

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and Nelson Nygaard Consulting Associates, Inc., for developing an update to the Transit Improvement Plan, in the amount of one hundred thousand dollars and no cents (\$100,000.00), which is similar to certain document attached hereto and identified as "Agreement between the City of Huntsville and Nelson Nygaard Consulting Associates, Inc.", consisting of eleven pages and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer, of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of April, 2022.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND
NELSON\NYGAARD CONSULTING
ASSOCIATES, INC. FOR
PROFESSIONAL SERVICES**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is entered into by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as “City” or “Client”) and Nelson\Nygaard Consulting Associates, Inc. (hereinafter referred to as “Nelson Nygaard” or “Contractor”), a California corporation, on this the 14 day of April, 2022. The City and Nelson Nygaard hereby agree as follows:

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1.0 Scope of Work.

Nelson Nygaard will coordinate with the Huntsville Area Metropolitan Planning Organization (hereinafter the “MPO”) and the City of Huntsville Public Transit Division in developing an update to the Transit Improvement Plan (hereinafter the “Plan”).

Nelson Nygaard will seek input from stakeholders, Huntsville citizens, existing and potential transit riders, review service ridership data, and analyze updated census data affecting transit needs in the area. Nelson Nygaard will provide a final updated 5-Phase Transit Improvement Plan at the end of the project.

The Scope of Work for this Agreement is described more fully in the proposal submitted by Nelson Nygaard, which is attached hereto and incorporated by reference as Exhibit “A”.

Nelson Nygaard shall provide its services in accordance with the normal degree of care and skill of other reputable transportation planning professionals providing similar services on similar projects of like size and nature at the same time and in the same locale as this project.

2.0 Contract Amount and Payment Schedule.

The City will pay to Nelson Nygaard a fixed-price amount of One-hundred Thousand (\$100,000.00) for the products and services provided by Nelson Nygaard pursuant to this Agreement. The City shall pay the said amount in monthly payments based on the percentage of the Work completed by Nelson Nygaard for the month billed. Payment shall be due thirty (30) days from the date the City receives the monthly invoice from Nelson Nygaard.

3.0 General Terms and Conditions

3.1 Notices.

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

Nelson\Nygaard Consulting Associates, Inc.
Jennifer Wieland
2 Bryant Street, Suite 300
San Francisco, CA 94105
jwieland@nelsonnygaard.com

City of Huntsville
Attention: John Autry
500 - B Church Street NW
Huntsville, Alabama 35801
(256) 427-6826
John.autry@huntsvilleal.gov

3.2 Project Staff.

Principal in Charge
James Gamez
(206) 357-7526
jgamez@nelsonnygaard.com

Project Advisor
Thomas Wittmann
(206) 357-7521
twittmann@nelsonnygaard.com

3.3 Time Period.

Nelson Nygaard shall commence the work to be done pursuant to this Agreement on April 1, 2022 and shall complete said work no later than January 30, 2023.

3.4 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 SUBCONTRACT.

Nelson Nygaard may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Nelson Nygaard shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Nelson Nygaard shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Nelson Nygaard of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

6.0 Termination

6.1 Termination For Convenience

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Nelson Nygaard. Notice to terminate shall be given to Nelson Nygaard by written notification mailed or hand delivered to the contact address for Nelson Nygaard listed in Section 3.1 herein. In the event of such termination without cause, Nelson Nygaard shall be compensated for all

services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Nelson Nygaard providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. Nelson Nygaard shall not be liable for any finalization of such documents that were not completed prior to termination. In such event, Nelson Nygaard shall promptly submit the City its invoice for final payment.

6.2 Termination for Cause

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination and the failure of the party to cure such cause within the thirty day period.

7.0 Non-exclusiveness of Remedies.

Any right or remedy on behalf of the City or Nelson Nygaard provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to Nelson Nygaard.

Nelson Nygaard is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Nelson Nygaard and its agents and/or employees. Nelson Nygaard waives any and all rights to recovery from the City for any injuries that Nelson Nygaard (and/or its agents and/or employees) may sustain while performing services under this Agreement except where caused by the fault of the City.

9.0 Insurance.

Nelson Nygaard shall carry insurance of the following kinds and amounts in addition to any other forms of insurance required under the terms of the contract specifications. Nelson Nygaard shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Nelson Nygaard, its agents, representatives, employees or subcontractors.

A. SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's express written approval.

Commercial General Liability

Products and Completed Operations

Contractual liability, subject to the policy terms, conditions and exclusions

Personal Injury

Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for damages to the extent caused by the negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project.

