

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Freese and Nichols, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to prepare a Comprehensive Transportation Plan (the Project); and,
2. OWNER requires certain professional planning, survey, design, analysis and engineering 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**

The effective date of this Agreement shall be 14th day of November, 2012.

### **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.

### **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 an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. 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 and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1 ,000,000 for each person and \$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 for each occurrence.
- (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. 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; 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:

David R. Riesland, P.E.  
City Traffic Engineer  
City of Norman  
1311 DaVinci  
P.O. Box 370  
Norman, OK 73069

CONSULTANT:

Tricia H. Hatley, P.E., LEED AP  
Freese and Nichols, Inc.  
Vice President/Principal  
1701 N. Market Street, Ste. 500  
Dallas, Texas 75202

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, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. 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.

IN WITNESS WHEREOF, OWNER and Freese and Nichols, Inc. have executed this Agreement.

DATED this 13th day of November, 2012.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name Cindy Rosenthal

Title Mayor, City of Norman

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Freese and Nichols, Inc.  
(CONSULTANT)

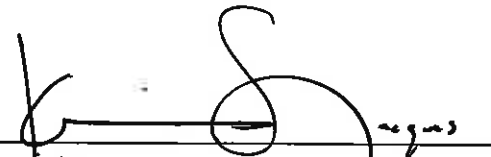
Signature 

Name Tricia Hatley, P.E., LEED-AP

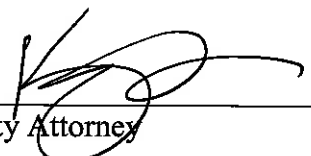
Title Principal

Date 11-7-12

Attest:

  
Associate

Approved as to form and legality this 13th day of November, 2012.

  
City Attorney

## **Attachment A, Scope of Services**

### **Norman Comprehensive Transportation Plan**

The purpose of the Comprehensive Transportation Plan (CTP) is to provide a framework for the development and implementation of an efficient and comprehensive transportation system within Norman and its extraterritorial jurisdiction. The Plan will build off CTP Phase I efforts by reviewing and providing guiding principles, goals and objectives for achieving safe and efficient flow of transportation facilities, assessing and addressing deficiencies of the existing transportation system through short and long-range objectives, develop modal system plans, identify transportation policies and programs to implement modal system plans, and develop a prioritized capital improvements program of short and long-range actions. A land planning charrette aimed at framing the long-term growth of the city will serve as the basis for travel forecast modeling of long-term growth. The plan will be guided through work with the Community Visioning Committee (CVC) and specific Modal Sub-Committees and supported through a public input program consisting of public meetings and dissemination of plan information via a project web-site and social media. A public hearing process at the conclusion of the study will support final plan recommendations.

#### **Work Area 1: Guiding Principles, Goals and Objectives**

In addition to refining the goals of the program, the subcommittees will have an opportunity to establish the objectives to reach those goals and how they will be measured, and subsequently help to formulate and prioritize the improvements to the transportation system.

##### **Task 1.1      Staff Work Session #1: Project Initiation Kick-off Meeting**

FNI will conduct a kick-off meeting with the City of Norman staff and invited representatives of the CVC. The objective of the kick-off meeting is to verify that the project scope, expectations, budget, schedule, and deliverables are clearly understood by all. During the kick-off meeting, we will establish an effective plan for communicating with our Project Team members, city staff and stakeholders. Typical of all meetings, City staff will prepare a meeting summary and distribute to participants within 5 working days after the meeting.

##### **Task 1.2      Establish CVC Subcommittee Organizational Structure**

As part of the agenda for the kick-off meeting, FNI will collaborate with City staff and representatives of the CVC to establish a set of subcommittees, their recommended member typology, their organizational structure and their charter for working with the City staff and FNI to actively participate in the assessment of needs and formulation of action items, as well as responsibilities for review and level of control of Plan products. Four subcommittees are to be created:

- Automobile Capacity and Quality of Service and Parking
- Pedestrian and Bicycle Mobility and Safety and Streetscape
- Transit Capacity and Quality of Service
- Freight Movement, Airports, Emergency Response

City staff and other agency representation on the subcommittees will also be established. City staff and CVC members will be responsible for populating the Subcommittees and for managing their membership and participation. Meetings with the Subcommittees, described hereafter, will be conducted simultaneously on one day, beginning with an opening discussion collectively and then breaking into the four groups to focus on modal issues, reassembling as needed at the end of the meeting to review work efforts. Interaction of FNI with the Subcommittees to provide input and review between meetings will be facilitated by electronic communications and file sharing.

- Task 1.3      Establish Framework for Social Media Outreach and Public Meetings**  
Also as part of the kick-off meeting, FNI will collaborate with City staff to establish a protocol for the platform, timing and substance of CTP information that is disseminated to the general public and the process for on-line surveys regarding plan elements. We will prepare an initial timeline for key project deliverables and meetings and collaborate with City staff on when messaging and graphics need to be provided by FNI for City staff distribution using the City's established web page, Facebook, Twitter and other distribution processes.
- Task 1.4      Subcommittee Meeting #1: Review Goals and Principles and Establish Objectives**  
The Project Manager and Task Leaders from the FNI team, as well as City and CVC leadership, will meet with each of the four subcommittees to discuss and refine as necessary the initial set of principles and goals for the project. The FNI team Task Leaders will facilitate discussion on strategies identified in the Phase 1 efforts of the Plan, and work with the subcommittees to refine and expand upon these strategies to formulate specific Objectives for each of the goals under purview of each the subcommittees. The formulation of specific objectives will facilitate subsequent assessment and prioritization of action items for implementation.
- Task 1.5      Finalize Principles and Goals**  
Based on input from the Subcommittees, FNI will draft a final statement of Principles and Goals for the CTP, and feedback to the Subcommittees for final comment. FNI will provide the final statement of Principles and Goals electronically to City staff and the CVC for review and comment. Upon concurrence with the final principles and goals, FNI will incorporate the statement of principles and goals into a draft of Report Chapter 1: Goals and Objectives.
- Task 1.6      Prepare Draft Objectives for Goals and Measures for their Achievement**  
FNI will draft specific objectives for each of the refined Plan goals. These Objectives, along with potential measures of attainment by which they could be assessed, will be distributed to the Subcommittees for review and subsequent discussion and concurrence at the next subcommittee meetings.



