

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Sean Corrigan, City Engineer/Public Works Director  
**Prepared by:** Shaun Kroes, Program Manager



**DATE:** April 8, 2016 (CC Meeting of 04/20/16)

**SUBJECT:** Consider Award of Agreement for Consultant Services for Evaluation and Recommendations for Moorpark City Transit; and Authorize the City Manager to Approve Extra Services for Moorpark Fixed Route Operations Agreement

**SUMMARY**

On January 20, 2016, the City Council approved a Request for Proposal (RFP) to provide consultant services for evaluation of the City's current fixed-route service and develop potential improvements and/or alternatives that will result in decreased expenditures and increase ridership. The consultant is asked to consider changes that could be made over the course of the next five years. Staff received proposals from two firms, IBI Group, Inc. (IBI Group), and Nelson\Nygaard Consulting Associates, Inc (Nelson\Nygaard). After evaluating both proposals, staff is recommending Nelson\Nygaard for award of agreement.

City Council is also requested to authorize the City Manager to approve extra transit services from the City's contractor, the City of Thousand Oaks, as provided for in the City's Agreement for Fixed Route Operations, in an amount not to exceed \$60,000.00 during the remainder of the Agreement (which expires June 30, 2019).

**DISCUSSION**

The City received two proposals for transit evaluation services by the required deadline of February 18, 2016. The proposals are listed on the following page, along with proposal costs.

<b>Consultant</b>	<b>Proposed Cost</b>
IBI Group	\$49,948.97
Nelson\Nygaard	\$47,837.00

Both consultants provided good proposals and had positive references. Complete proposals are available under separate cover in the Large Conference Room for review. Based upon a review of the consultants' proposals, references, and pricing, staff is recommending Nelson\Nygaard. Nelson\Nygaard has worked with the City of Moorpark in the past through the recent Ventura County Transportation Commission's "Ventura County Short Range Transit Plan", which included performance metrics for transit services in Ventura County. Nelson\Nygaard is familiar with the City's current transit service as well as its goal to establish a service that increases ridership and decreases costs. Nelson\Nygaard's proposal was formatted differently than the City's initial scope of work in the RFP; however, all tasks that the City requested are incorporated in the proposal.

Nelson\Nygaard's scope of services includes:

1. Ridership and Market Analysis
2. Service Alternatives
3. Fare Study
4. Five-Year Plan

Due to the extended time that staff had for review of the proposals, the City is approaching the end of the school year for both Moorpark College (early May) and Moorpark Unified School District (early June). The selected consultant will not be able to perform passenger counts before classes end. The City plans to use its option for extra services through its Agreement for Fixed Route Transit Operations with the City of Thousand Oaks (Agreement) to perform two weeks of passenger counts.

The Agreement states:

"Moorpark shall pay City for Moorpark authorized extra services, not provided pursuant to the services described in Section 2, at fees mutually agreed to in writing in advance by the parties. Unless Moorpark and City have agreed in writing before the performance of extra services, no liability and no right to claim compensation for extra services or expenses shall exist."

The Agreement does not specify that the City Manager is authorized to request extra services. Consequently, City Council is asked to authorize the City Manager to request extra services, pursuant to Section 4 of the Agreement in an amount not to exceed \$60,000.00 for the remaining term of the Agreement. Examples of extra services that may be required include requests for passenger counts, Spanish translations, brochure development, ticket printing, travel training, and new technology implementation, plus potential administrative work not already covered in the Agreement. Requests for extra

services will be issued through Letters of Agreement, which will be signed by the respective City Managers of Moorpark and Thousand Oaks. Thousand Oaks staff has provided a price quote of \$10,825.44 to perform two weeks of passenger counts, which will be performed beginning April 25, 2016. This amount will be deducted from the \$60,000.00 for a remaining balance of \$49,174.56.

Staff from Nelson\Nygaard has stated that they anticipate that by not performing passenger counts themselves, they will be able to reduce costs approximately \$13,837.00, for a savings to the City of \$3,011.56. Staff is proposing to leave Nelson\Nygaard's original pricing proposal as is for now, in the event that the City determines that additional passenger counts are needed in the future. Staff is also anticipating that Nelson\Nygaard may not be able to complete passenger surveys before classes are out of session. In that event, Nelson\Nygaard will refrain from performing the surveys until classes resume in the fall. Although this will delay completion of the transit evaluation study, staff from Nelson\Nygaard has stated that their hourly rates will remain the same through the remainder of 2016. Staff from IBI Group also stated that their pricing would remain the same for 2016, if selected.

#### **FISCAL IMPACT**

The FY 2015/16 budget currently does not have a specific line item listed for the proposed project; however, there is \$85,000.00 budgeted for the new Senior Intercity Dial-A-Ride program in 5000.8510.8070.9102. Staff anticipates that approximately \$37,000.00 is needed for FY 2015/16 and is proposing to transfer the remaining \$48,000.00 to 5000.8510.0000.9102 to fund the transit evaluation study. Funding for Thousand Oaks to perform the passenger counts will come out of the City's existing budget for transit operation services.

#### **STAFF RECOMMENDATION**

1. Award Agreement to Nelson\Nygaard Consulting Associates, Inc., and authorize the City Manager to execute the Agreement in the amount of \$47,837.00, subject to final language approval by the City Manager and City Attorney; and
2. Authorize the City Manager to approve Letter of Agreements with the City of Thousand Oaks for requested and authorized extra services in accordance with Moorpark Fixed Route Operations Agreement, Section 4, in an amount not to exceed \$60,000.00 for the remaining term of the Agreement.

