

PROFESSIONAL SERVICES AGREEMENT

THIS Professional Services Agreement is made this ____ day of _____, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and URS Corporation, a Nevada corporation.

RECITALS

- A.** The City of Lawrence, Kansas ("City"), a municipal corporation, in behalf of the Lawrence-Douglas County Metropolitan Planning Organization ("MPO"), is in need of certain professional services, specifically a Multimodal Studies Project.
- B.** URS Corporation ("Consultant"), a Nevada corporation, has proficiency in Multimodal Studies Projects.
- C.** The City, in behalf of the MPO, wishes to engage Consultant as an independent contractor to perform the needed services, which are described in detail in the document entitled "Scope of Services" (a copy of that document is affixed hereto as Attachment 1).
- D.** The Consultant is willing and able to provide the services for which the City, in behalf of the MPO, wishes to engage it and agrees to perform those services in accordance with the terms and conditions of this Professional Services Agreement, as set forth below.

AGREEMENT

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. Engagement. The City hereby engages Consultant as an independent contractor to perform the services hereinafter described and Consultant hereby accepts that engagement.

SECTION 2. Services.

- (a) **Scope of Services.** Consultant shall perform those services ("Contract Services") specifically described in the Scope of Work, which document is affixed hereto as Attachment 1 and is incorporated herein by reference as if set forth in full. The parties may agree at any time to expand or modify the scope of the Contract Services. Such agreement shall be in writing and shall be attached to this Professional Services Agreement as an Addendum.

- (b) **Subcontracting Services.** Consultant may not, without first obtaining written consent of the City, subcontract any of the Contract Services.
- (c) **Time of Performance.** Time is an important element of this Agreement. Upon execution of this Professional Services Agreement, Consultant shall commence performance of the Contract Services in accordance with the time-table established at Attachment 1.
- (d) **Expiration.** The "Initial Term" of this Professional Services Agreement shall commence upon the execution of this document and shall expire at midnight on December 31, 2013. The provisions regarding indemnity and insurance shall survive the expiration of this Professional Services Agreement.
- (e) **Qualified Personnel.** Consultant shall provide sufficient qualified personnel to perform the Contract Services. Additionally, Consultant agrees to provide qualified personnel to perform inspections, to prepare reports, and to perform other duties hereunder, as may reasonably be requested by the City.
- (f) **Performance.** In performing the Contract Services, Consultant agrees to take all steps necessary for the full and effective performance of those tasks.

SECTION 3. Compensation and Reimbursement of Expenses.

- (a) **Compensation.** Subject to the limitations established at Section 3(c), City shall pay Consultant for the actual hours that Consultant's professional staff spends performing the Contract Services. City shall also pay Consultant for Subcontracting Services authorized by the City in accordance with Section 2(b). The parties agree that the amounts payable to Consultant for actual work performed shall in no way be dependent upon the nature of the conclusions reached or the reports or advice given by Consultant; nor are they dependent upon the success or lack of success of the City's project(s).
- (b) **Reimbursement for Expenses.** Subject to the limitations established at Section 3(c) and in addition to the City's payment of Compensation as established at Section 3(a), the City agrees to reimburse Consultant for all out-of-pocket expenses and related administrative expenses incurred by Consultant in connection with the performance of the Contract Services established by this Professional Services Agreement, including but not limited to long-distance telephone calls, postage, messengers, mileage for transportation, and the costs of computer time.

- (c) **Maximum Compensation and Reimbursement.** Unless otherwise agreed upon by the parties in writing, the maximum total amount payable to Consultant (i) as compensation for Contract Services and any Subcontracting Services under Section 3(a) and (ii) as reimbursement for expenses under Section 3(b), shall not exceed the sum of Two Hundred Thousand Dollars (\$200,000.00). Unless otherwise agreed by the parties in writing, Consultant shall not be requested to provide Contract Services or to incur related expenses to the extent that the cost of such Contract Services or related expenses would exceed \$200,000.00. Maximum Compensation and Reimbursement for Expenses shall be based on the amounts listed on the "Cost Estimate," which document is affixed hereto as Attachment 2 and is incorporated herein by reference as if set forth in full.
- (d) **Payment Terms.** Consultant shall send invoices to the City, not more frequently than once per month, setting forth the Contract Services performed and the amount of Compensation under Section 3(a) and Reimbursement for Expenses under Section 3(b) due under this Professional Services Agreement. To be eligible for reimbursement, all expenses shall be listed individually and shall be accompanied by receipts or other applicable documentation establishing that Consultant has incurred those expenses in the course of performing under this Professional Services Agreement. All invoices are payable upon receipt by the City. The City agrees to make such payment within thirty days of receipt of the invoice. If payment is not received within thirty (30) days from the due date of such payment, Consultant may suspend further performance under one or more Work Authorizations until payments are current. The City shall notify Consultant of any disputed amount within fifteen (15) days from the date of the invoice, give reasons for the objection, and timely pay any undisputed amount. The City also agrees to accept electronic invoices for services and scanned copies of receipts and other documentation. Consultant agrees to provide the City with originals before the City is obligated to pay the invoice.

SECTION 4. Termination of Professional Services Agreement. The parties may terminate this Agreement at any time, for convenience or for cause, upon ten (10) days written Notice to the other party. In the event that the City terminates the Agreement for convenience, then it shall pay Consultant for Contract Services satisfactorily performed by the Consultant and for all associated expenses incurred therewith prior to the termination. Under no circumstance, in the event of termination of this Professional Services Agreement, will the Consultant be entitled to recover anticipated profits or consequential damages. The provisions regarding indemnity and insurance shall survive the termination of this Professional Services Agreement.

SECTION 5. Reports and Documents.