**Work Area 1 Deliverables:**

- Draft Chapter 1 on Principles, Goals and Objectives for the Plan
- Framework for Social Media Outreach
- Summaries of meeting discussions with City staff and Subcommittees

**Work Area 2: Assessment of Existing Transportation Systems**

The assessment of existing conditions will provide documentation of the need for any proposed short and long range improvements and will establish a baseline point of reference for the context of the Plan and for future Plan updates.

**Task 2.1 Review and Summarize Existing Plans, Studies and Information and Phase 1 Input**

FNI will review and prepare a summary of Phase 1 efforts and relevant studies of traffic, parking and other modal aspects of the current needs and future transportation plans for the Norman area for documentation of the existing conditions and plans section of the report.

**Task 2.2 Compile and Summarize Available Data**

FNI will prepare a list of data needs for the project. We anticipate that most of the data needed for this project will be available from the City of Norman, Association of Central Oklahoma Governments (ACOG), and Oklahoma Department of Transportation (ODOT) and submitted in electronic format. The preference for mapping is geographic information systems (GIS) format shapefiles. This includes information on the major streets such as speed limits, traffic counts, crash data, traffic signal system information, sidewalk inventory, transit inventory and ridership data, existing land uses, and ACOG travel demand model files.

**Task 2.3 Gather Additional Needed Data**

FNI will conduct a site visit along each major roadway to note the existing geometry and features such as parking, speed limits, queuing, pedestrian facilities, traffic signal features and general operating characteristics. We will also identify any apparent major operational deficiencies or safety issues.

**Task 2.4 Analyze the Existing Transportation System Conditions**

Based on the compiled data, the team will assess the needs of the existing transportation system including:

- **Automobile Traffic** – The consultant team will consider existing daily and peak hour traffic volumes, and travel time runs to assess how automobile traffic is being served within the study area. Roadway segment Level of Service and/or volume to capacity ratios will be reported on a planning-level basis.
- **Trucks** - Major truck flows within the study area will be identified including impact to local streets and interfaces with major freight generating facilities. Designated truck routes throughout the City will be evaluated.

- **Bus Transit** – Bus service for the City of Norman (including the OU campus) is provided by Cleveland Area Rapid Transit (CART). As part of the assessment, our team will analyze the use of existing bus routes/stops and identify areas that need additional service or amenities. In addition, ridership and quality of service (bus headways, duration of service, travel time reliability, service coverage) will be evaluated.
- **Passenger Rail** – FNI will review the current and planned Amtrak service and the findings of the ACOG Regional Commuter Rail Study to assess the potential interface of regional rail with the local Norman transportation system.
- **Aviation** – The Max Westheimer Airport is one of two reliever airports to the Will Rogers World Airport within the metropolitan area. The needs assessment will incorporate ideas consistent with any approved aviation master plan and ensure that adequate access is provided to use the facility.
- **Bicycles** – FNI will assess the adequacy of and potential issues with the current and planned system of designated bicycle facilities in terms of route conditions, intersection/trail crossing elements, connections to activity centers, and crossings of major barriers, such as I-35.
- **Pedestrians** – The City will provide FNI with a data base of the sidewalk inventory in GIS format. The existing sidewalks will be assessed to ensure that major pedestrian routes are continuous and provide access to activity centers, schools, libraries, parks, and bus transit. In addition, the sidewalks will be evaluated to ensure that they are in acceptable condition and are Americans with Disabilities Act (ADA) compliant.
- **Parking in Downtown and Campus Corner** – FNI will evaluate the parking supply in the Downtown and Campus Corner area for normal daily operations to assess the ease of use and typical daily peak occupancy of the supply.
- **Major Street/Highway System** – The roadway inventory by functional classification will be evaluated to determine which areas of the study area are adequately served by the network. Connectivity, access to freeways, and parameters such as access points and numbers of signals per mile will be considered to determine high-level highway system deficiencies.
- **Traffic Signal System** – FNI will collaborate with city staff to identify roadway corridors with older signal timing plans in need of updating, new corridors in need of coordination, and equipment upgrades – such as detection, communication, Automated Traffic Management Systems (ATMS) components, fully adaptive systems, and signal hardware.
- **High Crash Locations** – FNI will evaluate the most recent three years of historical crash information of the major streets and highways, to be provided by city staff. High incident locations and patterns will be identified and crash rates will be compared to Oklahoma crash rates for similar facilities.
- **Maintenance** – FNI will receive the city's pavement management information and review with city staff the conditions of the existing roadway pavements to see if overlays or more extensive repairs are needed.

FNI will review the condition of the existing pavement markings to assess the clarity of delineation of vehicular movements.

**Task 2.5      Review Current Trends, Committed Improvements and Planned Projects, Programs and Initiatives**

City infrastructure development is constantly undergoing review and assessment by city staff and improvement projects and plans to initiate projects are constantly in various stages of development. FNI will collaborate electronically with city staff to document funded (committed) and planned improvements for documentation of the existing and anticipated short range conditions.

**Task 2.6      Prepare Assessment of Existing and Impending Deficiencies**

With the documented information on the existing conditions plus committed future projects (E+C network), FNI will assess the remaining shortcomings of the E+C transportation system and identify the measured and perceived issues of safety, congestion, and mobility needed to attain the short range goals and associated objectives of the CTP. The set of planned but not yet funded projects will be considered among the set of possible Short and Long Range improvements. Measures of effectiveness for the E+C network will be prepared to document the existing conditions as a baseline for assessment of subsequently proposed improvements using feedback from Task 1.6. The assessments will consider how the existing facilities and policies are currently meeting the guiding principles, goals, and objectives identified for the project. Issues will be identified in this assessment and potential improvements formulated for discussion with the Subcommittees.