Attachment: Nelson\Nygaard Agreement

AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
NELSON\NYGAARD CONSULTING ASSOCIATES, INC., FOR EVALUATION AND  
RECOMMENDATIONS FOR MOORPARK CITY TRANSIT

THIS AGREEMENT, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, between the City of Moorpark, a municipal corporation ("City") and Nelson\Nygaard Consulting Associates, Inc., a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for transit evaluation services; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated February 18, 2016, which is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide transit evaluation services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit B. Consultant shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit B.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit C. Compensation shall not exceed the rates or total contract value of forty-seven thousand eight hundred thirty-seven dollars (\$47,837.00) as stated in Exhibit C, without a written amendment to the Agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

### 3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

### 4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be James Gamez, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

### 5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS W-9 form, before payments may be made to vendors.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, based upon actual time spent on the above tasks. This amount shall not exceed forty-seven thousand eight hundred thirty-seven dollars (\$47,837.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for additional services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Consultant's fees or expenses it shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

### 6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least

ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

#### 7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, designee shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have seven (7) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### 8. LIQUIDATED DAMAGES

Liquidated damages have been intentionally removed from this Agreement.

#### 9. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to

such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 10. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said

insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

#### 11. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

#### 12. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. ~~City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.~~

#### 13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Safety and Health Administration laws and regulations. The Consultant shall comply with and sign Exhibit D, the Scope of Work Requirements for Professional Services Agreements Compliance with California Government Code Section 7550, when applicable. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

#### 14. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code.

The Consultant shall have responsibility for compliance with this Section [Labor Code Sec. 1735].

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, California 93021

To: James Gamez, Project Manager  
Nelson\Nygaard Consulting Associates, Inc.  
1402 Third Avenue, Suite 1200  
Seattle, Washington 98101

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

~~Consultant shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.~~

21. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any

alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

24. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

25. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

27. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

28. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

29. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

30. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such

waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

31. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

NELSON\NYGAARD CONSULTING  
ASSOCIATES, INC.

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
Paul Jewel, President & CEO

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk

## EXHIBIT A

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

~~Business Auto Coverage on ISO Business Auto Coverage form CA 00 01~~ Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000.00 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above or through a separate policy with symbol 8 (Hired) and symbol 9 (Non-Owned). If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person upon request.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000.00 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 or equivalent. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to ~~the City or its operation~~ limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any

premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate. Consultant shall provide thirty (30) days notice to the City prior to any reduction of coverage.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance

requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are ~~not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy.~~ Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The

City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.



February 18, 2016

City of Moorpark  
City Engineer/Public Works Director  
Attn: Shaun Kroes  
799 Moorpark Avenue  
Moorpark, CA 93021

**RE: Moorpark City Transit Plan**

Dear Mr. Kroes,

We are pleased to offer the following proposal for completion of the Evaluation and Recommendations for Moorpark City Transit. We are very excited about the opportunity to work on this project. We pride ourselves on being able to holistically evaluate existing services, assess community needs, and develop strategies that will move transit services in the right direction.

Nelson\Nygaard is a specialty public transportation planning firm with significant expertise in developing transit strategies for agencies across the United States. Nelson\Nygaard began as a small firm in San Francisco and over the years we have grown to over 134 employees with offices in Seattle, Portland, Los Angeles, Boston, New York, Washington D.C., and Atlanta.

We have analyzed the needs of the City of Moorpark and have assembled a team with the expertise needed to make the project a success. We are pleased to introduce what we believe to be a team that will meet and exceed every need of this project. Our proposed project manager, James Gamez, has more than ten years of transit planning experience, specializing in system design, performance evaluation, public outreach, and plan implementation. James has managed transit projects for Ventura County, Antelope Valley, Turlock, Las Cruces, San Marcos (TX), Missoula, and Round Rock (TX). Prior to joining Nelson\Nygaard, James was the principal planner at Capital Metro in Austin, TX.

This proposal is valid for 90 days from the date of this letter. If you have any questions, please do not hesitate to contact our project manager, James Gamez at [jgamez@nelsonnygaard.com](mailto:jgamez@nelsonnygaard.com) or 206-357-7521, or Paul Jewel at [pjewel@nelsonnygaard.com](mailto:pjewel@nelsonnygaard.com), 415-284-1544.

Sincerely,



Paul Jewel,  
President & CEO

## CITY OF MOORPARK

# EVALUATION AND RECOMMENDATIONS FOR MOORPARK CITY TRANSIT

**Company:** Nelson\Nygaard Consulting Associates  
**Address:** 116 New Montgomery Street, Suite 500, San Francisco, CA 94105  
**Contact:** James Gamez, Senior Associate  
**Phone:** 206-357-7521  
**Email:** [jgamez@nelsonnygaard.com](mailto:jgamez@nelsonnygaard.com)  
**Website:** [www.nelsonnygaard.com](http://www.nelsonnygaard.com)

## FIRM DESCRIPTION

### A DIFFERENT KIND OF FIRM

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a 134-person, full-service transportation firm with offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

Nelson\Nygaard specializes in:



#### TRANSIT SYSTEMS

Feasibility and fare studies, corridor studies, new services and facilities, redesign services for bus rapid transit, streetcar, rail, bus, and ferry