- (a) **Property and Possession.** All reports, studies, analyses, memoranda, and related data and material, as may be developed during the performance of the Contract Services, shall be submitted to and shall be the exclusive property of the City, which shall have the right to use the same for any purpose without further compensation or liability to Consultant. Consultant may use its own proprietary software for the purposes of generating the data required by this Professional Services Agreement. The parties agree that the City shall retain all rights to the data generated, but that the Consultant shall retain all rights to the proprietary software.
- (b) **Status of Documents upon Expiration or Termination.** If this Professional Service Agreement expires or is terminated for any reason, including cause, all finished or unfinished documents prepared as part of the Contract Services shall immediately be transmitted to the City by Consultant, with the exception of the Consultant's proprietary software, as noted in Section 5(a).
- (c) **Confidentiality.** Consultant shall not release to any person except the City and its authorized agents any reports or related materials prepared for the City by the Consultant as the Contract Services and maintained confidentially by the City. This Professional Services Agreement, however, does not preclude Consultant from providing any service (whether or not similar in nature to the Contract Services hereunder) in behalf of other clients in the City of Lawrence, Kansas, or elsewhere.

All reports and documents prepared, assembled, or compiled by Consultant pursuant to the terms of this Professional Services Agreement are to be considered confidential and Consultant agrees that it will not, without prior written consent of the City, submit or make the same available to any individual, agency, public body, or organization other than the City and its authorized agents, except as may otherwise herein be provided.

SECTION 6. Compliance with Equal Opportunity Laws, Regulations, and Rules

- (a) Consultant agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, and the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.* and shall not discriminate against any person, in the course of performing under this Professional Services Agreement, because of that person's race,

religion, sex, disability, national origin, ancestry, sexual orientation, familial status, or age.

- (b) In all solicitations or advertisements for employees, Consultant shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- (c) If Consultant fails to comply with the manner in which Consultant reports to the KHRC in accordance with the provisions of K.S.A. 44-1031 and any amendment thereto, Consultant shall be deemed to have breached the present Professional Services Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Professional Services Agreement, either in whole or in part.
- (d) If Consultant is found guilty or liable for any violation of the KAAD or the KADEA by way of a final decision or order of the KHRC, then Consultant shall be deemed to have breached the present Professional Services Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Professional Services Agreement, either in whole or in part.
- (e) In any subcontract, to which the City consents in accordance with Section 2(b) of this Professional Services Agreement, Consultant agrees to include the language of Sections 6(a) through 6(d) and agrees to make such language applicable to any subcontractor hereunder.
- (f) Consultant also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.

SECTION 7. Insurance.

- (a) **General.** Consultant shall secure and maintain, throughout the duration of this Professional Services Agreement, Insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. Consultant shall provide certificates of insurance and renewals thereof on forms approved by the City. The City shall be notified by receipt of written notice from the insurer at least thirty days prior to material modifications or cancellation of any policy listed on the certificate.

(b) **Notice of Claim.** Consultant, upon receiving notice of any claim in connection with its performance of Contract Services under this Professional Services Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

(c) **Reduction of Policy Limits.** Consultant shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Professional Services Agreement) if the Consultant's limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts required hereunder. In that event, Consultant shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(d) **Insurance Required.** Consultant agrees to secure and maintain the following insurance:

(i) **General Liability:**

General Aggregate: \$500,000.00

Personal and Advertising Injury: \$500,000.00

Each Occurrence: \$500,000.00

Additionally, the policy must include the following:

(A) Broad Form Contractual/Contractually Assumed Liability;

(B) Independent Contractors

(C) Name the City of Lawrence, Kansas, as an additional insured.

(ii) **Automobile Liability:**

The Policy shall protect Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of all owned, hired, or non-owned vehicles and must include protection for either (A) any automobile or (B) all owned automobiles and all hired and non-owned automobiles. (C) The Policy must also name the City of Lawrence, Kansas, as an additional insured.

Limits:

Each Accident, Combined Single Limits

Bodily Injury and Property Damage: \$500,000.00

(iii) **Workers' Compensation:**

Bodily Injury by Accident: \$100,000.00 each accident

Injury by Disease: \$500,000.00

Bodily Injury by Disease: \$100,000.00 each employee

If Consultant has no employees, it must execute a waiver on a form provided by the City.

(iv) **Professional Liability:**

The Consultant shall maintain through the duration of the Professional Services Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) and shall provide the City with certification thereof.

(e) **Insurance Ratings.** For the purposes of this Professional Services Agreement, the City will only accept coverage from an insurance carrier that offers proof:

- (i) (A) that it is licensed to do business in the State of Kansas;
- (B) that it carries a Best's policyholder rating of A- or better; and
- (C) that it carries at least a Class VIII financial rating. **OR**

- (ii) that it is a company mutually agreed upon by the City and Consultant.

(f) **Certificate of Insurance Forms.** The parties agree that certification of insurance coverage under this Professional Services Agreement shall be on the City's standard Certificate of Insurance Form or on other forms acceptable to the City.

SECTION 8. Indemnification. Consultant agrees to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including reasonable attorneys' fees, but only to the extent that such are caused by Consultant's non-performance under this Professional Services Agreement or by Consultant's negligence in performing any action necessary for the performance under this Professional Services Agreement. (For the purposes of this Section, Consultant means Consultant or any person acting in behalf of Consultant or for whom Consultant is responsible). Neither party shall be liable to the other party for incidental, indirect, special, or consequential damages.

SECTION 9. Quality Assurance. Consultant agrees that it shall perform its work and services under this Professional Services Agreement in accordance with recognized professional standards prevalent in the field of Multimodal Studies. Further, Consultant agrees that it shall perform its work and service under this Professional Services Agreement with professional expertise, skills, and knowledge of proficient industry procedures and techniques in all relevant subject matters. Consultant agrees that, accordingly, it shall be capable of performing the necessary consulting and other services required by the City and possesses the ready comprehension of the required subject matter and the expertise to provide citizen participation and transportation planning for the City. Consultant's liability to the City for any non-conforming Services shall be to re-perform the non-conforming or defective Services, written notice of which must be given within a reasonable time by the City to Consultant. Consultant's obligation for re-performance of non-conforming Services, as described in the preceding sentence, shall extend for a term commencing at the substantial completion of such Services under a Work Authorization and ending one year later.