**Task 2.7      Prepare Draft Report Chapter on Existing Conditions**

FNI will compile the draft report chapter on Existing Conditions and send it electronically to City staff for review. After incorporating City staff comments, FNI will provide an electronic version of the draft Existing Conditions chapter to the Subcommittees for advance review and comment.

**Task 2.8      Provide Draft Chapter on Existing Conditions, E+C Needs to Subcommittees for Review**

FNI will collaborate electronically with the Subcommittees to get feedback on the completeness and accuracy of the Existing Conditions Chapter, and open discussions on needed improvements in the Short Range. FNI will prepare the materials for review, facilitate electronic collaboration, and compile the Subcommittee comments for subsequent work sessions.

**Task 2.9      Social Media Outreach on Existing Conditions Assessment**

FNI will provide City staff with the essential information of the Existing Conditions Chapter that is to be disseminated to the general public via the city's webpage, according to the social media outreach framework initially defined in Task 1.3. FNI will collaborate with City staff on the messaging and graphics

need to be provided by FNI for City staff distribution using the City's established Facebook, Twitter and other distribution processes.

### **Work Area 2 Deliverables:**

- Draft Report Chapter on Existing Transportation Systems
- Materials for Social Media Outreach on Assessment of Existing Conditions
- Summary of meeting discussions with City staff and Subcommittees

### **Work Area 3: Assessment of Transportation System Needs**

During the assessment of the existing and committed transportation provisions of the community, many currently needed and longer range improvement needs will be identified. Seen in the perspective of the vision of the future, an assessment of transportation needs will be developed which will generate potential concepts for improvements.

#### **Task 3.1 Prepare Initial Transportation System Needs Assessment**

Using the information on transportation system deficiencies generated in Task 2.6, along with the findings of the E+C model run described in Task 4.3, translate this information into a set of transportation improvement needs to be addressed, and their associated objectives and measures of attainment by which they will be evaluated. Prepare a technical memorandum describing the transportation needs and objectives and provide it to the Subcommittees for their review in advance of the next meeting.

#### **Task 3.2 Review Needs Assessment and Initial Strategies with City Staff**

A meeting will be held with City staff on the day of and prior to Subcommittee Meeting #2, to discuss the Assessment of Needs tech memo. FNI will discuss with City staff the initial strategies for improvements to address the identified needs and objectives. This meeting in advance of the Subcommittee meetings will help to preview some of the overall needs and improvement issues and prepare FNI and City staff to direct the discussions efficiently and effectively.

#### **Task 3.3 Sub-Committee Meeting #2: Address Transportation System Needs and Formulate Concepts**

A meeting will be held with the Subcommittees to discuss the Needs Assessment and formulate improvement strategies, incorporating the input from Phase 1 efforts, to address the transportation system needs that would meet the system objectives. FNI will help City staff to facilitate the meeting and discussions. Input from the Subcommittee will be encouraged throughout a subsequent two week period of ensuing email and phone discussions among subcommittee members, City staff and FNI.

#### **Task 3.4 Refine Needs Assessment and Define the Collaborated Concepts on Needed Improvements**

FNI will prepare a Technical Memorandum summarizing the concurred assessment of needs and definition of the collaboration on improvement concepts developed by the Subcommittees, FNI Team and City staff. Each

improvement strategy will be defined sufficiently to be assessed as to whether they meet the stated Objectives. The Technical Memorandum will be provided electronically to City staff and the Subcommittees for review and comment.

**Task 3.5 Social Media Outreach on Assessment of Needs**

FNI will provide City staff with the essential information of the development and evaluation of Short Range Improvements that is to be disseminated to the general public via the city's webpage, according to the social media outreach framework initially defined in Task 1.3. FNI will collaborate with City staff on the messaging and graphics need to be provided by FNI for City staff distribution using the City's established Facebook, Twitter and other distribution processes.

**Task 3.6 Review Needs Assessment with Commissions, Committees, and Council**

As directed by City staff, FNI will prepare presentation materials and handouts for FNI and City staff presentation of the Existing Conditions and Assessment of Needs to a joint meeting of the Community Planning and Transportation Committee and the Planning and Zoning Commission, for their information in advance of Public Meeting #1. Later that day, FNI will assist City staff to present the same materials as a briefing to City Council. As needed, FNI will incorporate feedback on the presentation into the draft chapters and the materials to be presented to the public.

**Task 3.7 Prepare Plan Report Chapter on Transportation System Needs Assessment**

FNI will incorporate the public open house and on-line community feedback with the previously prepared technical memoranda materials on the assessment of needs transportation improvements into a draft Plan Report Chapter on Needs Assessment. FNI will provide the draft report chapter electronically to the Subcommittees for review and comment, and will incorporate review comments into the final Report Chapter.

**Work Area 3 Deliverables:**

- Technical Memorandum on Assessment of Transportation System Needs
- Draft Report Chapter on Assessment of Needs
- Materials for Social Media Outreach on Assessment of Existing Conditions
- Materials for presentations to Commissions, Committees and City Council
- Summary of meeting discussions with City staff and Subcommittees

#### **Work Area 4: Forecast Transportation Conditions**

FNI will refine and apply the Oklahoma City Area Regional Transportation Study (OCARTS) travel demand model (TDM) to forecast traffic demand and to identify anticipated transportation system deficiencies as well to measure the potential improvements that can be gained from alternative solutions or land use scenarios. All travel demand modeling carried out in this task will be compatible with Encompass 2035 modeling and will be delivered with documentation to the City for upgrades.