#### MULTIMODAL NETWORKS

Complete streets, downtown and regional mobility, transit-oriented development, transportation demand management, healthy communities



#### PARATRANSIT AND MOBILITY MANAGEMENT

Human services coordination, paratransit and rural transportation plans, mobility manager training, accessibility evaluations



#### CAMPUS ACCESS

Commute and trip reduction, employee and student incentives, marketing campaigns, financial analyses for universities, tech companies, and hospitals



#### WALKING AND BICYCLING

Facilities and network design, bike sharing, safe routes to school and transit, calmed streets, walk audits



#### TAXI AND ON-DEMAND SERVICES

Regulations, entry control, rate setting for taxi, livery, peer-to-peer, and private-for-hire



#### PARKING MANAGEMENT

Regulations, pricing strategies, shared parking, governance, technology selection, travel demand management



#### TRAFFIC ANALYSIS

Road diets and traffic calming, traffic impact simulation, trip reduction, greenhouse gas analysis, climate action plans

# SCOPE OF SERVICES

## PROJECT UNDERSTANDING

The City of Moorpark is seeking a consultant to evaluate its transit system to help guide service decisions over the next five years. This effort will build upon the recently adopted Ventura County Short Range Transit Plan and will include a comprehensive evaluation of Moorpark City Transit (MCT) and the local transit market to seek ways to improve service, attract new riders and address any unmet needs.

As one of several municipal transit providers in Ventura County, Moorpark City Transit provides fixed-route and Senior Dial-A-Ride services within its city limits. The Ventura County Transportation Commission provides intercity bus service between Moorpark, Simi Valley, Thousand Oaks, and other communities and destinations within the county. Moorpark Station is served by the 70-mile Metrolink Ventura Line, which operates between East Ventura and Los Angeles Union Station. Paratransit service within Moorpark and adjacent communities is available to passengers with disabilities.

In 2013, the City of Moorpark increased weekday service and added Saturday service as part of a demonstration project funded in large part by the Federal Congestion Management and Air Quality (CMAQ) program. Despite the City's best efforts to increase the attractiveness and availability of transit, the demonstration service underperformed in terms of ridership, indicating potential issues with the overall design of MCT service. In 2015, weekday and Saturday service levels were reduced.

The upcoming evaluation of Moorpark City Transit provides an opportunity to combine data-driven ridership and market analyses, community desires, transit best practices, and regional partnerships to develop a sustainable and more efficient transit system. Key challenges of this effort include the rising cost of transit operations, limited funding, limited development within the City of Moorpark, and competing services operated by partnering entities.



## PROJECT APPROACH

Nelson\Nygaard specializes in developing implementable transit plans and has produced many of the most successful and transformative plans in the country. We are especially excited to bring our team of transit experts and enthusiasts to work directly with staff, stakeholders, and the community. Three key elements of our approach to these types of projects are that they are comprehensive, collaborative, and creative.

- **Comprehensive:** We identify needs and opportunities through a multi-phased approach that includes market analyses, stakeholder discussions, direct outreach, interactive surveys, and other efforts. We also evaluate existing services in a manner that clearly and concisely illustrates strengths, weaknesses, and opportunities.
- **Collaborative:** The Nelson\Nygaard team brings extensive national experience and a unique understanding of the local conditions, needs, and desires. We take great pride in developing plans that achieve full local

support and that are implementable. We do this by working in close collaboration with client staff from beginning to end, so at the end of every project, all recommendations have their full support.

- **Creative:** Transit services can be provided in many ways, but to work best, the right services must be matched with different market demands. We typically develop scenarios that consist of different service approaches. Recommendations are then developed that blend the best elements of each scenario, based on the analysis results and stakeholder input.

Nelson\Nygaard carefully reviewed the project tasks laid out in the RFP document and designed a work plan to address the desired scope of work. We took the liberty of modifying the sequence of tasks into a work program that we feel best enables the project team to carry out the study and achieve the City's project objectives in a cost-effective and efficient manner. A comparison of the RFP and our proposed scope of work is shown below in Figure 1.

FIGURE 1 RFP PROJECT TASKS AND NELSON\NYGAARD WORK SCOPE

RFP SCOPE OF SERVICES		NELSON\NYGAARD SCOPE OF WORK	
NO.	TASK DESCRIPTION	NO.	TASK DESCRIPTION
1	Fixed Route System	1	Ridership and Market Analysis
2	Ridership	2	Service Alternatives
3	Fares	3	Fare Study
4	Regional Transportation	4	Five-Year Plan
5	Facilities/Equipment/Communications		

TASK 1 RIDERSHIP AND MARKET ANALYSIS

1.1 Ridership Counts

Understanding existing transit service is fundamental to this study. A ridecheck survey will be designed to capture ridership patterns by collecting boarding and alighting data by stop for each fixed-route. The survey will also be used to collect schedule adherence data at the timepoint level. We propose to sample every trip on every route for one representative weekday and one representative Saturday of service.

Nelson\Nygaard will schedule the ridecheck counts, administer the survey, process the data, perform quality control on the data, and prepare the data for evaluation. Members of our team will also train and supervise surveyors, organize and manage the ridership data collection, and process and edit the data to produce final reports.