SECTION 10. Entire Agreement.

- (a) This Professional Services Agreement, and Exhibits A and B, represent the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements between the parties, whether written or oral. This Professional Services Agreement may be amended only by a written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become a part of this Professional Services Agreement and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- (b) No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations set forth in this Professional Services Agreement; and none of its provisions shall be deemed waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, modification, or amendment made in writing and signed by both parties. No evidence of notice, waiver modification, or amendment, other than evidence of such in writing, shall be introduced as evidence at any proceeding, either legal or administrative.

SECTION 11. Assignment. This Professional Services Agreement is non-assignable by the Consultant and any subcontractor of Consultant approved by the City in accordance with Section 2(b).

SECTION 12. Notices. All notices, demands, or other communications, which may be or are required to be given by any party to any other party under this Professional Services Agreement, shall be in writing and shall be hand-delivered, mailed by first class mail, registered or certified mail, return receipt requested, postage prepaid, or sent by overnight express mail, postage prepaid, return receipt requested, to the following addresses:

(a) If to Consultant:

URS Corporation
8300 College Boulevard
Suite 200
Overland Park, Kansas 66210
Attn: Dan Meyers, AICP

(b) If to the City:

City of Lawrence, Kansas
6 East 6th Street
P. O. Box 708
Lawrence, Kansas 66044
Attn: David L. Corliss, City Manager

Copy to: Todd Girdler, Senior Transportation Planner

SECTION 13. Authorizations. Each person executing this Professional Services Agreement in behalf of the City and Consultant hereby represents and warrants that he or she has the authority to bind his or her respective party hereto and that all acts requisite to confer authorization to enter into this Professional Services Agreement have been taken and completed.

SECTION 14. Independent Contractor. In no event, while performing under this Professional Services Agreement, shall Consultant be deemed to be acting as an employee of the City; rather, Consultant shall be deemed to be an independent contractor. Nothing expressed herein or implied herein shall be construed as creating between Consultant and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

SECTION 15. Kansas Cash-Basis Law. This Professional Services Agreement must comply with the applicable provisions of the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.* The City, in its own behalf or in behalf of the MPO, is obligated only to make payments under this Professional Services Agreement as may be lawfully made from funds budgeted and appropriated for the purposes set forth in this Professional Services Agreement during the City's current budget year. In the event

that the City does not so budget and appropriate funds, the parties acknowledge and agree that they shall be relieved of all obligations under this Professional Services Agreement without penalty. To the extent that the City does so budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

SECTION 16. Conflict of Interest. Consultant is currently unaware of any conflict of interest with any party affected by this Professional Services Agreement and agrees that, if any conflict or potential conflict of interest should arise in the future, it will give notice to the City immediately.

SECTION 17. Legal Action. The parties agree that the appropriate venues for any legal actions arising out of this Professional Services Agreement are the District Court of Douglas County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.

SECTION 18. Force Majeure. Neither party shall be deemed to be at default under this Professional Services Agreement to the extent that any delay in performance results from any cause beyond its reasonable control and without its intentional act or negligence.

SECTION 19. Captions. The Captions of this Professional Services Agreement are for convenience only and are not meant by the parties to define, limit, or enlarge the scope of this Professional Services Agreement or its terms.

SECTION 20. Recitals. The recitals set forth at the beginning of this Professional Services Agreement are adopted and incorporated herein by reference as if set forth in full and shall be effective as if repeated *verbatim*.

SECTION 21. Attachments. All attachments to this Professional Services Agreement, Attachments 1-2, are incorporated herein by reference and shall be considered to be a part of this Agreement as if set forth herein in full.

SECTION 22. Governing Law. This Professional Services Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

SECTION 23. Severability. In the event that any provision of this Professional Services Agreement shall be held invalid and unenforceable, the remaining portions of this contract shall remain valid and binding upon the parties.

IN WITNESS WHEREOF, the undersigned have caused this Professional Services Agreement to be executed as of the date noted above.

**CITY OF LAWRENCE, KANSAS, a
municipal corporation**

DAVID L. CORLISS
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came David L. Corliss, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

URS Corporation, a Nevada corporation

Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came _____, as Manager of URS Corporation, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

Attachment 1 – Scope of Work

Multimodal Planning Studies for the Lawrence-Douglas County Metropolitan Planning Organization

The following summarizes the URS Team scope of work to complete the *Multimodal Planning Studies* for the Lawrence-Douglas County Metropolitan Planning Organization (MPO). The scope of work includes the following tasks:

- Task 1 – Project Management
- Task 2 – Public Outreach
- Task 3 – Commuter Park & Ride Study
- Task 4 – Fixed Route Transit and Pedestrian Accessibility Study
- Task 5 – Countywide Bikeway System Plan
- Task 6 – Multi-Modal Plan Coordination and Deliverables

Task 1 – Project Management

The following summarizes the URS Team project management for the *Multimodal Planning Studies*.

Project Execution Plan

Following the project kick-off meeting with the MPO staff, the URS Team will prepare a Project Execution Plan that will detail project coordination, on-going communications with MPO staff, public outreach, and an overall schedule. The schedule will outline work tasks two through six including expected deliverable dates. We anticipate that the project will be completed before December 31, 2013.

Interaction with MPO Staff and Committees

Our project manager, and deputy project manager, will stay in frequent contact with the MPO staff through email, phone calls, and in-person meetings. As part of the study process, we propose to conduct bi-weekly project update calls to discuss current and upcoming work tasks. Specific dates and times will be discussed with the MPO staff.