##### **Task 4.1      Review ACOG Regional TDM for Norman Land Use and Network**

FNI will obtain the base year and 2035 OCARTS travel demand models from ACOG and will develop a refined OCARTS TDM to specifically address the subarea encompassing the City of Norman and the City's immediate surrounding area of influence.

##### **Task 4.2      Validate the ACOG Base Year Model for Norman Traffic Volumes**

FNI will validate the refined base year subarea model for the City of Norman using available count data, the revised zonal structure, and transportation network, and base year model parameters. The travel demand model will then be used to conduct a 2035 forecast year capacity deficiency analysis.

##### **Task 4.3      Assess the “No-Build” 2035 Roadway Operations**

FNI will work with the City to define an existing plus committed (E+C) roadway network within the City of Norman for use in conducting a transportation system deficiency analysis based on current plans and implementation programs. This information will be used as input into the efforts of Task 3.1. FNI will perform travel demand model runs using the defined E+C roadway network and the refined 2035 population and employment data to provide an assessment of transportation system deficiencies under a ‘no action’ scenario. The results of the deficiency analysis will be used to prepare maps and exhibits depicting deficiencies using performance measures such as levels of congestion, travel delay and other metrics identified for improvement evaluation. A Technical Memorandum will be prepared that describes the process for developing the model and the results of the 2035 “No-Build” scenario.

##### **Task 4.4      Analyze 2035 Model for New Roadway and Congestion Mitigation Needs**

As part of the collaboration on recommended improvements described in Work Area 5, FNI will develop 2035 forecast year networks for a concurred set of candidate build alternatives that will be used to test alternative scenarios to measure and compare the benefits of different transportation improvements or land use scenarios. To perform these analyses, FNI will code the candidate projects included in the alternative plan scenarios into the 2035 Norman Subarea travel demand model roadway network layer. Using the updated 2035 highway network for the candidate Build Alternatives, the project team will apply the subarea model to produce transportation system performance measures that can be used to evaluate the comparative benefits of each of the

plan alternatives over the 'no action' scenario produced during the deficiency analysis. The results of this analysis will be summarized in easily interpreted maps and exhibits for use by FNI and the City staff in presenting the results to stakeholders and the public.

**Task 4.5 Collaborate with City staff to Develop Norman Area 2035 FLUP**

FNI will use the land use characteristics incorporated into the OCARTS model as reflecting the current City of Norman Future Land Use Plan (FLUP). FNI will collaborate with City staff to develop any significant alternative growth concepts for land use forecasts for the City of Norman at the parcel level and collaborate with City staff to identify growth areas of the city where these alternative development patterns are likely to occur by 2035. FNI and City staff will concur whether any revised vision for the future land use in Norman is significantly different from that contained in the OCARTS 2035 model and whether an optional alternative model run should be developed and analyzed for consideration of alternative set of transportation improvement projects.

**Task 4.6 OPTIONAL: Alternative Land Use Scenario.** FNI will collaborate with City staff to update the land uses' population and employment in ACOG's OCARTS 2035 regional travel demand model to reflect an alternative land use scenario. FNI will assess the E+C condition for this scenario and examine the set of transportation improvements derived in Work Area 5 for any needed refinement.

**Task 4.7 OPTIONAL: Modeling of the 2025 Interim Year.** It may be helpful to assess the proposed Short Range improvements to be able to input them into a model of the 2025 trip generating conditions. ACOG did not create an interim year model between validation year and 2035, so the FNI team would create the 2025 model for this analysis, which would include a straight line interpolation of zonal demographics. Transportation system assessment would begin with only the E+C network and then test the improvements needed to mitigate congestion in this interim year.

**Task 4.8 Analysis of the Transit System**

The information obtained from the Transit Subcommittee and other stakeholders will be combined with a comprehensive GIS analysis of the fixed route transit system within the City of Norman. This GIS analysis will use three pieces of information to evaluate system accessibility: 1) Traffic Analysis Zones (TAZ) demographic data particularly for households with low income or no car households; 2) the OCARTS TDM transit route system for the study horizon year and 3) locations of travel attractors, such as shopping areas, hospitals, employment centers, and governmental offices.

The project team will then perform a spatial analysis to provide information on the number of persons that live within a 1/2-mile buffer zone by socioeconomic segment, and the transit-user attractive destinations within the

zone. FNI will collaborate with the City staff, the Transit Subcommittee and CART management to identify additional strategies and bus transit priorities to help address the identified deficiencies that could be considered for inclusion in the program of projects for long range implementation. Once a set of strategies has been identified, FNI will use the 2035 Norman subarea travel demand model to develop 2035 transit ridership forecasts and comparative performance measures showing the transportation system benefits of the proposed transit improvements for use in project selection and prioritization. Consideration of information and implications of the ACOG Commuter Rail Study will be incorporated in the assessment of transit needs and potentials for Norman in terms of the need to serve proposed station locations and the potential increase in bus transit demand by riders arriving in or departing from Norman via regional passenger rail. A Technical Memorandum on the Analysis of the Transit System will be prepared and an electronic version provided to all of the Subcommittees.

#### **Work Area 4 Deliverables:**

- Validated Norman Subarea Base Year Model adapted from ACOG Base Year Regional Model
- 2035 Norman Subarea Model reflecting the ACOG 2035 Regional Model
- Technical Memorandum on Norman Subarea Model development and “No-Build” Scenario
- Technical Memorandum on Analysis of the Transit System
- Summary of meeting discussions with City staff

#### **Work Area 5: Develop Transportation Plan and Prioritization**

FNI will work with City staff to facilitate formulation of the modal transportation elements and improvement concepts by the Subcommittees, providing the mapping and feedback loops to sustain the creative energies. FNI will provide the technical analysis for the evaluation of the improvements and will guide the efforts by the Subcommittees to prioritize the projects for implementation.