Data collection forms will be created from current bus stop listings. The actual surveying of boarding and alighting passengers will be performed by individuals hired and screened through one or more temporary employment agencies. After pre-employment screening, all temporary personnel attend a training session to foster a thorough understanding of the purposes and requirements of the survey process before any actual counting is commenced. No person is permitted to survey any trips without first having attended a training session. The content of the training sessions includes a thorough explanation of survey requirements, procedures and expectations—dress code, required equipment, on-board deportment and the importance of promptness and responsibility. Surveyors are shown the survey forms they will be responsible for filling out and any questions addressed.

In order to maintain the highest level of survey accuracy, precision, and completeness, we have developed a thorough surveying procedure and data verification process over many years that results in precise and accurate survey information. Surveyor assignments often mirror existing driver assignment time blocks. We will request operating information, such as block assignments and bus stop inventory listings in electronic format immediately upon receiving the notice-to-proceed. It is assumed that a dispatcher or supervisor

would be available each day to assist with pairing surveyors with the appropriate driver during pullout and reliefs. All other aspects of data collection would be handled by the Consultant.

The quality control process takes place at the end of the surveyor's assignment. Before being dismissed for the day, a survey supervisor examines each surveyor's data packet to determine the completeness and reasonableness of the data recorded. When the gathered information is deemed satisfactory, the surveyor is given another data collection assignment and dismissed for the day. The recorded data is gathered, collated and entered into a database. We create a separate database file for each individual fixed-route. In addition to boarding and alighting data, we record actual arrival and departure times at time points.

Based on our past ridership experiences, we recommend one full week of ridership counts to obtain a clear picture of existing ridership conditions. Our budget includes an optional task to extend the ridecheck effort for a second consecutive week to meet the scope of work presented in the RFP.

1.2 Passenger Survey

We propose a passenger survey to ensure that passenger feedback and preferences is strongly considered as part of the planning process and to help us better understand the travel patterns, characteristics, and needs of existing customers. The City of Moorpark may consider offering an incentive to participate in the survey effort, such as a chance to win a ticket book. The passenger survey will take place during the first few days of the ridecheck survey. The passenger survey will be available in both English and Spanish and include the following categories:

- **Fare Payment Type:** This information would help provide more detailed information about how passengers pay to ride transit and under which fare category.
- **Trip Purpose:** This information will help to identify existing markets and help understand fluctuations in ridership.
- **Frequency of Use:** Respondents will be asked when and how often they ride the service and how long they have been using transit in general.

# SCOPE OF SERVICES

- Passenger Satisfaction:** It is useful to have an accurate assessment of passenger satisfaction of the existing service. The questionnaire will include multi-part questions to assess relative satisfaction with an array of system attributes. Passengers also will have an opportunity to provide open-ended comments and/or suggestions.
- Demographic/Socioeconomic Profile:** The questionnaire can also solicit information including: income, age, ethnicity, primary language, vehicle availability, smartphone ownership, and any other information deemed important to the study.

Nelson\Nygaard will work collaboratively with staff to design the passenger survey instrument. Upon collection of all completed surveys, the Nelson\Nygaard team would then enter all data collected from the survey and analyze the results.

## 1.3 Route Profiles

Nelson\Nygaard will evaluate each of the existing transit routes using trip and stop-level ridership data. Our service evaluation will focus on the

service design, operating characteristics, and performance of each route and route segment. Each route will be examined relative to how well the route serves its intended markets, how well it works within the overall system, and what changes would improve performance and responsiveness to meet the needs of the City of Moorpark.

For each route, we will produce a route evaluation document that will present

- Description of the route alignment
- Route ridership map
- Schedule characteristics
- Ridership characteristics (by stop, direction, and time of day)
- Performance characteristics (riders per hour, riders per mile, average speed, etc.)
- Connections to other transit providers, including VCTC Intercity and Metrolink
- An overall assessment of the strengths and weaknesses of each route

FIGURE 2 SAMPLE ON-BOARD SURVEYS, ENGLISH AND SPANISH

**BLST ON-BOARD RIDER SURVEY**  
 Más el reverso para encuesta en español  
 Please tell us about the trip you are currently taking.  
 If you complete this survey and list your contact information at the end, you will be entered into a drawing to win a free monthly pass (\$50 value). Please return this completed form to the surveyor or drop it in the envelope at the door.  
 1. At what time did you get on this bus? (AM) (PM)  
 2. Which bus route are you currently on? (Check one)  
 3. Where did you just come FROM? (Check one)  
 4. Where are you going TO now? (Final destination of your trip) (Check one)  
 5. Where did you begin your trip?  
 6. Where will you end your trip?  
 7. Did you transfer from and/or will you transfer to another bus?  
 8. How long have you been riding Bus Line Service of Turlock (BLAST)? (check one)  
 9. How did you pay your fare for this trip? (Check one)  
 10. What is your age? (Check one)  
 11. What is your total household income (before taxes)? (check one)  
 12. Which best describes your racial or ethnic background? (Check one or more)  
 13. At home, which language do you speak most often? (Check one)  
 14. Listed below are potential improvements to BLAST service. Please select the three (3) improvements that are most important to you (Select your top 3 preferences)  
 15. Are there any other comments you would like to make?  
 Thank you for participating!