The URS Team, working with the MPO staff, will form a set of three *Multimodal Planning Studies Project Steering Committees* (one each for park and ride, paratransit accessibility, and bikeway system plan) to oversee the development of the three respective studies. The MPO staff will schedule all three committees to meet on the same day for convenience and to minimize travel costs for the consultant. URS will provide all the materials for these meetings and set the agendas in consultation with MPO staff, and URS will provide the steering committees with those materials at least one week in advance of their meetings. URS will also take notes/minutes for the public record of those meetings. It is anticipated that the steering committees will each consist of at least one representative from each of the current MPO committees and may include members from other local advisory groups with interest and/or expertise in the study subjects. Members of the steering committees will be selected by the MPO staff with approval of the MPO Policy Board.

The URS Team will coordinate with the MPO staff to provide regular updates during TAC and MPO Policy Board meetings. The URS team will provide staff materials a week in advance of the meeting(s) so agendas and presentation materials can be posted online prior to the meeting. It is envisioned that the URS Team involvement at the TAC and Policy Board meetings will include a combination of in-person

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meetings and/or conference calls. Primary coordination of the project will be through the MPO staff and the *Multimodal Planning Studies* Steering Committees.

Invoicing / Progress Reports / DBE Reporting

The URS Team will submit monthly invoices and progress reports summarizing the work tasks completed in the past 30 days and anticipated work tasks for the next 30 days. The invoices will also include labor and expenses for Toole Design Group and Vireo. The progress reports will include a breakdown of labor and direct expenses for the three respective planning studies. URS will also complete and submit the appropriate DBE form(s) required by KDOT.

Task 2 – Public Outreach

The URS Team will utilize the following public outreach activities to support the development of the *Multimodal Planning Studies* project.

Project Website

The MPO will establish a *Multimodal Planning Studies* project webpage that will be developed and hosted on the City's/MPO existing website. Throughout the project, the URS Team will provide the MPO staff the content and electronic documents (i.e., reports, online survey, interactive mapping link, etc.) that can be posted to the project website. The MPO staff will review and approve content before it is posted.

Social Media

The URS Team will utilize the existing City of Lawrence social media resources (i.e., Face Book, Twitter, etc.) throughout the project to disseminate information regarding the *Multimodal Planning Studies* project. The URS Team will include information regarding open houses, surveys, and general project updates. Social media updates will occur around key project milestones (i.e., survey, public meetings, etc.). The need for additional social media updates will be proposed by URS and coordinated with and approved by the City of Lawrence Communications Manager and MPO staff.

E-Communication

The URS Team will utilize the MPO existing email communication list as a starting point for contacting potentially interested stakeholders within the region. It is anticipated that the email communication updates will occur around key project milestones (i.e., survey, public meetings, etc.). Throughout the study, individuals will have the opportunity to provide their email address and be added to the email communication list. The URS team will be provided with the necessary sign on code by the City in order to send messages to these lists.

Public Survey

The URS Team will develop an online public survey that will include questions that address the three respective planning studies. The survey will be hosted on the MPO website and will utilize their existing survey software, WuFoo. The URS Team will coordinate with the MPO staff to access the survey software. The URS Team will also coordinate with the MPO staff to distribute hardcopy surveys to individuals who may not have computer access. The URS Team will submit a draft survey to the MPO Staff and Steering Committee(s) for review prior to posting the final survey online.

Interactive Mapping

The URS Team will utilize online interactive mapping software to obtain information regarding current travel patterns and existing multimodal deficiencies. The URS Team, working through Toole Design, will

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provide the MPO staff with an interactive mapping link that will be posted on the project website. The interactive mapping software will include three tabs, or separate pages, for each of the respective planning studies and will allow visitors to the site to record information relevant to each of the studies. The URS Team will collect and summarize all the responses which will be documented as part of the project deliverables. The URS Team will supply the MPO staff with the data collected through this interactive map in a format that is compatible with the City GIS (i.e., a GIS layer and report of comments).

Public Forums and Meetings

The URS team will conduct two larger public forums (i.e., workshops, open house, etc.) to seek input about all three of these studies, and input on mobility issues in the region, and to obtain feedback regarding potential transportation improvements related to these studies. Those public forums will cover the three respective planning studies. The URS Team will work with the MPO staff to coordinate the public forum details and format. The MPO staff will be responsible for arranging a meeting location and time for those public forums. The URS Team will provide staff to attend the forums and will also provide 3G tablet computers at those events that will allow participants to complete the online survey and/or online interactive mapping. The URS Team will produce the materials needed for these meetings and take notes of the comments received. To prepare for those forums, URS will provide the MPO staff with a flyer for their review/approval that can be distributed to advertise the public forums at least 3 weeks in advance. URS will distribute that flyer electronically to the list of people designated by the MPO staff (e.g., all MPO committees, people who sign up online to follow this project, BAC, PTAC, etc.) and provide the MPO staff with at least a dozen large and a dozen small printed versions (11x17 landscape format for placement on transit vehicles and 8 ½ x 11 portrait format for inside public buildings, etc.) for the MPO staff to place around the region. URS will supply the MPO staff with an electronic reproducible original of the flyer.

The URS team will conduct up to three public information meetings for input on this planning project. These meetings will be used to obtain input on one, some or all three of these studies as needed and directed by the MPO staff. It is likely that some of these public information meetings will be scheduled at locations outside of Lawrence. These meetings are intended to need less URS staff support than the public forums (but still some URS staff support) and may or may not need to have the 3G tablets in use. The URS Team will produce the materials needed for these meetings and take notes of the comments received. URS will also prepare a flyer for these meetings (in 8.5x11 portrait format). The MPO staff will make arrangements for the meeting spaces and set the times.

