



# BOARD OF DIRECTORS MEETING AGENDA

## **REGULAR MEETING** **WEDNESDAY, APRIL 19, 2023** **2:30 P.M.**

**ARTS DISTRICT PARKING GARAGE    LARGE CONFERENCE ROOM**  
431 West Main Street, Suite B    Oklahoma City, OK, 73102

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### **DIRECTORS:**

City of Edmond	James Boggs, Treasurer
City of Edmond	Jim Gebhart
City of Norman	Marion Hutchison, Vice Chairperson
City of Norman	Chuck Thompson
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Mary Mélon, Secretary
City of Oklahoma City	Vacant

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## Regional Transportation Authority of Central Oklahoma

### MEETING INFORMATION

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The Regional Transportation Authority of Central Oklahoma (RTA) typically meets once a month. The meetings are held on the third Wednesday of the month at the Arts District Parking Garage, Large Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, at 2:30 p.m. Notices of or changes to meeting dates and locations are posted prior to the meeting at [www.rtaok.org](http://www.rtaok.org), and filed with the Secretary of State.

It is the policy of RTA to ensure communication with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires accommodations, modifications of policies or procedures or auxiliary aid or services to participate in this meeting should call (405) 297-2484 or TDD (405) 297-2020 at least 48 hours in advance (excluding weekends or holidays). The department will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at this meeting, please call (405) 297-2484 at least 48 hours before the meeting.

#### Public Parking

Parking for meeting is available in the Arts District Parking Garage, 431 West Main Street, or at metered parking on the street.

#### Addressing RTA

The public may address RTA during public hearings on any agenda item or at the end of the meeting when the Board Chairperson asks for public comments. You may sign up to speak at the meeting. **Please limit your comments to three minutes.** Prior to the meeting, you may submit your comments by e-mail to: [info@rtaok.org](mailto:info@rtaok.org). Please address your e-mail to the RTA Board Chairperson.

The Chairperson or presiding officer may in his or her discretion prohibit a person from addressing the RTA, or have any person removed from the meeting, if that person commits any disorderly or disruptive behavior. Disorderly conduct includes, but is not limited to, any of the following: speaking without being recognized by the Chairperson or presiding officer; continuing to speak after notice that the speaker's allotted time has expired; presenting comments or material not relevant to the item under discussion; failing to comply with the lawful instructions of the Chairperson or presiding officer; engaging in other conduct, activity or speech that delays, pursuant to 21 O.S. §280, disruptive conduct includes any conduct that is "violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others". A person may also be subject to arrest and removal from the building for violation of Oklahoma City Municipal Code 2020, § 30-81 - Disorderly conduct and/or violation of Okla. Stat. tit. 21, §280- Willfully Disturbing, Interfering With or Disrupting State Business, Agency Operations or Employees



# BOARD OF DIRECTORS MEETING AGENDA

## **RTA Actions**

RTA may adopt, amend, approve, ratify, deny, defer, recommend, strike or continue any agenda item. RTA is not limited by staff recommendations as to the actions it may take. When more information is needed, RTA may refer matters to the Executive Director, General Counsel, committees, or independent consultants for additional information and study. Items may be stricken from the agenda, or no action may be taken.

To confirm meeting dates or for more information about the RTA, call (405) 297-2185; or visit the website at [www.rtaok.org](http://www.rtaok.org)

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**April 19, 2023**  
**2:30 p.m.**  
**431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK**  
**REGULAR MEETING**

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1. Call to Order – Brad Henry, RTA Board Chairperson
2. Roll Call – Brad Henry, RTA Board Chairperson
3. Consider Approval of Minutes
  - A. January 18, 2023 Regional Transportation Authority Meeting
  - B. February 15, 2023 Regional Transportation Authority Meeting
4. Executive Director Reports – Jason Ferbrache, Interim Executive Director
5. Committee Reports – Board of Directors
  - A. Property Acquisition Committee
  - B. Outreach Committee
6. Receive Financial Reports and Ratify and Approve Claims
  - A. Period of February 1, 2023 through February 28, 2023
  - B. Period of March 1, 2023 through March 31, 2023
7. Approve Insurica's Director Errors and Omissions Insurance Renewal for May 17, 2023 to May 17, 2024
8. Consider adopting a Resolution setting a public hearing on May 17, 2023, as per the Trust Agreement and Indenture (2022), Section 11.2 Annual Budget, to receive public comments regarding the Fiscal Year 2024 Budget; and authorize the Interim Executive Director to publish the Notice of Public Hearing (Attachment "A") at least seven days prior to the May 17, 2023 public hearing
9. Consider approving an Agreement with the Central Oklahoma Transportation and Parking Authority (COTPA) establishing the Regional Transportation Authority of Central Oklahoma (RTA) as a sub-recipient of the Fiscal Year 2021 Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funds



10. Consider approving a Professional Services Contract with Kimley-Horn and Associates, Inc., to perform an Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion, effective upon approval and remaining in effect for 14 months commencing upon the issuance of a Notice to Proceed, cost not to exceed \$1,157,160
11. Consider approving Request for Proposals for Financial Planning Consulting Services (RTA 23-002); and authorize the Interim Executive Director to advertise
12. Consider approving Request for Proposals for On-Call Engineering Consultant Services (RTA 23-001); and authorize the Interim Executive Director to advertise
13. Presentation of the MAPS 4 BRT Project – Jill Gibson, Kimley-Horn
14. Public Comments – Brad Henry, RTA Board Chairperson
15. New Business – Brad Henry, RTA Board Chairperson  
Non-action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.
16. Adjournment

# BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:40 p.m. on Wednesday, January 18, 2023 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on January 12, 2023 at 1:52 p.m.

## **RTA Board of Directors Present**

Brad Henry, Chairperson  
Mary Mélon, Secretary  
Jim Gebhart, Director  
Chuck Thompson, Director

## **Entity**

City of Oklahoma City  
City of Oklahoma City  
City of Edmond  
City of Norman

## **RTA Board of Directors Absent**

James Boggs, Treasurer  
Marion Hutchison, Vice Chairperson

City of Edmond  
City of Norman

## **Administrative Support Staff Present**

Jason Ferbrache, Interim Executive Director  
Josh Minner, Legal Counsel  
Christina Hankins, RTA Admin Support

## **Guests Present**

Amy Parker, OKC Finance  
Sue Korpi, OKC Finance  
Scott Barret, Halff Assoc.  
Jaxier Arguello, Halff Assoc.  
Hannah Nolen, ACOG  
Andy Brophy, Bank of Oklahoma  
Randy Entz, City of Edmond  
Larry Hopper, Resident

Justin Henry, OKC Planning  
Taylor Johnson, City of Norman  
Gary Thomas, Jacobs Engineering  
David Todd, OKC MAPS  
Maxton Harris, OKC  
Derek Sparks, Greater OKC Chamber  
Trent Elmore, Resident

## **Consultants Present**

Kathryn Holmes, Holmes & Assoc.  
Jill Gibson, Kimley-Horn  
Luke Schmidt, Kimley-Horn

# BOARD OF DIRECTORS MEETING MINUTES

January 18, 2023

2:30 p.m.

431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK  
REGULAR MEETING

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1. Call to Order – 2:40 p.m.

Chairperson Henry called the meeting to order at 2:40 p.m.

2. Introduction of Jim Gebhart, Newly Appointed RTA Director – Brad Henry, RTA Board Chairperson

Chairperson Henry welcomed the new director representing the City of Edmond to the RTA.

Director Gebhart stated that he is very excited to be a part of the RTA.

3. Roll Call – Brad Henry, RTA Board Chairperson

**QUORUM PRESENT: Gebhart, Thompson, Henry, and Mélon. ABSENT: Boggs and Hutchison.**

4. Consider Approval of Minutes

A. December 14, 2022 Regional Transportation Authority Meeting

Chairman Henry made a motion to amend the minutes to reflect that Director Boggs, who was listed as both voting and abstaining on the approval of the November 16, 2022 minutes, be changed to only abstaining. Chairman Henry also requested the minutes to state “none” under New Business when nothing was presented.

**MOTION TO AMEND MINUTES: Moved by Henry, seconded by Thompson. AYES: Gebhart, Thompson, Henry, and Mélon. NAYS: None.**

**APPROVED AS AMENDED: Moved by Thompson, seconded by Mélon. AYES: Gebhart, Thompson, Henry, and Mélon. NAYS: None.**

5. Executive Director Reports – Jason Ferbrache, Interim Executive Director

Interim Executive Director Ferbrache stated that Tara Laughlin from AGH will present the annual audit report to the Board in February.

6. Committee Reports – Board of Directors

A. Property Acquisition Committee

Kathryn Holmes stated that the Property Acquisition Committee did not meet this month and there is nothing new to report.

B. Outreach Committee

Director Mélon stated that the Outreach Committee did not meet this month and there is nothing new to report.

7. Receive Financial Reports and Ratify and Approve Claims

A. Period of December 1, 2022 through December 31, 2022

**RECEIVED, RATIFIED, and APPROVED: Moved by Mélon, seconded by Thompson. AYES: Gebhart, Thompson, Henry and Mélon. NAYS: None.**

8. Consider adopting a Joint Resolution with the Central Oklahoma Transportation and Parking Authority waiving the thirty-day notice requirement and agreeing to renew the Memorandum of Understanding for interim administrative services, effective February 1, 2023 through January 31, 2024.

**ADOPTED: Moved by Thompson, seconded by Gebhart. AYES: Gebhart, Thompson, Henry and Mélon. NAYS: None.**

9. Presentation of the MAPS 4 BRT Project – Jill Gibson, Kimley-Horn

Jill Gibson, Kimley-Horn, gave a PowerPoint presentation on the MAPS 4 BRT Project, which included a project overview, the Northeast and South Corridor study, and upcoming public engagement events.

Chairperson Henry appreciated the update on what the MAPS office is doing and how it fits with what the RTA is doing.

10. Public Comments – Brad Henry, RTA Board Chairperson

Larry Hopper stated that he is part of a consultant team working with ODOT as part of a statewide Active Transportation Plan (ATP) which looks at the needs of people who walk, bike, and use wheelchairs or mobility scooters as transportation options. Mr. Hopper informed the group that there will be a series of virtual public workshops and encouraged everyone to participate.

11. Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property as authorized by 25 O.S (2021 Supp) § 307 (B)(3)

**ENTERED EXECUTIVE SESSION. Moved by Mélon, seconded by Thompson.**  
**AYES: Gebhart, Thompson, Henry and Mélon. NAYS: None.**

12. New Business – Brad Henry, RTA Board Chairperson

None.

13. Adjournment

Lost quorum at 4:10 p.m. meeting ended at 4:14 p.m.

**APPROVED** by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **19th** day of **April 2023**.

**ATTEST:**

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Mary Mélon, Secretary

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Brad Henry, Chairperson



# BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:32 p.m. on Wednesday, February 15, 2023 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on February 10, 2023 at 12:50 p.m.

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## **RTA Board of Directors Present**

Marion Hutchison, Vice Chairperson  
Mary Mélon, Secretary  
James Boggs, Treasurer  
Chuck Thompson, Director

## **Entity**

City of Norman  
City of Oklahoma City  
City of Edmond  
City of Norman

## **RTA Board of Directors Absent**

Brad Henry, Chairperson  
Jim Gebhart, Director

City of Oklahoma City  
City of Edmond

## **Administrative Support Staff Present**

Jason Ferbrache, Interim Executive Director  
Josh Minner, Legal Counsel  
Christina Hankins, RTA Admin Support

## **Guests Present**

Amy Parker, OKC Finance  
Sue Korpi, OKC Finance  
Jason Huff, City of Norman  
Jaxier Arguello, Halff Assoc.  
Hannah Nolen, ACOG  
Mike Patterson, HNTB

Justin Henry, OKC Planning  
Derek Sparks, Greater OKC Chamber  
Trent Elmore, Resident  
Tara Laughlin, AGH  
Tim Strange, RRDP

## **Consultants Present**

Kathryn Holmes, Holmes & Assoc.  
Liz Scanlon, Kimley-Horn  
Luke Schmidt, Kimley-Horn



# BOARD OF DIRECTORS MEETING MINUTES

**February 15, 2023**

**2:30 p.m.**

**431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK  
REGULAR MEETING**

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1. Call to Order – 2:32 p.m.

Vice Chairperson Hutchison called the meeting to order at 2:32 p.m.

2. Roll Call – Marion Hutchison, RTA Board Vice Chairperson

**QUORUM PRESENT: Boggs, Hutchison, Thompson, and Mélon. ABSENT: Henry and Gebhart.**

3. Consider Approval of Minutes

A. January 18, 2023 Regional Transportation Authority Meeting

*Item will be considered at next month's meeting due to lack of quorum for the vote. Vice Chairperson Hutchison and Director Boggs were not present at the January 18<sup>th</sup> meeting and voted to abstain.*

4. Executive Director Reports – Jason Ferbrache, Interim Executive Director

Interim Executive Director Ferbrache stated that the admin staff are currently working on the budget and will introduce the budget at next month's meeting. Staff anticipates this budget will include Task Order No. 4 with Kimley-Horn and a new contract for the RAISE Grant. Staff is in contact with the FTA/USDOT weekly, checking on the progress of the RAISE Grant.

5. Committee Reports – Board of Directors

A. Property Acquisition Committee

Vice-Chairperson Hutchison stated that the Property Acquisition Committee did not meet this month.

B. Outreach Committee

Director Mélon stated that the Outreach Committee met and discussed adding new members to the committee. The plan is to schedule quarterly meetings with the member cities. These meetings will be policy-driven and not technically driven, which has been the focus of the meetings up to now. The directors from each of the member cities will be included in these rotating meetings.

6. Receive Financial Reports and Ratify and Approve Claims

A. Period of January 1, 2023 through January 31, 2023

**RECEIVED, RATIFIED, and APPROVED: Moved by Boggs, seconded by Thompson. AYES: Boggs, Hutchison, Thompson, and Mélon. NAYS: None.**

7. Receive Annual Financial Report for the Fiscal Year ended June 30, 2022.

Tara Laughlin, AGH, gave a verbal overview of the RTA's financial position and the results of operations during the past fiscal year.

**RECEIVED: Moved by Boggs, seconded by Mélon. AYES: Boggs, Hutchison, Thompson, and Mélon. NAYS: None.**

8. Project Update: Alternative Analysis – Liz Scanlon, Kimley-Horn

Liz Scanlon, Kimley-Horn, gave a PowerPoint presentation that included an Alternatives Analysis update, STOPS modeling overview, market analysis, and next steps.

9. Public Comments – Marion Hutchison, RTA Board Vice Chairperson

Derek Sparks, OKC Chamber, gave a verbal update on the Heartland Flyer.

10. Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property as authorized by 25 O.S. (2021 Supp) § 307 (B)(3)

**MOVED TO ENTER EXECUTIVE SESSION: Moved by Mélon, seconded by Thompson. AYES: Boggs, Hutchison, Thompson, and Mélon. NAYS: None.**

**MOVED TO EXIT EXECUTIVE SESSION: Moved by Thompson, seconded by Mélon. AYES: Boggs, Hutchison, Thompson, and Mélon. NAYS: None.**

11. New Business – Marion Hutchison, RTA Board Vice Chairperson

None.



12. Adjournment – 3:41 p.m.

**APPROVED** by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this 19th day of April 2023.

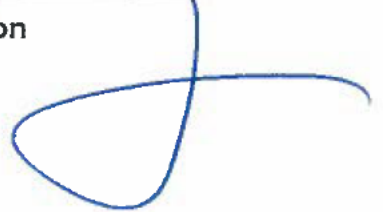
**ATTEST:**



Marion Hutchison, Vice Chairperson



Brad Henry, Chairperson



Regional Transportation Authority of Central Oklahoma  
FY2023 Year End Forecast

Presented April 19, 2023  
Prepared by RTA Support Team (unaudited)

OPERATIONS		YTD Actuals	Est. Remaining	Total YE	FY23	
Sources		Jul-Apr	May-Jun	Forecast	Budget	Variance
						Variance %
Local Contributions		\$1,289,032	\$0	\$1,289,032	\$1,409,753	-\$120,721
Total Operations Revenues		\$1,289,032	\$0	\$1,289,032	\$1,409,753	-\$120,721
						-9%
Expenditures		YTD Actuals	Est. Remaining	Total YE	FY23	
		Jul-Apr	May-Jun	Forecast	Budget	Variance
						Variance %
Contracts and Services						
Professional Services - COTPA Administration		\$22,880	\$4,580	\$27,460	\$27,460	\$0
Professional Services - Holmes & Associates		\$272,128	\$82,400	\$354,528	\$444,900	\$90,372
Professional Services - Kimley Horn <sup>(1)</sup>		\$998,167	\$198,634	\$1,196,801	\$1,121,110	-\$75,691
Transfer to Grant Activity for Local Grant Match <sup>(2)</sup>		\$0	\$0	\$0	\$200,000	\$200,000
BNSF Study Fee		\$0	\$250,000	\$250,000	\$250,000	\$0
Professional Services-Legal		\$0	\$9,000	\$9,000	\$9,000	\$0
Independent Financial Audit		\$9,000	\$0	\$9,000	\$15,000	\$6,000
Website Hosting Fee		\$807	\$1,693	\$2,500	\$2,500	\$0
Branding		\$150	\$10,000	\$10,150	\$10,000	-\$150
Conference/Training		\$1,690	\$2,235	\$3,925	\$7,850	\$3,925
Directors & Officer Liability Insurance		\$0	\$3,500	\$3,500	\$3,500	\$0
Advertising/Public Notice		\$180	\$729	\$909	\$1,000	\$91
Printing & Binding		\$361	\$60	\$421	\$20	-\$401
Postage		\$0	\$24	\$24	\$100	\$76
Mileage		\$0	\$0	\$0	\$20	\$20
Parking		\$65	\$60	\$125	\$50	-\$75
Travel		\$4,039	\$0	\$4,039	\$20,000	\$15,961
Polling Services		\$0	\$26,000	\$26,000	\$26,000	\$0
Other Services & Fees		\$20	\$54	\$74	\$300	\$226
Total Contracts and Services		\$1,309,487	\$588,969	\$1,898,457	\$2,138,810	\$240,353
						11%
Equipment and Supplies						
Office Supplies		\$36	\$0	\$36	\$320	\$284
Food		\$0	\$0	\$0	\$1,000	\$1,000
Other Supplies		\$13	\$0	\$13	\$200	\$187
Total Equipment and Supplies		\$49	\$0	\$49	\$1,520	\$1,471
						97%
Total Operations Expenditures		\$1,309,536	\$588,969	\$1,898,505	\$2,140,330	\$241,825
						11%

(1) This reflects estimated expenses from two invoices carried over from FY22 plus 10 months of projected expenditures for Kimley Horn's Year 3 contract.  
(2) This is the 33% local match required for the RAISE grant based on estimated consultant cost.

GRANT ACTIVITY		YTD Actuals	Est. Remaining	Total YE	FY23	
Sources		Jul-Apr	May-Jun	Forecast	Budget	Variance
						Variance %
Federal Grant <sup>(3)</sup>		\$0	\$0	\$0	\$400,000	\$400,000
Transfer from Operations for Local Grant Match <sup>(4)</sup>		\$0	\$0	\$0	\$200,000	\$200,000
Total Grant Revenues		\$0	\$0	\$0	\$600,000	\$600,000
						100%
Expenditures		YTD Actuals	Est. Remaining	Total YE	FY23	
		Jul-Apr	May-Jun	Forecast	Budget	Variance
						Variance %
Contracts and Services						
Professional Services - RAISE Grant Consultant Fees		\$0	\$0	\$0	\$600,000	\$600,000
Total Grant Expenditures		\$0	\$0	\$0	\$600,000	\$600,000
						100%

(3) This revenue is reimbursement from COTPA for 67% of consultant fees for the RAISE grant funded study.  
(4) This revenue is the 33% RTA local match for the RAISE grant funded consultant fees.


FY23 Beginning Cash Balance	\$1,219,729
FY23 Ending Cash Balance (Forecast)	\$610,256

## Regional Transportation Authority of Central Oklahoma Payment Claims

**Period: 2/01/2023 to 2/28/2023**

Date	Vendor	Description	Invoice No.	Cost	Total
2/1/2023	Holmes & Associates LLC	Consultant Fees - Labor	223	\$ 42,845.00	
		Consultant Fees - Cost Reimb.	223	\$ 3,928.07	
					\$ 46,773.07
12/31/2022	Kimley-Horn	Task 1 - Project Management	23859199	\$ 18,997.50	
	Kimley-Horn	Task 2 - Public Engagement	23859199	\$ 3,845.00	
	Kimley-Horn	Task 3 - Prior Studies Assess	23859199	\$ -	
	Kimley-Horn	Task 4 - AA Process	23859199	\$ 27,112.50	
	Kimley-Horn	Task 5 - Station Area/Land Use Analysis	23859199	\$ 2,142.50	
	Kimley-Horn	Task 6 - Rail Ops Planning	23859199	\$ 260.00	
	Kimley-Horn	Task 7 - Travel/Rider Forecast	23859199	\$ 6,245.00	
	Kimley-Horn	Task 8 - FTA Cap Grant	23859199	\$ 1,077.50	
	Kimley-Horn	NEPA Documentation	23859199	\$ -	
	Kimley-Horn	Expenses	23859199	\$ -	
					\$ 59,680.00
3/1/2023	PCI Municipal Services	Parking Fees - February 2023	2426250	\$ 9.00	
					\$ 9.00
2/2/2023	COTPA	Admin Services Fee	23-107	\$ 2,288.00	
	COTPA	Koch Communications	23-107	\$ 150.00	
	COTPA	Printing Services - February 2023	23-107	\$ 234.69	
					\$ 2,672.69
<b>Total Claims</b>					<b>\$ 109,134.76</b>

**APPROVED:**

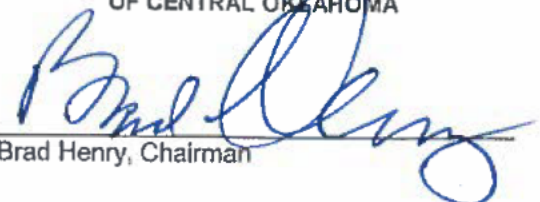
  
James P. Boggs


3/26/23  
Date

RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this 19th day of April, 2023.

**ATTEST:**

REGIONAL TRANSPORTATION AUTHORITY  
OF CENTRAL OKLAHOMA

  
Brad Henry, Chairman

  
Marion Hutchison, Vice Chairperson



# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
910 S Donner Way #304  
Salt Lake City, UT 84108  
Phone: 703.999.4440  
E-Mail: kathryn@holmesassociatesllc.com

## Invoice #323

March 1, 2023

EIN: 82-1144150  
Supplier ID: 231866  
P.O # 2021-003

### Client

RTA  
2000 S. May  
Oklahoma City, OK 73108  
ATTN: James P. Boggs  
boggsedmondrt@cox.net  
ATTN: Suzanne Wickenkamp  
suzanne.wickenkamp@okc.gov

Date	Billor	Description	Hours/Qty	Rate	Amount
2/01- 2/28/2023	KAH	RTA - TIME: Time billed by K Holmes for the period 2/01/2023 to 2/28/2023	91.50	410.00	\$37,515.00
2/01- 2/28/2023	KAH	RTA - TIME: Travel time billed by K Holmes for the period 2/01/2023 to 2/28/2023	26.00	205.00	\$5,330.00
2/01- 2/28/2023	KAH	RTA - COSTS: Total costs incurred by KAH			\$3,928.07

We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.

**Invoice Balance Due**

**\$46,773.07**

**Please remit payment electronically to:**

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163  
 Account Number: 2073089159554  
 ABA#: 121000248

**If paying by check, please remit to:**

KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 847385  
 LOS ANGELES, CA 90084-7385

RTA OF CENTRAL OK  
 ATTN: JASON FERBRACHE  
 2000 S. MAY AVENUE  
 OKLAHOMA CITY, OK 73108

Invoice No: 24120328  
 Invoice Date: Jan 31, 2023  
 Invoice Amount: \$59,680.00  
  
 Project No: 197385001.B  
 Project Name: OKC RTA AA NEPA STUDY  
 Project Manager: SCANLON, LIZ  
  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through Jan 31, 2023

**COST PLUS MAX**

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1: PROJECT MANAGEMENT	107,742.00	86.26%	92,937.50	73,940.00	18,997.50
TASK 2: PUBLIC ENGAGEMENT	143,833.00	88.44%	127,200.00	123,355.00	3,845.00
TASK 4: ALTERNATIVES ANALYSIS - EAST CORRIDOR	241,555.00	94.43%	228,105.00	200,992.50	27,112.50
TASK 5: STATION ARE AND LAND USE ANALYSIS	81,710.00	99.92%	81,647.50	79,505.00	2,142.50
TASK 6: RAIL OPERATIONS PLANNING - NORTH/SOUTH CORRIDOR	222,532.00	19.78%	44,017.34	43,757.34	260.00
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	209,279.00	25.96%	54,330.69	48,085.69	6,245.00
TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	45,178.00	3.00%	1,357.50	280.00	1,077.50
TASK 9: NEPA DOCUMENTATION	30,233.00	0.00%	0.00	0.00	0.00
KHA EXPENSES	17,000.00	97.05%	16,498.21	16,498.21	0.00
<b>Subtotal</b>	<b>1,099,062.00</b>	<b>58.79%</b>	<b>646,093.74</b>	<b>586,413.74</b>	<b>59,680.00</b>
<b>Total COST PLUS MAX</b>					<b>59,680.00</b>

**Total Invoice: \$59,680.00**

Account 127340 RTA (TE)  
Invoice 2426250 Total Due: \$9.00  
Invoice Date 3/1/2023  
Printed on 3/9/2023

PAYMENT DUE UPON RECEIPT OF INVOICE, FOR QUESTIONS  
PLEASE CALL 405-297-2540. THANK YOU

Description of Billing

3 VALIDATED TKTS @ \$3.00 FOR FEBRUARY 2023 DAILY  
PARKING

Charges

Parking \$9.00

Total Charges \$9.00

Please detach and return this stub with your payment

Account 127340  
Location 64-103V Art District  
Invoice 2426250 3/1/2023  
Total Due \$9.00

RTA (TE)  
2000 S MAY  
OKC OK 73108

Remit To: Amount Enclosed \_\_\_\_\_  
C.O.T.P.A.-ARTS DISTRICT VALIDATIONS  
C/O PCI MUNICIPAL SERVICES  
P.O. BOX 2404  
OKLAHOMA CITY, OK 73101



CENTRAL OKLAHOMA  
TRANSPORTATION & PARKING  
AUTHORITY

**REMIT PAYMENT TO:**  
EMBARK - Accts Receivable  
2000 S. May | Oklahoma City, OK 73108  
embarkok@okc.gov

Bill To: **Regional Transportation  
Authority of Central Oklahoma**

**Invoice #: 2023-108**

Address: 2000 S May Avenue  
Oklahoma City, OK 73108

Invoice Date: 3/2/23

**Invoice For:** Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - February 2023	1	\$2,288.00		\$2,288.00
2	Reimbursement for Printing - February 2023	1	\$234.69		\$234.69
<b>NOTES: RTA PO # 2023-003</b>				Invoice Subtotal	<b>\$2,522.69</b>
				Tax Rate	
				Sales Tax	<b>\$0.00</b>
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$2,522.69</b>

# Invoice

**Bill To**

EMBRK-01 - EMBARK  
Staplegun Design LLC (Contractor)  
2014 N Robinson Ave, Ste 2000  
Oklahoma City, OK 73102

Date 6/29/2022  
Invoice # 11701

S.O. No.	P.O. No.	Terms	Project
EMBRK-01-3		Net 15	EMBRK-01 Public ...

Description	Invoiced	Amount
Public relations execution (hourly work)*-RTA *Invoice detail sent as a separate attachment June 2022	1	150.00

NET 15

**Total** \$150.00

**Payments/Credits** \$0.00

**Balance Due** \$150.00

REMIT ADDRESS:  
PO BOX 21228, DEPT 310  
TULSA, OK 74121



<b>ORDERID</b>	<b>Job Name</b>	<b>Amount</b>	<b>Created Date</b>
Internal	RTA Signature Pages and Financial Letters	\$3.25	2/10/2023
80688	RTA February Agenda Packets	\$26.50	2/10/2023
Internal	RTA Tinker Packets	\$13.00	2/15/2023
Invoice	ABC Printing Reimbursement (see attached)	\$191.94	2/22/2023
<b>TOTAL DUE</b>		<b>\$234.69</b>	



# COD Work Order



Thank you for the opportunity to be of service to you.

## Bill To:

COD CO  
OKC Gov  
OVER THE COUNTER SALES  
77 Kalamath St.  
Denver, CO 80223

ABC Imaging - Denver, CO Store  
77 kalamath Street  
Denver, CO 80223  
Phone: 303.573.5757

<b>Date</b> 02/22/2023	<b>Work Order No.</b> 21440982
<b>Store</b> 7800	<b>Ticket No.</b> 22641376
<b>CSR</b> BRIAN.CURRAN	<b>P.O. Number</b> EMBARK-RTA Projec
<b>Status</b>	Open

<b>Due Date</b> 02/23/2023	<b>Ordered By</b> Megan Henderson	<b>Phone</b> 405-859-0410	<b>Job Name</b> EMBARK-RTA Project Booklet x10
<b>Time</b> 3:00 PM	<b>Company</b> OKC Gov	<b>Email</b> megan.henderson@okc.gov	<b>Job Number</b> EMBARK-RTA Project Booklet x10

Item Code	Description	Unit Size	Originals	Copies	Unit Price	Extended Price
2000FGC1218	Color Laser Paper*12x18, 100# Dull Text, trim size 8.5x11, 2 up, full bleed, single sided	--	12	5	\$ 1.40	\$ 84.00
6100BVB8511	Vinyl Back 8.5 X 11	--	1	10	\$ 2.00	\$ 20.00
6100XAC8511	Acetate Cover*8.5x11 Ea.	--	1	10	\$ 1.50	\$ 15.00
6400FSB0050	Plastic Spiro Bind*1 - 50 pages	--	1	10	\$ 2.25	\$ 22.50
3000DPR0000	Delivery Per Address	--	1	1	\$ 39.00	\$ 39.00
3000TFS2000	Fuel Surcharge	--	1	1	\$ 4.95	\$ 4.95
CC-SERVCHAR	Credit Card Service Charge	--	1	1	\$ 6.49	\$ 6.49

## Comments

**Subtotal** \$ 191.94

**Tax** \$ 0.00

**Total** \$ 191.94

**Payments** \$ 191.94

**Balance** \$ 0.00

**This is not a bill. Invoice to follow.**

We impose a 3.5% surcharge on credit cards that is not greater than our cost of acceptance.

**Regional Transportation Authority of Central Oklahoma  
Payment Claims**

**Period: 3/01/2023 to 3/31/2023**

Date	Vendor	Description	Invoice No.	Cost	Total
2/1/2023	Holmes & Associates LLC	Consultant Fees - Labor	223	\$ 30,135.00	
		Cost Reimbursement RTA	223	\$ 1,696.06	
					<b>\$ 31,831.06</b>
12/31/2022	Kimley-Horn	Task 1 - Project Management	23859199	\$ 16,140.00	
	Kimley-Horn	Task 2 - Public Engagement	23859199	\$ 7,370.00	
	Kimley-Horn	Task 3 - Prior Studies Assess	23859199	\$ -	
	Kimley-Horn	Task 4 - AA Process	23859199	\$ 4,522.50	
	Kimley-Horn	Task 5 - Station Area/Land Use Analysis	23859199	\$ 2,255.00	
	Kimley-Horn	Task 6 - Rail Ops Planning	23859199	\$ 12,359.24	
	Kimley-Horn	Task 7 - Travel/Rider Forecast	23859199	\$ 47,077.05	
	Kimley-Horn	Task 8 - FTA Cap Grant	23859199	\$ -	
	Kimley-Horn	NEPA Dpcumentation	23859199	\$ -	
	Kimley-Horn	Expenses	23859199	\$ 409.21	
					<b>\$ 90,133.00</b>
4/4/2023	IndaGo Digital, Inc.	GoDaddy Email Renewal	1739	\$ 71.88	
		2023 Q2 Website Hosting	1739	\$ 125.00	
					<b>\$ 196.88</b>
4/4/2023	COTPA	Admin Services Fee	23-109	\$ 2,288.00	
					<b>\$ 2,288.00</b>
<b>Total Claims</b>					<b>\$ 124,448.94</b>

**APPROVED** by the Regional Transportation Authority of Central Oklahoma, and **SIGNED** by the Treasurer and Chairman on this 19th day of April 2023.

**TREASURER:**

  
James P. Boggess

**ATTEST:**

  
Marion Hutchison, Vice Chairperson

**REGIONAL TRANSPORTATION AUTHORITY  
OF CENTRAL OKLAHOMA**

  
Brad Henry, Chairperson



# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
910 S Donner Way #304  
Salt Lake City, UT 84108  
Phone: 703.999.4440  
E-Mail: kathryn@holmesassociatesllc.com

## Invoice #423

April 1, 2023

EIN: 82-1144150  
Supplier ID: 231866  
P.O # 2021-003

### Client

RTA  
2000 S. May  
Oklahoma City, OK 73108  
ATTN: James P. Boggs  
boggsedmondrt@cox.net  
ATTN: Suzanne Wickenkamp  
suzanne.wickenkamp@okc.gov

Date	Billor	Description	Hours/Qty	Rate	Amount
3/01- 3/31/2023	KAH	RTA - TIME: Time billed by K Holmes for the period 3/01/2023 to 3/31/2023	66.50	410.00	\$27,265.00
3/01- 3/31/2023	KAH	RTA - TIME: Travel time billed by K Holmes for the period 3/01/2023 to 3/31/2023	14.00	205.00	\$2,870.00
3/01- 3/31/2023	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,696.06
We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.					<b>Invoice Balance Due</b> \$31,831.06

**Please remit payment electronically to:**

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163  
 Account Number: 2073089159554  
 ABA#: 121000248

**If paying by check, please remit to:**

KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 847385  
 LOS ANGELES, CA 90084-7385

RTA OF CENTRAL OK  
 ATTN: JASON FERBRACHE  
 2000 S. MAY AVENUE  
 OKLAHOMA CITY, OK 73108

Invoice No: 24330802  
 Invoice Date: Feb 28, 2023  
 Invoice Amount: \$90,133.00  
  
 Project No: 197385001.B  
 Project Name: OKC RTA AA NEPA STUDY  
 Project Manager: SCANLON, LIZ  
  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through Feb 28, 2023

**COST PLUS MAX**

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1: PROJECT MANAGEMENT	109,142.00	99.94%	109,077.50	92,937.50	16,140.00
TASK 2: PUBLIC ENGAGEMENT	143,833.00	93.56%	134,570.00	127,200.00	7,370.00
TASK 4: ALTERNATIVES ANALYSIS - EAST CORRIDOR	241,555.00	96.30%	232,627.50	228,105.00	4,522.50
TASK 5: STATION ARE AND LAND USE ANALYSIS	84,010.00	99.87%	83,902.50	81,647.50	2,255.00
TASK 6: RAIL OPERATIONS PLANNING - NORTH/SOUTH CORRIDOR	222,532.00	25.33%	56,376.58	44,017.34	12,359.24
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	210,239.00	48.23%	101,407.74	54,330.69	47,077.05
TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	40,518.00	3.35%	1,357.50	1,357.50	0.00
TASK 9: NEPA DOCUMENTATION	30,233.00	0.00%	0.00	0.00	0.00
KHA EXPENSES	17,000.00	99.46%	16,907.42	16,498.21	409.21
<b>Subtotal</b>	<b>1,099,062.00</b>	<b>66.99%</b>	<b>736,226.74</b>	<b>646,093.74</b>	<b>90,133.00</b>
<b>Total COST PLUS MAX</b>					<b>90,133.00</b>

**Total Invoice: \$90,133.00**

**IndaGo Digital, Inc.**

500 S Lynn Riggs #214  
Claremore, OK 74017 US  
+1 9186305255  
andrea@indagodigital.us  
indagodigital.us

**INVOICE**

**BILL TO**  
Michael Scroggins  
Regional Transportation Authority of Central Oklahoma  
2000 S May Ave  
Oklahoma City, OK 73108 USA

**INVOICE** 1739  
**DATE** 04/04/2023  
**TERMS** Net 30  
**DUE DATE** 05/04/2023

DATE		DESCRIPTION	QTY	RATE	AMOUNT
03/11/2022	Software Services	GoDaddy - Email Essentials (annual renewal)	1	71.88	71.88
04/01/2023	Website Hosting	Q2 2023 - rtaok.org	1	125.00	125.00

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BALANCE DUE

**\$196.88**



CENTRAL OKLAHOMA  
TRANSPORTATION & PARKING  
AUTHORITY

**REMIT PAYMENT TO:**  
EMBARK - Accts Receivable  
2000 S. May | Oklahoma City, OK 73108  
embarkok@okc.gov

Bill To: **Regional Transportation  
Authority of Central Oklahoma**

**Invoice #: 2023-109**

Address: 2000 S May Avenue  
Oklahoma City, OK 73108

Invoice Date: 4/4/23

**Invoice For:** Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - March 2023	1	\$2,288.00		\$2,288.00
<b>NOTES: RTA PO # 2023-003</b>				Invoice Subtotal	<b>\$2,288.00</b>
				Tax Rate	
				Sales Tax	<b>\$0.00</b>
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$2,288.00</b>

**Regional Transportation Authority of Central Oklahoma  
Payment Claims**

**Period: 3/01/2023 to 3/31/2023**

Date	Vendor	Description	Invoice No.	Cost	Total
4/17/2023	Insurica	D&O Liability	292378	\$ 3,512.00	
<b>Total Claim</b>					<b>\$ 3,512.00</b>

**APPROVED** by the Regional Transportation Authority of Central Oklahoma, and **SIGNED** by the Treasurer and Chairman on this 19th day of April 2023.

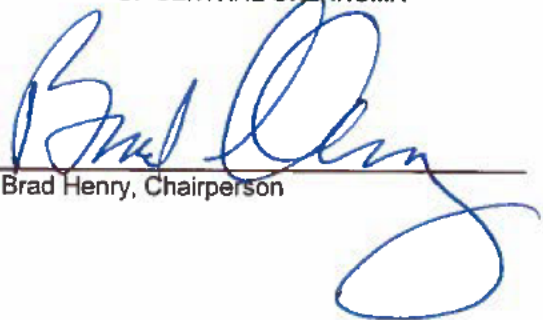
**TREASURER:**

  
\_\_\_\_\_  
James P. Boggs

**ATTEST:**

  
\_\_\_\_\_  
Marion Hutchison, Vice Chairperson

**REGIONAL TRANSPORTATION AUTHORITY  
OF CENTRAL OKLAHOMA**

  
\_\_\_\_\_  
Brad Henry, Chairperson





Phone: 405.523.2100 Fax: 405.556.2332  
www.INSURICA.com

Regional Transportation Authority Of Central Oklahoma  
2000 S May Ave  
Oklahoma City, OK 73108

<b>Invoice # 292378</b>	<b>4/17/2023</b>
Account Number	Insurance Agent
<b>REGITRA01C</b>	Bryce Rusler
Balance Due On	Servicing Rep
<b>5/17/2023</b>	Bryce Rusler
Amount Paid	Amount Due
	<b>\$3,512.00</b>

<b>Directors and Officers Liability</b>	<b>Policy Number: G71527128004</b>	<b>Effective: 05/17/2023 to 05/17/2024</b>
---	------------------------------------	--

Trans Eff Date	Due Date	Trans	Description	Amount
May 17, 2023	05/17/2023	PREM	5/17/2023 - 5/17/2024 Directors and Officers Liability Policy Premium	\$3,512.00

**Total Invoice Balance: \$3,512.00**

**Pay Online at [www.insurica.com/pay/](http://www.insurica.com/pay/)**

**Payment Options:**

**Mail to Branch OR visit [www.INSURICA.com/PAY/](http://www.INSURICA.com/PAY/). For online transactions use the INSURICA Account Number listed at the bottom and top of the invoice. Convenience fees will apply for online transactions.**



## INSURANCE PROPOSAL

# REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

Presented on: April 13, 2023

Presented by: **Bryce Rusler**

### SERVICE TEAM

---

**Bryce Rusler** | Commercial Lines Producer

Email: [Bryce.Rusler@INSURICA.com](mailto:Bryce.Rusler@INSURICA.com)

**Bryce Rusler** | Commercial Lines Producer

Email: [Bryce.Rusler@INSURICA.com](mailto:Bryce.Rusler@INSURICA.com)

**P: F:**

2420 Springer Dr, Suite 105

Norman, OK 73069

[INSURICA.com](http://INSURICA.com)

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**INSURICA** ■

This presentation is designed to provide an overview and summary of the insurance coverages prepared for your review. This proposal is meant to facilitate a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place or presented within. This proposal does not alter or amend the insurance contracts. Please refer to the actual policies for details on coverages, conditions and exclusions that will govern in the event of a loss.

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# EXECUTIVE OVERVIEW

INSURICA is an independent insurance agency that specializes in core industries and business disciplines. Our unique structure provides INSURICA customers with unparalleled access to the best coverage and risk management expertise available, all delivered through a local agent relationship.

## INDUSTRY SPECIALIZATIONS

Our industry-specific knowledge and in-depth experience gives us valuable insight into the unique and often challenging needs of the following key industries:

- |                 |                  |
|-----------------|------------------|
| ◆ Agriculture   | ◆ Hospitality    |
| ◆ Construction  | ◆ Manufacturing  |
| ◆ Education     | ◆ Ministries     |
| ◆ Energy        | ◆ Not-For-Profit |
| ◆ Environmental | ◆ Staffing       |
| ◆ Financial     | ◆ Technology     |
| ◆ Healthcare    | ◆ Transportation |

## OUR APPROACH

Our approach is not about selling an individual policy, but rather understanding our clients' entire business structure and developing a comprehensive insurance management plan. With an in-depth understanding of our clients' business operations, we uncover unseen risks and opportunities that can dramatically lower exposure and costs.

## OUR FUTURE

Placing over \$1 billion in annual premiums, family-owned INSURICA is among the 40 largest insurance brokers in the United States. INSURICA employs over 600 colleagues in offices located throughout Oklahoma, Texas, Arkansas, Colorado, Arizona, and California. Guided by our Core Values of Integrity, Innovation, and Purpose, we are committed to expanding our services and footprint with partners who bring additional value and expertise to our clients and agency.

# INSURICA 24/7 OVERVIEW

INSURICA strives to embrace technology that drives efficiency and is a resource to our partners.

INSURICA 24/7 is a client portal that enables you to access insurance information, view documents, and print your own Certificates of Insurance or auto ID cards online or via the INSURICA 24/7 Mobile App.

With access to your information where and when you need it, you can focus on your business rather than your insurance.

## ON-DEMAND ACCESS TO YOUR INFORMATION



### SIMPLY LOGIN TO:

- ✓ Pay using an electronic check or credit card
- ✓ Download certificates and auto ID cards.
- ✓ Access insurance documents including policies, endorsements, bonds, and risk control documents.
- ✓ View Team contact information
- ✓ Request changes to such as add/delete drivers and autos.



### WHY CHOOSE US:

- ✓ 24/7 access to your account
- ✓ Access to your policy information for review
- ✓ The ability to report a claim or loss any time



### REACH US ANY TIME:

- ✓ Standard business hours in our office
- ✓ Access online anytime
- ✓ 24/7 account access via the INSURICA 24/7 Mobile App

At INSURICA, we “*Specialize in You*”, so you can specialize in what you do best.



## Claims Management Services

### WE'RE HERE TO SERVE YOU

At INSURICA, we pride ourselves on dedicated, reliable and effective claims handling. Our goal is to assist each of our customers in their time of need. We're here when you need us most!

Our hands-on approach promotes prompt reporting, early intervention, aggressive investigation and timely settlements. We do this by:

- **Reviewing** claims for proper coverage
- **Assisting** clients with policy information and interpretation
- **Facilitating** investigative meetings between carrier and client
- **Reviewing** individual claims with clients

A quick call or email to the Claim Department enables us to react swiftly to minor incidents while routing more complicated cases to our specialized Claim Consultants. We'll ensure your claims are processed efficiently and correctly while helping you reduce your total cost of risk.

### WAYS TO REPORT A CLAIM



Call our Claim Department at 844-556-3208



Email our Claim Department at [claims@INSURICA.com](mailto:claims@INSURICA.com)



Log in to the INSURICA 24/7 app

\*Informing us of incidents, accidents, and potential claims as soon as possible is key, so we can better serve you.

**Contact us today to learn more about how we can help manage your loss.**

**[INSURICA.com/claims](https://www.insurica.com/claims)**

# COVERAGES TO CONSIDER

## ITEMS TO DISCUSS

Please respond or comment to the following points and/or questions:

- ◆ Higher limits and/or additional coverages required or desired (i.e. Flood, Earthquake, Pollution, Professional Liability)
- ◆ ADD/REMOVE items to review here.

### ADDITIONAL COVERAGES TO CONSIDER

#### ACTIVE ASSAILANT

The current unendorsed commercial general liability policy does not confirm nor deny coverage, leaving coverage determination to the courts in the event of the claim. A business owner should consider active assailant coverage as it not only defines the gray area of a commercial general liability policy but can also be written to include onsite active shooter and security vulnerability assessment, as well as preparedness seminars and training modules, and post-event crisis management services.

#### BUSINESS INCOME/EXTRA EXPENSE

If your business suffered a covered cause of loss that caused a slowdown or suspension of operations, would you be able to sustain? Business income coverage is available to cover loss of income in the event that business is diminished due to a covered cause of loss to the insured premise, such as a fire or a natural disaster. This type of insurance also covers operating expenses, a move to a temporary location if necessary, payroll, taxes, and loan payments.

#### BUSINESS INCOME ON EQUIPMENT

Most frequently you will find this coverage related to your property coverages. However, you can purchase business income coverage on equipment particularly specialized, high-value, equipment used in manufacturing or construction processes. This covers loss of income suffered when damage to your equipment by a covered cause of loss causes a slowdown or suspension of its operations.

#### COMMERCIAL CRIME COVERAGE

Don't let the actions of dishonest individuals put your business at financial risk. Crime coverage forms are available to protect against losses of money, securities and property by such claims of loss as employee dishonesty, forgery, theft, burglary, robbery, kidnap, extortion and fraud. ERISA coverage can also be obtained on a crime policy.

#### CONTRACTORS PROFESSIONAL LIABILITY

Today many contractors provide in-house design work, engineering evaluations, and shop drawings. This can open you to design liability and construction errors you could be held liable. Construction managers are also exposed to professional liability claims. General Liability usually exclude any construction errors or omission claims. A Contractors Professional Liability policy provides coverage for errors made by the contractor and third-parties hired by the contractor. Often this coverage can be coupled with Contractors Pollution Liability on a package type policy.

#### CYBER LIABILITY

Neither a Property, General Liability, or Business Interruption policy will respond to outages caused by computer viruses or hackers. In addition, 47 U.S. states have mandatory requirements for data breach notification, as well as fines and penalties for not reporting the breach. Many Carriers offer policies that can cover regulatory fines or penalties you might incur because of a data breach.

A cyber-attack can result in costly first-party expenses required to comply with regulatory requirements and out-of-pocket legal expenses incurred to navigate the process.

Many data breaches occur because of an employee error or an "inside job" from rogue employees. A large portion of security breaches occur because of your employee actions. Also, keep in mind that a data breach can occur from paper records as well.



## COVERAGES TO CONSIDER CONTINUED

Cyber liability coverage pricing can be quite cost effective and easy to procure. Keep in mind that without this coverage, in the event of a cyber-attack you will be liable for first-party expenses including hiring forensic IT experts, notification of customers, providing annual credit monitoring, lawyer expenses, and any applicable state or federal fines or penalties.

### DIRECTORS AND OFFICERS COVERAGE

As a director or officer of any company, public or private, not-for-profit and educational institutions, you can be held personally liable for your management actions. In effect, the policy functions as "management errors and omissions liability insurance," covering claims resulting from managerial decisions that have adverse financial consequences. Directors and Officers Liability Insurance provides coverage for allegations of mismanagement and/or breach of fiduciary duty or loyalty.

### EARTHQUAKE

Coverage can be added on Property, Equipment, Installation Floater/Builders Risk policies. Depending on the property locations, the premiums can be insignificant compared to the coverage.

### EMPLOYMENT PRACTICES LIABILITY COVERAGE

Employment Practices Liability claims arise from the following broad categories: Discrimination, Wrongful Termination, Sexual Harassment, Retaliation, Workplace Torts (e.g. invasion of privacy and defamation), and Defense for Wage and Hour claims. Coverage under this policy is available for legal costs to defend claims including legal liability for such acts. The coverage is rated on the number of employees and review of your employee handbook. Inclusion of a discrimination and harassment policy is usually required to be incorporated if not in the employee handbook.

### EQUIPMENT BREAKDOWN COVERAGE

Equipment breakdown (formerly called "boiler and machinery") insurance covers many types of equipment. Most equipment now contains sensitive and fragile technology that can be easily damaged. More equipment is mission critical so breakdowns bring operations - and income - to a halt. Increased system complexity and interdependency mean a breakdown elsewhere can impact you, yet standard property insurance excludes the risks unique to equipment. Coverage can be endorsed onto many property policies or purchased stand-alone.

### FIDUCIARY LIABILITY

The responsibility on trustees, employers, fiduciaries, professional administrators, and the plan itself with respect to errors and omissions in the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act (ERISA).

### FLOOD

Flooding is the most common of all natural hazards. On average, flooding causes more than \$2 billion in damage to property each year. Standard commercial property policies do not provide coverage for damage caused by flooding. Depending on the property locations, Flood can be obtained on a standard property policy or coverage secured through the National Flood Insurance Program (NFIP).

### HIGHER UMBRELLA LIMITS

While there is no definitive answer to the question about how much umbrella or excess coverage a business entity should carry, there is some analysis you can do as a business owner to try to determine what is an adequate limit. Companies can begin their analysis by using the net worth of their company as a guideline. As an example, the more you have, the more you should carry. Benchmarking data for limits carried by other similar in class and size can also be provided.

### INCREASED ORDINANCE OR LAW COVERAGE

Coverage for loss caused by enforcement of ordinances or laws regulating construction and repair of damaged buildings. Older structures that are damaged may need upgraded electrical; heating, ventilating, and air-conditioning (HVAC); and plumbing units based on city codes. There are three types of ordinance and law coverages that are normally excluded in standard property coverage forms. The coverages available by endorsement are cost to demolish the undamaged portion of the building, cost to replace with superior construction as required by law, and cost to clear the land of debris after demolition.

### INTERNATIONAL TRAVEL ACCIDENT INSURANCE

If you or any of your employees travel internationally, consider this coverage. The policy provides coverage for accidental death and dismemberment or other life-changing incidents that may be excluded by other policies. Travel accident insurance plans are designed to fill coverage gaps in standard life and disability insurance and provide high limit coverage or coverage for specific risks that many disability policies do not cover. Benefits vary and are paid depending on the severity of the incident, helping alleviate some of the financial stress that may result from serious illnesses, injuries, or death.

### POLLUTION LIABILITY

Pollution Liability is limited or excluded on the standard Commercial General Liability, Business Auto, Property, Inland Marine, Directors & Officers, Excess/Umbrella and an array of other policies. Because of this many insureds purchase Pollution Liability insurance to help protect assets from unforeseen environmental exposures that could impact earnings; protect against natural catastrophes beyond the standard property exposures; facilitate property transactions and financing; assist in mergers and acquisitions, separating the unknown environmental risk from the business risk.

#### TYPES OF POLLUTION LIABILITY INCLUDE:

- ◆ Contractor's pollution liability (CPL) insurance can provide protection against the environmental liabilities left uncovered by standard commercial general liability with restrictive pollution exclusions. CPL aids to minimize loss when sudden or gradual pollution conditions are created through covered operations and addresses third-party coverage for bodily injury, property damage, defense, and cleanup as a result of sudden and gradual pollution incidents arising from contracting operations of or on behalf of the contractor.
- ◆ Site Pollution Liability. Most businesses have pollution exposures that are often considered incidental to the business's operations. Such environmental liability exposures can arise from materials storage, air emissions from heating or other processes, storm water runoff, spills during natural catastrophes, or even the possibility of unknown activities of previous site owners.
- ◆ Auto Pollution Exposures and Coverages available. Standard Business Auto policies exclude coverage for pollution events unless they result from gas, brake fluid, or other substances that are vital to the operation of the vehicle. However, pollution incidents involving other materials are excluded. Options to address this include an MCS90 Endorsement, Broadened Auto Pollution Endorsement (CA9948), and Transportation Pollution Liability (TPL). The MCS90 is a required filing of for-hire interstate operations (and certain other operations) that responds if you cause an auto pollution incident. However, the form requires that you reimburse the carrier for any payment made on your behalf. Another option is the Broadened Auto Pollution form (CA9948) that is similar to the MCS90 endorsement without the threat of the carrier seeking reimbursement. Finally, the most comprehensive is a Transportation Pollution Liability (TPL) policy which provides protection for products or materials transported, shipped, or delivered by the insured or by a carrier on the insured's behalf and can also specifically include loading and unloading.

### PROFESSIONAL LIABILITY / E&O

A type of liability coverage designed to protect traditional professionals (e.g., accountants, attorneys) and quasi-professionals (e.g., real estate brokers, consultants) against liability incurred as a result of errors and omissions in performing their professional services. The vast majority of professional liability policies are written with claims-made coverage triggers. In most professional liability policies payment of defense costs reduces available limits.

### **SOCIAL ENGINEERING**

When you or your employees receive a message that appears to be from a legitimate vendor, client, internal employee, or authorized person via email, fax, letter or even a phone call that contains a variety of misleading requests and information. This is Social Engineering Fraud. The purpose is to divert funds to the fraudster willingly including wire transfers. This important coverage can be endorsed onto many Crime or Cyber policies or purchased stand-alone. Limits start at \$50,000 and higher can be obtained.

## COVERAGES TO CONSIDER CONTINUED

PLEASE CHECK BELOW IF INTERESTED IN ANY OF THE ABOVE RECOMMENDED COVERAGES:

COVERAGE TYPE	INDICATION REQUESTED
Active Assailant	
Business Income/Extra Expense	
Business Income on Equipment	
Crime Coverage	
Contractors Professional Liability	
Cyber Liability	
Directors & Officers	
Earthquake	
Employment Practices Liability	
Equipment Breakdown	
Fiduciary Liability	
Flood	
Higher Umbrella Limits	
International Travel Accident	
Ordinance & Law	
Pollution Liability	
Professional Liability	
Social Engineering	
Producer Signature	Client Signature
Dated:	Dated:

Contact your INSURICA Team for more information and coverage options on any of these coverages.

Disclaimer: Additional coverages to consider is not limited to those only on this list nor is this list all-inclusive of all coverage forms available. This list comprises of important coverages that are readily available to purchase.

# NOTIFY US IF

It is important we be informed when a significant change in your operation takes place, such as any:

- ◆ Additional locations, new construction
- ◆ Changes in property values
- ◆ Change in ownership
- ◆ Sudden change in sales
- ◆ Increased or decreased hazards (i.e. type of work to be insured or new activities undertaken)
- ◆ Change in security or protection (i.e. burglar, sprinkler, fire alarm, watchguard, lighting, etc)
- ◆ Change in product lines
- ◆ New contractual obligations
- ◆ Changes in vehicles and/or drivers
- ◆ Expansion or moving of operations to a new state
- ◆ Employees hired in a new state
- ◆ Higher limits and/or additional coverages required or desired (i.e. Flood, Earthquake, Pollution, Professional Liability)
- ◆ Vacancy of building you own, operate, or occupy

## CLAIMS NOTIFICATION REQUIREMENTS

Many policies include CLAIMS REPORTING OBLIGATIONS that require immediate notification, as soon as you are aware of an incident which could result in a claim. Failure to report or late reporting could result in denial of defense and/or claim payment or settlements. To avoid denial of coverage, be sure to notify us and/or the insurance carrier as soon as practicable of any occurrence or offense which may result in a claim. Additionally, the incident should be confirmed in writing. Please review policies for claim reporting provisions.

The above are examples of situations of which we should be made aware; there are many others as well.

If any questions arise, please contact us.

*\* Disclaimer: While this list is not inclusive, failure to notify us can affect your coverage.*

# CONTACT REVIEW

## INDIVIDUALS

NAME	EMAIL	PHONE	CONTACT PREFERENCE
Christina Hankins	christina.hankins@okc.gov	(405) 297-1854	Email

## BUSINESS

NAME	EMAIL	PHONE	CONTACT PREFERENCE
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## CHANGES

It is important we be informed when a significant change in your contacts take place, such as any change in ownership, change to Named Insured(s), Primary Contacts no longer employed.

# COMMON CONDITIONS

## NAMED INSUREDS

## MAILING ADDRESS

2000 S May Ave  
Oklahoma City, OK 73108

## LOCATION SCHEDULE

LOC	BLDG	ADDRESS	DESCRIPTION
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# DIRECTORS AND OFFICERS LIABILITY

COMPANY  
ACE American Insurance Company

POLICY NUMBER  
G71527128004

POLICY TERM  
5/17/2023 to 5/17/2024

## COVERAGES

### COVERAGE FORM:

Coverage is Primary

### LIMITS

Scheduled per Each Claim	\$1,000,000
Aggregate per All Claim Inc Exp	\$1,000,000
Additional Crisis Management Fund	\$50,000

## DEFENSE

The cost of defending claims is the limit of liability

## INSURING CLAUSE

### A. Public Officials Liability

Retention Type:	0
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### B. Public Entity Reimbursement

Retention Type:	\$5,000
-----------------	---------

### C. Public Entity Liability

Retention Type:	\$5,000
-----------------	---------

## SPECIFIC QUESTIONS, CONDITIONS AND/OR SUBJECTIVITIES

Enter

## FORMS AND ENDORSEMENTS

NUMBER	NAME
PF17705A	Cap on Losses From Certified Acts of Terrorism
PF23541	Bond Exclusion

Prepared for: **Regional Transportation Authority  
Of Central Oklahoma**



## DIRECTORS AND OFFICERS LIABILITY CONTINUED

NUMBER	NAME
PF37210	Network Security or Privacy Liability Exclusion
PF38981	False Claims Act Exclusion
PF23548	Employment Practices Liability Exclusion
PF29064	Professional Services Exclusion (Financial Services)
PF47763	Public Entity Liability Enhancement Endorsement

# PREMIUM COMPARISON

LINES OF BUSINESS	AUDITABLE (Y/N)	EXPIRING PREMIUM	RENEWAL PREMIUM	MINIMUM EARNED (% OR N/A)	MINIMUM DEPOSIT* (% OR N/A)
Directors and Officers Liability			\$3,512.00		
<b>Total Premium</b>		<b>\$ 0.00</b>	<b>\$7,024.00</b>		

## PAYMENT TERMS





Enter carrier/policy payment details here

INSURICA offers multiple convenient and easy payment options. There are four (4) options to pay items due to INSURICA – pay via our website - [insurica.com/pay/](https://insurica.com/pay/); pay via client portal - [INSURICA 24/7](https://portal.csr24.com/mvc/2731625); pay by check, or consider premium finance with BankDirect Premium Finance Company.

If using our website, please input the account information provided here:

- ◆ INSURICA Account Number - REGITRA01C
- ◆ Account Zip Code - 73108
- ◆ For a down payment, select Pay On Account and enter total payment amount.

NEW Electronic Payment Options

 <p>Pay via our website at <b>INSURICA.com\Pay</b></p> <p>When paying, please input the <b>Account Name</b> as <b>Account Number</b> and use the <b>Invoice #</b> listed above.</p>	 <p>Pay via the <b>INSURICA 24/7</b> client portal at <a href="https://portal.csr24.com/mvc/2731625" style="color: white;">https://portal.csr24.com/mvc/2731625</a></p>
 <p>To pay via your mobile device, download the <b>INSURICA 24/7</b> app.</p> <div style="display: flex; align-items: center;">  <div style="display: flex; gap: 5px;"> <div style="background-color: white; color: black; padding: 2px 5px; font-size: 0.8em;">Available on the App Store</div> <div style="background-color: white; color: black; padding: 2px 5px; font-size: 0.8em;">GET IT ON Google Play</div> </div> </div>	

## MARKETING EFFORTS

LINES OF BUSINESS	RESULTS
Directors and Officers Liability	

## PREMIUM NOTABLES AND POLICY DIFFERENCES

Enter

# PREMIUM SUMMARY

LINES OF BUSINESS	AUDITABLE (Y/N)	PREMIUM	MINIMUM EARNED (% OR N/A)	MINIMUM DEPOSIT* (% OR N/A)
Directors and Officers Liability		\$3,512.00		
<b>Total Premium</b>		<b>\$7,024.00</b>		

\*Premium is annual minimum and deposit. There will be no return premium on final audit.

## PAYMENT TERMS







Enter carrier/policy payment terms here.

INSURICA offers multiple convenient and easy payment options. There are four (4) options to pay items due to INSURICA – pay via our website - [insurica.com/pay/](https://insurica.com/pay/); pay via client portal - [INSURICA 24/7](https://portal.csr24.com/mvc/2731625); pay by check, or consider premium finance with BankDirect Premium Finance Company.

If using our website, please input the account information provided here:

- ◆ INSURICA Account Number - REGITRA01C
- ◆ Account Zip Code - 73108

NEW Electronic Payment Options

 <p>Pay via our website at <b>INSURICA.com\Pay</b></p> <p>When paying, please input the <b>Account Name</b> as <b>Account Number</b> and use the <b>Invoice #</b> listed above.</p>	 <p>Pay via the <b>INSURICA 24/7</b> client portal at <a href="https://portal.csr24.com/mvc/2731625">https://portal.csr24.com/mvc/2731625</a></p>
 <p>To pay via your mobile device, download the INSURICA 24/7 app.</p>	  

## MARKETING EFFORTS

LINES OF BUSINESS	RESULTS
Directors and Officers Liability	

## PREMIUM NOTABLES AND POLICY DIFFERENCES

Enter

# PAYMENT OPTIONS OVERVIEW



INSURICA offers multiple convenient payment options giving you flexibility on how and when you do business with us. There are four (4) payment options for you to choose from for items due to us.



## **PAY VIA OUR WEBSITE\* – INSURICA.COM/PAY**

- With just a few pieces of information, easily make a credit card, online banking, or ACH payment.
- Use your INSURICA Account Number plus an invoice number or account zip code.
- Select either Pay Invoice for current items OR Pay on Account if making a down payment to bind coverage or renew your policy.



## **PAY VIA CLIENT PORTAL\* - INSURICA 24/7**

- Select either Pay to INSURICA for current items OR Make a Deposit if making a down payment to bind coverage.
- INSURICA 24/7 available to existing clients and includes payment options plus electronic documents.



## **PAY BY CHECK**

- Traditional handling of premium payments to INSURICA.
- Specific branch remittance address noted on INSURICA invoices.



## **PAY BY PREMIUM FINANCING WITH BANKDIRECT**

- Premium financing may be a solution for extended payment terms over the policy period.
- BankDirect is our exclusive premium finance partner who also offers various payment options.



\* ACH and credit card processing fees apply

# ELECTRONIC PAYMENT DETAILS



We’re leading the way for clients with EASY, FAST, and CONVENIENT ways to do business. Introducing our new electronic payments platform from SimplePin via [INSURICA.com/Pay/](https://INSURICA.com/Pay/).

With just a few pieces of information, easily make a credit card, online banking, or ACH payment. You will need your INSURICA Account Number plus an invoice number or account zip code to process premium payments quickly and securely to INSURICA.

Select either Pay Invoice for current items OR Pay on Account if making a down payment to bind coverage or renew your policy. ACH and credit card processing fees apply.

INSURICA

Find account

ACCOUNT NUMBER \*

EXAMPLE: JOHST-1 OR SMITHAL-01

SEARCH BY \*

ZIP CODE

INVOICE #

ZIP CODE

00000-0000

Continue

Invoice #	123789	1/15/2023
Account Number	Insurance Agent	
ABCINSU01C	John Smith, Producer	
Balance Due On	Servicing Rep	
1/1/2023	Your Account Manager	
Amount Paid	Amount Due	
	\$28,249.00	

With online payments through SimplePin, you have control over how and when you want to pay and payments will be applied directly to your INSURICA account.

Contact your INSURICA Team for questions or assistance.

INSURICA – *Specializing in You*

# DISCLAIMERS AND DISCLOSURES

## A.M. BEST RATING

A Best Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. A.M. Best assigns to insurance related organizations one of two types of rating opinions, a Best's Rating, and a financial size category rating. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. Best has seven (7) rating categories including plus "+" or minus "-" rating notches to permit further gradation of financial strength within a particular rating category.

The three highest ratings given by A.M. Best are the following:

<u>Rating</u>	<u>Definition</u>
A++, A+ (Superior)	Assigned to companies that have, in Best's opinion, a superior ability to meet their ongoing insurance obligations.
A, A- (Excellent)	Assigned to companies that have, in Best's opinion, an excellent ability to meet their ongoing insurance obligations
B++, B+ (Good)	Assigned to companies that have, in Best's opinion, a good ability to meet their ongoing insurance obligations

Financial Size Categories. Assigned to all companies and reflects their size based on their capital, surplus, and conditional reserve funds in millions of U.S. dollars, using the scale below.

Millions of U.S. Dollars							
Class I	Less	than	1	Class VIII	100	to	250
Class II	1	to	2	Class IX	250	to	500
Class III	2	to	5	Class X	500	to	750
Class IV	5	to	10	Class XI	750	to	1,000
Class V	10	to	25	Class XII	1,000	to	1,250
Class VI	25	to	50	Class XIII	1,250	to	1,500
Class VII	50	to	100	Class XIV	1,500	to	2,000
				Class XV	greater	than	2,000

The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

Financial analysis of insurance companies is a complex process that requires specialized knowledge. INSURICA relies upon opinions expressed by A.M. Best Company in determining the financial strength and size of insurance companies. INSURICA makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

## DISCLAIMERS AND DISCLOSURES CONTINUED

### ADMITTED COMPANY VERSUS NON-ADMITTED INSURERS

#### Admitted Company

A foreign or alien insurance company which has been licensed by the insurance department of the state in question and which, thereby, is authorized to conduct business within that state to the extent licensed. Also called an admitted market or admitted insurer. In the event of company insolvency, policies written with admitted insurers may have access to the state guaranty fund subject to a number of exceptions and limitations depending on the applicable state guarantee fund law.

#### Non-admitted Company

If an insurer is not licensed to write insurance in a specific state, then the insurer is a non-admitted insurer for that state. These companies are usually non-admitted because they do not meet the same capitalization requirements as an admitted company. Premiums paid to them are not protected by any state guaranty fund and they are not subject to state regulation. Although not admitted, the insurer must still be approved to write business in that state. Non-admitted companies are part of the excess and surplus lines insurance market. Insurance policies placed with non-admitted companies may require payment of surplus lines premium taxes at a percentage that varies state by state. Non-admitted policies may be subject to a minimum earned premium (MEP), usually twenty-five (25) percent but may be a higher percentage.

### A.M. BEST RATINGS, FINANCIAL SIZE CATEGORIES, ADMITTED/NON-ADMITTED

#### Proposed Program

COMPANY	COVERAGE PROVIDED/PROPOSED	BEST RATING & FINANCIAL SIZE	ADMITTED / NON-ADMITTED	MINIMUM EARNED PREMIUM (%/\$)
ACE American Insurance Company	Directors and Officers Liability			

*Note to user: If any rating is less than A- VI, include or send A.M. Best Acknowledgement Template (found in Epic Commercial Lines Template folder) to insured for signature. (remove this notice if not applicable to client)*

### DISCLOSURES

The intent of this document is to provide an overview of the coverage offered in the insurance program, and is not meant to be all-inclusive. Read your actual policies for complete details including terms, conditions, limitations, and exclusions.

Exposure information, including but not limited to property values, auto schedules, payroll and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy.

### COMPENSATION DISCLOSURE

INSURICA is an Independent Agency. For our efforts, primarily commissions paid by insurance companies compensate us. The amount is based on the commission schedules established individually by each insurance company and is typically calculated as a percentage of the premium. INSURICA may also be eligible to receive various forms of incentive compensation, including contingent commissions and other awards and bonuses. This incentive compensation is based upon criteria that may include the volume, growth, profitability, and retention of business placed or other performance measures established by the individual insurers with whom we do business. On occasion insurance carriers will issue a policy at a net premium (no commission factored into the premium) and at that time, INSURICA will determine an appropriate fee which fairly reflects the various services provided for the policy being issued. These fees are disclosed and itemized as a separate billing amount to our clients.

### LIMITS OF COVERAGES

**Higher limits of coverage may be available upon request.**

### PROPERTY COVERAGES

**Vacant Properties:** Property policies contain vacancy provisions excluding or reducing coverage for certain perils if a building or suite is vacant 60 or more days. A building or suite is considered vacant if less than 31% of the total square footage is used to conduct customary operations.

**Flood and Earthquake Coverage:** Unless specifically noted on the policy, Flood and Earthquake coverage is not provided. It is important to consider this coverage and it is available upon request subject to underwriting consideration and additional premium.

**Appraisal:** Obtaining an updated appraisal on an annual basis is a sound risk management technique. Failure to obtain an appraisal increases the risk that your property might be underinsured and that you may incur a coinsurance penalty.

### POLLUTION LIABILITY EXPOSURES

Pollution Liability is limited or excluded on the standard Commercial General Liability, Business Auto, Property, Inland Marine, Directors & Officers, Excess/Umbrella and many other policies. Discuss your pollution risks with INSURICA. Pollution Liability coverage can be obtained to address many of the gaps in standard policies.

### TERMS, CONDITIONS, LIMITATIONS AND/OR EXCLUSIONS

Where ever Terms, Conditions, Limitations and/or Exclusions are listed throughout this proposal, they are not all-inclusive. Please refer to the actual policies for specific Terms, Conditions, Limitations and/or Exclusions that will govern in the event of a loss. Specimen copies of policies are available for review upon request.



### TERRORISM RISK INSURANCE ACT

#### Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (also known as "TRIA"), insurance carriers are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

If Terrorism coverage applies to a particular line of business, the portion of your premium attributable to this terrorism coverage has been noted. If Terrorism coverage is optional and requires you make an election to accept or reject the coverage, this has also been noted on noted. Election forms may be required upon inception, at renewal, or when changing carriers.

#### Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the US Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

#### Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%. However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

#### Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and the insurance carrier(s) have met, or will meet, their respective insurer deductible under TRIA, they shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and the insurance carrier(s) estimate that they will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

## DISCLAIMERS AND DISCLOSURES CONTINUED

### ELECTRONIC COMMUNICATION AND DELIVERY CONSENT FORM

At INSURICA we continually strive to improve our speed of service to clients and to do so in the most efficient manner. One of the ways we are increasing our efficiency to clients is to use electronic communications, emailing of electronic documents, and electronic signatures. As our portal and electronic communications grow, we ask that you sign a consent form providing us your permission to work together using this type of technology.

Please review the following statement and electronically sign.

We ("Client") hereby give consent and agree to receive documents related to insurance coverage written through or quoted by INSURICA ("Agent/Broker") in the form of electronic records. Agent/Broker may transmit documents to Client through electronic media, including but not limited to electronic mail, optical disks (including but not limited to compact discs and digital versatile discs), floppy disks, hard drives, thumb drives, jump drives, magnetic tapes, facsimiles, downloads from Web sites, and any other kinds of electronic media acceptable to both Client and Agent/Broker. Documents to be so delivered include but are not limited to policy information pages and coverage forms; endorsements; binders; certificates and evidences of insurance; automobile insurance identification cards; premium quotations; premium worksheets; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondence; and notices of cancellation and nonrenewal. Client's signature or that of Client's representative signifies that Client voluntarily agrees to use electronic records in accordance with the federal Electronic Signatures in Global and National Commerce Act.

**BUSINESS NAME:** Regional Transportation Authority Of Central Oklahoma

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NON-DISCLOSURE AGREEMENT**

This proposal has been prepared exclusively for the review and evaluation of:

**Regional Transportation Authority Of Central Oklahoma**

The information contained herein includes proprietary information about INSURICA and our risk management services. Therefore, we request that this information not be copied or distributed to any third parties without the prior consent of INSURICA.

Should you choose not to accept the terms of our insurance and risk management proposal, please return this proposal in its entirety to us at your earliest convenience.

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

# PROPOSAL ACCEPTANCE

## INSURED

Regional Transportation Authority Of Central Oklahoma

- ☐ As presented (all lines)
- ☐ With changes noted below

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Our Mission and Core Values

To manage risk for our Clients. To build a rewarding environment for our Colleagues. To produce an acceptable return for our Shareholders.



### Integrity.

**Trust** forms the foundation of relationships and strengthens our

**INSURICA Community.**



### Innovation.

**Ingenuity** is the competitive Advantage securing the future of our

**INSURICA Community.**



### Purpose.

**Passion** transforms ordinary into extraordinary and delights our

**INSURICA Community.**

INSURICA colleagues consistently strive to uphold the agency's Mission and Core Values statements. By creating a corporate culture based on ethical behavior in the marketplace and fun in the workplace, INSURICA has been recognized many times as both a Best Practices Agency and a Best Places to Work employer. In 2019, leading insurance industry publication, Rough Notes, named INSURICA Agency of the Year.





TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider adopting a Resolution setting a public hearing on May 17, 2023, as per the Trust Agreement and Indenture (2022), Section 11.2 Annual Budget, to receive public comments regarding the Fiscal Year 2024 Budget; and authorize the Interim Executive Director to publish the Notice of Public Hearing (Attachment "A") at least seven days prior to the May 17, 2023 public hearing.

**Background** Due to a lack of quorum, the March 15, 2023 meeting of the Regional Transportation Authority of Central Oklahoma (RTA) was canceled. As per the Trust Agreement and Indenture (2022), Section 7.13, the proposed Fiscal Year 2024 Budget was electronically distributed to the RTA Board of Directors following the cancellation of the March meeting.

The Trust Agreement and Indenture (2022), Section 11.2 Annual Budget, requires a public hearing be set prior to the adoption of the final budget. This resolution will set the public hearing for the next regularly scheduled meeting of the RTA on May 17, 2023. The resolution also authorizes the Interim Executive Director to publish the Notice of Public Hearing in a newspaper of general circulation in the district at least seven days prior to the public hearing date.

**Recommendation:** Resolution be adopted, and the Interim Executive Director be authorized to publish the Notice of Public Hearing.

Jason Ferbrache  
Interim Executive Director

## ATTACHMENT “A”

(Published in the Journal Record **May 3 and May 10, 2022**)

### NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN**, that the Regional Transportation Authority of Central Oklahoma (RTA) will be holding a public hearing on **May 17, 2023**, at **2:30 p.m.**, at the Arts District Parking Garage, 431 West Main Street, Ste. B, Oklahoma City, Oklahoma 73102 to hear public comments regarding the:

#### **Fiscal Year 2024 Budget**

The public hearing is being held in compliance with the Trust Agreement and Indenture (2022), Section 11.2 Annual Budget. Public Comments may be submitted electronically at [info@rtaok.org](mailto:info@rtaok.org) through the end of business on **May 16, 2023**.

Members of the public that wish to speak at the meeting, are encouraged to contact the Trust Specialist at **405-297-1854** or text your request in advance of the meeting to **405-323-8957**. Include your name, the agenda item number, and the reason you would like to speak. **Please submit your request prior to the beginning of the meeting to avoid receiving your request after your item has been considered.** Staff will attempt to submit requests received during the meeting to process them to the Chairperson.

**RESOLUTION NO. 23-004**

**RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA SETTING A PUBLIC HEARING ON MAY 17, 2023, AS PER THE TRUST AGREEMENT AND INDENTURE (2022), SECTION 11.2 ANNUAL BUDGET, TO RECEIVE PUBLIC COMMENTS REGARDING THE PROPOSED FISCAL YEAR 2024 BUDGET; AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO PUBLISH THE NOTICE OF PUBLIC HEARING (ATTACHMENT "A") AT LEAST SEVEN DAYS PRIOR TO THE MAY 17, 2023 PUBLIC HEARING.**

**WHEREAS**, the regularly scheduled meeting of the Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors was canceled due to a lack of quorum; and

**WHEREAS**, as per Section 7.13 of the Trust Agreement and Indenture (2022), the proposed Fiscal Year 2024 Budget was electronically distributed to the RTA Board of Directors following the cancellation of the March meeting; and

**WHEREAS**, as per Section 11.2 Annual Budget, of the Trust Agreement and Indenture (2022), the board must hold a public hearing before adopting the budget; and

**WHEREAS**, the Notice of Public Hearing (Attachment "A") must be published at least seven days before the date of hearing in a newspaper of general circulation in the district; and

**WHEREAS**, authorize the Interim Executive Director to advertise the public hearing on May 10, 2023, or sooner, in compliance with Section 11.2 Annual Budget, of the Trust Agreement and Indenture.

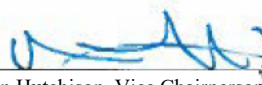
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby set a public hearing on May 17, 2023, as per the Trust Agreement and Indenture (2022), Section 11.2 Annual Budget, to receive public comments regarding the proposed Fiscal Year 2024 Budget.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Board of Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby authorize the Interim Executive Director to publish the Notice of Public Hearing (Attachment "A") at least seven days prior to the May 17, 2023 public hearing.

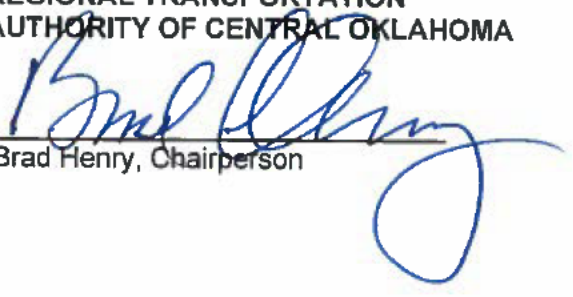


**ADOPTED** by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 19th day of April 2023.

**ATTEST:**

  
Marion Hutchison, Vice Chairperson

**REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL OKLAHOMA**

  
Brad Henry, Chairperson

**REVIEWED** for form and legality

  
Joshua Minner  
Assistant Municipal Counselor





TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving an Agreement with the Central Oklahoma Transportation and Parking Authority (COTPA) establishing the Regional Transportation Authority of Central Oklahoma (RTA) as a sub-recipient of the Fiscal Year 2021 Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funds.

**Background** On July 2, 2021, the Central Oklahoma Transportation and Parking Authority authorized the COTPA Administrator to submit an application for the Fiscal Year 2021 U.S. Department of Transportation (DOT) RAISE grant program.

On July 12, 2021, the Administrator submitted an application titled "Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project". The application called for an alternative analysis of two key regional transit corridors.

On November 19, 2021, DOT awarded a grant to COTPA for its proposal in the sum of \$800,000 with a local match of \$500,000.