3. Automobile Liability:

Business Automobile Liability providing coverage for all hired and non-owned autos of Nelson Nygaard. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 1,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis subject to the terms of section 9.0(A)(2) herein:

\$ 1,000,000 per Claim and in the annual aggregate

3. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident - each accident
\$ 100,000 bodily injury by disease – each employee
\$ 500,000 bodily injury by disease - Policy Limit

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

- a. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Nelson Nygaard for products used by and completed operations of Nelson Nygaard; or automobiles owned, leased, hired or borrowed by Nelson Nygaard. Additional insured status shall be through ISO Additional Endorsement CG 20 10 and CG 20 37 or equivalent forms to provide the coverage required by this Agreement.

- b. Nelson Nygaard's general liability and auto liability insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Nelson Nygaard's insurance and shall not contribute to it.
- c. Nelson Nygaard's general liability and auto liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. Nelson Nygaard is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or nonrenewed by either party except after thirty (30) days' prior written notice by mail has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and Nelson Nygaard shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The insurers, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and reasonably approved by the City before work commences.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Nelson Nygaard shall require all subcontractors and/or consultants to furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

For claims, damages, losses and expenses other than those arising from the performance of professional services, Nelson Nygaard, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent performance of Nelson Nygaard's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, , and (2) is caused by any negligent act or omission of Nelson Nygaard or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

Nelson Nygaard agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless, but shall have no duty to defend, the City, its officers, employees, and specified volunteers from and against damages, liabilities, losses and expenses including, but not limited to reasonable attorney's fees, to the extent caused by any negligent acts, errors, or omissions of Nelson Nygaard or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Intellectual Property Rights.

Nelson Nygaard agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Nelson Nygaard pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Nelson Nygaard and granting Nelson Nygaard the sole right to defend such claim. In the event of any infringement or claimed infringement, Nelson Nygaard, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Nelson Nygaard shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws or provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

10.2 Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics or pandemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

10.4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Property of City.

All work product prepared by Nelson Nygaard except for those standard details and specifications regularly used by Nelson Nygaard in its normal course of business shall become and be the sole property of the City. Any reuse or modification of such Work Product for purposes other than those intended by Nelson Nygaard in its scope of services shall be at the City's sole risk and without liability to Nelson Nygaard.

10.8 Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.9 Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.10 No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.11 Survivability.

The terms of Section 9.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

10.12 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the

parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Nelson Nygaard's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

10.13 Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Nelson Nygaard is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement and 2) Nelson Nygaard's proposal attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Kenneth Benion
Its: Clerk Treasurer

NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

By: Jennifer Wieland
Jennifer Wieland

Its: Managing Director



City of Huntsville

Transit Improvement Plan Update Proposal

January 2022

**N NELSON
NYGAARD**

January 7, 2022

John Autry
Public Transit Manager
City of Huntsville
500 B Church Street
Huntsville, AL 35801

Dear Mr. Autry,

We are pleased to offer the following proposal for the Huntsville Transit Improvement Plan Update. We are very excited about the opportunity to work on this project and continue our partnership with the City of Huntsville.

For this project, we have assembled a team, whose combined experience is well suited to the task at hand. Our team will be led by Principal **James Gamez**, a project manager with more 16 years of transit service planning experience. James has led more than 25 transit planning projects across the country, including the 2018 Huntsville Transit Study. Principal and Huntsville native **Thomas Wittmann** will serve as Project Advisor and participate in the project kickoff, stakeholder discussions, and city council briefings.

The scope of work and deliverables for this project are outlined in Scope of Services. Also included are our proposed project schedule and budget.

If this proposal is acceptable, you may issue a consultant contract or request our standard contract.

If you have any questions, please do not hesitate to contact our Project Manager, James Gamez at jgamez@nelsonnygaard.com or 206-357-7521, or Jennifer Wieland at jwieland@nelsonnygaard.com.

Sincerely,

James Gamez,
Project Manager

SCOPE OF SERVICES

TASK 1 PROJECT INITIATION AND MANAGEMENT

1.1 *Project Kickoff*

Following the notice to proceed, we will initiate the project with an in-person strategic planning meeting with City of Huntsville leadership. Meeting attendees will include the Mayor, City Administrator, Director of Parking & Transit, Public Transit Manager, Assistant Director of Urban Planning, Project Manager James Gamez and Principal-in-Charge Thomas Wittmann. This meeting serves several purposes:

- Discuss the vision for the City of Huntsville transit system.
- Tour key transit corridors and hubs, particularly those that have experienced growth and change such as at Midcity and Old Monrovia Rd.
- Tour areas with perceived transit need that are not currently served by Huntsville Transit.
- Identify study stakeholders.
- Refine the project timeline, if necessary.