Mobile Meetings

The URS team will work with the MPO staff to coordinate two rounds of mobile meetings. The mobile meetings will consist of eight meeting locations (four locations per round). The meetings will include the opportunity for participants to complete the online survey and/or online interactive mapping. These meetings will also provide an opportunity for interested persons to ask the consultant team and MPO staff questions about this planning project. These meetings may be directed at stakeholder groups. Some of these meetings need to be directed at EJ (Environmental Justice) populations. The URS Team will work with the MPO staff and Steering Committees to identify the respective meeting participants. This meeting type is planned for use with focus groups and stakeholder groups identified by the MPO staff in consultation with the URS Team. Some of these meetings will be held outside of Lawrence. The URS Team will produce the materials needed for these meetings and take notes of the comments received.

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Media Outreach

The URS Team will reach out to local television stations and newspapers to promote the study and solicit public comments on these important transportation issues facing our region through the Lawrence Communications Manager. It is anticipated that the URS Team will develop up to five press releases to disseminate key project milestones, including public forums and the release of draft reports for public review. Dissemination of information to the press about this study will be directed through and coordinated with the Lawrence Communications Manager who will issue press releases for this study.

Task 3 – Commuter Park & Ride Study

The URS Team will complete the following work tasks as part of the Commuter Park & Ride Study. The objective of this study is to:

- Identify possible locations to plan for short- and long-term commuter park and ride lots.
- Address the mobility needs of transit riders, carpoolers, and special event attendees from Douglas County, Topeka, and Metropolitan Kansas City.
- Coordinate with commuter and local transit services.
- Provide consistent analysis to support the fixed-route and pedestrian accessibility study.

The URS Team will work with the MPO staff and the *Multimodal Planning Studies* Steering Committees to complete the Commuter Park & Ride Study. Throughout the study, additional meetings/updates will be held with the MPO Technical Advisory Committee (TAC) and Regional Transit Advisory Committee (RTAC). These meetings/updates will be coordinated with the MPO staff.

- a) **Develop Analysis Framework.** The URS Team will review recent local and regional transportation studies that could influence the selection/development of park & ride facilities within the region. The MPO staff will identify and provide these studies to the URS Team.

The URS Team will use current industry standards to identify appropriate park & ride site selection criteria. The URS Team will work with the MPO staff and Steering Committees to identify the specific criteria to be used for site evaluation and selection. At a minimum, it is envisioned that the criteria will address:

- Transportation system characteristics, including future transportation system and routing; access to the interstate, freeways and other major highway facilities; and regional and local transit and traffic conditions.
- Catchment area characteristics, including population and socioeconomic characteristics, existing and proposed future land uses, location near activity centers, alternative modes available to the population to access potential park & ride sites such as pedestrian/bicycle pathways (to be coordinated with Task 5 –Countywide Bicycle Plan).
- Anticipated growth and subsequent needs, including projected population and employment growth and anticipated land uses. Population and employment projections will be consistent with the MTP (T2040 Metropolitan Transportation Plan) and that document will be provided to the URS Team by the MPO staff. The MPO staff will also provide URS with a Traffic Analysis Zone (TAZ) map and data tables showing population and employment by TAZ that was used in the MPO travel demand modeling work. However, the MPO will not supply a copy of the model itself to URS.

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- Feasibility of a site to accommodate multiple uses such as public transportation, carpooling, bikeway connections/trail heads, and special event parking.
- Land acquisition feasibility, including a general discussion focusing on general land prices, ownership, and potential for acquisition.

The URS Team will work with MPO staff and Steering Committees to refine and prioritize the criteria, taking into account the specific characteristics of the categories identified above. In addition, the URS Team will utilize geographic information system (GIS) data to aggregate and evaluate sites based upon the criteria. The MPO staff and the URS Team will work with the City of Lawrence GIS Coordinator to get any relevant and available GIS data to complete the analysis.

The URS Team will develop a prioritization matrix to develop a ranking system based upon the importance of the criteria. The entire framework, along with the background research undertaken will be documented in the project deliverables.

- b) **Identify and Prioritize Potential Sites.** The URS Team will develop GIS overlays of the criteria and associated data to identify potential sites for analysis and site design. The ranking of the criteria points will be reflected in this analysis and will enable visualization of linkages between existing transportation facilities and the potential sites.

For the highest ranked potential sites, a conceptual transit service plan will be developed. This will identify the existing (or new) transit route(s) best suited to connect the site with major trip generators and other transit routes throughout the region. Conceptual estimates (planning level cost estimates) of the site planning and engineering, land acquisition and capital costs associated with each site will be prepared. The URS Team will identify opportunities for the consolidation and joint uses of park & ride lots in order to complement the existing and potential future transportation system needs. The sites will be evaluated on the basis of their potential benefits to the overall transit system and the neighborhoods they support. Access to and from the sites by pedestrians and bicyclists will also be examined.

- c) **Public Outreach and Interagency Consultation.** The URS Team will work with the MPO staff to identify stakeholder groups that could be impacted by the potential sites. The URS Team will solicit their input about the planning process used to identify this shortlist of locations. Potential stakeholder may include neighborhood representatives, business owners, and state and local agencies. Property owners impacted by these site selection recommendations will be contacted prior to the release of those recommendations for public comment and will be given an opportunity to meet with the MPO staff and URS representatives to discuss those recommendations. Those property owners will also be invited to attend public meetings about this study.
- d) **Identify Priority Sites.** The URS Team will utilize the evaluation criteria described in the previous sub-tasks to develop a five- to ten-year plan for park and ride locations within the region. The URS Team will use information from the stakeholder outreach process to support the prioritized sites. The implementation plan will comprise an analysis of land prices and ownership characteristics, the presentation of a plan for acquiring the same, and a costing of the land acquisition suggested. The URS Team will prepare up to three conceptual site designs. If more than three sites are identified, the URS Team will coordinate with the MPO staff and Steering Committees to select the three sites.