The Federal Transit Administration (FTA) administers the RAISE grant on behalf of the DOT, and COTPA acts as the designated recipient for the FTA with regard to the awarded RAISE grant funds. As such, the FTA allows COTPA to make sub-awards of the RAISE grant funds it receives. This agreement would establish the RTA as a sub-recipient of RAISE grant funds to facilitate the completion of the project for which COTPA was awarded the grant funds. The RTA will fund the entire local match.

Recommendation: Agreement be approved.

Reviewed by:

Jason Ferbrache  
Interim Executive Director

**SUB-RECIPIENT FUNDING AGREEMENT**  
**between**  
**The Central Oklahoma Transportation and Parking Authority**  
**and**  
**The Regional Transit Authority of Central Oklahoma**

THIS SUB-RECIPIENT FUNDING AGREEMENT (“Agreement”) is hereby made and entered into by and between the Central Oklahoma Transportation and Parking Authority (“COTPA”), a public trust organized under the laws of the State of Oklahoma, and the Regional Transportation Authority of Central Oklahoma (“RTA” or “Sub-Recipient”), a public trust organized under the laws of the State of Oklahoma, each a “Party” and collectively the “Parties.”

**RECITALS**

WHEREAS, on July 2, 2021, COTPA authorized the COTPA Administrator (“Administrator”) to submit an application for the FY 2021 U.S. Department of Transportation (“DOT”) Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) grant program; and

WHEREAS, on July 12, 2021, the Administrator submitted an application titled Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project (“Project”); and

WHEREAS, the application called for an alternatives analysis of two key regional transit corridors; and

WHEREAS, on November 19, 2021, DOT awarded a grant to COTPA for its proposal in the sum of \$800,000 with a local match of \$500,000; and

WHEREAS, the Federal Transit Administration (“FTA”) administers the RAISE grant on behalf of the DOT; and

WHEREAS, COTPA acts as the designated recipient for the FTA, with regard to the awarded RAISE grant funds; and

WHEREAS, contemporaneously herewith, DOT and COTPA are entering into an agreement whereby DOT will provide \$800,000 in RAISE grants funds and COTPA will match with \$500,000; and

WHEREAS, the FTA allows COTPA to make sub-awards of the RAISE grant funds it receives provided that a sub-recipient receiving a sub-award agrees to and is capable of performing the responsibilities for the RAISE grant funds as a pass-through recipient that are required to be performed by COTPA as the recipient; and

WHEREAS, the Sub-Recipient represents it is eligible to receive such funds and agrees to and is capable of performing the responsibilities for the RAISE grant funds; and

WHEREAS, the Sub-Recipient agrees to adhere to the federal fiscal year certifications and assurances for the FTA assistance programs as required at the start of each fiscal year grant period for consideration for state and/or federal grants;

WHEREAS, the Sub-Recipient agrees to pay the local share of \$500,000 pursuant to this Project; and

WHEREAS, COTPA agrees to provide the Sub-Recipient with a sub-award of the federal share of the RAISE grants funds up to \$800,000.

NOW THEREFORE, in consideration of the mutual agreements and conditions herein described and set forth, the Parties hereto agree as follows:

## **1.0 PURPOSE AND SCOPE OF AGREEMENT**

- A. **Purpose.** The purpose of this Agreement is to establish RTA as a subrecipient of RAISE grant funds secured by COTPA and to facilitate the completion of the Project described in Attachment A for which COTPA was awarded the grant funds.
- B. **Scope of Agreement.** This Agreement, together with the following attachments, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, either written or oral.

The following attachments are incorporated in and made a part of this Agreement as if fully set out:

Attachment A Project  
Attachment B Project Budget  
Attachment C Project Schedule

Any reference to the Agreement herein shall include all of the incorporated attachments.

## **2.0 EFFECTIVE DATE AND TERM**

This Agreement shall become effective upon execution by the last Party and shall continue until June 30, 2024, unless sooner terminated pursuant to this Agreement.

## **3.0 FEDERAL REQUIREMENTS**

Sub-Recipient understands and agrees that receipt of the RAISE grant funds is contingent and conditioned on its compliance with all federal requirements and that these requirements necessarily encompass all applicable federal laws, regulations, and requirements, to include the

terms and conditions contained in the General Terms and Conditions under the Fiscal Year 2021 RAISE Grant Program (“General Terms and Conditions”), the most recent FTA Master Agreement, the most recent Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”), and any award notification containing special conditions or requirements, if issued (collectively “Federal Requirements”). Any conflict between this Agreement and a Federal Requirement shall be resolved in favor of the Federal Requirement. Any violation of a Federal Requirement by Sub-Recipient can result in enforcement action undertaken by FTA and termination of this Agreement by COTPA or FTA.

#### **4.0 CONDITIONS**

- A. Sub-Recipient shall comply with the terms of this Agreement.
- B. Sub-Recipient shall complete the Project as described in Attachment A within the Project Budget provided in Attachment B and the Project Schedule provided in Attachment C.
- C. Sub-Recipient agrees to maintain sufficient legal, financial, technical, and managerial capacity to plan, manage, and complete the Project.
- D. Sub-Recipient shall comply with all Federal Requirements, to include the terms and conditions contained in the following:
  - 1. General Terms and Conditions, dated June 7, 2022, which is available at <http://go.usa.gov/xJkjt>, and is hereby incorporated into this Agreement as if fully set out;
  - 2. Most recent FTA Master Agreement, currently dated February 7, 2022, which is available at <https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf>, and is hereby incorporated into this Agreement as if fully set out;
  - 3. Most recent Certifications and Assurances, currently Fiscal Year 2022, which is available at <https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FY22-certifications.pdf>, and is hereby incorporated into this Agreement as if fully set out; and
  - 4. Any award notification containing special conditions or requirements, if issued.
- E. Sub-Recipient shall notify COTPA as soon as possible after the occurrence of any change in conditions (including its legal, technical, financial, or managerial capacity), any change in local law, or any other event that may significantly affect Sub-Recipient’s ability to perform the Project in accordance with the terms of this Agreement.
- F. Sub-Recipient shall cooperate in and comply with any and all management reviews, triennial reviews, financial audits, and compliance reviews that COTPA or FTA may undertake with regard to the Project.

- G. Sub-Recipient shall not represent itself as an agent or employee of COTPA and has no authority to bind COTPA in contract or otherwise.

## **5.0 FUNDING AND REIMBURSEMENT**

- A. Sub-Recipient is responsible for paying the local share of \$500,000 pursuant to this Project.
- B. To the extent that COTPA receives the RAISE grant funds for the Project, COTPA shall reimburse Sub-Recipient for its eligible expenses up to a maximum of \$800,000, the federal share, as designated in the Project Budget in Attachment B. COTPA shall transfer FTA funds for the Project to Sub-Recipient on a reimbursement basis only.
- C. Sub-Recipient shall submit reimbursement requests, if any, to COTPA on a monthly basis, on or before the 15<sup>th</sup> of each month or on a basis otherwise agreed upon by the Parties. Final reimbursement requests must be submitted to COTPA no later than sixty (60) calendar days from the end date of this Agreement. Reimbursement requests shall provide documentation sufficient for COTPA to verify compliance with all Federal Requirements. Reimbursement will only be made for eligible Project expenses consistent with the Project scope of work incurred and paid by Sub-Recipient.
- D. COTPA agrees to make reasonably prompt reimbursement payment to Sub-Recipient upon the receipt of undisputed requests for eligible reimbursement, subject to the appropriation and availability of the federal funds.
- E. Reimbursement is subject to COTPA's receipt of federal funds adequate to carry out the provisions of this Agreement. COTPA may cancel the Project and associated work if COTPA determines that there will be a lack of adequate funding available for the Project. In such event, COTPA shall notify Sub-Recipient of the lack of adequate funding and the effective cancellation date in writing as soon as practical, and the cancellation shall be treated as a termination for convenience under Section 8(B)(1) of this Agreement. COTPA is not responsible for providing any funding to substitute for the federal funds in the event the grant is withdrawn or not provided for any reason. In the event the grant is closed, Sub-Recipient shall reimburse COTPA for any funds paid that were no longer available in the FTA grant award.
- F. Sub-Recipient understands and agrees that payment for any Project cost does not constitute COTPA's or FTA's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by Sub-Recipient of the terms of this Agreement. Sub-Recipient understands and agrees that COTPA or FTA may determine a cost was ineligible after it was paid and that under said circumstances Sub-Recipient will reimburse COTPA or FTA for those costs paid.
- G. This is a one-time grant award of Federal funds by COTPA to Sub-Recipient and does not imply or obligate COTPA to any future funding commitment.

- H. Any cost incurred before or after the term of this Agreement shall be ineligible for reimbursement. Any project funds not utilized by the termination date of this Agreement are automatically released from this Agreement and may be redistributed by COTPA for its own purposes, including but not limited to, making additional sub-awards.

## **6.0 REPORTING**

Sub-Recipient shall submit, in a form acceptable to COTPA, any and all data COTPA deems necessary to comply with the 49 U.S.C. Section 5310 grant requirements including but not limited to Quarterly Financial and Milestone reporting and National Transit Database obligations. Sub-Recipient agrees to and shall fully cooperate with COTPA in securing the required information for any and all required reporting. Sub-Recipient agrees to timely submit to COTPA or to a federal entity at the direction of COTPA all reports and data required by federal laws, regulations, and directives, this Agreement, and any other reports or data COTPA or FTA may specify.

## **7.0 SUB-CONTRACTORS**

- A. To the extent that Sub-Recipient uses subcontractors for the Project, Sub-Recipient shall include all applicable Federal Requirements in those contract terms, including any necessary provisions requiring such subcontractor to extend applicable Federal Requirements to its subcontractors to the lowest tier necessary.
- B. Sub-Recipient shall be solely responsible for the performance of all subcontractors and the fulfillment of all requirements of this Agreement. Sub-Recipient shall assure that each of its subcontractors fully and properly perform their work under the subcontract. Sub-Recipient shall pay its subcontractors on a timely basis, for and on account of work performed by such subcontractors, in accordance with the terms of the respective subcontracts and in accordance with applicable state and federal law. Sub-Recipient shall have sole responsibility for promptly settling any disputes between subcontractors and between the Sub-Recipient and any subcontractor.
- C. Unless otherwise agreed between Sub-Recipient and COTPA, Sub-Recipient agrees to require any subcontractors for the Project to provide and maintain at least the following types and amounts of insurance coverage:
  - 1. Workers Compensation Insurance: Worker's compensation and employer's liability insurance for the term of this Agreement as prescribed by the laws of the state of Oklahoma for all the subcontractor's employees employed at the site of the Project, and in case any work is sub-subcontracted, the subcontractor shall require the sub-subcontractor similarly to provide worker's compensation and employer's liability insurance for all the sub-subcontractor's employees, unless such employees are covered by the protection afforded by the subcontractor. In the event any class of employees engaged in work performed under this Agreement or at the site of the Project is not protected under such insurance

heretofore mentioned, the subcontractor shall provide and shall cause each sub-subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

2. **Commercial General Liability Insurance:** Commercial general liability insurance for the term of this Agreement, with limits of not less than \$175,000.00 per claimant for bodily injury, not less than \$200,000 for property damages per claimant, and not less than \$1,000,000.00 per occurrence, for bodily injury, personal injury, and property damage.
3. **Professional Liability Insurance:** Professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during the term of this Agreement and for a period of two (2) years after the final, formal acceptance of this Project by Sub-Recipient.

Sub-Recipient shall require any subcontractors to make the Sub-Recipient an additional insured without reservation or restriction on the Commercial General Liability Insurance policy. Sub-Recipient shall require any subcontractors to provide thirty (30) calendar days' advanced notice to Sub-Recipient prior to cancelation, change, reduction, suspension or lapse of the policy. All policies must be fully insured with any single policy deductible not exceeding \$25,000. All insurance must be from responsible insurance companies which are licensed to transact business in the state of Oklahoma and are acceptable to Sub-Recipient and COTPA.

- D. Sub-Recipient will keep COTPA apprised of any subcontractor disputes. Upon request of COTPA, Sub-Recipient shall provide COTPA with information regarding the status of subcontractor payments or disputes.
- E. COTPA has privity of contract with and will recognize only the Sub-Recipient.

## **8.0 ADDITIONAL CONTRACT TERMS**

- A. **Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an instrument in writing signed on behalf of each of the Parties hereto.
- B. **Termination.**
  1. **Termination for Convenience.** Either Party may terminate this Agreement by giving written notice to the other Party at least thirty (30) calendar days in advance. In the event RTA terminates this Agreement for convenience, COTPA may require RTA to return to COTPA any financial assistance received pursuant to this Agreement.
  2. **Termination for Cause.** COTPA may terminate this Agreement and withhold payments of funds following ten (10) calendar days written notice to the RTA if:



- i. RTA has breached or failed to perform any term or condition of this Agreement;
- ii. RTA has violated any Federal Requirements; or
- iii. RTA fails to make progress in the performance of the Project so as to endanger its performance.

Said notice shall include the basis for the termination. COTPA may but shall not be required to give RTA the opportunity to cure within the ten (10) days' notice. COTPA may require RTA to return to COTPA any financial assistance received pursuant to this Agreement.

C. **Assignability.** RTA shall not transfer, assign, pledge or sell this Agreement to any person or firm without written approval of COTPA, its agents, or designee, which shall not be unreasonably withheld.

D. **Auditing.** RTA agrees that upon request, COTPA, DOT, and the Comptroller General, or any of their representatives, shall have access to and the right to examine and inspect all records, documents, and papers, including contracts, related to the Project.

E. **Notice.** All notices, demands, requests, or other communications, which may be or are required to be given, served, or sent by either Party to the other pursuant to the Agreement, unless otherwise agreed upon by the Parties in writing, shall be in writing and shall be deemed to have been properly given or sent:

if intended for Sub-Recipient or RTA, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

Regional Transit Authority of Central Oklahoma  
Attn: Jason Ferbrache, Interim Executive Director  
2000 S May Ave  
Oklahoma City, OK 73108

if intended for COTPA, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

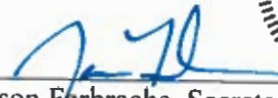
Central Oklahoma Transportation and Parking Authority  
Attn: Jason Ferbrache, Administrator  
2000 S May Ave  
Oklahoma City, OK 73108

F. **Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

- G. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.
- H. **Governing Law and Venue.** The parties expressly agree that this Agreement shall be construed and interpreted in accordance with the subject to the laws of the state of Oklahoma. Venue for all legal proceedings arising out of this Agreement shall be in the state or federal court with competent jurisdiction in Oklahoma County, Oklahoma.
- I. **Conflict of Interest.** No member of COTPA or any employee of RTA or the RTA's agents who exercise any function of responsibility in the review or approval of the carrying out of the work and services to be performed under this Agreement shall have any personal interest, direct or indirect, in any corporation, firm, or association, which has an interest in this Agreement.
- J. **Separate Entities.** COTPA and RTA shall remain separate legal entities, and no other or different legal or administrative entity is created by any cooperation and coordination of authority or responsibility of the Parties by this Agreement.

APPROVED by the Trustees of the Central Oklahoma Transportation and Parking Authority and signed by the Chairperson on this 3rd day of February, 2023.

ATTEST:


  
Jason Ferbrache, Secretary



Central Oklahoma Transportation  
and Parking Authority


  
Chris Kauffman, Chairperson

Reviewed for form and legality.

  
Josh Minner,  
Assistant Municipal Counselor

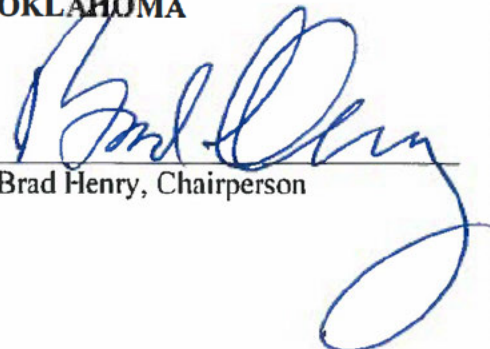
APPROVED by the directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 19th day of April, 2023.

ATTEST:

  
Marion Hutchison, Vice Chairperson



REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL  
OKLAHOMA

  
Brad Henry, Chairperson

REVIEWED for form and legality.

  
Joshua Minner  
Assistant Municipal Counselor

## **Attachment A Project**

Attached behind this page is a copy of COTPA's Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project.



**Regional Transportation Authority  
of Central Oklahoma**

## **REQUEST FOR PROPOSALS (RFP)**

**RTA ALTERNATIVES ANALYSIS FOR THE CENTRAL OKLAHOMA REGIONAL  
TRANSIT CORRIDORS TO PROMOTE ECONOMIC DEVELOPMENT AND EQUITY  
INCLUSION PROJECT**

**RELEASE DATE: October 3, 2022**

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## **REQUEST FOR PROPOSALS ALTERNATIVES ANALYSIS UPDATE**

The Regional Transportation Authority of Central Oklahoma (“RTA”) invites qualified firms or teams to submit proposals to provide consulting services in connection with RTA’s desire to complete an Alternatives Analysis for the Economic Development and Equity Inclusion Project (“EDEI Project”) for corridors in the Central Oklahoma Region.

### **I. OVERVIEW**

The Regional Transportation Authority of Central Oklahoma (“RTA”) seeks the assistance of a professional consultant team to conduct an Alternatives Analysis in the Central Oklahoma Region. The consultant will conduct an Alternatives Analysis (AA) on two corridors to identify the costs, benefits, environmental and social impacts, and financial feasibility of the corridors. The goals of this AA are to provide the necessary land use and transportation technical analysis including stakeholder and public outreach to support the selection by the RTA of Locally Preferred Alternatives (LPA) for the region.

The study is being funded with FTA planning funds and future activities will be supported with FTA discretionary grant funding, requiring the consultant to adhere to all applicable FTA Capital Investment Grant New Starts requirements.

### **II. ABOUT RTA**

The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing city councils of Oklahoma City, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

### **III. BACKGROUND**

In 2005, the region completed a Regional Fixed Guideway Study. That study identified potential transportation solutions that would improve connections among the greater Oklahoma City metropolitan region’s growth centers; employment centers including Tinker Air Force Base, OU Health Sciences Center, and the region’s colleges and universities; enhance economic development opportunities; improve mobility; expand transportation options and improve air quality.

In 2009, the Association of Central Oklahoma Governments (ACOG) initiated the Regional Transit Dialogue, a visioning process to determine the desire for expanded and enhanced regional public transportation, in cooperation with local partners. The RTD engaged local, elected officials; policy stakeholders; transit advocates; private sector leaders, and the general public to articulate how transit can serve the region in the years and decades to come. It built upon the recommendations from the 2030 Systems Plan outlined in the Fixed Guideway Study. Also, in 2009 Oklahoma City citizens voted in favor of MAPS 3, a sales tax-financed public works program, which included a \$135 million streetcar system. That system had first been conceived in the Fixed Guideway Study of 2005. More than 10 years later, with 4.9 miles of rail laid, streetcar service commenced in Oklahoma City to great fanfare in December 2018. Eventually, the streetcar will serve as an intricate



part of a comprehensive, regional transit system and will work in coordination with express buses and commuter rail.

In 2010, ACOG partnered with the Central Oklahoma Transportation and Parking Authority (COTPA), the City of Oklahoma City, and the Oklahoma Department of Transportation (ODOT) on an Intermodal Transportation Hub Study. The study involved a two-tier evaluation process that began with ten potential hub locations along major rail lines within downtown Oklahoma City. That study, which was completed in 2011, culminated in the selection of the Santa Fe Station as the regional transportation hub. A total of \$28.4 million was spent to restore and renovate the art deco structure and transform it into a transit hub to serve passenger trains, the new streetcar system, city buses, taxis and bicycle and ride-sharing services.

In February 2013, ACOG initiated the Commuter Corridors Study (“CCS”) to evaluate the three transportation corridors: the north corridor between Oklahoma City and Edmond; the east corridor, connecting Oklahoma City Del City, and Midwest City (Tinker Air Force Base), and the south corridor connecting Oklahoma City, Moore and Norman. The study was completed in 2015 and approved by ACOG’s Intermodal Transportation Policy Committee that same year. The study provided in-depth analysis of potential alignments, technologies, ridership forecasts and estimated costs. Although the CCS culminated in the selection of a locally preferred alternative (“LPA”) for each corridor, the LPAs were never adopted into a financially constrained transportation plan.

In 2015, six local mayors signed a historic memorandum of understanding memorializing the creation of a Regional Transit Authority Task Force for Central Oklahoma. That task force was charged with developing the RTA for the region. In the years following the signing of the MOU, 2016-2018, the task force worked on RTA development including governance models; board representation and structure; voting protocols; district boundaries, and much more. In late 2018, the city councils of the six municipalities (Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City) (the initial beneficiaries) approved a Trust Agreement and Indenture creating the RTA as a public trust. The Trust Agreement and Indenture was filed with the Oklahoma Secretary of State on February 20, 2019, thus creating a regional transportation district to be governed by the Regional Transportation Authority for Central Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. The Trust Agreement and Indenture is in the process of being amended and restated to reflect the current beneficiaries of Oklahoma City, Edmond, and Norman and restate the weighted voting protocols.

## **A. Previous Regional Transit Studies**

There have been several transit studies conducted in the Central Oklahoma Region. The studies are available for review at [www.rtaok.org](http://www.rtaok.org).

## **B. Studies Currently Underway**

After more than a decade of transformative growth, the Regional Transportation Authority (RTA) of Central Oklahoma has created a Transit System Plan for its member cities: Del City, Edmond, Moore, Norman & Oklahoma City. This is a major milestone towards coordinated regional transit to complement and connect local transit with regional mobility options. The Transit System Plan is a long-term guide for the region’s transportation policies, investments, and projects. It identifies projects that align with the region’s goals and community input by leveraging previous studies and plans. It solidifies a vision for regional transit solutions to work toward in the future. Now that the Transit System Plan is completed, we are now advancing into an Alternatives Analysis that will evaluate corridors, type of transit, and station locations.

The RTA currently has two corridors under study: The North/South Corridor and the East Corridor.

The North-South corridor is in the BNSF right-of-way serving the region through the communities of Edmond, Oklahoma City, and Norman. The alignment and transit mode have not been finalized yet and are dependent upon RTA and BNSF reaching an agreement. RTA and BNSF are exploring this alignment option as a possibility, however, and BNSF is working to determine if the commuter service will be compatible with the freight obligations at this time. Currently, the project team is studying the type of commuter rail operation that best meets the needs of the community. Station locations will also be considered maximizing ridership and efficiency and the placement of an operations and maintenance facility.

High-capacity transit services of all types are being studied to serve the region through the east corridor communities from Oklahoma City to Tinker Airforce Base. This corridor is being fully examined for mode and alignment. The RTA will consider community demographics, travel patterns, and needs that influence the types of transit that will best-serve the corridor.

The RTA anticipates selecting a Locally Preferred Alternative for the North/South corridor and the East Corridor prior to June 30, 2023.

### **C. Alternatives Analysis for Transit Corridors to Promote Economic Development and Equity Inclusion Project**

The Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project ("EDEI Project") will conduct an Alternatives Analysis of two regional transit corridors in the Oklahoma City metropolitan area. Multiple transportation options will be reviewed in each corridor, including rail, highway, and arterial streets.

The two corridor locations that will be studied as part of the EDEI Project are an Airport Corridor and a West Corridor. The Airport Corridor will connect Downtown Oklahoma City to the Will Rogers World Airport. This corridor travels southwest of downtown and includes multiple arterial streets with active and high-ridership bus service, an active BNSF rail segment, as well as an abandoned rail corridor. The West Corridor will study connections from Downtown Oklahoma City west towards the cities of Yukon and Mustang in its study area. This corridor parallels portions of I-40, Reno Ave, and an active Union Pacific rail corridor, each of which will be reviewed in the analysis.

Both corridors provide the opportunity for new regional transit connections that do not currently exist, greatly benefitting transportation access, as well as economic development opportunities. The potential for new transit services to utilize the recently renovated Santa Fe Station in Downtown Oklahoma City will be included in the review of each corridor.

## **IV. SCOPE OF WORK**

*The scope of work presented here is intended to be an outline of work expected to be completed by the consultant. It is not intended to be a final scope and should be refined further through the proposal process and the negotiation process.*

As part of this Scope of Work, the Consultant will be required to consider the impact the proposed alternatives have on minority, elderly, and low-income populations. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d). It will be important to consider these

impacts when conducting an analysis of proposed transportation solutions.

## **A. Project Management and Coordination Meetings**

### **1. Project Management Plan**

The consultant shall prepare a detailed Project Operations Plan (POP) which will consist of a detailed description of tasks to be undertaken in the work program, a labor and cost budget for each task, a project schedule, a quality control/quality assurance plan, and project administrative procedures. This POP will serve as the guide for all aspects associated with management of the project and will apply to all of the consultant team members and their staffs.

#### Activities:

- Submit draft POP to RTA for review and comment
- Receive comments and revise draft as required
- Distribute final POP controlled document to RTA

#### Deliverables:

- Draft POP
- Electronic copies of a POP document, two weeks after receipt of comments, containing all elements, including a detailed description of tasks to be undertaken in the work program, a labor and cost budget for each task, a project schedule, a quality control/quality assurance plan, and project administrative procedures

### **2. Project Management Meetings**

Per the POP, the consultant project manager shall meet with the RTA Owner's Representative and appropriate project team members including appropriate sub consultants (collectively the "Project Management Team or PMT"), to coordinate activities, review progress and budget, identify issues and courses of action needed to resolve those issues.

#### Activities:

- Monthly coordination meetings with RTA Owner's Representative and PMT members and others necessary to report and discuss project status and identify and resolve issues
- Develop action item lists that identify issues and the entity responsible for resolution
- Prepare and distribute meeting minutes
- Provide a monthly updated status list of task deliverables

#### Deliverables:

- Meeting minutes within five calendar days
- Materials for project and issues meetings as required
- Status list three days prior to scheduled coordination meetings

### **3. Project Coordination / Documentation / Correspondence**

The consultant shall prepare and implement, consistent with the POP, a document control system for the project. The consultant shall prepare and distribute incoming and outgoing correspondence and maintain a project filing system.

#### **Activities:**

- Establish the document control plan and office procedures
- Provide administrative services support to consultant team members
- Establish central project filing system and library
- Prepare issue tracking documentation
- Maintain master schedule

#### **Deliverables:**

- Document Control Plan and Office Procedures
- Project Participant Directory
- Document Control System

### **4. Monthly Reporting / Invoices**

The consultant shall prepare and submit monthly progress reports on a scheduled basis including:

- Estimated percentage of work completed and budget expended per major task
- Schedule activity report
- Work activities anticipated for following month for major tasks
- Existing and anticipated issues/problems that may affect the budget, schedule or work products
- Updated project schedule with milestones and deliverables
- Monthly invoices documenting project costs and remaining budget by major task.
- Periodic reporting to the Federal Transit Administration as required by the RTA Raise Grant Agreement.

#### **Activities:**

- Prepare monthly invoices and progress and schedule reports
- Review monthly invoices and progress reports of subconsultants
- Prepare monthly invoices and progress reports for the project team
- Prepare and update project schedules with milestones and deliverables

#### **Deliverables:**

- Monthly invoice and supporting documents.
- Monthly progress and schedule report.
- Report to FTA as required by RTA Grant Agreement.

### **5. Quality Assurance / Quality Control**

The consultant and all subcontractors shall prepare a Quality Assurance Plan. The consultant team will comply with the Consultant's Quality Assurance Plan by designating Quality Assurance/Quality Control reviewers for each major deliverable provided to RTA.

Documentation of the QA/QC reviews will be available to for RTA review. Each QA/QC reviewer will have experience in the required discipline area for each major deliverable.

Activities:

- QA/QC review of major project deliverables
- Document QA/QC comments and disposition for project files
- Respond to RTA QA/QC audits as required

Deliverables:

- QA/QC stamped deliverables

## **6. Project Control System**

The consultant team will develop a project control system to include document/record management, meeting notifications and minutes, submittal and approval of project deliverables, and invoice processing.

## **B. Public Participation**

RTA desires to involve all regional stakeholders in the process of preparing the EDEI Alternatives Analysis. RTA seeks a consultant team that has a proven track record of engaging communities in the discussion of high capacity transit. The consultant must have the skills not only to vision with the communities about what they would like to see, but ultimately to communicate the trade-offs in terms of transportation investments during the AA process.

### **1. Public Involvement Plan**

During the Alternatives Analysis phase, the consultant will prepare a public involvement plan (PIP) and develop and implement a public involvement approach. RTA will work closely with the consultant to develop an appropriate PIP and will be involved closely with implementation of the plan. The consultant will provide support for the approach, development, and implementation of any public involvement efforts. The PIP will build upon previous activities in the corridor. The PIP will identify roles and responsibilities for each type of activity and will work closely with the Stakeholder Advisory Committee. The consultant shall support the identification of and the communication to minority and ethnic populations along the corridor, provide outreach strategies for populations with Limited English Proficiency (LEP), and support the PIP through the preparation of technical materials for public meetings and attendance at meetings.

Activities:

- Prepare Public Involvement Plan

Deliverables:

- Public Involvement Plan

### **2. Public Outreach**

During the course of the Alternatives Analysis, the consultant will conduct a number of public meetings to present information to the general public, as well as to receive input. The consultant will coordinate with the Stakeholder Advisory Committee to hold a series

of public workshops for the Alternatives Analysis. These workshops should inform participants on the study and allow feedback on proposed transit technologies, alignments, and community impacts. The consultant shall assist the Stakeholder Advisory Committee in preparing for these meetings, presenting technical information (when requested), and documenting the meetings. The consultant will attend a wide range of public meetings, including public open houses, station/station area planning meetings, and meetings of the RTA upon request. The consultant may be required to attend and participate in additional meetings with the cities that comprise the RTA.

Activities:

- Develop outreach strategies for a diverse population base of senior citizens, minority and ethnic population groups, and LEP population groups
- Develop outreach strategies for city staff in each of the RTA member cities
- Prepare technical information, as needed
- Prepare minutes/summaries of each meeting attended
- Provide support staff for public engagement

Deliverables:

- Agendas, graphics, other presentation materials (including PowerPoint), sign-in sheets, and handouts, as required, for open house.
- Minutes/summaries of each meeting.

### **3. Content Management**

The consultant will be responsible for setting up a project website with a Content Management System component so RTA staff may easily update information on meetings and disseminate project information, maps, reports, etc. This website will be used throughout the project duration as a supplemental means to inform the general public and to receive public input. Newsletters and other public information materials will be presented on the website. RTA will have final editorial review of all digital, print and social media content related to the project.

Activities:

- Generate website and supporting electronic materials as required to support overall public involvement objectives.
- Prepare draft text and graphics as needed for print, online, or social media content. Materials should be translated into languages as appropriate for populations with LEP.
- Revise draft newsletters and prepare final text, graphics, and tables for each of the newsletters
- Review the final newsletter before posting on website and printing and distribution by RTA.

Deliverables:

- As needed, base information and updates suitable for insertion into the web pages and social media platforms.

## **C. Alternatives Analyses**

RTA seeks a consultant with experience with AA preparation and a demonstrated track record working with the Federal Transit Administration to prepare an Alternatives Analysis and Locally Preferred Alternatives for the EDEI Project. The AA process is defined in detail and must be carried out with excellent technical skill and constant communication with FTA to be successful. A successful consultant will demonstrate knowledge of the AA process and aptitude regarding the technical analyses needed to produce a technically sound AA. It is important that the Alternatives Analysis process follow guidance that FTA publishes regarding New Starts and Small Starts requirements. The LPA that results from this study should have all the elements required by FTA to advance into NEPA and the New Starts process and position the project to be eligible for FTA discretionary grant program funds.

Work elements for the AA would include, but are not limited to:

### **1. Project Initiation**

The consultant will coordinate with the RTA Owner's Representative to schedule a kick-off meeting with the project management team and identify relevant issues for the AA process based upon an initial review of existing documents, corridor conditions, and technical advisory committee input. A tour of the corridors will also be included.

#### Activities:

- Schedule Kick-Off Meeting

#### Deliverables:

- Meeting Minutes

### **2. Develop Problem Statement, Goals, Objectives and Evaluation Criteria**

The consultant will define the initial problem statement, goals, objectives and evaluation criteria based upon FTA guidance. The problem statement, goals, objectives and evaluation criteria will create the framework for the development and evaluation of alternatives and the content of the AA.

#### Activities:

- Identify areas of effect for each of the social, economic, environmental and transportation issues or resources
- Present problem statement, goals, objectives and evaluation criteria to RTA
- Develop an understanding of existing developments, recent and approved /pipeline developments and adopted plans
- Prepare minutes of any meetings
- Prepare draft document of problem statement, goals, objectives and evaluation criteria
- Prepare materials for public meetings

#### Deliverables:

- Land use evaluation map(s) that shows adopted land use and potential needs/impacts.
- Document presenting the problem statement, goals, objectives and



evaluation criteria.

### **3. Assessment of Alternatives**

This task will focus on alternative definition. Feasibility of alternatives will determine alternatives to be taken to further development. This task will document alternatives to undergo more detailed evaluation.

#### Activities:

- Develop Evaluation Criteria
- Establish goals and objectives
- Station location analysis
- Assess Social, Economic, Environmental and Transportation Issues.
- Conduct analysis of the impacts of alternatives on Neighborhood Character, Health, Affordable Housing, Access to Employment, and Household Transportation Costs
- Assess Alternatives
- Define Alternatives
- Prepare inputs for the travel demand model

#### Deliverables:

- Technical Memorandum: Refined definition of alternatives
- Technical Memorandum: Refined conceptual capital and operational cost estimates

### **4. Travel Demand Modeling**

Consultant will review regional travel model for applicability to the transit systems planning and alternatives analysis activities. Consultant will conduct a series of tests to ensure the model outputs, particularly those related to the transit mode choice (i.e. ridership), are reasonable. Consultant may suggest improvements to the entire model or to specific components of the model, utilizing any or all approaches feasible within a reasonable scope to project future transit ridership and user benefits. These improvements may include, but are not limited to, the travel model's structure or parameters; zones or districts; and roadway/transit network refinements. If required and warranted in the course of the analysis, the consultant may use and document alternative or supplemental methodologies to finalize corridor level forecasts.

Throughout the process the consultant shall provide RTA with data analysis steps and document assumptions made in travel demand modeling or any other data analysis. Travel demand model input and output data shall be made available to RTA. All GIS data used shall also be made available to RTA. It is of utmost importance that the data used in the study be readily available and documented thoroughly so that FTA and RTA can reproduce the results in the Alternatives Analysis.

#### Activities:

- Review future land use assumption inputs into the travel model
- Understand the proposed corridors and their compatibility with transit-supportive land uses (e.g., higher density housing, mixed use developments, campuses, etc.)
- Prepare a series of GIS maps showing land use densities by type (e.g., employment, households, etc.)



- Confirm operating costs using planning level analysis.
- Create a reasonable course of action for producing a final product that can interact with the FTA transit ridership evaluation tool Simplified Trips-on-Project Software (STOPS), and for producing (and preserving) forecasts that will be acceptable to FTA for a New or Small Starts project evaluation
- Interact with FTA and RTA as needed in this process.

Deliverables:

- GIS maps showing land use densities by type
- Technical Memorandum regarding service headways
- Technical Memorandum regarding operating costs
- Ridership forecasts that determine the projected ridership based on the travel demand model and any reasonable assumptions concerning land use, economic development, or job growth.

## **5. Refine Transit Alternatives**

During this analysis, the consultant will develop a work session with RTA to refine the transit alternatives. The full range of information developed will be assessed based on land use, ridership, cost, political, environmental, and engineering issues.

Activities:

- Refine the identification of the areas of effect for each of the social, economic, environmental, and transportation issues or resources
- Evaluate the refined benefits and impacts of the alternatives based on the assessment methodologies
- Identify the methodology for assessing the detailed effects of the alternatives on existing and proposed infrastructure as well as the environment
- Refine evaluation criteria and measures of effectiveness based on the project goals, objectives, and purpose and need
- Assess the benefits and impacts of the refined alternatives
- Summarize the effects in an evaluation matrix and develop a set of findings and conclusions
- Conduct Work Session with RTA to discuss the finding of the assessment.

Deliverables:

- Technical memorandum describing draft assessment areas and methodologies
- Memorandum summarizing the evaluation criteria and measures of effectiveness for engineering and environmental assessments
- Evaluation matrix outlining benefits and impacts

## **6. Station Location Analysis**

The purpose of this task is to determine the number and locations of stations, and complete station site selection to include alternate station site locations and all aspects of preliminary station planning. The consultant will coordinate this task with cities in the

RTA service area in order to develop/access station area principles, station location evaluation criteria, and station area planning guidelines. Additionally, the consultant will provide a corridor real estate analysis.

Activities:

- Develop transit engineering station location evaluation criteria and measures for each station
- Review criteria with RTA and affected cities
- Incorporate public input into station location evaluation criteria
- Review station locations with RTA and revise as necessary
- Conduct workshops to review preliminary station location recommendations
- Prepare a station location report identifying platform locations

Deliverables:

- Station location report
- Engineering station location evaluation criteria

## **7. Document Station Elements and Site Envelope**

The consultant shall develop basic station requirements, or programs, for each potential station. These program elements will define the expected functional role for each station (i.e. walk-up, transfer center, or park-and-ride) and program elements that will define each station's site envelope (parking, storm water, major access points, system components) for impact assessment.

Activities:

- Prepare program elements and station envelope for each station
- Ensure that station locations are closely coordinated with land use planning efforts from the affected cities

Deliverables:

- Technical Memorandum identifying preliminary station program elements. These program elements will define the expected functional role for each station (i.e. walk-up, transfer center, or park-and-ride) and identify technical requirements for platform locations, bus bays and bus circulation areas, kiss- and-ride spaces and the number of park-and-ride spaces as appropriate to each station.
- Station envelope concept plans.
- Visualizations, Renderings and Graphics detailing the alternatives

## **8. Develop Operational Plans**

Develop operational plans for the alternatives that advance from the screening process. The operational plans shall include:

- i. Service standards
- ii. Station locations
- iii. Travel times
- iv. Headway (by time period)
- v. Fare structure

- vi. Hours of service
- vii. Type of vehicles
- viii. Number of vehicles required
- ix. Peak load capacity
- x. Vehicle miles travelled
- xi. Vehicle hours travelled

Activities:

- Develop operational plans

Deliverables:

- Operational plans

## **9. Evaluate Cost, Benefits, and Impacts**

The consultant will evaluate all reasonable alternatives in each corridor. The evaluation of the costs, benefits, and impacts should focus on trade-offs between alternatives and provide the information in an easy-to-understand format so the RTA board of directors may comprehend the differences between alternatives. The evaluation will emphasize for each alternative how the alternative rates under the FTA benefit-cost analysis for qualifying for discretionary grant funding. The consultant will provide capital and operational cost estimates for the recommended LPAs in the FTA's Standard Cost Categories and include a sensitivity analysis of factors impacting financial projections.

Activities:

- Develop cost estimates
  - o Provide capital and operational cost reports for the EDEI Project Corridor LPAs.
  - o Estimates should include costs associated with LPA corridor preservation.
  - o Estimates will include costs for facilities, systems and equipment, rights-of-way and RTA allowances (soft costs).
  - o Facilities costs will be comprised of guideway, stations, parking/roadways, major structures, surface modifications, and trackwork.
  - o Systems and equipment will include rolling stock, power supply, electrification and distribution, signals and communications, and fare collection.
  - o RTA allowances will contain costs for administration, project management, construction management, community relations and involvement, insurance/legal, start up and testing, and training.
- Establish cost database
  - o Consultant shall revise the capital/operational cost estimates depending on the refinements of alternatives and variations developed during the design process.
- Prepare Capital Cost Reports
- Prepare Operating Cost Reports
- Set up cost change documentation mechanism, including establishing baseline cost for corridor LPA
- Develop other cost estimates on an as needed basis for analysis purposes during the design process.

Deliverables:

- Initial, interim and final Capital and Operating Cost Reports

- Cost change tracking mechanism and cost baseline for corridor LPA

## 10. Locally Preferred Alternatives

This task will develop final detailed alternatives that will be the basis for a formal recommendation to RTA with the purpose of an LPA selection and adoption into a financially constrained transportation plan.

### Activities:

- Document refined detailed definition of alternatives

### Deliverables:

- Technical Memorandum: Refined detailed definition of alternatives with stations
- Rail operations plan
- Maintenance facility locations
- Corridor preservation strategies
- Health assessment and household transportation costs of the final alternatives
- Visualizations, renderings and graphics detailing the alternatives

## V. Anticipated Timeline

October 3, 2022	Issue Request for Proposals – First Advertisement Date
October 10, 2022	Second Advertisement Date
October 19, 2022 2:30 p.m. – 3:30 p.m.	Pre-proposal conference, RTA, 431 W. Main St., Suite B, Oklahoma City, OK 73102. Attendance is encouraged, but not a requirement for proposal. This meeting will also be available virtually +1 (405) 534-4946 Phone Conference ID: 654 379 543#. All callers on the conference call will be muted but may submit questions in writing until 5:00 p.m. on October 19 to <a href="mailto:info@rtaok.org">info@rtaok.org</a> .
October 19, 2022 5:00 p.m.	Questions regarding proposal due
October 21, 2022 5:00 p.m.	RTA will post responses to questions at <a href="http://www.rtaok.org">www.rtaok.org</a>
October 31, 2022 5:00 p.m. CST	<b>PROPOSALS DUE</b> electronically to <a href="mailto:info@rtaok.org">info@rtaok.org</a>
November 2, 2022 9:00 a.m.	Technical Advisory Committee and Evaluation Committee will narrow submissions using the evaluation criteria to a short list of qualified consultants
November 4, 2022 5:00 p.m.	RTA to announce short list of qualified candidates
November 16, 2022 9:00 – 2:00	RTA to conduct interviews with short listed consultant teams
November 28 – December 2, 2022	Contract negotiations with selected consultant
December 14, 2022	RTA to announce selection of consultant

January 18, 2023 2:30 p.m.	RTA Board Meeting/Selected Consultant Kick Off Meeting (pending availability of federal grant funding)

## VI. Consultant Requirements

1. All communications, of any nature with respect to this RFP, shall be to Owner's Representative. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the RTA Board of Directors, the Evaluation Committee, or RTA/COPTA staff.
2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract, where the decision or action can have an economic or other impact on the interests of a regulated or affected organization. This statement will not count toward the page limit.
3. Respondent will conform to all applicable state and federal regulations (See "Exhibits").
4. The most qualified respondent will be requested to submit a cost proposal for commencement of the negotiation process. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The respondent must be prepared to provide, upon request, specific detail of estimated costs (direct labor, fee, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. In the event agreement cannot be reached with the respondent within a reasonable amount of time as determined by the RTA, negotiations will be terminated, and the next most qualified respondent will be contacted.
5. In the event there is a single response to this RFP and said respondent meets all of the requirements of the selection process, a detailed cost proposal shall be requested from the single proposer. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The respondent shall provide, upon request, specific detail of estimated costs (direct labor, fee, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. In the event an agreement cannot be negotiated with the single respondent in a satisfactory manner, RTA will terminate the negotiations and may re-solicit.
6. Subject to applicable laws and RTA policy, financial information required to be submitted with cost proposals to establish financial responsibility and other financial data, such as wages, overhead rates, shall be handled as confidential and utilized only as a basis for proposal evaluation. Reasonable efforts will be made to avoid disclosure except as necessary for evaluation. All information provided by respondents to be considered confidential or proprietary must be so labeled at time of submittal.
7. Performance under a contract awarded pursuant to this RFP is estimated to commence January 18, 2023, and shall remain in full force and effect until completion of the project

no later than March 31, 2024.

8. Respondents agree to permit access to financial records for a pre-award audit to verify the accuracy of financial data, should RTA determine that such an audit is required prior to negotiations or award of contract.
9. This RFP, its addenda, along with all documents provided by the successful respondent will become part of the awarded contract and subject to the terms and conditions of the contract.
10. The award of a contract is subject to funding availability. RTA makes no representations that a contract will be awarded as a result of this solicitation. RTA reserves the right to waive any minor irregularities that may be contained in this RFP. RTA reserves the right to reject all responses and re-solicit or cancel this procurement if deemed by RTA to be in its best interest, without indicating any reasons for such action.
11. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. RTA assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each respondent shall hold RTA harmless and free from any and all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.
12. All contracts, subcontracts, and purchase orders resulting from this Request for Proposals will contain all State and Federal contract provisions required by law.
13. Respondent will be responsible to ensure all personnel proposed are qualified through training, experience, and appropriate certification for the tasks assigned.
14. Key personnel are those individuals specifically identified in the Consultant Proposed Staffing Plan as being set forth to effectively manage all aspects of the work in a quality, timely and efficient manner. When respondent list key personnel, the respondent is agreeing to make the personnel available to complete work on the contract at whatever level the project requires.
15. Proposals and their content become property of RTA and are treated as non-public records until the contract has been executed by all necessary officials of the respondent and RTA. The proposal of the successful respondent will be open to public inspection for a period of one year after the contract has been executed.
16. As part of the proposal evaluation, RTA may provide constructive criticism of the proposals submitted for this project. Debriefing information may consist of scores of the first-ranked respondent's proposal/interview and the scores, strengths and weaknesses of the respondent's own proposal/interview. Respondents may contact the RTA Owner's Representative for a formal debriefing.
17. Notice to Proceed will be issued by RTA Owner's Representative after contract execution. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.
18. All protests with respect to this solicitation must be in writing and received by RTA within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:

RTA Owner's Representative  
Kathryn@HolmesAssociatesLLC.com

19. Respondent agrees to maintain: a) occurrence type Commercial General Liability Insurance in the minimum amount of \$ 1 Million at all times during the life of this Agreement; b) automobile insurance covering owned, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage; and c) Professional Liability Insurance in the minimum amount of \$1 Million per occurrence \$2 Million aggregate; and d) Workers' Compensation insurance or a waiver conforming to the appropriate states' statutory requirements covering all employees of respondent, and any employees of its sub-consultants, representatives, or agents as long as they are engaged in the work covered by this Agreement or such sub-consultants, representatives, or agents shall provide evidence of their own Worker's Compensation insurance.
20. This is a Qualifications Based Selection process based on United States Code Title 40, Chapter 11, Section 1101-1104 Selection of Architects and Engineers, otherwise known as The Brooks Act). Consultant fees are not a factor in the ranking of respondents to provide the requested services.
21. Respondent's proposal should include information about Disadvantaged Business Enterprises (DBEs) and estimated percentage of participation in this proposal by qualified DBEs. A good faith effort must be made to incorporate DBEs into the proposal. A list of qualified DBEs for Oklahoma can be found at: [http://www.okladot.state.ok.us/dbeinfo/dbe\\_dcf\\_index.htm](http://www.okladot.state.ok.us/dbeinfo/dbe_dcf_index.htm)
22. All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the parties represented.

## VII. Proposal Instructions and Guidelines

The following table outlines the proposal instructions and guidelines. Any penalty or disqualification actions are clearly identified in the table. Violations that do not result in a penalty or a disqualification action may still affect the consultant's overall proposal score as part of the evaluation process.

Proposal Instructions and Guidelines		
Instruction	Description of Requirement	Violation Penalty or Disqualification
Page Limits	The maximum allowable number of pages for the proposal is 10. <b>The Cover Page (Attachment A), Consultant Proposed Staffing Plan (Attachment E), resumes, and section divider tabs</b> do not count toward the page limitation.	Additional pages will be removed
Page Sizes	Allowable page size is 8 ½ x 11.	Pages violating size requirement will be removed
Consultant Proposed Staffing Plan	Provide a copy of the <b>Consultant Proposed Project Team organizational chart</b> with no additional information beyond that which is required.	If additional information is provided, the Staffing Plan will be removed
Margins	Provide one-inch (1") margins throughout the proposal; consultant name/logo and page headers/footers may be within the margins	Guideline
Font and Line	Use a 10-point [or greater] Arial or Times New	Guideline

Spacing	Roman font	
PDF Submission	Send proposals via e-mail in PDF format to <a href="mailto:info@rtaok.org">info@rtaok.org</a>	Guideline
Proposal Deadline	Send proposals to <a href="mailto:info@rtaok.org">info@rtaok.org</a> prior to 5:00 P.M Central Time on deadline date.	Disqualification
Interviews	If interviews are required, attend the date and time instructed by RTA Owner's Representative	Disqualification
Fee Discussion	Submit a proposal without any reference to consultant fees on this project or any past, present or future project	Disqualification
Cover Page	Provide a complete <b>Cover Page</b> , including a signed, verbatim acknowledgement as identified in <b>Attachment A</b> .	Disqualification
DBE Goal	While there isn't a current DBE goal, we encourage all certified DBE contractors to apply. All prime contractors are encouraged to visit <a href="https://okdot.gob2g.com/">https://okdot.gob2g.com/</a> to see ODOT's DBE database for an up-to-date list of available DBEs should they need any subcontracting work.	Guideline
Required Forms	Submit all <b>Required Forms</b> , as identified in <b>Attachments A-E</b> .	Disqualification

1. Evaluation Team: The Evaluation Team members will receive copies of each responsive proposal submitted. They will review and score the proposals individually based on the evaluation criteria identified in Section VIII (Proposal Requirements and Evaluation Criteria) and submit their scores and comments to the RTA Owner's Representative. RTA Owner's Representative will tally and compile the scores and comments.

The Evaluation Team will then meet to discuss the proposals and comments from individual Evaluation Team members and determine whether interviews are necessary or whether the selection may be made based on the average scores from the proposals. Final proposal score results are the average of voting Evaluation Team members' scores.

2. Selection Interviews: RTA reserves the right to make the selection based on the proposal scores. However, if the Evaluation Team determines it is necessary to conduct interviews in order to make a selection, the Evaluation Team will develop the format of the interviews and provide instructions on the interview format to each consultant invited to participate.

Interviews will take place in the event the first-place ranking is a tied score for two or more consultants, or other extenuating circumstances. If the Evaluation Team determines interviews are necessary, project-specific topics will be provided to each team that is invited to participate in the interview process. Proposal scores will be carried over and will be weighted at 30% of the final score. The remaining 70% of the final score will be based on the interview.

3. Selecting by Consent (SBC): The SBC process will be used to score the interview. SBC is a scoring process that aids the Evaluation Team in developing final ranking through a collaborative process. In this process, each segment and question of the interview is weighted in advance during the Evaluation Team Meeting. After the interviews are conducted, the Evaluation Team scores each segment and question by "consent". Consent is defined as the willingness of all Evaluation team members to accept a decision reached by a collaborative process.
4. Qualitative Assessment Guidelines: Through the scoring process (for proposals and interviews) the Evaluation Team will use the following Qualitative Assessment Guidelines



when scoring. These guidelines are used to help ensure consistency in scoring.

Qualitative Assessment Guidelines	
9-10	The proposal demonstrates a complete understanding of the subject and qualifications that significantly exceed expectations and the stated requirements. Proposal contains many strengths and minor weaknesses, if any.
6-8	The proposal demonstrates a strong understanding of the subject and qualifications that exceed expectations and the stated requirements. Weaknesses, if any, are minor. Proposal contains strengths that outweigh the weaknesses.
3-5	The proposal demonstrates an adequate understanding of the subject and qualifications that meet expectations and the stated requirements. Proposal contains strengths that are offset by the weaknesses.
1-2	The proposal demonstrates a vague understanding of the subject and qualifications that fall below expectations and the stated requirements. Proposal contains weaknesses that outweigh the strengths.
0	The proposal is unacceptable. The proposal fails to meet expectations and the stated requirements. Proposal contains many weaknesses and only minor strengths, if any.

## VIII. Proposal Requirements and Evaluation Criteria

1. The proposal should be organized with the following sections:
  - a. Cover Page (Attachment A)
  - b. Consultant Proposed Staffing Plan (Attachment B)
  - c. Project Team
  - d. Key Personnel Resumes
  - e. Capability of the Firm(s)
  - f. Approach to the Project
  - g. Required Forms (Exhibit 1)
2. Proposal Section Requirements and Evaluation Criteria:
  - a. Cover Page. The Cover Page is one page. It may be on the Prime consultant's letterhead and will consist of the information in **Attachment A** with no additional information. The information is not required to be in the exact format in Attachment A, as long as each item of requested information is presented, with no additional information. Proposals will be considered non-responsive and will be disqualified if the Cover Page is not attached to the proposal; if the acknowledgement is not included on the Cover Page; and/or if there is additional information included on the Cover Page. No evaluation points are assigned to this section and the Cover Page will not count as one of the allowed pages.
  - b. Consultant Proposed Staffing Plan. The consultant is expected to provide a Consultant Proposed Staffing Plan in the form of **Attachment B**. The staffing plan must identify the certification and education levels of the individuals proposed for use on the contract, including sub-consultants' personnel. When consultants list key personnel on the proposed staffing plan, the consultant is agreeing to make the personnel available to complete the services in the contract at whatever level the project requires. The Consultant Proposed Staffing Plan must be included in the proposal but will not count as one of the allowed pages. No other information is allowed on these pages. If additional information is provided, the staffing plan will be removed. No evaluation points are assigned to this section.
  - c. Project Team. The Evaluation Team will evaluate how well the qualifications and

experience of the proposed project team members related to the specific project. The Evaluation Team will score proposals based upon the following criteria:

<b>% of Section Total</b>	<b>Project Team Section Criteria</b>
15	Project Team organization charts including sub-consultants. Identify consultants and individuals that will be providing key services on the project (including all technical expertise necessary to perform the outlined scope of work).
50	Describe the qualifications, experience, and availability percentage of key personnel on your proposed project team. Correlate the qualifications and experience with the scope of work. Submit a one-page resume for each individual identified as key personnel.
35	Provide a table of projects <b>completed</b> by team members during the last ten years. The table headings should include the following items. Columns may be combined in order to consolidate information. <ul style="list-style-type: none"> <li>• Name of Project Manager/Team Member(s)</li> <li>• Year</li> <li>• Type of Project</li> <li>• Project Name</li> <li>• Project Location</li> <li>• Project Description</li> <li>• Project Used to Secure Federal Discretionary Funding</li> <li>• Services Performed/Specific Project Role</li> <li>• Client</li> <li>• Reference Contact and Telephone Number</li> </ul>
<b>40</b>	<b>Maximum points available for this section of the proposal (out of 100).</b>

- d. Capability of the Firm(s). The Evaluation Team will evaluate the protect team firm(s) capability to perform the work. The Evaluation Team will score proposals based upon the following criteria:

<b>% of Section Total</b>	<b>Capability of the Firm(s) Section Criteria</b>
40	Describe your project team firms' capability, experience and unique qualifications to perform the specific type of work identified in the scope of work.
20	Discuss the logistics relating to how the project team firms will provide the services requested.
40	Choose a similar project identified in the project team section and discuss in detail what how the project team firms contributed to the project's success.
<b>35</b>	<b>Maximum points available for this section of the proposal (out of 100).</b>

- e. Approach to the Project. The Evaluation Team will evaluate how well you have planned a basic course of action, what alternatives and/or preliminary approaches are proposed, and what provisions are identified for dealing with potential impacts. The Evaluation Team will score proposals based upon the following criteria:

<b>% of Section Total</b>	<b>Approach to the Project Section Criteria</b>
25	Describe the course of action proposed to meet the Scope of Work. Be realistic, clear and concise.
25	Provide a schedule of key project milestones and discuss the rationale behind this schedule.
25	Discuss your project team firms collaboration efforts and how you plan to work together for a successful project.
25	Identify risks, challenges, conflicts and potential mitigation.
25	<b>Maximum points available for this section of the proposal (out of 100).</b>

## **IX. RTA Rights**

1. RTA reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of RTA. This solicitation of proposals in no way obligates RTA to award a contract. Interviews, if requested, will take place at the RTA offices.
2. RTA reserves the right to award the contract to the most qualified proposer. RTA has 120 days from the proposal opening date to award a contract or reject all proposals.
3. A proposer may withdraw the proposal at any time prior to the award of the contract. A proposal may also be retrieved from RTA and resubmitted only prior to the date and time listed for submission. Proper identification and a formal letter will be required to withdraw the proposal.
4. All proposals become the property of RTA upon submission.

Cover Page	
Date	
Project Name and Description	
Prime Consultant	
Prime Consultant's Federal ID#	
Sub-Consultants (if any)	
Primary Contact	
Primary Contact Name (Prime)	
Address	
City, State, Zip	
Email	
Office Phone	
Cell Phone	
Secondary Contact	
Secondary Contact Name (Prime)	
Address	
City, State, Zip	
Email	
Office Phone	
Cell Phone	
Acknowledgement	
<p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.</p>	
Signature	
Name	
Title	

**ATTACHMENT B****Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)**

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level

Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (\*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.

STANDARD  
FORM (SF)

255

Architect-Engineer  
and Related Services  
Questionnaire for  
Specific Project

1. Project Name/Location for which Firm is Filing:

\*\*

2a. *Commerce Business  
Daily Announcement  
Date, if any:*

\*

2b. Agency Identification  
Number, if any:

SOL \*

3. Firm (or Joint-Venture) Name &amp; Address

3a. Name, Title &amp; Telephone Number of Principal to Contact:

3b. Address of office to perform work, if different from item 3.

4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and in-house personnel on line (B).

A	B										
_____	_____	Administrative	_____	_____	Electrical Engineers	_____	_____	Oceanographers	_____	_____	CAD Operators
_____	_____	Architects	_____	_____	Estimators	_____	_____	Planners Urban/Regional	_____	_____	Construction Managers
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____	Sanitary Engineers	_____	_____	Project Managers
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____	Soils Engineers	_____	_____	IT Specialists
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____	Specification Writers	_____	_____	_____
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____	Structural Engineers	_____	_____	_____
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	_____	Surveyors	_____	_____	_____
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____	Transportation Engineers	_____	_____	<b>Total Personnel</b>

5. If submittal is by joint-venture list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm:  
(Attach SF 254 for each if not on file with Procuring Office.)

5a. Has this Joint-Venture previously worked together? Yes No

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]



6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)		
x)		
x)		
x)		
x)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm _____ With Other Firms _____	
e. Education: Degree(s)/Year/ Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm _____ With Other Firms _____	d. Years experience: With This Firm _____ With Other Firms _____
e. Education: Degree(s)/Year/ Specialization	e. Education: Degree(s)/Year/ Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible

<p>10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm' qualifications for the proposed project.</p>	
<p>11. The foregoing is a statement of facts.</p>  <p>Signature: _____      Typed Name and Title:</p>	<p>Date:</p>

## LETTER OF AUTHORIZATION

This letter of authorization must be completed and signed if the bid/pricing agreement/contract form & non-discrimination statement was not signed by the owner, a general partner, or an officer of the corporation

*This document can be uploaded electronically as an attachment to one of the line items on the electronic bid.*

### Regional Transportation Authority of Central Oklahoma:

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and

all forms related to on behalf of \_\_\_\_\_ .  
Company Name

Sincerely,

\_\_\_\_\_  
Signature of Authorized Agent                      Print Title                      Date

\_\_\_\_\_  
Print Name                      Email Address

Title: *(must be checked)*

- |  |  |
|--|--|
| <input type="checkbox"/> Owner                             | <input type="checkbox"/> Treasurer           |
| <input type="checkbox"/> Chief Executive Officer [CEO]     | <input type="checkbox"/> Secretary           |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President                         | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President                    | <input type="checkbox"/> Other: _____        |

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM.**



**ANTI/NON-COLLUSION AFFIDAVIT**

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

**The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the agreement/contract, and the requirements for proposers.**

**THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL**

\_\_\_\_\_  
Type Name of Authorized Agent Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address Zip Code

\_\_\_\_\_  
Telephone Number and Fax Number if any

**TO BE COMPLETED BY THE NOTARY:**

State of \* )  
County of \* ) SS.  
[\*State and County where notarized must be written in for bid to be considered.] )

Signed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ .  
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: \_\_\_\_\_  
[Oklahoma]

Type Name of Notary Public

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public

[49 Okla. Stat. 1985 §119]

**Attachment B  
Project Budget**

<b>Eligible Project Costs</b>	
RAISE Grant Amount:	\$800,000
Other Federal Funds:	\$0
Non-Federal Funds (to be paid by RTA):	\$500,000
Total Eligible Project Cost:	\$1,300,000

**Attachment C**  
**Project Schedule**

The target start date of the project is March 2023, with a duration of 15 months.



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving a Professional Services Contract with Kimley-Horn and Associates, Inc., to perform an Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion, effective upon approval and remaining in effect for 14 months commencing upon the issuance of a Notice to Proceed, cost not to exceed \$1,157,160.

**Background** At the September 15, 2022, Special meeting of the Regional Transportation Authority of Central Oklahoma (RTA), the board authorized the Interim Executive Director to release the request for proposal (RFP) for professional services to perform an Alternatives Analysis to Promote Economic Development and Equity Inclusion for corridors in the Central Oklahoma Region (RTA 22-001).

The Interim Executive Director issued the RFP, legally advertising the solicitation in the Journal Record on October 3, 2022, and on October 10, 2022.

The pre-proposal meeting was held on October 19, 2022. Questions were due on October 19, 2022, and Addendum No. 1 was issued on October 20, 2022, answering the questions received. Proposals were due on October 31, 2022.

The Evaluation Committee met on November 16, 2022, and determined the proposer, Kimley-Horn, met the criteria of the RFP and was the most qualified firm. On December 14, 2022, the RTA Board of Directors approved the Evaluation Committee's recommendation and authorized the Interim Executive Director to request a cost proposal and initiate negotiations.

The RTA successfully negotiated a fourteen-month contract with Kimley-Horn.

Recommendation: Approve Professional Services Contract.

Reviewed by:



Jason Ferbrache  
Interim Executive Director

Contract Number: **RTA 22-001**

**Professional Services Contract**

**PROJECT:**

RTA 22-001 ALTERNATIVES ANALYSIS FOR THE  
CENTRAL OKLAHOMA REGIONAL TRANSIT  
CORRIDORS TO PROMOTE ECONOMIC  
DEVELOPMENT AND EQUITY INCLUSION PROJECT

**OWNER:**

Regional Transportation Authority  
of Central Oklahoma

**CONSULTANT:**

Kimley-Horn and Associates, Inc

## PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT (“Contract”) is made and entered into by and between Kimley-Horn and Associates, Inc., a North Carolina corporation (“Consultant”), and the Regional Transportation Authority of Central Oklahoma (“RTA”), a public trust created pursuant to 68 O.S. §1370.7 and 60 O.S. §176, et seq., as amended, each a “Party” and collectively “Parties.”

### RECITALS

WHEREAS, the RTA sent out a Request for Proposal (“RFP”), RFP 22-001, on October 3, 2022 for professional services requesting proposals from consulting firms to perform an Alternatives Analysis to Promote Economic Development and Equity Inclusion (“Project”).

WHEREAS, in response to the RFP, the Consultant submitted a Proposal dated October 31, 2022 (“Proposal”).

WHEREAS, Consultant agrees to provide the RTA all services using that degree of care and skill ordinarily exercised, under similar circumstances by experts of its profession in the same locality at the time services are rendered (“the Standard of Care”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained in this Contract, the parties agree as follows:

### *ARTICLE 1 – DEFINITIONS*

The following words and phrases, when used in these General Conditions or elsewhere in the Contract shall have the following meanings:

- 1.1 **Contracting Officer** means the Interim Director of the RTA, or designated representative.
- 1.2 **Deliverable** means any document, item, service, or work product that the Consultant is responsible for providing to the RTA under this Contract and which becomes property of the RTA upon delivery, acceptance, and payment for same, even if the Milestone has not been completed and/or paid.
- 1.3 **Environmental Law** means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above-ground tanks) and shall include without limitation, the Resource, Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et. seq. (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); the Hazardous Materials

Transportation Act, 49 U.S.C. §1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act (TSCA), 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Occupational Safety and Health Act (OSHA), as amended; the Clean Air Act, as amended; and any other state, federal or local environmental statutes, rules, regulations, ordinances, orders and/or decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 1.4 Environmental Permit** means any permit, license, approval, consent, or authorization issued by a federal, state, or local government entity concerning, covering, or relating to any Environmental Law.
- 1.5 Hazardous Materials** means (a) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.), as amended from time to time, and regulations promulgated thereunder.
- 1.6 Milestone** means major stage for Work performance which are presented within **Exhibit B**, more particularly, measurable and identifiable in the Notice to Proceed.
- 1.7 Notice to Proceed (“NTP”)** means the formal written authorization from RTA to Consultant (**Exhibit D**) to commence Work as identified by the Scope (**Exhibit A**). The NTP shall include scope, tasks, schedule, and budget (hourly or fixed price or a combination) for Project.
- 1.8 Project Manager** means the RTA Owner’s Representative designated by the RTA as the primary person with oversight of the Project and as the primary point of contact for the Project.
- 1.9 Railroads** shall collectively mean BNSF Railway (BNSF), Union Pacific Railroad (UPRR), and Amtrak.
- 1.10 Standard of Care** means degree of care and skill ordinarily exercised, under similar circumstances by experts of its profession in the same locality at the time services are rendered.
- 1.11 Work** means the furnishing of personnel, services, labor, and other incidentals necessary to the successful completion of design, and contract administration, of the Project and the carrying out of the duties and obligations imposed by this Contract, including alterations, amendments, or extensions thereto made by Change Order. Such Work shall be described in detail in the Scope of Services in Supplementary Conditions **Exhibit A**.

## ***ARTICLE 2 - INTERPRETATION***

- 2.1** Subject to the terms and conditions of this Contract, RTA retains Consultant, an independent contractor, to provide RTA all services, in accordance with the Standard of Care.
- 2.2** This Contract governs the Scope of Services including, but not limited to, all services, products, solutions, and deliverables to be provided by Consultant to the RTA. The **Exhibits** are incorporated into this Contract by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as

set forth in this paragraph.

- 2.3** The text of this Contract, together with the **Exhibits**, constitutes the entire Contract and the only understanding and Contract between the RTA and Consultant with respect to the services, products, solutions, and deliverables to be provided by Consultant hereunder. This Contract may only be amended, modified, or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Contract.
- 2.4** The following **Exhibits** are attached to this Contract and are incorporated into and made a part of this Contract by reference. If there is a conflict in language, terms, conditions, or provisions, in this Contract between the text of this document, Professional Services Contract and any language, term, condition, or provision in any **Exhibit**, then the text of this document, Professional Service Contract shall govern and control over any conflicting language, term, condition, or provision in any **Exhibit**. As among the **Exhibits** any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Exhibit A: Scope of Services  
Exhibit B: Project Schedule  
Exhibit C: Compensation  
Exhibit D: Notice to Proceed Sample  
Exhibit E: Staffing Chart and Key Personnel  
Exhibit F: Required Inclusions- Certifications and Forms  
Exhibit G: Insurance  
Exhibit H: Request for Qualification RFQ 2020-0001  
Exhibit I: Consultant's Proposal  
Exhibit J: Federal Terms and Conditions

### ***ARTICLE 3 – DESCRIPTION OF WORK***

**3.1 Term**

This Contract is for a term of fourteen months from the Effective Date.

**3.2 Commencement**

This Contract shall commence upon the issuance by RTA of an NTP to Consultant ("Effective Date"). The NTP will govern the subsequent 14-month Contract Term and will specifically document the scope, schedule, milestones, and budget for that Contract Term. The Contract shall continue in effect for the 14-months as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein.

**Exhibit A** contains an overview of the scope of work from which the specific scope, schedule, and budget will be derived for the NTP. Unless otherwise provided in **Exhibit A**, the Consultant shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.



### **3.3 Consultant Responsibilities**

Consultant is solely responsible for the actions, non-action, omissions, and performance of Consultant's employees, agents, contractors, and subcontractors ("Consultant's Project Team") and to ensure:

- (1) the timely provision of the Project and timely performance of the Scope of Services as defined in the NTP, derived from **Exhibit A**,
- (2) the timely provision of all services, products, solutions, and deliverables as listed on the NTP, derived from **Exhibit B**.

Consultant will be solely responsible to ensure the Consultant's Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the RTA's goals and purposes as conveyed by RTA to Consultant. Consultant will be solely responsible to ensure the Consultant's Project Team is adequately trained, instructed, and managed so that Consultant timely provides the Project and satisfies Consultant's obligations under this Contract. Consultant may not change the Consultant's Project Team as set forth on **Exhibit E** ("Staffing Chart and Key Personnel") without the prior written consent of the RTA's Contracting Officer and the RTA Project Manager.

Consultant shall comply with all applicable federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this Contract. Consultant shall obtain all patents, licenses and any other permission required to provide all services, products, solutions, and deliverables and for use of all services, products, solutions, and deliverables by the RTA.

The parties agree that time is of the essence to this Contract specifically including, but not limited to, the Consultant meeting the completion date specified in this Contract; provided, however, the Consultant shall not be responsible for delays caused by force majeure, as described in Provision 13.22, Force Majeure, the RTA or third parties other than its sub-Consultants.

## ***ARTICLE 4 – INDEPENDENT CONTRACTOR STATUS***

### **4.1 Independent Contractor**

The parties hereby acknowledge and covenant that:

- (1) Consultant is an independent contractor and will act exclusively as an independent contractor and not as an agent or employee of the RTA in performing the duties in this Contract.
- (2) The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.
  - (b) All payments to Consultant pursuant to this Contract shall be due and payable in the State of Oklahoma, even if services of Consultant are performed outside the State of Oklahoma.
  - (c) The RTA will not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any

compensation paid to Consultant as Consultant is an independent contractor and the members of its Consultant's Project Team are not employees of the RTA. Any such taxes, if due, are the responsibilities of Consultant and will not be charged to the RTA.

(d) Consultant acknowledges that as an independent contractor it and its Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the **RTA** for its employees.

## ***ARTICLE 5 – COMPENSATION***

### **5.1 Total Fees & Charges**

The RTA agrees to pay the Consultant on a monthly basis for the NTP, identified in **Exhibit B**, for the Work, identified in the NTP, as further defined in **Exhibit C**, provided that the total amount payable under this Contract shall not exceed \$1,157,160 and the amount payable for a Contract Term shall not exceed 14-months from the Effective Date, subject to the limitations of Article 5.2. This amount constitutes the maximum fees and charges payable to the Consultant, including expenses, in the aggregate under this Contract and will not be increased. The RTA and Consultant acknowledge that the compensation to be paid Consultant pursuant to this Contract has been established at an amount reasonable for the availability and services of Consultant and Consultant's Project Team. The fees and charges shall remain firm through the 14-month period of the Contract Term.

### **5.2 Limitation of Cost**

The Consultant agrees to perform, or have performed, Work on the Contract up to the point at which the total amount paid and payable by the RTA under the Contract approximates but does not exceed the amount approved by the RTA Board. The Consultant shall make commercially reasonable efforts to perform the Work and any other obligations under this Contract within the estimated cost.

The Consultant shall begin Work under this Contract immediately following a written NTP from the RTA after execution of the Contract. The Consultant shall not perform any Work (nor incur any related costs) that exceeds the total amount approved by the RTA Board and authorized by the Project Manager unless it receives a written authorization from the RTA Board. Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause, the RTA shall not be liable for any Work performed or costs incurred in violation of this subsection.

### **5.3 Invoicing Procedures & Records**

- A.** Monthly on the twenty-fifth (25th) calendar day of each month, Consultant shall submit invoices to the Project Manager for payment in the form specified by the RTA. Such invoices must be received by Project Manager no later than the twenty-fifth (25th) calendar day of the month to ensure Consultant's invoice will be included with Project Manager's month-end submission to RTA. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in

the following accounting period. The amount invoiced shall cover time and materials incurred by Consultant in performance of a Task Order during the preceding accounting period. Supporting documentation for all fees and costs contained in the invoice will be submitted with each invoice.

- B.** The Project Manager and RTA shall have the right to disapprove specific elements of each invoice. The Project Manager shall provide, in writing, such disapproval to the Consultant within twenty (20) business days of invoice submittal. Approval by the Project Manager and RTA shall not be unreasonably withheld. RTA will pay invoices approved and submitted by the Project Manager at the next board meeting, but no more than sixty (60) days from receipt.
- C.** The Consultant shall submit with each invoice cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of the Project Manager, written or electronic data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. The Consultant shall make such documents available for inspection and copying by the RTA whenever requested by the RTA.
- D.** The Consultant may seek reimbursement for food purchased from its employees while in travel status for work pursuant to this Agreement. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. Claims for such reimbursement shall be submitted on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip, and will include a detailed or itemized receipt or documentation. Additionally, the RTA requires the Consultant to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

#### **5.4 Employment Taxes & Employee Benefits**

The Consultant acknowledges and agrees that its employees and sub-Consultants are not employees of the RTA. The Consultant represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with provision of the Work.

#### **5.5 Audit**

The Consultant shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Contract. During the term of this Contract and for a period of three (3) years after expiration/termination of this Contract, the RTA

shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Consultant necessary to evaluate Consultant's compliance with the terms and conditions of this Contract or the RTA's payment obligations. The RTA shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Consultant.

## **5.6 Withholding of Payment**

Final costs may be audited prior to the RTA making final payment to the Consultant.

In the event payment is withheld under this Article 5.6, the Consultant waives any right to interest on such payment. Change Orders shall not authorize the Consultant to exceed the amount previously approved by the RTA unless such Change Order contains a statement increasing the amount allocated.

## **5.7 Final Payment**

Final payment constituting the unpaid balance of the Contract shall be due and payable after the RTA has accepted the Consultant's services by certificate of final completion. All deliverables must be received and accepted by the RTA before final payment can be made. Final costs may be audited prior to the RTA making final payment to the Consultant. Along with the Consultant's submission of its final invoice to the RTA, the Consultant shall assert any and all claims for payment of services rendered it has against the RTA in connection with this Contract, along with a signed release, in a form provided by or approved by the RTA in writing, from any future claims for payment for services rendered. The failure to assert all such claims against the RTA with the final invoice will act as a waiver of payment claims not asserted.

## **5.8 Refunds, Rebates, or Credits**

The Consultant shall assign to the RTA any refunds, rebates, or credits accruing to the Consultant that are allocable to costs for which the Consultant has been paid.

## **5.9 Prompt Payment to Sub-Consultants**

It is the policy of the RTA that prompt payment for all purchases and services satisfactorily rendered are to be made to all sub-Consultants. The Consultant is required to pay sub-Consultants for satisfactory performance of their contracts within seven (7) days after the RTA has paid the Consultant for such Work. The Consultant's failure to pay sub-Consultants as provided herein shall be a material breach for which the RTA may cancel the Contract.

# ***ARTICLE 6 – REMOVAL, REPLACEMENT & PROMOTION OF CONSULTANT KEY PERSONNEL***

## **6.1 Removal and Replacement**

The RTA shall have the right to require the removal and replacement of any personnel of the Consultant or the Consultant's sub-Consultants who are assigned to perform Work on

behalf of the RTA for due cause. The RTA shall be entitled to exercise such right in its sole discretion by providing written notice to the Consultant. The RTA must approve in writing, which shall not be unreasonably withheld, any hires or transfers of personnel to “Key Personnel” positions on the Project, and the RTA shall have the right to interview all personnel that the Consultant proposes to hire or transfer to such positions. As used in this Contract, the term “Key Personnel” shall mean all personnel of the Consultant or its sub-Consultants who are identified as Key Personnel in **Exhibit E**. Unless approved by the RTA in writing, the Consultant will not: (i) remove the Consultant’s Key Personnel from the Project or permit its sub-Consultants to remove Key Personnel from the Project; or (ii) materially reduce the involvement of the Consultant’s Key Personnel in the Project or allow its sub-Consultants to materially reduce the involvement of Key Personnel in the Project.

## **6.2 Qualified Personnel**

Consultant agrees to require all members of the Consultant’s Project Team to provide all services, products, solutions and deliverables at said same Standard of Care required of Consultant.

The Consultant will replace any personnel who leave the Project, including those personnel who leave through no fault of the Consultant, with equivalently qualified persons. The Consultant will replace such personnel as soon as reasonably possible, and in any event within thirty (30) days after the Consultant first receives notice that the person will be leaving the Project. The RTA must approve in writing, which shall not be unreasonably withheld, any replacement of personnel to “Key Personnel” positions on the Project, and the RTA shall have the right to interview all personnel that the Consultant proposes to replace to such positions. If the Consultant gets more than seven (7) days behind in completing any Deliverable required by this Contract or the Project Schedule due to the cause of the Consultant or its sub consultants, the Consultant will devote all personnel assigned to the Project to working on the Project on a first-priority basis. As used in this Contract, the term “personnel” includes all staff provided by the Consultant or its sub-Consultants, including but not limited to Key Personnel.

## ***ARTICLE 7 – REPRESENTATIONS & WARRANTIES OF CONSULTANT***

### **7.1** The Consultant represents, warrants, and covenants that:

- A.** The Consultant has the qualifications, skills, and experience necessary to perform the Work, all services, deliverables, products, and solutions described or referenced in the **Exhibit A** in accordance with the Standard of Care.
- B.** The Work shall satisfy all requirements set forth in this Contract, including without limitation **Exhibit A** and maintain during the course of this Contract the Standard of Care for any and all such services, products, solutions and deliverables. Additionally, all Work performed by the Consultant pursuant to this Contract shall meet the Standard of Care.

- C. Neither the Work, nor any Deliverables provided by the Consultant under this Contract will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. The Consultant shall not violate any non-compete Contract or any other Contract with any third party by entering or performing this Contract.
- D. In connection with its obligations under this Contract, the Consultant shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses. The design and engineering services for this Project shall be performed and/or approved by a Professional Engineer or Registered Architect licensed to practice in Oklahoma.
- E. The Consultant warrants it has all the requisite power and authority to execute, deliver and perform its obligations under this Contract, and the execution, delivery, and performance of this Contract have been duly authorized by the Consultant.
- F. During the term of this Contract, RTA's initial remedy for any breach of the above warranty shall be to permit Consultant one additional opportunity to perform the services, or provide the products, solutions, and deliverables without additional cost to RTA. If Consultant cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Contract within thirty (30) calendar days of the original performance date, the RTA shall be entitled to recover, should the RTA so determine to be in their best interest, any fees paid to Consultant for previous payments for the specific work in question, including, but not limited to, services, products, solutions, and deliverables and Consultant shall make reimbursement or repayment within thirty (30) days of a demand by the RTA. Should Consultant fail to reimburse the RTA within thirty (30) days of demand, the RTA shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.
- G. The Consultant also acknowledges and agrees to provide all express and implied, warrants required or provided for by applicable Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this Contract and may not be waived by any other provision, expressed, or implied, in this Contract or in any **Exhibit** hereto.

## ***ARTICLE 8 – OTHER OBLIGATIONS OF THE CONSULTANT***

### **8.1 Work on RTA's Premises**

The Consultant will, whenever on the RTA's premises located at 431 West Main, 2000 S. May, and/or other premises identified by the RTA's Interim Executive Director, obey all instructions and RTA policies that the Consultant is made aware of with respect to performing Work on the RTA's premises.

