

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Nelson\Nygaard Consulting Associates, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to obtain consulting services related to a transit long range strategic plan (the Project); and,
2. OWNER requires certain professional services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE AND TERM**

The effective date of this Agreement shall be the 15th day of July, 2020. In the event completion of services extends beyond June 30, 2021, the continuation of the agreement shall be contingent upon sufficient funding by Norman City Council.

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Oklahoma.

**ARTICLE 3 - SCOPE OF SERVICES**

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

**ARTICLE 4 - SCHEDULE**

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B, Project Schedule.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

**ARTICLE 7 - STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

**ARTICLE 8 -INDEMNIFICATION AND LIABILITY**

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by negligent act, error or omission, of the indemnifying party in the performance of services under this Agreement, provided that OWNER'S indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

**ARTICLE 9 - INSURANCE**

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence, \$2,000,000 General aggregate and \$2,000,000 Products/Completed Operations Aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 each accident, \$500,000 policy limit – disease and \$500,000 each employee - disease.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER, except 10 days' notice of nonpayment of premium. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

**ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT'S opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

**ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

**ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

**ARTICLE 14 - TERMINATION AND SUSPENSION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

**ARTICLE 15 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**ARTICLE 16 - NOTICES**

Any notice required by this Agreement shall be made in writing to the address specified below:  
OWNER:

Taylor Johnson  
Public Transit Coordinator  
City of Norman  
P.O. Box 370  
Norman, OK 73070

CONSULTANT:

Nelson\Nygaard Consulting Associates, Inc.:  
Leah Riley  
Managing Director  
2 Bryant Street, Suite 300  
San Francisco, CA 94105

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

**ARTICLE 17 - DISPUTES**

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, any legal action commenced in connection with this Agreement shall be filed in the District Court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

**ARTICLE 19 - WAIVER**

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 20 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 21 - INTEGRATION**

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 22 - SUCCESSORS AND ASSIGNS**

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**ARTICLE 23 - ASSIGNMENT**

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

**ARTICLE 24 - NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

**ARTICLE 25 – RECORD RETENTION**

CONSULTANT and its subconsultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by OWNER, and copies thereof shall be furnished to OWNER, and if required, to ODOT.

The remainder of this page is intentionally blank.

IN WITNESS THEREOF, this Agreement is entered into this 14th day of July, 2020.

Nelson/Nygaard Consulting Associates, Inc.

City of Norman, Oklahoma

Signature [Handwritten Signature]  
Name Leah Pity  
Title Managing Director  
Date 7/8/2020

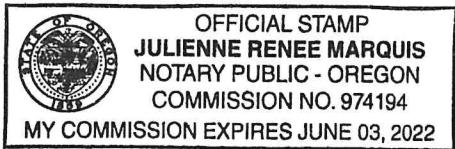
\_\_\_\_\_  
Mayor Breea Clark  
  
Attest: \_\_\_\_\_  
Brenda Hall, City Clerk

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

On this 8 day of July, before me personally appeared the above-referenced individual to me known to be the identical person who subscribed the above and foregoing instrument and acknowledged to me that the execution of same was done as a free voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

[Handwritten Signature]  
\_\_\_\_\_  
Notary Public  
  
My Commission Expires:  
June 3, 2022



APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kristina L. Bell, Assistant City Attorney

## ATTACHMENT A SCOPE OF SERVICES

### PART I – DESCRIPTION OF PROJECT

CONSULTANT shall, except as otherwise provided for herein, furnish all professional services, labor, equipment and incidentals (Services) as set forth below which are required for this AGREEMENT.

#### TASK 1: PROJECT INITIATION AND MANAGEMENT

### 1.1 Kickoff Meeting and Site Visit

Following the notice to proceed, Nelson\Nygaard will initiate the project with a kickoff meeting to bring together City of Norman staff with key members of our team for the following purposes:

- Discuss project objectives and priorities
- Fine-tune the project scope and schedule
- Identify relevant data for subsequent tasks
- Discuss outreach strategies and potential stakeholders
- Discuss immediate next steps

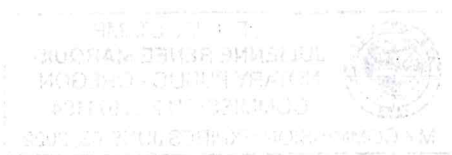
Due to ongoing travel restrictions associated with COVID-19, the kickoff meeting may need to be conducted via video conference.