- e) **Prepare Draft and Final Reports.** See Task 6 for a comprehensive list of the project deliverables.

Task 4 – Fixed Route Transit and Pedestrian Accessibility Study

The URS Team will complete the following work tasks as part of the Fixed Route Transit and Pedestrian Accessibility Study. The objectives of this study are to:

- Identify obstacles that transit riders (Lawrence Transit and KU on Wheels riders) face in accessing the fixed-route transit system.
 - Prioritize pedestrian improvements that would increase access to existing fixed-route transit services.
 - Identify opportunities to enhance bus boarding areas, in terms of both pedestrian accessibility and enhancing traffic operations.
- a) **Establish Baseline Conditions.** The URS Team will work with the City of Lawrence GIS Coordinator to get any relevant and available GIS data. Ideally, transit routes, bus stop locations, sidewalk location and condition, and projected traffic congestion would be available in GIS format. The URS Team will review recent planning studies that could impact the analysis. The MPO staff will identify and provide the URS Team with the appropriate information as available.
- b) **Identify Obstacles to Fixed Route Ridership.** The URS Team will solicit input from stakeholders including regular transit riders, paratransit riders, and non-riders to better understand the current transit operations within the community. This interaction with the public will occur at a variety of meetings including RTAC meetings, PTAC meetings, meetings at major paratransit destinations, focus group meetings arranged by the MPO and T staffs, and at public forums and/or public information meetings for this planning study. A combination of different types of meetings may be necessary to obtain input from all three of those stakeholder groups.

In addition to obtaining input through face to face meetings, the URS Team will also utilize the online survey and online interactive mapping tool to seek input regarding poor sidewalk conditions, lack of sidewalks, unsafe crossings, lack of curb cuts and ramps, and other pedestrian mobility system issues. The URS Team will utilize mobile meetings (described in Task 2) to obtain additional information from these respective stakeholders if the MPO staff determines it is needed. The URS Team will work closely with the MPO staff, Steering Committees, Lawrence Transit staff, and KU on Wheels staff to coordinate this outreach effort.

- c) **Establish Evaluation Criteria.** The URS Team will develop specific evaluation criteria to evaluate the fixed route transit and pedestrian accessibility. The URS Team will review current maintenance and sidewalk replacement policies and practices and make recommendations to make them more effective. This review will focus specifically on the Lawrence Area since that is the area in the region now served daily with both fixed route and paratransit services. Other area in Douglas County that have planned fixed route services and pedestrian facility issues likely to prevent some people from accessing those fixed route services may also be studied. The URS Team will review the Lawrence Complete Streets Policy and may consider it and evaluate how it relates to this MPO study. The evaluation considerations include:

- The U.S. Access Board's Draft Accessibility Guidelines for Public Rights-of-Way will be used to help conduct the assessments.

- The evaluation will be conducted to identify the most critical improvements to those requiring primarily just maintenance.
- Evaluating existing conditions in terms of ADA compliance.

The URS Team will discuss with the MPO staff the possibility of incorporating the criteria established for this study into overall performance measures that could later be incorporated into future MTP updates.

d) **Accessibility Analysis.** The URS Team will use the data, public input, and evaluation criteria from the previous sub-tasks to complete the accessibility analysis. The URS Team will complete the accessibility analysis in three phases.

- Phase 1 will evaluate the existing fixed-route system to identify areas (i.e., bus stops, sidewalks, crossings, etc.) for more detailed analysis. We will complete this analysis using GIS applications to create a ¼-mile buffer around fixed-routes, and/or bus stops, overlaid on top of land use and sidewalk layers. Priority corridors will be identified in relation to major trip generators and the promotion of multimodal connections.
- Phase 2 will focus on site specific deficiencies identified in Phase 1. These locations will be further evaluated and specific recommendations will be identified. As part of Phase 2, the URS Team will conduct a field review which will include photos documenting the areas of concern. Planning level cost estimates and an implementation plan will be developed during this phase. The number of sites that receive this photo/cost estimate treatment will be determined by URS consulting with the MPO staff, Lawrence T staff, and the Lawrence Public Works staff to create a list of projects doable with the planned sidewalk budget proposed for at least the next two years.
- Phase 3 will coordinate planning efforts with the countywide bicycle plan and the commuter park and ride study to identify possible long-term infrastructure improvements that might be needed to accommodate future year transit services. This analysis will be completed at a conceptual planning level.

e) **Prepare Draft and Final Reports.** See Task 6 for a comprehensive list of the project deliverables.

Task 5 – Countywide Bikeway System Plan

The URS Team will complete the following work tasks as part of the Countywide Bikeway System Plan Study. In each of the steps the involvement of the public, non-motorized users, Steering Committees, and the L-DC Bicycle Advisory Committee (BAC) will be essential. Toole Design Group, supported by URS and Vireo, will be responsible for completing the Countywide Bikeway System Plan. The URS Team will utilize existing bicycle planning studies as a baseline for conducting our bikeway system plan. Our analysis will focus on:

- Revise and update the existing Bikeway System Map
- Enhancing countywide bikeway connections and planning bikeway facilities throughout Douglas County.
- Assessing the potential for bikeway connections to nearby counties (particularly the Topeka and KC Metro Area) and identifying planned routes for those connections
- Addressing specific problem locations (as identified in the RFP).

- Identifying opportunities to enhance the existing urbanized bicycle facilities (primarily with a focus on identifying opportunities for the addition of on-street bikeway facilities)
- a) **Develop Vision, Goals, and Objectives.** The URS Team will begin this process by reviewing existing non-motorized goals and objectives contained in current MPO planning documents and other bicycle related plans in the region particularly the 2004 Bicycle Plan and the T2030 and T2040 Metropolitan Transportation Plans. The MPO staff will identify and or provide the URS Team with the documents that should be included in the review process.

