



BOARD OF DIRECTORS MEETING AGENDA

REGULAR MEETING **WEDNESDAY, AUGUST 16, 2023** **2:30 P.M.**

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

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-Tully, Secretary
City of Oklahoma City	Aaron Curry

Regional Transportation Authority of Central Oklahoma

MEETING INFORMATION

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, 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 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. 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



Regional Transportation Authority
of Central Oklahoma

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

August 16, 2023
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

1. Call to Order – Brad Henry, RTA Board Chairperson
2. Roll Call – Brad Henry, RTA Board Chairperson
3. Consider Approval of Minutes
 - A. July 19, 2023 Regional Transportation Authority Meeting
4. Executive Director Reports – Jason Ferbrache, Interim Executive Director
5. Owner’s Representative Report – Kathryn Holmes, Holmes & Associates LLC
6. Receive Financial Reports and Ratify and Approve Claims
 - A. Period of July 1, 2023 through July 31, 2023
7. Consider approving Professional Services Agreements with HNTB Corporation, Jacobs Engineering Group Inc., and Kimley-Horn and Associates, Inc. to provide on-call engineering consulting services, aggregate cost not to exceed \$100,000 annually, August 16, 2023 through June 30, 2026
8. Consider approving Freight Rail Coordination Reimbursement Agreement with BNSF Railway Company, cost not to exceed \$500,000 annually, August 16, 2023 through June 30, 2026
9. Project Update: Alternatives Analysis Update on the West and Airport Corridors – Liz Scanlon, Kimley Horn
10. Public Comments – Brad Henry, RTA Board Chairperson
11. 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.
12. Adjournment



BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:43 p.m. on Wednesday, July 19, 2023 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on July 14, 2023 at 4:06 p.m.

RTA Board of Directors Present

Brad Henry, Chairperson
Mary Mélon-Tully, Secretary
Aaron Curry, Director
Chuck Thompson, Director
James Boggs, Treasurer
Jim Gebhart, Director

Entity

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

RTA Board of Directors Absent

Marion Hutchison, Vice Chairperson City of Norman

Administrative Support Staff Present

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

Guests Present

Taylor Johnson, City of Norman	Justin Henry, OKC Planning
Mike Patterson, HNTB	Randy Entz, City of Edmond
Laura Davis, HNTB	Trent Elmore, Resident
Scott Young, Jacobs Engineering	Jordan Evans, Halff & Assoc.
James Cooper, Ward 2 Councilperson	

Consultants Present

Kathryn Holmes, Holmes & Assoc.



BOARD OF DIRECTORS MEETING MINUTES

July 19, 2023

2:30 p.m.

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

REGULAR MEETING

1. Call to Order – 2:43 p.m.

Chairperson Henry called the meeting to order at 2:43 p.m.

2. Roll Call – Brad Henry, RTA Board Chairperson

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

Chairperson Henry welcomed Ward Councilperson, James Cooper to the RTA meeting.

3. Consider Approval of Minutes

- A. June 21, 2023 Regional Transportation Authority Meeting

APPROVED: Moved Thompson, seconded by Mélon-Tully. AYES: Boggs, Gebhart, Thompson, Henry, Mélon-Tully, Curry. NAYS: None.

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

Interim Executive Director Ferbrache informed the Directors that the Interlocal Agreement, which was approved by the RTA at the June 21st meeting, between the RTA and the City of Oklahoma City for planning services was approved by City Council. Interim Executive Director Ferbrache also stated that he recently gave a presentation to the Edmond Economic Development Authority on all the work the RTA has accomplished.

Christina Hankins, RTA Admin Support, stated that staff sent out the invoices for the member city's local contributions for FY24. Staff have received payment from the City of Norman so far. Mrs. Hankins also stated that a few contracts will be coming up for approval at the next meeting relating to the on-call engineer. Three companies will be associated with that contract because each company brings a unique set of skills that will be needed.