## **8.2 Regeneration of Lost or Damaged Data**

If the Consultant loses or damages any data in the RTA's possession, the Consultant shall, at its own expense, promptly replace or regenerate such data from the RTA's machine-readable supporting material, or obtain, at the Consultant's own expense, a new machine-readable copy of lost or damaged data from the RTA's data sources.

## **8.3 Repair or Replacement of Damaged Equipment or Facilities**

In the event that the Consultant causes damage to the RTA's equipment or facilities, the Consultant shall, to the extent that such damages were caused by the negligence of Consultant and at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Consultant's action.

# ***ARTICLE 9 – SUBSTITUTE PERFORMANCE***

If the Consultant fails through Consultant's fault to comply with the schedule set forth in **Exhibit B**, the RTA may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the RTA's rights or remedies under this Contract, at law or in equity. The Consultant shall reimburse the RTA for reasonable, direct costs incurred by the RTA in exercising its rights to perform or cause to be performed some or all of the Work pursuant to this Article.

# ***ARTICLE 10 – TERMINATION***

## **10.1 Termination**

The **RTA'S Contracting Officer** is hereby authorized to issue notices of termination or suspension on behalf of the RTA. The RTA may terminate this Contract, in whole or in part, for the RTA's convenience or for cause. The RTA will terminate this Contract by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall: (i) immediately discontinue all Work, unless the notice directs otherwise; and (ii) deliver to the Contracting Officer all Work, data, drawings, specifications, reports, estimates, summaries, products, deliverables, documents, calculations, field notes, tracings, plans, models, computer files, estimates, and all other information and materials accumulated in performing this Contract, whether completed or in process, unless the notice directs otherwise.

## **10.2 Termination for Convenience**

The RTA may terminate this Contract at any time without cause by giving seven (7) days written notice to the Consultant. As soon as practicable after receipt of a written Notice of Termination without cause, the Consultant shall submit a statement to the RTA showing in detail the Work performed under this Contract through the date of termination. In the event the RTA terminates this Contract, the Consultant shall continue performing the Work until the termination date designated by the RTA in its Notice of Termination. If the RTA terminates this Contract without cause, the RTA shall pay the Consultant for completed

Work rendered through the date of termination at the terms set forth in **Exhibit C** and as further limited by the “not to exceed” amounts set out in this Contract, following the submission of properly documented invoices. Thereafter the RTA shall have no further liability under this Contract to Consultant and Consultant shall have no further obligations to the RTA.

The RTA may terminate this Contract immediately on written notice to the Consultant if at any time the RTA Board for any reason does not appropriate necessary funding.

### **10.3 Termination for Cause**

By giving a Notice of Termination to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

- A.** The Consultant violates or fails to perform any material covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- B.** The Consultant ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- C.** The RTA fails to pay the Consultant in accordance with **Exhibit A**.

Any notice of default pursuant to this Article 10 shall identify this Article of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Upon notice of termination for *cause* from the RTA, Consultant shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses. In this provision's context, the term “prior” will be applicable to payments directly related to the specific cause of termination. The RTA may hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the RTA by reason of Consultant's breach. Upon notice of termination for cause, Consultant shall deliver to the RTA services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Contract, whether complete or incomplete, unless the notice directs otherwise.



The rights and remedies of the RTA provided in this paragraph are in addition to any other rights and remedies provided by law or under the Contract. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Consultant under this Contract.

Upon notice to Consultant, the RTA or RTA's Owner Representative may issue a stop work order suspending any services, performances, Work, products, deliverables, Milestone, activities or solutions under this Contract. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Consultant under this Contract. In the event the RTA or RTA's Owner Representative issues a stop work order to Consultant, the RTA or RTA's Owner Representative will provide a copy of such stop work order to Consultant. Upon receipt of a stop work order issued by the RTA or RTA's Owner Representative, Consultant shall suspend all Work, services, performances, products, deliverables, Milestone, solutions and activities, except such Work, services, performances, products, deliverables, Milestone, solutions and activities expressly directed by the RTA or RTA's Owner Representative in the stop work order. Upon notice to Consultant, this Contract, and any or all Work, services, and activities thereunder, may be suspended by the RTA or RTA's Owner Representative, without cause and without cost to RTA; provided however, Consultant shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended Work, services, performances, products, deliverables, Milestone, solutions, and activities only. The RTA's Contracting Officer is hereby authorized to issue stop Work orders on behalf of the RTA.

#### **10.4 Opportunity to Cure**

The RTA shall in the case of a termination for cause, allow the Consultant thirty (30) days in which to take action to cure the defect (so long as such defect is reasonably susceptible to cure and is not based on fraud, willful misconduct, or a violation of Oklahoma law). In such case, the notice of termination will state the time in which cure is permitted and other appropriate conditions. If the Consultant fails to remedy the breach or default to the RTA's satisfaction within thirty (30) days after receipt by Consultant of the RTA's written notice, the RTA shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the RTA from also pursuing all available remedies against Consultant and its sureties for said breach or default. The Consultant's right to cure under this subsection shall not apply to any defects that do not become reasonably known to the RTA within sixty (60) days after a termination by the RTA for convenience or cause.

#### **10.5 Waiver of Remedies**

In the event that the RTA elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by the RTA shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### **10.6 Obligations upon Expiration or Termination**

Upon expiration or termination of this Contract, the Consultant shall promptly return to the RTA (i) all computer programs, files, documentation, media, related material and any other material and

equipment that is owned by the RTA provided that Consultant shall be entitled to retain one archival copy of all material; (ii) all deliverables that have been completed or that are in process as of the date of termination provided Consultant has been paid for the Deliverables; and (iii) a written statement describing in detail all Work performed with respect to Deliverables which are in process as of the date of termination.

#### **10.7 No Effect on Taxes, Fees, Charges, or Reports**

Termination of this Contract shall not relieve the Consultant of the obligation to pay any fees, taxes or other charges then due to the RTA, nor relieve the Consultant of the obligation to file any daily, monthly, quarterly or annual reports nor relieve the Consultant from any claim for damages previously accrued or then accruing against the Consultant.

#### **10.8 Other Remedies**

The remedies set forth in this Article and Article 8 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

#### **10.9 Authority to Terminate**

The RTA Contracting Officer is authorized to terminate this Contract on behalf of the RTA.

### ***ARTICLE 11 – INSURANCE***

The Consultant shall comply with all insurance terms and conditions contained in Exhibit G, incorporated herein.

### ***ARTICLE 12 – INDEMNIFICATION***

#### **12.1 Indemnification**

The Consultant shall release, defend, indemnify and hold harmless RTA, and its board, officers, directors, officials, employees, and agents, including but not limited RTA Owners' Representative and COTPA dba EMBARK, from and against any losses, claims, costs, damages, liabilities, obligations, duties, royalties, interest charges, expenses (including all reasonable legal fees and expenses), judgements, fines, settlements, and other liabilities paid or incurred, any of them, as a result of any claims, demands, lawsuits, actions, or proceedings to the extent arising from Consultant's omissions, negligence, and misconduct, including, but not limited to: (i) seeking payment for labor or materials purchased or supplied by the Consultant or its sub-Consultants in connection with this Contract provided Consultant has been paid in accordance with this Contract; (ii) to the extent caused by the negligence or willful misconduct by the Consultant or any of its agents, employees or sub-Consultants relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iii) arising from any claim that the Consultant or an employee or sub-Consultant of the

Consultant is an employee of the RTA, including claims relating to worker's compensation, failure to withhold taxes and the like. Any such indemnification or reimbursement shall be made by Consultant within thirty (30) days of an appropriate finding of facts, whether by mutual Contract or by a court of law.

## **12.2 Effect of Termination**

This Article 12 shall remain in force despite termination of this Contract whether by expiration of the term or otherwise. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Contract.

## **12.3 RTA Negligence or Willful Misconduct**

Notwithstanding the foregoing, the Consultant shall not be liable to the RTA to the extent that a claim arises for the RTA's negligence or willful misconduct.

# ***ARTICLE 13 – MISCELLANEOUS***

## **13.1 No Extra Work**

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the RTA unless such services, work, product, solution, or deliverable is first requested and approved in writing by the RTA through a contract amendment.

## **13.2 Confidentiality**

Consultant acknowledges that in the course of training and providing other support services to RTA, RTA may provide Consultant with access to valuable information of a confidential and proprietary nature including but not limited to information relating to RTA'S employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. Consultant agrees that during the time period this Contract is in effect, and thereafter, neither Consultant nor Consultant's Project Team, without the prior written consent of RTA, shall disclose to any person, other than another member of RTA's Administrative Team or the Consultant's Contracting Officer, any such information obtained by Consultant. Consultant will require and maintain adequate confidentiality protocols with its employees, agents, contractors, and subcontractors.

## **13.3 Relationship of the Parties**

The relationship of the parties established by this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such Parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

#### **13.4 Assignment, Subcontract & Disposition Approval**

This Contract shall bind the parties and their successors and permitted assigns. The Consultant shall not sell, transfer, assign, subcontract or otherwise dispose of this Contract or its interest therein to any other parties without the prior written consent of the RTA. Further, any approved sub-Consultants shall not further sell, transfer, assign, subcontract or otherwise dispose of this Contract without the prior written approval of the RTA. In the event the RTA does consent in writing to a subcontracting arrangement, the Consultant shall be the prime Consultant and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered by the Consultant shall name the RTA as a third-party beneficiary. Any assignment or subcontract of Work, of any subcontracting tier, to be performed under this Contract, entered without prior written approval by the RTA, shall be void and unenforceable unless the RTA subsequently gives written approval or consent.

#### **13.5 Entire Contract**

Except as otherwise expressly incorporated herein, this Contract and all **Exhibits** are the entire Contract between the parties with respect to its subject matter, and there are no other representations, understandings, or Contracts between the parties with respect to such subject matter. This Contract supersedes all prior Contracts, negotiations, and representations, written or oral.

#### **13.6 Amendment**

No amendment no change, reduction, modification, or expansion of the Work within or beyond the scope of this Contract shall serve to modify the terms and conditions of this Contract unless in writing and signed by both parties to this Contract. The Contracting Officer is authorized to approve Amendments for this Contract.

#### **13.7 Governing Law, Jurisdiction & Venue**

Oklahoma law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to Oklahoma conflicts of law principles). All legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Oklahoma County, Oklahoma. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Oklahoma County, Oklahoma. This Article shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Article.

#### **13.8 Liability for Special or Consequential Damages**

The RTA and Consultant shall not be liable to each other, their agents or representatives or any sub-Consultants for or on account of any stoppages or delay in the performance of any obligations of the RTA, or any other consequential, indirect or special damages or lost profits related to this Contract.

#### **13.9 No Publicity**

No advertising, sales promotion or other materials of the Consultant or its agents or

representations may identify or reference this Contract or the RTA in any manner absent the written consent of the RTA. Notwithstanding the forgoing, the parties agree that the Consultant may list the RTA as a reference in responses to requests for proposals and may identify the RTA as a customer in presentations to potential customers.

#### **13.10 Approvals**

All approvals or consents required under this Contract must be in writing.

#### **13.11 Drug-Free Workplace**

The RTA is a drug-free workplace employer. The Consultant hereby certifies that it has a Drug-Free Workplace Policy and the Consultant shall provide a drug-free workplace during the performance of this Contract.

#### **13.12 Non-Discrimination**

As a condition of entering into this Contract, the Consultant agrees that it shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of sub-Consultants, vendors, suppliers, or commercial customers in connection with a RTA contract or contract solicitation process, nor shall the Consultant retaliate against any person or entity for reporting instances of such discrimination.

#### **13.13 Waiver**

No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

#### **13.14 Survival of Provisions**

All provisions of this Contract which by their nature and effect are required to be observed, kept, or performed after termination of this Contract shall survive the termination of this Contract and remain binding thereafter.

#### **13.15 Severability**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**13.16 Set Off**

RTA shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Contract all actual damages and expenses incurred as a result of the other party's breach of this Contract.

**13.17 Familiarity & Compliance with Laws & Ordinances**

The Consultant agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Work.

**13.18 Conflict of Interest**

The Consultant shall notify the RTA immediately if it has a real or apparent conflict of interest regarding this Contract. The Consultant shall not use its position for personal or organizational gain. The Consultant shall not engage in any transaction that presents a real or apparent conflict of interest. The Consultant shall not give gifts or favors to RTA board members or staff in violation of the RTA Conflict of Interest Policy.

**13.19 Construction of Terms**

Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

**13.20 Out of State Corporations**

Consultant is a corporation organized under laws of a jurisdiction other than Oklahoma. Consultant agrees to maintain a registered agent having a business office in Oklahoma and shall file with the RTA the name of said agent and address of said office.

**13.21 RTA Ownership of Work Product**

Provided payment is made to the Consultant in accordance with the terms hereof, the parties agree that the RTA shall have exclusive ownership, and right of possession upon request, of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the RTA in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). The Consultant hereby assigns and transfers all rights in the Intellectual Property to the RTA. The Consultant further agrees to execute and deliver such assignments and other documents as the RTA may later require to perfect, maintain, and enforce the RTA's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law.

**13.22 Force Majeure**

An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such party from fulfilling its obligations. An event of Force Majeure includes, without limitation, disruptions to travel resulting from pandemic, acts of God

(including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of the Consultant to perform the Work shall be suspended for the duration that the aforesaid delivery or acceptance of Work is rendered commercially impracticable, illegal, or impossible which arise out of or caused by, directly or indirectly, Force Majeure. However, the Consultant must utilize all commercially reasonable efforts, which are consistent with accepted practices in its industry, to resume the performance of its obligations, as soon as practicable under the circumstances listed above. Provided, however, to the extent that the Consultant has any commercially reasonable alternative method of performing this Contract, the Consultant shall not be freed of any performance of its obligations hereunder by this clause, even though the goods intended for this Contract were destroyed or their delivery delayed because of an event described above. In such event, the schedule shall be extended by a like number of days as the suspension.

### **13.23 Counterparts**

This Contract may be executed in counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single Contract. This Contract will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

### **13.24 Notices**

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, or by electronic mail to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

#### **For the Consultant:**

Kimley-Horn and Associates,  
Inc.,  
ATTN: Liz Scanlon  
1125 17th Street  
Suite 1400  
Denver, CO 80202  
[Liz.Scanlon@kimley-horn.com](mailto:Liz.Scanlon@kimley-horn.com)  
Office Phone: 303.228.2300  
Cell Phone: 650.431.8200

#### **For the RTA**

RTA Interim Director  
ATTN: Jason Ferbrache  
2000 S. May Avenue  
Oklahoma City, OK 73108  
[Jason.ferbrache@okc.gov](mailto:Jason.ferbrache@okc.gov)  
Office Phone: 405.297.2262  
Cell Phone: 405.696.6262

With copy to:  
RTA Owner's Representative

ATTN: Kathryn Holmes  
910 S Donner Way, Ste. 304  
Salt Lake City, UT 84108  
[kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com)  
Cell Phone: 703.999.4440

***ARTICLE 14 – FEDERAL TERMS AND CONDITIONS***

The Consultant shall comply with all federal laws, regulations, requirements, terms, and conditions provided in **Exhibit J** (Federal Terms and Conditions) attached hereto.



APPROVED by Kimley-Horn and Associates, Inc. this 18 day of April, 2023.

I, Aaron K. Rader, P.E., Vice President, of Kimley-Horn and Associates, Inc., intend all promises in this writing to be valid and legally enforceable and represent and warrant that I have authority to bind Kimley-Horn and Associates, Inc. to this Agreement.

**Kimley-Horn and Associates, Inc.**

By:

Aaron K. Rader, P.E.

Signature

Aaron K. Rader, P.E.

Print Name

Vice President

Title

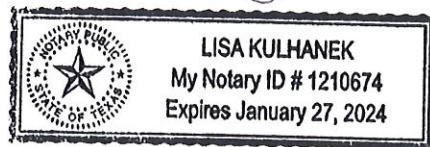
STATE OF Texas )  
 )  
COUNTY OF Harris ) SS.

Signed and sworn to before me this 18th day of April, 2023, by  
Aaron K. Rader.

Lisa Kulhanek  
Notary


1210674  
Commission Number

01/27/2024  
Commission Expiration

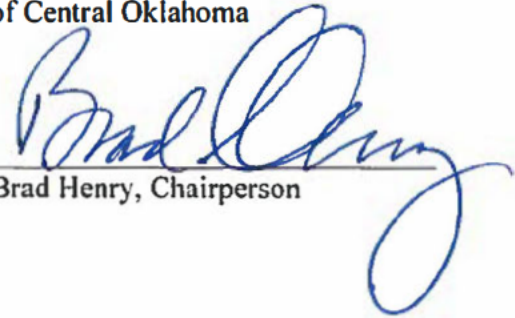


APPROVED by the Trustees of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 19th day of April, 2023.

ATTEST:

  
Marion Hutchison, Vice Chairperson

Regional Transportation Authority  
of Central Oklahoma

  
Brad Henry, Chairperson

Reviewed for form and legality.

  
Josh Minner,  
Assistant Municipal Counselor

## **EXHIBIT A: SCOPE OF SERVICES**

## **EXHIBIT A SCOPE OF SERVICES AND TASKS**

### **REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OLKAHOMA ALTERNATIVES ANALYSIS TRANSIT CORRIDORS TO PROMOTE ECONOMIC DEVELOPMENT & EQUITY INCLUSION (EDEI) PROJECT SCOPE OF WORK OVERVIEW**

#### **SUMMARY**

The Regional Transportation Authority of Central Oklahoma (RTA) requires the assistance of a professional consultant team to conduct an Alternatives Analysis (AA) on two corridors to identify the costs, benefits, environmental and social impacts, and financial feasibility of the corridors. The goals of this AA are to provide the necessary land use and transportation technical analysis including stakeholder and public outreach to support the selection by the RTA of Locally Preferred Alternatives (LPA) for the region.

The consultant will conduct an Alternatives Analysis of two regional transit corridors in the Oklahoma City metropolitan area. Multiple transportation options will be reviewed in each corridor, including rail, highway, and arterial streets. The two corridor locations that will be studied as part of the EDEI Project are an Airport Corridor and a West Corridor. The Airport Corridor will connect Downtown Oklahoma City to the Will Rogers World Airport. This corridor travels southwest of downtown and includes multiple arterial streets with active and high-ridership bus service, an active BNSF rail segment, as well as an abandoned rail corridor. The West Corridor will study connections from Downtown Oklahoma City west towards the cities of Yukon and Mustang in its study area. This corridor parallels portions of I-40, Reno Ave, and an active Union Pacific rail corridor, each of which will be reviewed in the analysis. Both corridors provide the opportunity for new regional transit connections that do not currently exist, greatly benefitting transportation access, as well as economic development opportunities. The potential for new transit services to utilize the recently renovated Santa Fe Station in Downtown Oklahoma City will be included in the review of each corridor.

The following is the Scope of Work to be performed by Kimley-Horn and associated subcontractors.

#### **ASSUMPTIONS:**

- The duration of this Project is expected to be 14 months from the Notice to Proceed (NTP) date.
- The Project is understood to be funded with FTA planning funds. As such, the consultant will adhere to all applicable FTA Capital Grant Investment Grant requirements.
- This scope of work assumes two corridors will be examined, as identified in the 2021 Transit System Plan: Santa Fe Depot/downtown Oklahoma City to Will Rogers World Airport and Santa Fe Depot/downtown Oklahoma City to western Oklahoma

City/Yukon/Mustang.

- The AA will examine both transit corridor alternatives and transit modes for each corridor.
- To the extent practicable and reasonable, Kimley-Horn will rely on tools, methods, data, and strategies employed on the RTA's East Corridor AA process.

## **TASK 1: PROJECT MANAGEMENT AND COORDINATION MEETINGS**

Kimley-Horn will establish appropriate management tools to execute the scope of work, monitor the Project schedule and budget.

### **Task 1.1: Project Management Plan**

Kimley-Horn will update the existing Project Operations Plan (POP), being utilized on the North/South and East Corridors Project, to incorporate the West and Airport Corridors Alternatives Analysis Project.

- POP establishes procedures to follow during the Study including the Project schedule and milestones, labor and cost budget by task, administrative procedures, and the quality plan.

### **Task 1.2 Project Management Meetings**

Kimley-Horn will participate the following Project Management meetings:

- Weekly PM check-in with RTA Owner's Rep (assumed weekly over the course of the 14-month schedule duration, up to 56)
  - Assumes three primary KH staff in attendance, with an additional staff member brought in for technical updates on an as-needed basis
- Weekly internal project coordination

### **1.3 Project Coordination/Documentation**

Kimley-Horn will host an internal document control system and facilitate document sharing with the RTA and external stakeholders as-needed

### **Task 1.4 Monthly Reporting**

Kimley-Horn will prepare monthly invoices and progress reports and will submit to RTA. Reporting will indicate tasks completed in prior month and upcoming schedule activities. Kimley-Horn will provide materials to support the RTA reporting to FTA for grant purposes, as requested but generally assumed to be on a quarterly basis

### **Task 1.5 Quality Assurance/Quality Control**

Kimley-Horn will update the existing Quality Management Plan (QMP), being utilized on the North/South and East Corridors Project, providing documentation of the quality control/quality assurance (QC/QA) plan.

- QMP will be used to communicate to sub-consultants, and Kimley-Horn will conduct independent quality reviews of sub-consultant products.

- QC/QA will be used to review subconsultant products prior to delivery to the RTA.

### **Task 1.6 Project Control System**

- Kimley-Horn will develop an internal project control system to manage records, meeting notes, invoices, and deliverables.

### **Task 1 Deliverables:**

- Monthly Invoice and Progress Report
- Updated POP
- Updated QMP
- Meeting attendance and notes

## **TASK 2: PUBLIC AND STAKEHOLDER ENGAGEMENT**

### **Board Meetings**

- Monthly attendance at RTA's Board meetings (when necessary, up to seven meetings throughout the course of the project). It is assumed that the Kimley-Horn PM and Deputy PM will attend in-person and Task Managers appropriate for agenda items or topical discussions related to the Study.

### **Technical Working Group (TWG) Meetings**

- Technical Working Group – Kimley-Horn will form a Technical Working Group (TWG) comprised of relevant project stakeholders. This is minimally expected to consist of Member City technical staff (i.e., planning; public works; engineering; etc.) and representatives from the Will Rogers World Airport and utilized to review technical work through the course of the AA process. The composition of the TWG will be formed in consultation with the RTA's Owner's Representative.
- Virtual attendance and facilitation of TWG Meetings for each corridor (up to seven total)

### **Task 2.1 Public Involvement Plan**

Kimley-Horn will update the Public Involvement Plan, in coordination with RTA, to account for new activities planned for the West and Airport Corridors.

### **Task 2.2 Public Outreach**

Kimley-Horn will conduct the following public outreach efforts:

- Targeted Stakeholder Meetings (8 meetings for 1 hour; up to 3 Kimley-Horn staff members)
  - These meetings are assumed to be virtual, unless in alignment with existing travel for RTA Board Meetings
- Survey (1 survey, online, English and Spanish, and results summary)
- Public Meetings
  - 2 Town Hall meetings conducted virtually. Assumes travel for 2 Kimley-Horn staff to be aligned with travel to Oklahoma City for Board meetings

- 1 public meeting conducted in-person. Assumes travel for 1 Kimley-Horn staff to be aligned with travel to Oklahoma City for Board meeting
- Public involvement report (1 drafts, 1 final, and 1 summary ppt)
- Spanish translation services (per Title VI guidance)
- Kimley-Horn will coordinate with Embark, MAPS-4 and other related stakeholders to provide project information at their engagement events.

### **Task 2.3 Engagement Activities and Meeting Materials**

Kimley-Horn will utilize the existing Social Pinpoint site, [www.RTAmoves.com](http://www.RTAmoves.com), to serve as the Digital Project Hub (Hub) for the Project. The project website will be expanded slightly to include the following related to the West and Airport Corridors:

- Project Background
- Up-to-date Project information such as timelines and key milestones
- Opportunities to provide feedback, and
- Events and key process points, as applicable.

All content to be posted to the Hub will be pre-approved by RTA.

Kimley-Horn will support RTA with social media content. No content will be posted to social media without approval from the RTA. Social media will be limited to the accounts made specifically for the Study on Facebook, Instagram, and Twitter at the direction of RTA in a pre-approved social media sequence.

#### ***Deliverables:***

- Public Involvement Plan
- Project Website and Social Media Posts
- Collateral material to support public meetings
- Board PowerPoint presentations
- TWG PowerPoint presentations
- Engagement Report

### **TASK 3: ALTERNATIVES ANALYSIS PROCESS**

As an overview, Kimley-Horn will complete the following steps to prepare the Alternatives Analysis (AA) and associated Locally Preferred Alternative (LPA).

1. Develop draft Purpose and Need Statement
2. Establish a set of qualitative (land use, station area inputs, etc.) and quantitative (ridership, travel time, cost, etc.) evaluation criteria to guide the analysis based upon the Purpose and Need.
3. Identify Universe of Alternatives to determine and/or confirm with RTA the initial

#### Definition of Alternatives.

4. Conduct a first level assessment to identify viable alternatives to further examine. The intent of this step is to eliminate alternatives that do not meet stated goals/objectives and the Purpose and Need Statement.
5. Conduct second level assessment utilizing the STOPS ridership data, Service Development and Station Area Planning inputs to refine alternatives. This step of the process will further examine alternatives for fatal flaws, major areas of concern, and overall performance. Kimley-Horn will identify the Benefits and Trade-offs for each alternative.

### **Task 3.1 Project Initiation**

Kimley-Horn will complete the following tasks to initiate the AA:

- Complete project kick-off meeting with the RTA Owner's representative to discuss overall goals, objectives, constraints, and parameters for the AA analysis
- Complete data collection using readily available sources from ACOG, Embark, member cities, and ODOT

### **Task 3.2 Develop Problem Statement, Goals, Objectives, and Evaluation Criteria**

Kimley-Horn will complete the following tasks to establish Problem Statement, Goals, Objectives and Evaluation Criteria:

- Define problem statement through research of existing land use patterns; travel markets; future development areas; and socioeconomic data
- Define Goals and Objectives
- Develop Evaluation Criteria
- Research Existing Conditions
  - Analysis and Data Collection
  - Documentation

#### ***Deliverables:***

- Existing Conditions maps
- Technical Memorandum: problem statement, goals, objectives, and evaluation criteria

### **Task 3.3: Assessment of Alternatives**

Kimley-Horn, in consultation with the RTA's Owner's Rep, will define a universe of alternatives for both corridors as part of this sub-task. The intent of this task is to define all reasonably feasibility alternatives (i.e., alignment and mode) for each corridor suitable for a first-level screening. The conclusion of this task is anticipated to result in a shorter list of feasible alternatives. The number of short-list alternatives will be driven by the RTA Board of Director's and input from key stakeholders.

- Develop universe of feasible alternatives for each corridor including alignment and mode considerations
- Initial screening against goals and objectives using Evaluation Criteria



***Deliverables:***

- Documentation of the Universe of Alternatives
- Various GIS maps to support the Universe of Alternatives

**Task 3.4 Travel Demand Modeling**

Kimley-Horn will utilize the FTA Simplified Trips-on-Project (STOPS) travel demand model for this Study and build on the existing base model developed for the North/South and East corridors.

***Deliverables:***

- Calibrated STOPS model ridership outputs for up to 4 alternatives

**Task 3.5: Refine Transit Alternatives**

Kimley-Horn, in consultation with the RTA's Owner's Rep, will conduct analysis on a short list of alternatives (resulting from Task 3.3). The intent of this task is to complete further technical analysis (i.e., alignment and mode) for each corridor suitable to proffer a recommended LPA. The refinement of alternatives will be driven by the RTA Board of Director's and input from key stakeholders.

- Summary of assessment areas, methodologies, and evaluation criteria
- Matrix summarizing the technical analysis of benefits and impacts

**Task 3.6 Station Location Analysis**

As part of the AA process, Kimley-Horn will help the RTA assess potential station locations for both corridors. This task is intended to identify the appropriate number and general location of potential stations. This task will be completed on alternatives defined by Task 3.5 only. The high-level technical assessment will conclude with draft station locations, selected based on stakeholder feedback and initial analysis.

***Deliverables:***

- Draft station locations supported by various maps

**Task 3.7 Develop Operational Plans**

To support the refinement of alternatives (Task 3.5), Kimley-Horn will prepare operational service concepts for each mode for each corridor under study. This assumes multiple modes may be under examination including Light Rail Transit, Bus Rapid Transit, and Commuter Rail transit. Kimley-Horn will prepare concept of operations for each alternative under study.

***Deliverables:***

- Develop operational plans

**Task 3.8 Cost/Benefit Analysis**

To support the AA process, in service of both Task 3.3 and 3.5, Kimley-Horn will conduct cost-benefit analysis of alternatives under study. The intent of this task is to complete suitable probable cost estimates, supported by concept engineering for both corridors, including assessment of probable costs for real estate/right-of-way, rolling stock/vehicle, transit support

Regional Transportation Authority of Central Oklahoma  
Alternatives Analysis  
Transit Corridors to Promote Economic Development & Equity Inclusion Project  
facilities, stations, and systems.

***Deliverables:***

- Technical memo of statement of probable cost estimates

**Task 3.9 Locally Preferred Alternatives**

The intent of this task is to arrive at LPA for each corridor.



































***Deliverables:***

- Draft Alternatives Analysis LPA report
- Final Adopted LPA Report

## **EXHIBIT B: PROJECT SCHEDULE**

## SCHEDULE

The milestone schedule below highlights the major activities and key milestones required to complete the AA and arrive at the LPA.

	 <b>DISCOVER</b>	 <b>REFINE</b>	 <b>SELECT</b>
	Jan 23	April 23	Dec 23      Mar 24
<b>RTA Coordination</b>	 	   	  
<b>Public Engagement</b>	   PI Plan  Outreach Round 1	    Outreach Round 2  Outreach Round 3	
<b>Key Deliverable</b>	 Existing Conditions  Eval. Criteria Framework & Alternatives Development	 Initial Screen  Tech. Analysis 	 LPA Recommendation  LPA Adoption by RTA Board
<b>KEY</b>  RTA Board Update  Outreach Round  Key Deliverable  Technical Working Group (TWG)  Key Milestone			

## **EXHIBIT C: COMPENSATION**

FEE ESTIMATE  
EFFECTIVE January 26, 2023

Kimley-Horn and Associates, Inc Cost Estimate Summary			
		KHA Hours	Cost
<b>Task 1:</b>	<b>PROJECT MANAGEMENT</b>	834	\$ 188,097
	KHA Labor		\$ 188,097
	Subs		\$ -
	Expenses		\$ -
<b>Task 2:</b>	<b>Public Participation</b>	1,186	\$ 221,776
	KHA Labor		\$ 207,356
	Subs		\$ 14,000
	Expenses		\$ 420
<b>Task 3:</b>	<b>ALTERNATIVES ANALYSIS</b>	2,490	\$ 731,288
	KHA Labor		\$ 477,393
	Subs		\$ 246,500
	Expenses		\$ 7,395
	<b>Contingency</b>		\$ -
	<b>Other KHA Expenses (travel, printing, etc.)</b>		\$ 16,000
<b>TOTAL</b>		<b>4,510</b>	<b>\$ 1,157,160</b>

- Notes:**
1. The budgets in each task shown here are for informational purposes only, KHA reserves the right to move budget from task to task or from subconsultant to subconsultant or sub to KHA as needed
  2. The hourly billing rates shown herein are effective through July 14, 2023
  3. The effort shown here is a good faith attempt to estimate the effort

01/26/2023

		Kimley-Horn and Associates, Inc. West and Airport Corridors Alternatives Analysis									SUB	SUB	SUB	SUB					
		Project Manager	Sr QC Manager / Sr Professional II	Sr Professional I	Sr Professional I	Professional	Professional	Analyst	Project Admin	Support Staff	Cambridge Systematics	DB Engineering & Consulting	Goodin Group	HNTB	Total KHA   Hours	KHA Labor Cost	KHA Expenses	Total Sub Cost	Total Cost
Task 1:	PROJECT MANAGEMENT	249	8	240	0	0	256	65	16	0	\$ -	\$ -	\$ -	\$ -	834	\$ 188,097	\$ -	\$ -	\$ 188,097
1.1	Project Management Plan	2	2	4											8	\$ 2,499			\$ 2,499
1.2	Project Management Meetings	39		39			39	10							127	\$ 28,726			\$ 28,726
	Additional Project Management Meetings	129		129			129	30							417	\$ 94,617			\$ 94,617
	Internal Project Management Meetings	64		64			64	16							208	\$ 47,087			\$ 47,087
1.3	Project Coordination/Documentation/Correspondence		4												4	\$ 1,638			\$ 1,638
1.4	Monthly Reporting / Invoices	13		4			24		16						57	\$ 10,982			\$ 10,982
1.5	QA/QC	2	2					9							13	\$ 2,549			\$ 2,549
1.6	Project Control System														0	\$ -			\$ -
Task 2:	Public Participation	180	0	133	38	154	177	156	0	348	\$ -	\$ -	\$ 7,000	\$ 7,000	1186	\$ 207,356	\$ 420	\$ 14,000	\$ 221,776
	Board Meetings	70		30		60		60							220	\$ 46,240			\$ 46,240
	TWG Meetings	24		24		48		24							120	\$ 24,912			\$ 24,912
2.1	Public Involvement Plan	6		12				12		12					42	\$ 7,920			\$ 7,920
2.2	Public Outreach	66		51	26	32	141	40		116			\$ 7,000	\$ 7,000	472	\$ 82,647	\$ 420	\$ 14,000	\$ 97,067
2.3	Content Management	14		16	12	14	36	20		220					332	\$ 45,637			\$ 45,637
Task 3	ALTERNATIVES ANALYSIS	356	43	99	492	490	30	920	0	60	\$ 120,000	\$ 10,000	\$ -	\$ 116,500	2490	\$ 477,393	\$ 7,395	\$ 246,500	\$ 731,288
3.1	Project Initiation	16	0	0	16	10	0	16	0	0				\$ 1,500	58	\$ 12,093	\$ 45	\$ 1,500	\$ 13,638
3.2	Develop Problem Statement, Goals, Objectives, and Eval	32	2	0	98	176	0	176	0	60				\$ 15,000	544	\$ 93,114	\$ 450	\$ 15,000	\$ 108,564
3.3	Assessment of Alternatives	16	0	0	16	36	0	108	0	0		\$ 5,000		\$ 20,000	176	\$ 28,577	\$ 750	\$ 25,000	\$ 54,327
3.4	Travel Demand Modeling	72	2	24	102	88	0	260	0	0	\$ 120,000			\$ 20,000	548	\$ 100,990	\$ 4,200	\$ 140,000	\$ 245,190
3.5	Refine Transit Alternatives	90	4	45	90	100	0	160	0	0				\$ 40,000	489	\$ 98,972	\$ 1,200	\$ 40,000	\$ 140,172
3.6	Station Location Analysis	10	15	30	30		30								115	\$ 28,751			\$ 28,751
3.7	Develop Operational Plans	20	2		40			60				\$ 5,000		\$ 10,000	122	\$ 23,701	\$ 450	\$ 15,000	\$ 39,151
3.8	Evaluate Cost, Benefits, and Impacts	80	8		80	40		60						\$ 10,000	268	\$ 59,400	\$ 300	\$ 10,000	\$ 69,700
3.9	Locally Preferred Alternatives	20	10		20	40		80							170	\$ 31,796			\$ 31,796
	CONTINGENCY																		\$ -
																			\$ -
	Expenses																\$ 16,000	\$ -	\$ 16,000
	Printing/Reproduction																\$ 1,000		\$ 1,000
	Travel																\$ 15,000		\$ 15,000
TOTAL HOURS		785	51	472	530	644	463	1141	16	408					4510				\$ -
TOTAL COST											\$ 120,000	\$ 10,000	\$ 7,000	\$ 123,500		\$ 872,845	\$ 23,815	\$ 260,500	\$ 1,157,160

Notes:    1. The budgets in each task shown here are for informational purposes only, KHA reserves the right to move budget from task to task or from subconsultant to subconsultant or sub to KHA as needed  
              2. The hourly billing rates shown herein are effective through July 14, 2023  
              3. The effort shown here is a good faith attempt to estimate the effort

**EXHIBIT D: NOTICE TO PROCEED SAMPLE**





2000 S MAY AVENUE,  
OKLAHOMA CITY, OK 73108

405.297.1331

rtaok.org

April 19, 2023

Liz Scanlon  
Kimley-Horn and Associates, Inc.  
10 Almaden Boulevard, Suite 1250  
San Jose, CA 95113

Subject: Notice to Proceed for RTA 22-001, Alternatives Analysis to Promote Economic Development and Equity Inclusion for Corridors in the Central Oklahoma Region

Ms. Scanlon:

Please accept this letter as your Notice to Proceed for RTA 22-001, Alternatives Analysis to Promote Economic Development and Equity Inclusion for Corridors in the Central Oklahoma Region.

Thank you for your partnership with the Regional Transportation Authority of Central Oklahoma on this project and should you have any questions concerning the project please contact RTA's representative, Kathryn Holmes, Holmes & Associates, LLC, [kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com).

Sincerely,

Jason Ferbrache  
Interim Executive Director

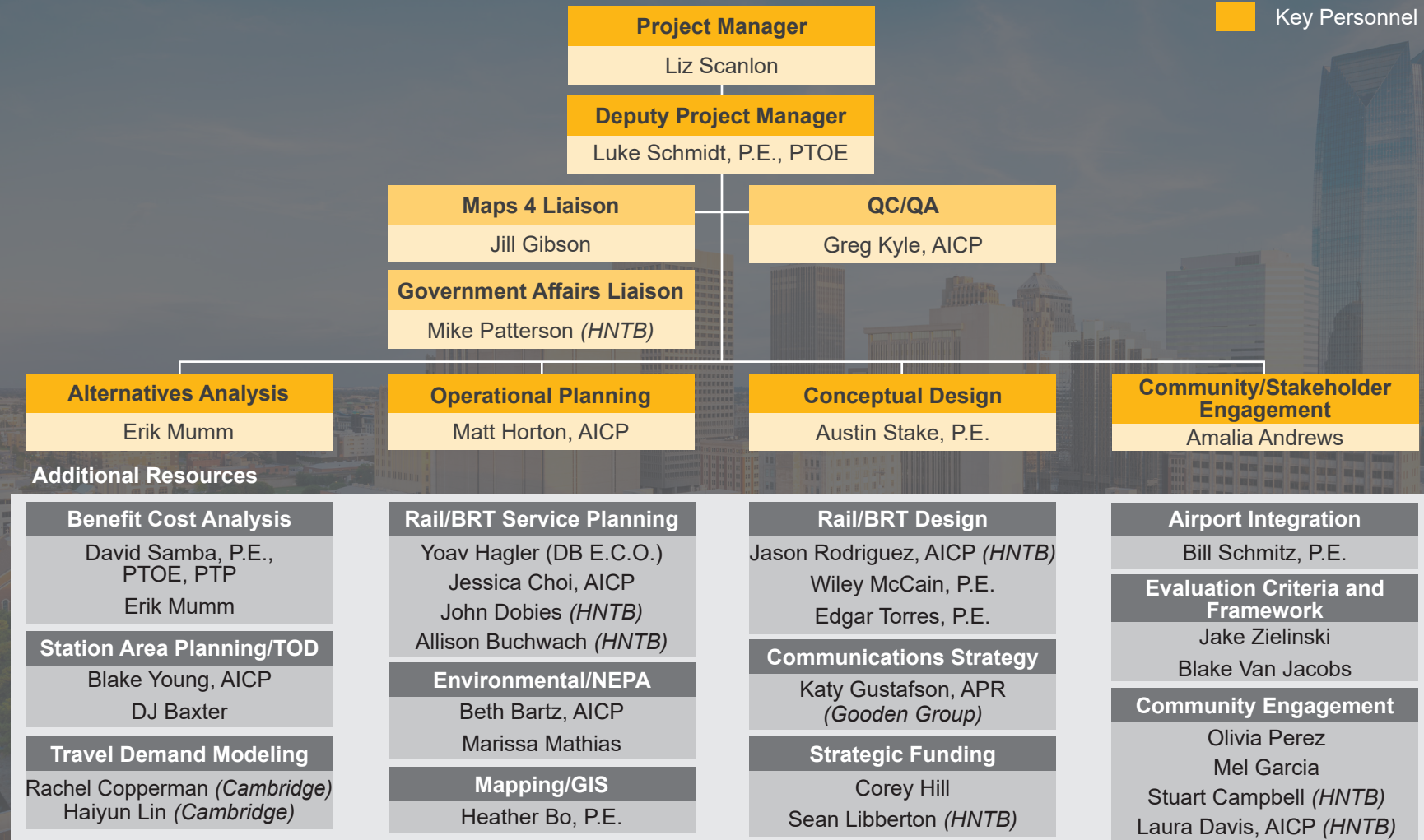
**EXHIBIT E: STAFFING CHART AND KEY PERSONNEL**

# Project Team

This organization chart below presents the structure of our integrated team and key team members, and delineates respective roles and responsibilities. The individuals we have selected for our team have experience working on similar alternatives analysis (AA) projects for the RTA and nationwide. The services of our well-qualified team provide

unmatched capabilities and availability. Our subconsultants are frequent teaming partners of Kimley-Horn on transit projects, and we work well together. Our team provides the RTA with diverse experience, local knowledge, well-established relationships, and proven performance in delivering quality projects.

 Key Personnel



**EXHIBIT F: REQUIRED INCLUSIONS CERTIFICATIONS AND FORMS**

## ANTI/NON-COLLUSION AFFIDAVIT


The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

**The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the agreement/contract, and the requirements for proposers.**

**THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL**

Aaron Rader, P.E.	Vice President/Authorized Signer
Type Name of Authorized Agent	Title
	
Signature	
Kimley-Horn and Associates, Inc.	
Company Name	
11700 Katy Freeway, Suite 800, Houston, TX	77079
Address	Zip Code
281.597.9300	
Telephone Number and Fax Number if any	

## TO BE COMPLETED BY THE NOTARY:

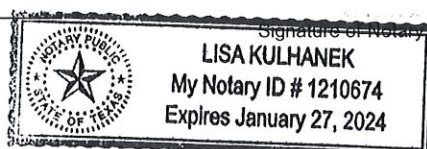
State of \* Texas )  
 )  
 County of \* Harris ) SS.  
 [\*State and County where notarized must be written in for bid to be considered.]

Signed and sworn to before me on this 25th day of October, 2022 by Aaron K. Rader  
 [Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: 1210607  
 [Texas]

Type Name of Notary Public Lisa Kulhanek

My Commission Expires: 01/27/2024  
 [Date/Year]





[49 Okla. Stat. 1985 §119]

**FORM A-20**  
**CONTRACT AWARD OFFER AND ACCEPTANCE FORM**  
**Include in Request for Proposals**

**RFP NUMBER:** RFP 22-001      **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project

**Offeror shall complete this form and include this form in the price proposal.**

**OFFER**

By execution below the Offeror Kimley-Horn & Associates hereby offers to furnish equipment and services for \$ 1,157,160 as specified in the RTA Request for Proposals (Number: 22-001) for (description of item or service) requires the assistance of a professional consultant team to conduct an Alternatives on two corridors to identify the Locally Preferred Alternative (LPA) including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: Kimley-Horn and Associates, Inc.

Name

4727 Gaillardia Parkway , Suite 250

Street Address

Oklahoma City, OK 73142

City, State, Zip

Aaron Rader

*Aaron K. Rader, P.E.*

Signature of Authorized Signer

Vice President

Title

405-241-5447

Phone

**Additional Notes:** \_\_\_\_\_

**NOTICE OF AWARD**

By execution below, RTA accepts Offer as indicated above.

Jason Ferbrache  
Name (Executive Director)

\_\_\_\_\_  
Signature

Date of Award: 4-19-23



## **EXHIBIT G: INSURANCE**

**1. Insurance Requirements.** Consultant shall procure and maintain insurance at its own expense against claims which may arise from or in connection with the performance of the services hereunder by Consultant, its officers, employees, agents, or subcontractors.

**2. Minimum Coverage.** Coverage shall include the following policies with limits at least as broad as that set forth:

- A. Worker's Compensation Insurance and Employer's Liability Insurance
  - a. Worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability insurance in an amount not less than one-million dollars (\$1,000,000) per occurrence for bodily injury or disease.
- B. Commercial General Liability Insurance
  - a. Commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with limits not less than one-million dollars (\$1,000,000) per occurrence.
- C. Automobile Liability Insurance
  - a. Automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with limit no less than one-million dollars \$1,000,000 per occurrence for bodily injury and property damage.
- D. Professional Liability (Errors and Omissions) Insurance
  - a. Professional liability (errors and omissions) insurance appropriate to Consultant's profession, with limit no less than one-million dollars (\$1,000,000) per occurrence.

**3. Duration of Coverage.** All insurance required under this Contract shall be procured and maintained in full force and effect:

- A. Prior to and as a condition of approval of this Contract;
- B. For the duration of this Contract; and
- C. Until formal acceptance of the project.

**4. Additional Insureds.** All insurance (except professional liability and worker's compensation and employer's liability policies) shall provide that RTA is named additional insured without reservation or restriction.

**5. Certifications and Endorsements.** Consultant shall provide RTA with certificates of insurance and endorsement pages evidencing compliance with the terms of this Contract prior to and as a condition of approval of this Contract and on a timely basis upon request by RTA for the duration of this Contract. Certificates of insurance will list RTA as a certificate holder and reflect in the "DESCRIPTION OF OPERATIONS" field: "Additional insured(s) on the listed policies are those required in the contract." The "DESCRIPTION OF OPERATIONS" filed must also include the project or contract number or name.

**6. Confirmation Authority.** Consultant authorizes RTA to confirm Consultant's insurance compliance with its insurance agents, brokers, surety, and carriers.

**7. Authorized Companies.** All insurance must be from responsible insurance companies which are licensed to transact business in the state of Oklahoma and are acceptable to RTA. The insurance policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of the State of Oklahoma.

**8. Primary.** All insurance coverage of Consultant shall be primary to any insurance or self-insurance program carried by RTA.

**9. Deductibles.** All policies must be fully insured with any single policy deductible not exceeding twenty-five thousand dollars (\$25,000). All deductibles must be declared on the certificate of insurance. If no deductible is declared, Consultant is affirming a deductible does not exist and thus a deductible is not approved or accepted. If Consultant's deductible is different than declared, then RTA will hold an equal amount from pay claims until RTA has a retainage sufficient to cover the deductible.

**10. Occurrence Policies.** All policies shall be in the form of "occurrence" coverage.

**11. General Aggregate.** Should any of the insurance required under this Contract be provided under a form of coverage that includes a general aggregate limit, either the general aggregate limit must apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limits.

**12. Subrogation Waived.** Consultant hereby grants to RTA a waiver of any right to subrogation which any insurer of said Consultant may acquire against RTA by virtue of the payment of any loss under such insurance.

**13. Severability of Interest.** Except with respect to limits of insurance, all liability policies must provide that with respect to claims involving any insured hereunder, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured.

**14. Change or Cancellation.**

- A. Consultant shall provide actual prior notice to RTA of any change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Contract and shall use all reasonable endeavors to do so as soon as possible, but at least thirty (30) days prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Contract is a breach of this Contract, unless Consultant has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing Consultant has been and will continue to be in full compliance with the insurance terms of this Contract.
- C. If any insurance policy or coverage required by this Contract is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Contract, RTA may at its sole option suspend this Contract until there is full compliance with the insurance terms and conditions or terminate this Contract and seek damages for a breach of this Contract.



- D. If any insurance policy or coverage required by this Contract is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Contract, Consultant shall be fully responsible and liable for and RTA may at its option withhold payment otherwise due Consultant to pay any claim by RTA for any loss, damages, costs, or expenses, including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, or terminated insurance policy or coverage been in effect without limitation as to the policy amount.

**15. Survival.** The terms and conditions contained in this Exhibit G and Article 11 in the Contract shall survive the expiration or termination of this Contract.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/17/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Edgewood Partners Ins. Center</b> <b>3780 Mansell Rd. Suite 370</b> <b>Alpharetta, GA 30022</b>	<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> 770-220-7699 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com														
<b>INSURED</b> <b>Kimley-Horn and Associates, Inc.</b> <b>421 Fayetteville Street, Suite 600</b> <b>Raleigh, NC 27601</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B : Allied World Assurance Co (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyd's of London</td> <td>085202</td> </tr> <tr> <td>INSURER E : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pittsburg	19445	INSURER B : Allied World Assurance Co (U.S.) Inc.	19489	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Lloyd's of London	085202	INSURER E : Zurich American Insurance Company	16535	INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER: 23-24****REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	<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
D	<b>Professional Liab</b>			B0146LDUSA2304949	04/01/2023	04/01/2024	Per Claim \$2,000,000 Aggregate \$2,000,000
E	<b>Valuable Papers</b>			CPP585223110	04/01/2023	04/01/2024	Limit \$500,000

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

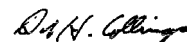
Re: **ALTERNATIVES ANALYSIS TO PROMOTE EDEI PROJECT; Liz Scanlon.** The RTA and its participating trusts are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

**Regional Transportation Authority  
of Central Oklahoma (RTA)**  
**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



## DESCRIPTIONS (Continued from Page 1)

any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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 above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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, 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 the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**EXHIBIT H: REQUEST FOR PROPOSAL RFO 2022-0001**



**Regional Transportation Authority  
of Central Oklahoma**

## **REQUEST FOR PROPOSALS (RFP)**

**RTA ALTERNATIVES ANALYSIS FOR THE CENTRAL OKLAHOMA REGIONAL  
TRANSIT CORRIDORS TO PROMOTE ECONOMIC DEVELOPMENT AND EQUITY  
INCLUSION PROJECT**

**RELEASE DATE: October 3, 2022**



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## **REQUEST FOR PROPOSALS ALTERNATIVES ANALYSIS UPDATE**

The Regional Transportation Authority of Central Oklahoma (“RTA”) invites qualified firms or teams to submit proposals to provide consulting services in connection with RTA’s desire to complete an Alternatives Analysis for the Economic Development and Equity Inclusion Project (“EDEI Project”) for corridors in the Central Oklahoma Region.

### **I. OVERVIEW**

The Regional Transportation Authority of Central Oklahoma (“RTA”) seeks the assistance of a professional consultant team to conduct an Alternatives Analysis in the Central Oklahoma Region. The consultant will conduct an Alternatives Analysis (AA) on two corridors to identify the costs, benefits, environmental and social impacts, and financial feasibility of the corridors. The goals of this AA are to provide the necessary land use and transportation technical analysis including stakeholder and public outreach to support the selection by the RTA of Locally Preferred Alternatives (LPA) for the region.

The study is being funded with FTA planning funds and future activities will be supported with FTA discretionary grant funding, requiring the consultant to adhere to all applicable FTA Capital Investment Grant New Starts requirements.

### **II. ABOUT RTA**

The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing city councils of Oklahoma City, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

### **III. BACKGROUND**

In 2005, the region completed a Regional Fixed Guideway Study. That study identified potential transportation solutions that would improve connections among the greater Oklahoma City metropolitan region’s growth centers; employment centers including Tinker Air Force Base, OU Health Sciences Center, and the region’s colleges and universities; enhance economic development opportunities; improve mobility; expand transportation options and improve air quality.

In 2009, the Association of Central Oklahoma Governments (ACOG) initiated the Regional Transit Dialogue, a visioning process to determine the desire for expanded and enhanced regional public transportation, in cooperation with local partners. The RTD engaged local, elected officials; policy stakeholders; transit advocates; private sector leaders, and the general public to articulate how transit can serve the region in the years and decades to come. It built upon the recommendations from the 2030 Systems Plan outlined in the Fixed Guideway Study. Also, in 2009 Oklahoma City citizens voted in favor of MAPS 3, a sales tax-financed public works program, which included a \$135 million streetcar system. That system had first been conceived in the Fixed Guideway Study of 2005. More than 10 years later, with 4.9 miles of rail laid, streetcar service commenced in Oklahoma City to great fanfare in December 2018. Eventually, the streetcar will serve as an intricate

part of a comprehensive, regional transit system and will work in coordination with express buses and commuter rail.

In 2010, ACOG partnered with the Central Oklahoma Transportation and Parking Authority (COTPA), the City of Oklahoma City, and the Oklahoma Department of Transportation (ODOT) on an Intermodal Transportation Hub Study. The study involved a two-tier evaluation process that began with ten potential hub locations along major rail lines within downtown Oklahoma City. That study, which was completed in 2011, culminated in the selection of the Santa Fe Station as the regional transportation hub. A total of \$28.4 million was spent to restore and renovate the art deco structure and transform it into a transit hub to serve passenger trains, the new streetcar system, city buses, taxis and bicycle and ride-sharing services.

In February 2013, ACOG initiated the Commuter Corridors Study (“CCS”) to evaluate the three transportation corridors: the north corridor between Oklahoma City and Edmond; the east corridor, connecting Oklahoma City Del City, and Midwest City (Tinker Air Force Base), and the south corridor connecting Oklahoma City, Moore and Norman. The study was completed in 2015 and approved by ACOG’s Intermodal Transportation Policy Committee that same year. The study provided in-depth analysis of potential alignments, technologies, ridership forecasts and estimated costs. Although the CCS culminated in the selection of a locally preferred alternative (“LPA”) for each corridor, the LPAs were never adopted into a financially constrained transportation plan.

In 2015, six local mayors signed a historic memorandum of understanding memorializing the creation of a Regional Transit Authority Task Force for Central Oklahoma. That task force was charged with developing the RTA for the region. In the years following the signing of the MOU, 2016-2018, the task force worked on RTA development including governance models; board representation and structure; voting protocols; district boundaries, and much more. In late 2018, the city councils of the six municipalities (Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City) (the initial beneficiaries) approved a Trust Agreement and Indenture creating the RTA as a public trust. The Trust Agreement and Indenture was filed with the Oklahoma Secretary of State on February 20, 2019, thus creating a regional transportation district to be governed by the Regional Transportation Authority for Central Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. The Trust Agreement and Indenture is in the process of being amended and restated to reflect the current beneficiaries of Oklahoma City, Edmond, and Norman and restate the weighted voting protocols.

## **A. Previous Regional Transit Studies**

There have been several transit studies conducted in the Central Oklahoma Region. The studies are available for review at [www.rtaok.org](http://www.rtaok.org).

## **B. Studies Currently Underway**

After more than a decade of transformative growth, the Regional Transportation Authority (RTA) of Central Oklahoma has created a Transit System Plan for its member cities: Del City, Edmond, Moore, Norman & Oklahoma City. This is a major milestone towards coordinated regional transit to complement and connect local transit with regional mobility options. The Transit System Plan is a long-term guide for the region’s transportation policies, investments, and projects. It identifies projects that align with the region’s goals and community input by leveraging previous studies and plans. It solidifies a vision for regional transit solutions to work toward in the future. Now that the Transit System Plan is completed, we are now advancing into an Alternatives Analysis that will evaluate corridors, type of transit, and station locations.

The RTA currently has two corridors under study: The North/South Corridor and the East Corridor.

The North-South corridor is in the BNSF right-of-way serving the region through the communities of Edmond, Oklahoma City, and Norman. The alignment and transit mode have not been finalized yet and are dependent upon RTA and BNSF reaching an agreement. RTA and BNSF are exploring this alignment option as a possibility, however, and BNSF is working to determine if the commuter service will be compatible with the freight obligations at this time. Currently, the project team is studying the type of commuter rail operation that best meets the needs of the community. Station locations will also be considered maximizing ridership and efficiency and the placement of an operations and maintenance facility.

High-capacity transit services of all types are being studied to serve the region through the east corridor communities from Oklahoma City to Tinker Airforce Base. This corridor is being fully examined for mode and alignment. The RTA will consider community demographics, travel patterns, and needs that influence the types of transit that will best-serve the corridor.

The RTA anticipates selecting a Locally Preferred Alternative for the North/South corridor and the East Corridor prior to June 30, 2023.

### **C. Alternatives Analysis for Transit Corridors to Promote Economic Development and Equity Inclusion Project**

The Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project ("EDEI Project") will conduct an Alternatives Analysis of two regional transit corridors in the Oklahoma City metropolitan area. Multiple transportation options will be reviewed in each corridor, including rail, highway, and arterial streets.

The two corridor locations that will be studied as part of the EDEI Project are an Airport Corridor and a West Corridor. The Airport Corridor will connect Downtown Oklahoma City to the Will Rogers World Airport. This corridor travels southwest of downtown and includes multiple arterial streets with active and high-ridership bus service, an active BNSF rail segment, as well as an abandoned rail corridor. The West Corridor will study connections from Downtown Oklahoma City west towards the cities of Yukon and Mustang in its study area. This corridor parallels portions of I-40, Reno Ave, and an active Union Pacific rail corridor, each of which will be reviewed in the analysis.

Both corridors provide the opportunity for new regional transit connections that do not currently exist, greatly benefitting transportation access, as well as economic development opportunities. The potential for new transit services to utilize the recently renovated Santa Fe Station in Downtown Oklahoma City will be included in the review of each corridor.

## **IV. SCOPE OF WORK**

*The scope of work presented here is intended to be an outline of work expected to be completed by the consultant. It is not intended to be a final scope and should be refined further through the proposal process and the negotiation process.*

As part of this Scope of Work, the Consultant will be required to consider the impact the proposed alternatives have on minority, elderly, and low-income populations. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d). It will be important to consider these

impacts when conducting an analysis of proposed transportation solutions.

## **A. Project Management and Coordination Meetings**

### **1. Project Management Plan**

The consultant shall prepare a detailed Project Operations Plan (POP) which will consist of a detailed description of tasks to be undertaken in the work program, a labor and cost budget for each task, a project schedule, a quality control/quality assurance plan, and project administrative procedures. This POP will serve as the guide for all aspects associated with management of the project and will apply to all of the consultant team members and their staffs.

#### Activities:

- Submit draft POP to RTA for review and comment
- Receive comments and revise draft as required
- Distribute final POP controlled document to RTA

#### Deliverables:

- Draft POP
- Electronic copies of a POP document, two weeks after receipt of comments, containing all elements, including a detailed description of tasks to be undertaken in the work program, a labor and cost budget for each task, a project schedule, a quality control/quality assurance plan, and project administrative procedures

### **2. Project Management Meetings**

Per the POP, the consultant project manager shall meet with the RTA Owner's Representative and appropriate project team members including appropriate sub consultants (collectively the "Project Management Team or PMT"), to coordinate activities, review progress and budget, identify issues and courses of action needed to resolve those issues.

#### Activities:

- Monthly coordination meetings with RTA Owner's Representative and PMT members and others necessary to report and discuss project status and identify and resolve issues
- Develop action item lists that identify issues and the entity responsible for resolution
- Prepare and distribute meeting minutes
- Provide a monthly updated status list of task deliverables

#### Deliverables:

- Meeting minutes within five calendar days
- Materials for project and issues meetings as required
- Status list three days prior to scheduled coordination meetings

### **3. Project Coordination / Documentation / Correspondence**

The consultant shall prepare and implement, consistent with the POP, a document control system for the project. The consultant shall prepare and distribute incoming and outgoing correspondence and maintain a project filing system.

#### **Activities:**

- Establish the document control plan and office procedures
- Provide administrative services support to consultant team members
- Establish central project filing system and library
- Prepare issue tracking documentation
- Maintain master schedule

#### **Deliverables:**

- Document Control Plan and Office Procedures
- Project Participant Directory
- Document Control System

### **4. Monthly Reporting / Invoices**

The consultant shall prepare and submit monthly progress reports on a scheduled basis including:

- Estimated percentage of work completed and budget expended per major task
- Schedule activity report
- Work activities anticipated for following month for major tasks
- Existing and anticipated issues/problems that may affect the budget, schedule or work products
- Updated project schedule with milestones and deliverables
- Monthly invoices documenting project costs and remaining budget by major task.
- Periodic reporting to the Federal Transit Administration as required by the RTA Raise Grant Agreement.

#### **Activities:**

- Prepare monthly invoices and progress and schedule reports
- Review monthly invoices and progress reports of subconsultants
- Prepare monthly invoices and progress reports for the project team
- Prepare and update project schedules with milestones and deliverables

#### **Deliverables:**

- Monthly invoice and supporting documents.
- Monthly progress and schedule report.
- Report to FTA as required by RTA Grant Agreement.

### **5. Quality Assurance / Quality Control**

The consultant and all subcontractors shall prepare a Quality Assurance Plan. The consultant team will comply with the Consultant's Quality Assurance Plan by designating Quality Assurance/Quality Control reviewers for each major deliverable provided to RTA.

Documentation of the QA/QC reviews will be available to for RTA review. Each QA/QC reviewer will have experience in the required discipline area for each major deliverable.

Activities:

- QA/QC review of major project deliverables
- Document QA/QC comments and disposition for project files
- Respond to RTA QA/QC audits as required

Deliverables:

- QA/QC stamped deliverables

## **6. Project Control System**

The consultant team will develop a project control system to include document/record management, meeting notifications and minutes, submittal and approval of project deliverables, and invoice processing.

## **B. Public Participation**

RTA desires to involve all regional stakeholders in the process of preparing the EDEI Alternatives Analysis. RTA seeks a consultant team that has a proven track record of engaging communities in the discussion of high capacity transit. The consultant must have the skills not only to vision with the communities about what they would like to see, but ultimately to communicate the trade-offs in terms of transportation investments during the AA process.

### **1. Public Involvement Plan**

During the Alternatives Analysis phase, the consultant will prepare a public involvement plan (PIP) and develop and implement a public involvement approach. RTA will work closely with the consultant to develop an appropriate PIP and will be involved closely with implementation of the plan. The consultant will provide support for the approach, development, and implementation of any public involvement efforts. The PIP will build upon previous activities in the corridor. The PIP will identify roles and responsibilities for each type of activity and will work closely with the Stakeholder Advisory Committee. The consultant shall support the identification of and the communication to minority and ethnic populations along the corridor, provide outreach strategies for populations with Limited English Proficiency (LEP), and support the PIP through the preparation of technical materials for public meetings and attendance at meetings.

Activities:

- Prepare Public Involvement Plan

Deliverables:

- Public Involvement Plan

### **2. Public Outreach**

During the course of the Alternatives Analysis, the consultant will conduct a number of public meetings to present information to the general public, as well as to receive input. The consultant will coordinate with the Stakeholder Advisory Committee to hold a series

of public workshops for the Alternatives Analysis. These workshops should inform participants on the study and allow feedback on proposed transit technologies, alignments, and community impacts. The consultant shall assist the Stakeholder Advisory Committee in preparing for these meetings, presenting technical information (when requested), and documenting the meetings. The consultant will attend a wide range of public meetings, including public open houses, station/station area planning meetings, and meetings of the RTA upon request. The consultant may be required to attend and participate in additional meetings with the cities that comprise the RTA.

Activities:

- Develop outreach strategies for a diverse population base of senior citizens, minority and ethnic population groups, and LEP population groups
- Develop outreach strategies for city staff in each of the RTA member cities
- Prepare technical information, as needed
- Prepare minutes/summaries of each meeting attended
- Provide support staff for public engagement

Deliverables:

- Agendas, graphics, other presentation materials (including PowerPoint), sign-in sheets, and handouts, as required, for open house.
- Minutes/summaries of each meeting.

### **3. Content Management**

The consultant will be responsible for setting up a project website with a Content Management System component so RTA staff may easily update information on meetings and disseminate project information, maps, reports, etc. This website will be used throughout the project duration as a supplemental means to inform the general public and to receive public input. Newsletters and other public information materials will be presented on the website. RTA will have final editorial review of all digital, print and social media content related to the project.

Activities:

- Generate website and supporting electronic materials as required to support overall public involvement objectives.
- Prepare draft text and graphics as needed for print, online, or social media content. Materials should be translated into languages as appropriate for populations with LEP.
- Revise draft newsletters and prepare final text, graphics, and tables for each of the newsletters
- Review the final newsletter before posting on website and printing and distribution by RTA.

Deliverables:

- As needed, base information and updates suitable for insertion into the web pages and social media platforms.



## **C. Alternatives Analyses**

RTA seeks a consultant with experience with AA preparation and a demonstrated track record working with the Federal Transit Administration to prepare an Alternatives Analysis and Locally Preferred Alternatives for the EDEI Project. The AA process is defined in detail and must be carried out with excellent technical skill and constant communication with FTA to be successful. A successful consultant will demonstrate knowledge of the AA process and aptitude regarding the technical analyses needed to produce a technically sound AA. It is important that the Alternatives Analysis process follow guidance that FTA publishes regarding New Starts and Small Starts requirements. The LPA that results from this study should have all the elements required by FTA to advance into NEPA and the New Starts process and position the project to be eligible for FTA discretionary grant program funds.

Work elements for the AA would include, but are not limited to:

### **1. Project Initiation**

The consultant will coordinate with the RTA Owner's Representative to schedule a kick-off meeting with the project management team and identify relevant issues for the AA process based upon an initial review of existing documents, corridor conditions, and technical advisory committee input. A tour of the corridors will also be included.

#### Activities:

- Schedule Kick-Off Meeting

#### Deliverables:

- Meeting Minutes

### **2. Develop Problem Statement, Goals, Objectives and Evaluation Criteria**

The consultant will define the initial problem statement, goals, objectives and evaluation criteria based upon FTA guidance. The problem statement, goals, objectives and evaluation criteria will create the framework for the development and evaluation of alternatives and the content of the AA.

#### Activities:

- Identify areas of effect for each of the social, economic, environmental and transportation issues or resources
- Present problem statement, goals, objectives and evaluation criteria to RTA
- Develop an understanding of existing developments, recent and approved /pipeline developments and adopted plans
- Prepare minutes of any meetings
- Prepare draft document of problem statement, goals, objectives and evaluation criteria
- Prepare materials for public meetings

#### Deliverables:

- Land use evaluation map(s) that shows adopted land use and potential needs/impacts.
- Document presenting the problem statement, goals, objectives and

evaluation criteria.

### **3. Assessment of Alternatives**

This task will focus on alternative definition. Feasibility of alternatives will determine alternatives to be taken to further development. This task will document alternatives to undergo more detailed evaluation.

#### Activities:

- Develop Evaluation Criteria
- Establish goals and objectives
- Station location analysis
- Assess Social, Economic, Environmental and Transportation Issues.
- Conduct analysis of the impacts of alternatives on Neighborhood Character, Health, Affordable Housing, Access to Employment, and Household Transportation Costs
- Assess Alternatives
- Define Alternatives
- Prepare inputs for the travel demand model

#### Deliverables:

- Technical Memorandum: Refined definition of alternatives
- Technical Memorandum: Refined conceptual capital and operational cost estimates

### **4. Travel Demand Modeling**

Consultant will review regional travel model for applicability to the transit systems planning and alternatives analysis activities. Consultant will conduct a series of tests to ensure the model outputs, particularly those related to the transit mode choice (i.e. ridership), are reasonable. Consultant may suggest improvements to the entire model or to specific components of the model, utilizing any or all approaches feasible within a reasonable scope to project future transit ridership and user benefits. These improvements may include, but are not limited to, the travel model's structure or parameters; zones or districts; and roadway/transit network refinements. If required and warranted in the course of the analysis, the consultant may use and document alternative or supplemental methodologies to finalize corridor level forecasts.

Throughout the process the consultant shall provide RTA with data analysis steps and document assumptions made in travel demand modeling or any other data analysis. Travel demand model input and output data shall be made available to RTA. All GIS data used shall also be made available to RTA. It is of utmost importance that the data used in the study be readily available and documented thoroughly so that FTA and RTA can reproduce the results in the Alternatives Analysis.

#### Activities:

- Review future land use assumption inputs into the travel model
- Understand the proposed corridors and their compatibility with transit-supportive land uses (e.g., higher density housing, mixed use developments, campuses, etc.)
- Prepare a series of GIS maps showing land use densities by type (e.g., employment, households, etc.)

- Confirm operating costs using planning level analysis.
- Create a reasonable course of action for producing a final product that can interact with the FTA transit ridership evaluation tool Simplified Trips-on-Project Software (STOPS), and for producing (and preserving) forecasts that will be acceptable to FTA for a New or Small Starts project evaluation
- Interact with FTA and RTA as needed in this process.

Deliverables:

- GIS maps showing land use densities by type
- Technical Memorandum regarding service headways
- Technical Memorandum regarding operating costs
- Ridership forecasts that determine the projected ridership based on the travel demand model and any reasonable assumptions concerning land use, economic development, or job growth.

## **5. Refine Transit Alternatives**

During this analysis, the consultant will develop a work session with RTA to refine the transit alternatives. The full range of information developed will be assessed based on land use, ridership, cost, political, environmental, and engineering issues.

Activities:

- Refine the identification of the areas of effect for each of the social, economic, environmental, and transportation issues or resources
- Evaluate the refined benefits and impacts of the alternatives based on the assessment methodologies
- Identify the methodology for assessing the detailed effects of the alternatives on existing and proposed infrastructure as well as the environment
- Refine evaluation criteria and measures of effectiveness based on the project goals, objectives, and purpose and need
- Assess the benefits and impacts of the refined alternatives
- Summarize the effects in an evaluation matrix and develop a set of findings and conclusions
- Conduct Work Session with RTA to discuss the finding of the assessment.

Deliverables:

- Technical memorandum describing draft assessment areas and methodologies
- Memorandum summarizing the evaluation criteria and measures of effectiveness for engineering and environmental assessments
- Evaluation matrix outlining benefits and impacts

## **6. Station Location Analysis**

The purpose of this task is to determine the number and locations of stations, and complete station site selection to include alternate station site locations and all aspects of preliminary station planning. The consultant will coordinate this task with cities in the

RTA service area in order to develop/access station area principles, station location evaluation criteria, and station area planning guidelines. Additionally, the consultant will provide a corridor real estate analysis.

Activities:

- Develop transit engineering station location evaluation criteria and measures for each station
- Review criteria with RTA and affected cities
- Incorporate public input into station location evaluation criteria
- Review station locations with RTA and revise as necessary
- Conduct workshops to review preliminary station location recommendations
- Prepare a station location report identifying platform locations

Deliverables:

- Station location report
- Engineering station location evaluation criteria

## **7. Document Station Elements and Site Envelope**

The consultant shall develop basic station requirements, or programs, for each potential station. These program elements will define the expected functional role for each station (i.e. walk-up, transfer center, or park-and-ride) and program elements that will define each station's site envelope (parking, storm water, major access points, system components) for impact assessment.

Activities:

- Prepare program elements and station envelope for each station
- Ensure that station locations are closely coordinated with land use planning efforts from the affected cities

Deliverables:

- Technical Memorandum identifying preliminary station program elements. These program elements will define the expected functional role for each station (i.e. walk-up, transfer center, or park-and-ride) and identify technical requirements for platform locations, bus bays and bus circulation areas, kiss- and-ride spaces and the number of park-and-ride spaces as appropriate to each station.
- Station envelope concept plans.
- Visualizations, Renderings and Graphics detailing the alternatives

## **8. Develop Operational Plans**

Develop operational plans for the alternatives that advance from the screening process. The operational plans shall include:

- i. Service standards
- ii. Station locations
- iii. Travel times
- iv. Headway (by time period)
- v. Fare structure

- vi. Hours of service
- vii. Type of vehicles
- viii. Number of vehicles required
- ix. Peak load capacity
- x. Vehicle miles travelled
- xi. Vehicle hours travelled

Activities:

- Develop operational plans

Deliverables:

- Operational plans

## **9. Evaluate Cost, Benefits, and Impacts**

The consultant will evaluate all reasonable alternatives in each corridor. The evaluation of the costs, benefits, and impacts should focus on trade-offs between alternatives and provide the information in an easy-to-understand format so the RTA board of directors may comprehend the differences between alternatives. The evaluation will emphasize for each alternative how the alternative rates under the FTA benefit-cost analysis for qualifying for discretionary grant funding. The consultant will provide capital and operational cost estimates for the recommended LPAs in the FTA's Standard Cost Categories and include a sensitivity analysis of factors impacting financial projections.

Activities:

- Develop cost estimates
  - o Provide capital and operational cost reports for the EDEI Project Corridor LPAs.
  - o Estimates should include costs associated with LPA corridor preservation.
  - o Estimates will include costs for facilities, systems and equipment, rights-of-way and RTA allowances (soft costs).
  - o Facilities costs will be comprised of guideway, stations, parking/roadways, major structures, surface modifications, and trackwork.
  - o Systems and equipment will include rolling stock, power supply, electrification and distribution, signals and communications, and fare collection.
  - o RTA allowances will contain costs for administration, project management, construction management, community relations and involvement, insurance/legal, start up and testing, and training.
- Establish cost database
  - o Consultant shall revise the capital/operational cost estimates depending on the refinements of alternatives and variations developed during the design process.
- Prepare Capital Cost Reports
- Prepare Operating Cost Reports
- Set up cost change documentation mechanism, including establishing baseline cost for corridor LPA
- Develop other cost estimates on an as needed basis for analysis purposes during the design process.

Deliverables:

- Initial, interim and final Capital and Operating Cost Reports

- Cost change tracking mechanism and cost baseline for corridor LPA

## 10. Locally Preferred Alternatives

This task will develop final detailed alternatives that will be the basis for a formal recommendation to RTA with the purpose of an LPA selection and adoption into a financially constrained transportation plan.

### Activities:

- Document refined detailed definition of alternatives

### Deliverables:

- Technical Memorandum: Refined detailed definition of alternatives with stations
- Rail operations plan
- Maintenance facility locations
- Corridor preservation strategies
- Health assessment and household transportation costs of the final alternatives
- Visualizations, renderings and graphics detailing the alternatives

## V. Anticipated Timeline

October 3, 2022	Issue Request for Proposals – First Advertisement Date
October 10, 2022	Second Advertisement Date
October 19, 2022 2:30 p.m. – 3:30 p.m.	Pre-proposal conference, RTA, 431 W. Main St., Suite B, Oklahoma City, OK 73102. Attendance is encouraged, but not a requirement for proposal. This meeting will also be available virtually +1 (405) 534-4946 Phone Conference ID: 654 379 543#. All callers on the conference call will be muted but may submit questions in writing until 5:00 p.m. on October 19 to <a href="mailto:info@rtaok.org">info@rtaok.org</a> .
October 19, 2022 5:00 p.m.	Questions regarding proposal due
October 21, 2022 5:00 p.m.	RTA will post responses to questions at <a href="http://www.rtaok.org">www.rtaok.org</a>
October 31, 2022 5:00 p.m. CST	<b>PROPOSALS DUE</b> electronically to <a href="mailto:info@rtaok.org">info@rtaok.org</a>
November 2, 2022 9:00 a.m.	Technical Advisory Committee and Evaluation Committee will narrow submissions using the evaluation criteria to a short list of qualified consultants
November 4, 2022 5:00 p.m.	RTA to announce short list of qualified candidates
November 16, 2022 9:00 – 2:00	RTA to conduct interviews with short listed consultant teams
November 28 – December 2, 2022	Contract negotiations with selected consultant
December 14, 2022	RTA to announce selection of consultant

January 18, 2023 2:30 p.m.	RTA Board Meeting/Selected Consultant Kick Off Meeting (pending availability of federal grant funding)

## **VI. Consultant Requirements**

1. All communications, of any nature with respect to this RFP, shall be to Owner's Representative. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the RTA Board of Directors, the Evaluation Committee, or RTA/COPTA staff.
2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract, where the decision or action can have an economic or other impact on the interests of a regulated or affected organization. This statement will not count toward the page limit.
3. Respondent will conform to all applicable state and federal regulations (See "Exhibits").
4. The most qualified respondent will be requested to submit a cost proposal for commencement of the negotiation process. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The respondent must be prepared to provide, upon request, specific detail of estimated costs (direct labor, fee, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. In the event agreement cannot be reached with the respondent within a reasonable amount of time as determined by the RTA, negotiations will be terminated, and the next most qualified respondent will be contacted.
5. In the event there is a single response to this RFP and said respondent meets all of the requirements of the selection process, a detailed cost proposal shall be requested from the single proposer. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The respondent shall provide, upon request, specific detail of estimated costs (direct labor, fee, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. In the event an agreement cannot be negotiated with the single respondent in a satisfactory manner, RTA will terminate the negotiations and may re-solicit.
6. Subject to applicable laws and RTA policy, financial information required to be submitted with cost proposals to establish financial responsibility and other financial data, such as wages, overhead rates, shall be handled as confidential and utilized only as a basis for proposal evaluation. Reasonable efforts will be made to avoid disclosure except as necessary for evaluation. All information provided by respondents to be considered confidential or proprietary must be so labeled at time of submittal.
7. Performance under a contract awarded pursuant to this RFP is estimated to commence January 18, 2023, and shall remain in full force and effect until completion of the project

no later than March 31, 2024.

8. Respondents agree to permit access to financial records for a pre-award audit to verify the accuracy of financial data, should RTA determine that such an audit is required prior to negotiations or award of contract.
9. This RFP, its addenda, along with all documents provided by the successful respondent will become part of the awarded contract and subject to the terms and conditions of the contract.
10. The award of a contract is subject to funding availability. RTA makes no representations that a contract will be awarded as a result of this solicitation. RTA reserves the right to waive any minor irregularities that may be contained in this RFP. RTA reserves the right to reject all responses and re-solicit or cancel this procurement if deemed by RTA to be in its best interest, without indicating any reasons for such action.
11. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. RTA assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each respondent shall hold RTA harmless and free from any and all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.
12. All contracts, subcontracts, and purchase orders resulting from this Request for Proposals will contain all State and Federal contract provisions required by law.
13. Respondent will be responsible to ensure all personnel proposed are qualified through training, experience, and appropriate certification for the tasks assigned.
14. Key personnel are those individuals specifically identified in the Consultant Proposed Staffing Plan as being set forth to effectively manage all aspects of the work in a quality, timely and efficient manner. When respondent list key personnel, the respondent is agreeing to make the personnel available to complete work on the contract at whatever level the project requires.
15. Proposals and their content become property of RTA and are treated as non-public records until the contract has been executed by all necessary officials of the respondent and RTA. The proposal of the successful respondent will be open to public inspection for a period of one year after the contract has been executed.
16. As part of the proposal evaluation, RTA may provide constructive criticism of the proposals submitted for this project. Debriefing information may consist of scores of the first-ranked respondent's proposal/interview and the scores, strengths and weaknesses of the respondent's own proposal/interview. Respondents may contact the RTA Owner's Representative for a formal debriefing.
17. Notice to Proceed will be issued by RTA Owner's Representative after contract execution. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.
18. All protests with respect to this solicitation must be in writing and received by RTA within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:



RTA Owner's Representative  
Kathryn@HolmesAssociatesLLC.com

19. Respondent agrees to maintain: a) occurrence type Commercial General Liability Insurance in the minimum amount of \$ 1 Million at all times during the life of this Agreement; b) automobile insurance covering owned, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage; and c) Professional Liability Insurance in the minimum amount of \$1 Million per occurrence \$2 Million aggregate; and d) Workers' Compensation insurance or a waiver conforming to the appropriate states' statutory requirements covering all employees of respondent, and any employees of its sub-consultants, representatives, or agents as long as they are engaged in the work covered by this Agreement or such sub-consultants, representatives, or agents shall provide evidence of their own Worker's Compensation insurance.
20. This is a Qualifications Based Selection process based on United States Code Title 40, Chapter 11, Section 1101-1104 Selection of Architects and Engineers, otherwise known as The Brooks Act). Consultant fees are not a factor in the ranking of respondents to provide the requested services.
21. Respondent's proposal should include information about Disadvantaged Business Enterprises (DBEs) and estimated percentage of participation in this proposal by qualified DBEs. A good faith effort must be made to incorporate DBEs into the proposal. A list of qualified DBEs for Oklahoma can be found at: [http://www.okladot.state.ok.us/dbeinfo/dbe\\_dcf\\_index.htm](http://www.okladot.state.ok.us/dbeinfo/dbe_dcf_index.htm)
22. All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the parties represented.

