda/Vicksburg **	1899 Alameda	N	
Alameda/Crestland **	1799 Alameda	N	
Alameda/Shiloh #	1599 Alameda St.	N	
Alameda/Triad Village**	1211 Alameda St.	N	
12th Ave. SE/Alameda #	196 12th Ave. SE	N	
12th Ave. SE/Triad Village **	396 12th Ave. SE	N	
Summer Pointe Apartments **	870 12th Ave. SE	G	Privately Owned Shelter
Brooks/Barkley (Stop Sign)	901 E. Brooks St.		
Brooks/Oklahoma (Stop Sign)	601 E. Brooks St.		
Brooks/Jenkins (Stop Sign)	101 E. Brooks St.		
South Oval #	724 S. Oval	G	

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Updated: 11/04/09

CART Bus Stops in the City of Norman

Lindsey West/N12	Physical Address		Notes
South Oval #	724 S. Oval	G	
Lindsey/Flood	999 W. Lindsey St.	N	
Lindsey/Berry **	1199 W. Lindsey St.	N	
Lindsey/Wylie #	1499 W. Lindsey St.	N	
Mr. Shortstop #	1999 W. Lindsey St.	N	
24th SW/Lindsey **	1199 24th Ave. S.W.	N	
Brooks/24th SW	2300 W. Brooks St.		
Whittier/Brooks	2000 W. Brooks St.		
Brooks/McGee (Stop Sign)	1800 W. Brooks St.		
McGee/Lindsey	1140 McGee Dr.		
Lindsey/Wylie **	1510 W. Lindsey St.	N	
Lindsey/Berry **	1198 W. Lindsey St.	N	
Lindsey/Lahoma	898 W. Lindsey St.	N	
South Oval **	352 W. Brooks St.	G	

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Updated: 11/04/09

CART Bus Stops in the City of Norman

Alameda/N21	Physical Address		Notes
South Oval **	714 S. Oval	G	
Jenkins/Brooks (Stop Sign)	1101 S. Jenkins Ave.		
Jenkins/Felgar (Sarkeys Energy Center)	835 S. Jenkins Ave.		
Boyd/Barkley	900 E. Boyd St.		
12th Ave. SE/Boyd **	499 12th Ave. SE	N	
Triad Village Drive #	397 Triad Village Dr.	N	
Alameda/Triad Village **	1211 Alameda St.	N	
12 Ave NE/Alameda **	199 12th Ave. NE	N	
Community Services Bldg. **	700 Veterans Dr.	N	
Griffin Memorial Hospital **	901 E. Main St.	N	
Findlay/Gray	125 N. Findlay St.		
Findlay/Oliver-NRH **	799 N. Findlay St.	N	
Robinson/Porter **	499 E. Robinson St.	N	
Berry/Westheimer (Stop Sign)	1600 N. Berry Rd.		
Westheimer/Halley (YMCA)	1329 Westheimer Dr.	G	
Westheimer Terminal (Stop Sign) **	1798 Westheimer Dr.	N	
Goddard/Flood	2320 Goddard Ave.	G	
Norman North High School #	1898 Stubbeman Ave.	N	
Peters/Johnson	1004 N. Peters Ave.		
Peters/Hughbert	624 N. Peters Ave.		
Peters/Tonhawa	302 N. Peters Ave.		
Peters/Comanche	116 S. Peters Ave.		
Peters/Symmes (Senior Center)	316 S. Peters Ave.		
Jenkins/Felgar	840 S. Jenkins Ave.		
Jenkins/Brooks (Stop Sign)	1090 S. Jenkins Ave.		
South Oval **	714 S. Oval	G	

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Updated: 11/04/09

CART Bus Stops in the City of Norman

Sooner Express/N24	Physical Address		Notes
OU Campus/South Oval #	730 S. Oval	G	
Lindsey/Wylie #	1499 W. Lindsey St.	N	
24th Ave. SW/Boyd **	599 24th Ave. SW	N	
Westport Dr./24th Ave. NW (S. of Homeland)	2791 Westport Dr.	G	
Robinson and Main			OKC Metro Transit
Main and E K Gaylord			OKC Metro Transit
E K Gaylord and NW 3rd			OKC Metro Transit
NW 4th St and Broadway			OKC Metro Transit
NE 13th and Lincoln			OKC Metro Transit
NE 13th and Phillips			OKC Metro Transit
NE 13th at Children's Hospital			OKC Metro Transit
Bird Library			OKC Metro Transit
Oklahoma Health Department			OKC Metro Transit
Physician's Buidling			OKC Metro Transit
NE 13th and Philips			OKC Metro Transit
Lincoln and NE 19th			OKC Metro Transit
State Capitol at Seqyoyah Building/State Offices**			OKC Metro Transit
OK Dept. of Trans. **			OKC Metro Transit
Robinson and NW 7th			OKC Metro Transit
Federal Courthouse			OKC Metro Transit
Downtown Transit Center**			OKC Metro Transit
Robinson and Park Ave.			OKC Metro Transit
Westport Dr./24th Ave. NW (S. of Homeland)	2791 Westport Dr.		
24th Ave. SW/Boyd	540 24th Ave. SW		
Lindsey/Wylie **	1510 W. Lindsey St.	N	
OU Campus/South Oval #	730 S. Oval	G	

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Updated: 11/04/09