BOARD OF DIRECTORS MEETING MINUTES

Interim Executive Director Ferbrache stated that the City of Oklahoma City and Central Oklahoma Transportation and Parking Authority have approved multiple companies for a contract because it allows more flexibility, especially if it is a time-sensitive need. Also, with the on-call nature of the contract, there is no obligation to spend anything, but it is there in case it is needed.

5. Owner's Representative Report – Kathryn Holmes, Holmes & Associates LLC

Kathryn Holmes, Owner's Representative, reported that Kimley-Horn has done another round of public engagement. Most of the events were virtual engagements through the RTAmoves website and other social media platforms during the period of early June through today. The results of those events were 28,000 total views, 2,200 active engagement, and 315 likes. One of the contracts that has already been approved with Alpha Vu, will engage the member cities and other stakeholder groups to monitor social media platforms and report that on a customized dashboard. Kimley-Horn has updated the RTAmoves website to include the East and Airport Corridors and is publishing a transit needs survey on the RTAmoves website to get feedback on how people would use transit along those corridors.

6. Receive Financial Reports and Ratify and Approve Claims

A. Period of June 1, 2023 through June 30, 2023

RECEIVED, RATIFIED, and APPROVED: Moved Boggs, seconded by Gebhart. AYES: Boggs, Gebhart, Thompson, Henry, Mélon-Tully, Curry. NAYS: None.

7. Consider approval of Title VI Program, Disadvantaged Business Enterprise Program, and Equal Employment Opportunity Program

APPROVED: Moved Thompson, seconded by Mélon-Tully. AYES: Boggs, Gebhart, Thompson, Henry, Mélon-Tully, Curry. NAYS: None.

8. Consider approving a Professional Services Agreement with PFM Financial Advisors LLC to provide on-call financial planning services, cost not to exceed \$100,000 annually, July 19, 2023 through June 30, 2026

APPROVED: Moved Curry, seconded by Thompson. AYES: Boggs, Gebhart, Thompson, Henry, Mélon-Tully, Curry. NAYS: None.



BOARD OF DIRECTORS MEETING MINUTES

- 9. Consider approving a Professional Services Agreement with Regional Economic Advisors LLC to provide economic advising services, cost not to exceed \$50,000 annually, July 19, 2023 through June 30, 2026

APPROVED: Moved Mélon-Tully, seconded by Gebhart. AYES: Boggs, Gebhart, Thompson, Henry, Mélon-Tully, Curry. NAYS: None.

- 10. Public Comments – Brad Henry, RTA Board Chairperson

None.

- 11. New Business – Brad Henry, RTA Board Chairperson

Director Curry mentioned the requirements of diversity in the Title VI program, that while we don't have control on the make-up of the board because the directors are appointed to the board by their elected officials, we as a board do have control to add diversity to our committees. Those that are selected to serve on the committees do not have to be members of the board to serve as a committee member. It is just something that the board should be mindful of.

- 12. Adjournment – 3:43 p.m.

ADJOURNED: Moved by Gebhart, seconded by Curry. AYES: Boggs, Gebhart, Hutchison, Thompson, Mélon-Tully, and Henry. NAYS: None.

APPROVED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **16th** day of **August 2023**.

ATTEST:




Mary Mélon-Tully, Secretary


Brad Henry, Chairperson

Regional Transportation Authority of Central Oklahoma FY2024 Year End Forecast

Presented August 16, 2023

Prepared by RTA Support Team (unaudited)

OPERATIONS Sources	YTD Actuals	Est. Remaining	Total YE	FY24		
	Jul-Aug	Sep-Jun	Forecast	Budget	Variance	Variance %
Local Contributions	\$348,950	\$2,113,666	\$2,462,616	\$2,462,616	\$0	
Total Operations Revenues	\$348,950	\$2,113,666	\$2,462,616	\$2,462,616	\$0	0%