The URS Team will review existing bicycle planning documents produced by the MPO and area local governments to gain knowledge about past bicycle planning efforts in this region. With that background knowledge understood the URS Team will create a new countywide bikeway system plan that addresses concerns expressed in the SAFETEA-LU and MAP-21 federal laws and the region's desire to complete a comprehensive bikeway system plan reflective of today's conditions and the need to make cycling a more viable choice for utilitarian trips in Douglas County.

The MPO staff will confer with the URS Team to update the vision, goals, and objectives for this bikeway plan and work to ensure that the Countywide Bikeway System Plan and T2040 Plan vision, goals and objectives are consistent or the same.

The goals will address the needs of the full range of bicyclists, integration of bicycling with other modes, prioritization of funding and projects, facility development, education of bicyclists and motorists that share the roads, encouragement of people to bicycle for travel and not just exercise, and the enforcement of traffic laws for both cyclists and motorists to improve safety. This section will also summarize local policies on minimum road width standards, a minimum level of service rating for bicyclists, and guidelines/standards necessary to accommodate bicyclists (i.e., standard urban and rural area cross-sections for roadways inclusive of bicycle accommodations).

- b) **Establish Planning Criteria for the Bicycle System.** The URS Team will use basic industry standard planning criteria when evaluating and considering bicycle routes and facilities that may become part of a countywide bicycle network. For rural roads in a countywide plan, the criteria are often established in two sets. The first set addresses bicycle user demand and the general corridor locations of proposed routes. Included are usage (including trip length), directness, accessibility/spacing, system continuity, barriers, safety and aesthetics. The second set of criteria will help site types of bicycle facilities within identified bicycle corridors, and include directness, cost, funding, delays to bicyclists, traffic volumes and speeds, safety (both real and perceived), and ease of implementation, including capitalizing on opportunities brought on by other roadway improvements (e.g., resurfacing, reconstruction, paving shoulders, etc.).
- c) **Inventory Crashes, Bicycle Use, and Roadway and Bikeway Conditions.** The URS Team will conduct an evaluation of existing conditions and will include the appropriate level of analysis of roadway conditions, existing bicycle facilities, and bicycle crashes (limited to and based upon available data). Of special importance is the examination of bicycle conditions using a level of service model for Douglas County roadways, connections into Lawrence, and roadways leading into parts of adjoining counties. The URS Team will contact officials in those adjoining counties to make them aware of the bikeway planning being conducted in Douglas County and to ensure that the planned bikeways that reach the Douglas County line have a logical continuation and

terminus in the adjoining county. The Lawrence Bicycle Rideability Map may be used as a starting point for this effort and may be updated as part of this study. At a minimum the URS Team will supply the MPO staff with LOS information for routes that will be helpful in updating the Bicycle Rideability Map at a later date. The MPO staff will provide the rideability map to the URS Team in GIS. If available, the URS Team will also review current non-motorized crash data. The URS Team will work with the MPO staff to determine what crash data is available.

- d) **Identify Needs and Bicycle Travel Corridors.** The URS Team will assess existing and future bicycle demand based on a number of factors. A GIS-based demand analysis will incorporate the County's existing demographic, land use, and traffic data. Location data will be assigned weights based on the amount of bicycle activity each location will likely generate. The URS Team will prepare a "heat map" that displays different levels of demand including a general depiction of latent demand.

The URS Team will utilize online interactive mapping software that will help identify current bicycle travel patterns, desired travel patterns, and obstacles/deficiencies that make non-motorized travel difficult or impossible. This online interactive mapping software is described in Task 2.

This approach has worked very well, especially in the short-term, when the desire lines are matched with roads that were rated as desirable for cycling using the level of service methodology described in the above step. This process will also lead to the identification of roadways that are rated poorly and there is currently strong desire (or latent demand) to use them. These roadways could be scheduled for shorter-range improvements like the addition of paved shoulders or the marking of bicycle lanes.

- e) **Develop Bicycle Transportation Network.** The URS Team will develop a bicycle network plan that includes a feasibility assessment of building bikeways in the corridors and recommends the most appropriate type of bikeway: bicycle route, shared lane marking, paved shoulder, bicycle lane, shared use path or other facility, marking or signage. The analysis and recommendations may focus on expansion of the Lawrence network and planned connections from Lawrence to nearby rural areas and to adjacent cities and counties (e.g., to Topeka and Johnson County). However, this study will also include a review of all the currently planned bikeways in the Lawrence Urban Area to determine their feasibility. For key locations in Lawrence where the planned bikeways are not feasible due to lack of right-of-way, topographic features, or other obstacles the URS team will recommend alternatives. The URS Team will work with the MPO staff and BAC to identify an appropriate number of key locations for further analysis. Additional recommendations, focusing on the specific problem locations as identified in the RFP and listed below, must also be included.

The level of service model will be used in the development of the county-wide network plan. Some immediate connections between communities may naturally surface that rate well today for cycling, thus enabling the immediate mapping of those routes and expanding the Lawrence Bikeway System Map. The URS Team will also consider other areas identified by the MPO for improving bicycling. Four such locations have already been identified because of their existing challenges for cycling:

- Eudora Public Schools – Elementary and Middle Schools
- Baldwin City Public School – Elementary

- Iowa and 6th Street Interchange Area in Lawrence
- Burroughs Creek Trail/Hobbs Park to Riverfront/Constant Park Connector in Lawrence

In order to visually document the types of locations in Douglas County that have cycling challenges and to create material that can be used to stir interest in this study and the creation of a new updated countywide bikeway system plan, at least one URS Team member will ride the four locations listed above and take photographs showing the routes from the bicyclist's perspective.