A draft agenda will be submitted to staff prior to the meeting and a summary will be provided after the meeting.

1.2 *Bi-Weekly Project Updates*

One of our tried-and-true project management strategies for all projects is to schedule bi-weekly conference calls between the client and our team's project manager. Bi-weekly meetings provide an opportunity to check in and make sure the project is progressing as anticipated. These 30-minute check-ins will be conducted via video calls. We will submit bi-weekly meeting agendas in advance of each call and provide meeting notes after each check-in.

TASK 2 EXISTING CONDITIONS ANALYSIS

Prior to conducting community outreach (Task 3) and developing service alternatives (Task 4), we will conduct a detailed evaluation of existing transit characteristics and performance, market conditions and travel patterns.

2.1 *Service Analysis*

As a starting point in our evaluation, we will analyze a wide range of characteristics, including but not limited to:

- Historical ridership trends
- Service availability (days, span, headways, holidays)
- Service hours
- Peak vehicles
- Capital facilities
- Service change and implementation history
- A timeline of COVID-19 actions and policy changes

These data and information will be summarized in concise narrative with intuitive and visually appealing graphics. Nelson\Nygaard will then develop detailed profiles for Orbit routes that examines several topics, such as:

- Route design and directness
- Major markets and destinations served
- Bus stop spacing and amenities
- Ridership patterns by time of day and direction of travel
- On-time performance
- Average speed by segment

Our route profiles will be written clearly and simply, so that the strengths, weaknesses, opportunities, and challenges associated with each route are easily understood.

Huntsville Transit Improvement Plan Update

City of Huntsville

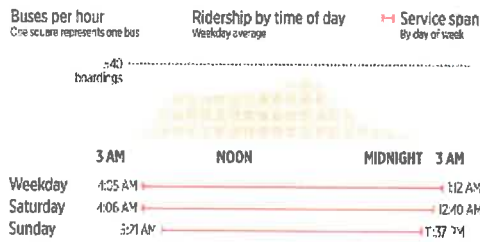
LA HABRA – HUNTINGTON BEACH VIA BEACH BOULEVARD

29

Service Patterns

Route 29 operates two service patterns which alternate every trip. Half of trips terminate at the Buena Park Metrolink Station and half terminate at La Habra Boulevard and do not serve Buena Park Metrolink. The segment between PCH/1st and Beach/Malvern has 15-minute service during morning and afternoon peak periods on weekdays and 18-minute service on weekends.

Span and Frequency



Ridership

Route 29 carries 6,403 passengers per weekday on average. The strongest ridership segment is between McFadden Avenue and Lincoln Avenue, with many stops generating more than 100 riders per day. In the southbound direction the stop at Beach/Lincoln, which provides transfers to Route 42, generates 241 per weekday on average, more than any other stop. Segments north of Malvern Avenue, which are only served on half of trips, generate less ridership, with only the stop at Beach/Imperial generating more than 50 riders per weekday.

Performance

Indicator	Weekday	Saturday	Sunday
Daily Boardings	6,403	5,092	4,127
Revenue Hours	203	180	158
Productivity	31.6	28.2	26.0
Farebox Recovery	23.5%	20.3%	18.3%
On-Time Performance	86.7%	85.9%	86.4%

Service Design

Stops per Mile	Average Speed (MPH)	Peak Headway	Off-Peak Service Levels	Saturday Service Levels
3.8	13.28	15	Good	Good

Strengths

Weekday ridership is above the Major Corridor group average. Compared to all other Major Corridors, Route 29 has the highest ratio of Saturday to Weekday ridership, 80%, which is supported by the high level of weekend service. Strong Saturday ridership indicates a diverse mix of rider types and trip purposes.

Weaknesses

After 6:00 p.m. on weekdays ridership declines precipitously along with service levels. While it is typical for demand to decline in the evenings, the drop from 15-minute to 60-minute by 8:00 p.m. service may make service inconvenient for riders returning from retail or service industry shifts that end later in the day. Farebox recovery is in the bottom third of the Major Corridors.

Route 29 Weekday Boardings



Average Daily Boardings
by Bus Stop, March 2016*

Northbound Southbound

10
50
100

*Data Source: Orange County Transportation Authority, 2017

Transit

Major Bus Routes

— Frequent Service
(Every 15 minutes)
— Less Frequent Service
- - - No Longer in Service
● Other Major Route

Metrolink

— Station/Line

Sample Route Profile

2.2 *Market Analysis*

Using the latest 2020 Census American Community Survey (ACS), we will examine the distribution and densities of the following demographic and socio-economic groups that have a higher propensity to use transit:

- Seniors
- Persons with disabilities
- Zero-vehicle households
- Low-income employees

We will then develop a transit demand index that combines this data to illustrate which residential areas have the greatest need for transit service.