Expenditures	YTD Actuals	Est. Remaining	Total YE	FY24		
	Jul-Aug	Sep-Jun	Forecast	Budget	Variance	Variance %
Contracts and Services						
Professional Services - COTPA Administration	\$4,898	\$24,484	\$29,382	\$29,382	\$0	
Professional Services - Holmes & Associates	\$61,387	\$538,613	\$600,000	\$600,000	\$0	
Professional Services - Kimley Horn ⁽¹⁾	\$78,614	\$646,024	\$724,638	\$724,638	\$0	
Professional Services - On-Call Engineering Consultant	\$0	\$100,000	\$100,000	\$100,000	\$0	
Transfer to Grant Activity for Local Grant Match ⁽²⁾	\$46,692	\$381,771	\$428,462	\$428,462	\$0	
BNSF Study Fee	\$0	\$500,000	\$500,000	\$500,000	\$0	
Professional Services-Legal	\$0	\$9,000	\$9,000	\$9,000	\$0	
Professional Service - Financial Planning Consultant	\$0	\$100,000	\$100,000	\$100,000	\$0	
Independent Financial Audit	\$0	\$9,300	\$9,300	\$9,300	\$0	
Website Hosting Fee	\$125	\$2,375	\$2,500	\$2,500	\$0	
Branding	\$0	\$10,000	\$10,000	\$10,000	\$0	
Conference/Training	\$0	\$7,850	\$7,850	\$7,850	\$0	
Directors & Officer Liability Insurance	\$0	\$3,500	\$3,500	\$3,500	\$0	
Advertising/Public Notice	\$0	\$1,000	\$1,000	\$1,000	\$0	
Printing & Binding	\$332	\$168	\$500	\$500	\$0	
Postage	\$0	\$100	\$100	\$100	\$0	
Mileage	\$0	\$20	\$20	\$20	\$0	
Parking	\$38	\$212	\$250	\$250	\$0	
Travel	\$0	\$20,000	\$20,000	\$20,000	\$0	
Market Research Services	\$9,250	\$101,750	\$111,000	\$111,000	\$0	
Other Services & Fees	\$0	\$300	\$300	\$300	\$0	
Total Contracts and Services	\$201,336	\$2,456,467	\$2,657,802	\$2,657,802	\$0	0%
Equipment and Supplies						
Office Supplies	\$0	\$320	\$320	\$320	\$0	
Food	\$0	\$1,000	\$1,000	\$1,000	\$0	
Other Supplies	\$0	\$200	\$200	\$200	\$0	
Total Equipment and Supplies	\$0	\$1,520	\$1,520	\$1,520	\$0	0%
Total Operations Expenditures	\$201,336	\$2,457,987	\$2,659,322	\$2,659,322	\$0	0%

(1) This reflects estimated expenses from two invoices carried over from FY23 plus 10 months of projected expenditures for Kimley Horn's Year 4 contract.

(2) This is the 38% local match required for the RAISE grant based on estimated consultant cost.

GRANT ACTIVITY Sources	YTD Actuals	Est. Remaining	Total YE	FY24		
	Jul-Aug	Sep-Jun	Forecast	Budget	Variance	Variance %
Federal Grant ⁽³⁾	\$46,346	\$639,192	\$685,538	\$685,538	\$0	
Transfer from Operations for Local Grant Match ⁽⁴⁾	\$46,692	\$381,771	\$428,462	\$428,462	\$0	
Total Grant Revenues	\$93,038	\$1,020,963	\$1,114,000	\$1,114,000	\$0	0%

Expenditures	YTD Actuals	Est. Remaining	Total YE	FY24		
	Jul-Aug	Sep-Jun	Forecast	Budget	Variance	Variance %
Contracts and Services						
Professional Services - RAISE Grant Consultant Fees	\$121,398	\$992,603	\$1,114,000	\$1,114,000	\$0	
Total Grant Expenditures	\$121,398	\$992,603	\$1,114,000	\$1,114,000	\$0	0%

(3) This revenue is reimbursement from COTPA for 62% of consultant fees for the RAISE grant study.

(4) This revenue is the 38% RTA local match for RAISE grant consultant fees.