## VII. Proposal Instructions and Guidelines

The following table outlines the proposal instructions and guidelines. Any penalty or disqualification actions are clearly identified in the table. Violations that do not result in a penalty or a disqualification action may still affect the consultant's overall proposal score as part of the evaluation process.

Proposal Instructions and Guidelines		
Instruction	Description of Requirement	Violation Penalty or Disqualification
Page Limits	The maximum allowable number of pages for the proposal is 10. <b>The Cover Page (Attachment A), Consultant Proposed Staffing Plan (Attachment E), resumes, and section divider tabs</b> do not count toward the page limitation.	Additional pages will be removed
Page Sizes	Allowable page size is 8 ½ x 11.	Pages violating size requirement will be removed
Consultant Proposed Staffing Plan	Provide a copy of the <b>Consultant Proposed Project Team organizational chart</b> with no additional information beyond that which is required.	If additional information is provided, the Staffing Plan will be removed
Margins	Provide one-inch (1") margins throughout the proposal; consultant name/logo and page headers/footers may be within the margins	Guideline
Font and Line	Use a 10-point [or greater] Arial or Times New	Guideline

Spacing	Roman font	
PDF Submission	Send proposals via e-mail in PDF format to <a href="mailto:info@rtaok.org">info@rtaok.org</a>	Guideline
Proposal Deadline	Send proposals to <a href="mailto:info@rtaok.org">info@rtaok.org</a> prior to 5:00 P.M Central Time on deadline date.	Disqualification
Interviews	If interviews are required, attend the date and time instructed by RTA Owner's Representative	Disqualification
Fee Discussion	Submit a proposal without any reference to consultant fees on this project or any past, present or future project	Disqualification
Cover Page	Provide a complete <b>Cover Page</b> , including a signed, verbatim acknowledgement as identified in <b>Attachment A</b> .	Disqualification
DBE Goal	While there isn't a current DBE goal, we encourage all certified DBE contractors to apply. All prime contractors are encouraged to visit <a href="https://okdot.gob2g.com/">https://okdot.gob2g.com/</a> to see ODOT's DBE database for an up-to-date list of available DBEs should they need any subcontracting work.	Guideline
Required Forms	Submit all <b>Required Forms</b> , as identified in <b>Attachments A-E</b> .	Disqualification

1. Evaluation Team: The Evaluation Team members will receive copies of each responsive proposal submitted. They will review and score the proposals individually based on the evaluation criteria identified in Section VIII (Proposal Requirements and Evaluation Criteria) and submit their scores and comments to the RTA Owner's Representative. RTA Owner's Representative will tally and compile the scores and comments.

The Evaluation Team will then meet to discuss the proposals and comments from individual Evaluation Team members and determine whether interviews are necessary or whether the selection may be made based on the average scores from the proposals. Final proposal score results are the average of voting Evaluation Team members' scores.

2. Selection Interviews: RTA reserves the right to make the selection based on the proposal scores. However, if the Evaluation Team determines it is necessary to conduct interviews in order to make a selection, the Evaluation Team will develop the format of the interviews and provide instructions on the interview format to each consultant invited to participate.

Interviews will take place in the event the first-place ranking is a tied score for two or more consultants, or other extenuating circumstances. If the Evaluation Team determines interviews are necessary, project-specific topics will be provided to each team that is invited to participate in the interview process. Proposal scores will be carried over and will be weighted at 30% of the final score. The remaining 70% of the final score will be based on the interview.

3. Selecting by Consent (SBC): The SBC process will be used to score the interview. SBC is a scoring process that aids the Evaluation Team in developing final ranking through a collaborative process. In this process, each segment and question of the interview is weighted in advance during the Evaluation Team Meeting. After the interviews are conducted, the Evaluation Team scores each segment and question by "consent". Consent is defined as the willingness of all Evaluation team members to accept a decision reached by a collaborative process.
4. Qualitative Assessment Guidelines: Through the scoring process (for proposals and interviews) the Evaluation Team will use the following Qualitative Assessment Guidelines

when scoring. These guidelines are used to help ensure consistency in scoring.

Qualitative Assessment Guidelines	
9-10	The proposal demonstrates a complete understanding of the subject and qualifications that significantly exceed expectations and the stated requirements. Proposal contains many strengths and minor weaknesses, if any.
6-8	The proposal demonstrates a strong understanding of the subject and qualifications that exceed expectations and the stated requirements. Weaknesses, if any, are minor. Proposal contains strengths that outweigh the weaknesses.
3-5	The proposal demonstrates an adequate understanding of the subject and qualifications that meet expectations and the stated requirements. Proposal contains strengths that are offset by the weaknesses.
1-2	The proposal demonstrates a vague understanding of the subject and qualifications that fall below expectations and the stated requirements. Proposal contains weaknesses that outweigh the strengths.
0	The proposal is unacceptable. The proposal fails to meet expectations and the stated requirements. Proposal contains many weaknesses and only minor strengths, if any.

## VIII. Proposal Requirements and Evaluation Criteria

1. The proposal should be organized with the following sections:
  - a. Cover Page (Attachment A)
  - b. Consultant Proposed Staffing Plan (Attachment B)
  - c. Project Team
  - d. Key Personnel Resumes
  - e. Capability of the Firm(s)
  - f. Approach to the Project
  - g. Required Forms (Exhibit 1)
2. Proposal Section Requirements and Evaluation Criteria:
  - a. Cover Page. The Cover Page is one page. It may be on the Prime consultant's letterhead and will consist of the information in **Attachment A** with no additional information. The information is not required to be in the exact format in Attachment A, as long as each item of requested information is presented, with no additional information. Proposals will be considered non-responsive and will be disqualified if the Cover Page is not attached to the proposal; if the acknowledgement is not included on the Cover Page; and/or if there is additional information included on the Cover Page. No evaluation points are assigned to this section and the Cover Page will not count as one of the allowed pages.
  - b. Consultant Proposed Staffing Plan. The consultant is expected to provide a Consultant Proposed Staffing Plan in the form of **Attachment B**. The staffing plan must identify the certification and education levels of the individuals proposed for use on the contract, including sub-consultants' personnel. When consultants list key personnel on the proposed staffing plan, the consultant is agreeing to make the personnel available to complete the services in the contract at whatever level the project requires. The Consultant Proposed Staffing Plan must be included in the proposal but will not count as one of the allowed pages. No other information is allowed on these pages. If additional information is provided, the staffing plan will be removed. No evaluation points are assigned to this section.
  - c. Project Team. The Evaluation Team will evaluate how well the qualifications and

experience of the proposed project team members related to the specific project. The Evaluation Team will score proposals based upon the following criteria:

<b>% of Section Total</b>	<b>Project Team Section Criteria</b>
15	Project Team organization charts including sub-consultants. Identify consultants and individuals that will be providing key services on the project (including all technical expertise necessary to perform the outlined scope of work).
50	Describe the qualifications, experience, and availability percentage of key personnel on your proposed project team. Correlate the qualifications and experience with the scope of work. Submit a one-page resume for each individual identified as key personnel.
35	Provide a table of projects <b>completed</b> by team members during the last ten years. The table headings should include the following items. Columns may be combined in order to consolidate information. <ul style="list-style-type: none"> <li>• Name of Project Manager/Team Member(s)</li> <li>• Year</li> <li>• Type of Project</li> <li>• Project Name</li> <li>• Project Location</li> <li>• Project Description</li> <li>• Project Used to Secure Federal Discretionary Funding</li> <li>• Services Performed/Specific Project Role</li> <li>• Client</li> <li>• Reference Contact and Telephone Number</li> </ul>
<b>40</b>	<b>Maximum points available for this section of the proposal (out of 100).</b>

- d. Capability of the Firm(s). The Evaluation Team will evaluate the protect team firm(s) capability to perform the work. The Evaluation Team will score proposals based upon the following criteria:

<b>% of Section Total</b>	<b>Capability of the Firm(s) Section Criteria</b>
40	Describe your project team firms' capability, experience and unique qualifications to perform the specific type of work identified in the scope of work.
20	Discuss the logistics relating to how the project team firms will provide the services requested.
40	Choose a similar project identified in the project team section and discuss in detail what how the project team firms contributed to the project's success.
<b>35</b>	<b>Maximum points available for this section of the proposal (out of 100).</b>

- e. Approach to the Project. The Evaluation Team will evaluate how well you have planned a basic course of action, what alternatives and/or preliminary approaches are proposed, and what provisions are identified for dealing with potential impacts. The Evaluation Team will score proposals based upon the following criteria:

<b>% of Section Total</b>	<b>Approach to the Project Section Criteria</b>
25	Describe the course of action proposed to meet the Scope of Work. Be realistic, clear and concise.
25	Provide a schedule of key project milestones and discuss the rationale behind this schedule.
25	Discuss your project team firms collaboration efforts and how you plan to work together for a successful project.
25	Identify risks, challenges, conflicts and potential mitigation.
25	<b>Maximum points available for this section of the proposal (out of 100).</b>

## **IX. RTA Rights**

1. RTA reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of RTA. This solicitation of proposals in no way obligates RTA to award a contract. Interviews, if requested, will take place at the RTA offices.
2. RTA reserves the right to award the contract to the most qualified proposer. RTA has 120 days from the proposal opening date to award a contract or reject all proposals.
3. A proposer may withdraw the proposal at any time prior to the award of the contract. A proposal may also be retrieved from RTA and resubmitted only prior to the date and time listed for submission. Proper identification and a formal letter will be required to withdraw the proposal.
4. All proposals become the property of RTA upon submission.

Cover Page	
Date	
Project Name and Description	
Prime Consultant	
Prime Consultant's Federal ID#	
Sub-Consultants (if any)	
Primary Contact	
Primary Contact Name (Prime)	
Address	
City, State, Zip	
Email	
Office Phone	
Cell Phone	
Secondary Contact	
Secondary Contact Name (Prime)	
Address	
City, State, Zip	
Email	
Office Phone	
Cell Phone	
Acknowledgement	
<p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.</p>	
Signature	
Name	
Title	

**ATTACHMENT B****Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)**

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level

Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (\*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.

STANDARD  
FORM (SF)

255

Architect-Engineer  
and Related Services  
Questionnaire for  
Specific Project

1. Project Name/Location for which Firm is Filing:

\*\*

2a. *Commerce Business  
Daily Announcement  
Date, if any:*

\*

2b. Agency Identification  
Number, if any:

SOL \*

3. Firm (or Joint-Venture) Name &amp; Address

3a. Name, Title &amp; Telephone Number of Principal to Contact:

3b. Address of office to perform work, if different from item 3.

4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and in-house personnel on line (B).

A	B										
_____	_____	Administrative	_____	_____	Electrical Engineers	_____	_____	Oceanographers	_____	_____	CAD Operators
_____	_____	Architects	_____	_____	Estimators	_____	_____	Planners Urban/Regional	_____	_____	Construction Managers
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____	Sanitary Engineers	_____	_____	Project Managers
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____	Soils Engineers	_____	_____	IT Specialists
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____	Specification Writers	_____	_____	_____
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____	Structural Engineers	_____	_____	_____
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	_____	Surveyors	_____	_____	_____
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____	Transportation Engineers	_____	_____	<b>Total Personnel</b>

5. If submittal is by joint-venture list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm:  
(Attach SF 254 for each if not on file with Procuring Office.)

5a. Has this Joint-Venture previously worked together? Yes No



6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)		
x)		
x)		
x)		
x)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm _____ With Other Firms _____	
e. Education: Degree(s)/Year/ Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm _____ With Other Firms _____	d. Years experience: With This Firm _____ With Other Firms _____
e. Education: Degree(s)/Year/ Specialization	e. Education: Degree(s)/Year/ Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible



<p>10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm' qualifications for the proposed project.</p>	
<p>11. The foregoing is a statement of facts.</p> <p>Signature: _____      Typed Name and Title:</p>	<p>Date:</p>

## LETTER OF AUTHORIZATION

This letter of authorization must be completed and signed if the bid/pricing agreement/contract form & non-discrimination statement was not signed by the owner, a general partner, or an officer of the corporation

*This document can be uploaded electronically as an attachment to one of the line items on the electronic bid.*

### Regional Transportation Authority of Central Oklahoma:

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and

all forms related to on behalf of \_\_\_\_\_ .  
Company Name

Sincerely,

\_\_\_\_\_  
Signature of Authorized Agent                      Print Title                      Date

\_\_\_\_\_  
Print Name                      Email Address

Title: *(must be checked)*

- |  |  |
|--|--|
| <input type="checkbox"/> Owner                             | <input type="checkbox"/> Treasurer           |
| <input type="checkbox"/> Chief Executive Officer [CEO]     | <input type="checkbox"/> Secretary           |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President                         | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President                    | <input type="checkbox"/> Other: _____        |

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM.**

**ANTI/NON-COLLUSION AFFIDAVIT**

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

**The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the agreement/contract, and the requirements for proposers.**

**THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL**

\_\_\_\_\_  
Type Name of Authorized Agent Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address Zip Code

\_\_\_\_\_  
Telephone Number and Fax Number if any

**TO BE COMPLETED BY THE NOTARY:**

State of \* )  
County of \* ) SS.  
[\*State and County where notarized must be written in for bid to be considered.] )

Signed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ .  
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: \_\_\_\_\_  
[Oklahoma]

Type Name of Notary Public

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public

## **EXHIBIT I: CONSULTANT'S PROPOSAL**

**Kimley-Horn**

4727 Gaillardia Parkway,  
Suite 250

Oklahoma City, OK  
73142

405.241.5423

*Prepared for*

**Regional Transit  
Authority for  
Central Oklahoma**

*Prepared by*

**Kimley»Horn**

Expect More. Experience Better.

# RTA ALTERNATIVES ANALYSIS

for the Central Oklahoma Regional Transit Corridors to Promote  
Economic Development and Equity Inclusion Project

**Date** 10/31/2022

**Project Name and Description**

RTA Alternatives Analysis for  
the Central Oklahoma Regional  
Transit Corridors to Promote  
Economic Development and  
Equity Inclusion Project

**Prime Consultant**

Kimley-Horn and Associates, Inc.

**Prime Consultant's Federal ID#**

EIN# 56-0885615

**Sub-Consultants (if any)** HNTB,  
Inc., Cambridge Systematics, Inc.,  
DB Engineering & Consulting,  
Inc., Gooden Group

*Kimley-Horn is in receipt of  
Addendum 1: Section VII and  
VIII, issued October 18, and  
Addendum 1 received October 24.*

**PRIMARY CONTACT**

**Primary Contact Name (Prime)**

Liz Scanlon

**Address** 1125 17th Street,  
Suite 1400

**City, State, Zip**

Denver, CO 80202

**Email**

Liz.Scanlon@kimley-horn.com

**Office Phone** 720.739.4832

**Cell Phone** 650.431.8200

**SECONDARY CONTACT**

**Secondary Contact Name**

**(Prime)** Luke Schmidt, P.E., PTOE

**Address** 4727 Gaillardia Parkway,  
Suite 250

**City, State, Zip**

Oklahoma City, OK 73142

**Email**

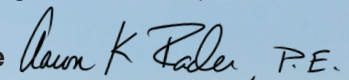
Luke.Schmidt@kimley-horn.com

**Office Phone** 405.241.5447

**Cell Phone** 405.435.3255

**ACKNOWLEDGMENT**

I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and subconsultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.

**Signature**  Aaron K. Rader, P.E.

**Name** Aaron Rader, P.E.

**Title** Vice President



**Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)**

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Liz Scanlon*	Kimley-Horn	Project Manager	N/A	N/A	N/A	Master of City and Metropolitan Planning
Luke Schmidt*	Kimley-Horn	Deputy Project Manager	Prof. Engineer/Prof. Trans. Ops. Eng.	OK PE/28681	PTOE/4778	Bachelor of Science
Greg Kyle*	Kimley-Horn	QC/QA	American Inst. Cert. Planners	N/A	AICP/013000	Master of Science/Master of Business Administration
Jill Gibson*	Kimley-Horn	Maps 4 Liaison	N/A	N/A	N/A	Master of Arts
Matt Horton*	Kimley-Horn	Operational Planning Task Lead (TL)	American Inst. Cert. Planners	N/A	AICP/027891	Master of Urban and Regional Planning
Austin Stake*	Kimley-Horn	Conceptual Design TL	Prof. Engineer	N/A	AZ PE/69095	Bachelor of Science
Amalia Andrews*	Kimley-Horn	Community/Stakeholder Engagement TL	N/A	N/A	N/A	N/A
David Samba	Kimley-Horn	Benefit Cost Analysis	Prof. Eng./Pro. Trans. Ops. Eng./Pro. Trans. Planner	N/A	VA PE/402052334, MD PE/52358, PTOE/3859, PTP/725	Master of Science
Erik Mumm	Kimley-Horn	Benefit Cost Analysis	N/A	N/A	N/A	Bachelor of Science
Blake Young	Kimley-Horn	Station Area Planning/TOD	American Inst. Cert. Planners	N/A	AICP/33686	Bachelor of Urban Planning
DJ Baxter	Kimley-Horn	Station Area Planning/TOD	N/A	N/A	N/A	Juris Doctor in Law
Jessica Choi	Kimley-Horn	Rail/BRT Service Planning	American Inst. Cert. Planners	N/A	AICP/029045	Master of Urban Planning and Policy
Beth Bartz	Kimley-Horn	Environmental/NEPA	American Inst. Cert. Planners	N/A	AICP/091661	Master of Science
Marissa Mathias	Kimley-Horn	Environmental/NEPA	N/A	N/A	N/A	Bachelor of Arts
Heather Bo	Kimley-Horn	Mapping/GIS	Prof. Engineer	OK PE/32748	TX PE/142503	Bachelor of Science

Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (\*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.

### Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Wiley McCain	Kimley-Horn	Rail/BRT Design	Prof. Engineer	N/A	GA PE/035671	Bachelor of Civil Engineering Technology
Edgar Torres	Kimley-Horn	Rail/BRT Design	Prof. Engineer	N/A	CA PE/75079	Master of Science
Corey Hill	Kimley-Horn	Strategic Funding	N/A	N/A	N/A	Master of Public Administration
Bill Schmitz	Kimley-Horn	Airport Integration	Prof. Engineer	N/A	MN PE/50404	Bachelor of Science
Jake Zielinski	Kimley-Horn	Evaluation Criteria and Framework	N/A	N/A	N/A	Master of Urban and Regional Planning
Blake Van Jacobs	Kimley-Horn	Evaluation Criteria and Framework	N/A	N/A	N/A	Master of Urban and Regional Planning
Olivia Perez	Kimley-Horn	Community Engagement	N/A	N/A	N/A	Master of Science
Mel Garcia	Kimley-Horn	Community Engagement	N/A	N/A	N/A	Master of Arts/English
Mike Patterson	HNTB	Government Affairs Liaison	N/A	N/A	N/A	Master of Science
Ryan Billings	HNTB	Alternatives Analysis	N/A	N/A	N/A	Master of Business Administration
John Dobies	HNTB	Rail/BRT Service Planning	N/A	N/A	N/A	Master of Science
Allison Buchwach	HNTB	Rail/BRT Service Planning	N/A	N/A	N/A	Master of City and Regional Planning
Jason Rodriguez	HNTB	Rail/BRT Design	American Inst. Cert. Planners	N/A	AICP	Master of Science
Sean Libberton	HNTB	Strategic Funding	N/A	N/A	N/A	Master of Science
Stuart Campbell	HNTB	Community Engagement	N/A	N/A	N/A	Master of Urban and Regional Planning

Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (\*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.

### Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Laura Davis	HNTB	Community Engagement	American Inst. Cert. Planners	N/A	AICP/34353	Master of Urban Planning
Yoav Hagler	DB E.C.O.	Rail/BRT Service Planning	N/A	N/A	N/A	Master of Science
Rachel Copperman	Cambridge	Travel Demand Modeling	N/A	N/A	N/A	Ph.D. Transportation Engineering
Haiyun Lin	Cambridge	Travel Demand Modeling	N/A	N/A	N/A	Ph.D. Transportation Engineering
Katy Gustafson	Gooden Group	Communications Strategy	Accredited Public Relations Practitioner	N/A	N/A	Bachelor of Arts

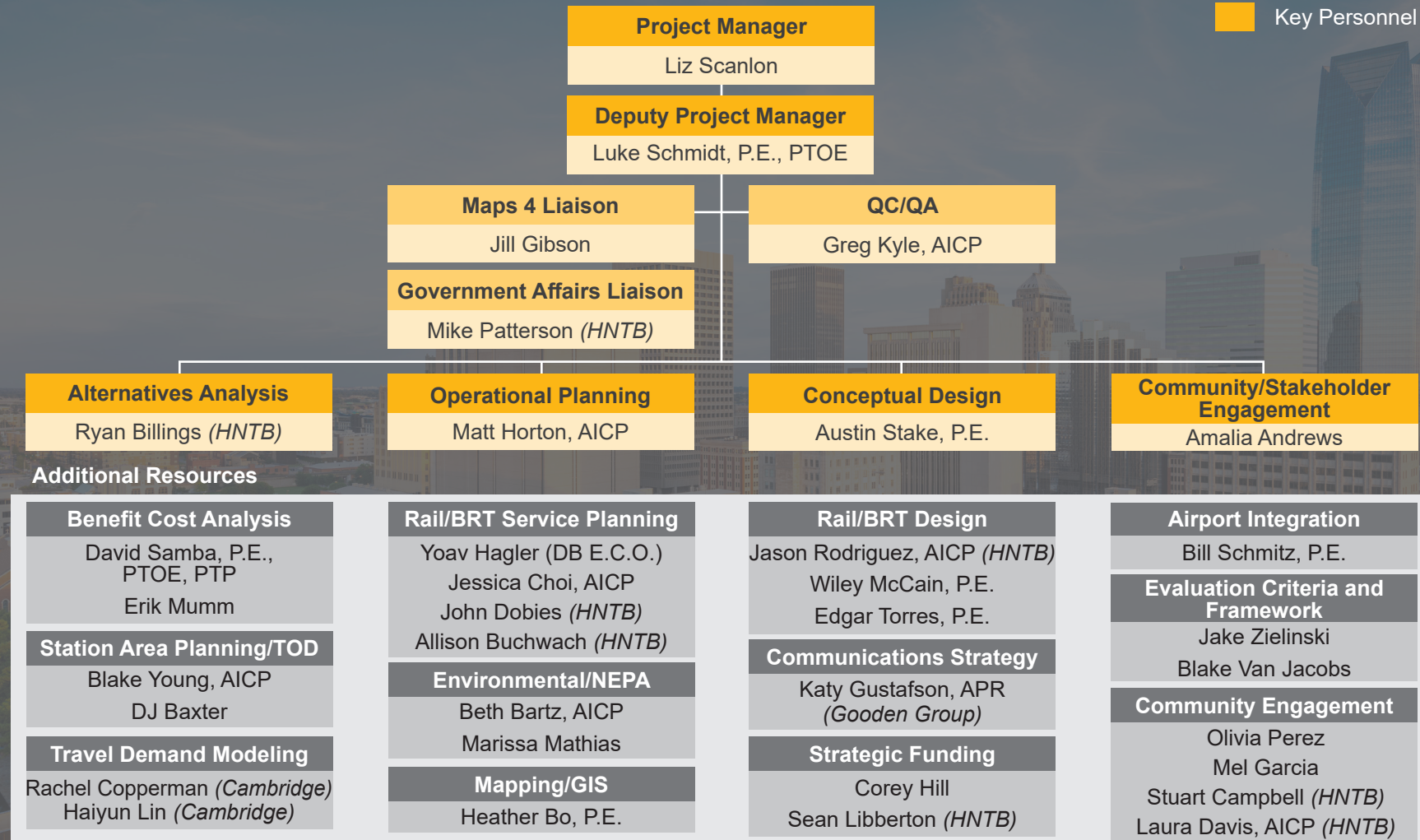
Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (\*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.



## C. Project Team

This organization chart below presents the structure of our integrated team and key team members, and delineates respective roles and responsibilities. The individuals we have selected for our team have experience working on similar alternatives analysis (AA) projects for the RTA and nationwide. The services of our well-qualified team provide

unmatched capabilities and availability. Our subconsultants are frequent teaming partners of Kimley-Horn on transit projects, and we work well together. Our team provides the RTA with diverse experience, local knowledge, well-established relationships, and proven performance in delivering quality projects.



## Resumes

Resumes of key staff will be provided in Section D. **Key Personnel Resumes.**

## Table of Completed Projects

To demonstrate our extensive qualifications, below is a table of projects completed by our team within the past 10 years. The projects featured below have been completed within the past five years.

Project Name, Location	Completion Year	Key Staff Involved	Type of Project/ Brief Description	Project Used to Secure Federal Funds?	Services Performed/Specific Project Role	Client, Reference Contact, and Phone Number
<b>RTA Transit System Plan (TSP), Oklahoma City, OK</b>	2021	Liz Scanlon, Luke Schmidt, Matt Horton	Prepare Transit System Plan	No	Working with the Board of Directors and building on past studies, we developed the first Transit System Plan for the RTA	RTA; Jason Ferbrache, Interim Exec. Dir. 405.297.2262
<b>RTA MEGA Grant Application, Oklahoma City, OK</b>	2022	Liz Scanlon, Luke Schmidt, Matt Horton, David Samba, Erik Mumm	Prepare MEGA Grant Application and Benefit-Cost Analysis (BCA)	Yes	Grant application including narrative, analytical GIS, and BCA per US DOT guidelines	RTA; Jason Ferbrache, Interim Exec. Dir. 405.297.2262
<b>Broken Arrow Public Transit Study, Broken Arrow, OK</b>	2022	Luke Schmidt, Jill Gibson, Heather Bo	Develop Municipal Transit Plan	Intended to be used	Planning level AA and future system plan of operations	City of Broken Arrow; Larry Curtis, Comm. Devel. Dir. 918.259.2400
<b>Lawton MPO Zero Emission Operations &amp; Technology Plan, Lawton, OK</b>	2022	Luke Schmidt, Erik Mumm, Blake Van Jacobs, Jake Zielinsky	Low/Zero Emission Bus Technology Study	Intended to be used	Operations planning, route analysis, and stakeholder engagement	Lawton MPO; Janet Smith, Dir. of Plan. & Comm. Svcs. 580.215.0761
<b>UTA FrontRunner Concept Design, Salt Lake City, UT</b>	2022	Liz Scanlon, Austin Stake, Amalia Andrews	Concept Design/Public Engagement	Yes	Conceptual design and associated stakeholder engagement for nine track segments and project extension	Utah Transit Authority; Janelle Robertson, Project Manager 801.512.3023

Project Name, Location	Completion Year	Key Staff Involved	Type of Project/ Brief Description	Project Used to Secure Federal Funds?	Services Performed/Specific Project Role	Client, Reference Contact, and Phone Number
<b>Citywide Mobility Study using Transportation Impact Fees</b> <i>Oklahoma City, OK</i>	2020	Luke Schmidt	Mobility Study	No	Evaluation of existing/future mobility deficiencies, congestion mitigation recommendations, and planning level cost estimates	City of Oklahoma; Eric Wenger, Public Works Dir. 405.297.3486
<b>METRO A-Line BRT,</b> <i>Minneapolis, MN</i>	2020	Edgar Torres, Matt Horton, Beth Bartz	Bus Rapid Transit (BRT) Design	Yes	Concept development, preliminary engineering, final design, and construction services	Metro Transit; Katie Roth, Dir. Arterial BRT 612.349.7772
<b>HNTB Cap Metro Blue Line AA,</b> <i>Austin, TX</i>	2020 (AA)	Jason Rodriguez, John Dobies, Allison Buchwach	Commuter Rail AA/NEPA/Design	Yes	Transit planning, AA, conceptual engineering, station location analysis, operational analysis, NEPA analysis, EIS, ridership forecasting, cost estimates, funding analysis, FTA CIG Readiness, and public engagement	Capital Metro; David Couch, Project Connect 512.369.6210
<b>DB E&amp;C BNSF Railway San Bernardino Subdivision Pathing Study</b> <i>Los Angeles, CA</i>	2021	Yoav Hagler	Freight Capacity and Pathing Study	No	Capacity planning analysis of a high-traffic density mixed freight-passenger rail corridor	BNSF Railway; James Tylick, Manager 817.867.5040
<b>Cambridge Systematics VIA Comprehensive Professional Services</b> <i>San Antonio, TX</i>	2019	Rachel Copperman	Complete VIA Vision 2040 Long Range Plan	No	Developed STOPS and regional travel demand models to forecast ridership and regional mobility benefits	VIA Metropolitan Transit; Timothy Mulry, Grant Mgr (past) 210.299.5918
<b>Gooden Group MAPS 3 Oklahoma City Streetcar,</b> <i>Oklahoma City, OK</i>	2018	Katy Gustafson	Public Relations and Media	Yes	Strategic communications for debt-free public improvement program funded by temporary sales tax measure	ADG Blatt Architects; Jason Cotton, CEO Prog.Mgmt. 405.232.5700

## D. Key Personnel Resumes



### LIZ SCANLON | Project Manager

Liz has 21 years of experience in project delivery for federally funded transit projects. Liz offers the RTA of Central Oklahoma a wealth of experience leading transit planning, land use, environmental compliance, stakeholder and public engagement, and major capital program development and delivery. Her primary areas of focus include building stakeholder relationships, rail transit long-range service visioning, policy development, and station and facilities planning for transit properties. Prior to joining Kimley-Horn, Liz served for ten years at three different transit agencies in Utah, Hawaii, and California. Liz has been in the client's shoes to navigate project development and community planning process. In addition, Liz has worked extensively with the Federal Transit Administration (FTA) on projects funded through the Capital Investment Program.

### PROFESSIONAL CREDENTIALS

Master of City and Metropolitan Planning, University of Utah

Bachelor of Arts, Communication, University of Colorado, Boulder

2022 American Public Transportation Association, Leadership Program Alumni

2018 Railway Age Women in Rail, Honorable Mention

2012 Mass Transit Top 40 Under 40

### AVAILABILITY

70%

### RELEVANT EXPERIENCE

**RTA Alternatives Analysis Update and National Environmental Policy Act (NEPA) Study | Oklahoma City, OK – Project Manager.** Kimley-Horn is supporting the RTA in advancing the implementation of high-capacity transit in the Oklahoma City region by preparing the Transit System Plan and Alternatives Analysis. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated locally preferred alternative (LPA) to advance two key corridors—the North/South and East—into project development. Aspects of the AA process include rail operations feasibility analysis, station area analysis, ridership forecasting, selection criteria methodology, FTA capital grant program strategy, and NEPA documentation. Liz recently oversaw the development of a US DOT Mega Grant application for the RTA.

**Utah Transit Authority (UTA) FrontRunner Program Management | Salt Lake City, UT – Project Manager.** Liz is the project manager for UTA's FrontRunner Forward Program. Kimley-Horn is leading a multidisciplinary team to support UTA with the development, implementation, and oversight of the FrontRunner Forward Program. Front Runner Forward program improvements will increase speed, efficiency,

and reliability of the commuter rail. To this end, the Kimley-Horn team is preparing a strategic business plan to guide the investments, oversight of NEPA and design, and implementation plan detailing how and when the operational and capital improvements will be executed. Kimley-Horn also supports community and stakeholder engagement and the FTA Core Capacity CIG application.

*In addition to the projects above, Liz has served in a leadership role for many projects and agencies:*

- San Francisco Railyards Development Business Case Study, San Francisco CA
- Downtown Rail Extension Operations Planning, San Francisco CA
- San Jose Station Planning Service, San Jose CA
- Point of the Mountain Alternatives Analysis, Salt Lake City, UT
- Director of Planning, Peninsula Corridor Joint Powers Board (Caltrain), San Carlos, CA\*
- Director of Planning/ROW, Honolulu Authority for Rapid Transportation, Honolulu, HI\*
- Environmental Compliance Specialist, Utah Transit Authority, SLC UT\*

*\*Work performed prior to joining Kimley-Horn*





### LUKE SCHMIDT, P.E., PTOE | *Deputy Project Manager*

Luke lives in Oklahoma City and serves as Kimley-Horn's Oklahoma Transportation and Mobility Lead. Luke's professional career focuses on mobility planning and engineering. He works with both public and private clients focusing on solutions to solve short-term problems through implementation and construction plans, and long-term planning through area mobility studies, as well as long-term mobility master plans. His experience provides a critical perspective related to what is feasible on the private side and implementation on the public side. As the local mobility engineer on the project and having worked in all member RTA cities, Luke provides a local understanding and in-depth knowledge of the context of this project and desired outcomes. Luke also provides expertise related to parking studies, bicycle facility planning/design, ADA design, and intersection improvements.

#### PROFESSIONAL CREDENTIALS

Bachelor of Science,  
Civil Engineering, Iowa  
State University

Professional Engineer in  
Oklahoma (#28691)

Professional Traffic  
Operations Engineer  
(#4778)

Oklahoma Traffic  
Engineering Association,  
Member and President

Institute of  
Transportation  
Engineers, Member

#### AVAILABILITY

70%

#### RELEVANT EXPERIENCE

##### RTA Alternatives Analysis Update and NEPA Study

| *Oklahoma City, OK – Deputy Project Manager.* As part of the RTA AAs project, Luke worked hand-in-hand with the project manager (Liz Scanlon), RTA, and local stakeholders refining the preferred high-capacity transit corridors and modes to develop a Board-approved long-range Transit System Plan for the region. Since concluding the long-range vision, Luke and the team have been refining the north/south operations and East corridor alignment as part of an AA process, while also maintaining a robust engagement process working with local stakeholders, public, and member City engagement. Luke, in conjunction with the project team, is working towards developing a LPA and ultimate preliminary engineering.

**Broken Arrow Transit Study Plan** | *Broken Arrow, OK – Needs Assessment.* Luke served as the Needs Assessment lead for the development of a Public Transit Study, which included creating a passenger transportation vision with the community and stakeholders; conducting an existing conditions analysis, high-capacity transit study, and service scenarios; and developing a funding strategy to implement over time.

##### OKC Mobility Study Using Transportation Impact Fees

| *Oklahoma City, OK – Project Manager.* Kimley-Horn was selected to evaluate major areas of the City to determine existing and future mobility

deficiencies, congestion mitigation recommendations, and planning level cost estimates to be funded by Transportation Impact Fees (TIF). The project leveraged existing transportation data, future developments, development trends, and the regional Travel Demand Model to analyze and calibrate future scenarios.

In addition to the projects above, Luke has served in a leadership role on dozens of local projects, including:

- MAPS 4 BRT Alternatives Analysis – *Oklahoma City, OK*
- Lawton MPO Zero Emission Study – *Lawton, OK*
- Edmond ITS Communication Master Plan – *Edmond, OK*
- Oklahoma City Core to Shore Parking Study – *Oklahoma City, OK*
- Citywide Transportation Impact Fee TIA – *Oklahoma City, OK*
- Cleveland County Parking Study – *Cleveland County, OK*
- Memorial Drive Corridor Study – *Bixby, OK*
- Tulsa Complete Streets – *Tulsa, OK*
- NW Expressway at North Rockwell Avenue Intersection Improvements – *Oklahoma City, OK*
- Will Rogers World Airport Revenue Control Study and Implementation – *Oklahoma City, OK*
- Tulsa Signal Timing Project – *Tulsa, OK*
- ODOT ADA Self-Evaluation and Transition Plan – *Statewide, OK*



### PROFESSIONAL CREDENTIALS

Master of Science,  
Urban Planning, Florida  
State University

Master of Business  
Administration, Florida  
Atlantic University

Bachelor of Science,  
Political Science, Florida  
State University

American Institute of  
Certified Planners,  
Member

### AVAILABILITY

30%

### GREG KYLE, AICP | QC/QA Lead

Greg has 29 years of multifaceted transportation and transit planning experience working on a range of projects, including transit alternatives analyses, NEPA compliance, transit-oriented development; project development for transit projects, transit station area master planning and transit station site location analyses, and transit station design and construction oversight.

Greg has significant experience preparing environmental documentation for transit projects and helping guide projects to achieve environmental approval. He has led the development of BRT, streetcar, and commuter rail projects nationally through AA and NEPA documentation. Greg brings demonstrated experience integrating shared mobility and emerging technologies (e.g., flexible fleets, active transportation modes) into transit projects. He also has extensive experience serving in Program Management roles guiding projects through grant applications and agreements, including overseeing the estimation of capital and O&M costs. Greg also has in-depth experience in public outreach and interagency coordination, including explaining issues to non-technical audiences and presenting findings to decision-making boards of elected and appointed officials.

### RELEVANT EXPERIENCE

**LA Metro, North Hollywood to Pasadena BRT | Los Angeles, CA – Deputy Project Manager and Planning/Environmental Task Lead.** Kimley-Horn is the prime consultant for this 19-mile/\$300 million BRT project connecting the San Fernando Valley with the San Gabriel Valley. The project will connect the Metro North Hollywood Red and Orange lines station with the Metro Gold Line in Pasadena. The Kimley-Horn team is responsible for the development of all technical products, including AA, preliminary engineering, and environmental documentation.

**South Florida Regional Transportation Authority (SFRTA), Wave Streetcar Alternatives Analysis/ Environmental Assessment and Small Starts Application | Fort Lauderdale, FL – Project Manager.** Greg led the preparation of the Alternatives Analysis/ Environmental Assessment (AA/EA) for the Wave Streetcar for SFRTA. The AA/EA evaluated technology and alignment options and selected a Locally Preferred Alternative (LPA). The outcome of the effort was a Finding of No Significant Impact (FONSI) for the project's LPA, satisfying the requirements of NEPA.

Subsequently, a Supplemental EA was prepared to address design changes developed in the project's Preliminary Engineering (PE) phase. Greg also was responsible for preparation of successful Federal grant applications through the TIGER program and the Small Starts program.

### Additional Recent Experience:

- City and County of Honolulu, Ala Moana Transit Plaza Alternatives Analysis – *Honolulu, HI*
- Miami Beach Light Rail Transit/Modern Streetcar Environmental Documentation and P3 Procurement Support – *Miami, FL*
- Advanced Planning, Environmental Approval, and Preliminary Engineering Services for the San Rafael Transit Center Relocation – *San Rafael, CA*
- MST, SURFI BRT Capital Investment Grant Support – *Monterey, CA*
- Kapolei Maintenance Facility & Transit Center Alternatives Analysis – *Honolulu, Hawaii*
- SMART Plan Beach-Northeast Corridors Land Use Scenario & Visioning Planning, Miami-Dade Transportation Planning Organization – *Miami-Dade County, FL*


**JILL GIBSON | MAPS 4 Liaison**

Jill has proven experience with transit project delivery planning and large transportation planning efforts. She brings detailed knowledge of AAs, capital project development, and project delivery, including multimodal transportation planning, station planning, NEPA, FTA Project Development processes, and stakeholder engagement. Jill has led several teams managing large transportation infrastructure and high-capacity transit projects, including establishing and monitoring short-range and long-range goals, budgets, and schedules. She has led long-term collaborative efforts with stakeholders and is experienced in working with and presenting to a variety of internal and external stakeholders. Prior to joining Kimley-Horn, Jill worked directly for multiple transit agencies, such as Caltrain and North County Transit District.

**PROFESSIONAL CREDENTIALS**

Master of Arts, American Studies, California State University, Fullerton

Bachelor of Arts, Covenant College, Tennessee

**AVAILABILITY**

50%

**RELEVANT EXPERIENCE**

**Maps 4 Transit Planned Growth | Oklahoma City, OK – Project Manager.** Jill is leading the team developing two AA studies to guide the addition of Oklahoma City's second and third BRT lines intended to serve the City's northeast and south section corridors. The studies will define the preferred route (LPA) and station locations, as well as provide the associated capital and operational cost estimates, preliminary engineering, preliminary environmental review, ridership forecast, and cost-benefit analysis for each of the two lines.

**Broken Arrow Public Transit Study | Broken Arrow, OK – Project Manager.** Jill is leading the development of a Public Transit Study, which includes creating a passenger transportation vision in collaboration with the community and stakeholders; conducting an existing conditions analysis, high-capacity transit study, and service scenarios; and developing a funding strategy to implement over time.

**BART Silicon Valley Extension | San Jose, CA – Project Manager.** Since 2017, Jill has led the team through the planning, environmental, and implementation of the project. Kimley-Horn developed the station access requirements to improve multimodal circulation for four new BART stations, support increased transit ridership, and promote TOD implementation. Kimley-Horn developed concept site plans for these

new stations, including integrating BRT in the station plans. Kimley-Horn has helped guide the environmental approval process for Phases I and II. Kimley-Horn leads stakeholder engagement in support of the BART Phase II program to gain consensus among third parties such as cities, partner transit agencies, and regulatory agencies.

**NorTex Regionally Coordinated Transportation Plan | Wichita Falls, TX – Project Manager.** Kimley-Horn developed a RCTP that crossed 11 counties. Current transportation services within the NorTex region are spread across four public transit providers. Through additional collaboration with the NorTex region steering committee and use of Social Pinpoint as a public engagement tool, information was garnered to understand the needs and gaps throughout the region. The RCTP identified strategies to eliminate inefficiencies, increase service levels, and provide maximum regional coverage.

**Additional Recent Experience:**

- NorthRail Streetcar Extension Refresh Study – Kansas City, MO
- Diridon Station Concept Plan – San Jose, CA
- VTA, BART Silicon Valley Phase II Extension, Transit Oriented Communities/Station Access Strategies – Santa Clara County, CA



### PROFESSIONAL CREDENTIALS

Master of Urban and Recreation Planning, University of Minnesota

Bachelor of Arts, Geography and History, Minor in Political Science, Gustavus Adolphus College

American Institute of Certified Planners (#027891)

### AVAILABILITY

70%

### MATT HORTON, AICP | *Operational Planning Task Lead*

Matt is a planner with experience in land use planning, transportation planning, asset management, and traffic operations analysis. He joined Kimley-Horn following experience with Metro Transit's Rail Operations team and the City of Arden Hills. His time at Kimley-Horn has been focused on spatial analytics and how geographic information systems can improve public policy decision making. His professional interests include modeling, crowdsourced data, interactive public mapping platforms, and cloud-based field data collection.

### RELEVANT EXPERIENCE

**RTA Alternatives Analysis Update and NEPA Study | Oklahoma City, OK – Project Planner.** Matt is leading the update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**City of Apple Valley, Red Line BRT Study | Apple Valley, MN – Analyst.** Matt assisted in this study, which assessed the market potential for transit-oriented development around the new BRT stations in each community. Key tasks included conducting a market analysis, identifying development barriers and opportunities, and preparing development typologies and station area plans for each of seven station areas. This Corridors of Opportunity-funded project was conducted with focused public involvement, including involvement from historically underrepresented communities, and involvement from the business and development communities. The results were intended to serve as a blueprint for development around other similar BRT metro area stations in the future.

**Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis | Dakota County, MN – Analyst.** Matt was a part of the team that conducted an AA to identify and assess potential transit service options in the area and determine a locally

preferred alternative to advance through the FTA's New Starts grants program. In addition, he was a part of the Kimley-Horn team that conducted the public involvement and engagement process to identify concerns and interests of as many potential stakeholders as possible within the study area and increasing awareness of the study.

**LA Metro, Wilshire BRT Before and After Study | Los Angeles, CA – Project Planner.** Matt was a part of the team that developed a Before and After Study for LA Metro to identify benefits, lessons learned, and best practices for street-running BRT projects. Extensive analytics were applied to available traffic and bus operational historic data to distinguish bus lane benefits given gaps in available "before" data as well as construction impacts of the Purple Line subway extension, which overlapped with the "after" period.

**Imperial County Transportation Commission (ICTC), Regional Bus Stop Inventory | Imperial County, CA – Project Manager.** Matt is leading the team that is supporting the ICTC in conducting an inventory of regional bus stops within Imperial County. Kimley-Horn is working with ICTC to create an inventory of bus stop locations and amenities in the County and develop an accessible database in which to store this information, using the Collector for ArcGIS tool. The creation of such a database will help inform new agreements for bus stop utilization and facilities between ICTC and its local member agencies.





### AUSTIN STAKE, P.E. | *Conceptual Design Task Lead*

Austin is a project engineer with nine years of experience working on a wide range of railroad, roadway, and transportation design projects. His design experience encompasses track design, including horizontal and vertical geometry for commuter and freight railroads, rail storage capacity reporting, drainage design, American Railway Engineering and Maintenance-of-Way Association (AREMA), Americans with Disabilities Act (ADA) evaluation and design, signing and pavement marking, construction phasing, cost estimation, utility coordination, and specifications. Austin has extensive experience with 3D modeling for determining earthwork quantities, detecting utility conflicts, and developing construction phasing concepts. He is also experienced in AA and corridor studies.

#### PROFESSIONAL CREDENTIALS

Bachelor of Science,  
Civil and Environmental  
Engineering, University  
of Missouri

Professional Engineer in  
Arizona (#69095)

#### AVAILABILITY

50%

#### RELEVANT EXPERIENCE

##### **RTA Alternatives Analysis Update and NEPA Study | Oklahoma City, OK – Track Design Lead.**

Austin is leading the track design component of the RTA AA project by reviewing specific sites along the corridor and how railroad improvements will impact the surrounding areas and the costs associated with these improvements. Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into Project Development. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**UTA FrontRunner Forward | Salt Lake City, UT – Track Design Lead.** Austin is leading the track design component of the UTA FrontRunner Forward Program. His role includes developing alternative track design concepts, developing preliminary construction plans, preparing technical design memorandums for each project segment, developing cost estimates, coordinating with the Union Pacific Railroad (UPRR), reviewing subconsultant design submittals, and assisting in the acquisition of ROW.

**UTA South Valley FrontRunner Extension | Provo, UT – Track Design Lead.** Austin is leading the track design component of UTA's 14-mile expansion of the FrontRunner corridor from Provo, UT to Payson, UT. His role includes developing alternative track design concepts, developing preliminary construction plans for the preferred alternative, developing a 3-D model to determine grading limits, and developing cost estimates.

**Burlington Northern Santa Fe (BNSF) Railroad | Atchison Line Rehabilitation, Atchison, KS\* – Lead Designer.** This project consisted of four miles of track rehabilitation. Austin was the lead designer for track reconstruction, drainage design, and 3-D modeling for determining quantities of the BNSF line going into Atchison, Kansas. He also was leading right-of-way coordination for this railroad project.

*\*Projects completed prior to joining Kimley-Horn*



### PROFESSIONAL CREDENTIALS

Women's Transportation Seminar (WTS), Northern Utah Chapter, Secretary

### AVAILABILITY

70%

### AMALIA ANDREWS | *Community and Stakeholder Engagement Task Lead*

Amalia is serving as the current outreach lead for Oklahoma City's RTA Alternatives analysis study. As such, she is working hand-in-hand with the member Cities and the RTA board to deliver a project that combines the vision for high-capacity transit in the region. Amalia has over 22 years of experience providing effective and strategic communication, event management, and public involvement services.

She is a public participation practitioner with additional training in group facilitation skills for public engagement. Her extensive background in the transportation industry has resulted in significant success and overwhelming client satisfaction. She is experienced in a broad range of services, including community relations; business development; and applying proven public involvement techniques that aid in educating, informing, and involving the public. She understands the importance of being alert, available, and responsive in a nearly 24/7 industry. Amalia uses her experience and outgoing personality to engage stakeholders or project team members at all levels. She develops solutions for controversial and widespread issues and communicates information to a variety of stakeholders in their preferred format or method. She is well versed in creative and savvy communication and can strategically utilize new technologies to drive communication for your projects and events.

### RELEVANT EXPERIENCE

**RTA Alternatives Analysis Update and NEPA Study | Oklahoma City, OK – Outreach Lead.** Amalia is leading the public outreach component of the RTA AA project. Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into project development. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**Cache Valley Transit District (CVTD), On-Call Planning Services | Logan, UT – Public Involvement Specialist.** Kimley-Horn is providing general on-call planning services for CVTD in the areas of service and capital planning. Amalia conducted the public outreach component for this project.

**NDOT, Safety Management Plans | Statewide, NV – Public Involvement Specialist.** Amalia led public engagement efforts for numerous safety management plans (SMPs) throughout Nevada. She led the team in working closely with stakeholders to develop prioritized strategies based on their predicted safety benefit. In preparation for the public meeting, the team posted bilingual newspaper advertisements, delivered bilingual fliers to nearby residents and businesses, and mailed a project information postcard to area stakeholders.

**RTC of Southern Nevada, City of Henderson ADA Planning Study | Henderson, NV | Public Involvement Specialist.** Amalia developed and implemented a public outreach/information gathering plan that gathered information from the disabled community and other interested parties to identify accessibility barriers to public right-of-way, such as sidewalks, bus stops, and crosswalks. Tactics included social media, in-person interviews at transit stops, and stakeholder interviews at area gathering places.


**DAVID SAMBA, P.E., PTOE, PTP | *Benefit Cost Analysis***

David is a professional engineer with 12 years of experience in traffic operations, design, and planning. This holistic approach to the industry has afforded David the opportunity to work with jurisdictions across the United States in developing grant applications and BCAs for a wide array of transportation projects. Throughout the past decade, David has led or supported over 30 federal and state grant applications for public agencies. David often analyzes traffic impacts of multimodal design and contextualizes the opportunities and constraints of mobility with respect to the built environment. David's proven ability to serve public and private sector clients grants him a unique perspective on the impacts of transportation decisions on economic activity and development. He has used this hands-on experience to develop economic impact analyses, financial life-cycle cost, models, and BCAs.

**PROFESSIONAL CREDENTIALS**

Master of Science, Civil Engineering, University of Virginia

Bachelor of Science, Civil Engineering, University of Virginia

Professional Engineer in Virginia (#0402052334) and Maryland (#52358)

Professional Traffic Operations Engineering (#3859)

Professional Transportation Planner (#725)

**AVAILABILITY**

50%

**RELEVANT EXPERIENCE**

**TIGER Grant Support (Park-and-Ride Facility) | Loudoun County, VA – Project Engineer.** In an effort to secure capital funding for Loudoun County's transit program, David assisted in the preparation of a TIGER grant application for the design and construction of four park-and-ride facilities and the procurement of 21 Metrorail connector buses. Proposed park-and-ride facilities were to be located central Loudoun, eastern Leesburg, Purcellville, and Stone Ridge.

**The Interchange TIGER III Application | Hennepin County, MN – Project Engineer.** David led the cost-benefit analysis using his knowledge of engineering economics, transportation decision-making, and AA and his practical experience as transportation and environmental support staff. David created innovated methods of quantifying the costs and benefits, summarizing his findings in a digestible BCA spreadsheet, supported by a detailed technical memo that described every equation and assumption of his analysis. David also contributed to the narrative portions of the application package.

**Scott Ranch Road BUILD Grant Application | Show Low, AZ – Financial Planner.** David collaborated with the City to identify benefits and costs associated with this project. David prepared a BCA and presented the

results in a memorandum to be included with the grant application.

**Wave Streetcar Program Management | Fort Lauderdale, FL – Project Analyst.** David assisted with engineering, planning, and environmental services for an AA and EA toward advancing the Downtown Transit Circulator (DTC) Project (Wave Streetcar) into the Project Development phase as a Small Starts project.

**Commuter Choice Application Support | Northern VA – Project Manager.** Kimley-Horn provided consultant services to assist the Northern Virginia Transportation Commission in developing and administering and managing the Commuter Choice Program, which is a grant funding program for multimodal projects using toll revenue generated from Interstate-66 Inside the Beltway and Interstates 395/95. David served as the lead on the consultant team and assists in the refinement and documentation of funding program eligibility rules, evaluation measures, and program prioritization. David also assisted in the creation of the funding application and the subsequent online application portal. Lastly David served as part of the application evaluation team.



### ERIK MUMM | *Benefit Cost Analysis*

Erik is a transportation analyst with four years of experience in transit operations management, multimodal transportation planning, data science, and spatial analytics. He is an analytics specialist, using data science and visualization tools to empower stakeholders to make informed, data-driven decisions. Erik leverages his analytics skillset in developing BCA for federal funding applications, having supported several applications nationwide. With the goal of serving the needs of all community members, Erik supports agencies across the country in moving BRT and rail planning projects through federal funding and towards implementation.

#### PROFESSIONAL CREDENTIALS

Bachelor of Science, Urban Studies and Planning, University of California

American Planning Association (APA), Member

#### AVAILABILITY

60%

#### RELEVANT EXPERIENCE

**RTA Alternatives Analysis Update and NEPA Study** | *Oklahoma City, OK – Lead Analyst*. Erik is leading analysis supporting the RTA AA project and managed the MEGA grant application on behalf of the RTA. Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into project development. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**UTA, FrontRunner Forward Program Management Services**, *Salt Lake City, Utah – Analyst*. Erik is supporting the UTA's FrontRunner Forward program with modeling and rail operations analytics support. Kimley-Horn is providing these program management services for the UTA. Responsibilities include supporting UTA with the development, implementation, and oversight of the FrontRunner Forward Program. Front Runner Forward program improvements will increase speed, efficiency, and reliability of the commuter rail. To this end, Kimley-Horn is preparing a strategic business plan to guide the investments and an implementation plan detailing how and when the operational and capital

improvements will be executed, along with a funding strategy. Kimley-Horn will also support community and stakeholder engagement, as well as procurement and oversight for environmental, design, and construction phases of the program.

**Metropolitan Transit Systems (MTS), Iris BRT (Rapid)** | *San Diego, CA, – Battery-Electric Bus Operations Lead*. Kimley-Horn served as the prime consultant that identified, evaluated, and documented alternatives for MTS' Route 925 Iris Rapid. Kimley-Horn focused on providing alternatives supported by the conditions in the field that would meet MTS' needs for cost and implementation feasibility. Kimley-Horn worked with MTS staff to coordinate with the City of Imperial Beach regarding installation of conduit along Imperial Beach Blvd. and City of San Diego regarding the feasibility of a signal at the intersection of 30th St. and Coronado Ave. These key coordination tasks supported MTS' needs to minimize construction cost and avoid reconstruction of existing infrastructure.





### PROFESSIONAL CREDENTIALS

Bachelors of Urban Planning, University of Cincinnati

American Institute of Certified Planners (#33686)

American Planning Association (APA), Member

National Town Builders Association (NTBA), Member

Urban Land Institute (ULI), Member

### AVAILABILITY

60%

### BLAKE YOUNG, AICP | Station Area Planning and TOD

Blake is an urban designer with over six years of experience in urban design, station area planning, creative placemaking, mobility, and land use planning. His experience encompasses transit-oriented development (TOD) plans, downtown master plans, and mobility-focused corridor plans. He focuses on creating unique solutions for every project while linking reinvestment opportunities to public planning initiatives to promote market feasible and sustainable growth.

### RELEVANT EXPERIENCE

#### RTA Alternatives Analysis Update and NEPA Study | Oklahoma City, OK – Station Area Planning Lead.

Blake is leading the station area planning component of the RTA AA project. Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into Project Development. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**GoTriangle TOD Guidebook | Durham/Orange, NC\*** – *Station Area Planning and Urban Design Lead.* Blake worked on advancing the station area planning for the 19 stations along the Durham – Orange light rail transit line. Blake and his team held a four-day design charrette to speak with residents, business owners, and public officials from both Chapel Hill and Durham to build a framework for each station. The goal was to illustrate the potential value capture for each station and how new development and zoning could provide a more urban, walkable place while increasing ridership while diversifying their tax base.

#### Satellite Blvd. to Jimmy Carter Blvd. BRT Study |

*Gwinnett County, GA – Land Use Lead.* To accommodate current and anticipated growth, Gwinnett County—in partnership with the Gateway85 CID, Gwinnett Place CID, Sugarloaf CID, and ARC—is embarking on a detailed look at its first proposed BRT corridor. Blake assisted in the land use and zoning analysis and created a design standard guide to ensure TOD best practices. The design guidelines included recommendations for building setbacks, building heights and form, public realm, and roadway cross sections. Blake also created multiple conceptual site plans to help visualize the built form and how new development could increase walkability, jobs, and affordable housing within each station area.

*\*Projects completed prior to joining Kimley-Horn*



### PROFESSIONAL CREDENTIALS

Juris Doctor, University of Utah College of Law

Bachelor of Arts, Political Science, Swarthmore College

National Development Council, Certified Rental Housing Finance Professional

### AVAILABILITY

50%

### D.J. BAXTER | *Station Planning and TOD*

D.J. supports public and private real estate and transit development projects across the country. His work includes planning for public and private developments at transit stations and support for multiple aspects of modern streetcar projects. D.J. is currently supporting an 18-acre district development at a light rail and streetcar station in Portland, OR, and supports the TOD programs at TriMet in Portland and Utah Transit Authority in Salt Lake City.

During his 15 years at Salt Lake City, D.J. worked to advance a wide array of multi-modal transportation initiatives, including the Sugar House Streetcar; UTA's Central Station; the Union Pacific track realignment at Grant Tower; the acquisition of Union Pacific rights-of-way for trails; and the improvement of infrastructure for cycling, walking, and transit. As the Redevelopment Director, D.J. structured the Agency's involvement in infrastructure and development projects throughout the City to emphasize transit orientation and to generate community benefits through public investments.

### RELEVANT EXPERIENCE

**Oklahoma City MAPS 4 Transit Planned Growth | Oklahoma City, OK – Station Planning and TOD.** D.J. is a part of the team developing two AA studies to guide the addition of Oklahoma City's second and third BRT lines intended to serve the City's northeast and south section corridors. The studies will define the preferred route (LPA) and station locations, as well as provide the associated capital and operational cost estimates, preliminary engineering, preliminary environmental review, ridership forecast, and cost-benefit analysis for each of the two lines

**Oklahoma City Streetcar | Oklahoma City, OK – Task Lead\*** D.J. supported the startup and final safety certification of the OKC Streetcar project.

**Utah Transit Authority, Transit Agency TOD | Salt Lake City, UT\* – Task Lead.** D.J. supports UTA's TOD staff and is currently guiding UTA's efforts to construct a public-private mixed-use development at the agency's downtown light rail station.

**Caltrain, Commuter Rail Line TOD | San Carlos, CA – Task Lead** D.J. supports Caltrain with transit planning and development and program management

for the potential development of commercial towers over Caltrain's 4th and King Railyard.

**Directing of Redevelopment Agency of Salt Lake City | Salt Lake City, UT – Executive Director\*** D.J. directed RDA's acquisition of land, transit-oriented planning and development around Salt Lake City's Central Station, 900 South Station (Central 9th), Central Business District, and Sugar House Streetcar and Greenway. He directed feasibility, funding, finance, and construction of Sugar House Streetcar and Greenway. He also directed a \$30 million revolving loan fund, oversaw operations of Gallivan Events Center, and guided public general fund financing and tax increment financing of real estate, transit, and freight rail projects.

### Additional recent experience where D.J. played a lead role:

- TriMet, Transit Agency TOD – *Portland, OR*
- Orange County Transportation Authority, multiple projects – *Santa Ana, CA*
- LA Streetcar TOD – *Los Angeles, CA*

*\*Projects completed prior to joining Kimley-Horn*


**JESSICA CHOI, AICP | Rail and BRT Service Planning**

Jessica has over eight years of experience helping communities create sustainable transportation solutions that embrace multimodal mobility. She partners with transit agencies across the country to support implementation, from short-range service planning to developing plans and policies to guide major transit corridor investments. Jessica's experience also bridges into long-range multimodal transportation planning and capital programming. Her passion for data and design means that she regularly integrates performance-based analysis tools into the planning process while leveraging her design capabilities to create meaningful messaging for the public.

**PROFESSIONAL CREDENTIALS**

Master of Urban Planning, Urban Transportation Planning, University of Illinois

Bachelor of Science, Environmental Sciences, University of Notre Dame

American Institute of Certified Planners (#029045)

American Planning Association (APA), Member

Women's Transportation Seminar (WTS), Member

Rail-volution National Steering Committee, Member

**AVAILABILITY**

60%

**RELEVANT EXPERIENCE**

**Edmond Strategic Mobility Plan | Edmond, OK – Project Planner.** This effort involves coordinating a vision for the transportation facilities associated with several long-range planning initiatives, including the transportation element of the comprehensive plan, the Bicycle Master Plan, Transportation Plan, ADA Transition Plan, and ongoing downtown planning. To do this, the Kimley-Horn team is updating the City's street network plan, bicycle master plan, trails plan, and transit plan. Jessica is spearheading the transit element of the plan.

**Satellite Boulevard to Jimmy Carter Boulevard BRT Study | Gwinnett County, GA – Project Planner.** To accommodate current and anticipated growth, Gwinnett County embarked on a detailed look at its first proposed BRT corridor, the first-of-its-kind in the Metro Atlanta region. The study is a 10-mile section of the proposed 15-mile BRT route alignment along I-85 that evaluated locations for major BRT stations along the corridor and proposed recommendations for what the stations and surrounding areas would look like. In addition, the study provided guidance for changes in zoning or other transit-supportive policies needed to position the corridor for successful BRT implementation. Jessica and team determined recommendations through technical analysis and by engaging the community to understand the vision and preferences for how the corridor should develop.

**Birmingham Jefferson County Transit Authority (BJCTA) | BRT MAX Professional Consulting Services, Birmingham, AL – Project Planner.** The Birmingham Xpress (BX) is a BRT line that connects 25 neighborhoods to opportunities and vital services along its corridor. As a part of its design, the BX will have a dedicated travel lane with intersection treatments, such as transit signal priority. Stations will include modern attractive passenger amenities accessible to all customers. The project began construction in early 2021 with revenue service begun in 2022. Kimley-Horn provided support services to BJCTA to facilitate a smooth transition of the City design and construction project to the operating transit agency. Specific tasks requested included development of an FTA mandated ridership forecast, a project scope gap analysis, and fare enforcement policy research. Jessica was involved with start-up planning and review of project plans in the lead up to project certification and initiation of revenue service.


**BETH BARTZ, AICP | *Environmental and NEPA***

Beth is a senior project manager specializing in NEPA and state environmental planning as well as integrating transportation and community planning. Beth is known for her detailed understanding of community impact analysis, equity concerns, and cultural resource assessment. She has worked on NEPA documentation with a wide variety of federal agencies including FTA, Federal Highway Administration (FHWA), and Federal Railroad Administration (FRA). Beth's depth of knowledge about the environmental process allows her to strategize effective approaches to environmental documentation requirements while also addressing agency and stakeholder concerns. She is known for her ability to manage complex and controversial issues and facilitate public and agency communication to achieve consensus. She meets the U.S. Secretary of the Interior's Professional Standards as an architectural historian.

**PROFESSIONAL CREDENTIALS**

Master of Science,  
Historic Preservation,  
University of Vermont

Bachelor of Arts,  
Mathematical Methods  
in Social Sciences,  
Northwestern University

American Institute  
of Certified Planners  
(#091661)

**AVAILABILITY**

50%

**RELEVANT EXPERIENCE**
**Everett Link Extension (EVLE) and OMF North, |  
Seattle, WA – Senior Environmental Planner.**

Kimley-Horn is leading a team for Sound Transit's EVLE project, a 16.3-mile, six-station LRT extension extending north into Snohomish County, providing transit to the fast-growing northern part of the Seattle region in accordance with the ST3 ballot measure. It will connect to the Lynnwood Link Extension. The project consists of pre-project planning work that will progress into project development, including the draft and final EIS, and up to 30 percent engineering design. A critical element of the project will be the siting and programming of the OMF North facility to serve the Sound Transit northern system expansion. Beth is leading the environmental project phases while supporting engineering, public outreach, and stakeholder engagement efforts.

**Project Connect: Blue Line and Orange Line  
FTA Support, Austin, TX | Project Manager.** Beth assisted with FTA review of technical reports, scoping documents, and Environmental Impact Statement (EIS) documents for two proposed LRT corridors in Austin. These complex projects include at-grade design through dense commercial and institutional areas, below grade (tunnel) construction through downtown Austin, a new crossing of the Colorado River, and an Operations and Maintenance Facility to service the new light rail system.

**Rush Line BRT Corridor Environmental  
Documentation | Ramsey County, MN – NEPA  
Planner/Station Area Planning/Community Engagement  
Lead.** Beth assisted in the environmental analysis phase for this project. The LPA for this corridor was a 14-mile-long, primarily dedicated guideway and includes 21 proposed stations. The project will connect people to activity centers for work, pleasure, or health care. The confirmation of the proposed station locations along the corridor will be defining for the project and each community.

**Gateway Corridor BRT Environmental  
Documentation | Washington and Ramsey Counties,  
MN – Deputy Project Manager/NEPA Planner/  
Community Engagement Lead.** Beth played multiple managerial roles for the environmental documentation of a proposed transitway intended to improve mobility in the eastern part of the Twin Cities Metropolitan Area. Beth and the Kimley-Horn team led the Gateway Corridor through the NEPA and MEPA process by completing the draft EA. The team was responsible for effectively implementing public engagement, environmental analysis/documentation, alternatives development, concept engineering, station area planning, and market analysis tasks. This project had a robust advisory committee structure, and required close coordination with FTA, FHWA, MnDOT, Metropolitan Council, and the corridor counties and cities.




**MARISSA MATHIAS** | *Environmental and NEPA*

Marissa has over five years of experience in the environmental consulting field, including regulatory compliance, field work, and environmental planning. With a background in environmental studies and public affairs, Marissa has focused her career on the delivery of environmental documents for multidiscipline complex projects at the intersection of science, policy, and people in water, planning, development, restoration, and transportation markets serving diverse local, state, and federal agency clients. She has provided project management and support for California Environmental Quality Act (CEQA) and NEPA compliance and has provided environmental analysis for a variety of project types, including mixed-use, redevelopment, infrastructure, and commercial. Her responsibilities include assisting senior project managers with large complex projects; managing projects; technical writing; interfacing with clients, subconsultants, and agency staff; and proposal writing.

**PROFESSIONAL CREDENTIALS**

Bachelor of Arts,  
Environmental Studies,  
University of California  
Santa Cruz

**AVAILABILITY**

70%

**RELEVANT EXPERIENCE**

**RTA Alternatives Analysis Update and NEPA Study** | *Oklahoma City, OK – Planner*. Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into project development, for which Marissa serves as support. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**UTA, FrontRunner Program Management** | *Salt Lake City, UT – Program Support*. Kimley-Horn is providing program management services for the UTA which include supporting UTA, with the development, implementation, and oversight of the FrontRunner Forward Program. These program improvements will increase speed, efficiency, and reliability of the commuter rail. Kimley-Horn is preparing a strategic business plan to guide the investments and an implementation plan detailing how and when the operational and capital improvements will be executed, along with a funding strategy. Kimley-Horn will support

community and stakeholder engagement; procurement; and oversight for environmental, design, and construction phases of the program. Marissa authored the Preliminary Environmental Linkages document.

**Pier B Rail Yard Project, Maritime Administration** | *Long Beach, CA\* – Project Manager*. Marissa managed the preparation of an EIS for the expansion of the Pier B on-dock rail support facility allowing the Port to maintain its ability to manage train activity within the Port complex, providing support for container trains up to 10,000 feet in length. Three railyard layout alternatives were considered, as well as modifications to the existing local street system. The project was subjected to highly technical and complex analysis requirements, with close surveillance expected by technical agencies and the neighboring community. Marissa worked with the Port, the federal lead agency, MARAD, and several cooperating agencies, including the FRA, FHWA, and the U.S. Department of Transportation Build America.

**US 101 Improvement Project EIR/EIS- Caltrans** | *Ventura County, CA\* – Deputy Project Manager*. Marissa provided environmental analysis of the US 101 Improvement Project. She supported the internal environmental documentation and authored the Community Impacts Assessment.

*\*Projects completed prior to joining Kimley-Horn*



### PROFESSIONAL CREDENTIALS

Bachelor of Science,  
Civil and Environmental  
Engineering, Mississippi  
State University

Professional Engineer in  
Oklahoma (#32748) and  
Texas (#142503)

### AVAILABILITY

60%

### HEATHER BO, P.E. | Mapping and GIS

Heather has more than six years of experience working at Kimley-Horn on a variety of transportation and traffic operations projects. She has worked on projects for ODOT, Oklahoma City, Edmond, Tulsa, Owasso, TxDOT, Fort Worth, Frisco, College Station, and Tyler. Her experience includes GIS, mapping, asset management, illumination designs, ADA evaluations and designs, traffic signal designs, signal timing, traffic control plans, signing and marking plans, bicycle and pedestrian facility design, railroad crossing safety improvements, quiet zones, and traffic studies.

### RELEVANT EXPERIENCE

#### Transportation Asset Management and Condition Assessment | Tulsa, OK – Project Engineer.

Kimley-Horn was selected to perform the data collection, condition assessment, and integration of all traffic-based assets into a City-owned Lucity asset management software database. The goal was to assess and develop a maintenance plan to replace substandard traffic assets throughout the City to be federally compliant and prepare the City for future mobility needs. The assets for data collection and condition assessment included all street signs and posts, pavement markings, warning beacons, guardrails, traffic signal equipment, and street lighting. Heather helped collect these assets and assessed them in ArcGIS Pro to create a database of the entire city. The data collection created a 3D rendering of the city. The collected assets were then evaluated against state and federal standards and entered into the City-owned software with an action and maintenance schedule.

#### Mike Monroney Aeronautical Center (MMAC) Street and Parking Lot Lighting Replacement | Oklahoma City, OK – Project Engineer.

The project included performing an inventory of the existing 1,000 street and parking lot lights throughout the MMAC campus. This inventory and evaluation was completed using ArcGIS Pro and Collector apps for field work. Heather helped create detailed maps and databases, which were used throughout the project. Using the maps and assessments from GIS, reports analyzing equipment to be replaced and cost estimates were developed.

#### OKC MC-0614 On Call Traffic Services/Studies |

*Oklahoma City, OK – Project Engineer.* The work from this on-call included traffic signal warrants, pedestrian and partial/AWSC studies, speeds studies, school zone studies, pavement markings and signing plans, intersection capacity improvements, and coordinated traffic signal timings. A majority of the task orders were focused on the implementation of the TIF and citywide Traffic Impact Assessment (TIA) studies. Heather assisted with topographic surveys, review of existing utilities, roadway widening/intersection geometric improvements, sidewalk/ADA improvements, and traffic signal improvements/construction documents. Additionally, local traffic and circulation studies were performed under this on-demand contract.

#### OKC NW Expressway at Rockwell Intersection Capacity Improvements | Oklahoma City, OK – Project Engineer.

This intersection suffers from many design elements that reduce its capacity, including the number of driveways nearby, the existing traffic signal spacing, and heavy turning movements with inadequate turn lane storage. Heather helped evaluate multiple intersection control options and configurations as well as traditional intersection capacity improvements. Ultimately, the displaced left-turn intersection control offered the highest level-of-service (LOS) from an operations standpoint. It fit within the existing ROW footprint, but was outside of the project budget. The proposed improvements include driveway consolidation, additional left-turn and right-turn lanes, as well as a refined coordinated traffic signal timing plan.



### PROFESSIONAL CREDENTIALS

Bachelors of Civil Engineering Technology, Southern Polytechnic State University

Professional Engineer in Georgia (#PE035671)

American Railway Engineering and Maintenance-of-Way Association (AREMA), Member

### AVAILABILITY

70%

### WILEY MCCAIN, P.E. | Rail and BRT Design

Wiley has more than 23 years of experience in railroad engineering. He has handled projects of all types and sizes—from passenger stations, rail line consolidations, crossing closures, and construction phasing, to joint freight-commuter operations, agreement support for corridor sales, high-speed rail projects, and more. Prior to joining Kimley-Horn in 2022, Wiley spent more than two decades at Norfolk Southern Railway, where he learned firsthand what railroad systems look for in their projects and how to facilitate coordination with private or public entities.

### RELEVANT EXPERIENCE

**Charlotte Area Transit System (CATS) | Blue Line LRT, Mecklenburg County, NC\*** – Freight Railroad Engineering Lead. Wiley managed relocation of NS operated double track and yard lead to permit sharing of the North Carolina Railroad corridor with this extension of Charlotte's first light rail system. He coordinated the City's construction of the light rail system adjacent to active railroad operations requiring planning of 12-hour freight and Amtrak train outages for light rail flyover construction.

**Virginia Railway Express (VRE) Broad Run Commuter Expansion Freight | Statewide, VA\*** – Railroad Engineering Lead. Wiley coordinated VRE design of improvements to meet NS standards and operating requirements. He provided comments to VRE's engineering team as to construction staging which aided the VRE design team to alter plans to reduce project cost, schedule, and minimize existing service impacts due to construction.

**ADA Station Improvement Program | Multiple Locations, U.S.\*** – Freight Railroad Engineering Lead\* Wiley led Amtrak's program to bring passenger stations as close to ADA compliant as possible. Wiley reviewed plans, developed estimates, and coordinated with Amtrak concerning the construction of improvements at stations on the NS system.

### Additional recent experience where Wiley played a lead role:

- Norfolk Southern "Gulch" Real Estate Sale for Centennial Yards | *Fulton County, GA\** – Freight Railroad Engineering Lead
- American Recovery and Reinvestment Act (ARRA) Stimulus Funded Piedmont Improvement Program | *Charlotte to Raleigh, NC\** – Freight Railroad Engineering Project Manager
- Chicago Region Environmental and Transportation Efficiency Program (CREATE) | *Cook County, IL\** – Freight Railroad Engineering Manager
- Katrina Levee Improvements | *New Orleans, LA\** – Freight Railroad Engineering Lead
- TDOT Short Line Program-Funded Track Upgrades | *Knoxville, TN\** – Engineering Manager

*\*Projects completed prior to joining Kimley-Horn*



### EDGAR TORRES, P.E. | *Rail and BRT Design*

Edgar has led or been heavily involved with 15 BRT projects during his 17-year career. He effectively coordinates key BRT design and customer experience elements to support customer-focused BRT design for the entire network. Edgar provides input into all components of the BRT design, building on national best practices, BRT design guidance, and operational requirements for sustainable operations. His work with these agencies has included: strategic planning, service and engineering feasibility studies, transit service and infrastructure concept development, transit corridor alignment and mode AA, context sensitive integration of transit improvements in urbanized communities and growth opportunity areas, and implementation and phasing plans.

#### PROFESSIONAL CREDENTIALS

Master of Science,  
Transportation  
Engineering,  
Massachusetts Institute  
of Technology

Bachelor of Science,  
Civil Engineering,  
Massachusetts Institute  
of Technology

Professional Engineer in  
California (#75079)

American Society of  
Civil Engineers (ASCE),  
Member

#### AVAILABILITY

60%

#### RELEVANT EXPERIENCE

**Metropolitan Council, Gold Line (Gateway Corridor) BRT Engineering Services | Washington and Ramsey Counties, MN – BRT Design Lead.** Edgar's role was to coordinate closely with all disciplines while working with the Metropolitan Council through challenging elements of Gold Line guideway and systems design—using lessons learned from our local and national guideway projects to deliver a BRT guideway design that addresses operational opportunities and constraints and balances guideway function, access control, right-of-way (ROW) acquisition, and maintainability.

**San Diego Association of Governments (SANDAG), Downtown Transit Plan and BRT Stations PS&E | San Diego, CA – Project Manager.** Kimley-Horn completed feasibility analysis, conceptual design, and final design and specifications for 12 BRT stations on Broadway in downtown San Diego. Edgar led the comprehensive project, including the analysis of bus and rail operations within downtown San Diego, and the conceptual engineering of improvements. He was also the BRT design lead during final design.

**South Bay BRT | San Diego, CA — Project Manager, Quality Assurance.** Edgar managed the preliminary engineering and environmental review services for SANDAG's 20-mile BRT line connecting downtown San Diego to the Otay Mesa international border crossing. Edgar also led QC/QA for Final Design of the project.

**Metropolitan Council, E Line | Hennepin County, MN – QC/QA for Traffic and Bus Priority Analysis.** Edgar is responsible for quality control reviews of the BRT operations and transit advantages. Kimley-Horn is assisting Metro Transit in evaluating traffic operations related to the proposed E Line BRT line. The purpose of this analysis is to measure the traffic impacts resulting from proposed E Line improvements on selected segments of analysis within the project corridor and support interagency traffic coordination.

**Metro Transit, A Line BRT | St. Paul, MN – Systems/Technology Task Lead.** Edgar provided BRT station interdisciplinary oversight and review, shelter design review, and quality assurance. He led the coordination of architecture and communications interface for stations and pylons and provided an independent review of cost estimate.

**North Hollywood to Pasadena BRT Planning and Environmental Study | Los Angeles, CA — Engineering Task Lead.** Kimley-Horn is the prime consultant for a 16-mile BRT project connecting the San Fernando and San Gabriel Valleys. The Kimley-Horn team is responsible for development of all technical products including planning studies, conceptual engineering, an environmental, and preliminary engineering. Edgar led the engineering from alternatives development, conceptual engineering, and into preliminary engineering.





### COREY HILL | *Strategic Funding*

Corey has 28 years of experience serving in governance roles for federal, state, regional, and local agencies. His areas of responsibility have included multi-billion-dollar rail and transit projects and program management for multi-billion-dollar capital grant and loan portfolios at the state and federal levels. As the project manager for the \$5.6 billion Dulles Corridor Metrorail Project (Silver Line), Corey led the Virginia Department of Rail and Public Transportation's early development of the project and advancement through FTA's New Starts Program. As the Director of the Office of Program Delivery for the Federal Railroad Administration (FRA), Corey led a multidisciplinary office that was integrated with grantees into rail project delivery for over 400 intercity passenger rail, high-speed passenger rail, and freight rail projects funded through a \$25 billion portfolio.