Using Census Longitudinal Employer-Household Dynamics (LEHD) data, we will also analyze employment densities across the city and develop the following maps:

- Overall employment density
- Low-income (\$15,000 or less) employment density
- Retail Trade Sector
- Accommodation and Food Services Sector
- Manufacturing Sector

If available, we will also map University of Alabama at Huntsville and Alabama A&M University student addresses to determine if any transportation needs are not currently being met by Huntsville Transit or Bulldog Transportation System (BTS).

Using existing documents and the collective knowledge of staff, we will also identify and map major activity centers. We will then overlay existing routes over each map 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.

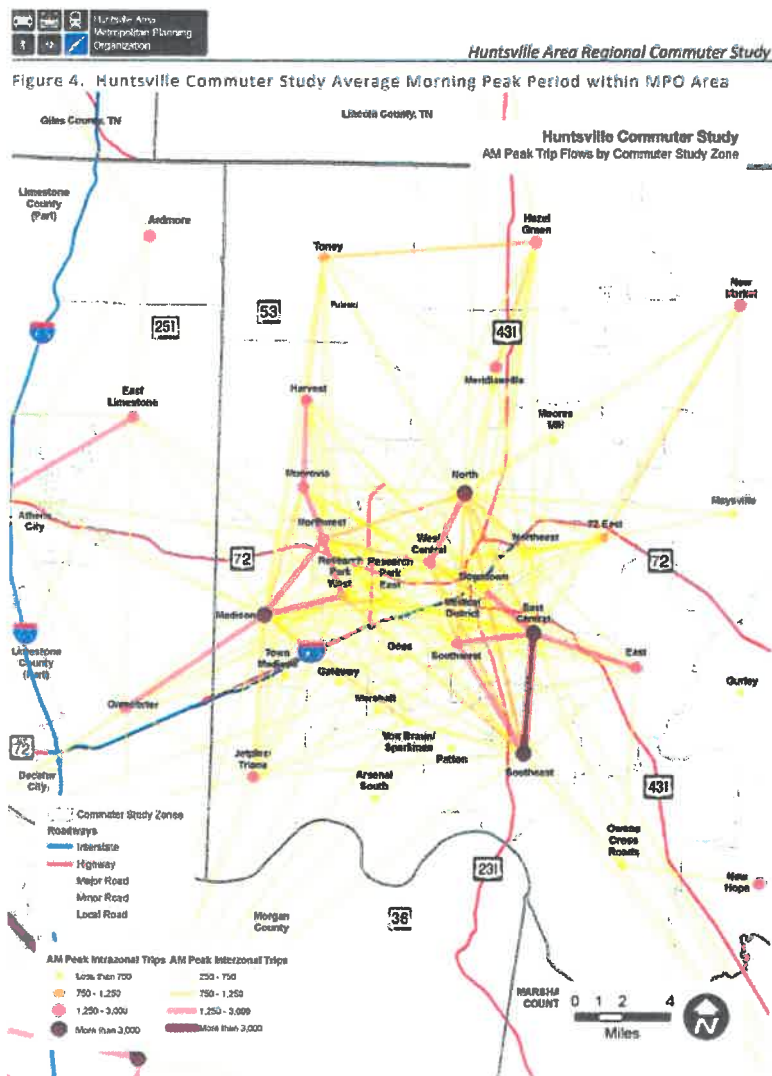
Huntsville Transit Improvement Plan Update
City of Huntsville

2.3 Travel Pattern Analysis

In addition to evaluating the distribution and density of key transit markets, we also access U.S. Census Longitudinal Employer-Household Dynamics (LEHD) data to analyze employment travel patterns by city, activity center, and sector.

We also review traffic flow data, employee origins, and proposed park-and-rides sites from the Huntsville Area Regional Commuter Study.

Nelson\Nygaard has a subscription with Replica that allows us to examine activity data to better understand how both riders and non-riders move across the study area and how those patterns have changed throughout the COVID-19 pandemic. The market and travel pattern analysis will provide a strong understanding of underlying transit demand.



Travel Flow Data from the Huntsville Area Regional Commuter Study (Source: Huntsville Area MPO)

2.4 Existing Conditions Analysis

As the first major deliverable of the study, the Existing and Future Conditions Report, will synthesize analyses and findings of Tasks 2.1-2.3. The report is also intended to serve as the foundation for the development of service and capital concepts.