FY24 Beginning Cash Balance	\$922,648
FY24 Ending Cash Balance (Forecast)	\$725,942


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

Period: 7/01/2023 to 7/31/2023

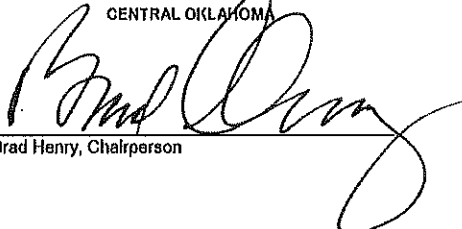
Date	Vendor	Description	Invoice No.	Cost	Total
8/1/2023	Holmes & Associates LLC	Consultant Fees - Labor Cost Reimbursement RTA	823 823	\$ 24,600.00 <u>\$ 1,247.92</u>	\$ 25,847.92
6/30/2023	Kimley-Horn	<u>AA Update</u> Task 1 - Project Management Task 2 - Public Engagement Task 3 - Prior Studies Assess Task 4 - AA Process Task 5 - Station Area/Land Use Analysis Task 6 - Rail Ops Planning Task 7 - Travel/Rider Forecast Task 8 - FTA Cap Grant NEPA Dpocumentation Expenses	25368516 25368516 25368516 25368516 25368516 25368516 25368516 25368516 25368516 25368516	\$ 6,630.00 \$ 1,150.00 \$ - \$ 8,200.00 \$ - \$ 29,987.94 \$ 580.00 \$ - \$ - <u>\$ 545.71</u>	\$ 47,183.65
6/30/2023	Kimley-Horn	<u>EDEI Project</u> Project Management Project Participation Alternatives Analysis	196742000-0623 196742000-0623 196742000-0623	\$ 8,732.50 \$ 20,925.00 <u>\$ 36,912.50</u>	\$ 66,570.00
7/20/2023	PCI Municipal Services	Parking Fees - January 2023 Parking Fees - June 2023	2426560 161741	\$ 15.00 <u>\$ 22.98</u>	\$ 37.98
8/7/2023	AlphaVu	Transit Research	1086	<u>\$ 9,250.00</u>	\$ 9,250.00
7/7/2023	COTPA	Admin Services Fee Reimbursement for Printing	24-101 24-011	\$ 2,449.00 <u>\$ 209.00</u>	\$ 2,658.00
Total Claims					\$ 161,547.55

APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Treasurer and Chairman on this 16th day of August 2023.

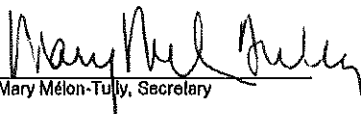
TREASURER:


James P. Boggs

REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA


Brad Henry, Chairperson

ATTEST:


Mary Melon-Tully, Secretary



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 #823

August 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
7/01- 7/31/2023	KAH	RTA - TIME: Time billed by K Holmes for the period 7/01/2023 to 7/31/2023	53	410.00	\$21,730.00
7/01- 7/31/2023	KAH	RTA - TIME: Travel time billed by K Holmes for the period 7/01/2023 to 7/31/2023	14.00	205.00	\$2,870.00
7/01- 7/31/2023	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,247.92

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

Invoice Balance Due

\$25,847.92

<p>Please remit payment electronically to:</p> <p>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</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 847385 LOS ANGELES, CA 90084-7385</p>
---	---

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

Invoice No: 25368516
 Invoice Date: Jun 30, 2023
 Invoice Amount: \$47,183.65
 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 Jun 30, 2023

COST PLUS MAX

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1: PROJECT MANAGEMENT	144,762.50	100.00%	144,762.50	138,132.50	6,630.00
TASK 2: PUBLIC ENGAGEMENT	157,622.50	100.00%	157,622.50	156,472.50	1,150.00
TASK 4: ALTERNATIVES ANALYSIS - EAST CORRIDOR	271,212.50	100.00%	271,212.50	262,922.50	8,290.00
TASK 5: STATION ARE AND LAND USE ANALYSIS	85,072.50	100.00%	85,072.50	85,072.50	0.00
TASK 6: RAIL OPERATIONS PLANNING - NORTH/SOUTH CORRIDOR	185,695.00	75.99%	141,118.64	111,130.70	29,987.94
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	210,075.00	76.53%	160,769.70	160,189.70	580.00
TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	1,422.00	95.46%	1,357.50	1,357.50	0.00
TASK 9: NEPA DOCUMENTATION	0.00		0.00	0.00	0.00
KHA EXPENSES	43,200.00	67.85%	29,312.26	28,766.55	545.71
Subtotal	1,099,062.00	90.19%	991,228.10	944,044.45	47,183.65
Total COST PLUS MAX					47,183.65