**BLST ENCUESTA DE PASAJEROS**  
 See other side for survey in English  
 Si usted ya ha completado una encuesta, gracias. Por favor, lleve a una encuesta por pasajero.  
 Por favor cuéntenos sobre el viaje que está tomando ahorita.  
 Complete la encuesta y escriba su información de contacto, y será entrado en una lotería para ganar un pase mensual gratis (valor de \$50). Por favor devuelva esta forma completada al inspector o déjala en el sobre al lado de la puerta.  
 1. ¿A qué hora se abordó en este autobús? (AM) (PM)  
 2. ¿En cuál ruta de autobús se encuentra usted este momento? (Ejemplo uno)  
 3. ¿De dónde viene en este viaje? (Ejemplo uno)  
 4. ¿A dónde va en este viaje? (Destino final de su viaje) (Ejemplo uno)  
 5. ¿Dónde comenzó su viaje?  
 6. ¿Cuál es el destino final de su viaje?  
 7. ¿Hizo transbordo a este autobús desde otro autobús o hará transbordo a otro autobús?  
 8. ¿Por cuánto tiempo ha sido un pasajero regular de Bus Line Service of Turlock (BLAST)? (Ejemplo uno)  
 9. ¿Qué tipo de tarifa usó para este viaje? (Ejemplo uno)  
 10. ¿Cuál es su edad? (Ejemplo uno)  
 11. ¿Cuál es su ingreso familiar anual (antes de impuestos)? (Ejemplo uno)  
 12. ¿Cuál de las siguientes describe su identidad étnica/racial? (Ejemplo uno o más)  
 13. ¿Cuál idioma habla normalmente en su casa? (Ejemplo uno)  
 14. Por favor considere las mejoras potenciales al servicio de BLAST y escoga hasta tres que son las más importantes para Ud.  
 15. ¿Tiene usted comentarios adicionales? (Por favor escriba su nombre, número de teléfono y dirección, y será entrado en una lotería para ganar un pase mensual gratis)

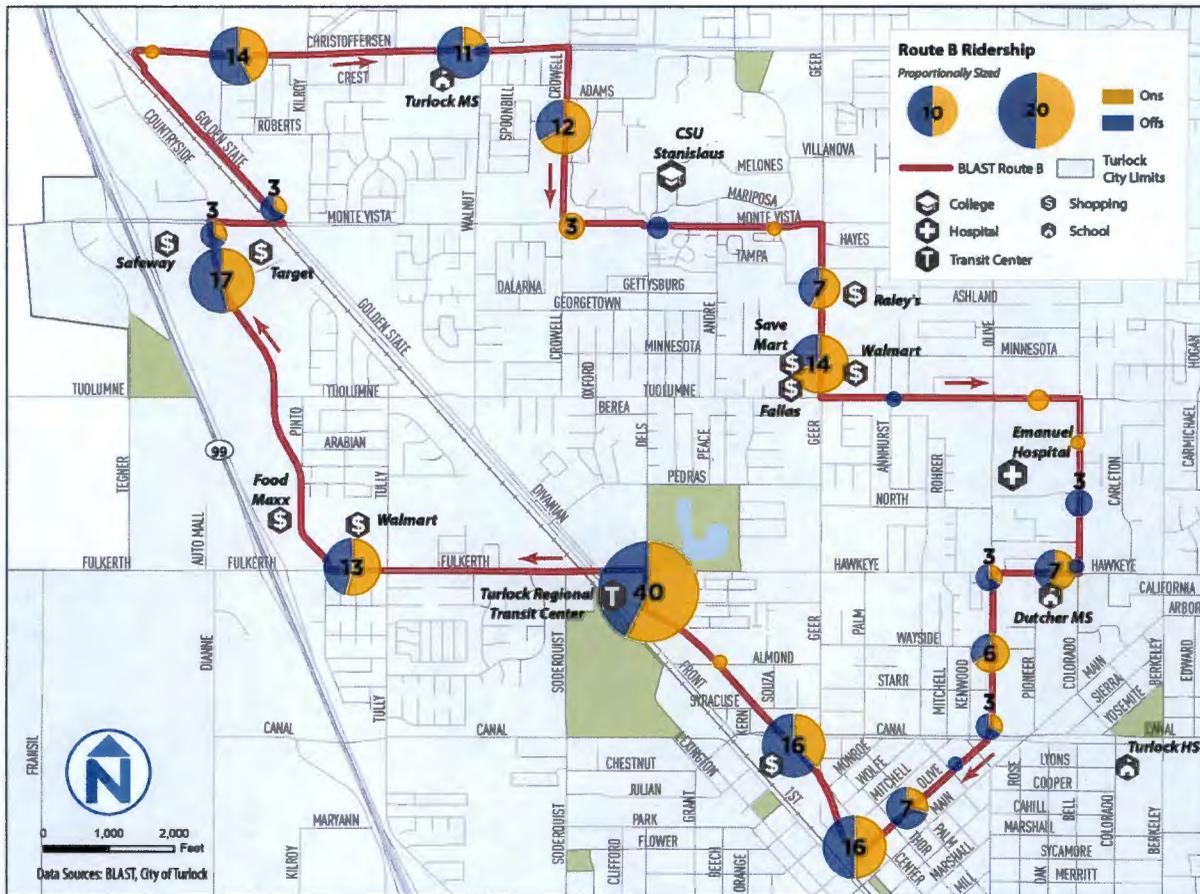


FIGURE 3 SAMPLE ROUTE RIDERSHIP MAP

**1.4 Market Analysis**

Understanding existing and future markets for transit is a fundamental part of identifying service gaps. Using demographic data, we will examine the populated areas within the City of Moorpark service area to determine the potential and propensity for transit ridership. Demographic information will be portrayed in GIS-based maps depicting the spatial distribution of populations having similar demographic characteristics. We will overlay existing routes to compare existing service with respect to transit demand. From these comparisons, we will assess where transit market opportunities exist, particularly those which are unserved or underserved.