Deliverables

- Existing Conditions Report

TASK 3 COMMUNITY ENGAGEMENT

The success of a transit project can hinge on public buy-in and consensus. Public participation will be integrated throughout the planning process to ensure that the project reflects the needs of transit riders, stakeholders, and other community members.

3.1 Community Outreach

Nelson\Nygaard will facilitate two rounds of public meetings and pop-up events at several locations that are either accessible by transit or generate significant activity. Potential direct outreach locations include:

- Huntsville Transit Center
- Showers Recreation Center
- Huntsville-Madison County Senior Center
- Sandra Moon Community Complex
- Hampton Cove
- West Huntsville
- Moores Mill

Direct outreach materials typically consist of posters and maps to convey existing conditions and generate discussion, and interactive surveys for participants of all ages and abilities. We will also develop outreach flyers that double as fact sheets. Outreach flyers are intended to reach a variety of audiences and can be disseminated online, with utility bills, and at public facilities such as libraries and recreation centers.

3.2 Online Outreach

Project websites, online surveys, and social media outreach are low cost and effective ways to present project information and obtain feedback from the community. Prior to the first round of outreach, we will develop a project webpage that provides:

- A description of the study
- Meeting announcements and other updates
- Link to an online survey
- Information on how to provide feedback
- Links to download project deliverables

We will also coordinate with the working group to promote the project website through existing social media accounts. In conjunction with community meetings, we will design online surveys to obtain feedback from riders and non-riders.

3.3 *Stakeholder Discussions*

We will work with City of Huntsville staff in assembling a stakeholder group, likely consisting of representatives from social service agencies, medical facilities, educational institutions, major employers, transit advocacy groups, etc. In our experience, community-oriented groups provide a wealth of insight into the challenges and transit needs held by their constituents. Stakeholder meetings will be designed in such a way as to solicit information that responds to core questions but also allows for open-ended conversation. Some of the topics to be covered are:

- Perceptions about strengths/weaknesses in the current services
- Existing gaps in transportation services
- Likely benefits of improving local and regional transit services
- Highest priorities for improving transit services

To encourage interviewees to speak frankly, our typical approach is to provide interviewees with confidentiality and do so by presenting results in a manner that comments are not attributed to any specific individual or organization. Results of the stakeholder meetings will be summarized in a memorandum that will provide clear understanding of stakeholder perceptions of Huntsville Transit services along with key issues and opportunities.

3.4 *City Council Briefings*

Building off the kickoff discussion with City of Huntsville leadership, Nelson\Nygaard will facilitate virtual meetings with County Council throughout the study. Nelson\Nygaard will prepare highly visual and concise presentations for each council briefing. Meeting with Council consistently over the course of the project will allow the consultant team to seek direction for transit investments, as well as ensuring buy-in from Council members.

TASK 4 ALTERNATIVES EVALUATION

4.1 *Route and Schedule Optimization*

After completing the Existing Conditions Report, our team will develop route and schedule concepts. Our approach in developing service concepts is to identify opportunities that build upon existing strengths, capitalize on potential service improvement opportunities, and address any unmet needs. Initial service concepts may include but will not be limited to:

- **Route realignments** to provide more effective and efficient service.
- **Changes to headways** to match service levels with demand and facilitate connections.
- **Schedule adjustments** to ensure that routes operate reliably and meet rider needs.

Service concepts will be presented to City of Huntsville via interactive online meeting in which we will summarize proposed changes and benefits. This meeting will allow both City of Huntsville staff and the Nelson\Nygaard team staff to thoroughly discuss and refine each concept.

4.2 *Service Expansion Options*

The next step of concept development will focus on service enhancements and/or expansion over five phases. Service expansion concepts will likely include:

- **Service to new areas** identified in the market analysis as having sufficient demand for transit service.
- **Earlier and/or later service** to address rider requests and improve access to employment.

Service expansion concepts will be presented with maps, service characteristics, capital requirements, and anticipated benefits.

4.3 *Microtransit Feasibility*

Transit can be provided in many ways, but for it to be most effective, appropriate balances must be met between service coverage and intensity. The City of Huntsville varies significantly in terms of land use and socio-economic characteristics. As a result, some areas will support more robust transit service while other areas may be best suited to be served by microtransit or other alternatives to fixed-route service.

Emerging mobility-on-demand services such as microtransit have introduced new models for operating transit that can be particularly effective in serving first-/last-mile trips, lower-density areas, and/or late-night markets when fixed-route is less productive. This subtask will examine the feasibility for microtransit both geographically and temporally. Should a market for microtransit exist, we will evaluate different operating scenarios and provide both cost and ridership estimates.