### PROFESSIONAL CREDENTIALS

Master of Public Administration, George Mason University

Bachelor of Science, Political Science, James Madison University

American Association of State Highway and Transportation Officials, Member

American Public Transportation Association, Member

Transportation Research Board

### AVAILABILITY

40%

### RELEVANT EXPERIENCE

**FRA Program Support for Amtrak Capital Grant Program Oversight/Governance | Washington, DC – Project Manager.** Kimley-Horn provided FRA's Office of Railroad Policy and Development (RPD) programmatic support for oversight/governance of the evolving Amtrak Capital Grant Program. Corey's role as project manager was focused on ensuring FRA's requirements were satisfied and Amtrak grant funds were spent in a manner to ensure the highest value to passengers and American taxpayers in accordance with statutory requirements. The team began by performing an initial program assessment, including interviews with FRA staff involved in Amtrak activities and a leadership workshop with senior RPD leadership and staff, to gain an understanding of current activities and identify risks. Using the information gathered in the initial program assessment, the team helped to develop a five-year RPD strategy plan to provide guidance on best governance practices by defining RPD requirements, roles, and responsibilities; identifying critical coordination areas between RPD divisions and other FRA offices; establishing monitoring metrics; and developing an approach with milestones for implementation of the strategy plan.

**UTA, FrontRunner Forward Program Management | Salt Lake City, UT – Strategic Planning, Financial Planning.** Corey is supporting the UTA's FrontRunner

Forward program with strategic and financial planning support. Kimley-Horn is providing these program management services for the UTA, in partnership with UDOT. Responsibilities include supporting UTA with the development, implementation, and oversight of the \$965 million program.

**North Carolina Department of Transportation, Incremental Service Development Plan for High-Speed Rail between Richmond | VA and Raleigh, NC – Senior Advisor.** Kimley-Horn is providing the NCDOT with stakeholder coordination (government agencies, and Amtrak), interstate passenger rail analysis for state-supported Amtrak service, and grant application development services associated with high-speed rail projects. Corey is currently working on stakeholder coordination for the Southeast High-Speed Rail to position the region for future funding opportunities.

### Additional recent experience where Corey played a lead role:

Southeast Corridor (SEC) Commission, FRA Grant Application Development | Raleigh, NC – Strategic Planning

VPRA, Program Management for Transforming Rail in Virginia Program | Richmond, VA – Project Manager

DRPT, Transit Capital Program Prioritization Staff Support | Northern Virginia, VA – Principal-in-Charge


**BILL SCHMITZ, P.E. | Airport Integration**

Bill has 14 years of experience delivering airport planning, programming, design, construction, and maintenance projects. His wide-ranging airport experience includes transit, roadways, private vehicle curbside, commercial ground transportation, parking, and rental cars. This holistic understanding of the airport system uniquely positions Bill to address airport problems with a view of how potential solutions impact the airport system, including landside, terminal, and airside. Bill collaborates with airport owners and stakeholders during project development to define program requirements and design solutions that meet the specific needs of each client. With his diverse background, Bill is equipped to take airport landside projects from the planning phase through construction.

**PROFESSIONAL CREDENTIALS**

Bachelor of Science,  
Civil Engineering,  
University of Wisconsin  
Professional Engineer in  
Minnesota (#50404)

**AVAILABILITY**

30%

**RELEVANT EXPERIENCE**

**Oklahoma City Airport Trust, Will Rogers World Airport Parking Facilities Study | Oklahoma City, OK – Project Planner.** Bill was responsible for concept development and parking demand analysis on these parking facilities. The airport experienced parking deficits in the B and C parking garages on a frequent basis. When the parking garages are full, customers are frustrated, and parking revenue is lost. The Parking Facilities Study includes a logical and realistic plan for parking improvements to accommodate projected parking demand growth over the next 20-years.

**San Diego County Regional Airport Authority, San Diego International Airport Regional Transportation Connectivity Support | San Diego, CA – Project Manager.** The Terminal 1 Replacement Program and Airport Development Plan (ADP) Final Environmental Impact Report identifies impacts to off-airport facilities and strategies to incorporate transit into the airport. Kimley-Horn provided support to the Airport Planning Department with stakeholder engagement and transit integration with the Airport. Support included concept development, presentation development, and subject matter expert review. Bill worked closely with the Airport to identify property impacts, develop a strategy to communicate these impacts, and develop mitigation strategies. Bill has also participated in direct coordination with SANDAG on the APM impacts to the ADP.

**Broward County Airport Department, Fort Lauderdale International Airport 5-Gate Terminal Expansion Program Definition Document | Fort Lauderdale, FL | Project Planner.** The site requires independent transit and commercial vehicle operations areas but will be served from existing airport public parking offerings. Kimley-Horn developed the landside facility requirements, facility roadway access and egress concepts, private vehicle curbside concepts, commercial vehicle curbside concepts, wayfinding concept, and concept of operations. Bill led engagement with the airport stakeholders to develop the landside concept of operations, site development goals, and infrastructure concepts.

**Houston Airport System, George Bush Intercontinental Airport FIS Redevelopment Program | Houston, TX – Project Planner.** This project involves realignment and reassignment of functions on existing roadways, relocation of utilities, providing new private vehicle and commercial vehicle curbside operations areas, and building expansion. As a subconsultant, Kimley-Horn is leading the civil components of the project including roadway, utility, traffic, wayfinding, and transportation structure design. Bill's responsibilities included: validating the program construction phasing sequence, vehicle wayfinding during construction, condition landside traffic lane assignments and wayfinding, and curbside program definition and analysis.



### JAKE ZIELINSKI | *Evaluation Criteria and Framework*

Jake is a transit planning analyst specializing in data analysis and GIS. Based on his past experience working alongside the RTA of Central Oklahoma, Jake has experience leveraging these skills to perform an AA comparing the feasibility of different transit alignments and modes.

Jake's skills have been applied to several zero-emission bus studies, writing transition plans, and performing route analyses for a variety of clients. Jake has also been involved in efforts to apply for FTA funding with clients in San Francisco and Salt Lake City. Prior to joining Kimley-Horn, Jake spent three years working in the asset management programs at FEMA and Metro Transit in the Twin Cities.

#### PROFESSIONAL CREDENTIALS

Master of Urban and Regional Planning, University of Minnesota, Twin Cities

Bachelor of Science, History, University of Wisconsin-Madison

#### AVAILABILITY

60%

#### RELEVANT EXPERIENCE

**RTA Alternatives Analysis Update and NEPA Study | Oklahoma City, OK – Project Engineer.** Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into project development, which Jake is supporting. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**UTA, FrontRunner Program Management | Salt Lake City, UT – Project Engineer.** Kimley-Horn is providing program management services for the UTA which include supporting UTA, with the development, implementation, and oversight of the FrontRunner Forward Program. These program improvements will increase speed, efficiency, and reliability of the

commuter rail. Kimley-Horn is preparing a strategic business plan to guide the investments and an implementation plan detailing how and when the operational and capital improvements will be executed, along with a funding strategy, which Jake is supporting. Kimley-Horn will support community and stakeholder engagement; procurement; and oversight for environmental, design, and construction phases of the program.

#### Additional recent experience where Jake played a support role:

Lawton Area Transit System Zero-Emission Bus Study | Lawton, OK – Project Engineer

City of Phoenix Public Transit Department Zero-Emission Bus Study | Phoenix, AZ\* – Project Engineer

Central Ohio Transit Authority Zero-Emission Bus Study | Columbus, OH – Project Engineer

San Francisco Railyards Preliminary Business Case and Operations Planning | San Francisco, CA – Project Engineer



### **BLAKE VAN JACOBS** | *Evaluation Criteria and Framework*

Blake is a Transit Planning Analyst with two years of experience and a Master's in Urban and Regional Planning. Blake is an analytics and geospatial specialist, having detailed experience with data analysis tools, such as Excel and RStudio, and geospatial tools like ArcGIS Pro.

By using these tools, Blake aims to assist public agencies in implementing great public amenities that serve everyone equally. He has worked on zero-emission bus transition projects for the cities of Lawton, OK; Phoenix, AZ; and Arlington, VA. Blake has also been an analyst on the current North/South corridor and East Corridor projects with the RTA.

#### **PROFESSIONAL CREDENTIALS**

Master, Urban and Regional Planning,  
University of Colorado-Denver

Bachelor of Art,  
Sustainability Studies,  
Creighton University

American Planning  
Association, Member

#### **AVAILABILITY**

60%

#### **RELEVANT EXPERIENCE**

**RTA Alternatives Analysis Update and NEPA Study | Oklahoma City, OK – Project Engineer.** Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into project development, which Blake is supporting. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**UTA, FrontRunner Program Management | Salt Lake City, UT – Project Engineer.** Kimley-Horn is providing program management services for the UTA which include supporting UTA, with the development, implementation, and oversight of the FrontRunner Forward Program. These program improvements will increase speed, efficiency, and reliability of the

commuter rail. Kimley-Horn is preparing a strategic business plan to guide the investments and an implementation plan detailing how and when the operational and capital improvements will be executed, along with a funding strategy, which Blake is supporting. Kimley-Horn will support community and stakeholder engagement; procurement; and oversight for environmental, design, and construction phases of the program.

#### **Additional recent experience where Blake played a support role:**

Lawton MPO Zero-Emission Bus Study | *Lawton, OK* – Project Engineer

Arlington County Decarbonization Plan | *Arlington County, VA* – Project Engineer

Phoenix Zero-Emission Bus Study | *Phoenix, AZ* – Project Engineer

San Francisco Railyards Preliminary Business Case and Operations Planning | *San Francisco, CA* – Project Engineer





### PROFESSIONAL CREDENTIALS

Master of Science, City Planning, University of Glasgow

Bachelor of Arts, Political Science, Westminster College

International Association for Public Participation (IAP2), Member

### AVAILABILITY

60%

### OLIVIA PEREZ | *Community and Stakeholder Engagement*

Olivia is serving as outreach support for Oklahoma City's RTA analysis study. Olivia works in close coordination with cities, communities, and the project team to advance the vision of high capacity transit in the region. Olivia brings three years of experience providing communications and public involvement (PI) support to stakeholders. She can effectively communicate both verbally and through written media, understands how to build and maintain relationships, and is skilled at problem-solving and conflict resolution.

Prior to working at Kimley-Horn, Olivia was the customer communication and social media specialist for the UTA, allowing her to look at each project through the lens of both a consultant and agency. Through this experience, she brings knowledge of local government processes and an in-depth understanding of ridership and stakeholders involved in transportation projects.

### RELEVANT EXPERIENCE

**RTA Alternatives Analysis Update and NEPA Study | Oklahoma City, OK – Outreach Support.** Olivia is supporting the public outreach component of the RTA AA project. Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into Project Development. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**UTA FrontRunner Project Management | Salt Lake City, UT – Public Involvement Specialist.** Kimley-Horn is providing program management services for the UTA. Responsibilities include supporting UTA with the development, implementation, and oversight of the FrontRunner Forward Program. FrontRunner Forward program improvements will increase speed, efficiency, and reliability of the commuter rail. To this end, Kimley-Horn is preparing a strategic business plan to guide the investments and an implementation plan

detailing how and when the operational and capital improvements will be executed, along with a funding strategy. Kimley-Horn will also support community and stakeholder engagement, as well as procurement and oversight for environmental, design, and construction phases of the program.

**UTA Public Involvement | Salt Lake City, UT\* – Public Involvement Specialist.** Olivia provided public involvement services on a variety of projects to support UTA's capital development. UTA is successfully delivering their current five-year capital program. This capital program consists of both short-term and long-range transit-related projects and initiatives.

*\*Projects completed prior to joining Kimley-Horn*


**MEL GARCIA** | *Community and Stakeholder Engagement*

Mel Garcia is serving as outreach support for Oklahoma City's RTA analysis study. Since joining Kimley-Horn's public involvement team, Mel has translated technical jargon from engineering and construction perspectives into imaginable futures for community members. As a central point of contact for local business owners, homeowners, and onsite project team members, Mel strives for effective communication across all platforms ranging from hotline calls to long-term digital campaigns, where stakeholders can seamlessly chart a project's design, implementation, and realization from start to finish. Mel's prior experience as an educator and editor informs their continued enthusiasm for developing accurate and accessible copy for all projects and emphasizes a people-first approach that succeeds in the world of public involvement.

**PROFESSIONAL CREDENTIALS**

Master of Arts, English,  
Weber State University

Bachelor of Arts,  
English, Weber State  
University

**AVAILABILITY**

60%

**RELEVANT EXPERIENCE**

**RTA Alternatives Analysis Update and NEPA Study** | *Oklahoma City, OK – Outreach Support*. Mel is supporting the public outreach component of the RTA AA project. Kimley-Horn is advancing the implementation of high-capacity transit in the Oklahoma City region by updating an AA for advancement into Project Development. Kimley-Horn is completing a focused, concise update of the AA to arrive at an updated LPA to advance the priority project(s) into the environmental review process. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, LPA selection, FTA capital grant program strategy, and NEPA documentation.

**City Creek Water Treatment Plant (CCWTP) Upgrades Project** | *Salt Lake City, UT – Outreach Support*. Mel is supporting the public outreach component for the CCWTP Upgrades Project as aging infrastructure has resulted in several structural and mechanical deficiencies that must be addressed to restore the resiliency and reliability needed for the state's critical water supply. The CCWTP Upgrades Project has received BRIC funding for its widespread impacts and garnered a large network of cities, organizations, community councils, and individual stakeholders in the design and early construction phases. Mel will

continue to provide support through the project's social media campaigns, educational outreach in schools, and community events that emphasize the importance of water treatment and this large-scale upgrade from architectural design boards to watershed access coordination with the public.

**San Marcos Active Transportation Plan** | *San Marcos, CA – Outreach Support*. Mel is supporting the San Marcos Active Transportation Plan through the building and maintenance of a project website that collects stakeholder feedback for suggested ATP solutions and strategies in the project's early stages. Early community involvement in the project has stemmed from a successful online and in-person collaboration with the Kimley-Horn San Diego office and continued efforts to define active transportation barriers and benefits with local input from the surrounding communities.



### PROFESSIONAL CREDENTIALS

Master of Business Administration, Finance, University of Central Oklahoma

Bachelor of Science, Accounting, University of Central Oklahoma

WTS International, Oklahoma Chapter Board of Directors

Transportation Research Board, Economics and Finance & Revenue Committee Member

### AVAILABILITY

50%

### MIKE PATTERSON | *Government Affairs Liasion Engagement Task Lead - HNTB*

Mike brings 40 years of experience and has spent his career in finance, administration, and policy beginning his fulltime transportation career as Deputy Controller. As former Director of the ODOT and Secretary of Transportation, Mike is passionate about modernizing the transportation system in Central Oklahoma and throughout the state. Mike was critical in assisting the RTA with the passage of House Bill 2480 and throughout the years, he has been actively engaged with the goals of the RTA. His relationships with stakeholders, public entities, municipalities and civic organizations will make him an invaluable asset to the engagement needs on this project. Mike is based in HNTB's Oklahoma City office and will bring career long expertise to this project.

### RELEVANT EXPERIENCE

- US 69 Widening, Tushka, Atoka County, OK
- US 69/75 Expansion INFRA Grant, Bryan County, OK
- Oklahoma City Streetcar, Oklahoma City, OK
- I-44 INFRA Grant, Tulsa County, OK
- AMTRAK Heartland Flyer Funding & Collaboration, OK
- US 75 Bridge Replacement, Coal County, OK
- SH 20 Widening and Realignment, Mayes County, OK
- US 60 Bridge Improvements, Kay County, OK
- I-40/SH 102 Interchange Reconstruction Tribal Coordination, Pottawatomie County, OK



### PROFESSIONAL CREDENTIALS

Master of Science,  
Regional and City  
Planning, University of  
Oklahoma

Bachelor of Science,  
Geography, University of  
Oklahoma

Oklahoma Transit  
Association, Member

### AVAILABILITY

60%

### RYAN BILLINGS | *Alternatives Analysis Task Manager - HNTB*

Ryan brings over a decade of experience managing complex transit, multimodal, and city planning efforts. His passion for equitable and sustainable transportation options has produced numerous needle-moving projects enhancing mobility opportunities to improve communities. He has extensive knowledge and understanding of transit planning and operations, multimodal integration, TOD planning, and high-capacity systems planning.

Prior to joining HNTB, Ryan worked for the City and County of Denver for 10 years, where he developed the city's first transit program tasked with delivering small and large capital projects aimed at reaching the city's goal of 15% transit mode share by 2030. He oversaw and managed the East Colfax BRT alternative analysis and conceptual design process including the development of the center-running LPA.

When Ryan moved back to the Oklahoma City region, he applied his experience and knowledge from Denver to the growing high-capacity transit system being developed in Oklahoma City. He is energized to work with the RTA on this crucial step in the evolution of the region's transit system.

### RELEVANT EXPERIENCE

- EMBARK Comprehensive Operational Analysis (COA), Oklahoma City, OK
- Tulsa Route 66 BRT Final Design, Tulsa, OK
- Tulsa Transit On-Call Services, OK
- East Colfax BRT, Denver, CO
- Capital Area Transit System (CATS) TDS Implementation Plan, Baton Rouge, LA
- 17th/18th Avenue Bus Priority Final Design, Denver, CO
- Denver Transit Program, Denver, CO
- Denver Moves Transit, Denver, CO
- NORTA Bus Rapid Transit Feasibility Study, New Orleans, LA
- Plank-Nicholson BRT Design, Baton Rouge, LA


**JOHN DOBIES | BRT Service Design - HNTB**

John is a senior project manager based in HNTB's Kansas City Metro Office. He has more than 40 years of experience in the field of transportation planning and transit operations. John's project work includes technical studies in the areas of transit planning, operations, and management. He is also an experienced project manager leading transportation projects ranging from corridor studies and major facility projects to management consulting.

Prior to joining HNTB, John held various technical and management positions in the transit industry in Pittsburgh, Pennsylvania and Kansas City. He held the positions of director of planning and system development and director of transportation operations for the Kansas City Area Transportation Authority.

**PROFESSIONAL CREDENTIALS**

Professional Program,  
Transit Planning,  
Carnegie-Mellon  
University

Master of Science, Civil  
Engineering, Carnegie-  
Mellon University

Bachelor of Arts, Urban  
and Regional Planning,  
Indiana University of  
Pennsylvania

American Public Transit  
Association, Member

**AVAILABILITY**

50%

**RELEVANT EXPERIENCE**

- Project Connect Fixed Guideway Transit Plan, Austin, TX
- 2017-2019 Tulsa Transit On-Call Services, Tulsa, OK
- Kansas City Streetcar South Extension Planning, Kansas City, MO
- NextRail Streetcar Extension Planning, Kansas City, MO
- Interregional Express Bus Service Concept Design, Iowa City, IA
- KCATA Prospect Avenue Bus Rapid Transit Planning, Kansas City, MO
- Des Moines Area Regional Transit (DART) Bus Rapid Transit Feasibility Study, Des Moines, IA
- 2008-2019 KCATA IDIQ On-Call Services, Kansas City, MO
- TH 169 Managed Lane/Bus Rapid Transit Study, Hennepin and Scott Counties, MN
- Pace Suburban Bus Service Program Management, Chicago, IL
- Heartland Connections, Omaha, Nebraska to Council Bluffs, IA
- VelociRFTA Bus Rapid Transit Program Manager, Aspen to Glenwood Springs, CO
- University/Ingersoll Corridor Alternatives Analysis, Des Moines, IA
- Troost MAX BRT Service Planning, Kansas City MO
- North/South Corridor Alternatives Analysis/DEIS, Kansas City, MO
- I-35 Xpress Fixed Guideway Corridor Phased Implementation Plan, Johnson County, KS
- Elgin to Rockford Corridor Alternatives Analysis, Rockford, IL
- SR 710 Corridor Transit Feasibility Study, West Palm Beach, FL





### PROFESSIONAL CREDENTIALS

Master of Science,  
Urban and Regional  
Planning, Virginia Tech

Bachelor of Arts, Urban  
Planning and Political  
Studies, University of  
California San Diego

### AVAILABILITY

40%

### SEAN LIBBERTON | *Strategic Funding - HNTB*

Sean possesses nearly 30 years of experience in public transportation and rail, including planning, policy, and management services. His area of expertise is transit project development, including corridor planning, environmental review, project evaluation, and federal grant writing. Sean is an expert on federal transportation funding programs and the transit and rail provisions of the Infrastructure Investment and Jobs Acts (IIJA), particularly the FTA's Capital Investment Grant (CIG) program. With more than 20 years of service with FTA, including several years managing its Office of CIG Project Planning and Analysis. Sean is an expert in FTA funding and project development requirements. Sean has also supported 22 successful TIGER/BUILD/RAISE grants since 2013, as well as a dozen other FTA, FRA, FHWA, and USDOT grants. Sean's responsibilities with HNTB include providing technical input, strategic advice and leadership on complex projects and working closely with regional HNTB staff and transit clients to achieve success in securing federal investment for their projects.

### RELEVANT EXPERIENCE

- BART Silicon Valley Phase II (BSV II) Extension to San Jose, Santa Clara Valley Transportation Authority (VTA) Program Management Team, San Jose, CA
- Red Line Extension, Chicago Transit Authority (CTA) Program Management Consultant, Chicago, IL
- King of Prussia (KOP) Rail Program, Southeastern Pennsylvania Transportation Authority (SEPTA), Philadelphia, PA
- IIJA Funding Strategy and Support, Metropolitan Atlanta Rapid Transit Authority (MARTA), Atlanta, GA
- Wake County Transit Plan BRT Program, Raleigh, NC
- City of Denver Department of Transportation and Infrastructure (DOTI), Denver, CO - Project Manager for the development of an application narrative and BCA for a 2021 RAISE grant for DOTI's Washington Street Livability Project. The project was awarded a \$14 million grant in November 2021.



### PROFESSIONAL CREDENTIALS

Master of City and Regional Planning, Georgia Institute of Technology

Bachelor of Arts, Social Sciences, University of Michigan

Certificate in Reimagining Streets as Places

BikeWalk KC, Member

Downtown Neighborhood (Kansas City, MO) Association, Member

### AVAILABILITY

40%

### ALLISON BUCHWACH | Rail and BRT Service Planning - HNTB

Allison is a planner with 12 years of experience performing research and data analysis related to land use and public transportation, including commuter and light-rail and BRT. Prior to joining HNTB, she spent four years with Metra, where she performed research and conducted analyses for land use planning and corridor and parking studies. Allison brings experience in project management and meeting facilitation, survey data collection and management, grant writing, spatial analysis, presentation and speech development and delivery. She is also proficient in Spanish.

### RELEVANT EXPERIENCE

- Kansas City Area Transportation Authority East-West Transit Study, Kansas City, MO
- Pace Suburban Bus Program Management Oversight, Arlington Heights, IL
- Kansas City Area Transportation Authority Customer Satisfaction Survey, Kansas City, MO
- Microtransit Pilot Refinement and Implementation Plan, Tulsa, OK
- Go Plus Bus Rapid Transit Operating Plan and Lifecycle Costs, Raleigh, NC
- Austin Transit Partnership Blue Line Light Rail Planning Support, Austin, TX
- Capital Metro Blue Line High-Capacity Transit Alternatives Analysis, Austin, TX
- Kansas City Area Transportation Authority OneRideKC, Kansas City, MO
- Lakeland BRT Feasibility Study, Lakeland, FL
- Chicago Region Environmental and Transportation Efficiency Program (CREATE) 2021 Grant Strategy, Chicago, IL
- Des Moines Area Regional Transit Authority (DART) On-Call Planning, Financial Planning and Program Development, Des Moines, IA
- Metropolitan Atlanta Rapid Transit Authority (MARTA) ART/BRT Design Guidelines, Atlanta, GA
- Metropolitan Atlanta Rapid Transit Authority (MARTA) CIG Evaluation, Atlanta, GA
- IndyGo Project Management Plan, Indianapolis, IN



### PROFESSIONAL CREDENTIALS

Graduate Certificate of Urban & Regional Planning, University of Texas at San Antonio

Master of Science, Architecture, University of Texas at San Antonio

Bachelors, Environmental Design, Texas A&M University

American Planning Association, Member

### AVAILABILITY

20%

### JASON RODRIGUEZ, AICP | Rail and BRT Design - HNTB

Jason has managed a variety of projects ranging from mobility planning at arterial, district, and regional scales to siting, conceptual design, and planning of transit facilities and services. He has valuable experience with integrating community planning initiatives across agencies and working toward a shared vision and responsibility for delivering innovative policy collaborations, efficient service partnerships and coordinated capital investment. He understands the challenges associated with developing projects in an environment with various demands on available resources, and through strategic approaches, he uncovers the needs and opportunities associated with every project to problem-solve and find viable solutions.

Jason has worked on AA for rapid and high-capacity transit, high-speed rail, and new location roadway over the last 15 years. As Manager of Strategic Planning at VIA Metropolitan Transit in San Antonio, TX, Jason led the development of AA in seven corridors concurrently, identifying preferred alignments and modes in each. The first two of these projects include bus rapid transit and are in Project Development now. More recently, while working with North Central Texas Council of Governments as his client, Jason was the AA task lead considering high-speed rail, maglev, and hyperloop, as well as various alignments for connecting Dallas to Fort Worth.

His leadership skills, team building, project management, and sensitivity for local affairs that may have bearing on project development over time have positioned him as a reliable contact for a broad range of projects requiring political, policy, and technical understanding. He has an awareness of the challenges that come with new projects or changing circumstances and takes pride in helping organizations achieve project and program objectives while developing teams that continue to deliver value in the process.

### RELEVANT EXPERIENCE

- Dallas-Fort Worth High-Speed Transportation Study, Dallas, TX
- VIA Rapid Transit Corridor Studies, San Antonio, TX
- River Road Route Alternatives Study, Laredo, TX
- MetroExpress Park & Ride Assessment, Austin, TX
- Innovative Mobility Solutions Framework and Implementation Plan, Austin, TX
- El Paso Regional Transit Assessment, El Paso, TX
- North Laredo-Webb County Transportation Planning Study, Laredo, TX
- VIA Vision 2040 Long Range Plan, San Antonio, TX





### PROFESSIONAL CREDENTIALS

Master of Urban and Regional Planning (MURP), Portland State University

Bachelor of Science, Political Science, Southern Nazarene University

### AVAILABILITY

60%

### STUART CAMPBELL | *Community Engagement - HNTB*

Stuart serves as a planner in HNTB's Oklahoma City office. He brings a broad range of experience in local, regional, and statewide planning efforts, including experience in transportation planning, transit priority projects, and corridor improvement strategies. He has also performed work in developing multimodal travel options, statewide transportation planning policy, and access to transit options.

### RELEVANT EXPERIENCE

- EMBARK Maintenance and Operating Facilities Master Plan, Oklahoma City, OK
- MKARNS Grant, OK
- ODOT Statewide Electric Vehicle Plan, OK
- University BRT, Houston, TX
- Plank Nicholson BRT, Baton Rouge, LA
- Capital Area Transit System Terminal Plan, Baton Rouge, LA
- NCDOT Statewide Truck Parking Plan, NC
- Salem Area Mass Transit District (SAMTD) Long Range Transportation Plan, Salem, OR\*
- Oregon Public Transportation Plan (OPTP), Statewide, OR\*
- Enhanced Transit Corridors (ETC) Program, Portland, OR\*
- Northeast Coquitlam Transit Expansion Feasibility Study Update, City of Coquitlam, British Columbia, Canada\*
- Rogue Valley Transportation District (RVTD) 2040 Transit Master Plan, Medford, OR

*\*Prior to joining HNTB*



### PROFESSIONAL CREDENTIALS

Master of Urban Planning, New York University

Bachelor of Arts, Environmental Sustainability, University of Oklahoma

American Institute of Certified Planners (#34353)

American Planning Association (AICP), Member

### AVAILABILITY

70%

### LAURA DAVIS, AICP | *Community Engagement - HNTB*

Laura serves as a planner in HNTB's Oklahoma City office. Her expertise is primarily in land use, transit-oriented development, and environmental planning projects. She has over five years serving the Oklahoma City area.

### RELEVANT EXPERIENCE

- EMBARK Tsp Master Plan, Oklahoma City, OK
- Route 66 BRT, Tulsa, OK
- I-10 Corridor Study, Statewide, TX
- Link Tulsa BRT Project, Tulsa, OK
- Oklahoma Statewide Electric Vehicle Deployment Plan, OK
- NC Statewide Multimodal Freight Plan, Statewide, NC
- Bronx Metro-North Station Area Study, Bronx, NY
- Bronx Community Boards 9 and 12 Liaison, Bronx, NY


**YOAV HAGLER** | *Rail and BRT Service Planning - DB E.C.O*

Yoav is an experienced planner who specializes in rail operations analysis, service planning and scheduling, and strategic planning. He comes to DB after eight years with other companies in which he successfully led a wide variety of technical projects. Yoav served in project manager, deputy project manager and lead technical analyst roles for various projects focusing on the Northeast Corridor and California. These projects include NEC Future, the Washington Union Station Master Plan, an Economic Analysis of the Northeast Corridor, and strategic service studies in Northern and Southern California. Yoav led a strategic planning effort in the Merced-Sacramento corridor as part of Phase II planning for California High-Speed Rail and the Richmond – Washington DC corridor in Virginia. Most recently, Yoav led the development of the Long-Range Service Vision as part of the Caltrain Business Plan accepted by the Caltrain board of directors in October 2019.

**PROFESSIONAL CREDENTIALS**

Master of Science,  
Urban Planning,  
Columbia University

Bachelor of Arts,  
Economics, Wesleyan  
University

**AVAILABILITY**

30%

**RELEVANT EXPERIENCE**

- OKC RTA Alternatives Analysis, Oklahoma City, OK
- UTA FrontRunner Simulation and Operations Planning, Salt Lake City, UT
- Caltrain Business Plan, California
- Atlantic Gateway - Strategic Corridor Planning, Virginia
- Northern California Network Integration – Southern Alameda County Rail Study, California
- Salesforce Transit Center – Downtown Extension Operations Planning, San Francisco, CA
- Midwest Regional Rail Plan, Chicago, IL
- Northeast Corridor Future, Washington D.C. to Boston, MA



### PROFESSIONAL CREDENTIALS

Bachelor of Arts, Public Relations/Advertising and International Studies, Oklahoma Christian University

Accredited Public Relations Practitioner Accreditation

2016 Next Gen Under 30 Award

2021 Journal Record Power List - Public Relations and Advertising

### AVAILABILITY

60%

### KATY GUSTAFSON, APR | *Communications Strategy - Gooden Group*

Katy is an accredited public relations and strategic communications professional based in Oklahoma City. She serves a wide array of clients, including a Fortune 50 tech company and local nonprofit organizations. Katy's background includes planning and coordinating large scale events, developing and implementing national public relations campaigns, and consulting clients on everything from digital media to crisis communications.

### RELEVANT EXPERIENCE

**Maps 3 Capital Improvement Campaign | Oklahoma City, OK | Public Relations.** Katy manages public relations strategy, events, and social media for MAPS3 capital improvements campaigns for the City of Oklahoma City.

**Maps 4 Capital Improvement Campaign | Oklahoma City, OK | Public Relations.** Katy manages public relations strategy, events, and social media for MAPS4 capital improvements campaigns for the City of Oklahoma City.

**Google Expansion | Oklahoma City, OK | Public Relations.** Katy serves as public relations lead for Google CEO Sundar Pichai expansion announcement of the Oklahoma data center for 2019

#### In addition to the above projects Katy has:

- Consulted on PR strategy for the Oklahoma City Public Schools Pathway to Greatness initiative
- Lead PR and media management for the grand opening of the GE Oil & Gas Technology Center and OKC visit from GE CEO Jeff Immelt
- Coordinated a response to negative press on behalf of an iconic food brand, preventing critical customer attrition and protecting the company's long-term reputation

- Managed the media relations for a 190-acre commercial real estate development
- Formed and implemented a strategy to announce the redevelopment of The Jones Assembly
- Served as public relations lead for the Oklahoma Mission of Mercy
- Katy serves as the Oklahoma community relations and large-scale events lead for Google; coordinates with multiple functional teams to garner positive relations between client and community stakeholders
- Leads ongoing communications strategy for corporate, higher education, and nonprofit clients by developing omni-channel content, planning client events and executing announcements
- Consults ongoing public affairs strategy for Chickasaw Nation leadership
- Led public outreach for Be Counted OKC



### PROFESSIONAL CREDENTIALS

Ph.D., Transportation Engineering, University of Texas at Austin

Master of Science in Engineering, Civil Engineering, University of Texas at Austin

Bachelor of Science, Systems and Information Engineering, University of Virginia

### AVAILABILITY

40%

### RACHEL COPPERMAN | *Travel Demand Modeling - Cambridge Systematics (CS)*

Rachel is a leading expert in incorporating uncertainty and risk analysis within the travel forecasting process. She also specializes in intercity passenger rail and transit forecasting, having led development and application of the ridership and revenue forecasting model for the California High-Speed Rail Authority. She is currently leading the effort to develop and apply a Northern California megaregional travel demand and land use forecasting system for BART's Link21 program. Additionally, Rachel has experience working with FTA Simplified Trips-on-Project Software (STOPS) and survey data collection experience. She also is currently providing project oversight and conducting quality assurance and quality control for El Paso, San Antonio, Baltimore, and Dallas-Forth Worth MPO model development and transit planning projects. Rachel is the Chair of TRB's Passenger Rail Committee and a member of TRB's Travel Demand Forecasting Committee.

### RELEVANT EXPERIENCE

**RTA 2020-0002 Alternatives Analysis Update | Oklahoma City, OK | *Travel Demand Modeling*.** For the Regional Transportation Authority of Central Oklahoma (RTA) CS is developing an FTA STOPS model to provide ridership forecasting to support the alternative analysis of the North-South corridor under evaluation. CS will calibrate and validate the model and use it to conduct ridership forecasting for different alternatives under the existing and future (2045) conditions. The model is developed at the regional level, allowing for analysis of additional corridors and transit alternatives throughout the RTA region.

**Link21 Program Identification and Project Selection, Travel Demand and Land-Use, Northern California, CA | *Travel Demand Modeling*.** Link21 is a transportation program sponsored by the San Francisco Bay Area Rapid Transit District (BART) and the Capitol Corridor Joint Powers Authority (CCJPA) to transform the passenger rail network serving the 21-county Northern California Megaregion (Megaregion). To reflect the emerging Megaregion and its projected population and employment growth over time, CS is developing a demand and land use forecasting system that will support the evaluation and optimization of program and project alternatives. In addition, CS will apply the

forecasting system and estimate and refine metrics to support screening and evaluation at various stages. The ridership and land use forecasting will evaluate the entire 21-county Megaregion, and will include a strong commitment to equity through the examination of the effects of proposed alternatives on priority populations.

**NCTCOG Tarrant County and Denton County Transit Planning Studies, Tarrant County, TX | *Travel Demand Modeling*.** CS developed a countywide transit plan for Tarrant County and is currently undergoing a similar effort for Denton County. Using public engagement, digital mobility data, and stakeholder outreach, the team, led by CS, developed an existing conditions and service gaps report and develop a range of transit scenarios for regions falling outside of the counties' major transit districts. Dr. Copperman provides quality assurance and quality control on the projects and providing overall project oversight to ensure high-quality plans are delivered on time and on budget.





### PROFESSIONAL CREDENTIALS

Ph.D., Civil Engineering,  
City University of New York

Master of Science,  
Civil Engineering, City  
University of New York

Bachelor of Engineering,  
Tongji University, School  
of Transportation  
Engineering

### AVAILABILITY

40%

### HAIYUN LIN | *Travel Demand Modeling - Cambridge Systematics*

Haiyun has nine years of professional experience as a travel demand modeler, during which she has developed and applied travel demand forecasting models for various state and regional agencies across the country. In addition to calibrating and validating both tour-based and (advanced) trip-based regional models, Haiyun has extensive experience in network coding and graphical user interface scripting in TransCAD, Cube, and EMME. She received training from the FTA on using STOPS for New Starts and Small Starts projects and has developed and applied the STOPS model for various regions.

### RELEVANT EXPERIENCE

**RTA 2020-0002 Alternatives Analysis Update | Oklahoma City, OK | *Travel Demand Modeling*.** For the RTA, CS is developing an FTA STOPS model to provide ridership forecasting to support the alternative analysis of the North-South corridor under evaluation. CS will calibrate and validate the model and use it to conduct ridership forecasting for different alternatives under the existing and future (2045) conditions. The model is developed at the regional level, allowing for analysis of additional corridors and transit alternatives throughout the RTA region. Haiyun is the main modeler on this project.

**VIA Metropolitan Transit Rapid Transit Corridor Studies | San Antonio, TX | *Travel Demand Modeling*.** For VIA Metropolitan Transit, CS, as part of a team, developed forecasts for BRT ridership along several corridors. This project involved overseeing transit onboard surveys, validating mode choice models by including BRT mode, preparing transit time functions for BRT, and forecasting BRT ridership estimates for future alternatives. Haiyun was in charge of producing appropriate model using FTA'S STOPS model and help defined different ranges of BRT levels of service inputs such as time and cost and tested them to evaluate the sensitivity of the travel model in the corridor. She also assisted in devising future-year "build" alternatives that can be used for providing a range of BRT ridership forecasts depending upon the inputs for each alternative.

**Chapel Hill Transit (CHT) North-South Bus Rapid Transit Preliminary Engineering | Chapel Hill, NC | *Travel Demand Modeling*.** For CHT and their transit partners, CS will provide refined ridership forecasting in support of a design team during the process of developing PS&E's for up to 30% design for the North-South BRT project. CS developed STOPS model under the Alternative Analysis of the NS BRT that will be used as a base for ridership forecasting in the Design phase. Haiyun is in charge of calibrating and validating the model and using it to conduct ridership forecasting for different alternatives under the existing and future conditions.

**MAPA Council Bluffs 1st Avenue Transit Alternatives Analysis | Omaha, Nebraska | *Travel Demand Modeling*.** As part of a team, CS supported comprehensive analysis of transit alternatives along the 1st Avenue corridor through Council Bluffs, IA into Omaha. CS addressed BRT, streetcar, and multimodal options along the 1st Avenue corridor, including station locations, place type development and land use scenarios, transit ridership modeling, high level cost estimations, tax base impacts and tax increment financing options, and review of transit oriented development (TOD) best practices and lessons learned from peer agencies. Dr. Lin built and calibrated STOPS models to provide ridership forecasting for all different alternatives.

## E. Capability of the Firm

### FIRM'S CAPABILITY, EXPERIENCE, AND UNIQUE QUALIFICATIONS

Kimley-Horn is currently leading RTA's study for the North/South and East Corridors. Beginning in 2020, Kimley-Horn assisted the RTA in adopting its first ever Transit System Plan. Kimley-Horn is now working on the feasibility analysis to add commuter rail service within the existing BNSF corridor to serve Edmond, Oklahoma City, and Norman; and the AA for the East Corridor service to Tinker Air Force Base. The East Corridor AA is exploring both LRT and BRT and studying two alignment alternatives. Kimley-Horn, on behalf of the RTA, prepared and submitted the USDOT Mega Grant application and associated BCA for the North/South Corridor.

***Our team's continued work with the RTA provides unique expertise, experience, and unparalleled knowledge to continue the AA process in stride with the additional corridors proposed to be evaluated.***

As a firm, our services include the full suite of planning and design services for all transit modes. Kimley-Horn is a leading consultant in the planning, design, implementation, and construction management of transit/rail corridor extensions and improvements, including alternatives development, state/federal environmental documentation, traffic engineering, and civil engineering. We regularly serve comparable transit agencies, including UTA (Salt Lake City) and Metro Transit (Twin Cities). We are also working with MAPS-4 in Oklahoma City to study BRT corridors.

### HOW THE WORK WILL BE PERFORMED

Our team will be led by Project Manager **Liz Scanlon**, a national transit expert located in Denver. She offers the RTA 21 years of experience in project delivery for federally funded transit projects. Her successful portfolio includes leadership roles on projects involving transit planning, land use, environmental compliance, stakeholder and public engagement, and major capital program development and delivery. Liz has worked extensively with the FTA on projects funded through the Capital Investment Program. Liz will work in close partnership with Deputy Project Manager **Luke Schmidt, P.E., PTOE**.

Luke, an Oklahoma City resident, currently serves as Kimley-Horn's Oklahoma Transportation and Mobility Lead. His experience working in all RTA member cities affords him in-depth knowledge of this project's history, desired outcomes, and other local drivers to the project.

***Liz is currently leading the team for the RTA North/South and East Corridor Projects, which are currently on-schedule and being delivered under budget.***

Together, Liz and Luke will lead an integrated team of qualified individuals with proven experience. They will work together to allocate appropriate resources based on project needs and will provide oversight of the activities undertaken by the subconsultants selected for this team. Our team includes subconsultants that act as seamless team members able to provide their specific areas of expertise when required. We have partnered with HNTB to bring the RTA the expertise of **Secretary Mike Patterson** as a liaison for stakeholder and government affairs and **Ryan Billings** to support the AA development. Between our two firms, we offer the RTA unparalleled years of experience in successful delivery of projects. While Liz and Luke, your primary points of contact, will coordinate all team members' efforts and deliverables, they are supported by Task Managers **Matt Horton, Austin Stake, and Amalia Andrews**, all of whom are currently supporting the RTA North/South and East Corridor projects. Regularly scheduled project coordination meetings with RTA will be held to make sure that efforts remain on track with the project plan. Review of work performed by Kimley-Horn and subconsultants as part of our Quality Control standards will be led by **Greg Kyle**.

Our team understands that a clear definition of responsibilities and frequent communication are key to successfully delivering successful projects as we have done on the current RTA AA process project. Liz and Luke will conduct team meetings regularly with the RTA to maintain focus on the project's big picture path and strategy. Luke and Ryan will attend technical meetings with municipalities and regional partners such as the Association of Central Oklahoma Governments, leveraging local knowledge and mobility expertise to navigate important project components like station area and land use analysis.

## SUBCONSULTANTS

**HNTB** *HNTB Corporation (HNTB)* will provide support on the alternative analysis, community and stakeholder engagement, transit design, and operations planning. HNTB is a national engineering, architecture, and planning firm with direct experience managing transit programs and projects of all types, including BRT, light rail transit (LRT), high-speed rail, commuter rail, and streetcars. They have over 60 offices nationwide, including their local Oklahoma City office. With the addition of former Oklahoma Secretary of Transportation, Mike Patterson, the firm has strengthened strategic relationships with ODOT, FHWA, and other key partners to ensure program success with the communities in west Oklahoma City, Mustang, and Yukon. HNTB brings local project leadership, technical expertise, and abundant national resources to serve the RTA with specialized experience and added bench strength in transit planning and design.



**Cambridge Systematics (Cambridge)** will provide travel demand modeling. Cambridge has developed travel forecasting guidelines with the FTA and supports the FTA as it devises strategies to increase ridership. Cambridge is also well-versed in the use of STOPS to supplement traditional four-step models. Cambridge is currently working with RTA and Kimley-Horn on the STOPS modeling for the North/South and East Corridor projects.



**DB Engineering & Consulting USA (DB E.C.O.)** will assist with rail operations planning. DB E.C.O. has a successful history of developing solutions to freight and passenger projects on the BNSF network. DB E.C.O. is currently working with RTA and Kimley-Horn on the North/South Corridor feasibility analysis, and has worked with BNSF on projects in multiple locations that are critical to BNSF's freight franchise and host popular/regional passenger services.



**Gooden Group (Gooden)** will assist with strategic communications and community engagement. They are a comprehensive communications firm with recognized strengths in public relations services, corporate communication, perception and reputation management, media management, government and community relations, media and social media training, social media measurement, event planning, and creative content production. Gooden is current working with MAPS-4 and can offer communications strategy for both programs.

**Kimley»Horn**



## SIMILAR PROJECT EXPERIENCE

**Metropolitan Council (Metro Transit), Gold Line Bus Rapid Transit Project, Ramsey and Washington Counties, MN**

The Gold Line Project is a precedent-setting endeavor representing Metro Transit's first dedicated-guideway BRT project. Kimley-Horn was selected to support Metro Transit to **lead the AA, environmental, preliminary engineering, final design, and construction services** for this 10-mile dedicated corridor. The project connects Downtown Saint Paul to the greater East Metro area to provide frequent, all-day service in both directions; preboarding fare payment for faster stops; access to park-and-ride lots; real-time arrival and departure information; and heated shelters with lighting and security features. The project cost \$420 million and is a recipient of FTA's Capital Investment Grant (CIG) program New Starts. The project broke ground in October 2022 and is anticipated to begin revenue operations in 2025.

As the planning and engineering services consultant, Kimley-Horn provided **project management, BRT operations, civil engineering, traffic analysis, environmental planning, and architectural design services**. Additionally, we supported structural engineering, public involvement, **the preparation of the New Starts application**, value engineering, and constructability components of the project. This project developed passenger-focused facilities, including 16 new Gold Line branded level boarding stations, off-board fare collection, and state-of-the-practice system components including security and digital information displays. Securing a federal contribution to the project was critical to Metro Transit successfully delivering this project to riders, and **Kimley-Horn regularly**



**updated a benefit-cost model that tracked the project's anticipated performance against FTA New Starts evaluation criteria.**

The line serves five municipalities along frontage roads of the I-94 corridor and travels directly into downtown Saint Paul to support more convenient customer transfers to existing and planned transit routes. Stakeholder collaboration was important in this project, with key stakeholders involved in a variety of formal and informal capacities. One innovative approach was the formation of Issue Resolution Teams (IRTs) that tasked stakeholders in each segment of the alignment with **assessing local preferences to specific technical challenges** and reporting back to the project team. The project included a guided tour of BRT projects in Los Angeles, where Kimley-Horn was able to show key stakeholders successful BRT infrastructure in operation and meet with the local staff that implemented the projects. This effort, combined with intensive stakeholder engagement, resulted in the community

embracing BRT as a more cost-effective alternative to LRT. **Kimley-Horn is proud to have supported Metro with bringing this important transit connection to the Twin Cities.**

**Kimley-Horn helped Metro Transit stay focused on staying grant-eligible, resulting in the project successfully securing \$189 million from the FTA.**

## F. Approach to the Project

### COURSE OF ACTION

The Kimley-Horn team will build on the momentum already in progress with our work on the North/South and East Corridor projects. **We have also increased our team's strength by adding HNTB for transit support and Gooden Group for strategic communication, allowing us to leverage additional technical strength to further support RTA.** We are mobilized to hit the ground running to provide a focused, concise AA to arrive at the LPA and prepare these corridors for Project Development.

### Project Management and Coordination Meetings

Kimley-Horn has extensive experience with managing transit projects during all phases of project development. We will use the Project Operations Plan (POP) from the current North/South and East

Corridor project as a template, and we will update it with the specific needs of this project and in accordance with the RTA's and FTA's requirement. The POP will establish the administrative procedures the team will follow for project document control, file management, team communications, and quality management. Kimley-Horn is committed to providing total quality management for our projects. The POP will include a Quality Management Plan (QMP) for an AA process to make sure that our QC/QA approach is comprehensive and enacted by all members of our team.

Kimley-Horn will provide a SharePoint system accessible to seamlessly transfer files, including deliverables, meeting notes, and presentations. Kimley-Horn will use our firmwide management information system to prepare monthly progress reports and invoices. Our accounting system is highly automated, with online time recording capability, and real-time access for the project manager to review project financials.

We recognize that managing two corridor projects will require effective, proactive communication with the RTA. Building upon our work on the North/South and East corridors, our team will host coordination meetings regularly with the RTA Representative. Kimley-Horn will maintain a status list of task deliverables and schedule to project completion. We also anticipate very frequent presentations to the RTA Board of Directors to guide them through the AA process to effectively arrive at the LPA. Regular engagements with the RTA Board of Directors has proven a critical and valuable step in the current North/South and East Corridor project to advance the schedule and process.

### Public Participation

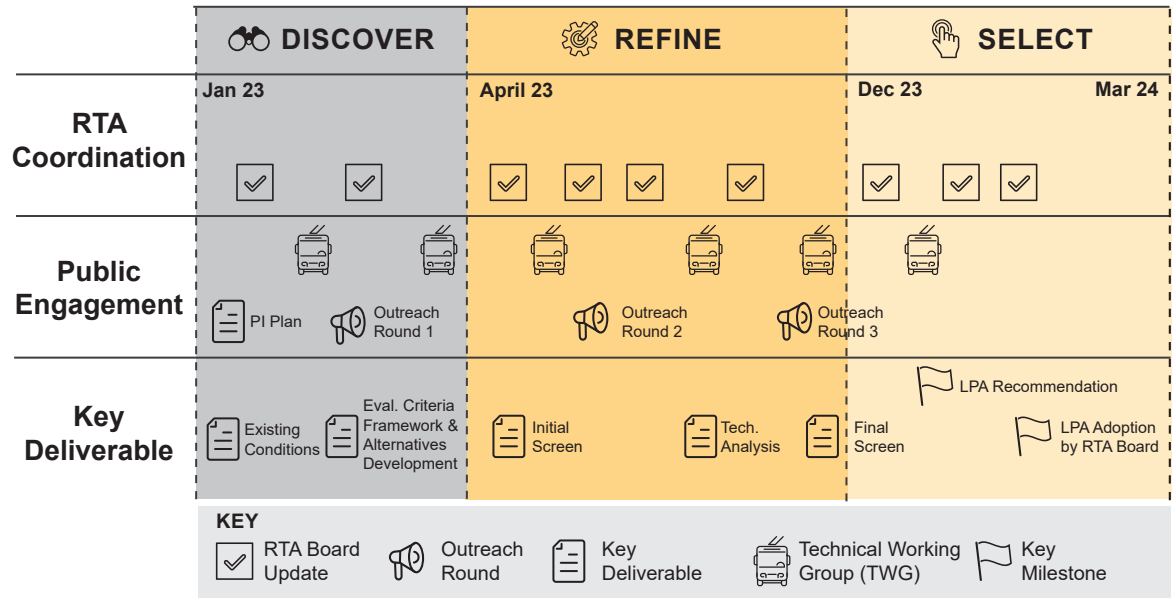
The Kimley-Horn team understands that support for the AA process is built through transparent public engagement aimed at building a community-supported vision for the corridors that will be foundational to the evaluation process and decision-making. We have experienced this



firsthand on the RTA's North/South and East Corridor Project. This process begins with the development of a Public Involvement Plan (PIP) developed in partnership with the RTA, Board of Directors, member cities' staff, and key stakeholders to make sure local community outreach preferences are incorporated. **We will build on what we have already done with the RTA to maintain momentum.** The team will be led by **Amalia Andrews** and supported by a highly-qualified team, including Gooden Group, for strategic communications and Secretary Mike Patterson for governmental affairs. Throughout engagement we will seek to clarify the community's priorities and values and obtain insights reflecting community transportation needs, particularly from an equity perspective.

We plan to conduct our first public outreach round both in-person and virtually to introduce the project and gather input on the corridor-specific goals and objectives, evaluation criteria, and confirm key origins/destinations along the corridor. Rounds two and three will build on the dialogue with further information and feedback gathering. Our talented team of communications experts will have a seat at the table with our technical team in order to develop innovative content to effectively communicate every aspect of a project. Graphic design is a powerful way to effectively communicate what would otherwise be viewed as complex information to technical and nontechnical audiences. Kimley-Horn will create polished

## SCHEDULE



PowerPoint presentations and professional exhibits, such as renderings, to educate, engage, and inform stakeholders, member city staff, and the community as the project steps through each phase of the process.

Our team will build a stakeholder database to be updated continuously throughout the planning process and will serve as the distribution list to communicate project meetings, milestones, progress, and accomplishments as well as to solicit input.



## SCHEDULE



The milestone schedule above highlights the major activities and key milestones required to complete the AA and arrive at the LPA.


### Alternatives Analysis Process

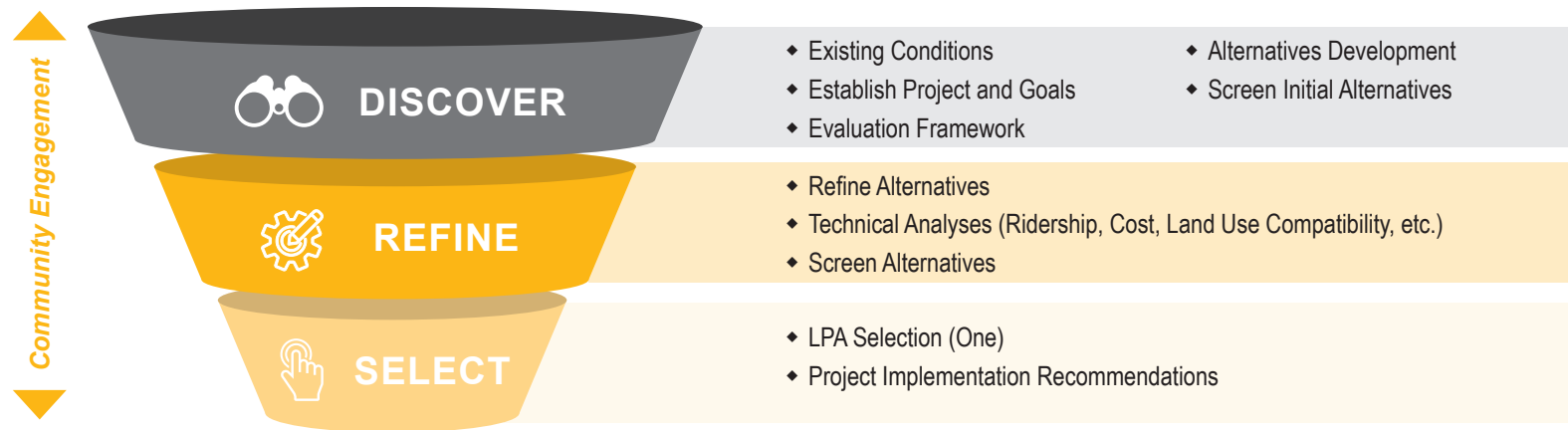
Kimley-Horn is pleased to have helped support the RTA in development of its adopted Transit System Plan, and we are excited to help the RTA continue to define the vision for the corridors serving the Will Rogers World Airport and western Oklahoma City. The completion of a thorough AA is critical not only for establishing priorities and projects that best serve the community's future mobility needs, but also for setting the stage, if desired, to secure Federal funds. Though AAs are no longer officially required by the FTA prior to

## EQUITY-DRIVEN OUTREACH TACTICS

 Bilingual engagement  
 In-person surveys at transit stops

 Tabling at community gatherings  
 Virtual open houses

 Conversations with organizations serving under-served communities



entering into the project development phase, the project sponsor must define the proposed project to provide a clear purpose, need, and expected outcomes/benefits.

**Kimley-Horn will take a three-step process for the AA: Discover, Refine, and Select, as shown above, and described below.**

The **DISCOVER** phase starts with identification of existing conditions using tools like GIS for understanding socioeconomic and demographics, market assessment using big-data, and understanding mobility needs for these corridors. We will tailor the evaluation framework and criteria we created for the East Corridor AA for these two corridors, and make sure it is related back to the RTA Board-adopted goals. The criteria would include both qualitative (land use, station area inputs) and quantitative (ridership, travel time, cost) measures and can include a mix of weighted and non-weighted measures. We also expect to identify a Universe of Alternatives for both corridors that would potentially serve major trip generators, key destinations, and existing and future development. As part of the Discover phase, we will make a first level assessment to determine feasibility. This step begins to screen out non-viable alternatives.

The **REFINE** phase takes a slightly deeper dive into the viable alternatives to examine for fatal flaws, major areas of concern, optimization, and overall performance. Benefits for each alternative will be identified and evaluated, including ridership, equity, and overall BCA in meeting the project's purpose and community needs. We

will engage our engineering team to assess the physical infrastructure and examine cost estimates. This is further informed by examining operating plans and station locations. Our federal experts, **Corey Hill** and **Sean Libberton**, will provide guidance throughout on how the emerging alternatives would be viewed by FTA. We expect that this step will provide sufficient refinement to realize an emerging set of LPAs.

We will provide regular updates and presentations to the RTA Board of Directors to be sure that our work is transparent and guided by input. We have successfully convened a TWG for the North/South and East Corridors to coordinate highly technical content with the member cities' professional staff. We recommend continuing this practice to make sure that the process is comprehensive. We also have **Bill Schmitz**, to help us understand the requirements for serving the Will Rogers World Airport, particularly regarding FAA regulation.

The final phase is to **SELECT** a recommended LPA as informed by robust technical analysis and community input. We propose to present recommendations for the selection of the LPAs to the RTA Board of Directors. We also propose to assist the RTA in considering key policy steps to prepare for realizing the transit system. Upon completion of the AA process for all four corridors, RTA is well-positioned to consider implementation and funding strategies, over time. We can assist the RTA in considering a Program of Projects approach to implementation of all of the corridors in the TSP.



## Technical Analysis to support LPA Selection

The team offers an integrated planning approach to examine the benefits and trade-offs of alternatives. The objective of integrated planning during alternatives development is to **optimize the potential benefits and performance of transit corridors**. This process will also identify potential tradeoffs among service, operations, and infrastructure which will aid in the decision-making process for the LPAs. There are several key technical areas that we will examine for these various characteristics, benefits, and trade-off's.



**Operational Planning:** Our team will examine potential routes by defining service goals and desired outcomes. These go hand-in-hand with the market analysis and ridership forecasts to assess alternatives against the stated project goals. These parameters can include peak and off-peak frequency goals, headways, station hierarchy, passenger experience, and travel times. Our team includes BRT and Rail Operations planners with extensive experience in considering all facets of transit service including routing and costing.

Kimley-Horn has partnered with **DB E.C.O.** to examine potential rail corridors as viable alternatives within this AA. They are currently working on the North/South Corridor with the BNSF Railway, which has afforded our team access to insights on the network that can be leveraged as part of the technical study. This will enhance the



process by setting clear objectives for service delivery from the outset.

Our team brings extensive experience in working with freight corridor owners, including BNSF and FRA. **Corey Hill is the former Executive Director of FRA.**

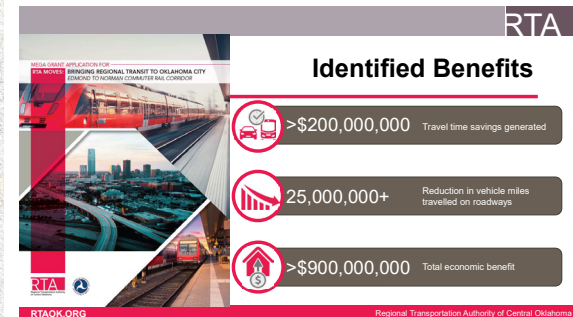
**Station Location and Area Analysis:** Station area will be analyzed through an operational performance lens to make sure that the number of stations and their locations are optimal for the proposed transit mode. Station location also relates to understanding the benefits or trade-off between speed (less stops) vs. access (more stops).



**Travel Demand Modeling:** Kimley-Horn has teamed with **Cambridge Systematics** to complete the travel demand modeling. Ridership forecasts are an important element of fixed guideway transit planning; successful forecasts accurately portray the benefits for the project and the impacts that its implementation will have on mobility, transit ridership, and the parallel roadway system. Cambridge is building the FTA-compliant STOPS model for the North/South and East Corridors. This tool will be ready for use as part of the AA process.



**Benefit-Cost Analysis Tools:** Using tools prepared for RTA's Mega Grant application, we will examine quantifiable benefits of these corridors relative to their cost. This will include forecasts for job and economic growth, safety, equity, and environmental benefits.



## FIRM'S COLLABORATION EFFORTS

**Kimley-Horn has a proven track record of delivering for the RTA under budget and on-schedule and through a collaborative, clear process.** We will continue that successful approach for this AA process. To most effectively deliver on multiple work streams concurrently, we are excited to add HNTB and Gooden Group to our team currently supporting RTA. Partnership is everything within our firm culture, with our subconsultants, and most importantly, with our clients. This means that we will work as one team to deliver this project. We will listen to and understand your direction, manage deliverables, provide regular status updates, and keep the project on time and within budget.

*Kimley-Horn is unique among consulting firms as we are an employee-owned, one-profit-center company. This benefits RTA because we are able and committed to offering you the best qualified professionals regardless of location, allowing us to leverage our national and local expertise to deliver for the RTA.*



## ATTRACTIONS, OPPORTUNITIES, AND CONSTRAINTS

The Kimley-Horn team has a strong understanding of the local community and context that surrounds both corridors. This map outlines key attractions and opportunities to serve the community and promote ridership. These will be further examined during the AA process.

### Regional Attractions:

- 1:** Oklahoma City Fairgrounds
- 2:** Stockyard City: Oklahoma National Stockyards
- 4:** OKC Outlets
- 9:** Woodson Park/Wendel Whisenhunt Sports Complex
- 10:** Wheeler Park
- 11:** Upper and Lower Scissortail Park
- 14:** Hurricane Harbor Oklahoma City

### Regional Attractions - Universities:

- 5:** Francis Tuttle Technology Center
- 12:** Oklahoma City Community College
- 13:** Oklahoma State University Oklahoma City

### Opportunities - Transit Connections

- 6:** EMBARK Reno Hub: (EMBARK's second busiest transit hub by ridership)
- 15:** EMBARK Downtown Hub

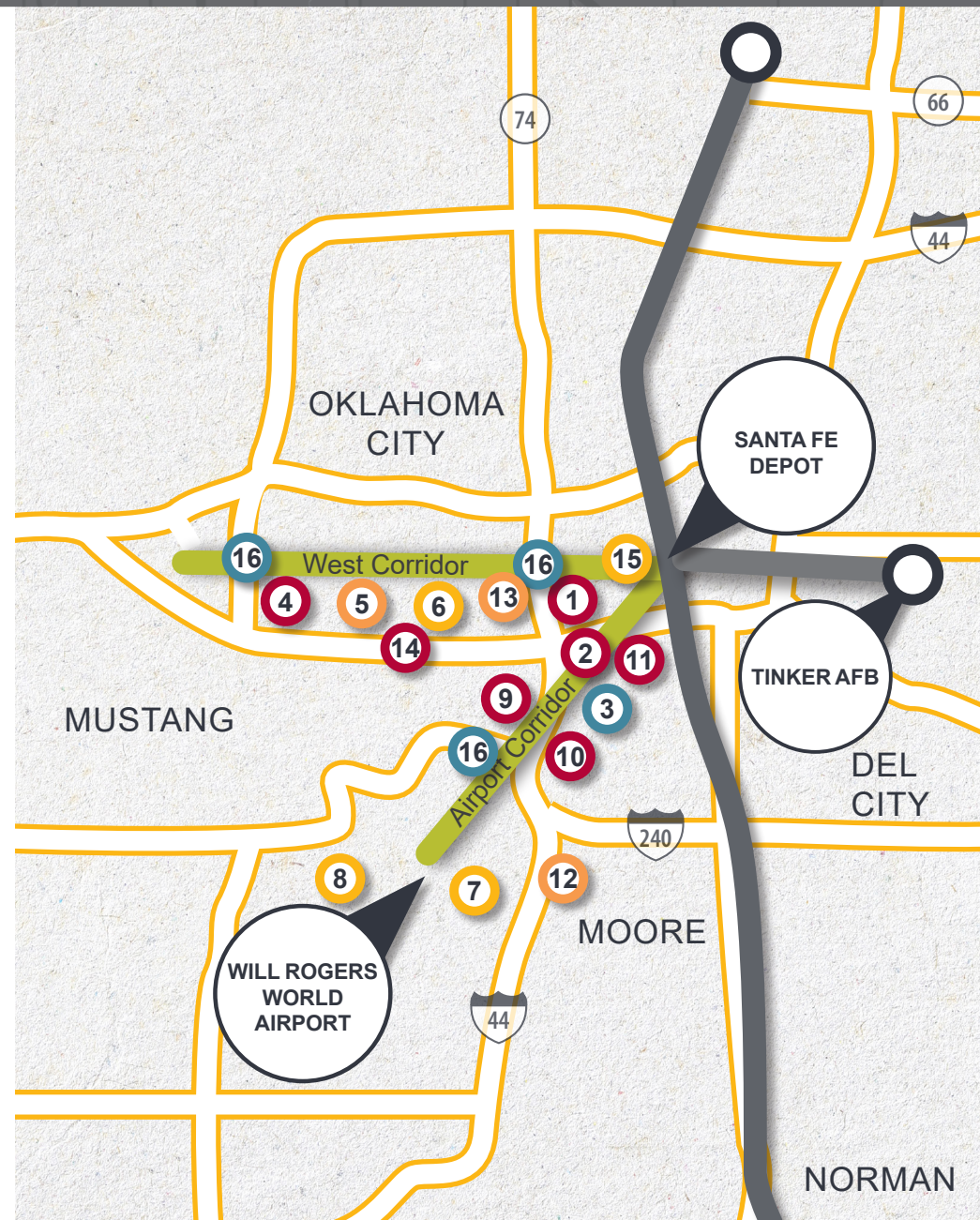
### Opportunities - Regional Employers

- 7:** Will Rogers World Airport
- 8:** Mike Monroney Aeronautic Center/FAA

### Geographic Constraints

- 3:** Oklahoma River Crossing
- 16:** Interstate Crossings

- Key**
- Regional Attractions
  - Regional Attractions - Universities
  - Opportunities - Transit Connections
  - Opportunities - Regional Employers
  - Geographic Constraints



## G. Required Forms

**ATTACHMENT A - COVER PAGE**

**ATTACHMENT B - CONSULTANT PROPOSED STAFFING PLAN**

**ATTACHMENT C - FORM (SF)255**Kimley-Horn


- HNTB
- Cambridge Systematics
- DB E.C.O.
- Gooden Group

**FORM (SF)254**

- HNTB
- Cambridge Systematics
- DB E.C.O.
- Gooden Group

**ATTACHMENT D - LETTER OF AUTHORIZATION**

**ATTACHMENT E - ANTI/NON-COLLUSION AFFIDAVIT**

Cover Page	
Date	10/31/2022
Project Name and Description	RTA Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project
Prime Consultant	Kimley-Horn and Associates, Inc.
Prime Consultant's Federal ID#	EIN# 56-0885615
Sub-Consultants (if any)	HNTB, Inc., Cambridge Systematics, Inc., DB Engineering & Consulting, Inc., Gooden Group
Primary Contact	
Primary Contact Name (Prime)	Liz Scanlon
Address	1125 17th Street Suite 1400
City, State, Zip	Denver, CO 80202
Email	liz.scanlon@kimley-horn.com
Office Phone	720.739.4832
Cell Phone	650.431.8200
Secondary Contact	
Secondary Contact Name (Prime)	Luke Schmidt, P.E., PTOE
Address	4727 Gaillardia Parkway Suite 250
City, State, Zip	Oklahoma City, OK 73142
Email	luke.schmidt@kimley-horn.com
Office Phone	405.241.5447
Cell Phone	405.435.3255
Acknowledgement	
<p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.</p>	
Signature	
Name	Aaron Rader, P.E.
Title	Vice President

## ATTACHMENT B

### Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Liz Scanlon*	Kimley-Horn	Project Manager	N/A	N/A	N/A	Master of City and Metropolitan Planning
Luke Schmidt*	Kimley-Horn	Deputy Project Manager	Prof. Engineer/Prof. Trans. Ops. Eng.	OK PE/28681	PTOE/4778	Bachelor of Science
Greg Kyle*	Kimley-Horn	QC/QA	American Inst. Cert. Planners	N/A	AICP/013000	Master of Science/Master of Business Administration
Jill Gibson*	Kimley-Horn	Maps 4 Liaison	N/A	N/A	N/A	Master of Arts
Matt Horton*	Kimley-Horn	Operational Planning Task Lead (TL)	American Inst. Cert. Planners	N/A	AICP/027891	Master of Urban and Regional Planning
Austin Stake*	Kimley-Horn	Conceptual Design TL	Prof. Engineer	N/A	AZ PE/69095	Bachelor of Science
Amalia Andrews*	Kimley-Horn	Community/Stakeholder Engagement TL	N/A	N/A	N/A	N/A
David Samba	Kimley-Horn	Benefit Cost Analysis	Prof. Eng./Pro. Trans. Ops. Eng./Pro. Trans. Planner	N/A	VA PE/402052334, MD PE/52358, PTOE/3859, PTP/725	Master of Science
Erik Mumm	Kimley-Horn	Benefit Cost Analysis	N/A	N/A	N/A	Bachelor of Science
Blake Young	Kimley-Horn	Station Area Planning/TOD	American Inst. Cert. Planners	N/A	AICP/33686	Bachelor of Urban Planning
DJ Baxter	Kimley-Horn	Station Area Planning/TOD	N/A	N/A	N/A	Juris Doctor in Law
Jessica Choi	Kimley-Horn	Rail/BRT Service Planning	American Inst. Cert. Planners	N/A	AICP/029045	Master of Urban Planning and Policy
Beth Bartz	Kimley-Horn	Environmental/NEPA	American Inst. Cert. Planners	N/A	AICP/091661	Master of Science
Marissa Mathias	Kimley-Horn	Environmental/NEPA	N/A	N/A	N/A	Bachelor of Arts
Heather Bo	Kimley-Horn	Mapping/GIS	Prof. Engineer	OK PE/32748	TX PE/142503	Bachelor of Science

Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (\*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.