Certain groups, such as seniors, college students, teenagers, persons from low-income households and those with a disability tend to use transit to a greater extent than other groups. We will examine the distribution and density of these populations

and develop a transit dependency index, indicating the relative demand for transit within the City of Moorpark. This index will illustrate which areas have the greatest need for transit.

A large proportion of transit trips are to and from activity centers such as shopping centers, high schools and colleges, medical facilities, and regional transit hubs. Through our previous work in Ventura County and the knowledge of Moorpark City Transit staff, we will identify and map these locations to describe the highest trip originators as well as the most attractive destinations.

U.S. Census Longitudinal Employer-Household Dynamics (LEHD) data will be analyzed to better understand inflow and outflow employment patterns, as well as employee origins and destinations. Moorpark College student origins and SCAG travel demand data summarized for the Ventura County Short-Range Transit Plan will be reviewed to identify travel patterns. We will also

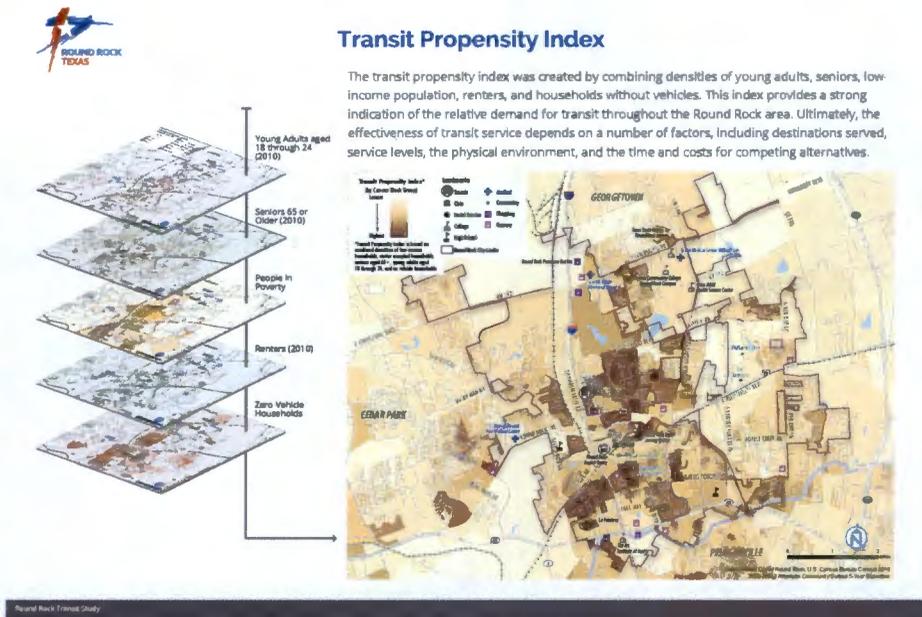


FIGURE 4 SAMPLE TRANSIT DEPENDENCY MAP

compare VCTC Intercity East County ridership within the City of Moorpark and to nearby regional destinations.

Nelson\Nygaard will prepare a memorandum summarizing the demand for transit and taxi service based on existing transit data, rider and stakeholder outreach, demographic data, and travel patterns.

**Deliverable: Existing Conditions Memorandum**

**TASK 2 SERVICE ALTERNATIVES**

**2.1 Initial Service Alternatives**

Nelson\Nygaard prides itself on being a creative, “out-of-the box” firm that is familiar with numerous types of transportation service delivery options that range from fixed-route transit to on-demand ridesharing.

Our approach in defining service recommendations is to look at how the transit services can better address transit demands and intercity connectivity, and what new services are practical and financially feasible, building upon the strengths of the existing system and addressing any weaknesses. The plan will take into account ridership, survey results, market conditions, and industry best practices.

Initial service alternatives will include cost-neutral route networks in terms of annual revenue hours. Schedule information and proposed stop locations will also be included in each service alternative. Service expansion scenarios will also be developed along with operating costs, capital requirements, and anticipated ridership.

Nelson\Nygaard will also examine current and proposed regional services in an effort to maximize schedule coordination and timed connections with bus and rail. While the recently adopted Ventura County Short Range Transit Plan will serve as a guiding document, new concepts may also arise based on the market analysis and passenger survey. Due to the limited operating budget of Moorpark City Transit, we will also evaluate the feasibility of jointly-operated services between Moorpark and other communities to maximize resources.

Nelson\Nygaard will present the initial service alternatives to the public (Task 2.2) and Preferred Alternative (Task 2.3).

**2.2 Public Outreach**

Nelson\Nygaard recommends a well-rounded public outreach effort to obtain feedback on the initial service alternatives from existing customers, as well as the general population. We will work with City of Moorpark staff to determine the appropriate mix of online information and direct outreach to inform the community about the project.