TASK 5 REPORT DEVELOPMENT

5.1 *5-Phase Service Plan*

After obtaining staff, stakeholder and public feedback on fixed-route, paratransit, rideshare and potential subsidized on-demand transportation service concepts, we will develop a detailed 5-phase service plan that will include:

- Route and system maps depicting new or modified alignments
- Proposed service spans and headways
- Fixed-route expansion options
- Complimentary paratransit service requirements
- Potential non-traditional services
- Operating cost estimates

We will also create a service implementation plan that will identify the actions required to realize the recommendations.

5.3 *Capital Plan*

Nelson\Nygaard will develop a capital plan that reflects the five-phase service plan. The purchase or lease of buses, vans, and other revenue vehicles will be calculated in a fleet expansion and replacement schedule. The fleet plan will consider vehicle attributes (type, capacity, age, mileage, fuel type, fuel source, etc.) and potential new vehicle types, such as electric buses. We will also estimate the cost of all supporting infrastructure and technology. Additional capital improvement recommendations that improve system efficiency and enhance customer service may be included.

5.3 *Draft and Final Report*

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

- Executive summary
- Existing conditions
- Market analysis
- Community outreach and feedback
- Service plan
- Capital plan

An electronic copy of the Draft Report will be submitted for review and comment.

Based upon one set of non-conflicting comments from staff, Nelson\Nygaard will revise the Draft Report and produce a Final Report in PDF and DOCX formats.

Deliverables

- Draft Report
- Final Report

RESUMES

James Gamez

Principal | Project Manager



James is a project Manager with 16 years of transit experience as a consultant and agency service planner. James specializes in transit network design and plan implementation. Since joining Nelson\Nygaard, James has led transit projects across the United States. James' list of completed projects include comprehensive system analyses, short-range transit plans, circulator studies, and capital investment plans. James takes pride in developing solutions that improve mobility and access to opportunity.

EDUCATION

B.A., Geography, University of Texas, 2003

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Principal, 2018–Present; Senior Associate, 2013–2018

- **Montebello Bus Lines Comprehensive Operational Analysis (Montebello, CA) 2021-Ongoing.** Project manager for a comprehensive operational analysis that will explore opportunities for service optimization and increased regional coordination.
- **Maui Bus Route Study (Kahului, HI) 2021-Ongoing.** Project manager for a review of Maui Bus fixed route and paratransit service. The project also includes extensive rider and stakeholder outreach. The plan will result in recommendations for routes, schedules, capital facilities, and fleet electrification.
- **Kitsap Transit Long-Range Transit Plan (Bremerton, WA) 2021-Ongoing.** Project manager for a countywide transit study that that will recommend short and long-range service and capital investments.
- **Norman Transit Study (Norman, OK) 2020-2021.** Project manager for a comprehensive service plan that include a redesigned route network, a new downtown transit, and expansion priorities. Implementation is scheduled for Fall 2022.
- **Foothill Transit Comprehensive Operational Analysis, (West Covina, CA) 2014-2015, 2021-Ongoing.** Deputy project manager for consecutive Comprehensive Operational Analyses. The first COA led to route network simplification and new crosstown service. The ongoing COA will focus on designing routes to connect with LA Metro's Gold Line extension.
- **Avondale-Goodyear Transit Study, Maricopa Association of Governments (Phoenix, AZ), 2020–2021.** Project manager for a transit needs assessment for the cities of Avondale and Goodyear. The study will result in recommendations for expanded fixed-route service, a microtransit pilot, mobility hubs, and park-and-ride upgrades.
- **City of Casa Grande Transit Plan, (City of Casa Grande, AZ) 2020–2021.** Developed an implementation plan for a microtransit pilot in the City of Casa Grande, AZ.