Either in conjunction with the kickoff meeting or at our first opportunity, we will conduct an in-person site visit and encourage staff to accompany us as we observe existing transit routes and facilities, major travel corridors, any unserved destinations, and planned development projects.

### 1.2 Bi-Weekly Updates and Monthly Progress Reports

To manage the project, we will maintain frequent, ongoing communication with City of Norman staff. We propose holding a bi-weekly conference call, during which we will provide updates on each project task and ensure that any outstanding issues or questions can be resolved early on.

We will also provide monthly progress reports including a summary of all work completed during the month, in-progress and upcoming tasks, invoices, and remaining budget.





## TASK 2: EXISTING CONDITIONS REPORT

### 2.1 Comprehensive System Evaluation

As a starting point in our evaluation, we will analyze monthly performance trends for fixed-route and paratransit services. Fixed-route ridership data will be used to create boarding and alighting activity maps for individual routes and the entire system. An origin and destination map will be created for paratransit service.

Detailed route profiles will be developed detailing design characteristics, ridership and on-time performance. Each route profile will also include an assessment of the strengths, challenges, and opportunities of each route.

### 2.2 Market Analysis

Understanding transit markets is a fundamental step in developing a coordinated transit system. Using the latest Census American Community Survey (ACS) data, we will develop maps depicting demographic, socio-economic, and employment characteristics within the City of Norman. We will examine the distribution and density of populations with a higher propensity to use transit, such as zero vehicle households, low-income residents, senior citizens, young adults, and persons with a disability. We recommend obtaining anonymized data of University of Oklahoma student home locations. Demographic information will be overlaid with the City of Norman and Cleveland Area Rapid Transit route networks to identify potential service gaps.

We will also analyze and map data from the U.S. Census Longitudinal Employer-Household Dynamics (LEHD) to better understand employment travel patterns prior to the COVID-19, particularly those of low-income employees and long-distance commuters. This information will be used to help interpret the impact of the pandemic on markets and how they might return.

Association of Central Oklahoma Governments (ACOG) regional population and employment projections will provide insight into anticipated growth.

### 2.3 Existing Conditions Report

Technical work described in tasks 2.1–2.3 will be synthesized into an Existing and Future Conditions Report comprised of visually appealing maps and graphics along with descriptive yet succinct narratives. The report will include a summary of key findings, transit needs, and opportunities. In addition to creating a common understanding of existing and future conditions, the report will also serve as a starting point for the development of fixed-route and paratransit recommendations.

#### Deliverables:

- Existing Conditions Report

## TASK 3: LAND USE INTEGRATION OPPORTUNITIES

### 3.1 Policy and Infrastructure Review

Nelson\Nygaard will begin this task by conducting a thorough review and summarize relevant plans and policies, including but not limited to the following:

- PlanNorman Comprehensive Plan
- Norman City Center Vision
- City of Norman Comprehensive Transportation Plan
- MPO Long Range Transportation Plan
- City of Norman Zoning Ordinance

We will also map multimodal transportation features, such as sidewalks, bikeways, and pedestrian crossings. This multimodal assessment will inform the development of land use integration opportunities and initial service alternatives.

### 3.2 Transit Supportive Development Guide

After completing the policy and infrastructure review, Nelson\Nygaard will develop an accessible guide to transit-oriented and transit-supportive development best practices. These practices will consist of urban design treatments and land use policies optimized to accommodate transit operations and ensure multimodal access to stations and stops.

This manual of standards will be targeted at city staff and officials as well as developers. The guide will feature a toolbox of design and policy elements similar to the NACTO Urban Street Design Guide, which Nelson\Nygaard developed in coordination with NACTO. The guide will include but will not be limited to principles related to:

- Land use mix
- Densities
- Street and block configuration
- Street design (plans, cross sections)
- Transportation demand management
- Parking policy
- Site design
- Pedestrian network and amenities
- Accessibility
- Placemaking
- Personal safety and security

The guide will also classify Norman's existing streets and developed land based on their ability to support transit.