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**Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)**

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Wiley McCain	Kimley-Horn	Rail/BRT Design	Prof. Engineer	N/A	GA PE/035671	Bachelor of Civil Engineering Technology
Edgar Torres	Kimley-Horn	Rail/BRT Design	Prof. Engineer	N/A	CA PE/75079	Master of Science
Corey Hill	Kimley-Horn	Strategic Funding	N/A	N/A	N/A	Master of Public Administration
Bill Schmitz	Kimley-Horn	Airport Integration	Prof. Engineer	N/A	MN PE/50404	Bachelor of Science
Jake Zielinski	Kimley-Horn	Evaluation Criteria and Framework	N/A	N/A	N/A	Master of Urban and Regional Planning
Blake Van Jacobs	Kimley-Horn	Evaluation Criteria and Framework	N/A	N/A	N/A	Master of Urban and Regional Planning
Olivia Perez	Kimley-Horn	Community Engagement	N/A	N/A	N/A	Master of Science
Mel Garcia	Kimley-Horn	Community Engagement	N/A	N/A	N/A	Master of Arts/English
Mike Patterson	HNTB	Government Affairs Liaison	N/A	N/A	N/A	Master of Science
Ryan Billings	HNTB	Alternatives Analysis	N/A	N/A	N/A	Master of Business Administration
John Dobies	HNTB	Rail/BRT Service Planning	N/A	N/A	N/A	Master of Science
Allison Buchwach	HNTB	Rail/BRT Service Planning	N/A	N/A	N/A	Master of City and Regional Planning
Jason Rodriguez	HNTB	Rail/BRT Design	American Inst. Cert. Planners	N/A	AICP	Master of Science
Sean Libberton	HNTB	Strategic Funding	N/A	N/A	N/A	Master of Science
Stuart Campbell	HNTB	Community Engagement	N/A	N/A	N/A	Master of Urban and Regional Planning

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**Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)**

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Laura Davis	HNTB	Community Engagement	American Inst. Cert. Planners	N/A	AICP/34353	Master of Urban Planning
Yoav Hagler	DB E.C.O.	Rail/BRT Service Planning	N/A	N/A	N/A	Master of Science
Rachel Copperman	Cambridge	Travel Demand Modeling	N/A	N/A	N/A	Ph.D. Transportation Engineering
Haiyun Lin	Cambridge	Travel Demand Modeling	N/A	N/A	N/A	Ph.D. Transportation Engineering
Katy Gustafson	Gooden Group	Communications Strategy	Accredited Public Relations Practitioner	N/A	N/A	Bachelor of Arts

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<b>STANDARD FORM (SF)</b> <b>255</b> Architect-Engineer and Related Services Questionnaire for Specific Project	1. Project Name/Location for which Firm is Filing:  <div>RTA Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project</div>		2a. Commerce Business Daily Announcement Date, if any:  <div>N/A</div>	2b. Agency Identification Number, if any:  <div>SOL *</div>																																																																																																												
	3. Firm (or Joint-Venture) Name & Address  <div>Kimley-Horn and Associates, Inc. 4727 Gallardia Parkway, Suite 250 Oklahoma City, OK 73142</div>		3a. Name, Title & Telephone Number of Principal to Contact:  <div>Aaron Rader, P.E., Vice President/Principal, 281.896.0734</div>																																																																																																													
4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and in-house personnel on line (B). <table border="0"> <thead> <tr> <th>A</th><th>B</th><th></th><th>A</th><th>B</th><th></th><th>A</th><th>B</th><th></th><th>A</th><th>B</th><th></th> </tr> </thead> <tbody> <tr> <td></td><td>424</td><td>Administrative</td><td></td><td>26</td><td>Electrical Engineers</td><td></td><td>0</td><td>Oceanographers</td><td></td><td>257</td><td>CAD Operators</td> </tr> <tr> <td></td><td>2</td><td>Architects</td><td></td><td>1</td><td>Estimators</td><td>14</td><td>145</td><td>Planners Urban/Regional</td><td></td><td>0</td><td>Construction Managers</td> </tr> <tr> <td></td><td>0</td><td>Chemical Engineers</td><td></td><td>4</td><td>Geologists</td><td></td><td>0</td><td>Sanitary Engineers</td><td>2</td><td>178</td><td>Project Managers</td> </tr> <tr> <td>6</td><td>2377</td><td>Civil Engineers</td><td></td><td>15</td><td>Hydrologists</td><td></td><td>0</td><td>Soils Engineers</td><td></td><td>125</td><td>IT Specialists</td> </tr> <tr> <td></td><td>22</td><td>Construction Inspectors</td><td></td><td>0</td><td>Interior Designers</td><td></td><td>0</td><td>Specification Writers</td><td></td><td>1291</td><td>Technician/Analysts</td> </tr> <tr> <td></td><td>0</td><td>Draftsmen</td><td></td><td>208</td><td>Landscape Architects</td><td></td><td>101</td><td>Structural Engineers</td><td></td><td>662</td><td>Technical Support</td> </tr> <tr> <td></td><td>4</td><td>Ecologists</td><td></td><td>20</td><td>Mechanical Engineers</td><td></td><td>33</td><td>Surveyors</td><td></td><td>761</td><td>Other</td> </tr> <tr> <td></td><td>0</td><td>Economists</td><td></td><td>0</td><td>Mining Engineers</td><td>1</td><td>314</td><td>Transportation Engineers</td><td>23</td><td>6970</td><td>Total Personnel</td> </tr> </tbody> </table>					A	B		A	B		A	B		A	B			424	Administrative		26	Electrical Engineers		0	Oceanographers		257	CAD Operators		2	Architects		1	Estimators	14	145	Planners Urban/Regional		0	Construction Managers		0	Chemical Engineers		4	Geologists		0	Sanitary Engineers	2	178	Project Managers	6	2377	Civil Engineers		15	Hydrologists		0	Soils Engineers		125	IT Specialists		22	Construction Inspectors		0	Interior Designers		0	Specification Writers		1291	Technician/Analysts		0	Draftsmen		208	Landscape Architects		101	Structural Engineers		662	Technical Support		4	Ecologists		20	Mechanical Engineers		33	Surveyors		761	Other		0	Economists		0	Mining Engineers	1	314	Transportation Engineers	23	6970	Total Personnel
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5. If submittal is by joint-venture list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm: (Attach SF 254 for each if not on file with Procuring Office.)  <div>N/A</div>																																																																																																																
5a. Has this Joint-Venture previously worked together?    Yes                  No																																																																																																																

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
1) HNTB Corporation 101 N. Robinson, Suite. 1130 Oklahoma City, OK 73102	Transit Planning/Engineering	Yes
2) Cambridge Systematics, Inc. 505 E. Huntland Drive, Suite 550 Austin, TX 78752	Travel Demand Modeling	Yes
3) DB Engineering and Consulting USA, Inc. 770 L Street, Suite 1240 Sacramento, CA 95814	Operations Development Strategies	Yes
4) Gooden Group 2611 Kelley Pointe Parkway Edmond, OK, 73013	Public Outreach	Yes
x)		
x)		
x)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <p style="text-align: center;"><b>Elizabeth (Liz) Scanlon</b></p>	a. Name & Title: <p style="text-align: center;"><b>Luke Schmidt, P.E., PTOE</b></p>
b. Project Assignment: <p style="text-align: center;">Project Manager</p>	b. Project Assignment: <p style="text-align: center;">Deputy Project Manager</p>
c. Name of Firm with which associated: <p style="text-align: center;">Kimley-Horn</p>	c. Name of Firm with which associated: <p style="text-align: center;">Kimley-Horn</p>
d. Years experience: With This Firm <u>4</u> With Other Firms <u>17</u>	d. Years experience: With This Firm <u>11</u> With Other Firms <u>0</u>
e. Education: Degree(s)/Year/ Specialization  Master / 2009 / City and Metropolitan Planning Bachelor of Arts / 2001 / Communication	e. Education: Degree(s)/Year/ Specialization  Bachelor of Science / 2011 / Civil Engineering
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline  2019 / Professional Traffic Operations Engineer 2016 / Professional Engineer, OK 2011 / Professional Engineer, IA
g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>• RTA Alternatives Analysis/NEPA Study, Oklahoma City, OK – Project Manager</li> <li>• Utah Transit Authority FrontRunner Program Management, Salt Lake City, UT – Project Manager</li> <li>• Downtown Rail Extension (DTX) Operations Planning, San Francisco, CA – Project Manager</li> <li>• San Jose Station Planning Services, San Jose, CA – Program Manager</li> <li>• Point of the Mountain Alternatives Analysis Study, Salt Lake City, UT – Senior Advisor</li> <li>• San Mateo County Transit District, San Francisco Bay Area, CA – Director of Caltrain Planning*</li> <li>• Honolulu Authority for Rapid Transportation, Honolulu, HI* – Director of Planning/Right-of-Way*</li> <li>• Utah Transit Authority, Salt Lake City, UT* – Environmental Compliance Specialist*</li> </ul> <p><i>*Prior to joining Kimley-Horn</i></p>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• RTA Alternatives Analysis/NEPA Study, Oklahoma City, OK – Deputy Project Manager</li> <li>• Broken Arrow Transit Study Plan, Broken Arrow, OK – Needs Assessment</li> <li>• OKC Mobility Study Using TIF, Oklahoma City, OK – Project Manager</li> <li>• MAPS 4 BRT Alternatives Analysis – Oklahoma City, OK</li> <li>• Lawton MPO Zero Emission Study – Lawton, OK</li> <li>• Edmond ITS Communication Master Plan – Edmond, OK</li> <li>• Oklahoma City Core to Shore Parking Study – Oklahoma City, OK</li> <li>• Citywide Transportation Impact Fee TIA – Oklahoma City, OK</li> <li>• Cleveland County Parking Study – Cleveland County, OK</li> <li>• Memorial Drive Corridor Study – Bixby, OK</li> <li>• Tulsa Complete Streets – Tulsa, OK</li> <li>• NW Expressway at N Rockwell Ave Intersection Improvements – Oklahoma City, OK</li> <li>• OU Medical Center Traffic Study – Oklahoma City, OK</li> <li>• Will Rogers World Airport Revenue Control Study and Implementation – Oklahoma City, OK</li> <li>• Tulsa Signal Timing Project – Tulsa, OK</li> <li>• ODOT ADA Self-Evaluation and Transition Plan – Statewide, OK</li> </ul>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:  <b>Jill Gibson</b>	a. Name & Title:  <b>Greg Kyle, AICP</b>
b. Project Assignment:  Maps 4 Liaison	b. Project Assignment:  QC/QA
c. Name of Firm with which associated:  Kimley-Horn	c. Name of Firm with which associated:  Kimley-Horn
d. Years experience: With This Firm <u>6</u> With Other Firms <u>9</u>	d. Years experience: With This Firm <u>22</u> With Other Firms <u>7</u>
e. Education: Degree(s)/Year/ Specialization  Master of Arts / 2007 / American Studies Bachelor of Arts / 2005 / American Studies	e. Education: Degree(s)/Year/ Specialization  Masters / 2005 / Business Administration Master of Science / 1994 / Urban Planning Bachelor of Science / 1992 / Political Science
g. Active Registration: Year First Registered/Discipline	g. Active Registration: Year First Registered/Discipline 1997 / American Institute Certified Planners
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• Broken Arrow Public Transit Study, Broken Arrow, OK – Project Manager</li> <li>• BART Silicon Valley Extension, San Jose, CA – Project Manager</li> <li>• NorTex Regionally Coordinated Transportation Plan, Wichita Falls, TX – Project Manager</li> <li>• NorthRail Streetcar Extension Refresh Study, Kansas City, MO – Transit Planner</li> <li>• Oklahoma City MAPS 4 Transit Planned Growth, Oklahoma City, OK – Project Manager</li> <li>• San Jose Diridon Station Concept Plan, San Jose, CA – Project Planner</li> <li>• VTA, BART Silicon Valley Phase II Extension, Transit Oriented Communities/Station Access Strategies, Santa Clara County, CA – Project Manager</li> </ul>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• LA Metro, North Hollywood to Pasadena BRT, Los Angeles, CA – Deputy Project Manager and Planning/Environmental Task Lead</li> <li>• City and County of Honolulu, Ala Moana Transit Plaza Alternatives Analysis, Honolulu, HI – Project Manager</li> <li>• SFRTA, Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Fort Lauderdale, FL – Project Manager</li> <li>• Miami Beach Light Rail Transit/Modern Streetcar Environmental Documentation and P3 Procurement Support, Miami, FL – Environmental Task Lead</li> <li>• Advanced Planning, Environmental Approval, and Preliminary Engineering Services for the San Rafael Transit Center Relocation, San Rafael, CA – Principal-in-Charge</li> <li>• MST, SURF! BRT Capital Investment Grant Support, Monterey, CA – Principal-in-Charge/Capital Investment Grant Director</li> <li>• Kapolei Maintenance Facility &amp; Transit Center Alternatives Analysis, Honolulu, Hawaii – Project Manager</li> <li>• SMART Plan Beach-Northeast Corridors Land Use Scenario &amp; Visioning Planning, Miami-Dade Transportation Planning Organization, Miami-Dade County, FL – Project Manager</li> </ul>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <b>Matt Horton, AICP</b>	a. Name & Title: <b>Austin Stake, P.E.</b>
b. Project Assignment: Operational Planning	b. Project Assignment: Conceptual Design
c. Name of Firm with which associated: Kimley-Horn	c. Name of Firm with which associated: Kimley-Horn
d. Years experience: With This Firm <u>10</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>4</u> With Other Firms <u>5</u>
e. Education: Degree(s)/Year/ Specialization Masters / 2012 / Urban and Regional Planning Bachelor of Arts / 2010 / Geography and History	e. Education: Degree(s)/Year/ Specialization Bachelor of Science / 2014 / Civil and Environmental Engineering
h. Active Registration: Year First Registered/Discipline 2015 / American Institute of Certified Planners	h. Active Registration: Year First Registered/Discipline 2019 / Profesional Engineer, AZ
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• RTA Alternatives Analysis Study, Oklahoma City, OK – Project Planner</li> <li>• City of Apple Valley, Red Line BRT Study, Apple Valley, MN – Analyst</li> <li>• Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis, Dakota County, MN – Analyst</li> <li>• LA Metro, Wilshire BRT Before and After Study, Los Angeles, CA – Project Planner</li> <li>• Imperial County Transportation Commission (ICTC), Regional Bus Stop Inventory, Imperial County, CA – Project Manager</li> </ul>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• RTA Alternatives Analysis Study, Oklahoma City, OK – Track Design Lead</li> <li>• Utah Transit Authority (UTA) FrontRunner Forward, Salt Lake City, UT – Track Design Lead</li> <li>• Utah Transit Authority (UTA) South Valley FrontRunner Extension, Provo, UT – Track Design</li> <li>• Burlington Northern Santa Fe (BNSF) Railroad, Atchison Line Rehabilitation, Atchison, KS* – Lead Designer</li> </ul> <i>*Prior to joining Kimley-Horn</i>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <p style="text-align: center;"><b>Amalia Andrews</b></p>	a. Name & Title: <p style="text-align: center;"><b>David Samba, P.E., PTOE, PTP</b></p>
b. Project Assignment: <p style="text-align: center;">Community/Stakeholder Engagement</p>	b. Project Assignment: <p style="text-align: center;">Benefit Cost Analysis</p>
c. Name of Firm with which associated: <p style="text-align: center;">Kimley-Horn</p>	c. Name of Firm with which associated: <p style="text-align: center;">Kimley-Horn</p>
d. Years experience: With This Firm <u>7</u> With Other Firms <u>15</u>	d. Years experience: With This Firm <u>12</u> With Other Firms <u>0</u>
e. Education: Degree(s)/Year/ Specialization  N/A	e. Education: Degree(s)/Year/ Specialization  Masters / 2010 / Civil Engineering Bachelor of Science / 2008 / Civil Engineering
i. Active Registration: Year First Registered/Discipline	i. Active Registration: Year First Registered/Discipline 2015 / Professional Traffic Operations Engineer 2020 / Professional Transportation Planner 2018 / Professional Engineer, MD 2013 / Professional Engineer, VA
g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>RTA Alternatives Analysis Study, Oklahoma City, OK – Outreach Lead</li> <li>Cache Valley Transit District (CVTD), On-Call Planning Services   Logan, UT – Public Involvement Specialist</li> <li>NDOT, Safety Management Plans, Statewide, NV – Public Involvement Specialist</li> <li>RTC of Southern Nevada, City of Henderson ADA Planning Study, Henderson, NV – Public Involvement Specialist</li> </ul>	g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>TIGER Grant Support (Park-and-Ride Facility), Loudoun County, VA – Project Engineer</li> <li>The Interchange TIGER III Application, Hennepin County, MN – Project Engineer</li> <li>Scott Ranch Road BUILD Grant Application, Show Low, AZ – Financial Planner</li> <li>Wave Streetcar Program Management, Fort Lauderdale, FL – Project Analyst</li> <li>Commuter Choice Application Support, Northern VA –Project Manager</li> </ul>



7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:  <p style="text-align: center;"><b>Eric Mumm</b></p>	a. Name & Title:  <p style="text-align: center;"><b>Blake Young, AICP</b></p>
b. Project Assignment:  <p style="text-align: center;">Benefit Cost Analysis</p>	b. Project Assignment:  <p style="text-align: center;">Station Area Planning/TOD</p>
c. Name of Firm with which associated:  <p style="text-align: center;">Kimley-Horn</p>	c. Name of Firm with which associated:  <p style="text-align: center;">Kimley-Horn</p>
d. Years experience: With This Firm <u>4</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>6</u> With Other Firms <u>3</u>
e. Education: Degree(s)/Year/ Specialization  <p>Bachelor of Science / 2020 / Urban Studies and Planning</p>	e. Education: Degree(s)/Year/ Specialization  <p>Bachelor / 2016 / Urban Planning</p>
j. Active Registration: Year First Registered/Discipline  	j. Active Registration: Year First Registered/Discipline  <p>2021 / American Institute Certified Planners 2018 / American Planning Association</p>
g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>• RTA Alternatives Analysis Study, Oklahoma City, OK – Lead Analyst</li> <li>• Utah Transit Authority, FrontRunner Forward Program Management Services, Salt Lake City, Utah – Analyst</li> <li>• Metropolitan Transit Systems, Iris BRT (Rapid), San Diego, CA, – Battery-Electric Bus Operations Lead</li> </ul>	g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>• RTA Alternatives Analysis Study, Oklahoma City, OK – Station Area Planning Lead</li> <li>• GoTriangle TOD Guidebook, Durham/Orange, NC – Station Area Planning &amp; Urban Design Lead*</li> <li>• Satellite Blvd. to Jimmy Carter Blvd. BRT Study, Gwinnett County, GA – Land Use Lead</li> </ul> <p><i>*Prior to joining Kimley-Horn</i></p>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <p style="text-align: center;"><b>DJ Baxter</b></p>	a. Name & Title: <p style="text-align: center;"><b>Jessica Choi, AICP</b></p>
b. Project Assignment: <p style="text-align: center;">Station Area Planning/TOD</p>	b. Project Assignment: <p style="text-align: center;">Rail/BRT Service Planning</p>
c. Name of Firm with which associated: <p style="text-align: center;">Kimley-Horn</p>	c. Name of Firm with which associated: <p style="text-align: center;">Kimley-Horn</p>
d. Years experience: With This Firm <u>1</u> With Other Firms <u>24</u>	d. Years experience: With This Firm <u>8</u> With Other Firms <u>0</u>
e. Education: Degree(s)/Year/ Specialization  Juris Doctor / 1994 / Law Bachelor of Arts / 1989 / Political Science	e. Education: Degree(s)/Year/ Specialization  Masters / 2014 / Urban Transportation Planning Bachelor of Science / 2012 / Environmental Sciences
k. Active Registration: Year First Registered/Discipline	k. Active Registration: Year First Registered/Discipline  2016 / American Institute Certified Planners
g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>• Oklahoma City MAPS 4 Transit Planned Growth, Oklahoma City, OK – Station Planning and TOD.</li> <li>• Oklahoma City Streetcar, Oklahoma City, OK – Task Lead*</li> <li>• Utah Transit Authority, Transit Agency TOD, Salt Lake City, UT – Task Lead*</li> <li>• TriMet, Transit Agency TOD, Portland, OR – Task Lead</li> <li>• CalTrain, Commuter Rail Line TOD, San Carlos, CA – Task Lead</li> <li>• Orange County Transportation Authority, Santa Ana, CA – Task Lead*</li> <li>• LA Streetcar TOD, Los Angeles, CA – Task Lead*</li> <li>• Redevelopment Agency of Salt Lake City – Executive Director*</li> </ul> <p><i>*Prior to joining Kimley-Horn</i></p>	g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>• Edmond Strategic Mobility Plan, Edmond, OK – Project Planner</li> <li>• Satellite Boulevard to Jimmy Carter Boulevard BRT Study, Gwinnett County, GA – Project Planner</li> <li>• Birmingham Jefferson County Transit Authority (BJCTA), BRT MAX Professional Consulting Services, Birmingham, AL – Project Planner</li> <li>• MARTA Summerhill BRT Final Design, Atlanta, GA – Project Planner</li> </ul>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:  <p style="text-align: center;"><b>Beth Bartz, AICP</b></p>	a. Name & Title:  <p style="text-align: center;"><b>Marissa Mathias</b></p>
b. Project Assignment:  <p style="text-align: center;">Environmental/NEPA</p>	b. Project Assignment:  <p style="text-align: center;">Environmental/NEPA</p>
c. Name of Firm with which associated:  <p style="text-align: center;">Kimley-Horn</p>	c. Name of Firm with which associated:  <p style="text-align: center;">Kimley-Horn</p>
d. Years experience: With This Firm <u>2</u> With Other Firms <u>32</u>	d. Years experience: With This Firm <u>1</u> With Other Firms <u>4</u>
e. Education: Degree(s)/Year/ Specialization  Master of Science / 1988 / Historic Preservation Bachelor of Arts / 1985 / Mathematical Methods in Social Sciences	e. Education: Degree(s)/Year/ Specialization  Bachelor of Arts / 2016 / Environmental Studies
l. Active Registration: Year First Registered/Discipline  2005 / American Institute Certified Planners	l. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>• Everett Link Extension (EVLE) and OMF North, Seattle, WA – Senior Environmental Planner</li> <li>• Project Connect: Blue Line and Orange Line FTA Support, Austin, TX – Project Manager</li> <li>• Rush Line BRT Corridor Environmental Documentation   MN   NEPA Planner/Station Area Planning – Community Engagement Lead*</li> <li>• Gateway Corridor BRT Environmental Documentation   Washington and Ramsey Counties, MN – Deputy Project Manager/NEPA Planner/Community Engagement Lead</li> </ul> <i>*Prior to joining Kimley-Horn</i>	g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>• RTA Alternatives Analysis Study, Oklahoma City, OK – Planner</li> <li>• Utah Transit Authority (UTA), FrontRunner Program Management – Program Support</li> <li>• Pier B Rail Yard Project - Maritime Administration, Long Beach, CA – Project Manager*</li> <li>• US 101 Improvement Project EIR/EIS- Caltrans, Ventura County, CA – Deputy Project Manager*</li> </ul> <i>*Prior to joining Kimley-Horn</i>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <b>Heather Bo, P.E.</b>	a. Name & Title: <b>Wiley McCain, P.E.</b>
b. Project Assignment: Mapping/GIS	b. Project Assignment: Rail/BRT Design
c. Name of Firm with which associated: Kimley-Horn	c. Name of Firm with which associated: Kimley-Horn
d. Years experience: With This Firm <u>6</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>1</u> With Other Firms <u>23</u>
e. Education: Degree(s)/Year/ Specialization Bachelor of Science / 2016 / Civil and Environmental Engineering	e. Education: Degree(s)/Year/ Specialization Bachelor / 1999 / Civil Engineering Technology
m. Active Registration: Year First Registered/Discipline 2021 / Professional Engineer, TX, OK	m. Active Registration: Year First Registered/Discipline 2011 / Professional Engineer, GA
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• Transportation Asset Management and Condition Assessment, Tulsa, OK – Project Engineer</li> <li>• Mike Monroney Aeronautical Center (MMAC) Street and Parking Lot Lighting Replacement, Oklahoma City, OK – Project Engineer</li> <li>• OKC MC-0614 On Call Traffic Services On Call Traffic Studies, Oklahoma City, OK – Project Engineer</li> <li>• OKC NW Expressway at Rockwell Intersection Capacity Improvements, Oklahoma City, OK – Project Engineer</li> </ul>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• Charlotte Area Transit System (CATS), Blue Line LRT, Mecklenburg County, NC – Freight Railroad Engineering Lead*</li> <li>• Virginia Railway Express Broad Run Commuter Expansion Freight, Statewide, VA – Railroad Engineering Lead*</li> <li>• ADA Station Improvement Program, Multiple Locations, U.S. – Freight Railroad Engineering Lead*</li> <li>• Norfolk Southern "Gulch" Real Estate Sale for Centennial Yards, Fulton County, GA – Freight Railroad Engineering Lead*</li> <li>• American Recovery and Reinvestment Act (ARRA) Stimulus Funded Piedmont Improvement Program, Charlotte to Raleigh, NC – Freight Railroad Engineering Project Manager*</li> <li>• Chicago Region Environmental and Transportation Efficiency Program (CREATE), Cook County, IL – Freight Railroad Engineering Manager*</li> <li>• Katrina Levee Improvements, New Orleans, LA – Freight Railroad Engineering Lead*</li> <li>• TDOT-Short-Line-Program Funded Track Upgrades, Knoxville, TN — Engineering Manager*</li> </ul> <p><i>*Prior to joining Kimley-Horn</i></p>

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7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:

Edgar Torres, P.E.	Corey Hill
b. Project Assignment: <p style="text-align: center;">Rail/BRT Design</p>	b. Project Assignment: <p style="text-align: center;">Strategic Funding</p>
c. Name of Firm with which associated: <p style="text-align: center;">Kimley-Horn</p>	c. Name of Firm with which associated: <p style="text-align: center;">Kimley-Horn</p>
d. Years experience: With This Firm <u>16</u> With Other Firms <u>1</u>	d. Years experience: With This Firm <u>6</u> With Other Firms <u>22</u>
e. Education: Degree(s)/Year/ Specialization  Master of Science / 2006 / Transportation Engineering Bachelor of Science / 2004 / Civil Engineering	e. Education: Degree(s)/Year/ Specialization  Masters / 1997 / Public Administration Bachelor of Science / 1994 / Political Science
n. Active Registration: Year First Registered/Discipline  2009 / Professional Engineer, CA	n. Active Registration: Year First Registered/Discipline  
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• Metropolitan Council, Gold Line (Gateway Corridor) BRT Engineering Services, Washington and Ramsey Counties, MN – BRT Design Lead</li> <li>• SANDAG, Downtown Transit Plan and BRT Stations PS&amp;E, San Diego, CA – Project Manager</li> <li>• South Bay BRT, San Diego, CA — Project Manager, Quality Assurance</li> <li>• Metropolitan Council, E Line, Hennepin County, MN – QA/QC for Traffic and Bus Priority Analysis</li> <li>• Metro Transit, A Line BRT, St. Paul, MN – Systems/Technology Task Lead</li> <li>• North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles, CA — Engineering Task Lead</li> <li>• Capital Area Transportation Authority, (CATA) BRT Environmental Assessment Services, Lansing, MI – Project Engineer</li> </ul>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> <li>• FRA Program Support for Amtrak Capital Grant Program Oversight/Governance, Washington, DC – Project Manager</li> <li>• UTA, FrontRunner Forward Program Management, Salt Lake City, UT – Strategic Planning, Financial Planning</li> <li>• Southeast Corridor (SEC) Commission, FRA Grant Application Development, Raleigh, NC – Strategic Planning</li> <li>• VPRA, Program Management for Transforming Rail in Virginia Program, Richmond, VA – Manager</li> <li>• DRPT, Transit Capital Program Prioritization Staff Support, Northern Virginia, VA – Principal-in-Charge</li> <li>• Virginia Department of Rail and Public Transportation (DRPT), Transit Development Plan for Petersburg Area Transit, Petersburg, VA – Principal-in-Charge</li> <li>• DRPT, Transit Development Plan for Greater Lynchburg Transit Company, Lynchburg, VA – Principal-in-Charge</li> <li>• North Carolina DOT, Incremental Service Development Plan for High Speed Rail between Richmond, VA and Raleigh, NC – Senior Advisor</li> </ul>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:  <b>Bill Schmitz, P.E.</b>	a. Name & Title:  <b>Jake Zielinski</b>
b. Project Assignment:  Airport Integration	b. Project Assignment:  Evaluation Criteria and Framework
c. Name of Firm with which associated:  Kimley-Horn	c. Name of Firm with which associated:  Kimley-Horn
d. Years experience: With This Firm <u>14</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>1</u> With Other Firms <u>4</u>
e. Education: Degree(s)/Year/ Specialization  Bachelor of Science / 2008 / Civil Engineering	e. Education: Degree(s)/Year/ Specialization  Masters / 2022 / Urban and Regional Planning Bachelor of Science / 2018 / History and Political Science
o. Active Registration: Year First Registered/Discipline  2012 / Professional Engineer, MN	o. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>Oklahoma City Airport Trust, Will Rogers World Airport Parking Facilities Study, Oklahoma City, OK — Project Planner</li> <li>San Diego County Regional Airport Authority, San Diego International Airport Regional Transportation Connectivity Support, San Diego, CA — Project Manager</li> <li>Broward County Airport Department, Fort Lauderdale International Airport 5-Gate Terminal Expansion Program Definition Document, Fort Lauderdale, FL — Project Planner</li> <li>Houston Airport System, George Bush Intercontinental Airport FIS Redevelopment Program, Houston, TX — Project Planner</li> </ul>	g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>Regional Transit Authority of Central Oklahoma Alternatives Analysis, Oklahoma City, OK – Project Engineer</li> <li>Lawton Area Transit System Zero-Emission Bus Study, Lawton, OK – Project Engineer</li> <li>Utah Transit Authority FrontRunner Program Management, Salt Lake City, UT – Project Engineer</li> <li>City of Phoenix Public Transit Department Zero-Emission Bus Study, Phoenix, AZ – Project Engineer</li> <li>Central Ohio Transit Authority Zero-Emission Bus Study, Columbus, OH – Project Engineer</li> <li>San Francisco Railyards Preliminary Business Case and Operations Planning, San Francisco, CA – Project Engineer</li> </ul>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:  <b>Blake Van Jacobs</b>	a. Name & Title:  <b>Olivia Perez</b>
b. Project Assignment:  Evaluation Criteria and Framework	b. Project Assignment:  Community Engagement
c. Name of Firm with which associated:  Kimley-Horn	c. Name of Firm with which associated:  Kimley-Horn
d. Years experience: With This Firm <u>1</u> With Other Firms <u>4</u>	d. Years experience: With This Firm <u>1</u> With Other Firms <u>2</u>
e. Education: Degree(s)/Year/ Specialization  Masters of Urban and Regional Planning / 2022 / Transportation and Land Use Bachelor of Science / 2020 / Sustainability Studies	e. Education: Degree(s)/Year/ Specialization  Master of Science / 2019 / City Planning Bachelor of Arts / 2018 / Political Science
p. Active Registration: Year First Registered/Discipline	p. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>RTA Alternatives Analysis Update in the Central OK Region, Oklahoma City, OK – Project Engineer</li> <li>Lawton MPO Zero-Emission Bus Study, Lawton, OK – Project Engineer</li> <li>Arlington County Decarbonization Plan, Arlington County, VA – Project Engineer</li> <li>Utah Transit Authority, FrontRunner Program Management, Salt Lake City, UT – Project Engineer</li> <li>Phoenix Zero-Emission Bus Study, Phoenix, AZ – Project Engineer</li> <li>San Francisco Railyards Preliminary Business Case and Operations Planning, San Francisco, CA – Project Engineer</li> </ul>	g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>RTA Alternatives Analysis Study, Oklahoma City, OK – Outreach Support.</li> <li>UTA Program Management Services, Salt Lake City, UT – Public Involvement Specialist</li> <li>Utah Transit Authority (UTA), Salt Lake City UT – Public Involvement Specialist</li> </ul>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	<b>Mel Garcia</b>
b. Project Assignment:	Community Engagement
c. Name of Firm with which associated:	Kimley-Horn
d. Years experience: With This Firm _____ 1 _____ With Other Firms _____ 3 _____	
e. Education: Degree(s)/Year/ Specialization	Master of Arts / 2019 / English American Literature
q. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	
<ul style="list-style-type: none"> <li>• RTA Alternatives Analysis Study, Oklahoma City, OK – Outreach Support</li> <li>• City Creek Water Treatment Plant (CCWTP) Upgrades Project, Salt Lake City, UT – Outreach Support</li> <li>• San Marcos Active Transportation Plan, San Marcos, CA - Outreach</li> </ul>	



8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
(1) RTA of Central Oklahoma AA/NEPA Study, Oklahoma City, OK	Alternatives Analysis, NEPA, FTA grant application support, travel demand ridership modeling, transit operations analysis, stakeholder and community engagement	Regional Transportation Authority of Central Oklahoma   2000 S. May Street   Oklahoma City, OK 73108   Jason Ferbrache   405.297.2262	Estimated 2025	8,000	8,000
(2) MAPS 4 Bus Rapid Transit Corridors – Alternatives Analysis, Oklahoma City, OK	Alternatives Analysis, NEPA, FTA grant application support, travel demand ridership modeling, transit operations analysis, stakeholder and community engagement	City of Oklahoma City   200 N. Walker Ave, Oklahoma City, OK 73102   David Todd   405.297.3461	Estimated Spring 2024	1,950	1,950
(3) Gold Line (Gateway Corridor) BRT, Minneapolis, MN	Alternatives Analysis, NEPA, preliminary engineering, final design, construction support, FTA Grant application support, travel demand modeling, transit operations analysis, stakeholder and community engagement	Metropolitan Council   390 Robert St. N, St. Paul, MN 55101   Christine Beckwith   651.602.1994	Estimated 2025	41,350	26,600
(4) UTA FrontRunner Program Management, Salt Lake City, UT	Railway modernization and long-range planning, cost estimating, conceptual engineering, policy and strategy development, FTA grant application support, travel demand modeling, oversight of NEPA and 30% design, stakeholder and community engagement, coordination support with UPRR	Utah Transit Authority   669 West 200 South   Salt Lake City, UT 84121   Janelle Robertson   801.512.3023	Estimated 2023	5,000/yr	5,000/yr
(5) Wave Streetcar Alternatives, Fort Lauderdale, FL	Analysis/Environmental Assessment and Small Starts Application	South Florida Regional Transportation Authority (SFRTA)   801 NW 33rd Street Pompano Beach, FL 33064   Rob Bostian   954.777.4635	11/03/2011	173,000	1,600

## 8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
(6) Dakota County Regional Railroad Authority, Robert Street Transitway, Dakota County, MN	Alternatives Analysis	Dakota County, MN   14955 Galaxie Avenue   Apple Valley, MN 55124   Joe Morneau   952.891.7986	03/15/2016	1,357	684
(7) Santa Clara VTA, Diridon Intermodal Facility, Santa Clara County, CA	Program Management and Planning Support	Santa Clara Valley Transportation Authority (SCVTA)   3331 N. First Street, Bldg. 82   San Jose, CA 95134-1906   Scott Haywood   408.321.5892	01/03/2020	6,000	1,200
(8) Washington Metropolitan Area Transit Authority (WMATA), Washington DC	Flexible Metrorail Operational Analysis	Washington Metropolitan Area Transit Authority (WMATA)   600 Fifth Street NW Washington, DC 20001   Tom Hutchings   703.228.3809	04/01/2019	389	183
(9) Metropolitan Council, Preliminary Engineering, St. Paul, MN	Southwest Light Rail Transit Project/Green Line Extension	Metropolitan Council   390 Robert Street North   St. Paul, MN 55101   Chris Weyer   612.373.3820	01/01/2017	16,799	15,251
(10) City of Milwaukee, Milwaukee Streetcar Project Owner's Representative Services, Milwaukee, WI	Representative Services	City of Milwaukee   Room 704 Municipal Building 841 North Broadway   Milwaukee, WI 53202   John Duggan   414.286.2489	11/01/2018	750	502

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
Kimley-Horn has over 120 active Federal Contracts at the moment. The projects listed below represent our most similar experience on IDIQ projects.					
Naval Facilities Engineering Systems Command (NAVFAC) Mid-Atlantic, IDIQ A&E, Traffic Engineering/Transportation Planning Projects, Norfolk, VA	(Prime) Traffic Engineering and Transportation Planning Services on over 12 ongoing projects	NAVFAC Mid-Atlantic   9324 Virginia Avenue Norfolk, VA 23511-3095   Philip Cole   757.341.1431	75%	15,000	4,665
Federal Highway Administration, Transportation Planning, Pavement Design, Performance Management, Traffic Monitoring, Safety Reports & Studies and Asset Management IDIQ Contract, Washington, DC	(Prime) Transportation Planning, Pavement Design, Performance Management, Traffic Monitoring, Safety Reports & Studies, and Asset Management on 12 ongoing projects	Federal Highway Administration, Eastern Federal Lands Highway Division, Office of Federal Lands Highway   21400 Ridgetop Circle Sterling, VA 20166-6511   Raymond Delpesche   703.948.3561	70%	10,000	6,105
Federal Transit Administration, Project Management IDIQ Contract, Washington, DC	(Prime) Project Management Oversight Services for over 25 ongoing projects.	Federal Transit Administration, Office of Engineering, TPM-20   1200 New Jersey Ave. SE 4 <sup>th</sup> Floor East, Washington DC, 29590   Donovan Vincent   212.668.3301	50%	6,200	3,382

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

Kimley-Horn is a full-service planning and engineering firm that specializes in transit projects across the United States. Our services include commuter rail, heavy rail, light rail and bus rapid transit planning; alternatives analysis/major investment studies; route planning and station location; transit operation planning; community engagement; transit facilities; bus operations planning; and travel demand. Kimley-Horn is a leading consultant in the planning, design, implementation, and construction management of transit/rail corridor extensions and improvements, including alternatives development, state/federal environmental documentation, traffic engineering, and civil engineering. Comparable transit agencies that we regularly serve include the Utah Transit Authority (Salt Lake City), Metro Transit (Twin Cities), Santa Clara Valley Transportation Authority (San Jose), San Diego Association of Governments / Metropolitan Transit System (San Diego), LA Metro (Los Angeles), and SoundTransit (Seattle).

11. The foregoing is a statement of facts.

Signature: 

Typed Name and Title: Aaron Rader, P.E., Vice President

Date:

10/31/2022

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3b. Address of office to perform work, if different from Item 3:

Kimley-Horn and Associates, Inc.  
4727 Gallardia Parkway, Suite 250  
Oklahoma City, OK 73132

Kimley-Horn and Associates, Inc.  
1125 17<sup>th</sup> Street, Suite 1400  
Denver, CO 80202

Kimley-Horn and Associates, Inc.  
401 B Street, Suite 600  
San Diego, CA 92101

Kimley-Horn and Associates, Inc.  
660 South Figueroa Street, Suite 2050  
Los Angeles, CA 90017

Kimley-Horn and Associates, Inc.  
817 West Peachtree St. N.W., The Biltmore, Suite 601  
Atlanta, GA 30308

Kimley-Horn and Associates, Inc.  
7740 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

Kimley-Horn and Associates, Inc.  
111 East Broadway, Suite 600  
Salt Lake City, UT 84111

Kimley-Horn and Associates, Inc.  
920 SW 6<sup>th</sup> Ave, Suite 1200  
Portland, OR 97204

Kimley-Horn and Associates, Inc.  
767 Eustis Street, Suite 100  
Saint Paul, MN 55114

Kimley-Horn and Associates, Inc.  
2035 Maywill Street, Suite 200  
Richmond, VA 23230

Kimley-Horn and Associates, Inc.  
11400 Commerce Park Drive, Suite 400  
Reston, VA 20191

<b>STANDARD FORM (SF)</b> <b>255</b> Architect-Engineer and Related Services Questionnaire for Specific Project	1. Project Name/Location for which Firm is Filing:  <b>RTA Alternatives Analysis for the Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project</b>	2a. <i>Commerce Business Daily</i> Announcement Date, if any:  <div style="text-align: center;">10/3/2022</div>	2b. Agency Identification Number, if any:  <div style="text-align: center;">SOL *</div>				
3. Firm (or Joint-Venture) Name & Address  HNTB Corporation 101 N. Robinson, Ste. 1130 Oklahoma City, OK 73102		3a. Name, Title & Telephone Number of Principal to Contact: Ryan Billings, Transit & Mobility Department Manager, Oklahoma Planning Practice Leader (405) 416-9000  3b. Address of office to perform work, if different from item 3.					
4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and in-house personnel on line (B).							
A	B	A	B	A	B	A	B
2	994	Administrative	51	Electrical Engineers			
	110	Architects	60	Estimators	9	224	Planners Urban/Regional
		Chemical Engineers		Geologists			1
3	386	Civil Engineers		Hydrologists			59
	265	Construction Inspectors	7	Interior Designers			257
		Draftsmen		Landscape Architects		327	Structural Engineers
		Ecologists	38	Mechanical Engineers		10	Surveyors
		Economists		Mining Engineers	2	709	Transportation Engineers
							143
							156
							768
							59
							257
							68
							121
							204
							<b>Total Personnel</b>

5. If submittal is by joint-venture list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm:  
 (Attach SF 254 for each if not on file with Procuring Office.)  
  
 N/A

5a. Has this Joint-Venture previously worked together?    Yes                      No

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
N/A	N/A	N/A

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <b>RYAN BILLINGS</b> <b>Planning Project Manager</b>	<p><b>Capital Area Transit System (CATS) TDS Implementation Plan</b>, Oklahoma Task lead responsible for the development of the Transit Development Study's Implementation Plan. The goal of the Implementation Plan was to create an easy to consume, executive summary style document outlining study goals and projects with a clearly defined process for program delivery. The Implementation Plan will serve as the agency's blueprint for project implementation for the next decade.</p> <p><b>ODOT MKARNS RAISE</b> Grant, Oklahoma Project manager tasked with RAISE grant development for Oklahoma Department of Transportation to fund projects within the McClellan-Kerr Arkansas River Navigation System. The goal of the effort was to align project scope with RAISE funding criteria and develop a competitive grant application.</p> <p><b>Denver Transit Program</b>, Denver, Colorado Supervisor responsible for managing the governance structure, project processing, roles and responsibilities, budgeting, scheduling, and overall program management. The program consists of five transit sub-programs, each tasked with delivering projects and services while reaching various Mayoral, DOTI, and One Build goals and in coordination with the region's primary service provider, RTD.</p> <p><b>East Colfax BRT</b>, Denver, Colorado Project manager responsible for overseeing the planning, advanced planning and NEPA phases. Scope for the project includes creation and execution of alternatives analysis to determine route alignment, technology, and operations for the new service expected to serve nearly 50,000 riders by 2035. This effort also included development of bike and pedestrian access to stations and corridor connectivity to enhance user experience and seamlessly integrate all modes within the urban neighborhoods served by the BRT. He co-authored Denver's submittal for FTA's Transit Oriented Development (TOD) Planning Grant resulting in a \$1.35 million award for TOD planning in preparation for the expected BRT project.</p> <p><b>Denver Moves: Transit</b>, Denver, Colorado Senior city planner and transit technical lead for the Denver's first citywide transit master plan. He was responsible for the Capital Investment Corridor and Frequent Transit Network (FTN) tasks. Scope included development of nearly two-dozen Capital Investment Corridors (Speed and Reliability to BRT) and a Frequent and Very Frequent Transit Network to bring ten-minute or better headways within one-quarter mile of 75% of Denver residents. The Capital Investment Corridors were utilized as baseline considerations for RTD's Regional BRT Feasibility Study with six becoming Tier 4 priorities at the regional level. This planning effort led to the formal chartering of the Denver Transit Program and kicked-off extensive capital and operational investment in transit.</p>
b. Project Assignment: <b>Alternatives Analysis Task Manager</b>	
c. Name of Firm with which associated: <b>HNTB Corporation</b>	
d. Years experience: With This Firm <u>1</u> With Other Firms <u>13</u>	
e. Education: Degree(s)/Year/ Specialization MS / Regional and City Planning, University of Oklahoma BS / Geography, University of Oklahoma	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project: <p><b>NORTA Bus Rapid Transit Feasibility Study</b>, New Orleans, Louisiana Task lead charged with developing Tier 1 and 2 alignment selection criteria for ultimate preferred BRT alignment. The goal of the Feasibility Study is to identify a preferred alternative for BRT implementation within New Orleans providing a fast, safe, and accessible high-capacity transit solution to access jobs, school, and services.</p> <p><b>EMBARK Comprehensive Operational Analysis (COA)</b>, Oklahoma City, Oklahoma Strategic advisor for HNTB, who is working in partnership with EMBARK on the Comprehensive Operational Analysis (COA) of the transit system to better serve the Oklahoma City area. The goal of the COA study is to identify operational efficiencies and needs that will allow EMBARK to meet its goals and vision for the future. HNTB is leading the operational assessment, facilities assessment, TSP planning, and fixed guideway integration.</p> <p><b>Tulsa Transit On-Call Services</b>, Oklahoma Task lead for feasibility of BAT lanes along Peoria and Route 66 BRT lines and development of implementation plan for on-demand transit to replace evening and night fixed-route services.</p>	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <b>MIKE PATTERSON</b> <b>DOT Practice Consultant</b>	<p><b>AMTRAK Heartland Flyer*</b>, Statewide, Oklahoma Beginning in 1999, with the return of passenger rail service to Oklahoma, Mike was involved with securing and maintaining state funding to insure viability and reliability of the daily service. Additionally, he developed an initiative to expanded passenger service north of Oklahoma City, expand frequency of service, and develop additional stops in Oklahoma. He maintained ongoing relationships with the private owner of the Oklahoma City station for improvements and maintenance of the facility.</p> <p><b>Railroad Crossing Safety Program*</b>, Statewide, Oklahoma Mike created an enhancement to the annual railroad crossing safety program which became the largest in the country. Using the proceeds from the sale of a state-owned rail line increased the \$8M annual program to invest more than \$100M during a three year period. More than 95% of the investment was made on city streets and county roads where the greatest needs existed.</p> <p><b>Ongoing Collaboration with Railroads*</b>, Statewide, Oklahoma Continued coordination and collaboration with all railroad companies operating in Oklahoma. Mike led the relationships with all railroads to collaborate on mutually beneficial projects. Additionally, he served as facilitator between Oklahoma cities and railroad companies related to quiet zone opportunities, blocked crossing discussions, establishing rail service where needed and federal grant initiatives.</p> <p><b>I-40 Tribal Coordination*</b>, Pottawatomie County, Oklahoma Mike led the tribal coordination effort with the Citizen Pottawatomie Nation of Oklahoma regarding local collaboration and financial assistance related to the reconstruction of the I-40/SH 102 interchange.</p> <p><b>Eight Year Construction Work Plan Development*</b>, Statewide, Oklahoma Annually, ODOT revises and updates the business plan for the agency. As the CEO of ODOT, Mike provided direction and focus for the agency meeting with members of the Transportation Commission and internal staff to ensure the plan is delivering a modern transportation system.</p> <p><b>Tornado relief and assistance*</b>, Central Oklahoma In May 2013, central Oklahoma experienced a series of severe weather events that majorly impacted local communities in central Oklahoma. Several tornadoes impacted the cities of Moore, Shawnee, Oklahoma City, El Reno, and many others devastating both residential and commercial property as well as rendering the local transportation system unusable. As the CEO of ODOT, Mike developed a plan to mobilize ODOT employees from all parts of the state to provide aid and assistance. Coordinating with the cities and counties, ODOT removed debris from the area and provided hope and confidence to the citizens. This three-week effort proved to be as impactful on the ODOT team as it did the communities.</p> <p><i>*Denotes work completed prior to joining HNTB</i></p>
b. Project Assignment: <b>Government Affairs Liaison</b>	
c. Name of Firm with which associated: <b>HNTB Corporation</b>	
d. Years experience: With This Firm <u>3</u> With Other Firms <u>40</u>	
e. Education: Degree(s)/Year/ Specialization MBA / 1993 / Finance, University of Central Oklahoma BS / 1976 / Accounting, University of Central Oklahoma	
g. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project: <p><b>Oklahoma City Streetcar*</b>, Oklahoma City, Oklahoma With the initiation of streetcar service in Oklahoma City, ODOT is responsible for providing safety oversight to the system. Prior to scheduled service operations Mike led the collaboration with the City to ensure deadlines were met and the system met safety requirements.</p> <p><b>U.S. 69/75 INFRA Grant*</b>, Bryan County Oklahoma In 2016, Mike led the effort to secure a FASTLANE (now known as INFRA) grant award in the amount of \$62M for the expansion and operational improvements in the cities of Calera and Durant, Oklahoma. This effort involved the coordination of the Congressional delegation, the Choctaw Nation as well as local jurisdictions.</p> <p><b>I-44 INFRA Grant*</b>, Tulsa County, Oklahoma In 2018, Mike led the effort to secure an INFRA grant award in the amount of \$45M for the expansion and operational improvements in the city of Tulsa, Oklahoma. This effort involved the coordination of the Congressional delegation and the City of Tulsa.</p>	



7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <b>JASON RODRIGUEZ, AICP</b> <b>Senior Planner</b>	a. Name & Title: <b>SEAN G. LIBBERTON</b> <b>National Practice Consultant</b>
b. Project Assignment: <b>Rail and BRT Alignment and Operations</b>	b. Project Assignment: <b>Funding and Financing</b>
c. Name of Firm with which associated: <b>HNTB Corporation</b>	c. Name of Firm with which associated: <b>HNTB Corporation</b>
d. Years experience: With This Firm <u>4</u> With Other Firms <u>11</u>	d. Years experience: With This Firm <u>2</u> With Other Firms <u>27</u>
e. Education: Degree(s)/Year/ Specialization Graduate Certificate / 2012 /Urban & Regional Planning, UT at San Antonio MS / 2008 / Architecture, University of Texas at San Antonio Bachelor of Environmental Design / 2003 / Texas A&M University	e. Education: Degree(s)/Year/ Specialization MS / 1997 / Urban and Regional Planning, Virginia Tech, Blacksburg, VA BA / 1988 / Urban Planning/Political Studies, University of California, San Diego, CA
f. Active Registration: Year First Registered/Discipline American Institute of Certified Planners (AICP)	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:  <b>Rapid Transit Corridor Studies</b> , San Antonio, Texas Project manager for VIA's Rapid Transit Corridor Studies. His responsibilities entailed leading a dynamic cross-departmental team to select specific routes in seven different corridors across the greater San Antonio region that were identified in the VIA Vision 2040 Long Range Plan as candidates for implementing either LRT or BRT infrastructure. The studies identified specific arterials through a technical alternatives analysis and were closely coordinated with other local planning initiatives. Responsibilities included leading transportation professionals in determining and analyzing alternative route alignments that best serve regional travel patterns, provide access to the most residents and employees, and have the greatest feasibility for implementing transit-only lanes dedicated to maintaining a rapid and reliable travel option for people in San Antonio. In addition to those responsibilities, Jason led the coordination and oversight of alternative concept development, operational planning, public involvement and project prioritization.	g. Other Experience and Qualifications relevant to the proposed project:  <b>BART Silicon Valley Phase II (BSV II) Extension to San Jose, Santa Clara Valley Transportation Authority (VTA) Program Management Team</b> , San Jose, California - Task manager for securing federal funding for VTA's efforts to advance its \$6.8 B extension of BART to downtown San Jose. Authored VTA's Expression of Interest to participate in FTA's Expedited Project Delivery (EPD) Pilot Program, and led the preparation of its EPD grant request.  <b>Red Line Extension, Chicago Transit Authority (CTA) Program Management Consultant</b> , Chicago, Illinois – Strategic advisor for guiding CTA's \$2.4 B extension of its Red Line south to 130th Street through the New Starts Project Development process. Provided guidance on the development of CTA's Project Development request, project schedule, and project management documents.  <b>New Transbay Rail Crossing, San Francisco Bay Area Rapid Transit District (BART) Program Management Team</b> , Oakland, California - Strategic advisor for developing a planning and NEPA strategy to advance a second rail crossing of the San Francisco Bay.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <b>JOHN DOBIES</b> <b>Senior Project Manager</b>	a. Name & Title: <b>ALLISON BUCHWACH</b> <b>Planner</b>
b. Project Assignment: <b>BRT Service Design</b>	b. Project Assignment: <b>BRT Service Design Support</b>
c. Name of Firm with which associated: <b>HNTB Corporation</b>	c. Name of Firm with which associated: <b>HNTB Corporation</b>
d. Years experience: With This Firm <u>15</u> With Other Firms <u>33</u>	d. Years experience: With This Firm <u>3</u> With Other Firms <u>8</u>
e. Education: Degree(s)/Year/ Specialization Professional Program / 1978 / Transit Planning, Carnegie-Mellon University MS / 1975 / Civil Engineering, Carnegie-Mellon University BA / 1971 / Urban and Regional Planning, Indiana University of Pennsylvania	e. Education: Degree(s)/Year/ Specialization Master of City and Regional Planning/ 2012/ Georgia Institute of Technology BA/ 2008 / University of Michigan/ Social Sciences
g. Active Registration: Year First Registered/Discipline	g. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:  <p><b>PROSPECT AVENUE BRT PLANNING</b>, Kansas City, Missouri Project manager for the preparation of a concept plan for Kansas City Area Transportation Authority's third BRT route along the 10-mile Prospect Avenue corridor. The project included the development of a capital plan for 40 BRT stations and the preparation of alternative service plans for analysis and review, estimation of ridership changes and operating costs. Served as task manager for the preparation of an FTA Small Starts funding application as the project moved into project development.</p> <p><b>COMMUTER RAIL PRELIMINARY ENGINEERING</b>, Johnson County, Kansas Project manager for Phase I of preliminary engineering for a 22-mile New Start commuter rail project in suburban Johnson County. The commuter rail service was proposed to run on the BNSF's Ft. Scott subdivision. The project involved design of the rail service, rail capacity improvements and station sites, along with negotiations with the host railroads. A key task was the preparation of a rail capacity plan to satisfy BNSF's expectations for this double track mainline. The Berkley RTC rail simulation model was used to create the railroad infrastructure plan. The project also included initial work on the NEPA environmental analysis and FTA New Starts report. Worked closely with FTA's Region VII staff and assigned PMO consultant.</p>	g. Other Experience and Qualifications relevant to the proposed project:  <p><b>KCATA East-West Transit Study</b>, Kansas City, Missouri Planner assisting with the Alternatives Analysis for the evaluation of an east-west high-capacity transit connection between the University of Kansas Health System and the Truman Sports Complex/Rock Island Corridor. The study will evaluate the feasibility of bus rapid transit and streetcar in the corridor.</p> <p><b>Kansas City Area Transportation Authority Customer Satisfaction Survey</b>, Kansas City, Missouri Planner assisting with survey design and summary report of customer satisfaction survey results for the RideKC branded services including bus, streetcar, paratransit and bike share modes.</p> <p><b>Microtransit Pilot Refinement and Implementation Plan</b>, Tulsa, Oklahoma Planner responsible for designing on-demand pilot service for Tulsa Transit. Helped design initial on-demand zones and evaluation criteria for determining pilot suitability. Conducted public outreach with two public meetings and two public surveys and produced outreach summaries to recommend pilot zones and service standards.</p> <p><b>Pace Suburban Bus Program Management Oversight</b>, Arlington Heights, Illinois Planner assisting with oversight of three task orders to advance suburban BRT service. Responsibilities include bus operations analysis, presentations, environmental review analysis and documentation, grant writing and general project administration.</p>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <b>STUART CAMPBELL</b> <b>Planner</b>	a. Name & Title: <b>LAURA DAVIS</b> <b>Planner</b>
b. Project Assignment: <b>Outreach Support</b>	b. Project Assignment: <b>Outreach Support</b>
c. Name of Firm with which associated: <b>HNTB Corporation</b>	c. Name of Firm with which associated: <b>HNTB Corporation</b>
d. Years experience: With This Firm <u>1</u> With Other Firms <u>5</u>	d. Years experience: With This Firm <u>1</u> With Other Firms <u>5</u>
e. Education: Degree(s)/Year/ Specialization MURP / 2017 / Portland State University BS / 2011 / Political Science, Southern Nazarene University	e. Education: Degree(s)/Year/ Specialization Master of Urban Planning / 2019 / New York University BA / 2017 / Environmental Sustainability, University of Oklahoma
h. Active Registration: Year First Registered/Discipline	h. Active Registration: Year First Registered/Discipline AICP-C
g. Other Experience and Qualifications relevant to the proposed project:  <b>EMBARK Maintenance and Operating Facilities Master Plan</b> , Oklahoma City, Oklahoma Transportation planner responsible for developing Oklahoma City EMBARK's Maintenance and Operating Facilities Master Plan, as part of the agency's plan to double service in 10 years. Stuart produced site plans, master plan report, and executive summary.  <b>University BRT</b> , Houston, Texas Transportation planner responsible for route analysis along Houston METRO's future University BRT. Stuart analyzed local service around the BRT alignment to determine potential route modification to address future BRT ridership, operational costs, and useability of the system.  <b>Plank Nicholson BRT</b> , Baton Rouge, Louisiana Transportation planner responsible for service and costs analysis for Capital Area Transit System (CATS)'s future Plank Nicholson BRT route.	g. Other Experience and Qualifications relevant to the proposed project:  <b>Link Tulsa BRT Project</b> , Tulsa, Oklahoma Planner responsible for assisting with review of the plan for compliance with FTA regulations for funding. The project will provide improved fiber connectivity and support technology enhancements to the Peoria and Route 66 AERO BRT corridors.  <b>Oklahoma Statewide Electric Vehicle Deployment Plan</b> , Oklahoma – Planner responsible for supporting outreach and engagement for the deployment plan. ODOT seeks to develop and execute a five-year State Electric Vehicle Infrastructure Deployment Plan to expand electric vehicle charging infrastructure in Oklahoma.  <b>I-10 Corridor Study</b> , Statewide, Texas Planner responsible for research over multimodal opportunities along the I-10 corridor. The study is focused on providing multimodal transportation along I-10.  <b>NC Statewide Multimodal Freight Plan</b> , North Carolina Planner responsible for supporting outreach and engagement for freight plan. The plan identifies transportation and logistics investments that support economic growth across the state.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: <b>KATE BLACKBURN</b> <b>Transportation Planner</b>	a. Name & Title: <b>MAKENZIE ALLEN, EIT</b> <b>Engineer</b>
b. Project Assignment: <b>Outreach Support</b>	b. Project Assignment: <b>Benefit Cost Analysis Support</b>
c. Name of Firm with which associated: <b>HNTB Corporation</b>	c. Name of Firm with which associated: <b>HNTB Corporation</b>
d. Years experience: With This Firm <u>1</u> With Other Firms <u>1</u>	d. Years experience: With This Firm <u>4</u> With Other Firms <u>0</u>
e. Education: Degree(s)/Year/ Specialization MRCP / 2022 / Regional and City Planning, University of Oklahoma BA / 2016 / Anthropology, University of Oklahoma	e. Education: Degree(s)/Year/ Specialization BS / 2019 / Civil Engineering, University of Oklahoma
i. Active Registration: Year First Registered/Discipline	i. Active Registration: Year First Registered/Discipline EI: Oklahoma #16365 (2020)
g. Other Experience and Qualifications relevant to the proposed project:  <b>CATS Service and Design Standards</b> , Baton Rouge, Louisiana Team member that worked in conjunction with the CATS staff to establish a policy framework document to guide the design, operation and management of the Baton Rouge transit system. She is responsible for technical writing and compiling of service standards in coordination with CATS staff.  <b>CATS Scheduling Scope</b> , Baton Rouge, Louisiana Team member working in conjunction with CATS staff to create scheduling scope that will be used to procure tailored scheduling software for scheduling and operation of the area's transit systems. Writing and revising of document to meet the needs of the CATS staff.  <b>Oklahoma National Electric Vehicle Infrastructure Plan</b> , Oklahoma Team member working to establish electric vehicle infrastructure and corridors across Oklahoma. She is contributing to writing the plan and creating content to be used in public engagement.  <b>Lower Park Infrastructure Cost Report</b> , Oklahoma City, Oklahoma Land use planning intern responsible for infrastructure cost analysis of the lower park extension of Scissortail Park. She was responsible for creation of graphics, gathering of data and data analysis.	g. Other Experience and Qualifications relevant to the proposed project:  <b>Oklahoma City Bus Rapid Transit</b> , Oklahoma City, Oklahoma Engineer responsible for assisting with preliminary, 60 percent, 90 percent and final design aspects of the Northwest Bus Rapid Transit System for Oklahoma City. The responsibilities associated with each deliverable include, but are not limited to, design, modeling, plan sheet development, and cost estimates.  <b>Plank-Nicholson Bus Rapid Transit</b> , Baton Rouge, Louisiana Engineer responsible for assisting with preliminary, 60 percent, 90 percent and final design aspects of the Plank-Nicholson Bus Rapid Transit System for Baton Rouge. The responsibilities associated with each deliverable include, but are not limited to, design, modeling, plan sheet development, and cost estimates.  <b>US-69 Bridge Replacement in Durant Bridge Investment Program (BIP) Grant Application</b> , Oklahoma City, Oklahoma Task lead responsible for assisting new staff with development of the grant application. This application required extensive research of the existing area in Durant, Oklahoma and coordination with the Oklahoma Department of Transportation.

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
<b>BLUE LINE AA</b> Austin, Texas	HNTB was selected by CMTA to advance implementation of the Blue Line HCT Corridor, an approximately 15-mile corridor connecting the city's airport to downtown and through the University of Texas at Austin, including a new transit-only crossing of Lady Bird Lake. HNTB conducted an AA that will be linked to and utilized in the Environmental Impact Statement (EIS) process. The AA study documents Purpose and Need, analyzes a range of reasonable, feasible, and prudent alternatives, and identifies an LPA. Extensive public engagement, conceptual engineering, ridership forecasting, transit operational analysis, and preliminary ratings using FTA CIG criteria were conducted during the study. The primary outcomes of these efforts were to determine the preferred mode and alignment for the Blue Line corridor, as well as a potential minimum operable segment that could potentially receive local, state, and federal support.	David Couch Capital Metropolitan Transportation Authority 2910 E. 5th St. Austin, TX 78702	Ongoing	\$10,900	\$8,000
<b>DART 2040 TRANSIT SYSTEM PLAN</b> Dallas, Texas	HNTB completed this transit plan for DART that defines strategies for implementing recommendations for the Dallas-Fort Worth region for potential future project alternatives, including light rail extensions, regional rail lines, BRT routes, streetcar routes, and infill light rail stations in the 2040 timeframe. HNTB developed high-level capital costs for each of these alternatives and managed an interdisciplinary team of experts in the analysis of these alternatives. The team provided additional services including project management, public and stakeholder involvement and outreach support, needs and opportunity assessment, alternatives and scenario development and screening, financial analysis, as well as development and drafting of the final DART 2040 Transit System Plan and associated technical memos.	Kay Shelton DART 1401 Pacific Ave. Dallas, TX 75202	2019	\$500	\$500

## 8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
<b>VIA CPSC</b> San Antonio, Texas	VIA's multimodal high-capacity transit system included an initial \$250-million short-term capital improvement program (SmartMove). The SmartMove program included a streetcar project in downtown San Antonio along with two new centrally located transit centers that will connect with existing bus and Primo BRT service. HNTB's role included oversight and management of all phases of program development, including public outreach, a programmatic DBE participation program, FTA coordination and development of an overall funding strategy. As part of the streetcar planning activities, HNTB provided program management and support services to assist VIA staff with streetcar planning and design activities; preparation of FTA Small Starts submittal requirements; vehicle procurement and oversight of project's AA, conceptual and preliminary engineering and environmental assessment.	Arturo Herrera VIA Metropolitan Transit Authority of San Antonio 123 N. Medina St. San Antonio, TX 78207	2014	\$4,700	\$2,700
<b>HEARTLAND CONNECTIONS REGIONAL TRANSIT VISION</b> Omaha, Nebraska	As part of the Heartland 2050 Regional Vision for the Metropolitan Area Planning Agency (MAPA), this transit plan defines a strategy for implementing enhanced transit services - including BRT and streetcar - as part of multi-modal "Complete Streets" corridors throughout the Omaha metropolitan area. The study included definition and prioritization of candidate transit-enhancement projects, operations analysis, strategy development to encourage transit-supportive land use around stations, development of a financial cash flow model, identification of potential funding sources, public and stakeholder involvement process and branding strategy development. The Regional Transit Vision defines a phased implementation plan and funding strategy for the transit services that will be needed to realize the larger visioning effort.	Greg Youell Metropolitan Area Planning Agency 2222 Cuming St. Omaha, NE 68102	2013	\$450	\$390

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
<b>NORTHWEST AREA MOBILITY STUDY</b> Denver, Colorado	The Northwest Area Mobility Study (NAMS) developed a prioritized list of mobility improvements for the northwest area of the Regional Transportation District's (RTD) service area. The study included a benefit/cost evaluation of several mobility options including commuter rail, light rail, BRT and enhanced bus service. NAMS developed a prioritized list of mobility improvements for the northwest portion of the RTD service area. The study included a benefit/cost evaluation of several mobility options including commuter rail, BRT and enhanced bus service.	Chris Quinn Regional Transportation District 1660 Blake St. Denver, CO 80202	2014	\$200,000	\$120,000
<b>NORTHWEST BRT PROJECT DEFINITION AND NEPA</b> Oklahoma City, Oklahoma	The Northwest BRT project will be Central Oklahoma's first bus rapid transit line. The HNTB team was selected to complete the project definition and environmental documentation to advance the Northwest BRT project. Alternatives were explored for the routing of the BRT corridor including station location evaluations and operational planning. This effort included working with EMBARK to host a public open house, with the goal of showcasing updates to the BRT project and gaining valuable feedback from future BRT users. HNTB also performed the NEPA documentation for the project, which included coordination with EMBARK, FTA and SHPO. The NEPA analysis included the analyzation of: 4f resources, traffic and parking, land use and zoning, biological resources, property impact and relocation, safety and security, construction impacts, water and air quality, floodplains and wetlands.	Jason Ferbrache EMBARK 2000 S May Ave. Oklahoma City, OK 73108	2020	\$465	\$400
<b>NORTHWEST BRT FINAL DESIGN</b> Oklahoma City, Oklahoma	As a follow-up to the planning work for the NW BRT project, HNTB was selected to perform preliminary and final design services to advance the project to construction. This 8-mile BRT corridor project will include over 30 new stations, ADA ramp improvements at stations and intersections, pedestrian signal upgrades, transit signal priority, new branded vehicles, and guideway improvements. HNTB will also be responsible for final engineering design of new retaining walls, specialized curb design, bus pullouts and bus pads at stations. The project will also finalize the operating plan, cost estimates, additional public engagement, and FTA coordination with their PMOC.	Jason Ferbrache EMBARK 2000 S May Ave. Oklahoma City, OK 73108	Ongoing	\$1,800	\$1,400



8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
<b>PEORIA AVENUE BRT FINAL DESIGN</b> Tulsa, Oklahoma	HNTB led the design for the new north-south Peoria Avenue AERO BRT line in Tulsa. As part of the design efforts, the team evaluated routing options to maximize route efficiency and effectively link destinations. The project included stakeholder meetings and public workshops to gather input on stop locations, proposed routing and station architecture concepts. HNTB coordinated with the City of Tulsa and Tulsa Transit to develop a BRT brand for the route and help incorporate the brand into the stations, buses, and community identity. Final design, engineering, cost estimates, and construction inspection were completed by HNTB to take this project from concept to reality when it opened in 2019.	Doug Helt City of Tulsa 2317 S. Jackson Tulsa, OK 74107	2019	\$2,300	\$1,500
<b>IOWA STATEWIDE PASSENGER RAIL</b> Statewide, Iowa	HNTB served as partner on a team providing on-call professional engineering services for passenger rail project in Iowa, part of the Midwest Regional Rail Initiative corridors HNTB provided FRA coordination, rail planning, NEPA, rail design and operations for the FRA planning grant to study high speed rail from Chicago to Omaha. Subsequently the FRA awarded \$310 million for rail design and construction of the Chicago to Iowa City portion of the corridor. HNTB provided comprehensive rail planning and design services to help both Iowa and Illinois move toward high speed passenger rail start-up.	Tammy Nicholson Iowa DOT 800 Lincoln Way Ames, IA 50010	2014	\$3,500	\$1,200
<b>DFW HIGH SPEED CONNECTIONS</b> Dallas-Fort Worth, TX	This is a three-year project to identify the preferred high-speed technology and route between Dallas and Fort Worth and development of the LPA through 30% design and completion of an EIS. The study is considering conventional, higher speed, and high-speed passenger rail, magnetic levitation, and next generation magnetic levitation (e.g. hyperloop). Specific project activities include AA evaluation, technology evaluation, 5/15/30 percent design, travel demand forecasting, cost estimation, NEPA documentation (EIS), financial and implementation plans, and public and agency engagement.	Kevin Feldt, North Central Texas Council of Governments 616 Six Flags Dr. Arlington, TX 76011	Ongoing	\$11,000	\$7,500



9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
USACE KC Civil IDT, Kansas City, MO	Prime - hydrologic and hydraulic modeling, rivers, levees, flood control structures, ecosystem restoration, GIS, and cost engineering.	USACE – Kansas City District John Grothaus, Planning & Formulation Section Chief 601 East 12th Street Kansas City, MO 64106 (816) 983-3110	100	\$9,500	\$3,500
USACE HNC RTLP AE IDIQ 2019 Recomp, Huntsville, AL	Prime - Architect-Engineer design services	USACE Huntsville District PO Box 1600 4820 University Square Huntsville, AL 35807	100	\$8,000	\$8,000
FTA Project Management Oversight (PMO), National	Prime – General Engineering PMO contractor	Chris Hudson, FTA Contracting Officer's Representative 1200 New Jersey Avenue SE Washington, DC 20590 (202) 366-2574	(2024 completion)	TBD	\$300
DDOT Malcolm X Interchange Pos, National	Construction Phase Support	District Department of Transportation 64 New York Avenue, 6th Floor Washington, DC 20002	(2024 completion)	\$120,000est	\$1,565
USACE Norfolk Civil Design IDC, National	Prime / General Engineering	USACE Norfolk District Arlington, VA	(2024 completion)	\$260,000est	\$48,500


10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

HNTB Corporation (HNTB) is a national engineering, architecture and planning firm with a history spanning more than 100 years. HNTB has direct experience planning, designing and managing transit programs and projects of all types, including bus rapid transit (BRT), light rail transit (LRT), high-speed rail, commuter rail and streetcars. The firm's successful track record includes helping numerous cities and transit agencies across the country significantly improve mobility and economic development opportunities for the citizens they serve.

HNTB's success can be directly attributed to the firm's continued overall mission: finding the best transportation solutions with a focus on quality and delivering those solutions to our clients' satisfaction, on time and within budget. With 60+ locations across the country, including our Oklahoma City office, HNTB is ready to serve the RTA with local project leadership and technical expertise, abundant resources nationally with specialized experience and the added bench strength in transit planning and engineering.

This project will be led locally, out of our rapidly-growing downtown Oklahoma City office. To support the local team, HNTB has assigned the right regional and national transit experts with the right experience to bring value to the RTA. Mass transit continues to be an effective solution to combat congestion in metro areas, and HNTB is at the forefront of helping cities and agencies plan and build a variety of multi-modal transit systems.

11. The foregoing is a statement of facts.

Signature: 

Typed Name and Title: Gretchen Ivy, PE, Office Leader and VP

Date:

10/19/2022

# STANDARD FORM (SF) 255

Architect-Engineer  
and Related Services  
Questionnaire for  
Specific Project

## 1. Project Name/Location for which Firm Is Filing:

RTA Alternatives Analysis for the Central Oklahoma Regional Transit  
Corridors to Promote Economic Development and Equity Inclusion Project

## 2a. Commerce Business Daily Announcement Date, if any:

## 2b. Agency Identification Number, If any:

## 3. Firm (or Joint-Venture) Name & Address

Cambridge Systematics, Inc.  
505 E. Huntland Drive, Suite 550  
Austin, TX 78752

## 3a. Name, Title & Telephone Number of Principal to Contact

Dr. Rachel Copperman, Ph.D., Travel Demand Modeler Mid I,  
512-691-8508

## 3b. Address of office to perform work, if different from item 3

## 4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and In-house personnel on line (B).

(A) - <u>0</u> (B) <u>50</u> Administrative	(A) <u>0</u> (B) <u>0</u> Acoustical Engineer	(A) <u>0</u> (B) <u>0</u> Chemical Engineers	(A) <u>0</u> (B) <u>0</u> Corrosion Engineer
(A) <u>0</u> (B) <u>23</u> Computer/Management	(A) <u>0</u> (B) <u>0</u> Aerial Photographer	(A) <u>0</u> (B) <u>0</u> Chemist	(A) <u>0</u> (B) <u>0</u> Cost
(A) <u>0</u> (B) <u>5</u> Design/Graphics	(A) <u>0</u> (B) <u>0</u> Aeronautical Engineer	(A) <u>0</u> (B) <u>1</u> Civil Engineers	(A) <u>0</u> (B) <u>0</u> Draftsmen
(A) <u>0</u> (B) <u>2</u> Economists	(A) <u>0</u> (B) <u>0</u> Archeologist	(A) <u>0</u> (B) <u>0</u> Communications	(A) <u>0</u> (B) <u>0</u> Ecologists
(A) <u>1</u> (B) <u>5</u> Geographic Information	(A) <u>0</u> (B) <u>0</u> Architects	(A) <u>0</u> (B) <u>1</u> Computer Programmer	(A) <u>0</u> (B) <u>0</u> Electrical Engineers
(A) <u>0</u> (B) <u>15</u> Planners:	(A) <u>0</u> (B) <u>0</u> Biologist	(A) <u>0</u> (B) <u>0</u> Construction Engineers	(A) <u>0</u> (B) <u>0</u> Electronics Engineer
(A) <u>0</u> (B) <u>30</u> Transportation	(A) <u>0</u> (B) <u>0</u> CADD Technician	(A) <u>0</u> (B) <u>0</u> Construction Inspector	(A) <u>0</u> (B) <u>0</u> Environmental
(A) <u>0</u> (B) <u>89</u> Transportation	(A) <u>0</u> (B) <u>0</u> Cartographer	(A) <u>0</u> (B) <u>0</u> Construction Manager	(A) <u>1</u> (B) <u>219</u> Total Personnel

## 5. If submittal is by JOINT-VENTURE list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm: Attach SF 254 for each if not on file with Procuring Office.)

5a. Has this Joint-Venture previously worked together? [ ] Yes [X] No

6. If respondent is not a joint-venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked With Prime before (Yes or No)
1) N/A	N/A	N/A
2)		
3)		
4)		
5)		
6)		
7)		
8)		

**7. Brief resume of key persons, specialists and individual consultants anticipated for this project.**

**a. Name & Title:**

Rachel B. Copperman, Ph.D.  
Principal

**b. Project Assignment:**

Project Manager

**c. Name of Firm with which associated:**

Cambridge Systematics, Inc.

**d. Years experience: With This Firm 14 With Other Firms 0**

**e. Education: Degree(s)/Year/Specialization**

Ph.D.,2008,Transportation Engineering

M.S.E.,2005,Civil Engineering

B.S.,2004,Systems and Information Engineering

**f. Active Registration: Year first Registered/Discipline**

**g. Other Experience and Qualifications relevant to the proposed project:**

**RTA Alternatives Analysis Update.** For the Regional Transportation Authority of Central Oklahoma (RTA) CS is developing an FTA STOPS model to provide ridership forecasting to support the alternative analysis of the North-South corridor under evaluation. CS will calibrate and validate the model and use it to conduct ridership forecasting for different alternatives under the existing and future (2045) conditions. The model is developed at the regional level, allowing for analysis of additional corridors and transit alternatives throughout the RTA region.

**Link21 Program Identification and Project Selection - Travel Demand and Land-Use.** Link21 is a transportation program sponsored by the San Francisco Bay Area Rapid Transit District (BART) and the Capitol Corridor Joint Powers Authority (CCJPA) to transform the passenger rail network serving the 21-county Northern California Megaregion (Megaregion). To reflect the emerging Megaregion and its projected population and employment growth over time, CS, with Dr. Copperman as Project Manager, is developing a demand and land use forecasting system that will support the evaluation and optimization of program and project alternatives. In addition, CS will apply the forecasting system and estimate and refine metrics to support screening and evaluation at various stages. The ridership and land use forecasting will evaluate the entire 21-county Megaregion, and will include a strong commitment to equity through the examination of the effects of proposed alternatives on priority populations.

**NCTCOG Tarrant County and Denton County Transit Planning Studies.** CS developed a countywide transit plan for Tarrant County, TX and is currently undergoing a similar effort for Denton County. Using public engagement, digital mobility data, and stakeholder outreach, the team, led by CS, developed an existing conditions and service gaps report and develop a range of transit scenarios for regions falling outside of the counties' major transit districts. Dr. Copperman provides quality assurance and quality control on the projects and providing overall project oversight to ensure high-quality plans are delivered on time and on budget.

**Capitol Metro Transportation Authority Blue Line Engineering Design Services.** For Capitol Metro Transportation Authority (CapMetro), Dr. Copperman is producing ridership forecasts and transportation network performance metrics utilizing the regional MPO's (CAMPO's) travel demand model. The primary outcomes of the project will determine the preferred mode and alignment for the Blue Line HCT Corridor, as well as a potential minimum operable segment that could potentially receive local, state, and federal support.

**California High-Speed Rail Ridership and Revenue Forecasting Study.** As Project Manager, Dr. Copperman is developing an innovative statewide model to support the evaluation of high-speed rail alternatives in California. Dr. Copperman leads all aspects of the project including estimation, calibration, and validation of the models using revealed-preference and stated-preference data; evaluating alternative ridership and revenue forecasts; and developing a risk analysis model for accommodating the uncertainty involved in forecasting transit ridership and revenue.

**TxDOT Houston District Sub-Area Study.** For the Texas Department of Transportation Houston District, Dr. Copperman is currently leading an effort to provide travel demand modeling support to develop sub-regional planning scenarios that address multimodal transportation, land use, economic and policy needs in the sub-region. The effort involves enhancing the regional travel demand model to include sensitivities to future technologies and services and utilizing an exploratory modeling approach to develop and analyze the scenarios through the integration of the model with FHWA's Travel Model Improvement Program's Exploratory Modeling Analysis Tool (TMIP-EMAT).Utah DOT Salt Lake City to Moab Rail Feasibility Project.

**VIA Rapid Transit Corridor Project.** For VIA Metropolitan Transit, CS developed a Rapid Transit Network Plan that identified preferred alternatives and phasing strategy across various corridors identified in the VIA Vision 2040 Long Range Plan. Dr. Copperman led the ridership forecasting task to evaluate transit corridor alternatives in the San Antonio region. The ridership forecasting was evaluated using FTA's STOPS model and the regional MPO's (AAMPO's) travel demand model. The outcome of the study was a capital improvement plan that outlines a phasing strategy for implementing a rapid transit network and describes the expected regional benefits and outcomes of investing in rapid transit.

**8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).**

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For which Firm was/is Responsible
VIA Comprehensive Professional Services 2016 - Model Calibration and Rapid Transit Network Ridership Forecasts San Antonio, TX	Cambridge Systematics is providing an updated set of ridership forecasts that will be used in on-going planning for the rapid transit network. As part of this project, CS will update and validate the STOPS model and Alamo Area MPO model to a new base year 2018, and then apply both models to develop ridership forecasts for the future no-build, and Phase 1a and 1b Build Networks.	VIA Metropolitan Transit (TX) 800 W. Myrtle Street San Antonio, TX 78212 United States Mr. Albert Gonzalez 210-362-2408	05/31/2020	225	165
Capital Metro - Blue Line Services Austin, TX	CS is analyzing the ridership and highway impacts of a high capacity transit line connecting Austin's major commercial and educational centers. CS is applying the regional travel demand model and extracting performance measures to support the transportation network impacts assessment.	Capital Metropolitan Transportation Authority (TX) 2910 East Fifth Street Austin, TX 78702 United States Mr. Kirk Perry 512-389-7528	05/31/2020	137	137

**8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).**

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For which Firm was/is Responsible
HGAC Development of Models for the Houston Region Houston, TX	CS led the development of a new activity-based model (ABM) for the eight-county HGAC region and validated the integrated model system to observed data. The new ABM takes advantage of recent research on activity-based modeling while producing a practical modeling tool for HGAC.	Houston-Galveston Area Council (TX) 3555 Timmons Lane, Suite 120 Houston, TX 77027 United States	08/31/2014	980	675
California High-Speed Rail 2015 – Sacramento, CA	CS is developing an innovative statewide model to support the evaluation of high-speed rail alternatives in California.	California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 United States Lam Nguyen 916-324-1541	06/30/2022	2,951	2,924
Alamo Area MPO Travel Demand Model Update San Antonio, TX	CS is assisting the MPO with application and updates to the regional travel model. Recent and ongoing updates include improvements to external travel modeling, updated handling of visitor and airport trips, and validation to 2015 data.	Alamo Area Metropolitan Planning Organization (TX) 825 South Saint Marys Street San Antonio, TX 78205-3408	09/30/2020	350	233
Utah DOT 2016 - 2019 GE - Moab Passenger Rail Study Moab, UT	CS is conducting a high-level assessment of the potential for implementing passenger rail service between Moab, UT and Salt Lake City. This study will prepare estimates of potential ridership demand.	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84119 United States Ms. Kathy Starks 801-965-4000	12/31/2021	67	67

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name & Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work for Which Firm Is Responsible
FHWA Planning 2015 - Exploratory Modeling and Simulation Study Washington, DC	Cambridge Systematics will complement the current Travel Model Improvement Program (TMIP) exploratory modeling approaches effort. Exploratory modeling emphasizes a conceptual framework for using computer experiments to learn about the world, particularly by exploiting the interplay between computer-generated visualizations that help humans form hypotheses about properties of an ensemble of computational experiments and then conduct computer searches across that ensemble to test these hypotheses systematically.	Federal Highway Administration 1200 New Jersey Avenue, SE Room E34-409 Washington, DC 20590 United States Ms. Sarah Sun 202-366-8061	79	1,027	1,027
Texas Department of Transportation Traffic Engineering and Planning Studies for El Paso and Houston - On Call Austin, TX	For the Texas Department of Transportation Houston District, CS is currently leading an effort to provide travel demand modeling support to develop sub-regional planning scenarios that address multimodal transportation, land use, economic and policy needs in the sub-region. The effort involves enhancing the regional travel demand model to include sensitivities to future technologies and services and utilizing an exploratory modeling approach to develop and analyze the scenarios through the integration of the model with FHWA's Travel Model Improvement Program's Exploratory Modeling Analysis Tool (TMIP-EMAT).	Texas Department of Transportation 125 E 11th St, Austin, TX 78701 Koushik Arunachalam 720-344-3500	100	525	525



**9. All work by firms or joint-venture members currently being performed directly for Federal agencies.**

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name & Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work for Which Firm Is Responsible
FHWA Operations 2016 - Data Analysis Workshops Washington, DC	The objective of this task order is to prepare and conduct workshops on Data Analysis to advance the practice on Data Analytics/Business Intelligence, Post Project Evaluation Using Empirical Data, and Multi-Objective Trade-off Analysis.	Federal Highway Administration 1200 New Jersey Avenue, SE Room E34-409 Washington, DC 20590 United States Mr. Brendon Ricketts (720) 963-3066	92	174	174
FHWA Operations 2016 - Pooled Fund: Collaborative Development of New Strategic Planning Models Washington, DC	This task order shall furnish an agile development process conducted by staff qualified both in agile development methods and in the R programming system, to fulfill the needs of the pooled fund members. The development process shall make enhancements to and documentation for code in the VisionEval software framework (Briefly described at <a href="http://VisionEval.org">http://VisionEval.org</a> and in the associated Github repositories at <a href="https://github.com/VisionEval/VisionEval">https://github.com/VisionEval/VisionEval</a> , hereinafter the "VisionEval repository"), and develop new performance modules for computing that meet specifications mutually agreed upon with FHWA.	Federal Highway Administration 1200 New Jersey Avenue, SE Room E34-409 Washington, DC 20590 United States Mr. Brendon Ricketts (720) 963-3066	79	598	197

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

Cambridge Systematics, Inc. (CS) is a recognized leader in development and implementation of transit market research and network analysis; innovative policy and planning solutions; multimodal system evaluation and design; and multimodal performance evaluation and management. For 50 years, CS has successfully delivered some of the most challenging and visible multimodal performance and travel market evaluation projects across the U.S.

Our approach to assessing transit services, operations, and technologies considers the evaluation of travel markets using innovative market research, benefit/cost, economic, and data collection techniques in conjunction with traditional analytical tools and models. We were among the very first to incorporate marketing concepts into understanding transit customer segments. Since then, we have adapted our approach to include newer data sources, including cell phone and transit fare cards to enhance our market research concepts.

Our comprehensive experience in the area of transit service planning and market research includes studies in Los Angeles, Austin, San Diego, Santa Clara Valley, San Francisco, San Antonio, Nashville, St. Louis, Chicago, and for the California High-Speed Rail Authority. These projects launched strategic, high visibility restructuring efforts for large, countywide bus systems.

Additionally, we have engaged nationally in dozens of light-rail and bus rapid transit (BRT) corridor assessments; ongoing reviews of the financial, economic, land use, and overall submittal of more than 20 New Starts projects in support of the Federal Transit Administration (FTA); active transportation, shared mobility, and land use assessments and designs; and large and small urban transit onboard and transit rider and nonrider surveys.

**Travel Demand Modeling.** CS has been developing and applying travel demand forecasting models since 1972 and offers specialized technical services in transit ridership forecasting, multimodal corridor forecasting, and intercity/statewide forecasting assessment. CS has developed travel forecasting guidelines with the FTA, we are supporting the FTA as it devises strategies to increase ridership. CS is also well versed in the use of FTA's Simplified Trips-On-Project Software (STOPS) to supplement traditional four-step models. Our models have been used in major metropolitan areas such as the San Francisco Bay Area and Chicago, and smaller urban areas, including Madison, Wisconsin.

**Project Planning, Development, and Implementation.** CS has extensive experience in the planning, development, implementation, and evaluation of public transportation systemwide and corridor strategies, including technical and procedural guidance and project assessments. Since 1997, we have supported Federal Transit Administration's (FTA) Capital Investment Grant program for funding public transportation investments across the U.S. We also help develop major capital projects across the Nation, and led the development of transit system and corridor plans and investment strategies for projects in Boston, MA; Chicago, IL; San Antonio, TX; the San Francisco Bay Area, CA; Cobb County, GA; and the Research Triangle area, NC.