Huntsville Transit Improvement Plan Update
City of Huntsville

- **CityLink Comprehensive Operational Analysis, Greater Peoria Mass Transit District (Peoria, IL) 2019–2020.** Project manager for a comprehensive assessment of transit service in the greater Peoria region. Also, assisted the agency prepare for implementation of service recommendations.
- **Kalamazoo Area Bus Stop Action Plan, Central County Transportation Authority (Kalamazoo, MI) 2018–2019.** James led a study to develop detailed bus stop recommendations and policy updates. Bus stop changes aimed to improve pedestrian access, amenities, and on-time performance.
- **Torrance Transit Comprehensive Operational Analysis, City of Torrance (Torrance, CA) 2018–2019.** Project Manager for a comprehensive assessment of transit. The study resulted in a 10-year plan to update, optimize, and expand Torrance's Transit service. Initial recommendations were implemented in 2001, including a new crosstown route connecting Torrance with adjacent Beach Cities.
- **Huntsville Transit Study, City of Huntsville (Huntsville, AL) 2018.** James served as project manager for this study to advance Huntsville's transit system over the next five years. The City of Huntsville implemented plan recommendations, which included a system route restructure and development a new Northside Transfer Center.
- **Transit Master Plan, City of Round Rock, (Round Rock, TX) 2015.** Project manager for transit development plan. Evaluated existing market conditions and travel patterns. Facilitated stakeholder discussions and public workshops to assess transit demand and increase community awareness. Developed 10-year service implementation plan.
- **Short Range Transit Plan, City of Turlock (Turlock, CA) 2015–2016.** Project manager for a comprehensive service evaluation. Developed recommendations for local service improvements, university student pass program, and regional commuter bus service. Assisted staff with service change implementation, rebranding, and marketing.
- **Comprehensive Operational Analysis, Corpus Christi Regional Transportation Authority (Corpus Christi, TX) 2015–2016.** Deputy project manager for comprehensive system evaluation. Facilitated outreach with riders and local stakeholders. Redesigned routes to serve new Downtown Transit Station. Reallocated service to improve frequency on high ridership corridors.
- **Transit Development Plan, StarTran (Lincoln, NE) 2015–2016.** Deputy project manager for a comprehensive system evaluation. Led a robust community engagement effort. Updated the entire route network to align with ridership trends and travel patterns.
- **Short-Range Transit Plan, RoadRUNNER Transit (Las Cruces, NM) 2014.** Project manager for a comprehensive evaluation of ridership, transfer patterns, and operational issues. Developed a cost-neutral plan to improve route connectivity and access to major destinations, while expanding service coverage. Recommended future transit investments and create performance metrics.
- **Comprehensive Operational Analysis and Ten-Year Plan, Antelope Valley Transit Authority, (Lancaster, CA) 2014.** Project manager for a multifaceted planning effort. Evaluated existing service performance. Engaged riders and stakeholders. Developed a 10-year service expansion plan, capital improvement recommendations, and performance standards.
- **San Marcos Five-Year Transit Plan, Capital Area Rural Transportation System (San Marcos, TX) 2014.** Project manager for a comprehensive short-range planning effort. Evaluated the effectiveness of the existing transit system and developed a five-year plan to optimize and expand services. Facilitated community and stakeholder outreach. Developed operating, capital, and financial plans.

PRIOR EXPERIENCE

Capital Metropolitan Transportation Authority, Austin, TX

- Principal Planner, 2011–2013
- Senior Planner, 2009–2010
- Transportation Planner, 2005–2008

Thomas Wittman

Senior Principal | Project Advisor



Thomas Wittmann has more than 25 years of experience in transportation planning, specializing in transit operations and capital planning. He has nationwide experience with large and small transit systems. His transit operations experience includes high-capacity transit feasibility studies, comprehensive operational analyses, transit master plans, transportation development plans, optimization studies, and management performance reviews. Thomas's transit capital facilities experience includes park-and-ride feasibility studies, park-and-ride operations plans, transit center planning, and ridership forecasts.

EDUCATION

MS, Civil Engineering, Transportation, North Carolina State University, 1994
BA, Physics, University of Chicago, 1991

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.
Principal, 2011–Present

- **OKC Moves, EMBARK (Oklahoma City, OK) 2021–Ongoing.** Thomas is the project manager of this analysis, which addresses existing operational issues, integrates local service with the NW BRT, and develops a long-term vision to almost double the amount of transit service. Initial recommendations are anticipated to be implemented in 2022 or 2023.
- **Mobility for All, The Rapid (Grand Rapids, MI) 2019–Ongoing.** Thomas is the project manager of this comprehensive Operational Analysis to update the route network to better reflect current growth trends. Recommendations streamlining service, improving on-time performance, focusing on more all-day frequent corridors, and maintaining coverage with on-demand services.
- **Iowa City Area Transit Study, Iowa City Transit, Coralville Transit, CAMBUS (Iowa City, IA) 2019–Ongoing.** Thomas is the project manager of this comprehensive operational analysis. Recommendations focused on coordinating services better between the three operators, better serving major retail destinations, and simplifying the route network.
- **Service Allocation Study, The Metropolitan Council (St. Paul, MN) 2019–2020.** Thomas is leading an effort to help a region better understand the tradeoffs in allocating operating dollars in a diverse operating environment. The result will be a process that informs the policy makers and the results in the region having better tools to address competing priorities in mobility provision.
- **Reimagine SamTrans, SamTrans (San Mateo, CA) 2019–Ongoing.** Thomas is leading a comprehensive operational analysis to improve mobility in San Mateo County. Challenges being addressed include extremely variable running times, scheduling practices, changes in ridership and demographic patterns, and leveraging the Caltrain electrification improvements.
- **GoDurham Short-Range Transit Plan, (Durham, NC) 2018–2019.** Thomas led a project that restructured GoDurham service to address on-time performance and improve frequency in the highest ridership corridors. Without increasing budget, an additional 9 miles of 15-minute all day service were developed. Service was implemented in January 2020.
- **Chapel Hill Transit Short- and Long-Range Plan (Chapel Hill, NC), 2017–2019.** Thomas was the project manager of a project to better match Chapel Hill Transit's service network with current and projected demands. Service levels on the highest ridership areas were improved and Sunday service on limited routes was recommended. Long-term improvements focused on new high-capacity corridors and serving new development. Recommendations are expected to be implemented in August 2020.
- **Pierce Transit Network Plan, (Tacoma, WA) 2015–2016.** Thomas assisted Pierce Transit reinvesting service hours that had been restored since the great recession. He offered two