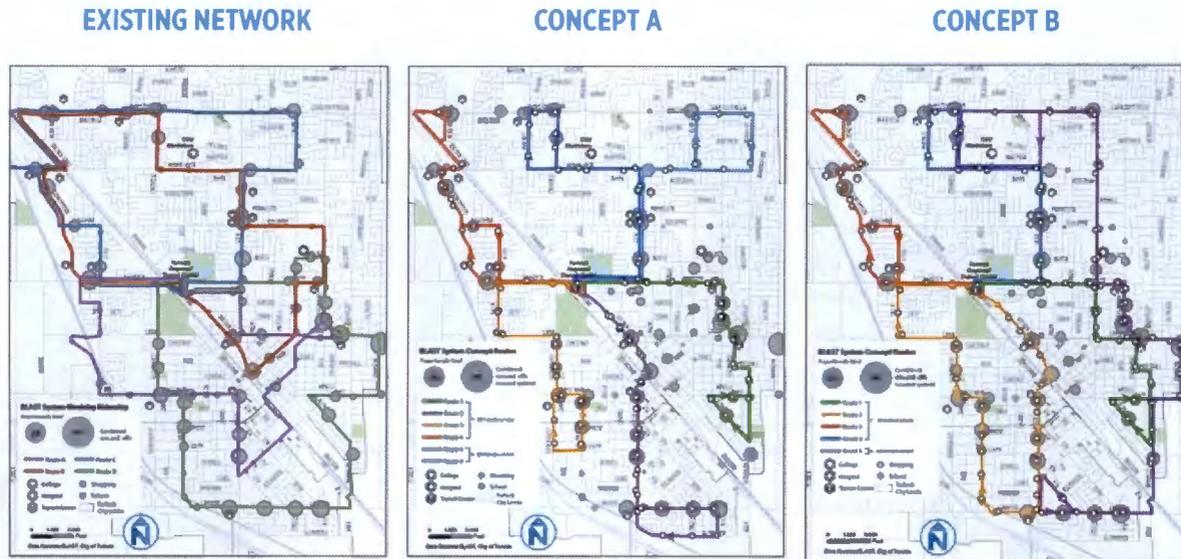


FIGURE 5 SAMPLE COMPARISON OF EXISTING SERVICE AND ALTERNATIVES

We have found project websites can be a low cost and effective way to present project information and work products, solicit comments, and survey transit riders and non-riders. A common approach is to share the project website on social media and through utility bills. It is not uncommon for online methods often generate more feedback than traditional outreach methods, particularly involving systems with limited hours. A project website could host the following:

- A description of the study and monthly progress
- Informational meeting announcements and other news
- Links to online surveys
- Information on how to provide feedback
- Links to download project deliverables

The intent of online survey is to gauge awareness of existing transportation options and to develop an understanding of existing transportation needs in Moorpark. Online surveys provide an opportunity to ask more questions than an on-board survey, if desired. It can be similar to the on-board survey, with questions for riders and non-riders that encourage survey respondents to think about potential future transportation choices beyond what exists today.

Nelson\Nygaard will also facilitate a series of direct outreach and open house meetings to introduce initial service alternatives to riders and the general

public. Posters and handouts will be developed to convey each alternative and how it compares with the existing system. At recent outreach events, we have provided tablets to conduct online surveys. The Nelson\Nygaard project team includes Spanish-speakers to ensure that customer feedback is accurately obtained.

Open house meetings should take place at locations that are accessible by transit in terms of location and time. Nelson\Nygaard will work with Moorpark City Transit staff to determine the most appropriate venues. In our experience, providing midday and late afternoon public input opportunities maximizes participation by reaching multiple customer markets. Evening meetings may also be held to attract potential future choice riders.



FIGURE 6 NELSON\NYGAARD PROJECT OUTREACH

## SCOPE OF SERVICES

### 2.3 Preferred Alternative

Nelson\Nygaard will present the initial service alternatives along with public feedback obtained during Task 2.2 to Moorpark City Council. Based on the direction of City Council, a preferred alternative will be selected and finalized to include the following:

- System map with routes and stops
- Individual route maps and schedules
- Estimated ridership and revenue changes
- Five-year service expansion plan
- Operating cost estimates
- Incremental fleet requirements
- Facility requirements
- Other implementation considerations and costs, such as ADA compliance, bus stop locations, marketing, etc.

The preferred alternative will be evaluated with respect to its ability to meet the goals and objectives of the study.

**Deliverables: Initial and Preferred Service Alternatives City Council Presentation**

### TASK 3 FARE STUDY

#### 3.1 Fare Structure and Collection Methods

Nelson\Nygaard will conduct a fare study that examines the existing fare structure and historical farebox data. Moorpark City Transit fare options will be compared with neighboring and connecting transit providers with the goal of streamlining policies and practices for better integration between the systems. The goal is to make it easier for passengers to travel seamlessly even when transferring buses. We will also evaluate the fare collection process. Should Nelson\Nygaard recommend changes to the current fare structure or fare collection procedures, a recommended timeline and revenue/cost impact would be included in the final report.

This subtask will identify any opportunities to enhance service levels and reduce costs by developing strategic partnerships. This assessment

will include the following potential strategies and will evaluate each for its ability to generate revenue, technical feasibility, and political acceptance:

- Moorpark College Student Pass Program
- Sponsorships in the form of advertising revenues
- Partnerships with major employers

**Deliverable: Fare Recommendations Memorandum**

### TASK 4 FIVE-YEAR PLAN

#### 4.1 Capital and Operating Plan

Nelson\Nygaard will develop a five-year system operations plan that details the following characteristics of fixed-route service recommendations:

- Route alignments
- Vehicle requirements
- Service span
- Service headway

We will also prepare a capital plan based on service plan recommendations and estimate the cost of all capital assets identified in the five-year strategic plan. Estimates will include costs for purchase, design, and construction, inflated by an agreed-upon rate for each major cost category.