#### Deliverables:

- [Transit Supportive Development Guide](#)

## TASK 4: COMMUNITY OUTREACH

### 4.1 Community Outreach Plan

Community engagement and consensus is vital to the success of any transit plan, particularly one that will include recommendations of a new transfer station. As a result, our team recommends the development of a community outreach plan from the onset of the project to ensure the coordinated transit plan reflects the shared needs, priorities, and values of all segments of the greater Norman community. Within two weeks of the project kickoff meeting, our team will finalize a community outreach plan that details:

- Outreach goals and objectives
- Key messages and communication strategies to connect with residents and students
- Potential stakeholders
- Proposed outreach event locations, dates, and times

We anticipate working with City communications staff to finalize the community outreach plan, which will describe activities proposed in Tasks 2.2-2.4.

### 4.2 Direct Outreach

Nelson\Nygaard anticipates facilitating two rounds of direct outreach. During each round of public meetings, we propose a combination of traditional community meetings and more informal pop-up meetings at various locations throughout the community, such as the existing transfer station, and community events. Pop-up meeting materials typically consist of informational boards, system maps, and surveys or exercises for participants of all abilities.

The first round of direct outreach will take place after completion of the existing conditions report. The purpose of the first round of direct outreach is to:

- Inform current and potential riders of the study and existing conditions findings
- Obtain feedback regarding existing transit services
- Identify potential transit service needs or opportunities
- Familiarize participants with emerging mobility options

The purpose of the second round of public meetings is to present initial fixed-route, paratransit, and innovative service alternatives and obtain comments and suggestions from the community. If City staff desires a third round of outreach to present recommendations, we will adjust the work plan to accommodate.

Meeting flyers that double as project fact sheets will be developed prior to each round of direct outreach. These materials are intended to reach a variety of audiences and can be disseminated online, with utility bills, and at public facilities such as libraries, senior centers, and activity centers. We also recommend that City communications staff promote direct outreach activities via social media posts, website updates, and email distribution.

### 4.3 Online Outreach

In addition to direct outreach, Nelson\Nygaard will develop online surveys and social media content. After submitting the outreach plan, we will work with City staff to develop a project webpage on the City and Embark websites. The project webpage will include, at minimum:

- A project description and timeline
- Meeting announcements and other updates
- Links to online surveys
- Information on how to provide feedback
- Links to download project deliverables

In conjunction with each round of outreach, we will design online surveys to obtain feedback from riders and non-riders. The first online survey will be designed to understand the patterns, opinions, and needs of existing riders and identify improvements that would attract non-riders. The second online survey will seek feedback on initial service alternatives and transfer station concepts. We will also coordinate with City staff to promote the project website/webpage and online surveys through existing social media accounts.

### 4.4 Stakeholder Discussions

Nelson\Nygaard will collaborate with city staff to identify stakeholder representatives that will provide insight into the transit needs and opinions held by their constituents. Stakeholder discussions will likely occur during the same week as direct outreach. Each round of stakeholder outreach will consist of morning and afternoon meetings to maximize attendance.

The first round of stakeholder meetings will include a brief presentation summarizing project goals and initial findings, followed by open-ended conversation. Topics to be covered include:

- Perceptions about strengths/weaknesses of existing transit services
- Transit needs and/or opportunities
- Benefits of expanding and/or enhancing local and regional transit services
- Highest priorities for improving transit services

To encourage participants to speak frankly, we will ensure participants their comments are anonymous and present results so that comments are presented by theme. The second round of stakeholder discussions will include a presentation of initial service alternatives and transfer station concepts, followed by a group discussion. Based on the City's discretion, stakeholder discussions will take place either in person or virtually via conference call.

### 4.5 Community Outreach Summary

Following the completion of outreach activities, Nelson\Nygaard will develop a memorandum detailing methods and feedback, along with concise summary graphics.