Total Invoice: \$47,183.65

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 913221
 DENVER, CO 80291-3221

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

Invoice No: 196742000-0623
 Invoice Date: Jun 30, 2023
 Invoice Amount: \$66,570.00

Federal Tax Id: 56-0885615
 For Services Rendered through Jun 30, 2023

Project No: 196742000
 Project Name: RTA - WEST AND AIRPORT AA
 Project Manager: SCANLON, LIZ

Client Reference:

COST PLUS MAX

KHA Ref # 196742000.3-25368216R

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROJECT MANAGEMENT	94,048.36	26.30%	24,732.50	16,000.00	8,732.50
PUBLIC PARTICIPATION	113,677.81	38.01%	43,205.00	22,280.00	20,925.00
ALTERNATIVES ANALYSIS	949,434.30	7.79%	73,945.00	37,032.50	36,912.50
Subtotal	1,157,160.47	12.26%	141,882.50	75,312.50	66,570.00
Total COST PLUS MAX					66,570.00

Total Invoice: \$66,570.00

Account 127340 RTA (TE)
Invoice 2425560 Total Due: \$15.00
Invoice Date 1/1/2023
Printed on 8/2/2023

Description of Billing

4 VALIDATED TKTS @ \$3.75 FOR DECEMBER 2022 DAILY
PARKING

Charges

Parking \$15.00

Total Charges \$15.00

Please detach and return this stub with your payment

Account 127340
Location 64-103V Art District
Invoice 2425560 1/1/2023
Total Due \$15.00

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

COTPA

Arts District Garage
431 W Main Street
Oklahoma City, OK 73102
405-297-2529

INVOICE #: **164891**
Reference ID: **Tax Exempt**
Invoice Date: **07/20/2023**
Due Date: **07/31/2023**

Invoice To:
RTA (TE)
christina.hankins@okc.gov
405-297-2484
2000 S MAY
OKLAHOMA CITY, OK 73108

Invoice Details
Total Due:\$22.98
Location: Arts District Garage
Status: sent

Mailing Address
COTPA-Parking c/o Municipal
Services PO Box 2404
Oklahoma City
73101

Item	Rate	Qty	Total
June Validations	\$3.83	6	\$22.98

Subtotal: 22.98
Total: **\$22.98**

Notes

Please note the daily breakdown attachment does **NOT** reflect the tax exempt discount. Please pay the amount on the invoice. This document is attached for daily breakdown reference **ONLY**.

Note: Please make checks payable to COTPA - Parking c/o Municipal Services. If you have any question about your invoice, please contact Charli Wrench via email at cwrench@municipalparking.com or by phone at 405-297-2529

1100 15th St NW, 4th Floor
Washington, DC 20005
(202) 450-6541
scott@alphavu.com
www.alphavu.com



BILL TO

Christina Hankins
Regional Transportation Authority
of Central Oklahoma
2000 South May Avenue
Oklahoma City, Oklahoma
73108

INVOICE # 1886
DATE 08/07/2023
DUE DATE 09/06/2023
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Social network intelligence, analysis, and reporting July 2023 Services -- Monthly retainer -- Data connection and setup, client meetings	1	9,250.00	9,250.00

BALANCE DUE **\$9,250.00**



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

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

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

Invoice #: 2024-102

Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice Date: 8/1/23

Invoice For: *Administrative Services*

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - June 2023	1	\$2,449.00		\$2,449.00
2	Reimbursement for Printing - July 2023	1	\$209.00		\$209.00

NOTES: RTA PO # 2024-002

Invoice Subtotal	\$2,658.00
Tax Rate	
Sales Tax	\$0.00
Other	
Deposit Received	

Make all checks payable to EMBARK	TOTAL	\$2,658.00
-----------------------------------	--------------	-------------------



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Professional Services Agreements with HNTB Corporation, Jacobs Engineering Group Inc., and Kimley-Horn and Associates, Inc. to provide on-call engineering consulting services, aggregate cost not to exceed \$100,000 annually, August 16, 2023 through June 30, 2026.