Specific capital expenditures will include the following categories:

- Vehicles
  - Purchase or lease costs of buses, vans, supervisory or maintenance vehicles
  - Fleet expansion, upgrade, and replacement schedule
- Facilities
  - Specifications and approximate costs for a transit center
- Infrastructure
  - Map and cost estimates for bus stop accessibility improvements, benches, shelters, information kiosks, ticket vending machines, etc.

Additional capital improvement recommendations that improve system efficiency and enhance customer service may be included. We will work closely with staff in developing the capital and operating plan. The plan will reflect realistic projections and viable opportunities for new funds. All expenditures and revenues will be reflected in a single table.

**4.2 Performance Monitoring Plan**

Nelson\Nygaard will develop realistic and attainable performance metrics and standards. Having created numerous performance monitoring plans, Nelson\Nygaard understands the importance of matching goals with local operating conditions.

These efforts will result in the establishment of a methodology to review route performance and service changes on an ongoing basis. The performance standards are intended to ensure that future service changes improve system efficiency and effectiveness.

**4.3 Marketing Recommendations**

Nelson\Nygaard will investigate existing marketing strategies and suggest future opportunities to further increase ridership. This may include technology investments that enhance the general rider experience. A comprehensive list of marketing strategies and best practices will be developed to

- Improve communication to existing customers
- Increase participation in future feedback forums
- Better promote existing and planned services to the community
- Attract new customers, particularly “choice riders”

We will also recommend specific changes to the transit guide, bus stop signage, and branding. Our staff is also capable of producing alternative logo design concepts.

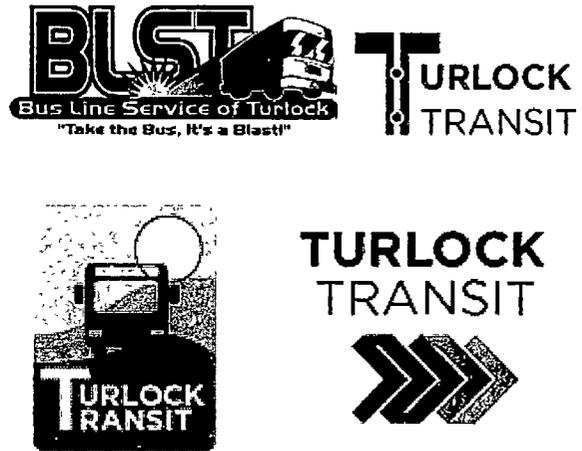


FIGURE 7 REBRANDING CONCEPTS FOR BLASTS BUS (TURLOCK, CA)

**4.4 Draft and Final Plans**

Nelson/Nygaard will submit a draft five-year plan to city staff for review. Our project manager will also present the draft plan to the Moorpark City Council. Based upon one set of non-conflicting comments from staff, Nelson\Nygaard will revise the document and produce a final five-year plan. We will deliver the final document (including all supporting graphics) in electronic format.

- Deliverables:**
- Draft Five-Year Plan**
  - Presentation of Draft Five-Year Plan**
  - Final Five-Year Plan**

# WORK HOURS AND FEE ESTIMATE

## EXHIBIT C

### PROPOSAL COST FORM

In response to the Request for Proposals – Consultant Services for Evaluation and Recommendations for Moorpark City Transit, the undersigned agrees to provide services in accordance with these Documents, which have been carefully examined. **On a separate sheet, Consultant shall provide a list of staff members responsible for this project and their hourly rates.** Consultant should list any and all tasks that Consultant expects the City to perform.

### COMPENSATION SCHEDULE

Total fixed contract amount for the project shall not exceed \$ \$43,872

The contract amounts are distributed as follows:

<u>Project</u>	<u>Hours</u>	<u>Dollar Amount</u>
<b>Task 1: Fixed Route System</b> Task 1: Ridership and Market Analysis	118	\$16,864
<b>Task 2: Ridership</b> Task 2: Service Alternatives	76	\$13,130
<b>Task 3: Fares</b> Task 3: Fare Study	36	\$4,584
<b>Task 4: Regional Transportation</b> Task 4: Five-Year Plan	58	\$9,294
<b>Task 5: Facilities/Equipment/Communications</b>	N/A	N/A

Optional Task (2nd Week of Ridership Counts)

\$3,965



EXHIBIT D

**CITY OF MOORPARK**  
**Scope of Work Requirement for Professional Services Agreements**  
**Compliance with California Government Code Section 7550**

Consultant shall sign and include this page in any document or written reports prepared by Consultant for the City of Moorpark (City) to which California Government Code Section 7550 (Government Code §7550) applies. Government Code §7550 reads:

“(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports ”

For all Professional Services Agreement with a total dollar value in excess of \$5,000, a signed and completed copy of this form must be attached to all documents or completed reports submitted to the City pursuant to the Scope of Work.

Does the dollar value of this Professional Services Agreement exceed \$5,000?

Yes       No

If yes, then the following information must be provided in compliance with Government Code § 7550:

1. Dollar amount of Agreement/Contract    \$ 47,837.00
2. Dollar amount of Subcontract            \$ \_\_\_\_\_
3. Does the total contract amount represent compensation for multiple documents or written reports?     Yes     No

I have read the foregoing Code section and will comply with Government Code §7550.

\_\_\_\_\_  
Nelson\Nygaard Consulting Associates, Inc

\_\_\_\_\_  
Paul Jewel, President & CEO

\_\_\_\_\_  
Date