



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

Renewal No. 3 of Professional Services Agreement

COTPA 2021-005_25 Nelson\Nygaard Consulting Associates, Inc. For Comprehensive Operational Analysis

This renewal (“**Renewal No. 3**”) is made by and between Nelson\Nygaard Consulting Associates, Inc. (“**SERVICES PROVIDER**”) and **Central Oklahoma Transportation and Parking Authority (“CONTRACTING ENTITY”)**, an Oklahoma public trust, (collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, on January 8, 2021, (Item No. VI. B) the **CONTRACTING ENTITY** entered into a Professional Services Agreement (“**Agreement**”) for Comprehensive Operational Analysis; and

WHEREAS, the initial term of the Agreement between the Parties was for one year, which ended on January 7, 2022; and

WHEREAS Paragraph 2. **TERM AND RENEWAL** authorizes the Agreement to be renewed for four (4) additional one (1) year terms, at the sole discretion of **CONTRACTING ENTITY**; and

WHEREAS, on May 7, 2021, (Item No. VI. C), Amendment No. 1 was approved to amend the scope of services to include a facilities assessment and a conceptual master plan; and

WHEREAS, on February 9, 2022, (Item No. VI. C), Amendment No. 2 was approved to amend the scope of services to include scheduling support; and

WHEREAS, on December 2, 2022, (Item No. V. B) Renewal No. 1 was approved retroactive to January 8, 2022, with an end date of January 7, 2023; and



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

WHEREAS, on January 6, 2023, (Item No. V.A.) Renewal No. 2 was approved with an end date of January 7, 2024; and

WHEREAS, the **Parties** mutually agree to renew the Agreement again under the same terms, conditions and provisions as originally awarded, including prices.

NOW THEREFORE, it is mutually agreed by and between the **Parties** to renew the Agreement, exercising the third of four one-year renewal options, under the same terms, conditions and provisions as originally awarded and amended, including prices, for Renewal No. 3, which term is from January 8, 2024, through January 7, 2025.

The undersigned individual states that the **SERVICES PROVIDER** will be bound by its proposal, the request for proposal, the terms and conditions of the Professional Services Agreement, the requirements for proposers, and this Renewal No. 3.

[Rest of page left blank intentionally]



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

WITNESS the hands of the parties hereto:

JONATHAN WATTS

Print Name

Signature

DIRECTOR OF OPERATIONS

Title

Note: If individual signing is not owner or an officer of the business or corporation a Letter of Authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

TO BE COMPLETED BY THE NOTARY:

~~State of *~~ District of Columbia)

SS.

~~County of *~~ _____)

[*State and County where notarized must be written in.]

SIGNED and sworn to before me this 12th day of December, 2023

by Jonathan Watts

[Printed name of individual who signed above.]

Signature of Notary Public:

Judith A. Lavalle

My Commission number:

N/A

My Commission expires:

January 14, 2028

[Date/Year]

JUDITH A. LAVALLE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires January 14, 2028





CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

APPROVED by the Central Oklahoma Transportation and Parking Authority and
SIGNED by the Chairperson, this 5th day of January 2024.

ATTEST:



**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**



Secretary



Chairperson

REVIEWED for form and legality.



Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY)
06/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1418374 NELSON\NYGAARD CONSULTING ASSOCIATES, INC. 2 BRYANT STREET, SUITE 300 SAN FRANCISCO CA 94105 NELSON\NYGAARD	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyds of London		
	INSURER B : Zurich American Insurance Company		16535
	INSURER C : American Guarantee and Liab. Ins. Co.		26247
	INSURER D : Allied World Surplus Lines Insurance Company		24319
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER: 17169388****REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

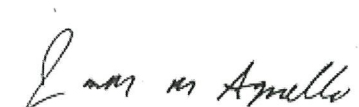
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO0926401	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP0926404	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0926402	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	GLOPR2302224. 0312-4137	07/01/2023 07/01/2023	07/01/2024 07/01/2024	\$1,000,000 PER CLAIM/\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2020.0828 - EMBARK COA. UPON AWARD OF CONTRACT, COTPA AND ITS PARTICIPATING TRUSTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER**CANCELLATION**

See Attachments

17169388 CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY ATTN: LISA HUBBELL EMBARK HEADQUARTERS 2000 S MAY AVENUE OKLAHOMA CITY OK 73108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved

**Additional Insured – Owners, Lessees Or Contractors
– Completed Operations**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0926401
Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

**ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN
ADDITIONAL INSURED UNDER A WRITTEN CONTRACT OR WRITTEN
AGREEMENT**

Location And Description Of Completed Operations:

ALL PROJECTS

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

U-GL-2168-A CW (02/19)

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0926401
Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

**ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN
ADDITIONAL INSURED UNDER A WRITTEN CONTRACT OR WRITTEN
AGREEMENT**

Location And Description Of Completed Operations:

ALL PROJECTS

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

U-GL-2169-A CW (02/19)

POLICY NUMBER: BAP0926404

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Named Insured: SEE ATTACHED CERTIFICATE

Endorsement Effective Date: 7/1/2023

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to provide additional insured status or additional insured status on a primary basis, in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10 13