##### **Task 5.1 Sub-Committee Meeting #3: Develop Transportation Plan and Set of Improvements**

FNI will present the results and implications of the need analysis and facilitate discussions with the Subcommittees for collaborative creation of the modal system plans and formulation of transportation improvements. FNI will help City staff to facilitate the meeting and discussions. Input from the Subcommittee will be encouraged throughout a subsequent two week period of ensuing email and phone discussions among subcommittee members, City staff and FNI.



## **Task 5.2 Update the Major Street Classifications and Configurations**

Collaboration on the wide range of transportation needs in the community may give rise to the need to reconsider how streets are planned and designed in Norman. Thus, FNI will facilitate discussions with the Subcommittees during Meeting #3 regarding the Local, Collector, Industrial/Commercial and Arterial classifications and design standards for the city's major streets. FNI will work with City staff to prepare drafts of new standards and guidelines for approval that address needed issues to support Complete Streets initiatives and parking provisions in the central core of the city and specific corridor improvement concepts that arise through Subcommittee decisions.

## **Task 5.3 Prepare Draft of Modal Systems Plans**

Using the information developed during the assessment of needs and planning of improvements, FNI will work with City staff to prepare drafts of the modal elements of the CTP.

- **Thoroughfare Plan Element** – The Plan addresses street classifications, typical sections and designations of the collector and arterial street system for the city, indicating truck and hazardous materials routes, transit routes and potentially including special considerations such as urban/rural, CBD or university zones for parking or special traffic rules. The Thoroughfare Plan will consider the requirements for access included in the planning studies for the airports.
- **Pedestrian Transportation System Plan Element** – Depiction of the inventory of sidewalks and trails to accommodate pedestrian mobility in the city of Norman. Preferably and ultimately to include information on the width and condition of the pathway, presence and ADA compliance of curb ramps, and indications of planned/programmed improvements. The Pedestrian Element Plan provides needed information for projects and funding nominations for Safe Routes to Schools, Safe Routes to Transit, Safe Routes to Parks and the community ADA Transition Plan and other initiatives for funding and compliance. The Pedestrian Plan would be incorporated as a modal element of the city-adopted Transportation Plan.
- **Bicycle System Plan Element** – Enhancements to the CTP and Pedestrian Plan, as well as opportunities explored during Pedestrian/Bicycle Subcommittee discussions, may provide enhancements to the 2011 Norman Bicycle Plan. Potential modifications include bike routes on arterial streets, changes to street classifications to incorporate bicycle lanes, and trail segments to provide barrier crossing opportunities. Appropriate design standards for bike routes on arterial roads will also be defined. The Bicycle Plan would be incorporated as a modal element of the city-adopted CTP.
- **CART System Plan Transit Element** – The 2008 CART Norman Long Range Transportation Plan improvements were based upon a 2003 Needs Assessment Study. Subcommittee discussions on local initiatives for densification, public input from public meetings and community surveys, and regional initiatives for intercity transit will provide input to CART for an update to the transit plan. CART will need to assess whether the input for

an update to the transit service for Norman can be fiscally accomplished. The Norman CTP would reflect the contents of the concurred updates to the CART Long Range Transit Plan, including service lines, station locations, service hours but excluding fare structure.

- Task 5.4      Subcommittee Meeting #4: Short and Long Range Improvement Projects**  
With the framework of the draft modal elements in place, FNI will meet with the Subcommittees to formulate specific transportation improvement projects that would be needed to accommodate the mobility needs of the community for the next 20 years. Projects will initially be grouped into Short Range (less than 10 years to implement) and Long Range (10 to 20 years to implement). FNI will help City staff to facilitate the meeting and discussions. Input from the Subcommittee will be encouraged throughout a subsequent two week period of ensuing email and phone discussions among subcommittee members, City staff and FNI.
- Task 5.5      Definition and Summation of Specific Short and Long Range Improvements for Evaluation**  
FNI will prepare a Technical Memorandum summarizing the Short and Long Range improvement concepts proposed for implementation by 2035. In some cases, further definition will be added to better fit the strategy to the stated Long Range Objectives. The Technical Memorandum will be provided electronically to City staff and the Subcommittees for review and comment.
- Task 5.6      Formulation of Improvement Scoring Methodology and Ranking Procedure**  
Using the measures of attainment for objectives developed in Task 1.6 and baseline measures of existing conditions developed in Task 2.6, FNI will develop a methodology for assigning a score for the various measures such that the Short Range and Long Range improvements can be assessed against each other for comparative value to the stated goals and objectives of the Plan. Prepare a Technical Memorandum describing the development of the methodology and its application and the procedure for ranking the improvements and forward to City staff and the Subcommittee for review and feedback. With feedback from City staff and the Subcommittees on the Technical Memoranda, FNI will finalize the listing and definition of the proposed Short Range improvements and the methodology by which they will be evaluated, scored and ranked.
- Task 5.7      Estimate the Evaluation Measures of the Short Range and Long Range Improvements**  
In accord with the evaluation methodology, FNI will prepare estimates of the values of the attainment of the objectives necessary to complete the scoring of the potential Short and Long Range improvements. FNI will prepare estimates of probable cost of developing and implementing and, as appropriate, operating and/or maintaining the potential improvement projects.

**Task 5.8 Prepare and Report the Scoring and Ranking of Short Range and Long Range Improvements**

FNI will prepare tables depicting the raw scoring and summary scoring and ranking of the proposed improvements. FNI will prepare a Technical Memorandum on the description of the development and refinement of the potential improvements and the development and application of the scoring and ranking methodology and final results, and will provide the Technical Memorandum to the City staff for internal distribution to city departments.

**Task 5.9 Review Assessment of Potential 20-Year Improvements with City staff**

FNI will meet with City staff to review the implications of the initial ranking of improvements and estimated cost of implementation and will discuss the budgets available for the various funding categories available for the improvements. FNI will make adjustments to the 20-year program as directed and provide an updated Technical Memorandum of the definition, scoring and ranking of the potential improvements to the Subcommittees.