Deliverables:

- [Community Outreach Plan](#)
- [Community Outreach Summary](#)

## TASK 5: FARE ANALYSIS

### 5.1 Fare Policy

The purpose of this task is to conduct a peer review of fare policies for up to six comparable transit agencies. The benefits and drawback of alternate fare medias such as smartcards and electronic payment will also be explored. We will begin by analyzing the fare policies of peer agencies with emphasis on the following:

- Fare pricing
- Reduced fare eligibility
- Transfer policies
- Pass products
- Fare collections practices
- Average fare per passenger
- Farebox recovery ratio
- Pass discount ratios (as compared to base fare)

Nelson\Nygaard will also develop a fare model will to predict ridership and revenue impacts of various fare structure scenarios based on standard elasticities. The fare model will be developed in Microsoft Excel and will be provided to staff for future use beyond this project.

## TASK 6: ALTERNATIVES ANALYSIS

### 6.1 Transfer Station Site Selection

After completing the site visit, Existing Conditions Report, and first round of outreach, Nelson\Nygaard will identify and score at least three potential sites for a new Transfer Station. Potential sites will be scored based on several factors including but not limited to location and proximity, tract size and geometry, existing use, zoning, environmental constraints, adjacent development, property value, multimodal connectivity, etc. We anticipate working closely with City staff to select a preferred site location based on scoring and other considerations.

### 6.2 Initial Service Alternatives

After completing the first round of outreach and selecting a transfer station site, Nelson\Nygaard will develop initial service alternatives based on market demand, community needs, and anticipated growth. A wide range of alternatives will be explored to meet the varying transportation needs of Norman residents, employees, and visitors. In evaluating the viability and potential modifications to local and regional transit, it is important to consider all markets, modes, vehicles, and operating types.

Due to the uncertainties in future economic conditions, travel patterns, mode choice, and transportation funding, Nelson\Nygaard anticipates taking a two-scenario approach to the development of initial service alternatives. The first scenario will assume baseline conditions, i.e. funding levels prior to COVID-19 pandemic. The second scenario will assume a significant reduction in transit funding, service levels, and ridership. City staff will provide direction on which scenario shall be introduced to the community.

#### Fixed-Route Service Alternatives

During the second round of community outreach, Nelson\Nygaard will introduce up to three fixed-route alternatives that include system and route maps, proposed service spans and headways, anticipated benefits, and

any ridership impacts. Stakeholders and the public will be asked to provide feedback on each alternative. This strategy will enable us to understand which elements generate the highest levels of support, and then to subsequently combine the best elements of each scenario into the preferred alternative.

### **Non-Traditional Service Opportunities**

A range of innovative transportation services and technologies will also be introduced to the community, including but not limited to:

- Microtransit
- Ridesharing
- Transportation Network Company (TNC) partnerships
- First/last mile connections
- Flexible service

Initial fixed-route alternatives and non-traditional service opportunities will be presented to City staff and refined prior to being shared with the public. Each alternative will be packaged in formats that are easy to understand while also describe benefits and any negative impacts.

## **6.3 Preferred Alternative**

After obtaining community feedback on the initial alternatives, we will develop a preferred alternative that will be divided into three phases:

### **Phase 1 (1-5 years)**

Service enhancement and expansion recommendations of the preferred alternatives will include:

- System network and individual route maps
- Proposed service spans and headways
- Potential non-traditional service zones
- Days of operation
- Future expansion options
- Vehicle and driver requirements
- Associated infrastructure needs
- Potential paratransit service impacts

### **Phase 2 (6-10 years)**

Phase 2 recommendations will focus on service expansion and enhancements.

### **Phase 3 (10-20 years)**

Phase 3 recommendations will include continued service expansion and emerging technologies. Phase 3 recommendations also assume successful implementation of Phases 1 and 2.

## TASK 7: IMPLEMENTATION PLAN

### 7.1 Operating Budget

After finalizing the preferred alternative, we will identify the operating costs necessary to implement the recommendations. The operating budget will include costs for contracted, directly operated, or a combination of both service delivery options. The operating budget will be based on service hours and miles.