If time and budgets allows the URS Team may also be requested to take video and/or still photos of the street segments noted below and/or other locations along planned or existing bikeways in the region. This photography should be accomplished early in the study period so that it can be used at study outreach meetings. To reduce staff time and costs, the MPO will provide the URS Team with a series of photos to use to supplement the ones taken for these studies. The URS Team will analyze up to five street segments recommended for bike lanes in the 2004 Lawrence Bicycle Plan, the 2009 bikeway map update in the T2030 Plan, or from recent discussions at BAC meetings.

The bike lane locations now shown on the 2009 bikeway map update will undergo a planning-level assessment to determine current bike lane feasibility based on street widths, traffic volumes, and scheduling for street resurfacing and/or reconstruction work. The streets will be prioritized for bike lanes based on their feasibility and importance. As part of this study the URS Team will supply the MPO staff with recommendations for updating that 2009 map in T2030 to a new T2040 Bikeway System Map.

- f) **Prepare an Implementation Element.** The URS Team will identify implementation strategies and priorities for future county-wide bicycle facilities including specific safety measures and practices. The team will develop a map that prioritizes proposed improvements into short-, mid- and long-term priorities. The URS Team will work with local government officials and the MPO staff to develop general planning level cost estimates.

The team will strive throughout the development of the plan to employ a "5-E" approach (education, enforcement, engineering, encouragement, evaluation), which has been used by bicycle educators for years, as a comprehensive and integrated approach to safe bicycle usage.

- g) **Prepare Draft and Final Reports.** See Task 6 for a comprehensive list of the project deliverables.

Task 6 – Deliverables

The URS Team will provide the MPO with three separate deliverables documenting the respective multimodal plan elements. The URS Team will provide a "technical" document summarizing the methodology, analysis, and recommendations and an executive summary targeted at the general public and local officials.

Draft and Final Reports

The URS Team will provide the MPO with draft reports (one for each of the respective studies) that will be circulated electronically for review by the respective MPO committees. The URS Team will discuss comments/edits with the MPO staff and the *Multimodal Planning Studies* Steering Committees and

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make the appropriate revisions. The URS Team will provide the MPO staff with ten hardcopies, and one reproducible electronic copy, of the final reports developed for Tasks 3, 4, and 5. Maps will be provided in a separate high resolution document and all developed GIS layers will be provided to the MPO staff.

Executive Summary

The URS Team will develop three executive summaries, one each for the respective multimodal plan elements. Each executive summary will be a four page document (format will be an 11x17 double-sided, folded document) including photos and graphics documenting the study recommendations. The URS Team will provide the MPO with at least 100 copies of each executive summary and a reproducible electronic copy of each one.



Attachment 2 - Cost Estimate
Lawrence-Douglas County Multimodal Studies Project

URS Team Members	Dan Meyers	Dave Kocour	Jim Meyer	Gavin Poindexter	Julia Suprock	Renee Ducker	Charles Arthur	Steve Malloy	GIS / Admin	Paul Lamb	
Multimodal Studies Project Role	Project Manager	Principal in Charge	Deputy PM / Multimodal Planning	Transportation Planning	Land Use	Transit / Ped Accessibility	Demographics / SE Data	Park & Ride Site Design	GIS / Admin Support	Quality Control	URS Total
Loaded Labor Rate (\$/Hour)	\$217	\$172	\$117	\$90	\$105	\$93	\$93	\$128	\$69	\$82	
1 Project Management	24	4	20								48
2 Public Outreach		32	40						40		112
3 Commuter Park & Ride Study			60	40	44	22	12	60	60	5	303
4 Fixed Route Transit and Pedestrian Accessibility Study			90	80		100	28		100	5	403
5 Countywide Bicycle Plan			30	25			20		20	5	100
6 Deliverables and Project Coordination	20		48		30	20			80	4	202
HOURS	44	36	288	145	74	142	60	60	300	19	1,168
SUBTOTAL LABOR COST	\$9,561	\$6,201	\$33,581	\$13,065	\$7,746	\$13,171	\$5,565	\$7,669	\$20,670	\$1,561	\$118,788

Direct Expenses - URS Travel

	Number	Cost	Total
Personal Vehicle ¹	10	\$44	\$440
Airfare ²	10	\$375	\$3,750
Rental Car ³	15	\$55	\$825
Lodging ⁴	10	\$125	\$1,250
Per Diem	15	\$25	\$375
Total Travel:			\$6,640

General Production Costs

	Number	Cost	Total
Conference Calls (URS teleconferencing number) ⁵	20	\$5	\$100
Bond paper digital printing (allowance)	1	\$100	\$100
Color prints - in house (allowance)	1	\$200	\$200
Final Reports - Color print & bind ⁶	30	\$80	\$2,400
Executive Summary - Print 300 copies (11x17, double sided) ⁵	1	\$350	\$350
Delivery service (UPS or FedEx)	2	\$30	\$60
Presentation boards ⁶	25	\$12	\$300
Total General Production Costs:			\$3,510
TOTAL DIRECT EXPENSES:			\$10,150

Project Summary

URS - Loaded Labor	\$118,788	
URS - Direct Expenses	\$10,150	
Toole Design Group - Sub-contract	\$51,823	DBE % 36%
Vireo - Sub-contract	\$19,239	
PROJECT TOTAL	\$200,000	

Notes

- 1) Round trip mileage (80 miles) for staff from the URS Overland Park, KS office. Personal mileage will be billed at current rate (currently \$0.555 per mile).
- 2) Airfare, lodging and rental car for URS Minneapolis and Chicago staff.
- 3) Teleconference charges for bi-weekly project updates beginning in February.
- 4) Print 10 copies of final reports (30 total). Draft reports will be electronic only.
- 5) Print 300 copies of Executive Summary. URS to sub-contract with outsider vendor.
- 6) Large presentation boards anticipated for public open houses/meetings.