**Task 5.10 Subcommittee Meeting #5: Review Short and Long Range Project Rankings**

FNI will meet with the Subcommittees to review the implications of the scoring and ranking of the Short and Long Range improvements, and estimated cost of implementation. FNI will help City staff to facilitate the meeting and discussions. Input from the Subcommittee will be encouraged throughout a subsequent two week period of ensuing email and phone discussions among subcommittee members, City staff and FNI. FNI will make adjustments as concurred with City staff and provide an updated Technical Memorandum of the definition, scoring and ranking of the potential improvements.

**Task 5.11 Review Modal Plan, Short and Long Range Improvements with Commissions and Committees**

As directed by City staff, FNI will prepare presentation materials and handouts in support of the City staff and Subcommittees to present the development and evaluation of Short and Long Range transportation improvements to the Community Planning and Transportation Committee and the Planning and Zoning Commission for review and comment. FNI will incorporate feedback on the Long Range improvements from the commissions and committees as directed by City staff.

**Task 5.12 Social Media Outreach on Modal Plans, Short and Long Range Projects**

FNI will provide City staff with the essential information of the development and evaluation of Long Range Improvements that is to be disseminated to the general public via the city's webpage. FNI will collaborate with City staff on the messaging and graphics need to be provided by FNI for City staff distribution using the City's established Facebook, Twitter and other distribution processes.

**Task 5.13     Public Open House Meeting : Modal Plans, Short and Long Range Projects, Programs/Policies**

FNI will collaborate with City staff to develop the format and structure of an open house style public meeting to present and receive feedback on the development of the Short and Long Range Plans for the implementation of the modal plans. Members of the Subcommittees will be invited to participate in the general public interaction. FNI will prepare display and active presentation materials and assist the City to present the materials and facilitate discussions with members of the public during public viewing and small group exercises. FNI will prepare a summary of the presentations, significant verbal feedback, and will tabulate the written data and comments provided by the attendees. These materials will be compiled as an Appendix to the Plan Report, and will be provided to City staff for review within one week of the public open house.

**Task 5.14     Prepare Plan Report Chapter(s) on Modal Plan and Short and Long Range Projects**

FNI will review public open house and community on-line feedback with City staff and collaborate on any needed modifications to the Modal Plans and the Short and Long Range transportation improvements. FNI will incorporate the previously prepared technical memoranda materials on the development and assessment of Short and Long Range transportation improvements into a draft Plan Report Chapter, and will provide the draft chapter electronically to City staff and the Subcommittees for review and comment. FNI will incorporate review comments into the Report Chapter.

**Work Area 5 Deliverables:**

- Draft Thoroughfare Plan Element
- Draft Pedestrian Plan Element
- Draft Bicycle Plan Element
- Draft Transit Plan Element
- Technical Memorandum on Short and Long Range Improvement Projects
- Technical Memorandum on the Evaluation and Ranking of Proposed Long Range Improvements
- Draft Report Chapter on Long Range Improvements
- Materials for Social Media Outreach on Long Range Plan
- Materials for Public Meeting
- Summary of meeting discussions with City staff and Subcommittees

## **Work Area 6: Transportation Policies and Programs**

To give sustenance to the development of the infrastructure, a robust and balanced set of policies and programs are needed to facilitate staff implementation and public monitoring of the CTP over time.

### **Task 6.1 Review Existing Transportation Policies and Programs**

FNI will conduct a peer review of transportation policies and programs for up to five similar cities (e.g., suburban college towns) in the United States as a point of comparison for those of the City of Norman. The following focus areas will be assessed for Norman and its peer cities:

- **Multimodal Integration** – local policies and programs to facilitate the exchange of goods and/or passengers between rail and truck, rail and bus, bus and bike, and other modal interchanges.
- **Transportation Financing** – the level of local financing of the various modes of transportation within the city, in \$ per mile or per capita, and to the extent possible the level of non-local monies able to be utilized by the community for transportation projects and programs.
- **Traffic Impacts** – the degree to which traffic impacts are addressed by the local government, including whether Traffic Impact Studies are required by developments and whether Traffic Impact Fees are assessed on development to finance transportation infrastructure.
- **Maintenance** – the level of local government investment in maintenance of the local roadway system, in \$ per mile or per capita
- **Traffic Calming** – extent of program definition and design criteria, ordinances, annual funding of traffic calming programs and improvements, etc.
- **Access Management** – Types of access management programs and improvements employed, extent of program definition and design criteria, etc.
- **Parking** - annual funding of parking programs and improvements, parking revenues, number of off-street spaces per capita, on-street policies and supply for densely developed areas, extent of program definition and design criteria, level of staffing, etc.

FNI will prepare a Technical Memorandum discussing the findings of the peer review and any identified shortcomings of existing policies and programs and the needs for new policies and programs in Norman, and will provide the Technical Memorandum electronically to City staff. City staff will approve peer cities to be reviewed prior to commencement of this task.

### **Task 6.2 Meet with City Staff to Discuss Deficiencies in Policies, Programs and Procedures**

FNI will meet with City staff to discuss known needs and deficiencies and areas of concern for city adoption of new or revised policies, programs and procedures in advance of discussions with Subcommittees. FNI will modify the

Technical Memorandum as needed and provide to the Subcommittees in advance of the next meeting.

**Task 6.3 Collaborate with Subcommittees to Address Deficiencies in Policies, Programs and Procedures**

FNI will communicate and collaborate electronically with the Subcommittees to discuss the identified needs and deficiencies in City of Norman transportation-related policies, programs and procedures. Input from the Subcommittees will be encouraged throughout a subsequent two week period of ensuing email and phone discussions among subcommittee members, City staff and FNI.

**Task 6.4 Concurrence on Draft Modified and New Policies and Programs**

FNI will prepare a draft Report Chapter summarizing the transportation policies, programs and procedures developed and refined collaboratively with the Subcommittees. In some cases, further definition will be added by FNI to better fit them to the stated Long Range Objectives. The draft chapter will be provided electronically to City staff and the Subcommittees for review and comment.