11. The foregoing is a statement of facts.

Signature: 

Typed Name and Title: Brad W. Wright, President

Date:

10/27/2022

SOL \*

5a. Has this Joint-Venture previously worked together?    Yes                      No

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)  N/A	N/A	N/A
x)		
x)		
x)		
x)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Yoav Hagler, Vice President - Technical Consulting	
b. Project Assignment: Service and operations planning	
c. Name of Firm with which associated: DB E.C.O. North America, Inc.	
d. Years experience: With This Firm <u>4</u> With Other Firms <u>10</u>	
e. Education: Degree(s)/Year/ Specialization Columbia University - M.S. / 2008 / Urban Planning Wesleyan University - B.A. / 2000 / Economics	
f. Active Registration: Year First Registered/Discipline N/A	
g. Other Experience and Qualifications relevant to the proposed project:  <ul style="list-style-type: none"> <li>• OKC RTA Alternatives Analysis, Oklahoma City, OK</li> <li>• UTA FrontRunner Simulation and Operations Planning, Salt Lake City, UT</li> <li>• Caltrain Business Plan, CA</li> <li>• Atlantic Gateway - Strategic Corridor Planning, VA</li> <li>• Northern California Network Integration – Southern Alameda County Rail Study, CA</li> <li>• Salesforce Transit Center – Downtown Extension Operations Planning, San Francisco, CA</li> <li>• Midwest Regional Rail Plan, Chicago, IL</li> <li>• Northeast Corridor Future, Washington D.C. to Boston, MA</li> </ul>	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Clayton Johanson, Principal Consultant	a. Name & Title: Darkhan Mussanov, Senior Consultant
b. Project Assignment: Service and operations planning	b. Project Assignment: Service and operations planning
c. Name of Firm with which associated: DB E.C.O. North America, Inc.	c. Name of Firm with which associated: DB E.C.O. North America, Inc.
d. Years experience: With This Firm <u>3</u> With Other Firms <u>15</u>	d. Years experience: With This Firm <u>4</u> With Other Firms <u>1</u>
e. Education: Degree(s)/Year/ Specialization Iowa State University - B.A. / 2002 / Transportation and Logistics	e. Education: Degree(s)/Year/ Specialization University of Illinois at Urbana-Champaign - M.S. / 2018 / Civil Engineering Transportation University of Illinois at Urbana-Champaign - B.S. / 2016 / Civil Engineering Transportation
f. Active Registration: Year First Registered/Discipline N/A	f. Active Registration: Year First Registered/Discipline N/A
g. Other Experience and Qualifications relevant to the proposed project:  N/A	g. Other Experience and Qualifications relevant to the proposed project:  N/A

## 8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).


a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
UTA FrontRunner Corridor / Salt Lake City, UT	Service and operations planning support	Utah Transportation Authority, 669 West 200 South, Salt Lake City, UT 84101, Janelle Robertson, 801-512-3023	2023 (est.)	\$777,000	\$777,000
OKC RTA Alternatives Analysis / Oklahoma City, OK	Service and operations planning support	RTA of Central Oklahoma, 2000 S. May Ave., Oklahoma City, OK 73108, Kathryn Holmes, 703-999-4440	2022 (est.)	Unavailable to sub	\$500,000
Tote - Alaska Mainline Analysis / WA to AK	Service and operations planning support	Tote Maritime Alaska, 909 A Street, Suite 100, Tacoma, WA 98402, Teddy Pease, 907-242-7293	2022	Unavailable to sub	\$30,000
San Bernardino Pathing Study / Los Angeles, CA	Capacity planning analysis	BNSF Railway, 2650 Lou Menk Dr., Fort Worth, TX 76131 Jim Tylick, AVP Passenger Operations, 817.867.5040	2021	Unavailable to sub	\$417,874
Caltrain Business Plan / San Carlos, CA	Service and operations planning support	Caltrain, 1250 San Carlos Ave., San Carlos, CA 94070 Sebastian Petty, 650-622-7831	2021	\$4,000,000	\$778,000
SJJPA On-Call Planning / Stockton, CA	Service and operations planning support	San Joaquin Joint Powers Authority, 949 E. Channel Street, Stockton, CA 95202, Dan Leavitt, 209-944-6266	2023 (est.)	\$850,000	\$850,000
CCJPA On-Call Planning / Oakland, CA	Service and operations planning support	Capitol Corridor Joint Powers Authority, 300 Lakeside Dr., 14th Floor East, Oakland, CA 94612, Mike Hendley, 510-421-1063	2021	\$1,000,000	\$275,000
Atlantic Gateway / Richmond, VA	Service and operations planning support	Kimley Horn, 1700 Willow Lawn Drive, Suite 200, Richmond, VA 23230, Corey Hill, 831-775-4406	2023 (est.)	Unavailable to sub	\$945,000
TAMC Network Integration / Salinas, CA	Service and operations planning support	Transportation Agency for Monterey County, 55-B Plaza Circle, Salinas, CA 93901, Christina Watson, 831-775-4406	2020	\$250,000	\$78,746
BNSF On-Call Planning / Ft. Worth, TX	Service and operations planning support	BNSF Railway, 2650 Lou Menk Dr., Fort Worth, TX 76131 Jim Tylick, AVP Passenger Operations, 817.867.5040	2020	\$398,634	\$398,634

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
FRA Long Distance Study	Service and operations planning support	Federal Railroad Administration, Office of Railroad Policy and Development, 1200 New Jersey Ave SE, Washington, DC 20590, Lyle Leitelt, 202-493-6081	5%	\$10,000,000	\$480,000



10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

11. The foregoing is a statement of facts.

Signature:  Digitally signed by Yoav Hagler  
Date: 2022.10.13 15:53:28  
-04'00'

Typed Name and Title:

 Digitally signed by David  
Hoffmeier  
Date: 2022.10.13 23:48:08  
-07'00'

Date:

October 13, 2022

**STANDARD  
FORM (SF)**
**255**

 Architect-Engineer  
and Related Services  
Questionnaire for  
Specific Project

1. Project Name/Location for which Firm is Filing:

**RTA Alternatives Analysis for the Central Oklahoma Regional Transit  
Corridors to Promote Economic Development and Equity Inclusion  
Project**

 2a. *Commerce Business  
Daily Announcement  
Date, if any:*

NA

 2b. Agency Identification  
Number, if any:

SOL \*

3. Firm (or Joint-Venture) Name &amp; Address

 The Gooden Group Inc  
2611 Kelley Pointe Pkwy  
Edmond, OK 73013

 3a. Name, Title & Telephone Number of Principal to Contact:  
Katy Gustafson, Principal, (405) 715-3232

3b. Address of office to perform work, if different from item 3.

4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and in-house personnel on line (B).

A	B		A	B		A	B		A	B	
_____	_____	Administrative	_____	_____	Electrical Engineers	_____	_____	Oceanographers	_____	_____	CAD Operators
_____	_____	Architects	_____	_____	Estimators	_____	_____	Planners Urban/Regional	_____	_____	Construction Managers
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____	Sanitary Engineers	_____	_____	Project Managers
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____	Soils Engineers	_____	_____	IT Specialists
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____	Specification Writers	<u>4</u>	<u>4</u>	Public Relations
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____	Structural Engineers	_____	_____	_____
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	_____	Surveyors	_____	_____	_____
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____	Transportation Engineers	<u>4</u>	<u>4</u>	<b>Total Personnel</b>

 5. If submittal is by joint-venture list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm:  
(Attach SF 254 for each if not on file with Procuring Office.)

NA

5a. Has this Joint-Venture previously worked together? Yes No

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x) N/A	N/A	N/A
x)		
x)		
x)		
x)		
x)		

## 7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name &amp; Title:

Katy Gustafson, Principal

b. Project Assignment:

Project Lead

c. Name of Firm with which associated:

The Gooden Group Inc

d. Years experience: With This Firm 13 With Other Firms 0

e. Education: Degree(s)/Year/ Specialization

Bachelor of Science, 2010, Public Relations

f. Active Registration: Year First Registered/Discipline

NA

g. Other Experience and Qualifications relevant to the proposed project:

Accredited Public Relations professional (APR)

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Meg Cathey	a. Name & Title: Mary Ellen Kilpatrick
b. Project Assignment: Project Manager	b. Project Assignment: Community Relations Coordinator
c. Name of Firm with which associated: The Gooden Group Inc	c. Name of Firm with which associated: The Gooden Group Inc
d. Years experience: With This Firm <u>1.5</u> With Other Firms <u>2.5</u>	d. Years experience: With This Firm <u>9</u> With Other Firms <u>1</u>
e. Education: Degree(s)/Year/ Specialization Bachelor's Degree, 2018, Strategic Communications	e. Education: Degree(s)/Year/ Specialization Bachelor's Degree, 2013, Journalism
f. Active Registration: Year First Registered/Discipline  NA	f. Active Registration: Year First Registered/Discipline  NA
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

## 7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title:  
Beth Harrison

a. Name & Title:

b. Project Assignment:  
Community Relations Coordinator

b. Project Assignment:

c. Name of Firm with which associated:  
The Gooden Group Inc

c. Name of Firm with which associated:

d. Years experience: With This Firm .5 With Other Firms 21

d. Years experience: With This Firm \_\_\_\_\_ With Other Firms \_\_\_\_\_

e. Education: Degree(s)/Year/ Specialization  
Bachelor of Arts/1997/English Language and Literature

e. Education: Degree(s)/Year/ Specialization

g. Active Registration: Year First Registered/Discipline  
NA

g. Active Registration: Year First Registered/Discipline

g. Other Experience and Qualifications relevant to the proposed project:

g. Other Experience and Qualifications relevant to the proposed project:

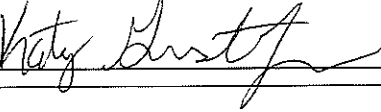
8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
MAPS 4, Oklahoma City, OK	Public Relations, Media Consultant	City of Oklahoma City, David Todd-Program Manager, 100 N Walker, Oklahoma City, OK 73102, (405) 297-3461	2032	\$1,007,000	\$378 (2021-2023)
MAPS 3, Oklahoma City, OK	Public Relations, Media Consultant	ADG Blatt Architects, Jason Cotton-CEO & VP of Program Management, 920 W. Main, Oklahoma City, OK 73106, (405) 232-5700	2023	\$777,000	\$1,305 (2010-2023)

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
NA					



10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

11. The foregoing is a statement of facts.

Signature: 

Typed Name and Title: Katy Gustafson, Principal

Date:

10/19/2022

STANDARD  
FORM (SF)  
**254**

**Architect-Engineer  
and Related Services  
Questionnaire**

Form Approved  
OMB No. 9000-0004

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

**Purpose:**

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

**Definitions:**

**"Architect-Engineer Services"** are defined in Part 36 of the Federal Acquisition Regulation.

**"Parent Company"** is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

**"Principals"** are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate offices, associates, administrators, etc.

**"Discipline"** as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

**"Joint Venture"** is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

**"Consultant,"** as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

**"Prime"** refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

**"Branch Office"** is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

**Instructions of Filing** (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.
  - 1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide date the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
  - 5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.
7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.
  - 7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
8. Show total number of employees, by discipline, in submitting office. (\*If form is being submitted by main or headquarters office, form should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.

STANDARD  
FORM (SF)  
**254**

**Architect-Engineer  
and Related Services  
Questionnaire**

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

**Ranges of Professional Services Fees**

INDEX	INDEX
1. Less than \$100,000	5. \$1 million to \$2 million
2. \$100,000 to \$250,000	6. \$2 million to \$5 million
3. \$250,000 to \$500,000	7. \$5 million to \$10 million
4. \$500,000 to \$1 million	8. \$10 million or greater

10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has on or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner

of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

**NEW FIRMS** (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

Experience Profile Code Numbers  
for use with questions 10 and 11

001	Acoustics; Noise Abatement	041	Graphic Design	085	Product, Machine & Equipment Design
002	Aerial photogrammetry	042	Harbors; Jetties; Piers, Ship Terminal Facilities	086	Radar; Sonar; Radio & Radar Telescopes
003	Agricultural Development; Grain Storage; Farm Mechanization	043	Heating; Ventilating; Air Conditioning	087	Railroad; Rapid Transit
004	Air Pollution Control	044	Health Systems Planning	088	Recreation Facilities ( <i>Parks, Marinas, Etc.</i> )
005	Airports; Navais; Airport Lighting; Aircraft Fueling	045	Highrise; Air-Rights-Type Buildings	089	Rehabilitation ( <i>Buildings; Structures; Facilities</i> )
006	Airports; Terminals & Hangars; Freight Handling	046	Highways; Streets; Airfield Paving Parking Lots	090	Resource Recover; Recycling
007	Arctic Facilities	047	Historical Preservation	091	Radio Frequency Systems & Shieldings
008	Auditoriums & Theatres	048	Hospital & Medical Facilities	092	Rivers; Canals; Waterways; Flood Control
009	Automation; Controls; Instrumentation	049	Hotels; Models	093	Safety Engineering; Accident Studies; OSHA Studies
010	Barracks; Dormitories	050	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )	094	Security Systems; Intruder & Smoke Detection
011	Bridges	051	Hydraulics & Pneumatics	095	Seismic Designs & Studies
012	Cemeteries ( <i>Planning &amp; Relocation</i> )	052	Industrial Buildings; Manufacturing Plants	096	Sewage Collection, Treatment and Disposal
013	Chemical Processing & Storage	053	Industrial Processes; Quality Control	097	Soils & Geologic Studies; Foundations
014	Churches; Chapels	054	Industrial Waste Treatment	098	Solar Energy Utilization
015	Codes; Standards; Ordinances	055	Interior Design; Space Planning	099	Solid Wastes; Incineration; Land Fill
016	Cold Storage; Refrigeration; Fast Freeze	056	Irrigation; Drainage	100	Special Environments; Clean Rooms, Etc.
017	Commercial Building ( <i>low rise</i> ); Shopping Centers	057	Judicial and Courtroom facilities	101	Structural Design; Special Structures
018	Communication Systems; TV; Microwave	058	Laboratories; Medical Research Facilities	102	Surveying; Platting; Mapping; Flood Plain Studies
019	Computer Facilities; Computer Service	059	Landscape Architecture	103	Swimming Pools
020	Conservation and Resource Management	060	Libraries; Museums; Galleries	104	Storm Water Handling & Facilities
021	Construction Management	061	Lighting ( <i>Interiors; Display; Theatre, Etc.</i> )	105	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
022	Corrosion Control; Cathodic Protection; Electrolysis	062	Lighting ( <i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i> )	106	Testing Inspection Services
023	Cost Estimating	063	Materials handling Systems; Conveyors; Sorters	107	Traffic & Transportation Engineering
024	Dams ( <i>Concrete; Arch</i> )	064	Metallurgy	108	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
025	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	065	Microclimatology; Tropical Engineering	109	Tunnels & Subways
026	Desalinization ( <i>Process &amp; Facilities</i> )	066	Military Design Standards	110	Urban Renewals; Community Development
027	Dining Halls; Clubs; Restaurants	067	Mining & Mineralogy	111	Utilities ( <i>Gas &amp; Steam</i> )
028	Ecological & Archeological Investigations	068	Missile Facilities ( <i>Silos; Fuels; Transport</i> )	112	Value Analysis; Life-Cycle Costing
029	Educational Facilities; Classrooms	069	Modular Systems Design; Pre-Fabricated Structures or Components	113	Warehouses & Depots
030	Electronics	070	Naval Architecture; Off-Shore Platforms	114	Water Resources; Hydrology; Ground Water
031	Elevators; Escalators; People-Movers	071	Nuclear Facilities; Nuclear Shielding	115	Water Supply; Treatment and Distribution
032	Energy Conservation; New Energy Sources	072	Office Building; Industrial Parks	116	Wind Tunnels; Research/Testing Facilities Design
033	Environmental Impact Studies, Assessments or Statements	073	Oceanographic Engineering	117	Zoning; Land Use Studies
034	Fallout Shelters; Blast-Resistant Design	074	Ordnance; Munitions; Special Weapons	201	<u>Economic Impact &amp; Feasibility Studies</u>
035	Field Houses; Gyms; Stadiums	075	Petroleum Exploration; Refining	202	<u>Engineering Consultation &amp; Reports</u>
036	Fire Protection	076	Petroleum and Fuel ( <i>Storage and Distribution</i> )	203	<u>Management</u>
037	Fisheries; Fish Ladders	077	Pipelines ( <i>Cross-Country - Liquid &amp; Gas</i> )	204	<u>Municipal Engineering (Gen. Consulting)</u>
038	Forestry & Forest Products	078	Planning ( <i>Community, Regional Areawide and State</i> )	205	<u>Bridge Inspection/Rehabilitation</u>
039	Garages; Vehicle Maintenance Facilities	079	Planning ( <i>Site, Installation, and Project</i> )		
040	Gas Systems ( <i>Propane; Natural, Etc.</i> )	080	Plumbing & Piping Design		
		081	Pneumatic Structures, Air-Support Buildings		
		082	Postal Facilities		
		083	Power Generation, Transmission. Distribution		
		084	Prisons & Correctional Facilities		

<b>STANDARD FORM (SF)</b>  <b>254</b>  Architect-Engineer and Related Services Questionnaire	1. Firm Name/Business Address:  <b>HNTB Corporation</b> <b>101 North Robinson, Suite 1130, Oklahoma City, OK 73102</b> <b>(405) 416-9000</b>				2. Year Present Firm Established  <div style="text-align: center;"><b>1992</b></div>	3. Date Prepared:  <div style="text-align: center;"><b>1/12/2022</b></div>																																								
	1a. Submittal is for <input checked="" type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office				4. Specify type of ownership and check below, if applicable.																																									
					<input type="checkbox"/> A. Small Business <input type="checkbox"/> B. Small Disadvantaged Business <input type="checkbox"/> C. Woman-owned Business																																									
5. Name of Parent Company, if any:			5a. Former Parent Company Name(s), if any, and Year(s) Established:  <b>Harrington, Howard and Ash; 1914-1928, Ash, Howard, Needles &amp; Tammen; 1928- 1940, Howard, Needles, Tammen &amp; Bergendoff; 1940-1992</b>																																											
6. Names of not more than Two Principals to Contact: Title/Telephone 1) <b>Kevin Wallace, PE/ Vice President/ (816) 527-2400</b> 2) <b>Steven Jacobi, PE, SE/ Associate VP, Oklahoma Practice Leader/ (405) 416-9010</b>																																														
7. Present Offices: City / State / Telephone / No. Personnel Each Office  <b>Oklahoma City/OK/405-416-9000/ 17</b> <b>Kansas City Metro (includes Kansas City/MO, Overland Park/KS, St. Louis/MO)/ 816-472-1201/ 533</b> <b>Dallas (Plano, Ft. Worth)/ TX/ 972-661-5626 / 166</b> <b>Other office locations (60+)/ 4,249</b>																																														
8. Personnel by Discipline: (List each person only once, by primary function.)																																														
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9. Summary of Professional Services Fees Received: (Insert index number)				Ranges of Professional Services Fees INDEX																																										
Last 5 Years (most recent year first)				1. Less than \$100,000 2. \$100,000 to \$250,000 3. \$250,000 to 500,000 4. \$500,000 to \$1 million 5. \$1 million to \$2 million 6. \$2 million to \$5 million 7. \$5 million to \$10 million 8. \$10 million or greater																																										
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	<u>20</u>	<u>21</u>	<u>20</u>				<u>20</u>	<u>19</u>	<u>20</u>	<u>18</u>	<u>20</u>	<u>17</u>																																		
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*Firms interested in foreign work, but without such experience, check here: <input type="checkbox"/>																																														

Profile of Firm's Project Experience, Last 5 Years								
Profile	Number of	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) <b>005</b>	<b>34</b>	<b>54,922</b>	11) <b>062</b>	<b>11</b>	<b>22,704</b>	21) <b>107</b>	<b>1,058</b>	<b>1,898,039</b>
2) <b>006</b>	<b>157</b>	<b>570,421</b>	12) <b>078</b>	<b>95</b>	<b>214,539</b>	22) <b>109</b>	<b>30</b>	<b>68,707</b>
3) <b>011</b>	<b>413</b>	<b>738,418</b>	13) <b>079</b>	<b>34</b>	<b>107,295</b>	23) <b>114</b>	<b>36</b>	<b>61,355</b>
4) <b>021</b>	<b>261</b>	<b>703,964</b>	14) <b>087</b>	<b>341</b>	<b>1,108,793</b>	24) <b>115</b>	<b>38</b>	<b>25,104</b>
5) <b>023</b>	<b>26</b>	<b>129,752</b>	15) <b>089</b>	<b>10</b>	<b>35,540</b>	25) <b>116</b>	<b>2</b>	<b>26,538</b>
6) <b>025</b>	<b>3</b>	<b>3,995</b>	16) <b>092</b>	<b>2</b>	<b>15</b>	26) <b>201</b>	<b>7</b>	<b>41,851</b>
7) <b>033</b>	<b>106</b>	<b>226,443</b>	17) <b>096</b>	<b>15</b>	<b>8,008</b>	27) <b>202</b>	<b>80</b>	<b>304,193</b>
8) <b>035</b>	<b>52</b>	<b>96,076</b>	18) <b>101</b>	<b>20</b>	<b>46,683</b>	28) <b>203</b>	<b>49</b>	<b>245,000</b>
9) <b>046</b>	<b>218</b>	<b>543,402</b>	19) <b>104</b>	<b>20</b>	<b>39,029</b>	29) <b>204</b>	<b>16</b>	<b>23,511</b>
10) <b>059</b>	<b>2</b>	<b>15</b>	20) <b>106</b>	<b>17</b>	<b>39,941</b>	30) <b>205</b>	<b>82</b>	<b>143,412</b>

11. Project examples, Last 5 Years					
Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual)
<b>005</b>	<b>P</b>	<sup>1</sup> <b>Garden City Regional Airport GEC</b>	<b>Garden City Aviation Dept, 2225 South Air Service Rd, Garden City, KS 67846</b>	<b>8,000</b>	<b>2020</b>
<b>006</b>	<b>P</b>	<sup>2</sup> <b>DEN Concourse A&amp;B West Expansion, Denver, CO</b>	<b>Denver International Airport, 8500 Pena Boulevard, Denver, CO 80249</b>	<b>760,000</b>	<b>2021</b>
<b>011</b>	<b>C</b>	<sup>3</sup> <b>Broadway Bridge over the Arkansas River, AR</b>	<b>Arkansas DOT, 10324 Interstate 30, Little Rock, AR, 72203</b>	<b>98,400</b>	<b>2017</b>
<b>021</b>	<b>P</b>	<sup>4</sup> <b>Riverside Drive (24th to 35th) Construction Management, Tulsa, OK</b>	<b>City of Tulsa, 2317 S. Jackson Ave. Tulsa, OK 74107</b>	<b>27,600</b>	<b>2017</b>
<b>023</b>	<b>P</b>	<sup>5</sup> <b>City of Olathe On-Call, CIP Cost Estimating, Olathe, KS</b>	<b>City of Olathe, 100 E Santa Fe St., Olathe, KS 66061</b>	<b>50</b>	<b>2017</b>
<b>025</b>	<b>P</b>	<sup>6</sup> <b>Civil IDIQ, Sedan Bottoms, MO</b>	<b>USACE Kansas City Dist., 760 Fed. Building, Kansas City, MO, 64106</b>	<b>5,000</b>	<b>2019</b>
<b>033</b>	<b>C</b>	<sup>7</sup> <b>CBIS Segment 4 NEPA, IA</b>	<b>Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010</b>	<b>15,000</b>	<b>2019</b>

035	P	<sup>8</sup> Sacramento MLS Stadium Planning, Sacramento, CA	Sacramento Soccer & Entertainment Hldg	175,000	2020
046	P	<sup>9</sup> Metcalf Ave Improvements (159th St to 167th St), Overland Park, KS	City of Overland Park, 8500 Santa Fe Dr., Overland Park, KS 66212	12,077	2019
059	P	<sup>10</sup> Iowa City Gateway (Park Rd Bridge Replacement), IA	City of Iowa City, 410 E. Washington St. Iowa City, Iowa 52240	5,000	2018
062	P	<sup>11</sup> 119th & I-35 Interchange, Olathe, KS	City of Olathe, 100 West Santa Fe, Olathe, KS 66061	20,000	2022
078	P	<sup>12</sup> US 60 Corridor Study	ODOT, 200 NE 21st St., Oklahoma City, OK 73105	175	2021
079	P	<sup>13</sup> Peoria Ave Bus Rapid Transit Design & Branding, Tulsa, OK	Metro. Tulsa Transit Authority, 510 S. Rockford Ave. Tulsa, OK 74120	19,800	2019
087	P	<sup>14</sup> DART 2040 Transit System Plan, TX	Dallas Area Rapid Transit (DART) 1401 Pacific Ave. Dallas, TX 75202	500	2020
089	P	<sup>15</sup> SB US 69 ramp over I-35 bridge rehabilitation	Kansas DOT 700 SW Harrison St., 2nd Floor Tower Topeka, KS 66603	3,728	2019
092	P	<sup>16</sup> Indian Creek, 139th & Brookwood Stormwater Improvements	City of Olathe, 100 West Santa Fe, Olathe, KS 66061	2,644	2020
096	P	<sup>17</sup> Little Blue River Area 2 South I/I, Kansas City, MO	City of Kansas City, Missouri 4800 E. 63rd St., Kansas City, MO 64130	5,500	2022
101	C	<sup>18</sup> A Gathering Place for Tulsa, OK	George Kaiser Family Found., 7030 S. Yale, Ste. 600, Tulsa, OK 74136	465,000	2018
104	P	<sup>19</sup> Indian Creek, 139th & Brookwood Stormwater Improvements	City of Olathe, 100 West Santa Fe, Olathe, KS 66061	2,644	2020

106	P	<sup>20</sup> CID Green Infrastructure, Kansas City, MO	City of KCMO 4800 E. 63rd St., Kansas Ci	8,662	2020
107	P	<sup>21</sup> 152 Study/ I-44 Interim Project, OK	ODOT, 200 NE 21st St., Oklahoma City, OK 73105	10,000	2020
109	P	<sup>22</sup> Baltimore and Potomac Tunnel Replacement & Project Mgt, MD	Amtrak Philadelphia PA, 30th Street Station, Philadelphia, PA 19104	5,145	2022
114	P	<sup>23</sup> Indian Creek, 139th & Brookwood Stormwater Improvements	City of Olathe, 100 West Santa Fe, Olathe,	2,644	2020
115	P	<sup>24</sup> Brighton-Searcy Water Transmission Main, Kansas City, MO	City of Kansas City, Missouri 414 E. 12th St. Kansas City, MO 64106	3,489	2020
116	P	<sup>25</sup> NYCT State IDIQ 2014-2019, NY	MTA Construction & Development, 2 Broadway, New York, NY 10004	200,000	2021
201	C	<sup>26</sup> I-70/I-435 Interchange Tier 2, Kansas City, MO	Missouri DOT Kansas City District, 600 NE Colbern Rd, Lee's Summit, MO 64086	100,000	2019
202	P	<sup>27</sup> KCMO WSD Shoal Creek Tank Aviation	City of Kansas City, Missouri 4800 E. 63rd St., Kansas City, MO 64130	16	2017
203	P	<sup>28</sup> I-435/I-35/K-10 Gateway PMC, Johnson County, KS	KDOT, 700 SW Harrison St., Second Floor Tower Topeka, KS 66603	290	2017
204	P	<sup>29</sup> Riverside Drive, 24th to 33rd, Tulsa, OK	City of Tulsa, 2317 S. Jackson Ave. Tulsa, OK 74107	1,300	2017
205	P	<sup>30</sup> Muskogee Turnpike Bridge Rehabilitation, Muskogee, OK	Oklahoma Turnpike Authority	2,200	2019

12. The foregoing is a statement of facts



Typed Name and Title: **Kevin Wallace, PE - VP**

Date:

**1/12/2022**



STANDARD  
FORM (SF)  
**254**

**Architect-Engineer  
and Related Services  
Questionnaire**

Form Approved  
OMB No. 9000-0004

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

**Purpose:**

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

**Definitions:**

**"Architect-Engineer Services"** are defined in Part 36 of the Federal Acquisition Regulation.

**"Parent Company"** is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

**"Principals"** are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate offices, associates, administrators, etc.

**"Discipline"** as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

**"Joint Venture"** is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

**"Consultant,"** as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

**"Prime"** refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

**"Branch Office"** is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

**Instructions of Filing** (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.
  - 1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide date the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
  - 5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.
7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.
  - 7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
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STANDARD  
FORM (SF)  
**254**

**Architect-Engineer  
and Related Services  
Questionnaire**

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

**Ranges of Professional Services Fees**

INDEX	INDEX
1. Less than \$100,000	5. \$1 million to \$2 million
2. \$100,000 to \$250,000	6. \$2 million to \$5 million
3. \$250,000 to \$500,000	7. \$5 million to \$10 million
4. \$500,000 to \$1 million	8. \$10 million or greater

10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has on or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner

of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

**NEW FIRMS** (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

Experience Profile Code Numbers  
for use with questions 10 and 11

001	Acoustics; Noise Abatement	041	Graphic Design	085	Product, Machine & Equipment Design
002	Aerial photogrammetry	042	Harbors; Jetties; Piers, Ship Terminal Facilities	086	Radar; Sonar; Radio & Radar Telescopes
003	Agricultural Development; Grain Storage; Farm Mechanization	043	Heating; Ventilating; Air Conditioning	087	Railroad; Rapid Transit
004	Air Pollution Control	044	Health Systems Planning	088	Recreation Facilities ( <i>Parks, Marinas, Etc.</i> )
005	Airports; Navais; Airport Lighting; Aircraft Fueling	045	Highrise; Air-Rights-Type Buildings	089	Rehabilitation ( <i>Buildings; Structures; Facilities</i> )
006	Airports; Terminals & Hangars; Freight Handling	046	Highways; Streets; Airfield Paving Parking Lots	090	Resource Recover; Recycling
007	Arctic Facilities	047	Historical Preservation	091	Radio Frequency Systems & Shieldings
008	Auditoriums & Theatres	048	Hospital & Medical Facilities	092	Rivers; Canals; Waterways; Flood Control
009	Automation; Controls; Instrumentation	049	Hotels; Models	093	Safety Engineering; Accident Studies; OSHA Studies
010	Barracks; Dormitories	050	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )	094	Security Systems; Intruder & Smoke Detection
011	Bridges	051	Hydraulics & Pneumatics	095	Seismic Designs & Studies
012	Cemeteries ( <i>Planning &amp; Relocation</i> )	052	Industrial Buildings; Manufacturing Plants	096	Sewage Collection, Treatment and Disposal
013	Chemical Processing & Storage	053	Industrial Processes; Quality Control	097	Soils & Geologic Studies; Foundations
014	Churches; Chapels	054	Industrial Waste Treatment	098	Solar Energy Utilization
015	Codes; Standards; Ordinances	055	Interior Design; Space Planning	099	Solid Wastes; Incineration; Land Fill
016	Cold Storage; Refrigeration; Fast Freeze	056	Irrigation; Drainage	100	Special Environments; Clean Rooms, Etc.
017	Commercial Building ( <i>low rise</i> ); Shopping Centers	057	Judicial and Courtroom facilities	101	Structural Design; Special Structures
018	Communication Systems; TV; Microwave	058	Laboratories; Medical Research Facilities	102	Surveying; Platting; Mapping; Flood Plain Studies
019	Computer Facilities; Computer Service	059	Landscape Architecture	103	Swimming Pools
020	Conservation and Resource Management	060	Libraries; Museums; Galleries	104	Storm Water Handling & Facilities
021	Construction Management	061	Lighting ( <i>Interiors; Display; Theatre, Etc.</i> )	105	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
022	Corrosion Control; Cathodic Protection; Electrolysis	062	Lighting ( <i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i> )	106	Testing Inspection Services
023	Cost Estimating	063	Materials handling Systems; Conveyors; Sorters	107	Traffic & Transportation Engineering
024	Dams ( <i>Concrete; Arch</i> )	064	Metallurgy	108	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
025	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	065	Microclimatology; Tropical Engineering	109	Tunnels & Subways
026	Desalinization ( <i>Process &amp; Facilities</i> )	066	Military Design Standards	110	Urban Renewals; Community Development
027	Dining Halls; Clubs; Restaurants	067	Mining & Mineralogy	111	Utilities ( <i>Gas &amp; Steam</i> )
028	Ecological & Archeological Investigations	068	Missile Facilities ( <i>Silos; Fuels; Transport</i> )	112	Value Analysis; Life-Cycle Costing
029	Educational Facilities; Classrooms	069	Modular Systems Design; Pre-Fabricated Structures or Components	113	Warehouses & Depots
030	Electronics	070	Naval Architecture; Off-Shore Platforms	114	Water Resources; Hydrology; Ground Water
031	Elevators; Escalators; People-Movers	071	Nuclear Facilities; Nuclear Shielding	115	Water Supply; Treatment and Distribution
032	Energy Conservation; New Energy Sources	072	Office Building; Industrial Parks	116	Wind Tunnels; Research/Testing Facilities Design
033	Environmental Impact Studies, Assessments or Statements	073	Oceanographic Engineering	117	Zoning; Land Use Studies
034	Fallout Shelters; Blast-Resistant Design	074	Ordnance; Munitions; Special Weapons	201	<u>Economic Impact &amp; Feasibility Studies</u>
035	Field Houses; Gyms; Stadiums	075	Petroleum Exploration; Refining	202	<u>Engineering Consultation &amp; Reports</u>
036	Fire Protection	076	Petroleum and Fuel ( <i>Storage and Distribution</i> )	203	<u>Management</u>
037	Fisheries; Fish Ladders	077	Pipelines ( <i>Cross-Country - Liquid &amp; Gas</i> )	204	<u>Municipal Engineering (Gen. Consulting)</u>
038	Forestry & Forest Products	078	Planning ( <i>Community, Regional Areawide and State</i> )	205	<u>Bridge Inspection/Rehabilitation</u>
039	Garages; Vehicle Maintenance Facilities	079	Planning ( <i>Site, Installation, and Project</i> )		
040	Gas Systems ( <i>Propane; Natural, Etc.</i> )	080	Plumbing & Piping Design		
		081	Pneumatic Structures, Air-Support Buildings		
		082	Postal Facilities		
		083	Power Generation, Transmission. Distribution		
		084	Prisons & Correctional Facilities		

# STANDARD FORM (SF) 254

Architect-Engineer  
and Related Services  
Questionnaire

## 1. Firm Name/Business Address:

Cambridge Systematics, Inc.  
101 Station Landing, Suite 410  
Medford, MA 02155

1a. Submittal is for ☒ Parent Company ☐ Branch or Subsidiary Office

2. Year Present Firm  
Established  
1972

3. Date Prepared:

10/25/2022

4. Specify type of ownership & check below, if  
applicable.

Corporation

☐ A. Small Business

☐ B. Small Disadvantaged Business

☐ C. Woman-Owned Business

5. Name of Parent Company, if any:

5a. Former Parent Company Name(s), if any, and Year(s) Established:

6. Names of not more than Two Principals to Contact: Title/Telephone

1) Brad Wright, President, 781-539-6700

2) Steven Capecci, PMP, Chief Operating Officer, 781-539-6700

7. Present Offices: City / State / Telephone / No. Personnel Each Office

7a. Total Personnel 219

Cambridge Systematics, Inc. / Tallahassee / FL / 850-219-6388 / 15  
Cambridge Systematics, Inc. / Raleigh / NC / 919-741-7698 / 3  
Cambridge Systematics, Inc. / Oakland / CA / 510-873-8700 / 16  
Cambridge Systematics, Inc. / New York / NY / 212-209-6640 / 24  
Cambridge Systematics, Inc. / Medford / MA / 781-539-6700 / 73  
Cambridge Systematics, Inc. / Los Angeles / CA / 213-372-3009 / 14

Cambridge Systematics, Inc. / Denver / CO / 303-353-3040 / 7  
Cambridge Systematics, Inc. / Chicago / IL / 312-346-9907 / 25  
Cambridge Systematics, Inc. / Bethesda / MD / 301-347-9100 / 12  
Cambridge Systematics, Inc. / Austin / TX / 512-691-8501 / 14  
Cambridge Systematics, Inc. / Atlanta / GA / 404-443-3200 / 7  
Cambridge Systematics, Inc. / Fort Lauderdale / FL / 954-331-6100 / 9

8. Personnel by Discipline: (list each person only once, by primary function.)

<u>40</u> Administrative	<u>0</u> Acoustical Engineer	<u>0</u> Chemical Engineers	<u>0</u> Corrosion Engineer
<u>21</u> Computer/Management Systems	<u>0</u> Aerial Photographer	<u>0</u> Chemist	<u>0</u> Cost Engineer/Estimator
<u>5</u> Design/Graphics	<u>0</u> Aeronautical Engineer	<u>0</u> Civil Engineers	<u>0</u> Draftsmen
<u>2</u> Economists	<u>0</u> Archeologist	<u>0</u> Communications Engineer	<u>0</u> Ecologists
<u>4</u> Geographic Information System	<u>0</u> Architects	<u>0</u> Computer Programmer	<u>0</u> Electrical Engineers
<u>15</u> Planners: Urban/Regional	<u>0</u> Biologist	<u>0</u> Construction Engineers	<u>0</u> Electronics Engineer
<u>30</u> Transportation Engineers	<u>0</u> CADD Technician	<u>0</u> Construction Inspector	<u>0</u> Environmental Engineer
<u>89</u> Transportation Planners	<u>0</u> Cartographer	<u>0</u> Construction Manager	<u>0</u> Environmental Scientist

9. Summary of Professional Services Fees

Received: (Insert index number)

Last 5 Years (most recent year first)

Direct Federal contract work, including overseas

All other domestic work

All other foreign work\*

	2021	2020	2019	2018	2017
Direct Federal contract work, including overseas	0	7	7	7	0
All other domestic work	0	9	9	9	0
All other foreign work*	0	1	1	3	0

Ranges of Professional Services Fees

INDEX

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6. \$2 million to \$5 million
7. \$5 million to \$10 million
8. \$10 million or greater

\* Firms interested in foreign work, but without such experience, check here: ☐

**10. Profile of Firm's project Experience, Last 5 Years**

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 212	112	15,484	11)			21)		
2) 208	128	34,016	12)			22)		
3) 201	361	57,210	13)			23)		
4) 087	97	26,820	14)			24)		
5) 078	629	114,067	15)			25)		
6) 204	15	3,335	16)			26)		
7) 206	8	3,382	17)			27)		
8) I04	320	82,159	18)			28)		
9)			19)			29)		
10)			20)			30)		

**11. Project Examples, Last 5 Years**

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name & Address	Cost Of Work (in thousands)	Completion Date (Actual or Estimated)
078	P	<sup>1</sup> Alabama DOT Transportation Planning, Traffic and Safety Studies Services Statewide - On Call	Alabama Department of Transportation 1409 Coliseum Boulevard Montgomery, AL 36110 United States	1,500	2023
212	P	<sup>2</sup> Alaska DOT Strategic Highway Safety Plan (SHSP) Implementation and Evaluation  United States	Alaska Department of Transportation and Public Facilities 3132 Channel Drive Juneau, AK 99811-2500	500	2020
208	P	<sup>3</sup> Nebraska DOR Statewide Freight Plan	Nebraska Department of Transportation 1500 Highway 2 P.O. Box 94759 Lincoln, NE 68509-4759	705	2019
212	C	<sup>4</sup> Alabama DOT Regional Implementation of Strategic Highway Safety Plan	Alabama Department of Transportation P.O. Box 303050 Montgomery, AL 36130-3050 United States	275	2020
078	P	<sup>5</sup> Florida DOT CO Statewide Policy Planning 2019 - Strategic Highway Safety Plan Support	Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450 United States	264	2021
201	P	<sup>6</sup> Caltrans Enhancement and Update of California Statewide Freight Forecasting Model (CSFFM) and California Statewide Travel Demand Model (CSTDM)	California Department of Transportation 1120 N. Street Sacramento, CA 95814-5680 United States	1,256	2019
208	C	<sup>7</sup> North Carolina DOT Comprehensive Multimodal/Rail Planning Services - Preparation of CCX Freight Master Plan	North Carolina Department of Transportation 1501 Mail Service Center One South Wilmington Street Raleigh, NC 27611-5201	111	2018

087	P	<b>8</b> Chicago DOT On-Call 2009 - Chicago Bus Rapid Transit (BRT) Network Plan River North-Streeterville BRT Corridor Study	Chicago Department of Transportation (IL) 30 North LaSalle Street Suite 500 Chicago, IL 60602	1,006	2018
206	P	<b>9</b> Massachusetts DOT Highway Division Asset Management 2016 - Planning for Performance Enhancements	Massachusetts Department of Transportation 10 Park Plaza, Suite 3170 Boston, MA 02116	227	2018
201	P	<b>10</b> Florida DOT CO Transportation Model Application for Systems Transportation Modeling 2016 - Urban Evacuation Emergency Management Model Development	Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450	149	2020
078	P	<b>11</b> Colorado DOT DTD Risk Based Asset Management Plan	Colorado Department of Transportation 2829 W. Howard Pl. Denver, CO 80204	152	2020
078	P	<b>12</b> SCAG Southern California Regional Climate Adaptation Framework	Southern California Association of Governments 900 Wilshire Boulevard Suite 1700 Los Angeles, CA 90017	676	2021
204	P	<b>13</b> North Carolina DOT Statistical Analysis of Strategic Prioritization	North Carolina Department of Transportation 1554 Mail Service Center Raleigh, NC 27699-1554	927	2018
078	P	<b>14</b> LA Metro Planning Bench 2013 - Long Range Transportation Plan Development	Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012-2952	1,373	2020
087	P	<b>15</b> LA Metro Planning Bench 2013 - Systemwide Bus Network Restructuring Plan	Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012-2952	533	2021
078	P	<b>16</b> Maryland DOT On-Call 2017 - Transportation Policy and Planning Consulting Services	Maryland Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076	3,036	2022
208	P	<b>17</b> Massachusetts DOT Freight Plan	Massachusetts Department of Transportation 10 Park Plaza, Suite 3170 Boston, MA 02116	238	2017
078	P	<b>18</b> Los Angeles Transportation Technology 2018 - Code the Curb: Analysis of Asset Management	Los Angeles Department of Transportation (CA) 100 S. Main Street, 10th Floor Los Angeles, CA 90012	224	2020
206	P	<b>19</b> New York MTA Software Development, Hosting and Maintenance Services for a Bus Customer Information System (BusTime)	Metropolitan Transportation Authority (NY) 347 Madison Avenue New York, NY 10017	10,240	2022

104	P	<b>20</b> Nevada DOT Autonomous Vehicle Feasibility Study	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0002	324	2019
204	P	<b>21</b> Vermont DOT Asset Management Consultant Service - Revamping VTrans' Project Selection and Prioritization Processes: Development of an Optimized Capital Program	Vermont Agency of Transportation One National Life Drive Montpelier, VT 05633-5001	335	2018
206	P	<b>22</b> New York City DOT Sign Information Management System (SIMS)	New York City Department of Transportation 55 Water Street, 9th Floor New York, NY 10041	1,281	2018
104	P	<b>23</b> Caltrans California Traffic Simulation Training - On Call	California Department of Transportation 100 South Main Street Los Angeles, CA 90012	417	2019
078	P	<b>24</b> NYMTC Planning 2017 - On Call	New York Metropolitan Transportation Council 25 Beaver Street, Suite 201 New York, NY 10004	6,000	2022
104	P	<b>25</b> Utah DOT Transportation Systems Management and Operations Program Development	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84119	317	2022
104	C	<b>26</b> Michigan DOT Connected and Automated Vehicle Industry Coordination	Michigan Department of Transportation State Transportation Building 425 W. Ottawa Street Lansing, MI 48909	62	2021
078	P	<b>27</b> California DOT California Transportation Plan (CTP) 2050	California Department of Transportation P.O. Box 942873 Sacramento, CA 94273-0001	866	2021
078	P	<b>28</b> Nevada DOT Truck Parking Implementation Plan	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0002	633	2020
201	P	<b>29</b> Colorado DOT Development of a Statewide Travel Model for Colorado	Colorado Department of Transportation 2829 W. Howard Pl. Denver, CO 80204	1,710	2019
208	P	<b>30</b> Texas DOT Freight Mobility Plan - Implementation and Update the Texas Freight Mobility Plan 2	Texas Department of Transportation 125 East 11th Street Austin, TX 78704	847	2018

12. The foregoing is a statement of facts

Signature: 

Steven A. Capecci, PMP

Typed Name and Title: Chief Operating Officer

Date:

10/26/2022

STANDARD  
FORM (SF)  
**254**

**Architect-Engineer  
and Related Services  
Questionnaire**

Form Approved  
OMB No. 9000-0004

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

**Purpose:**

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

**Definitions:**

**"Architect-Engineer Services"** are defined in Part 36 of the Federal Acquisition Regulation.

**"Parent Company"** is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

**"Principals"** are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate offices, associates, administrators, etc.

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Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
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STANDARD  
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**254**

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and Related Services  
Questionnaire**

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11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner

of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

**NEW FIRMS** (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

Experience Profile Code Numbers  
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031	Elevators; Escalators; People-Movers	071	Nuclear Facilities; Nuclear Shielding	115	Water Supply; Treatment and Distribution
032	Energy Conservation; New Energy Sources	072	Office Building; Industrial Parks	116	Wind Tunnels; Research/Testing Facilities Design
033	Environmental Impact Studies, Assessments or Statements	073	Oceanographic Engineering	117	Zoning; Land Use Studies
034	Fallout Shelters; Blast-Resistant Design	074	Ordnance; Munitions; Special Weapons	201	
035	Field Houses; Gyms; Stadiums	075	Petroleum Exploration; Refining	202	
036	Fire Protection	076	Petroleum and Fuel ( <i>Storage and Distribution</i> )	203	
037	Fisheries; Fish Ladders	077	Pipelines ( <i>Cross-Country - Liquid &amp; Gas</i> )	204	
038	Forestry & Forest Products	078	Planning ( <i>Community, Regional Areawide and State</i> )	205	
039	Garages: Vehicle Maintenance Facilities	079	Planning ( <i>Site, Installation, and Project</i> )		
040	Gas Systems ( <i>Propane; Natural, Etc.</i> )	080	Plumbing & Piping Design		
		081	Pneumatic Structures, Air-Support Buildings		
		082	Postal Facilities		
		083	Power Generation, Transmission. Distribution		
		084	Prisons & Correctional Facilities		

<b>STANDARD FORM (SF)</b>  <b>254</b>  Architect-Engineer and Related Services Questionnaire	1. Firm Name/Business Address:  <b>DB E.C.O. North America Inc.</b> <b>555 Capitol Mall</b> <b>Suite 1250</b> <b>Sacramento, CA 95814</b>					2. Year Present Firm Established  <div style="text-align: center;"><b>2010</b></div>	3. Date Prepared:
	1a. Submittal is for <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office					4. Specify type of ownership and check below, if applicable.	
						<input type="checkbox"/> A. Small Business <input type="checkbox"/> B. Small Disadvantaged Business <input type="checkbox"/> C. Woman-owned Business	
5. Name of Parent Company, if any:  <b>DB US Holding Corp. / 120 White Plains Road, 4th Floor / Tarrytown, NY 10591</b>				5a. Former Parent Company Name(s), if any, and Year(s) Established:			
6. Names of not more than Two Principals to Contact: Title/Telephone 1) <b>Yoav Hagler, VP, Technical Consulting / (646) 729-5460</b> 2) <b>Clayton Johanson, Principal Consultant / (916) 827-7995</b>							
7. Present Offices: City / State / Telephone / No. Personnel Each Office  <b>555 Capitol Mall, Suite 1250 / Sacramento, CA 95814 / 916-908-8711 / 22</b> <b>2010 Main Street, Suite 220 / Irvine, CA 92614 / 916-890-7206 / 16</b> <b>214 West 29th Street / Office # 02A-105 / New York, NY 10001 / 646-729-5460 / 17</b> <b>222 South Riverside Plaza, 15-158 / Chicago, IL 60606 / 6</b>						7a. Total Personnel <u>61</u>	
8. Personnel by Discipline: (List each person only once, by primary function.)							
<u>9</u> Administrative _____ Architects _____ Chemical Engineers _____ Civil Engineers _____ Construction Inspectors _____ Draftsmen _____ Ecologists _____ Economists		<u>3</u> Electrical Engineers _____ Estimators _____ Geologist _____ Hydrologists _____ Interior Designers _____ Landscape Architects _____ Mechanical Engineers _____ Mining Engineers		_____ Oceanographers _____ Planners: Urban/Regional _____ Sanitary Engineers _____ Soils Engineers _____ Specification Writers _____ Structural Engineers _____ Surveyors <u>39</u> Transportation Engineers		<u>10</u> Project Managers _____ _____ _____ _____ _____ _____ _____ _____	
9. Summary of Professional Services Fees Received: (Insert index number)					Ranges of Professional Services Fees INDEX 1. Less than \$100,000 2. \$100,000 to \$250,000 3. \$250,000 to 500,000 4. \$500,000 to \$1 million 5. \$1 million to \$2 million 6. \$2 million to \$5 million 7. \$5 million to \$10 million 8. \$10 million or greater		
<div style="display: flex; justify-content: space-between;"> <div>           Last 5 Years (most recent year first)  <div style="display: flex; justify-content: space-around; width: 100%;"> <span>20 21</span> <span>20 20</span> <span>20 19</span> <span>20 18</span> <span>20 17</span> </div> <div style="display: flex; justify-content: space-around; width: 100%;"> <div>Direct Federal contract work, including overseas</div> <div>8</div> <div>8</div> <div>8</div> <div>6</div> <div>1</div> </div> <div style="display: flex; justify-content: space-around; width: 100%;"> <div>All other domestic work</div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> <div style="display: flex; justify-content: space-around; width: 100%;"> <div>All other foreign work*</div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> </div> </div>							
*Firms interested in foreign work, but without such experience, check here: <input type="checkbox"/>							

Profile of Firm's Project Experience, Last 5 Years								
Profile	Number of	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) <b>023</b>	<b>3</b>	<b>\$2,459,527</b>	11)			21)		
2) <b>032</b>	<b>6</b>	<b>\$4,919,054</b>	12)			22)		
3) <b>087</b>	<b>28</b>	<b>\$22,135,745</b>	13)			23)		
4) <b>107</b>	<b>25</b>	<b>\$19,676,218</b>	14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project examples, Last 5 Years					
Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual)
<b>087</b>	<b>P</b>	<sup>1</sup> <b>UTA FrontRunner Corridor / Salt Lake City, UT</b>	<b>Utah Transportation Authority, 669 West 200 South, Salt Lake City, UT 84101</b>	<b>\$777,000</b>	<b>2023 est</b>
<b>087</b>	<b>S</b>	<sup>2</sup> <b>OKC RTA Alternatives Analysis / Oklahoma City, OK</b>	<b>RTA of Central Oklahoma, 2000 S. May Ave., Oklahoma City, OK 73108</b>	<b>\$500,000</b>	<b>2022 est</b>
<b>087</b>	<b>S</b>	<sup>3</sup> <b>Tote - Alaska Mainline Analysis / Washington to Alaska</b>	<b>Tote Maritime Alaska, 909 A Street, Suite 100, Tacoma, WA 98402</b>	<b>\$30,000</b>	<b>2022</b>
<b>087</b>	<b>S</b>	<sup>4</sup> <b>San Bernardino Pathing Study / Los Angeles, CA</b>	<b>BNSF Railway, 2650 Lou Menk Dr., Fort Worth, TX 76131</b>	<b>\$417,874</b>	<b>2021</b>
<b>087</b>	<b>P</b>	<sup>5</sup> <b>Caltrain Business Plan / San Carlos, CA</b>	<b>Caltrain, 1250 San Carlos Ave., San Carlos, CA 94070</b>	<b>\$778,000</b>	<b>2021</b>
<b>087</b>	<b>P</b>	<sup>6</sup> <b>SJJPA On-Call Planning / Stockton, CA</b>	<b>San Joaquin Joint Powers Authority, 949 E. Channel Street, Stockton, CA 95202</b>	<b>\$850,000</b>	<b>2023 est</b>
<b>087</b>	<b>P</b>	<sup>7</sup> <b>CCJPA On-Call Planning / Oakland, CA</b>	<b>Capitol Corridor Joint Powers Authority, 300 Lakeside Dr., 14th Floor East, Oakland, CA 94612</b>	<b>\$275,000</b>	<b>2021</b>

		8			
087	S	<sup>9</sup> Atlantic Gateway / Richmond, VA	Kimley-Horn, 1700 Willow Lawn Drive, Suite 200, Richmond, VA 23230	\$945,000	2023 est
087	P	<sup>10</sup> TAMC Network Integration / Salinas, CA	Transportation Agency for Monterey County, 55-B Plaza Circle, Salinas, CA 93901	\$78,746	2020
087	P	<sup>11</sup> BNSF On-Call Planning / Ft. Worth, TX	BNSF Railway, 2650 Lou Menk Dr., Fort Worth, TX 76131	\$398,634	2020
087	S	<sup>12</sup> FRA Long Distance Study / Washington, DC	Federal Railroad Administration, Office of Railroad Policy and Development, 1200 New Jersey Ave SE Washington	\$480,00	N/A
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12. The foregoing is a statement of facts



Digitally signed by Yoav Hagler  
Date: 2022.10.27 09:28:21 -04'00'

Typed Name and Title: **Yoav Hagler, VP Tech. Cons.**

Date:

**October 27, 2022**



Digitally signed by David Hüffmeier  
Date: 2022.10.27 12:19:05 -07'00'

STANDARD  
FORM (SF)  
**254**

**Architect-Engineer  
and Related Services  
Questionnaire**

Form Approved  
OMB No. 9000-0004

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

**Purpose:**

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

**Definitions:**

**"Architect-Engineer Services"** are defined in Part 36 of the Federal Acquisition Regulation.

**"Parent Company"** is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

**"Principals"** are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

**"Discipline"** as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

**"Joint Venture"** is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

**"Consultant,"** as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

**"Prime"** refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

**"Branch Office"** is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

**Instructions of Filing** (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.
  - 1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide date the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
  - 5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.
7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.
  - 7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
8. Show total number of employees, by discipline, in submitting office. (\*If form is being submitted by main or headquarters office, form should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.

STANDARD  
FORM (SF)  
**254**

**Architect-Engineer  
and Related Services  
Questionnaire**

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

**Ranges of Professional Services Fees**

INDEX	INDEX
1. Less than \$100,000	5. \$1 million to \$2 million
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10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has on or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

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030	Electronics	070	Naval Architecture; Off-Shore Platforms	114	Water Resources; Hydrology; Ground Water
031	Elevators; Escalators; People-Movers	071	Nuclear Facilities; Nuclear Shielding	115	Water Supply; Treatment and Distribution
032	Energy Conservation; New Energy Sources	072	Office Building; Industrial Parks	116	Wind Tunnels; Research/Testing Facilities Design
033	Environmental Impact Studies, Assessments or Statements	073	Oceanographic Engineering	117	Zoning; Land Use Studies
034	Fallout Shelters; Blast-Resistant Design	074	Ordnance; Munitions; Special Weapons	201	<u>Public Relations; Community Engagement</u>
035	Field Houses; Gyms; Stadiums	075	Petroleum Exploration; Refining	202	_____
036	Fire Protection	076	Petroleum and Fuel ( <i>Storage and Distribution</i> )	203	_____
037	Fisheries; Fish Ladders	077	Pipelines ( <i>Cross-Country - Liquid &amp; Gas</i> )	204	_____
038	Forestry & Forest Products	078	Planning ( <i>Community, Regional Area-wide and State</i> )	205	_____
039	Garages; Vehicle Maintenance Facilities	079	Planning ( <i>Site, Installation, and Project</i> )		
040	Gas Systems ( <i>Propane; Natural, Etc.</i> )	080	Plumbing & Piping Design		
		081	Pneumatic Structures, Air-Support Buildings		
		082	Postal Facilities		
		083	Power Generation, Transmission, Distribution		
		084	Prisons & Correctional Facilities		

<b>STANDARD FORM (SF) 254</b> Architect-Engineer and Related Services Questionnaire	1. Firm Name/Business Address: <b>The Gooden Group Inc. 2611 Kelley Pointe Pkwy Edmond, OK 73013</b>		2. Year Present Firm Established <div style="text-align: center;"><b>1985</b></div>	3. Date Prepared: <div style="text-align: center;"><b>10/19/2022</b></div>																																								
	1a. Submittal is for <input checked="" type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office		4. Specify type of ownership and check below, if applicable. <b>C CORP</b>																																									
			<input checked="" type="checkbox"/> A. Small Business <input type="checkbox"/> B. Small Disadvantaged Business <input type="checkbox"/> C. Woman-owned Business																																									
5. Name of Parent Company, if any:		5a. Former Parent Company Name(s), if any, and Year(s) Established:																																										
6. Names of not more than Two Principals to Contact: Title/Telephone 1) <b>Katy Gustafson, Principal (405) 715-3232</b> 2) <b>Tristan Shutt, Principal (405) 715-3232</b>																																												
7. Present Offices: City / State / Telephone / No. Personnel Each Office  <b>2611 Kelley Pointe Pkwy Edmond, OK 73013 (405) 715-3232</b>			7a. Total Personnel <u>19</u>																																									
8. Personnel by Discipline: (List each person only once, by primary function.) <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><u>3</u> Administrative</td> <td style="width: 33%;">Electrical Engineers</td> <td style="width: 33%;">Oceanographers</td> <td style="width: 10%; text-align: center;"><u>16</u></td> <td style="width: 10%; text-align: center;"><u>Public Relations</u></td> </tr> <tr> <td>Architects</td> <td>Estimators</td> <td>Planners: Urban/Regional</td> <td></td> <td></td> </tr> <tr> <td>Chemical Engineers</td> <td>Geologist</td> <td>Sanitary Engineers</td> <td></td> <td></td> </tr> <tr> <td>Civil Engineers</td> <td>Hydrologists</td> <td>Soils Engineers</td> <td></td> <td></td> </tr> <tr> <td>Construction Inspectors</td> <td>Interior Designers</td> <td>Specification Writers</td> <td></td> <td></td> </tr> <tr> <td>Draftsmen</td> <td>Landscape Architects</td> <td>Structural Engineers</td> <td></td> <td></td> </tr> <tr> <td>Ecologists</td> <td>Mechanical Engineers</td> <td>Surveyors</td> <td></td> <td></td> </tr> <tr> <td>Economists</td> <td>Mining Engineers</td> <td>Transportation Engineers</td> <td></td> <td></td> </tr> </table>					<u>3</u> Administrative	Electrical Engineers	Oceanographers	<u>16</u>	<u>Public Relations</u>	Architects	Estimators	Planners: Urban/Regional			Chemical Engineers	Geologist	Sanitary Engineers			Civil Engineers	Hydrologists	Soils Engineers			Construction Inspectors	Interior Designers	Specification Writers			Draftsmen	Landscape Architects	Structural Engineers			Ecologists	Mechanical Engineers	Surveyors			Economists	Mining Engineers	Transportation Engineers		
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Economists	Mining Engineers	Transportation Engineers																																										
9. Summary of Professional Services Fees Received: (Insert index number)			Ranges of Professional Services Fees INDEX																																									
<table style="width: 100%; border: none;"> <tr> <th></th> <th style="text-align: center;"><u>2021</u></th> <th style="text-align: center;"><u>2020</u></th> <th style="text-align: center;"><u>2019</u></th> <th style="text-align: center;"><u>2018</u></th> <th style="text-align: center;"><u>2017</u></th> </tr> <tr> <td>Direct Federal contract work, including overseas</td> <td style="text-align: center;"><u>6</u></td> <td style="text-align: center;"><u>6</u></td> <td style="text-align: center;"><u>6</u></td> <td style="text-align: center;"><u>6</u></td> <td style="text-align: center;"><u>6</u></td> </tr> <tr> <td>All other domestic work</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>All other foreign work*</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>				<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	Direct Federal contract work, including overseas	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	All other domestic work						All other foreign work*						1. Less than \$100,000 2. \$100,000 to \$250,000 3. \$250,000 to 500,000 4. \$500,000 to \$1 million 5. \$1 million to \$2 million 6. \$2 million to \$5 million 7. \$5 million to \$10 million 8. \$10 million or greater																	
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>																																							
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All other domestic work																																												
All other foreign work*																																												
*Firms interested in foreign work, but without such experience, check here: <input type="checkbox"/>																																												

10.

Profile of Firm's Project Experience, Last 5 Years								
Profile	Number of <i>Projects</i>	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 201	76	\$4,959	11)			21)		
2) 201	70	\$2,985	12)			22)		
3) 201	84	\$3,057	13)			23)		
4) 201	86	\$2,702	14)			24)		
5) 201	85	\$3,157	15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

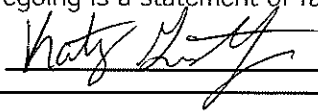
## 11. Project examples, Last 5 Years

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual)
201	C	<sup>1</sup> MAPS 4, Oklahoma City, OK	City of Oklahoma City David Todd, Program Manager <del>100 N. Walker, Oklahoma City, OK</del>	\$378 (2021-23)	2032
201	C	<sup>2</sup> MAPS 3, Oklahoma City, OK	City of Oklahoma City ADG Blatt Architects <del>Jason Cotton, CEO &amp; VP of Program</del>	\$1305 (2010-23)	2023
		3			
		4			
		5			
		6			
		7			

		8			
		9			
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		11			
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		30			

12. The foregoing is a statement of facts



Typed Name and Title: Katy Gustafson, Principal

Date:

10/19/2022

## LETTER OF AUTHORIZATION

This letter of authorization must be completed and signed if the bid/pricing agreement/contract form & non-discrimination statement was not signed by the owner, a general partner, or an officer of the corporation

*This document can be uploaded electronically as an attachment to one of the line items on the electronic bid.*

### Regional Transportation Authority of Central Oklahoma:

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and

all forms related to on behalf of \_\_\_\_\_ .  
Company Name

Sincerely,

Not Applicable. Documents are/will continue to be signed by Aaron Rader, a Vice President of the firm. Aaron Rader has full signing authority on behalf of Kimley-Horn and Associates, Inc.

\_\_\_\_\_  
Signature of Authorized Agent      Print Title      Date

\_\_\_\_\_  
Print Name      Email Address

Title: *(must be checked)*

- |  |  |
|--|--|
| <input type="checkbox"/> Owner                             | <input type="checkbox"/> Treasurer           |
| <input type="checkbox"/> Chief Executive Officer [CEO]     | <input type="checkbox"/> Secretary           |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President                         | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President                    | <input type="checkbox"/> Other: _____        |

BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM.

## ANTI/NON-COLLUSION AFFIDAVIT


The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

**The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the agreement/contract, and the requirements for proposers.**

**THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL**

Aaron Rader, P.E.	Vice President/Authorized Signer
Type Name of Authorized Agent	Title
	
Signature	
Kimley-Horn and Associates, Inc.	
Company Name	
11700 Katy Freeway, Suite 800, Houston, TX	77079
Address	Zip Code
281.597.9300	
Telephone Number and Fax Number if any	

## TO BE COMPLETED BY THE NOTARY:

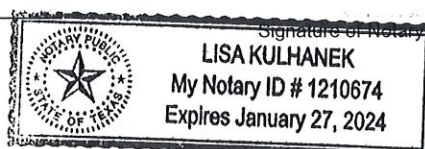
State of \* Texas )  
 )  
 County of \* Harris ) SS.  
 [\*State and County where notarized must be written in for bid to be considered.]

Signed and sworn to before me on this 25th day of October, 2022 by Aaron K. Rader  
 [Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: 1210607  
 [Texas]

Type Name of Notary Public Lisa Kulhanek

My Commission Expires: 01/27/2024  
 [Date/Year]





[49 Okla. Stat. 1985 §119]

## **EXHIBIT J: FEDERAL TERMS AND CONDITIONS**



# Central Oklahoma Transportation & Parking Authority

## Federal Contractual Terms and Conditions for Services, Materials and Supplies

For all contracted relationships, Central Oklahoma Transportation and Parking Authority dba EMBARK ("COTPA") requires that the provider of goods and services comply with COTPA's Federal Contractual Terms and Conditions.

As a recipient of Federal Transportation Administration (FTA) grants, COTPA agrees annually in the Master Agreement with FTA (<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>) to adhere to all applicable federal laws, regulations, and directives associated with federal funding along with the FTA Certifications and Assurances for Federal Funding Assistance Program. COTPA's contractors are also required to comply with those federal clauses to which are herein incorporated by reference and made a part of this Agreement. The FTA Certifications and Assurances are available at the following link:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

### 1. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement **December 7, 2020**, between COTPA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Further, Contractor acknowledges and understands that federal requirements that apply to the Contract may change due to changes in federal law, regulation, other requirements, or guidance, or changes in COTPA's underlying agreement with the Federal Government under which federal assistance for the Project was awarded to COTPA including any information incorporated by reference and made part of that underlying agreement. Contractor understands and agrees that applicable changes to those federal requirements will apply to this Contract and parties thereto at any tier.

### 2. (A-1) ACCESS TO RECORDS AND REPORTS

#### RECORD RETENTION

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

#### RETENTION PERIOD

Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in

which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

### **ACCESS TO RECORDS**

Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

### **ACCESS TO THE SITES OF PERFORMANCE**

Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

## **3. (A-4) Buy America (Contracts Exceeding \$150,000)**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted FTA or the product is subject to general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

*In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.*

#### ***Certificate of Compliance with Buy America Requirements:***

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### ***Certificate of Non-Compliance with Buy America Requirements***

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### **4. (A-7) Clean Air Act & Federal Water Pollution Control Act (Contracts Exceeding \$100,000)**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor shall report each violation to FTA and the Regional Office of the Environmental Protection Agency (EPA).

Further, Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contractor shall require all subcontractors to agree to comply with the foregoing and shall include such provisions in all subcontracts of every tier.

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

## 5. (A-8) Civil Rights & Equal Opportunity

The **Contracting Entity** is an Equal Opportunity Employer. As such, the **Contracting Entity** agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the **Contracting Entity** agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

### 1. *Nondiscrimination.*

In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

### 2. *Race, Color, Religion, National Origin, Sex.*

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

### 3. *Age*

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

### 4. *Disabilities*

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §

4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.* and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794;

Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities," 49 C.F.R., part 37;

Joint Access Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R., part 27;

U.S. Department of Justice ("DOJ") regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R., part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;

U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R., part 1630;

Federal Communications Commission regulations, "Telecommunications Relay Services and Related COTPA Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R., part 64, subpart F;

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R., part 609.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

## 6. (A-9) Disadvantaged Business Enterprise (DBE)

### CONTRACT ASSURANCE

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of United States Department of Transportation ("DOT") -assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COTPA deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the **Contracting Entity** makes to the Contractor. In the event this Contract contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains COTPA's prior written consent; and that, unless COTPA's written consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

### OVERVIEW

It is the policy of the **Contracting Entity** and the DOT that DBE's, as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the **Contracting Entity** to:

- A. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- B. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- C. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 40 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- E. Help remove barrier to the participation of DBEs in DOT assisted contracts;
- F. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- G. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The **Contracting Entity** shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the **Contracting Entity** may consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the **Contracting Entity**.

## DBE PARTICIPATION

For the purpose of this Contract, the **Contracting Entity** will accept only DBE's who are:

- A. Certified, at the time of bid opening or proposal evaluation, by the Oklahoma Department of Transportation (ODOT); or
- B. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

## DBE PARTICIPATION GOAL

The DBE participation goal for this Contract is set at **0%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 0%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Contractor non-responsive.

## PROPOSED SUBMISSION

Each Contractor, as part of its proposal submission, shall supply the following information:

- A. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- B. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the **Contracting Entity**.
- C. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- D. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

## GOOD FAITH EFFORTS – (NOT APPLICABLE IF THE DBE GOAL IS 0%)

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the **Contracting Entity** will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the **Contracting Entity** will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the **Contracting Entity**'s DBE Coordinator (questions of RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- B. Pre-bid meeting attendance. At the pre-bid meeting, the **Contracting Entity** generally informs potential Proposer's of DBE subcontracting opportunities;
- C. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- D. Written notification to DBE's encouraging participation in the proposed Contract; and
- E. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- A. The names, addresses, and telephone numbers of DBE's that were contacted;
- B. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- C. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take-into-account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal but meets or exceeds the average DBE participation obtained by other Proposers, the Authority may view this as evidence of the Contractor having made good faith efforts.

## ADMINISTRATIVE RECONSIDERATION

Within five (5) business days of being informed by the **Contracting Entity** that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the **Contracting Entity**'s Procurement Coordinator. The Procurement Coordinator will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The **Contracting Entity** will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate.

## PROMPT PAYMENT

As per 49 CFR §26.29, prime contractors shall pay subcontractors for satisfactory work performed of their contracts no later than 30-days from receipt of payment from the CONTRACTING ENTITY. The prime contractor shall also return any retainage payments to the subcontractor within 30-days of the subcontractor's work being satisfactorily completed.



## TERMINATION OF DBE SUBCONTRACTOR

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the **Contracting Entity's** prior written consent. The **Contracting Entity** may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the **Contracting Entity** in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

## CONTINUED COMPLIANCE

The **Contracting Entity** shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the Contracting Entity** that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Oklahoma Department of Transportation ("ODOT"). Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

The **Contracting Entity** to have access to necessary records to examine information as the **Contracting Entity** deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Contractor and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the **Contracting Entity**, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section

## SANCTIONS FOR VIOLATIONS

If at any time the **Contracting Entity** has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the **Contracting Entity** may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- A. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and



- B. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein

## 7. (A-11) Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 8. (A-13) Government-Wide Debarment, Suspension, Ineligibility & Voluntary Exclusion (Contracts Exceeding \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award. By signing and submitting its proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by COTPA. If it is later determined by COTPA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COTPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## NOTIFICATION TO FTA; FLOW DOWN REQUIREMENT

If a current or prospective legal matter that may affect the Federal Government emerges, the bidder or proposer must promptly notify the **Contracting Entity**. The Contractor must include a similar notification

requirement in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

## **9. (A-14) LOBBYING (Contracts Over \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official Date

## **10. (A-15) No Government Obligation To Third Parties**

COTPA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COTPA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **11. (A-18) Program Fraud And False Or Fraudulent Statements Or Related Acts**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable,

Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **12. (A-20) Recycled Products (Recovered Materials) (Applicable to Contracts with EPA Designated Items Valued at \$10,000 or more)**

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

## **13. (A-21) Safe Operation Of Motor Vehicle**

### **SEAT BELT USE**

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or COTPA.

### **DISTRACTED DRIVING**

Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **14. (A-23) Seismic Safety**

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## 15. (A-25) TERMINATION (Contracts exceeding \$10,000)

### TERMINATION FOR CONVENIENCE OR DEFAULT (ARCHITECT AND ENGINEERING)

The **Contracting Entity** may terminate this contract in whole or in part, for the **Contracting Entity's** convenience or because of the failure of the Contractor to fulfill the contract obligations. The **Contracting Entity** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **Contracting Entity's** Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. **Contracting Entity** has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the **Contracting Entity**, the **Contracting Entity's** Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the **Contracting Entity** may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the **Contracting Entity**.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of **Contracting Entity**.

### TERMINATION BY COTPA FOR BREACH OR DEFAULT

If Contractor does not deliver the Services in accordance with the Performance Schedule or in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, COTPA may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract Price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

### OPPORTUNITY TO CURE

COTPA, in its sole discretion may, in the case of a termination for breach or default, allow Contractor [seven (7)] calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to COTPA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [seven (7)] calendar days after receipt by Contractor of written notice from COTPA setting forth the nature of said breach or default, COTPA shall have the right to terminate this Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude COTPA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

## 16. (A-26) VIOLATION & BREACH OF CONTRACT

### RIGHTS AND REMEDIES OF THE AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;

2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

## **RIGHTS AND REMEDIES OF CONTRACTOR**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

## **REMEDIES**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

## **DISPUTES**

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

## **PERFORMANCE DURING DISPUTE**

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

## CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.A-77

## REMEDIES

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

## RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (last revised March 18, 2013) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any COTPA requests which would cause COTPA to be in violation of the FTA terms and conditions.

***By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the Contractor. Thus, the Contractor agrees to comply with all City, State and Federal statutes, regulations, executive orders, and administrative guidance required for this Agreement. In signing this document, I declare under penalties of perjury that the forgoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct.***

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument, the day, month and year first above written.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Failure to properly execute and attached these contracts clauses will result in the bid being deemed unresponsive.



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Request for Proposals for Financial Planning Consulting Services (RTA 23-002); and authorize the Interim Executive Director to advertise.

**Background** A Request for Proposals (RFP) has been developed in order to solicit professional services to provide independent financial planning consulting for The Regional Transportation Authority of Central Oklahoma's (RTA) long-term capital needs and associated financing requirements.

When services are needed, the consultant will provide a "Preliminary Task Order," which shall include a scope of work and cost of the proposal. No work will be performed until the Preliminary Task Order is accepted in writing.

The RTA will award the contract for a term of three years with an option to renew for two additional one-year terms.

**Recommendation:** Request for Proposals be approved, and the Interim Executive Director be authorized to advertise.

Reviewed by:

Jason Ferbrache  
Interim Executive Director





**Regional Transportation Authority  
of Central Oklahoma**

## **REQUEST FOR PROPOSALS (RFP)**

### **FINANCIAL PLANNING CONSULTING SERVICES**

**RELEASE DATE:**

May 1, 2023

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# **REQUEST FOR PROPOSALS**

## **Financial Planning Consulting Services**

### **I. INTRODUCTION**

The Regional Transportation Authority of Central Oklahoma (“RTA”) invites qualified firms to submit a proposal to provide independent financial planning consulting services for RTA’s long-term capital needs and associated financing requirements.

RTA anticipates the services may be funded with USDOT, FRA, or FTA planning funds and future activities will be supported with FTA discretionary grant funding, requiring the consultant to adhere to all applicable FTA Capital Investment Grant New Starts requirements.

### **II. BACKGROUND**

The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing RTA councils of Oklahoma RTA, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

Prior to the formation of the RTA, the Central Oklahoma Region had undertaken numerous studies to advance high-capacity transit. The studies are available for review at [www.rtaok.org](http://www.rtaok.org).

#### **A. Studies Currently Underway**

The RTA currently is completing an Alternatives Analysis Update for two corridors: The North/South Corridor and the East Corridor. The North-South corridor is in the BNSF right-of-way serving the region through the communities of Edmond, Oklahoma RTA, and Norman. The alignment and transit mode have not been finalized yet and are dependent upon RTA and BNSF reaching an agreement. RTA and BNSF are exploring this alignment option as a possibility, however, and BNSF is working to determine if the commuter service will be compatible with the freight obligations at this time. Currently, the project team is studying the type of commuter rail operation that best meets the needs of the community. The project team is also studying station locations to maximize ridership and efficiency, and the placement of an operations and maintenance facility.

High-capacity transit services of all types are being studied to serve the region through the east corridor communities from the Santa Fe Station in Oklahoma RTA to Tinker Airforce Base. This corridor is being fully examined for mode and alignment. The RTA will consider community demographics, travel patterns, and needs that influence the types of transit that will best-serve the corridor.

The RTA anticipates selecting a Locally Preferred Alternative for the North/South corridor and the East Corridor prior to June 30, 2023.

## **B. Studies Pending Federal Grant Agreement**

The Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project (“EDEI Project”) will conduct an Alternatives Analysis of two regional transit corridors in the Oklahoma RTA metropolitan area. Multiple transportation options will be reviewed in each corridor, including rail, highway, and arterial streets.

The two corridor locations that will be studied as part of the EDEI Project are an Airport Corridor and a West Corridor. The Airport Corridor will connect Downtown Oklahoma RTA to the Will Rogers World Airport. This corridor travels southwest of downtown and includes multiple arterial streets with active and high-ridership bus service, an active BNSF rail segment, as well as an abandoned rail corridor. The West Corridor will study connections from Downtown Oklahoma RTA west towards the cities of Yukon and Mustang in its study area. This corridor parallels portions of I-40, Reno Ave, and an active Union Pacific rail corridor, each of which will be reviewed in the analysis.

Both corridors provide the opportunity for new regional transit connections that do not currently exist, greatly benefitting transportation access, as well as economic development opportunities. The potential for new transit services to utilize the recently renovated Santa Fe Station in Downtown Oklahoma RTA will be included in the review of each corridor.

The EDEI Project has qualified for a USDOT RAISE Grant and the RTA anticipates finalizing the Paper Grant Agreement soon. Once executed, the Alternatives Analysis will commence with a project duration of 15 months with LPA determinations expected by June 30, 2024.

## **C. Funding Sources**

Once the locally preferred alternatives are selected for each of the four high-capacity transit lines, the RTA will seek a combination of funding/financing sources for constructing, maintaining, and operating the selected transportation projects located within the boundaries of the regional transportation district.

### **1. Federal Funding Sources**

RTA anticipates the capital costs of the projects it chooses to implement may be funded in part with USDOT, FRA, or FTA planning funds and/or FTA or FRA discretionary grant funding.

### **2. Bonds**

RTA anticipates it will issue long-term bonds to finance the remainder of the capital program that are not supported by federal planning or discretionary grants.

### **3. Local Sales Tax Referendum**

After the LPAs have been determined, RTA anticipates seeking voter approval for a local sales tax in RTA District. Sales tax is the only funding mechanism authorized for the RTA by Oklahoma Law. RTA anticipates a sales tax will be required to fund ongoing maintenance and operations of the transit lines.

## **III. SCOPE OF SERVICES**

The RTA is seeking qualified professional firms to provide independent financial planning consulting services to assist staff with the services identified below. The final scope of work will be determined by RTA with the selected Financial Consultant.

1. Develop and maintain short-term and long-range financial plans.
2. Oversee execution of capital project debt financings.
3. Perform revenue adequacy evaluations.
4. Provide economic evaluations.
5. Provide investment recommendations, as needed.
6. Advise of changes in Federal and State laws and regulations.
7. Manage relationships with commercial partners, banks, rating agencies and other financial entities.
8. Advise and assist in the preparation of appropriate financial and investment policies of the RTA.
9. Provide all financing planning services as requested.

#### **IV. PROPOSAL FORMAT**

All proposals shall include the following minimum information:

##### **A. Description of Organization, Management and Team Members**

Provide a description of the team/consultant organization. The organization description should clearly identify who will be the project manager for this contract, and the day-to-day contact person for the job. Include resumes of key personnel. RTA expects to work with the same project manager during the term of the contract, but expects that the team will be tailored to the size of each individual project.

##### **B. Organization Qualifications**

Provide an outline of the organization qualifications indicating relevant background, experience, and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If available, give examples of other on-call services contracts. If the proposing firm is likely to be using a subconsultant for the type of work discussed in the Scope of Services, provide information on that subconsultant.

##### **C. References, Related Experience, and Examples of Work**

Provide client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed. Show small sized, medium sized and on-call service contracts, if available.

##### **D. Fee Schedule**

Provide fee schedule for consultant firm members and participating individuals on team.

##### **E. Required Forms**

Submit all Required Forms (Attachments A-D)

## **V. SELECTION PROCESS**

### **A. Qualifications**

All proposals received by the due date will be evaluated by the RTA. Only information which is received in response to the RFP or any subsequent interview will be evaluated. RTA will judge the responses of each proposing firm in several critical areas. The RTA, at its discretion may invite selected proposers to an oral interview to further assess qualifications and assist in the final selection process.

### **B. Selection Criteria**

The RTA will select the most qualified proposer based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Firm to Perform the Scope of Services.

An assessment of the experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of financial planning consulting services the organization or its employees have completed; the variety and creativity of projects completed and a demonstration of the organization's ability to be responsive to the RTA's need for financial planning consulting services. A proven track record advising clients on federal grant programs preferred.

2. Capabilities of the Consultant Team Members.

Assessment of the capabilities of the individuals that will be engaged in the financial planning consulting services. Qualities and indicators that will receive consideration include what professionals will be the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on providing similar financial planning consulting services.

3. Billing Rate

Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates through the first fiscal year for the contract, from July 1, 2023 through June 30, 2024. For Fiscal Years 2024 to 2026 the RTA will consider renegotiation of the billing rates prior to the start of each fiscal year, not to exceed 4%.

## **VI. PROPOSAL INSTRUCTIONS AND GUIDELINES**

The following table outlines the proposal instructions and guidelines. Any penalty or disqualification actions are clearly identified in the table. Violations that do not result in a penalty or a disqualification action may still affect the consultant's overall proposal score as part of the evaluation process.