### 7.2 Capital Budget

Nelson\Nygaard will develop a 20-year fleet plan that reflects the preferred alternative recommendations. The purchase of buses, vans, and other revenue vehicles will be calculated by year in a fleet expansion and replacement schedule. The fleet plan will also include cost options for moving towards an electric fleet with associated infrastructure and maintenance.

The capital budget will also cover bus stop amenities, the selected transfer center, a maintenance facility, and any infrastructure or technology investments that will improve system efficiency or enhance customer service. Estimates will include costs for purchase, design, and construction.

### 7.3 Potential Funding Source Identification

We will then identify all anticipated or potential federal, state, and local funding sources, including Small Transit Intensive Cities (STIC) and Congestion Mitigation and Air Quality (CMAQ), and Surface Transportation Block Grant (STBG) programs.

We will also evaluate the feasibility of potential economic development and community partnership funding sources, in terms of their ability to generate revenue, technical feasibility, and political acceptance. Potential non-traditional funding sources include partnerships with government entities or educational institutions, sponsorships in the form of advertising revenues, and public-private partnerships with major employers. Our project team has experience helping transit providers negotiate agreements with benefiting partners to fund the implementation and/or increased investment of transit service.

### 7.4 Financial Plan

The objective of the financial plan is to summarize revenues and expenditures detailed in Tasks 7.1-7.3. The plan will reflect realistic projections and viable opportunities for new funds. The resulting financial plan will include both a short-term plan intended to support planned changes and a longer-term plan to ensure that funding will support the future system.

### 7.5 Implementation Plan

After finalizing financial assumptions, we will develop a detailed service implementation plan that will identify the actions, service details, capital needs, and phasing. A simplified version of the implementation plan will also be developed in a graphic format.

#### Deliverables:

- [Financial Plan](#)
- [Implementation Plan](#)

## TASK 8: FINAL PLAN DEVELOPMENT

### 8.1 Draft Plan

The draft plan will compile analysis, findings and recommendations developed in previous tasks. The report will consist of the following chapters:

- Executive summary
- Existing conditions
- Land use integration
- Community outreach and feedback
- Preferred alternative
- Implementation plan

An electronic copy of the draft plan will be submitted to City staff for review and comment. The executive summary will be designed to function as a stand-alone document. We will also present a summary of the draft plan to City Council or a City Council Committee, upon request. We will also be prepared to answer any questions from the public.

### 8.2 Final Plan

Based upon one set of non-conflicting comments from staff, Nelson\Nygaard will revise the draft plan and produce a final plan in PDF and DOCX formats. The final plan will combine all memoranda into one deliverable. The Nelson\Nygaard team will also assemble and provide GIS files, Adobe Illustrator files, spreadsheets, and other relevant data in electronic format.

Deliverables:

- Draft Plan
- Final Plan



**ATTACHMENT B  
PROJECT SCHEDULE**

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER and CONSULTANT and after receipt of a written Notice to Proceed from OWNER. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	July 15, 2020
Existing Conditions Report	60 days after NTP
Transit Supportive Development Guide	3 months after NTP
Community Outreach Plan	4 months after NTP
Community Outreach Summary	5 months after NTP
Financial Plan	8 months after NTP
Implementation Plan	9 months after NTP
Draft Report	10 months after NTP
Final Report	11 months after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by similar professionals practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

**ATTACHMENT C  
COMPENSATION**

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$150,000 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT monthly based on percentage completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

TASK	COMPENSATION
Project Initiation & Management	\$10,938
Existing Conditions Report	\$25,144
Land Use Integration Opportunities	\$11,830
Community Outreach	\$34,699
Fare Analysis	\$4,053
Alternatives Analysis	\$21,715
Implementation Plan	\$17,798
Final Plan Development	\$13,822
Direct Expenses	\$10,000
TOTAL COMPENSATION	\$150,000

**ATTACHMENT D  
OWNER'S RESPONSIBILITIES**

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish legal assistance as required in the preparation, review, and approval of construction documents (if applicable).
6. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction (if applicable).
7. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