**Task 6.5 Review Draft Policies, Programs and Procedures with Commissions, Committees and Council**

As directed by City staff, FNI will prepare presentation materials and handouts in support of the City staff and Subcommittees to present the refinement and development of transportation policies, programs and procedures to a joint meeting of the Community Planning and Transportation Committee and the Planning and Zoning Commission for review and comment and later that evening a briefing to City Council. FNI will incorporate feedback on the policies, programs and procedures from the commissions, committees and council as directed by City staff.

**Task 6.6 Social Media Outreach on New and Updated Policies, Programs and Procedures**

FNI will provide City staff with the essential information of the development and refinement of policies, programs and procedures that is to be disseminated to the general public via the city's webpage, according to the social media outreach framework initially defined in Task 1.3. We will collaborate with City staff on the messaging and graphics need to be provided by FNI for City staff distribution using the City's established Facebook, Twitter and other distribution processes.

**Work Area 6 Deliverables:**

- Technical Memorandum on Policies, Programs and Procedures
- Draft Report Chapter on Policies, Programs and Procedures
- Materials for Social Media Outreach on Policies, Programs and Procedures
- Summary of meeting discussions with City staff and Subcommittees

## **Work Area 7: Implementation**

In Work Area 5, Short and Long Range improvements were prioritized within their own modal environments and a 20-year improvement plan was prioritized. To implement these improvements, they must be associated with specific funding programs that balance Norman's available funding and outside funding opportunities with the costs and benefits of the improvements to the community.

### **Task 7.1 Meet with City, CART, ACOG and ODOT to Review Transportation Revenues and Constraints**

FNI will meet with City staff to evaluate current City revenue sources and streams directed toward transportation investment, operation and maintenance in the city. FNI will work with staff of the City, CART, ACOG and ODOT to identify a slate of possible funding sources and strategies, and discuss strategic positioning of projects regionally and statewide. The variety of possible funding sources for future mobility projects in the City of Norman, may include, (but not be limited to) innovative local funding options for some projects such as:

- Transportation management associations
- Transportation corporations
- Tax increment reinvestment zone (TIRZ)
- Transportation reinvestment zone (TRIZ)
- Rural rail districts

FNI will also investigate more traditional funding sources for transportation projects to determine which ones are appropriate, how they could be used to finance projects, as well as potential limitations to their use. Potential funding sources will be identified that extend to one or more modes and will include:

- Grant Anticipation Revenue Vehicles (GARVEE) bonds
- Transportation Infrastructure Finance and Innovation Act (TIFIA) Program
- Transportation Investment Generating Economic Recovery (TIGER) Grants
- State Infrastructure Bank
- Comprehensive development agreements
- Public/Private partnerships

### **Task 7.2 Collaborate with City Staff and CVC to Correlate Projected Revenues and Prioritized Improvements**

Concurrent with the identification of funding resources, FNI will work with City staff and the CVC to assess the prioritized short and long range projects for allocation of and competitiveness for such funding. FNI will prepare a Technical Memorandum discussing the description of established funding sources and an indication of the reliability of their allocation, a matrix of the improvements and potential funding scenarios by year for a 20-year planning horizon, and provide the document electronically to City staff and the CVC for review.

**Task 7.3 Collaborate with City staff to Assess Potential New Funding Strategies**  
FNI will confer with City staff to discuss strategies to address the identified needs for additional funding sources, including internal (e.g. bonds, partnerships) or external (e.g., grants, TIFIA loans) opportunities. FNI will prepare a summary of these discussions and provide the summary electronically to City staff.

**Task 7.4 Social Media Outreach on Implementation Plan**  
FNI will provide City staff with the essential information on the Implementation Plan that is to be disseminated to the general public via the city's webpage, according to the social media outreach framework initially defined in Task 1.3. We will collaborate with City staff on the messaging and graphics need to be provided by FNI for City staff distribution using the City's established Facebook, Twitter and other distribution processes.

**Work Area 7 Deliverables:**

- Technical Memorandum on Implementation Strategies
- Draft Report Chapter on Implementation Plan
- Materials for Social Media Outreach on Implementation Plan
- Materials for presentations on Implementation Plan to City Committees and Council
- Summary of meeting discussions with City staff and Subcommittees

**Work Area 8: Documentation**

FNI will be incrementally preparing and providing for interim review draft chapters of the Plan Report, making it easier for the Team and City staff to prepare and review the final Plan Report.

**Task 8.1 Prepare Preliminary Draft Comprehensive Transportation Plan Report for Initial Review**  
FNI will compile all previously prepared Technical Memoranda and Draft Report Chapters into a Draft CTP Report. Provide electronically for City staff and CVC review. An electronic PDF format file of the Draft Final Report will be provided to City staff for their review and dissemination as deemed appropriate. A consolidated set of comments will be submitted to the Study Team for incorporation to the report.

**Task 8.2 Prepare Draft Plan Comprehensive Transportation Plan Report for Public Review**  
FNI will incorporate City staff review comments on the technical content and appearance of the Draft Plan document into a Final Draft CTP Report. FNI will provide City staff with the essential information on the draft plan report that is to be disseminated to the general public via the city's webpage, according to the social media outreach framework initially defined in Task 1.6. We will collaborate with City staff on the messaging and graphics need to be provided by FNI for City staff distribution using the City's established Facebook, Twitter and other distribution processes. Twenty hard copies of the Draft Final Report



will also be provided to City staff for their review and dissemination as deemed appropriate. City staff will identify the appropriate length of public review.