<b>Proposal Instructions and Guidelines</b>		
<b>Instruction</b>	<b>Description of Requirement</b>	<b>Violation Penalty or Disqualification</b>
Page Limits	The maximum allowable number of pages for the proposal is 10. The Cover Page, Consultant Proposed Staffing Plan, resumes, required forms, and section divider tabs do not count toward the page limitation.	Additional pages will be removed
Page Sizes	Allowable page size is 8 ½ x 11.	Pages violating size requirement will be removed
Consultant Proposed Staffing Plan	Provide a copy of the <b>Consultant Proposed Staffing Plan (Attachment B)</b> with no additional information beyond that which is required.	If additional information is provided, the Staffing Plan will be removed
Margins	Provide one-inch (1") margins throughout the proposal; consultant name/logo and page headers/footers may be within the margins	Guideline
Font and Line Spacing	Use a 10-point [or greater] Arial or Times New Roman font	Guideline
PDF Submission	Send proposals via e-mail in PDF format to <a href="mailto:info@rtaok.org">info@rtaok.org</a>	Guideline
Proposal Deadline	Send proposals to <a href="mailto:info@rtaok.org">info@rtaok.org</a> prior to 5:00 P.M Central Time on deadline date.	Disqualification
Interviews	If interviews are required, attend the date and time instructed by RTA Owner's Representative	Disqualification
Cover Page	Provide a complete <b>Cover Page</b> , including a signed, verbatim acknowledgement as identified in <b>Attachment A</b> .	Disqualification
DBE Goal	While there isn't a current DBE goal, we encourage all certified DBE contractors to apply. All prime contractors are encouraged to visit <a href="https://okdot.gob2g.com/">https://okdot.gob2g.com/</a> to see ODOT's DBE database for an up-to-date list of available DBEs should they need any subcontracting work.	Guideline
Required Forms	Submit all <b>Required Forms</b> , as identified in <b>Attachments A-E</b> .	Disqualification

## VII. ANTICIPATED TIMELINE

May 1, 2023	Issue Request for Proposals – First Advertisement Date
May 8, 2023	Second Advertisement Date
May 16, 2022 9:00 a.m. – 10:00 a.m.	Pre-proposal conference, RTA, 431 W. Main St., Suite B, Oklahoma RTA, OK 73102. Attendance is encouraged, but not a requirement for proposal. This meeting will also be available virtually +1 (405) 534-4946 Phone Conference ID: 135 188 680#. All callers on the conference call will be muted but may submit questions in writing until 5:00 p.m. on April 18 to <a href="mailto:info@rtaok.org">info@rtaok.org</a> .
May 16, 2023 5:00 p.m.	Questions regarding proposal due

May 24, 2023 5:00 p.m.	RTA will post responses to questions at <a href="http://www.rtaok.org">www.rtaok.org</a>
June 7, 2023 5:00 p.m. CST	<b>PROPOSALS DUE</b> electronically to info@rtaok.org
June 20, 2023 8:00 a.m. – 1:00 p.m.	RTA to conduct selection interviews (if needed)
July 19, 2023	Award of Agreement
July 30, 2023 or later	Notice to proceed

## VIII. CONSULTANT REQUIREMENTS

1. All communications, of any nature with respect to this RFP, shall be to the RTA Owner's Representative. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the RTA Board of Directors, the Evaluation Committee, or RTA/COTPA staff.
2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation.
3. Respondent and all sub-consultants, at its sole expense, shall obtain and maintain during the term of any agreement all appropriate permits, certificates, and licenses which will be required in connection with the performance of services hereunder.
4. Respondent will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.
5. This RFP, its addenda, along with all documents provided by the successful respondent(s) will become part of the awarded contract and subject to the terms and conditions of the contract.
6. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. RTA assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each respondent shall hold RTA harmless and free from all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.
7. Proposals and their content become property of RTA, are treated as non-public records until the contract has been executed by all necessary officials of the respondent and RTA, and are subject to the Oklahoma Open Records Act.
8. Notice to Proceed will be issued by RTA Owner's Representative after contract execution. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.



9. All protests with respect to this solicitation must be in writing and received by RTA within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:

RTA Owner's Representative Kathryn@HolmesAssociatesLLC.com

10. Respondent shall comply with all insurance terms and conditions contained in Exhibit D, incorporated herein.
11. All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the parties represented.

## **IX. RTA RIGHTS**

1. RTA reserves the right to reject all proposals received because of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of RTA. This solicitation of proposals in no way obligates RTA to award a contract. Interviews, if requested, will take place at the RTA offices.
2. RTA reserves the right to cancel or reject all or a portion or portions of the request for proposal without notice. Further, RTA makes no representations that any agreement will be awarded to any organization submitting a proposal.
3. A proposer may withdraw the proposal at any time prior to the award of the contract. A proposal may also be retrieved from RTA and resubmitted only prior to the date and time listed for submission. Proper identification and a formal letter will be required to withdraw the proposal.
4. All proposals become the property of RTA upon submission.

## **X. EXHIBITS**

- A.** Scope of Services
- B.** Sample Master Service Agreement
- C.** Required Forms
- D.** Insurance Requirements
- E.** Federal Terms and Conditions

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FINANCIAL PLANNING CONSULTING SERVICES**

The RTA is seeking qualified professional firms to provide independent financial planning consulting services to assist staff with the services identified below. The final scope of work will be determined by RTA with the selected Financial Consultant.

- Develop and maintain short-term and long-range financial plans.
- Oversee execution of capital project debt financings.
- Perform revenue adequacy evaluations.
- Provide economic evaluations.
- Provide investment recommendations, as needed.
- Advise of changes in Federal and State laws and regulations.
- Manage relationships with commercial partners, banks, rating agencies and other financial entities.
- Advise and assist in the preparation of appropriate financial and investment policies of the RTA.
- Provide all financing planning services as requested.

**EXHIBIT B****SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL  
PLANNING CONSULTING SERVICES**

This Professional Services Agreement ("**Agreement**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the Regional Transportation Authority of Central Oklahoma ("RTA"), a public trust created pursuant to 68 O.S. §1370.7 and 60 O.S. §176, et seq., as amended, and COMPANY, (a corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the "**Provider**"), in reference to the following facts and circumstances:

**RECITALS**

- A. The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing RTA councils of Oklahoma RTA, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.
- B. Provider is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.
- C. RTA and Provider desire to enter into an agreement for Financial Planning Consulting Services upon the terms and conditions herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the RTA and Provider agree as follows:

**1. TERM**

The term of this Agreement shall be three (3) years commencing on the 1<sup>st</sup> day of July 2023, and shall terminate on the 30<sup>th</sup> day of June 2026 unless terminated earlier as set forth herein.

This Agreement may be mutually extended after the initial three (3) year term, on a year-by-year basis, for up to two (2) additional one (1) year terms, at the sole discretion of the RTA, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The RTA may submit written notice that the Agreement is to be extended at the same terms and compensation as the initial Agreement.

## 2. COMPENSATION

a. **“Not to Exceed” Compensation.** The compensation payable to Provider for requested services identified in this Agreement shall not exceed \$100,000 per fiscal year for each of the three (3) fiscal years for a total contract amount of \$300,000. At the end of the three (3) year term, RTA may extend the term of this Agreement for up to two (2) additional one (1) year periods with a not-to-exceed compensation amount of \$100,000 per year by providing advance written notice to Provider and written confirmation by Provider thereof. RTA reserves the right to not request any services of Provider during the entire duration of this Agreement. Provider shall only be paid for services performed under this Agreement to the extent authorized by the written Task Order approved by the RTA. The RTA does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when Provider’s services are not utilized by RTA.

b. **Invoicing Procedures & Records**

- i. Monthly on the twenty-fifth (25th) calendar day of each month, *Provider* shall submit invoices to the RTA Owner’s Representative for payment in the form specified by the RTA. Such invoices must be received by RTA Owner’s Representative no later than the twenty-fifth (25th) calendar day of the month to ensure *Provider’s* invoice will be included with RTA Owner’s Representative’s month-end submission to RTA. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover time and materials incurred by *Provider* in performance of a Task Order during the preceding accounting period. Supporting documentation for all fees and costs contained in the invoice will be submitted with each invoice.
- ii. The RTA Owner’s Representative and RTA shall have the right to disapprove specific elements of each invoice. The RTA Owner’s Representative shall provide, in writing, such disapproval to the Provider within twenty (20) business days of invoice submittal. Approval by the RTA Owner’s Representative and RTA shall not be unreasonably withheld. RTA will pay invoices approved and submitted by the RTA Owner’s Representative at the next board meeting, but no more than sixty (60) days from receipt.
- iii. The Provider shall submit with each invoice cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of the RTA Owner’s Representative, written or electronic data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. The Provider shall make such documents available for inspection and copying by the RTA whenever requested by the RTA.
- iv. The Provider may seek reimbursement for food purchased from its employees while in travel status for work pursuant to this Agreement. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the

IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. Claims for such reimbursement shall be submitted on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip, and will include a detailed or itemized receipt or documentation. Additionally, the RTA requires the Provider to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

c. **Provider's Failure to Perform.** In the event Provider performs services which do not comply with the requirements of this Agreement, Provider shall, upon receipt of written notice from RTA, re-perform the services (without additional compensation to Provider). If Provider's failure to perform in accordance to this Agreement causes damage to RTA, Provider shall reimburse RTA for the damaged incurred (which may be charged as an offset to Provider's payment).

### **3. SERVICES TO BE PERFORMED**

a. Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit "A" as requested. Provider acknowledges that the work plan included in Exhibit "A" is preliminary and does not commit RTA to request Provider to perform all or any tasks included therein.

b. At such time as services are needed by RTA from Provider, RTA will discuss with Provider the general parameters of the applicable scope of services. In response, Provider shall deliver to RTA, no later than ten (10) calendar days after the date of its discussion with RTA, a **"Preliminary Task Order,"** which shall include a scope of work and cost of proposal for the services needed by RTA. Provider's proposal shall include a breakdown of estimated hours and a work schedule. No work shall be performed by Provider until the Preliminary Task Order is accepted in writing by RTA as evidenced by RTA's issuance to Provider of a final **"Task Order."** Provider shall commence performance and complete all required services no later than the dates set forth in accordance with the approved, final Task Order.

### **4. TIME IS OF THE ESSENCE**

Provider and RTA agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by RTA. Provider shall submit all requests for extensions of time to RTA in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

### **5. STANDARD OF CARE**

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Provider shall perform services under this Agreement using a

standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

## 6. AUTHORIZED REPRESENTATIVES

- a. **RTA's Authorized Representative.** For the performance of services under this Agreement, Provider shall take direction from the RTA Owner's Representative, unless otherwise designed in writing by the Interim Executive Director.
- b. **Provider's Representative.** Provider understands that, in entering into this Agreement, RTA has relied upon the representations set forth in Provider's proposal regarding the qualifications of Provider's representatives. Accordingly, Provider shall not utilize any personnel other than those identified in Exhibit "C" without the prior written consent of RTA.

## 7. INDEPENDENT PARTIES

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. None of the benefits provided by RTA to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from RTA to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

## 8. NON-DISCRIMINATION

Consistent with RTA's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, RTA employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

## 9. HOLD HARMLESS

- a. Provider shall indemnify, defend, and hold harmless RTA, its Board of Directors, officials, agents, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider

shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

## **10. INSURANCE**

The Provider shall comply with all insurance terms and conditions contained in Exhibit D, incorporated herein.

## **11. COMPLIANCE WITH FEDERAL TERMS**

The Provider will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.

## **12. CONFLICT OF INTEREST**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity.

## **13. PROHIBITION AGAINST TRANSFERS**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the RTA. Provider shall submit a written request for consent to transfer to the RTA at least thirty (30) days in advance of the desired transfer. The RTA or designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the RTA under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

## **14. PERMITS AND LICENSES**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that may be required in connection with the performance of the services and tasks hereunder.

## **15. INFORMATION AND OWNERSHIP OF WORK PRODUCTS**

a. RTA has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional

information is required, Provider shall promptly notify RTA and RTA will deliver to Provider all requested information in RTA's possession to the extent permitted by applicable law. Provider shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from RTA within seven (7) business days from the date of RTA's final Task Order.

b. All drawings, plans, reports, maps, specifications, calculations, documents and intellectual property developed, prepared or discovered by Provider (including its employees and sub-providers) in connection with this Agreement, whether complete or in progress (collectively "**work product**") are the property of RTA and shall be delivered to RTA at the completion of Provider's services or upon demand by RTA, whichever occurs first; provided that Provider may retain a copy of the work product.

c. RTA acknowledges that its use of the work product is for the purposes contemplated by the scope of work in this Agreement and each final Task Order and Provider makes no representation regarding the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

d. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without the prior approval of the RTA.

e. Provider shall, at such time and in such form as the RTA may require, furnish reports concerning the status of services and tasks required under this Agreement.

f. Provider shall correct, at no cost to RTA, any and all errors, omissions, or ambiguities in the work product submitted to RTA, provided RTA gives notice to Provider.

g. If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

## **16. PROVIDER RECORDS**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by RTA that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of RTA or its designees during regular business hours upon reasonable prior notice. RTA has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by RTA's preliminary examination or audit of records, and the RTA's supplemental examination



or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

## 17. NOTICES

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) business days after notice is deposited in the U.S. mail or with a courier service in the manner described above.
- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
- d. All notices, demands, requests, or approvals from Provider to RTA shall be addressed to RTA at:

### **For the RTA**

RTA Interim Director  
ATTN: Jason Ferbrache  
2000 S. May Avenue  
Oklahoma City, OK 73108  
[Jason.ferbrache@okc.gov](mailto:Jason.ferbrache@okc.gov)  
Office Phone: 405.297.2262  
Cell Phone: 405.696.6262

With copy to:  
RTA Owner's Representative  
ATTN: Kathryn Holmes  
910 S Donner Way, Ste. 304  
Salt Lake City, UT 84108  
[kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com)  
Cell Phone: 703.999.4440

All notices, demands, requests, or approvals from RTA to Provider shall be addressed to Provider at:

[Provider Name]  
[Department] [Address]  
[RTA, State, zip]  
ATTENTION: [Title]  
Ph: (xxx) [xxx-xxxx] /  
Email:

## 18. SAFETY

- a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be

limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify RTA within twenty-four (24) hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to RTA a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

## **19. TERMINATION**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from RTA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, RTA may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, RTA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 18.c. shall survive the expiration or early termination of this Agreement.

## **20. ATTORNEYS' FEES**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment).

## **21. COMPLIANCE WITH ALL APPLICABLE LAWS**

During the term of this Agreement, Provider shall comply with all federal laws, regulations, requirements, terms, and conditions provided in **Exhibit X** (Federal Terms and Conditions) attached hereto.

## **22. CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of Oklahoma without regard to any choice of law rules which may direct the application of laws of another jurisdiction. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Oklahoma, State of Oklahoma.

### **23. WAIVER**

A waiver by RTA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

### **24. INTEGRATED CONTRACT**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both RTA and Provider.

### **25. CAPTIONS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

### **26. COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

### **27. SIGNATORY**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

### **28. CONTROLLING AGREEMENT**

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

APPROVED by Provider this \_\_\_\_ day of \_\_\_\_\_, 2023.

I, \_\_\_\_\_, \_\_\_\_\_, of Provider intend all promises in this writing to be valid and legally enforceable and represent and warrant that I have authority to bind Provider to this Agreement.

**Provider**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Commission Expiration

APPROVED by the directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL OKLAHOMA**

\_\_\_\_\_  
Mary Mélon, Secretary

\_\_\_\_\_  
Brad Henry, Chairperson

REVIEWED for form and legality.

\_\_\_\_\_  
Joshua Minner  
Assistant Municipal Counselor

**EXHIBIT C**  
**REQUIRED FORMS**  
**FORM A-20**  
**CONTRACT AWARD OFFER AND ACCEPTANCE FORM**  
**Include in Request for Proposals**

**RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**Offeror shall complete this form and include this form in the price proposal.**

**OFFER**

By execution below the Offeror \_\_\_\_\_ hereby offers to furnish equipment and services for \$ \_\_\_\_\_ as specified in the RTA Request for Proposals (Number: \_\_\_\_\_) for (description of item or service) \_\_\_\_\_

\_\_\_\_\_ including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: \_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

**Additional Notes:** \_\_\_\_\_

**NOTICE OF AWARD**

By execution below, RTA accepts Offer as indicated above.

\_\_\_\_\_  
Name (Executive Director)

\_\_\_\_\_  
Signature

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
Required Contractor & Subcontractor Information**

Business Name	
Business Address1	
City	
State	
Zip Code	
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	
If you answered yes, to Question 1 or 2, how old is your firm?	
What are the firms annual gross receipts?	
Completed By:	
Title:	
Signature:	
Date:	

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
Participation Subcontractor Information & Schedule**

DBE Name			
DBE Address1			
City			
State			
Zip Code			
Contact Name			
Contact Phone Number			
Contact E-Mail Address			
Participation % of Total Contract Value			
Description of Work to Be Performed			
Race and Gender of DBE Owner			



**LETTER OF INTENT TO SUBCONTRACT**

Name of bidder/offeror \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name of DBE firm \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

\*Ethnicity: \_\_\_\_\_ Age of Firm: \_\_\_\_\_ Annual Gross Receipts: \_\_\_\_\_

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_

Bidder/offeror: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Title)

**Affirmation**

The above- named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

DBE: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Title)

**If the bidder/offeror does not receive award of the prime contract, and all representations in this Letter of Intent and Affirmation shall be null and void.**

**CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this Contract Agreement, the contractor/sub-contractor agrees as follows:

**(1) Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the contractor/sub-contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor/sub-contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**(2) Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the contractor/sub-contractor:

**(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor/sub-contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect in the course of the project. The contractor/sub-contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

**(b) Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the contractor/sub-contractor agrees to refrain from discriminating against present and prospective employees for reason of age. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

**(c) Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor/sub-contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

**(3)** The contractor/sub-contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I have read the above clause and agree to abide by its requirements.

Name of contractor/sub-contractor

Name and title of Authorized Agent

State of \_\_\_\_\_) §County of \_\_\_\_\_  
)

Notary Public \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission Expires:\_\_\_\_\_

Company Name\_\_\_\_\_

Signature\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**DBE QUALIFICATION FORM**

\_\_\_\_\_ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT)?

**In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm *must* meet the following eligibility criteria stated in 49 CFR Part 26:**

The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of the following socially or economically disadvantaged group:

- a. African American
- a. Hispanic American
- b. Native American
- c. Asian-Pacific American
- d. Subcontinent-Asian American
- e. Woman

\_\_\_\_\_ Does your firm meet the following requirements to qualify as a DBE under the Department of Transportation DBE program?

\_\_\_\_\_ Others certified as disadvantaged (an individual who is not a member of the groups listed above can still be certified as a DBE by establishing their socially disadvantaged status).

\_\_\_\_\_ The disadvantaged individual must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence.

\_\_\_\_\_ The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest, and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.

\_\_\_\_\_ The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.

\_\_\_\_\_ If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. (This rule varies from state to state. For example, if your state allows someone else to qualify your business then you should be able to certify your firm without possessing the particular license or credential on your own).

Contact Oklahoma Department of Transportation (ODOT) at 405 – 521 - 6046 if you need information regarding DBE Certification.

Please print the following information:

Firm Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Obtaining Certification as a DBE**

Firms meeting the eligibility standards must contact the specific state or local transportation entity for which they wish to participate in contracts. In addition to requesting documentary evidence substantiating a firm's size, owner's PNW, independence, and an individual's ownership and control, recipients are required to perform an on-site visit to the firm's offices and job sites. Firms can obtain instructions on how to apply to become a DBE by contacting the State Department of Transportation. To ease the burden of applying to multiple DOT recipients within a state, the Department requires a Unified Certification Program (UCP) to be developed so that applicants need only apply once for DBE certification that will be honored by all recipients in the state.

If you need information regarding DBE Certification, contact:

Oklahoma Department of Transportation  
Civil Rights Division, External Programs  
200 N.E. 21<sup>st</sup> Street, Room 1-C-5  
Oklahoma City, Oklahoma 73105  
(405) 521-6046 Fax: (405) 522-2136

Please print the following information:

Firm Name

Authorized Signature

Title

Date

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) NOTICE TO BIDDER/OFFERORS

Each bidder shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each bidder must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rollingstock: Appendix 9 I; DBE Certification for Rollingstock: Appendix 9 J (Required) Contract Assurance 026.13) — The overall DBE goal is       % and the contract DBE goal is       %. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but not limited to:

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT D INSURANCE REQUIREMENTS**

**Insurance Requirements.** SERVICE PROVIDER shall procure and maintain insurance at its own expense against claims which may arise from or in connection with the performance of the services hereunder by SERVICE PROVIDER, its officers, employees, agents, or subcontractors.

**Minimum Coverage.** Coverage shall include the following policies with limits at least as broad as that set forth:

**A. Commercial General Liability Insurance**

Commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with limits not less than one-million dollars (\$1,000,000) per occurrence.

**B. Automobile Liability Insurance**

Automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with limit no less than one-million dollars (\$1,000,000) per occurrence for bodily injury and property damage.

**C. Professional Liability (Errors and Omissions) Insurance**

Professional liability (errors and omissions) insurance appropriate to SERVICE PROVIDER's profession, with limit no less than one-million dollars (\$1,000,000) per occurrence.

**Duration of Coverage.** All insurance required under this Agreement shall be procured and maintained in full force and effect:

- A. Prior to and as a condition of approval of this Agreement; and
- B. For the duration of this Agreement.

In the event SERVICE PROVIDER procures and maintains professional liability insurance in the form of "claims-made" coverage, SERVICE PROVIDER will provide professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement.

**Additional Insureds.** All insurance (except professional liability) shall provide that the RTA is a named additional insured without reservation or restriction.

**Certifications and Endorsements.** SERVICE PROVIDER shall provide RTA with certificates of insurance and endorsement pages evidencing compliance with the terms of this Agreement prior to and as a condition of approval of this Agreement and on a timely basis upon request by the RTA for the duration of this Agreement. Certificates of insurance will list RTA as certificate holders and reflect in the "DESCRIPTION OF OPERATIONS" field: "Additional insured(s) on the listed policies are those required in the contract." The "DESCRIPTION OF OPERATIONS" field must also include the project number and project description or name.

**Confirmation Authority.** SERVICE PROVIDER authorizes RTA to confirm SERVICE PROVIDER's insurance compliance with its insurance agents, brokers, surety, and carriers.

**Authorized Companies.** All insurance must be from responsible insurance companies which are licensed to transact business in the state of Oklahoma and are acceptable to RTA. The insurance policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of the State of Oklahoma.

**Primary.** All insurance coverage of SERVICE PROVIDER shall be primary to any insurance or self-insurance program carried by RTA.

**Deductibles.** All policies must be fully insured with any single policy deductible not exceeding twenty-five thousand dollars (\$25,000). All deductibles must be declared on the certificate of insurance. If no deductible is declared, SERVICE PROVIDER is affirming a deductible does not

exist and thus a deductible is not approved or accepted. If SERVICE PROVIDER's deductible is different than declared, then RTA will hold an equal amount from pay claims until RTA has a retainage sufficient to cover the deductible.

**Occurrence Policies.** All policies shall be in the form of "occurrence" coverage; provided professional liability insurance may be procured and maintained in the form of "claims-made" coverage, only if SERVICE PROVIDER provides professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement.

**General Aggregate.** Should any of the insurance required under this Agreement be provided under a form of coverage that includes a general aggregate limit, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limits.

**Subrogation Waived.** SERVICE PROVIDER hereby grants to RTA a waiver of any right to subrogation which any insurer of said SERVICE PROVIDER may acquire against RTA by virtue of the payment of any loss under such insurance.

**Severability of Interest.** Except with respect to limits of insurance, all liability policies must provide that with respect to claims involving any insured hereunder, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured.

**Change or Cancellation.**

- A. SERVICE PROVIDER shall provide actual prior notice to RTA of any change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement and shall use all reasonable endeavors to do so as soon as possible, but at least thirty (30) days prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless SERVICE PROVIDER has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing SERVICE PROVIDER has been and will continue to be in full compliance with the insurance terms of this Agreement.
- C. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, RTA may at its sole option suspend this Agreement until there is full compliance with the insurance terms and conditions or terminate this Agreement and seek damages for a breach of this Agreement.
- D. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, SERVICE PROVIDER shall be fully responsible and liable for and RTA may at its option withhold payment otherwise due SERVICE PROVIDER to pay any claim by RTA for any loss, damages, costs, or expenses, including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, or terminated insurance policy or coverage been in effect without limitation as to the policy amount.

**Surviving Terms.** The insurance Terms and Conditions herein will survive the expiration and termination of this Agreement and any stop work under this Agreement.



## **EXHIBIT E**

### **FEDERAL TERMS AND CONDITIONS**

For all contracted relationships, RTA requires that the provider of goods and services comply with RTA's Federal Contractual Terms and Conditions.

As a recipient of Federal Transportation Administration (FTA) grants, RTA agrees annually in the Master Agreement with FTA (<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>) to adhere to all applicable federal laws, regulations, and directives associated with federal funding along with the FTA Certifications and Assurances for Federal Funding Assistance Program. RTA's construction contractors are also required to comply with those federal clauses to which are herein incorporated by reference and made a part of this Agreement. The FTA Certifications and Assurances are available at the following link:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

#### **CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement December 7, 2020, between RTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Further, Contractor acknowledges and understands that federal requirements that apply to the Contract may change due to changes in federal law, regulation, other requirements, or guidance, or changes in RTA's underlying agreement with the Federal Government under which federal assistance for the Project was awarded to RTA including any information incorporated by reference and made part of that underlying agreement. Contractor understands and agrees that applicable changes to those federal requirements will apply to this Contract and parties thereto at any tier.

#### **(A-1) ACCESS TO RECORDS AND REPORTS**

##### **Record Retention**

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

##### **Retention Period**

Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

##### **Access to Records**

Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

##### **Access to the Sites of Performance**

Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### **(A-4) Buy America Requirements for Certain Purchases**

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor agrees to comply with 49 U.S.C. 5323(j), as amended, and 49 C.F.R. part 661, as amended, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA funded/assisted projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, as amended. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), as amended, and 49 C.F.R. § 661.11, as amended.

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor must submit to RTA the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

**SELECT ONLY ONE OF THE FOLLOWING CERTIFICATES. SELECTING BOTH WILL DEEM YOUR BID NON-RESPONSIVE.**

☐

*Certificate of Compliance with Buy America Requirements*

Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR Part 661.

☐

*Certificate of Non-Compliance with Buy America Requirements*

Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, but it may qualify for an exception pursuant to such authorities.

\_\_\_\_\_  
Signature of Contractor's Authorized Official  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official  
\_\_\_\_\_  
Date

#### **(A-7) Clean Air Act & Federal Water Pollution Control Act (Contracts Exceeding \$100,000)**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor shall report each violation to FTA and the Regional Office of the Environmental Protection Agency (EPA).

Further, Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contractor shall require all subcontractors to agree to comply with the foregoing and shall include such provisions in all subcontracts of every tier.

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

#### **(A-8) Civil Rights & Equal Opportunity**

The **Contracting Entity** is an Equal Opportunity Employer. As such, the **Contracting Entity** agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the **Contracting Entity** agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

### ***1. Nondiscrimination.***

In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

#### ***Race, Color, Religion, National Origin, Sex.***

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

#### ***Age***

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

#### ***Disabilities***

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.* and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities," 49 C.F.R., part 37; Joint Access Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R., part 27; U.S. Department of Justice ("DOJ") regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R., part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36; U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R., part 1630; Federal Communications Commission regulations, "Telecommunications Relay Services and Related RTA Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R., part 64, subpart F; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R., part 609.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

## **(A-9) Disadvantaged Business Enterprise (DBE)**

### **Contract Assurance**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of United States Department of Transportation ("DOT") -assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RTA deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the **Contracting Entity** makes to the Contractor. In the event this Contract contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains RTA's prior written consent; and that, unless RTA's written consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

### **Overview**

It is the policy of the **Contracting Entity** and the DOT that DBE's, as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the **Contracting Entity** to:

- A. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- B. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- C. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 40 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- E. Help remove barrier to the participation of DBEs in DOT assisted contracts;
- F. To promote the use of DBEs in all types of federally assisted contracts and procurement

activities; and

- G. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The **Contracting Entity** shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the **Contracting Entity** may consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the **Contracting Entity**.

### **DBE Participation**

For the purpose of this Contract, the **Contracting Entity** will accept only DBE's who are:

- A. Certified, at the time of bid opening or proposal evaluation, by the Oklahoma Department of Transportation (ODOT); or
- B. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

### **DBE Participation Goal**

The DBE participation goal for this Contract is set at **0%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 0%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Contractor non-responsive.

### **Proposed Submission**

Each Contractor, as part of its proposal submission, shall supply the following information:

- A. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- B. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the **Contracting Entity**.
- C. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- D. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

### **Good Faith Efforts – (Not Applicable if the DBE Goal is 0%)**

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the **Contracting Entity** will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the **Contracting Entity** will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the **Contracting Entity's** DBE Coordinator (questions of RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- B. Pre-bid meeting attendance. At the pre-bid meeting, the **Contracting Entity** generally informs potential Proposer's of DBE subcontracting opportunities;
- C. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- D. Written notification to DBE's encouraging participation in the proposed Contract; and
- E. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- A. The names, addresses, and telephone numbers of DBE's that were contacted;
- B. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- C. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take-into-account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal but meets or exceeds the average DBE participation obtained by other Proposers, the Authority may view this as evidence of the Contractor having made good faith efforts.

### **Administrative Reconsideration**

Within five (5) business days of being informed by the **Contracting Entity** that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the **Contracting Entity's** Procurement Coordinator. The Procurement Coordinator will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The **Contracting Entity** will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate.

### **Prompt payment**

As per 49 CFR §26.29, prime contractors shall pay subcontractors for satisfactory work performed of their contracts no later than 30-days from receipt of payment from the CONTRACTING ENTITY. The prime contractor shall also return any retainage payments to the subcontractor within 30-days of the subcontractor's work being satisfactorily completed.

### **Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the

**DBE Participation Schedule** (see below) without the **Contracting Entity's** prior written consent. The **Contracting Entity** may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate,

the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the **Contracting Entity** in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### **Continued Compliance**

The **Contracting Entity** shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the Contracting Entity that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Oklahoma Department of Transportation ("ODOT"). Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

The **Contracting Entity** to have access to necessary records to examine information as the **Contracting Entity** deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Contractor and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the **Contracting Entity**, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section

### **Sanctions for Violations**

If at any time the **Contracting Entity** has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the **Contracting Entity** may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- A. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- B. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein

### **(A-11) Energy Conservation**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**(A-13) Government-Wide Debarment, Suspension, Ineligibility & Voluntary Exclusion (Contracts Exceeding \$25,000)**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award. By signing and submitting its proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by RTA. If it is later determined by RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official  
Date

**Notification to FTA; Flow Down Requirement**

If a current or prospective legal matter that may affect the Federal Government emerges, the bidder or proposer must promptly notify the **Contracting Entity**. The Contractor must include a similar notification requirement in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

**(A-14) LOBBYING (Contracts Over \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the



extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official Date

#### **(A-15) No Government Obligation To Third Parties**

RTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **(A-18) Program Fraud And False Or Fraudulent Statements Or Related Acts**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the

subcontractor who will be subject to the provisions.

**(A-20) Recycled Products (Recovered Materials) (Applicable to Contracts with EPA Designated Items Valued at \$10,000 or more)**

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

**(A-21) Safe Operation Of Motor Vehicle Seat Belt Use**

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or RTA.

**Distracted Driving**

Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

**(A-23) Seismic Safety**

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

**(A-25) TERMINATION (Contracts exceeding \$10,000)**

**Termination for Convenience or Default (Architect and Engineering)**

The **Contracting Entity** may terminate this contract in whole or in part, for the **Contracting Entity's** convenience or because of the failure of the Contractor to fulfill the contract obligations. The **Contracting Entity** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **Contracting Entity's** Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. **Contracting Entity** has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the **Contracting Entity**, the **Contracting Entity's**

Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the **Contracting Entity** may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the **Contracting Entity**.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of **Contracting Entity**.

### **Termination by RTA for Breach or Default**

If Contractor does not deliver the Services in accordance with the Performance Schedule or in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, RTA may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract Price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

### **Opportunity to Cure**

RTA, in its sole discretion may, in the case of a termination for breach or default, allow Contractor [seven (7)] calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [seven (7)] calendar days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate this Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

## **(A-26) VIOLATION & BREACH OF CONTRACT**

### **Rights and Remedies of the AGENCY**

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this

Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

## **Disputes**

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

## **Performance during Dispute**

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

## **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.A-77

## **Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

## **Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights

and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (last revised March 18, 2013) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

***By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the Contractor. Thus, the Contractor agrees to comply with all City, State and Federal statutes, regulations, executive orders, and administrative guidance required for this Agreement. In signing this document, I declare under penalties of perjury that the forgoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct.***

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument, the day, month and year first above written.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Failure to properly execute and attached these contracts clauses will result in the bid being deemed unresponsive.

## ATTACHMENT A

Cover Page	
Date	
Project Name and Description	
Prime Consultant	
Prime Consultant's Federal ID#	
Sub-Consultants (if any)	
Primary Contact	
Primary Contact Name (Prime)	
Address	
RTA, State, Zip	
Email	
Office Phone	
Cell Phone	
Secondary Contact	
Secondary Contact Name (Prime)	
Address	
RTA, State, Zip	
Email	
Office Phone	
Cell Phone	
Acknowledgement	
<p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.</p>	
Signature	
Name	
Title	

## ATTACHMENT B

### Consultant Proposed Staffing Plan

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level

Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (\*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.

# Architect-Engineer and Related Services Questionnaire for Specific Project

✿ ✿

\*

SOL \*

5a. Has this Joint-Venture previously worked together?    Yes                      No



6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)		
x)		
x)		
x)		
x)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm _____ With Other Firms _____	
e. Education: Degree(s)/Year/ Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm _____ With Other Firms _____	d. Years experience: With This Firm _____ With Other Firms _____
e. Education: Degree(s)/Year/ Specialization	e. Education: Degree(s)/Year/ Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible



10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm' qualifications for the proposed project.

11. The foregoing is a statement of facts.

Date:

Signature: \_\_\_\_\_

Typed Name and Title:

## ATTACHMENT C

### LETTER OF AUTHORIZATION

This letter of authorization must be completed and signed if the bid/pricing agreement/contract form & non- discrimination statement was not signed by the owner, a general partner, or an officer of the corporation

*This document can be uploaded electronically as an attachment to one of the line items on the electronic bid.*

#### Regional Transportation Authority of Central Oklahoma:

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and  
all forms related to on behalf of \_\_\_\_\_ .  
Company Name

Sincerely,

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Email Address

Title: *(must be checked)*

☐ Owner

☐ Chief Executive Officer [CEO]

☐ Chairman or Chairman of the Board

☐ President

☐ Vice-President

☐ Treasurer

☐ Secretary

☐ Assistant Secretary

☐ Secretary-Treasurer

☐ Other: \_\_\_\_\_

BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS DOCUMENT  
PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM.

## ATTACHMENT D

### ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any RTA/trust official, RTA/trust employee or RTA/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or RTA/trust official, RTA/trust employee or RTA/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any RTA/trust official, officer or employee of the RTA or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

**The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the agreement/contract, and the requirements for proposers.**

#### THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL

\_\_\_\_\_  
Type Name of Authorized Agent Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address Zip Code

\_\_\_\_\_  
Telephone Number and Fax Number if any

#### TO BE COMPLETED BY THE NOTARY:

State of \* )  
County of \* ) SS.  
[\*State and County where notarized must be written in for bid to be considered.] )

Signed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.  
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: \_\_\_\_\_  
[Oklahoma]

Type Name of Notary Public

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Request for Proposals for On-Call Engineering Consultant Services (RTA 23-001); and authorize the Interim Executive Director to advertise.

**Background** A Request for Proposals (RFP) has been developed in order to solicit a professional engineer to perform on-call services and provide a full range of engineering services, including but not limited to, civil design, oversight, and coordination of capital improvement projects.

When services are needed, the consultant will provide a "Preliminary Task Order," which shall include a scope of work and cost of the proposal. No work will be performed until the Preliminary Task Order is accepted in writing.

The RTA will award one or more on-call contracts for a term of three years with an option to renew for two additional one-year terms.

**Recommendation:** Request for Proposals be approved, and the Interim Executive Director be authorized to advertise.

Reviewed by:

Jason Ferbrache  
Interim Executive Director



## **REQUEST FOR PROPOSALS (RFP)**

### **ON-CALL ENGINEERING CONSULTANT SERVICES**

#### **RELEASE DATE:**

May 1, 2023

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# **REQUEST FOR PROPOSALS**

## **On-Call Engineering Consultant Services**

### **I. INTRODUCTION**

The Regional Transportation Authority of Central Oklahoma ("RTA") invites qualified firms to submit a proposal to perform on-call engineering consultant services for the RTA. RTA desires to obtain the services of one or more outside organizations to assist with engineering services for capital improvement projects on an as-needed basis. The RTA will award one or more on-call contracts for a term of three-years with an option to renew for two additional one-year terms.

RTA anticipates the services may be funded with USDOT, FRA, or FTA planning funds and future activities will be supported with FTA discretionary grant funding, requiring the consultant to adhere to all applicable FTA Capital Investment Grant New Starts requirements.

### **II. BACKGROUND**

The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing RTA councils of Oklahoma RTA, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

Prior to the formation of the RTA, the Central Oklahoma Region had undertaken numerous studies to advance high-capacity RTA transit. The studies are available for review at [www.rtaok.org](http://www.rtaok.org).

#### **A. Studies Currently Underway**

The RTA currently is completing an Alternatives Analysis Update for two corridors: The North/South Corridor and the East Corridor. The North-South corridor is in the BNSF right-of-way serving the region through the communities of Edmond, Oklahoma RTA, and Norman. The alignment and transit mode have not been finalized yet and are dependent upon RTA and BNSF reaching an agreement. RTA and BNSF are exploring this alignment option as a possibility, however, and BNSF is working to determine if the commuter service will be compatible with the freight obligations at this time. Currently, the project team is studying the type of commuter rail operation that best meets the needs of the community. The project team is also studying station locations to maximize ridership and efficiency, and the placement of an operations and maintenance facility.

High-capacity RTA transit services of all types are being studied to serve the region through the east corridor communities from the Santa Fe Station in Oklahoma RTA to Tinker Airforce Base. This corridor is being fully examined for mode and alignment. The RTA will consider community demographics, travel patterns, and needs that influence the types of transit that will best-serve the corridor.

The RTA anticipates selecting a Locally Preferred Alternative for the North/South corridor and the East Corridor prior to June 30, 2023.

## **B. Studies Pending Federal Grant Agreement**

The Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project ("EDEI Project") will conduct an Alternatives Analysis of two regional transit corridors in the Oklahoma RTA metropolitan area. Multiple transportation options will be reviewed in each corridor, including rail, highway, and arterial streets.

The two corridor locations that will be studied as part of the EDEI Project are an Airport Corridor and a West Corridor. The Airport Corridor will connect Downtown Oklahoma RTA to the Will Rogers World Airport. This corridor travels southwest of downtown and includes multiple arterial streets with active and high-ridership bus service, an active BNSF rail segment, as well as an abandoned rail corridor. The West Corridor will study connections from Downtown Oklahoma RTA west towards the cities of Yukon and Mustang in its study area. This corridor parallels portions of I-40, Reno Ave, and an active Union Pacific rail corridor, each of which will be reviewed in the analysis.

Both corridors provide the opportunity for new regional transit connections that do not currently exist, greatly benefitting transportation access, as well as economic development opportunities. The potential for new transit services to utilize the recently renovated Santa Fe Station in Downtown Oklahoma RTA will be included in the review of each corridor.

The EDEI Project has qualified for a USDOT RAISE Grant and the RTA anticipates finalizing the Paper Grant Agreement soon. Once executed, the Alternatives Analysis will commence with a project duration of 15 months.

## **III. SCOPE OF SERVICES**

Attached as Exhibit A is the Scope of Services listing major work tasks that may be requested. The RTA's usage of the consultants' services is on an as-needed basis so that if the demand is not there, then the services will not be requested. For each on-call service request, the consultant and the RTA will agree upon the specific scope of work and cost for that project. The RTA has the right to retain other consulting firms in its sole discretion when the RTA believes there will be an economic or other significant advantage for doing so. Services for each contract will be provided on a negotiated fee basis, per work order. No minimum amount of work is guaranteed under these agreements. Compensation will be based on time and materials with a not-to-exceed limit agreed upon by both Consultant and RTA before work begins.

## **IV. PROPOSAL FORMAT**

All proposals shall include the following minimum information:

### **A. Description of Organization, Management and Team Members**



Provide a description of the team/consultant organization. The organization description should clearly identify who will be the project manager for this term contract, and the day-to-day contact person for the job. Include resumes of key personnel. RTA expects to work with the same project manager during the term of the contract, but expects that the team will be tailored to the size of each individual project.

## **B. Organization Qualifications**

Provide an outline of the organization qualifications indicating relevant background, experience and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If available, give examples of other on-call services contracts. If the proposing firm is likely to be using a subconsultant for the type of work discussed in the Scope of Services, provide information on that subconsultant.

## **C. References, Related Experience, and Examples of Work**

Provide client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed. Show small sized, medium sized and on-call service contracts, if available.

## **D. Fee Schedule**

Provide fee schedule for consultant firm members and participating individuals on team.

## **E. Required Forms**

Submit all Required Forms (Attachments A-D)

# **V. SELECTION PROCESS**

## **A. Qualifications**

All proposals received by the due date will be evaluated by the RTA. Only information which is received in response to the RFP or any subsequent interview will be evaluated. RTA will judge the responses of each proposing firm in several critical areas. The RTA, at its discretion may invite selected proposers to an oral interview to further assess qualifications and assist in the final selection process.

## **B. Selection Criteria**

The RTA will select the most qualified consultant(s) based on the following factors. As such, responses to the RFP should address the qualities and indicators that are listed below:

### **1. Ability of the Firm to Carry Out and Manage the Proposed Project**

An assessment of the experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety and creativity of projects completed and a demonstration of the organization's ability to be responsive to the RTA's need for an on-call consultant, the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

## **2. Capabilities of the Consultant Team Members**

Assessment of the capabilities of the individuals that will be engaged in the project. Qualities and indicators that will receive consideration include what professionals will be doing/working on each task; the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on similar projects.

## **3. Billing Rate**

Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates through the first fiscal year for the contract, from July 1, 2023 through June 30, 2024. For Fiscal Years 2024 to 2026 the RTA will consider renegotiation of the billing rates prior to the start of each fiscal year, not to exceed 4%.

# **VI. PROPOSAL INSTRUCTIONS AND GUIDELINES**

The following table outlines the proposal instructions and guidelines. Any penalty or disqualification actions are clearly identified in the table. Violations that do not result in a penalty or a disqualification action may still affect the consultant's overall proposal score as part of the evaluation process.

<b>Proposal Instructions and Guidelines</b>		
<b>Instruction</b>	<b>Description of Requirement</b>	<b>Violation Penalty or Disqualification</b>
Page Limits	The maximum allowable number of pages for the proposal is 10. The Cover Page, Consultant Proposed Staffing Plan, resumes, required forms, and section divider tabs do not count toward the page limitation.	Additional pages will be removed
Page Sizes	Allowable page size is 8 ½ x 11.	Pages violating size requirement will be removed
Consultant Proposed Staffing Plan	Provide a copy of the <b>Consultant Proposed Staffing Plan (Attachment B)</b> with no additional information beyond that which is required.	If additional information is provided, the Staffing Plan will be removed

Margins	Provide one-inch (1") margins throughout the proposal; consultant name/logo and page headers/footers may be within the margins	Guideline
Font and Line Spacing	Use a 10-point [or greater] Arial or Times New Roman font	Guideline
PDF Submission	Send proposals via e-mail in PDF format to <a href="mailto:info@rtaok.org">info@rtaok.org</a>	Guideline
Proposal Deadline	Send proposals to <a href="mailto:info@rtaok.org">info@rtaok.org</a> prior to 5:00 P.M Central Time on deadline date.	Disqualification
Interviews	If interviews are required, attend the date and time instructed by RTA Owner's Representative	Disqualification
Cover Page	Provide a complete <b>Cover Page</b> , including a signed, verbatim acknowledgement as identified in <b>Attachment A</b> .	Disqualification
DBE Goal	While there isn't a current DBE goal, we encourage all certified DBE contractors to apply. All prime contractors are encouraged to visit <a href="https://okdot.gob2g.com/">https://okdot.gob2g.com/</a> to see ODOT's DBE database for an up-to-date list of available DBEs should they need any subcontracting work.	Guideline
Required Forms	Submit all <b>Required Forms</b> , as identified in <b>Attachments A-E</b> .	Disqualification

## VII. ANTICIPATED TIMELINE

May 1, 2023	Issue Request for Proposals – First Advertisement Date
May 8, 2023	Second Advertisement Date
May 16, 2022 10:30 a.m. – 11:30 a.m.	Pre-proposal conference, RTA, 431 W. Main St., Suite B, Oklahoma RTA, OK 73102. Attendance in encouraged, but not a requirement for proposal. This meeting will also be available virtually +1 (405) 534-4946 Phone Conference ID: 848 763 946#. All callers on the conference call will be muted but may submit questions in writing until 5:00 p.m. on April 18 to <a href="mailto:info@rtaok.org">info@rtaok.org</a> .
May 16, 2023 5:00 p.m.	Questions regarding proposal due
May 24, 2023 5:00 p.m.	RTA will post responses to questions at <a href="http://www.rtaok.org">www.rtaok.org</a>
June 7, 2023 5:00 p.m. CST	<b>PROPOSALS DUE</b> electronically to <a href="mailto:info@rtaok.org">info@rtaok.org</a>
June 20, 2023 8:00 a.m. – 1:00 p.m.	RTA to conduct selection interviews (if needed)
July 19, 2023	Award of Agreement
July 30, 2023 or later	Notice to proceed

## VIII. CONSULTANT REQUIREMENTS

1. All communications, of any nature with respect to this RFP, shall be to Owner's Representative. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the RTA Board of Directors, the Evaluation Committee, or RTA/COTPA staff.
2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation.
3. Respondent and all sub-consultants, at its sole expense, shall obtain and maintain during the term of any agreement all appropriate permits, certificates, and licenses which will be required in connection with the performance of services hereunder.
4. Respondent will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.
5. This RFP, its addenda, along with all documents provided by the successful respondent(s) will become part of the awarded contract and subject to the terms and conditions of the contract.
6. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. RTA assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each respondent shall hold RTA harmless and free from all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.
7. Proposals and their content become property of RTA, are treated as non-public records until the contract has been executed by all necessary officials of the respondent and RTA, and are subject to the Oklahoma Open Records Act.
8. Notice to Proceed will be issued by RTA Owner's Representative after contract execution and when a project is desired. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.
9. All protests with respect to this solicitation must be in writing and received by RTA within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:  
  
RTA Owner's Representative  
Kathryn@HolmesAssociatesLLC.com
10. Respondent shall comply with all insurance terms and conditions contained in Exhibit D, incorporated herein.

11. All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the parties represented.

## **IX. RTA RIGHTS**

1. RTA reserves the right to reject all proposals received because of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of RTA. This solicitation of proposals in no way obligates RTA to award a contract. Interviews, if requested, will take place at the RTA offices.
2. RTA reserves the right to cancel or reject all or a portion or portions of the request for proposal without notice. Further, RTA makes no representations that any agreement will be awarded to any organization submitting a proposal.
3. A proposer may withdraw the proposal at any time prior to the award of the contract. A proposal may also be retrieved from RTA and resubmitted only prior to the date and time listed for submission. Proper identification and a formal letter will be required to withdraw the proposal.
4. All proposals become the property of RTA upon submission.

## **X. EXHIBITS**

- A.** Scope of Services
- B.** Sample Master Service Agreement
- C.** Required Forms
- D.** Insurance Requirements
- E.** Federal Terms and Conditions

## **EXHIBIT A**

### **SCOPE OF SERVICES**

### **ON-CALL ENGINEERING SERVICES**

RTA desires to obtain the services of one or more organizations to assist with Engineering Services for capital improvement projects. Proposers are encouraged to focus on their areas of strength and are not required to team with a large number of sub-consultants to cover all potential types of projects.

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide civil design and/or construction management services for RTA infrastructure.
3. Provide in-house personnel or subconsultants for civil, mechanical, electrical, and landscaping architecture.
4. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates, and other professional services.
5. Review and develop standard plans and specifications.
6. Respond to plan check comments for building permits.
7. During construction, make on-site visits; review material submittals, shop drawings, and test results; respond to RFIs; draft change orders; and review pay estimates.

Typical projects may include:

- Oversight and analysis of BNSF performed conceptual design and engineering to support passenger rail improvements in BNSF corridor.
- Conceptual design for enhanced transit facilities.
- Design for infrastructure to best support transit operations.
- Develop renderings, conceptual design images, and site plans of proposed transit facilities.
- Advancing from concept to detailed design and engineering for construction.
- Transit Center Design (Urban and Suburban) – site plan with layout dimensions, turning movements, bus staging areas, passenger waiting areas, paratransit and rideshare staging areas, operator lounge and restrooms, park-and-ride components, TOD opportunities, pedestrian/trail and bike connections, BikeShare facilities, etc.
- Park-and-Ride – site plan with layout dimensions, bus staging areas, passenger waiting areas, and auto parking.
- TOD Site Planning - layout, design, renderings/visualizations.
- Renderings – Illustrative sketches of proposed buildings for marketing and stakeholder engagement purposes.
- Project Visualizations/Virtual Reality – Three-dimensional computer simulations of a site plan, including virtual reality applications.

**EXHIBIT B****SAMPLE MASTER SERVICE AGREEMENT FOR ON-CALL  
ENGINEERING CONSULTANT SERVICES**

This Master Service Agreement ("**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 ("**Effective Date**"), by and between the Regional Transportation Authority of Central Oklahoma ("RTA"), a public trust created pursuant to 68 O.S. §1370.7 and 60 O.S. §176, et seq., as amended, and COMPANY, (a corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the "**Provider**"), in reference to the following facts and circumstances:

**RECITALS**

- A. The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing RTA councils of Oklahoma RTA, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.
- B. Provider is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.
- C. RTA and Provider desire to enter into an agreement for on-call Engineering professional services, upon the terms and conditions herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the RTA and Provider agree as follows:

**1. TERM:**

The term of this Agreement shall be three (3) years commencing on the 1<sup>st</sup> day of July 2023, and shall terminate on the 30<sup>th</sup> day of June 2026 unless terminated earlier as set forth herein.

This Agreement may be mutually extended after the initial three (3) year term, on a year-by-year basis, for up to two (2) additional one (1) year terms, at the sole discretion of the RTA, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The RTA may submit written notice that the Agreement is to be extended at the same terms and compensation as the initial Agreement.

## **2. COMPENSATION:**

a. **“Not to Exceed” Compensation.** The compensation payable to Provider for requested services identified in this Agreement shall not exceed \$100,000 per fiscal year for each of the three (3) fiscal years for a total contract amount of \$300,000. At the end of the three (3) year term, RTA may extend the term of this Agreement for up to two (2) additional one (1) year periods with a not-to-exceed compensation amount of \$100,000 per year by providing advance written notice to Provider and written confirmation by Provider thereof. RTA reserves the right to not request any services of Provider during the entire duration of this Agreement. Provider shall only be paid for services performed under this Agreement to the extent authorized by the written Task Order approved by the RTA. The RTA does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when Provider’s services are not utilized by RTA.

b. **Invoicing.**

- (1) Monthly on the twenty-fifth (25th) calendar day of each month, Consultant shall submit invoices to the Project Manager for payment in the form specified by the RTA. Such invoices must be received by Project Manager no later than the twenty-fifth (25th) calendar day of the month to ensure Consultant’s invoice will be included with Project Manager’s month-end submission to RTA. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover time and materials incurred by Consultant in performance of a Task Order during the preceding accounting period. Supporting documentation for all fees and costs contained in the invoice will be submitted with each invoice.
- (2) The Project Manager and RTA shall have the right to disapprove specific elements of each invoice. The Project Manager shall provide, in writing, such disapproval to the Consultant within twenty (20) business days of invoice submittal. Approval by the Project Manager and RTA shall not be unreasonably withheld. RTA will pay invoices approved and submitted by the Project Manager at the next board meeting, but no more than sixty (60) days from receipt.
- (3) The Consultant shall submit with each invoice cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of the Project Manager, written or electronic data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. The Consultant shall make such documents available for inspection and copying by the RTA whenever requested by the RTA.
- (4) The Consultant may seek reimbursement for food purchased from its employees while in travel status for work pursuant to this Agreement. Reimbursement will be made for the actual amount claimed up to the



federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. Claims for such reimbursement shall be submitted on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip, and will include a detailed or itemized receipt or documentation. Additionally, the RTA requires the Consultant to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

c. **Provider's Failure to Perform.** In the event Provider performs services which do not comply with the requirements of this Agreement, Provider shall, upon receipt of written notice from RTA, re-perform the services (without additional compensation to Provider). If Provider's failure to perform in accordance to this Agreement causes damage to RTA, Provider shall reimburse RTA for the damaged incurred (which may be charged as an offset to Provider's payment).

### **3. SERVICES TO BE PERFORMED:**

a. Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit "A" as requested. Provider acknowledges that the work plan included in Exhibit "A" is preliminary and does not commit RTA to request Provider to perform all or any tasks included therein.

b. At such time as services are needed by RTA from Provider, RTA will discuss with Provider the general parameters of the applicable scope of services. In response, Provider shall deliver to RTA, no later than ten (10) calendar days after the date of its discussion with RTA, a "**Preliminary Task Order**," which shall include a scope of work and cost of proposal for the services needed by RTA. Provider's proposal shall include a breakdown of estimated hours and a work schedule. No work shall be performed by Provider until the Preliminary Task Order is accepted in writing by RTA as evidenced by RTA's issuance to Provider of a final "**Task Order**." Consultant shall commence performance and complete all required services no later than the dates set forth in accordance with the approved, final Task Order.

### **4. TIME IS OF THE ESSENCE:**

Provider and RTA agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by RTA. Provider shall submit all requests for extensions of time to RTA in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

## **5. STANDARD OF CARE:**

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

## **6. AUTHORIZED REPRESENTATIVES:**

a. **RTA's Authorized Representative.** For the performance of services under this Agreement, Provider shall take direction from the RTA Owner's Representative, unless otherwise designed in writing by the Interim Executive Director.

b. **Provider's Representative.** Provider understands that, in entering into this Agreement, RTA has relied upon the representations set forth in Provider's proposal regarding the qualifications of Provider's representatives. Accordingly, Provider shall not utilize any personnel other than those identified in Exhibit "C" without the prior written consent of RTA.

## **7. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by RTA to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from RTA to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

## **8. NON-DISCRIMINATION:**

Consistent with RTA's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, RTA employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

## **9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless RTA, its Board of Directors,

officials, agents, employees, and volunteers (“**Indemnitees**”) from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys’ fees (“**Claims**”), arising from or in any manner connected to Provider’s negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. Provider’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

## **10. INSURANCE:**

The Provider shall comply with all insurance terms and conditions contained in Exhibit X, incorporated herein.

## **11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity.

## **12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the RTA. Provider shall submit a written request for consent to transfer to the RTA at least thirty (30) days in advance of the desired transfer. The RTA or designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the RTA under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or co-tenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

## **13. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that may be required in connection with the performance of the services and tasks hereunder.

#### **14. INFORMATION AND OWNERSHIP OF WORK PRODUCTS:**

a. RTA has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional information is required, Provider shall promptly notify RTA and RTA will deliver to Provider all requested information in RTA's possession to the extent permitted by applicable law. Provider shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from RTA within seven (7) business days from the date of RTA's final Task Order.

b. All drawings, plans, reports, maps, specifications, calculations, documents and intellectual property developed, prepared or discovered by Provider (including its employees and sub-providers) in connection with this Agreement, whether complete or in progress (collectively "**work product**") are the property of RTA and shall be delivered to RTA at the completion of Provider's services or upon demand by RTA, whichever occurs first; provided that Provider may retain a copy of the work product.

c. RTA acknowledges that its use of the work product is for the purposes contemplated by the scope of work in this Agreement and each final Task Order and Provider makes no representation regarding the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

d. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without the prior approval of the RTA.

e. Provider shall, at such time and in such form as the RTA may require, furnish reports concerning the status of services and tasks required under this Agreement.

f. Provider shall correct, at no cost to RTA, any and all errors, omissions, or ambiguities in the work product submitted to RTA, provided RTA gives notice to Provider.

g. If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

#### **15. PROVIDER RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by RTA that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall

provide free access to the Records to the representatives of RTA or its designees during regular business hours upon reasonable prior notice. RTA has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by RTA's preliminary examination or audit of records, and the RTA's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

## **16. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) business days after notice is deposited in the U.S. mail or with a courier service in the manner described above.

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to RTA shall be addressed to RTA at:

### **For the RTA**

RTA Interim Director  
ATTN: Jason Ferbrache  
2000 S. May Avenue  
Oklahoma City, OK 73108  
[Jason.ferbrache@okc.gov](mailto:Jason.ferbrache@okc.gov)  
Office Phone: 405.297.2262  
Cell Phone: 405.696.6262

With copy to:

RTA Owner's Representative  
ATTN: Kathryn Holmes  
910 S Donner Way, Ste. 304  
Salt Lake City, UT 84108  
[kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com)  
Cell Phone: 703.999.4440

All notices, demands, requests, or approvals from RTA to Provider shall be addressed to

Provider at:

[Provider Name]  
[Department]  
[Address]  
[RTA, State, zip]  
ATTENTION: [Title]  
Ph: (xxx) [xxx-xxxx] / Email:

## **17. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify RTA within twenty-four (24) hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to RTA a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

## **18. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from RTA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, RTA may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, RTA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 18.c. shall survive the expiration or early termination of this Agreement.

## **19. ATTORNEYS' FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment).

## **20. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall comply with all federal laws, regulations, requirements, terms, and conditions provided in **Exhibit X** (Federal Terms and Conditions) attached hereto.

## **21. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of Oklahoma without regard to any choice of law rules which may direct the application of laws of another jurisdiction. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Oklahoma, State of Oklahoma.

## **22. WAIVER:**

A waiver by RTA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

## **23. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both RTA and Provider.

## **24. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

## **25. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

## **26. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## **27. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.



I, \_\_\_\_\_, \_\_\_\_\_, of Provider intend all promises in this writing to be valid and legally enforceable and represent and warrant that I have authority to bind Provider to this Agreement.

By:

---

Title \_\_\_\_\_

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_.

### Commission Expiration

APPROVED by the directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL OKLAHOMA**

\_\_\_\_\_  
Mary Mélon, Secretary

\_\_\_\_\_  
Brad Henry, Chairperson

REVIEWED for form and legality.

\_\_\_\_\_  
Joshua Minner  
Assistant Municipal Counselor

**EXHIBIT C  
REQUIRED FORMS****FORM A-20  
CONTRACT AWARD OFFER AND ACCEPTANCE FORM  
Include in Request for Proposals****RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_**PROJECT TITLE:** \_\_\_\_\_**Offeror shall complete this form and include this form in the price proposal.****OFFER**

By execution below the Offeror \_\_\_\_\_ hereby offers to furnish equipment and services for \$ \_\_\_\_\_ as specified in the RTA Request for Proposals (Number: \_\_\_\_\_) for (description of item or service) \_\_\_\_\_

\_\_\_\_\_ including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: \_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

**Additional Notes:** \_\_\_\_\_**NOTICE OF AWARD**

By execution below, RTA accepts Offer as indicated above.

\_\_\_\_\_  
Name (Executive Director)

\_\_\_\_\_  
Signature

Date of Award: \_\_\_\_\_

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
Required Contractor & Subcontractor Information**

Business Name	
Business Address1	
City	
State	
Zip Code	
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	
If you answered yes, to Question 1 or 2, how old is your firm?	
What are the firms annual gross receipts?	
Completed By:	
Title:	
Signature:	
Date:	

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
Participation Subcontractor Information & Schedule**

DBE Name			
DBE Address1			
City			
State			
Zip Code			
Contact Name			
Contact Phone Number			
Contact E-Mail Address			
Participation % of Total Contract Value			
Description of Work to Be Performed			
Race and Gender of DBE Owner			

**LETTER OF INTENT TO SUBCONTRACT**

Name of bidder/offeror \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name of DBE firm \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

\*Ethnicity: \_\_\_\_\_ Age of Firm: \_\_\_\_\_ Annual Gross Receipts: \_\_\_\_\_

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_

Bidder/offeror: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Title)

**Affirmation**

The above- named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

DBE: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Title)

**If the bidder/offeror does not receive award of the prime contract, and all representations in this Letter of Intent and Affirmation shall be null and void.**

**CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this Contract Agreement, the contractor/sub-contractor agrees as follows:

**(1) Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the contractor/sub-contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor/sub-contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**(2) Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the contractor/sub-contractor:

**(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor/sub-contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect in the course of the project. The contractor/sub-contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

**(b) Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the contractor/sub-contractor agrees to refrain from discriminating against present and prospective employees for reason of age. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

**(c) Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor/sub-contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

**(3)** The contractor/sub-contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I have read the above clause and agree to abide by its requirements.

Date \_\_\_\_\_



**DBE QUALIFICATION FORM**

\_\_\_\_\_ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT)?

**In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm *must* meet the following eligibility criteria stated in 49 CFR Part 26:**

The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of the following socially or economically disadvantaged group:

- a. African American
- a. Hispanic American
- b. Native American
- c. Asian-Pacific American
- d. Subcontinent-Asian American
- e. Woman

\_\_\_\_\_ Does your firm meet the following requirements to qualify as a DBE under the Department of Transportation DBE program?

\_\_\_\_\_ Others certified as disadvantaged (an individual who is not a member of the groups listed above can still be certified as a DBE by establishing their socially disadvantaged status).

\_\_\_\_\_ The disadvantaged individual must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence.

\_\_\_\_\_ The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest, and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.

\_\_\_\_\_ The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.

\_\_\_\_\_ If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. (This rule varies from state to state. For example, if your state allows someone else to qualify your business then you should be able to certify your firm without possessing the particular license or credential on your own).

Contact Oklahoma Department of Transportation (ODOT) at 405 – 521 - 6046 if you need information regarding DBE Certification.

Please print the following information:

Firm Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

### **Obtaining Certification as a DBE**

Firms meeting the eligibility standards must contact the specific state or local transportation entity for which they wish to participate in contracts. In addition to requesting documentary evidence substantiating a firm's size, owner's PNW, independence, and an individual's ownership and control, recipients are required to perform an on-site visit to the firm's offices and job sites. Firms can obtain instructions on how to apply to become a DBE by contacting the State Department of Transportation. To ease the burden of applying to multiple DOT recipients within a state, the Department requires a Unified Certification Program (UCP) to be developed so that applicants need only apply once for DBE certification that will be honored by all recipients in the state.

If you need information regarding DBE Certification, contact:

Oklahoma Department of Transportation  
Civil Rights Division, External Programs  
200 N.E. 21<sup>st</sup> Street, Room 1-C-5  
Oklahoma City, Oklahoma 73105  
(405) 521-6046 Fax: (405) 522-2136

Please print the following information:

Firm Name

Authorized Signature

Title

Date

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) NOTICE TO BIDDER/OFFERORS

Each bidder shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each bidder must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rollingstock: Appendix 9 I; DBE Certification for Rollingstock: Appendix 9 J (Required) Contract Assurance 026.13) — The overall DBE goal is       % and the contract DBE goal is       % The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but not limited to:

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT D INSURANCE REQUIREMENTS**

**Insurance Requirements.** SERVICE PROVIDER shall procure and maintain insurance at its own expense against claims which may arise from or in connection with the performance of the services hereunder by SERVICE PROVIDER, its officers, employees, agents, or subcontractors.

**Minimum Coverage.** Coverage shall include the following policies with limits at least as broad as that set forth:

- A. Commercial General Liability Insurance  
Commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with limits not less than one-million dollars (\$1,000,000) per occurrence.
- B. Automobile Liability Insurance  
Automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with limit no less than one-million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) Insurance  
Professional liability (errors and omissions) insurance appropriate to SERVICE PROVIDER's profession, with limit no less than one-million dollars (\$1,000,000) per occurrence.

**Duration of Coverage.** All insurance required under this Agreement shall be procured and maintained in full force and effect:

- A. Prior to and as a condition of approval of this Agreement;
- B. For the duration of this Agreement; and
- C. Until formal final acceptance of the project by RTA.

In the event SERVICE PROVIDER procures and maintains professional liability insurance in the form of "claims-made" coverage, SERVICE PROVIDER will provide professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement or the formal final acceptance of the project by RTA, whichever comes later.

**Additional Insureds.** All insurance (except professional liability and worker's compensation and employer's liability policies) shall provide that the RTA is a named additional insured without reservation or restriction.

**Certifications and Endorsements.** SERVICE PROVIDER shall provide RTA with certificates of insurance and endorsement pages evidencing compliance with the terms of this Agreement prior to and as a condition of approval of this Agreement and on a timely basis upon request by the RTA for the duration of this Agreement. Certificates of insurance will list RTA as certificate holders and reflect in the "DESCRIPTION OF OPERATIONS" field: "Additional insured(s) on the listed policies are those required in the contract." The "DESCRIPTION OF OPERATIONS" field must also include the project number and project description or name.

**Confirmation Authority.** SERVICE PROVIDER authorizes RTA to confirm SERVICE PROVIDER's insurance compliance with its insurance agents, brokers, surety, and carriers.

**Authorized Companies.** All insurance must be from responsible insurance companies which are licensed to transact business in the state of Oklahoma and are acceptable to RTA. The insurance policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of the State of Oklahoma.

**Primary.** All insurance coverage of SERVICE PROVIDER shall be primary to any insurance or self-insurance program carried by RTA.

**Deductibles.** All policies must be fully insured with any single policy deductible not exceeding twenty-five thousand dollars (\$25,000). All deductibles must be declared on the certificate of insurance. If no deductible is declared, SERVICE PROVIDER is affirming a deductible does not exist and thus a deductible is not approved or accepted. If SERVICE PROVIDER's deductible is different than declared, then RTA will hold an equal amount from pay claims until RTA has a retainage sufficient to cover the deductible.

**Occurrence Policies.** All policies shall be in the form of "occurrence" coverage; provided professional liability insurance may be procured and maintained in the form of "claims-made" coverage, only if SERVICE PROVIDER provides professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement or the formal final acceptance of the project by RTA, whichever comes later.

**General Aggregate.** Should any of the insurance required under this Agreement be provided under a form of coverage that includes a general aggregate limit, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limits.

**Subrogation Waived.** SERVICE PROVIDER hereby grants to RTA a waiver of any right to subrogation which any insurer of said SERVICE PROVIDER may acquire against RTA by virtue of the payment of any loss under such insurance.

**Severability of Interest.** Except with respect to limits of insurance, all liability policies must provide that with respect to claims involving any insured hereunder, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured.

#### **Change or Cancellation.**

- A. SERVICE PROVIDER shall provide actual prior notice to RTA of any change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement and shall use all reasonable endeavors to do so as soon as possible, but at least thirty (30) days prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless SERVICE PROVIDER has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing SERVICE PROVIDER has been and will continue to be in full compliance with the insurance terms of this Agreement.
- C. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this

Agreement, RTA may at its sole option suspend this Agreement until there is full compliance with the insurance terms and conditions or terminate this Agreement and seek damages for a breach of this Agreement.

- D. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, SERVICE PROVIDER shall be fully responsible and liable for and RTA may at its option withhold payment otherwise due SERVICE PROVIDER to pay any claim by RTA for any loss, damages, costs, or expenses, including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, or terminated insurance policy or coverage been in effect without limitation as to the policy amount.

**Surviving Terms.** The insurance Terms and Conditions herein will survive the expiration and termination of this Agreement and any stop work under this Agreement.

## **EXHIBIT E**

### **FEDERAL TERMS AND CONDITIONS**

For all contracted relationships, RTA requires that the provider of goods and services comply with RTA's Federal Contractual Terms and Conditions.

As a recipient of Federal Transportation Administration (FTA) grants, RTA agrees annually in the Master Agreement with FTA (<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>) to adhere to all applicable federal laws, regulations, and directives associated with federal funding along with the FTA Certifications and Assurances for Federal Funding Assistance Program. RTA's construction contractors are also required to comply with those federal clauses to which are herein incorporated by reference and made a part of this Agreement. The FTA Certifications and Assurances are available at the following link:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

#### **CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement December 7, 2020, between RTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Further, Contractor acknowledges and understands that federal requirements that apply to the Contract may change due to changes in federal law, regulation, other requirements, or guidance, or changes in RTA's underlying agreement with the Federal Government under which federal assistance for the Project was awarded to RTA including any information incorporated by reference and made part of that underlying agreement. Contractor understands and agrees that applicable changes to those federal requirements will apply to this Contract and parties thereto at any tier.

#### **(A-1) ACCESS TO RECORDS AND REPORTS**

##### **Record Retention**

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

##### **Retention Period**

Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

## Access to Records

Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

## Access to the Sites of Performance

Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### (A-4) Buy America Requirements for Certain Purchases

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor agrees to comply with 49 U.S.C. 5323(j), as amended, and 49 C.F.R. part 661, as amended, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA funded/assisted projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, as amended. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), as amended, and 49 C.F.R. § 661.11, as amended.

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor must submit to RTA the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

**SELECT ONLY ONE OF THE FOLLOWING CERTIFICATES. SELECTING BOTH WILL DEEM YOUR BID NON-RESPONSIVE.**

☐ *Certificate of Compliance with Buy America Requirements*  
Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR Part 661.

☐ *Certificate of Non-Compliance with Buy America Requirements*  
Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, but it may qualify for an exception pursuant to such authorities.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official  
Date

### (A-7) Clean Air Act & Federal Water Pollution Control Act (Contracts Exceeding \$100,000)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor shall report each violation to FTA and the Regional Office of the Environmental Protection Agency (EPA).

Further, Contractor agrees:



- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contractor shall require all subcontractors to agree to comply with the foregoing and shall include such provisions in all subcontracts of every tier.

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

#### **(A-8) Civil Rights & Equal Opportunity**

The **Contracting Entity** is an Equal Opportunity Employer. As such, the **Contracting Entity** agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the **Contracting Entity** agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

##### ***1. Nondiscrimination.***

In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

##### ***Race, Color, Religion, National Origin, Sex.***

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

##### ***Age***

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

### **Disabilities**

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.* and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities," 49 C.F.R., part 37; Joint Access Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R., part 27; U.S. Department of Justice ("DOJ") regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R., part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36; U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R., part 1630; Federal Communications Commission regulations, "Telecommunications Relay Services and Related RTA Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R., part 64, subpart F;

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R., part 609.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

### **(A-9) Disadvantaged Business Enterprise (DBE)**

#### **Contract Assurance**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color,

national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of United States Department of Transportation ("DOT") -assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RTA deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the **Contracting Entity** makes to the Contractor. In the event this Contract contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains RTA's prior written consent; and that, unless RTA's written consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

## Overview

It is the policy of the **Contracting Entity** and the DOT that DBE's, as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the **Contracting Entity** to:

- A. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- B. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- C. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 40 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- E. Help remove barrier to the participation of DBEs in DOT assisted contracts;
- F. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- G. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The **Contracting Entity** shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the **Contracting Entity** may consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the **Contracting Entity**.

## DBE Participation

For the purpose of this Contract, the **Contracting Entity** will accept only DBE's who are:

- A. Certified, at the time of bid opening or proposal evaluation, by the Oklahoma Department of Transportation (ODOT); or
- B. An out-of-state firm who has been certified by either a local government, state government

or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

### **DBE Participation Goal**

The DBE participation goal for this Contract is set at **0%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 0%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Contractor non-responsive.

### **Proposed Submission**

Each Contractor, as part of its proposal submission, shall supply the following information:

- A. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- B. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the **Contracting Entity**.
- C. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- D. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

### **Good Faith Efforts – (Not Applicable if the DBE Goal is 0%)**

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the **Contracting Entity** will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the **Contracting Entity** will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the **Contracting Entity's** DBE Coordinator (questions of RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- B. Pre-bid meeting attendance. At the pre-bid meeting, the **Contracting Entity** generally informs potential Proposer's of DBE subcontracting opportunities;
- C. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- D. Written notification to DBE's encouraging participation in the proposed Contract; and
- E. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- A. The names, addresses, and telephone numbers of DBE's that were contacted;
- B. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- C. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take-into-account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal but meets or exceeds the average DBE participation obtained by other Proposers, the Authority may view this as evidence of the Contractor having made good faith efforts.

### **Administrative Reconsideration**

Within five (5) business days of being informed by the **Contracting Entity** that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the **Contracting Entity's** Procurement Coordinator. The Procurement Coordinator will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The **Contracting Entity** will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate.

### **Prompt payment**

As per 49 CFR §26.29, prime contractors shall pay subcontractors for satisfactory work performed of their contracts no later than 30-days from receipt of payment from the CONTRACTING ENTITY. The prime contractor shall also return any retainage payments to the subcontractor within 30-days of the subcontractor's work being satisfactorily completed.

### **Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the

**DBE Participation Schedule** (see below) without the **Contracting Entity's** prior written consent. The **Contracting Entity** may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor

is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the **Contracting Entity** in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### **Continued Compliance**

The **Contracting Entity** shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the Contracting Entity** that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Oklahoma Department of Transportation ("ODOT"). Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed. The successful Contractor shall permit:

The **Contracting Entity** to have access to necessary records to examine information as the **Contracting Entity** deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Contractor and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the **Contracting Entity**, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section

### **Sanctions for Violations**

If at any time the **Contracting Entity** has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the **Contracting Entity** may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- A. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- B. Termination or cancellation of the Contract, in whole or in part, unless the successful

Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein

**(A-11) Energy Conservation**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**(A-13) Government-Wide Debarment, Suspension, Ineligibility & Voluntary Exclusion (Contracts Exceeding \$25,000)**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award. By signing and submitting its proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by RTA. If it is later determined by RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official  
Date

**Notification to FTA; Flow Down Requirement**

If a current or prospective legal matter that may affect the Federal Government emerges, the

bidder or proposer must promptly notify the **Contracting Entity**. The Contractor must include a similar notification requirement in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

**(A-14) LOBBYING (Contracts Over \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official Date

**(A-15) No Government Obligation To Third Parties**

RTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



#### **(A-18) Program Fraud And False Or Fraudulent Statements Or Related Acts**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **(A-20) Recycled Products (Recovered Materials) (Applicable to Contracts with EPA Designated Items Valued at \$10,000 or more)**

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

#### **(A-21) Safe Operation Of Motor Vehicle Seat Belt Use**

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or RTA.

#### **Distracted Driving**

Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device

supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

### **(A-23) Seismic Safety**

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

### **(A-25) TERMINATION (Contracts exceeding \$10,000)**

#### **Termination for Convenience or Default (Architect and Engineering)**

The **Contracting Entity** may terminate this contract in whole or in part, for the **Contracting Entity's** convenience or because of the failure of the Contractor to fulfill the contract obligations. The **Contracting Entity** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **Contracting Entity's** Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. **Contracting Entity** has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the **Contracting Entity**, the **Contracting Entity's** Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the **Contracting Entity** may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the **Contracting Entity**.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of **Contracting Entity**.

#### **Termination by RTA for Breach or Default**

If Contractor does not deliver the Services in accordance with the Performance Schedule or in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, RTA may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract Price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

#### **Opportunity to Cure**

RTA, in its sole discretion may, in the case of a termination for breach or default, allow Contractor [seven (7)] calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [seven (7)] calendar days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate this Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

## **(A-26) VIOLATION & BREACH OF CONTRACT**

### **Rights and Remedies of the AGENCY**

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title

of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

### **Performance during Dispute**

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.A-77

### **Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

### **Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (last revised March 18, 2013) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

***By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the Contractor. Thus, the Contractor agrees to comply with all City, State and Federal statutes, regulations, executive orders, and administrative guidance required for this Agreement. In signing this document, I declare under penalties of perjury that the forgoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct.***

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument, the day, month and year first above written.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Failure to properly execute and attached these contracts clauses will result in the bid being deemed unresponsive.

## ATTACHMENT A

Cover Page	
Date	
Project Name and Description	
Prime Consultant	
Prime Consultant's Federal ID#	
Sub-Consultants (if any)	
Primary Contact	
Primary Contact Name (Prime)	
Address	
RTA, State, Zip	
Email	
Office Phone	
Cell Phone	
Secondary Contact	
Secondary Contact Name (Prime)	
Address	
RTA, State, Zip	
Email	
Office Phone	
Cell Phone	
Acknowledgement	
<p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.</p>	
Signature	
Name	
Title	

## ATTACHMENT B

### Consultant Proposed Staffing Plan

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level

Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (\*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.

# Architect-Engineer and Related Services Questionnaire for Specific Project

✻ ✻

\*

SOL \*

5a. Has this Joint-Venture previously worked together?    Yes                      No



6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

[illegible]

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)		
x)		
x)		
x)		
x)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm _____ With Other Firms _____	
e. Education: Degree(s)/Year/ Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm _____ With Other Firms _____	d. Years experience: With This Firm _____ With Other Firms _____
e. Education: Degree(s)/Year/ Specialization	e. Education: Degree(s)/Year/ Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible



10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm' qualifications for the proposed project.

11. The foregoing is a statement of facts.

Date:

Signature: \_\_\_\_\_

Typed Name and Title:

## ATTACHMENT C

### LETTER OF AUTHORIZATION

This letter of authorization must be completed and signed if the bid/pricing agreement/contract form & non- discrimination statement was not signed by the owner, a general partner, or an officer of the corporation

*This document can be uploaded electronically as an attachment to one of the line items on the electronic bid.*

#### Regional Transportation Authority of Central Oklahoma:

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and  
all forms related to on behalf of \_\_\_\_\_ .  
Company Name

Sincerely,

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Email Address

Title: *(must be checked)*

- |  |  |
|--|--|
| <input type="checkbox"/> Owner                             | <input type="checkbox"/> Treasurer           |
| <input type="checkbox"/> Chief Executive Officer [CEO]     | <input type="checkbox"/> Secretary           |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President                         | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President                    | <input type="checkbox"/> Other: _____        |

BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS DOCUMENT  
PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM.

## ATTACHMENT D

### ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any RTA/trust official, RTA/trust employee or RTA/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or RTA/trust official, RTA/trust employee or RTA/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any RTA/trust official, officer or employee of the RTA or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

**The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the agreement/contract, and the requirements for proposers.**

#### THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL

Type Name of Authorized Agent	Title
Signature	
Company Name	
Address	Zip Code
Telephone Number and Fax Number if any	

#### TO BE COMPLETED BY THE NOTARY:

State of \* )  
County of \* ) SS.  
[\*State and County where notarized must be written in for bid to be considered.] )

Signed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by  
\_\_\_\_\_  
[Day] [Month] [Year] [Print the name of the individual  
who signed above.]

My Commission Number: \_\_\_\_\_  
[Oklahoma]

Type Name of Notary Public

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public