Huntsville Transit Improvement Plan Update

City of Huntsville

different service scenarios – one that simply added back service to the route network – and a transformative restructure that allowed more community goals of frequency and later evening service to be met. The public and agency supported the transformative restructure. Changes have been implemented in 2017 and ridership declines have been reversed.

- **Comprehensive Operational Analysis, Livermore Amador Valley Transit Authority (Livermore, CA) 2015–2017.** Thomas led a complete overhaul of a very suburban system that was suffering from low ridership and financial penalties due to a BRT alignment not meeting ridership targets. The BRT alignment was altered to better serve community needs and an emerging mobility partnership with Uber/Lyft/Taxi's was developed to better connect low-density suburban areas with BART and other destinations. Since implementation in 2016, ridership has increased with no net increase in service hours.
- **Transit Development Plan, StarTran (Lincoln, NE) 2015–2016.** Thomas led this TDP, which providing a short- and long-term roadmap for service in Lincoln. Cost-constrained recommendations include simplifying routes, adding frequency, and extending span of service. Ridership has increased in the first 8 months since recommendations were implemented
- **Metro Transit Service Analysis, Central Oklahoma Transportation & Parking Authority (Oklahoma City, OK) 2013–2014.** Thomas was the project manager of this analysis, which was designed to modernize OKC's service network. The study results were implemented in 2014 and included simplified routes, new crosstown service, non-downtown focal points of service, and frequent service corridors. Ridership increased by 8 percent in the first 6 months after implementation.
- **Cache Valley Short-Range Transit Plan, Cache Valley Transit District (Logan, UT) 2011–2012.** Thomas led an effort to conduct a transit plan of CVTD. Better integrating Utah State University to the regional transit network was one of the primary goals of the study.
- **Transit System Plan, SunTran (St. George, UT) 2015–2016.** Thomas was the project manager for the effort to improve existing operations and help SunTran plan for future expansion. Reducing transfers, improving directness of service, and identifying unserved markets were all part of the resultant service plan.
- **Comprehensive Operating Analysis, City of Huntsville (AL) 2011–2012.** Thomas led an effort to improve the efficiency and effectiveness of Shuttle service in Huntsville. Addressing chronic on-time performance is a key element of the project. Ridership was up by more than 15%.
- **Salinas Area Service Analysis, Monterey-Salinas Transit (Salinas, CA) 2012.** Thomas was the project manager for the effort to improve MST's service in Salinas. Specific recommendations included improvements to reliability, efficiency, and less duplication of service. Recommendations were implemented in 2012.
- **Short-Range Transit Plan, Santa Cruz Metro (Santa Cruz, CA) 2014.** Thomas was the project manager for the SRTP. He led service planning efforts to improve connections along Santa Cruz METRO's major transit corridor. After performing ridechecks on key routes and conducting stakeholder and public meetings, Thomas and his team gave recommendations to improve efficiency and on-time performance throughout the system.
- **Missoula Comprehensive Operational Analysis, (Missoula, MT) 2012.** Thomas was the project manager of a short- and long-range planning effort to update Missoula's system. One of the highlights was to restructure the system to attract more choice riders. Mountain Line's first "15 minute" service, BOLT, was introduced as a result, and ridership on that route is 60% higher as a result.
- **Comprehensive Operational Analysis, City of Council Bluffs (IA) 2010.** Thomas was the project manager of this effort. The resulting plan simplified the route structure, focused better frequency on the highest ridership corridor, and extended service to Iowa Western Community College. Ridership went up by more than 10% after implementation.

PRIOR EXPERIENCE

Perteet, Inc.

- Owner & Transit Division Manager, 2003–2010