- Task 8.3 Prepare Draft Final Comprehensive Transportation Plan Report**  
FNI will review with City staff the public comments received from the general public through the public review process, and incorporate necessary modifications into the
- Task 8.4 Review the Draft Final Comprehensive Transportation Plan Report with City Committees**  
As directed by City staff, prepare presentation materials and handouts and assist the City staff to present the Plan Report to the CVC, the Community Planning and Transportation Committee and other City groups for review and comment. Incorporate feedback on the Plan Report from the commissions and committees as directed by City staff.
- Task 8.5 Present the Draft Final Comprehensive Transportation Plan Report to City Council Public Hearing**  
Prepare presentation materials and handouts and assist the City staff and CVC to present the Draft Final Comprehensive CTP Report to the City Council for the first of two presentations for Council and citizen comment.
- Task 8.6 Present Final Plan Report to City Council Public Hearing for Approval**  
Incorporate feedback on the Draft Final Report from City Council, as directed by City staff. Prepare presentation materials and handouts and assist the City staff and CVC to present the Final Comprehensive CTP Report to the City Council for the final presentation for Council and citizen comment and City Council approval.
- Task 8.7 Provide Electronic Files of Report and Working Files**  
FNI will prepare electronic files of the final report, including appendices and separate files for all embedded illustrations, with file naming and subdirectories organized for ease of selection. FNI will provide the electronic files to the City remotely by means of FNI's FTP site and on DVD(s) delivered to the City. We will include supporting information as appropriate for the sake of completion of the City's records of the plan development, including electronic files of photos, graphics and presentations from public meetings.

**Work Area 8 Deliverables:**

- Preliminary Draft CTP Report
- Draft CTP Report
- Draft Final CTP Report
- Final CTP Report
- Electronic files of supporting documentation

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Public information meetings, in addition to the one public meeting included in Attachment A.
- B. Information meetings and workshops with city councils, commissions and committees, in addition to those specifically included in Attachment A.
- C. Financial planning assistance, including developing a financial plan for implementing short and medium range projects of the Plan, collaborating on the financially constrained list of projects for the 2035 Model, and drafting the 5-year Transportation Improvement Program (TIP).
- D. Field surveying required for the preparation of designs and drawings.
- E. GIS mapping services or assistance with these services, in addition to those specifically included in Attachment A.
- F. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- G. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- H. Providing renderings, model, and mock-ups requested by the OWNER.
- I. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- K. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- L. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

- M. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- N. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- P. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Q. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

**Attachment B, Schedule  
Norman Comprehensive Transportation Plan**

**SCHEDULE**

**START DATE: NOVEMBER 14<sup>TH</sup>, 2012,**

**DURATION: APPROX. 15 MONTHS**

**COMPLETION DATE: FEBRUARY 14<sup>TH</sup>, 2014 (excluding time for City Adoption)**

**Attachment C, Compensation  
Norman Comprehensive Transportation Plan**

- A. **Basic Services:** Compensation to FNI for the Basic Services in Attachment SC shall be the lump sum of Two Hundred Seventy-Eight Thousand Five Hundred Thirty-Nine Dollars (\$278,539). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional or Optional Services in Attachment A or D, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges. Should the Client request additional or optional services, as described in Attachments A or D, the City will provide in writing notice for the initiation of such service.

B. **Schedule of Charges for Additional Work:**

<b><u>POSITION</u></b>	<b><u>BILL RATE</u></b>
PRINCIPAL	225
GROUP MANAGER	225
SENIOR ENGINEER	175
ENGINEER (PE)	140
ENGINEER (EIT)	110
ARCHITECT INTERN	90
LANDSCAPE ARCHITECT	140
SENIOR URBAN PLANNER	190
URBAN PLANNER	110
GIS ANALYST	115
DESIGNER	110
TECHNICIAN	90
OPERATIONS ANALYST / ACCOUNTING SPECIALIST	95
WORD PROCESSING/SECRETARIAL	85
CO-OP / INTERN	65

The bill rates will be adjusted annually.

**EXPENSES**

<b><u>Plotting</u></b>		<b><u>Printing</u></b>	
Bond	\$2.50 per plot	Offset and Xerox Copies/Prints	\$0.10 per side copy
Color	\$5.75 per plot	Color Copies/Prints	\$0.50 per side copy
Other	\$5.00 per plot	Binding	\$5.75 per book
<b><u>Travel</u></b>		<b><u>Computer</u></b>	
Standard IRS rates		Computer Usage	\$10.00/hour

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

## Attachment D, Owners Responsibilities Norman Comprehensive Transportation Plan

As the City of Norman will serve as a conduit for information, the City shall provide information pertaining to applicable studies, data, city policies and ordinances, other relevant planning studies by Norman area agencies. If data is required from other public agencies, the City will assist in making requests for such data.

The City shall perform the following tasks:

- A. Coordinate and securing of meeting locations, times and necessary materials, including support for each study team member. The City will provide Minutes for all committee and public meetings.
- B. Review and comment on Consultant materials and recommendations.
- C. Publish all public hearing notices, including all notices required in the newspaper.
- D. Make all requests to other public agencies such as ACOG (if necessary) for data and/or assistance, as may be appropriate and relevant to travel forecasts, modeling files, or other data.
- E. Provide FNI with current base mapping of City and extra-territorial jurisdictions in GIS (ESRI shapefile) or electronic format (DWG, DGN, DXF).
- F. Provide FNI with historical and projected cost data of recently constructed/funded transportation projects by the City or other agency.
- G. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- H. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- I. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- J. Conduct the financial analyses to prepare a 5-year CIP for Plan recommendations.
- K. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- L. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- M. Bear all costs incident to compliance with the requirements of this Attachment D.
- N. Notify Consultant in writing of the request to perform additional and/or "optional" services at the added cost to the overall contract. Values of pre-defined Optional services are as defined below:
  - Alternative Land Use Scenario Development and Travel Forecast: Add \$20,300 (Task 4.6)
  - Interim Year Travel Forecast: Add \$11,200 (Task 4.7)
  - Statistically Complete Transportation Survey: Up to \$20,000