Background At the April 15, 2022, 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 on-call engineering consulting services (RTA 23-001).

The Interim Executive Director issued the RFP, legally advertising the solicitation in the Journal Record on May 1, 2023, and on May 8, 2023.

The pre-proposal meeting was held on May 16, 2023. Proposals were due on June 7, 2023.

The RTA received three timely proposals in response to the RFP. The Evaluation Committee conducted interviews with all three firms on June 20, 2023. The committee determined that all three firms were qualified as experts in the field of engineering consulting services, with skilled professionals willing, able, and capable of providing the services requested and required. Therefore, it is in the best interest of the RTA to enter into agreements with all three firms so that the RTA will have more options available for the engineering consulting services it may need.

The RTA successfully negotiated agreeable three-year contracts with all three firms.

Recommendation: Approve all three Professional Services Agreements.

Reviewed by:

Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between HNTB Corporation (“HNTB”), and the Regional Transportation Authority of Central Oklahoma, a regional transit authority and public trust organized under the laws of the State of Oklahoma (“RTA”), each a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the RTA is a public trust created pursuant to the authority of 60 O.S. § 176 et seq., as authorized by 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

WHEREAS, on April 19, 2023, the RTA authorized the release of a Request for Proposal (“RFP”), provided in Attachment D (Request for Proposals) hereto, seeking a Professional Services Agreement for on-call engineering consulting services for the RTA; and

WHEREAS, the RTA advertised the RFP in the Journal Record on May 1, 2023, and on May 8, 2023, and a pre-proposal meeting was held on May 16, 2023; and

WHEREAS, the RTA received three timely proposals in response to the RFP, one from HNTB, provided in Attachment E (HNTBs Proposal) hereto, one from Jacobs Engineering, and one from Kimley-Horn; and

WHEREAS, the RTA conducted interviews with all three firms on June 20, 2023; and

WHEREAS, the RTA determined that all three firms were qualified as experts in the field of engineering consulting services, with skilled professionals willing, able, and capable of timely providing the services requested and required by RTA in the RFP; and

WHEREAS, the RTA desired to negotiate agreements with all three firms so that the RTA may have more options available for the engineering consulting services it may need; and

WHEREAS, the RTA and HNTB have negotiated and desire to enter into this Agreement.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

Article 1 | PURPOSE AND SCOPE OF AGREEMENT

1.1 Purpose. The purpose of this Agreement is for HNTB to provide the RTA with the Services and Deliverables, provided in Attachment A (Services and Deliverables) hereto, in accordance with the Terms and Conditions of this Agreement.

1.2 Scope of Agreement.

- A. This document, 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.
- B. The following attachments are incorporated in and made a part of this Agreement as if fully set out herein:
 - Attachment A (Services and Deliverables)
 - Attachment B (Compensation)
 - Attachment C (Insurance)
 - Attachment D (Request for Proposals)
 - Attachment E (HNTBs Proposal)
 - Attachment F (Federal Terms and Conditions)
- C. Any reference to the Agreement herein shall include all of the above-listed incorporated attachments, unless otherwise expressly provided.
- D. If there is a conflict in the Terms and Conditions between the text of this document and any Terms and Conditions in any attachment, then the Terms and Conditions of this document shall govern and control.
- E. The Terms and Conditions contained in this Agreement shall also govern and control all Final Task Orders issued under this Agreement, unless otherwise specified in a given Final Task Order. If there is a conflict in the Terms and Conditions between the text of this document and the Terms and Conditions in any Final Task Order, then the Terms and Conditions of the Final Task Order shall govern and control.

1.3 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following words, terms and abbreviations shall have the following meanings:

“Final Task Order” shall mean a task order that has been approved in writing by the Executive Director and delivered to HNTB by the RTA in response to a Task Order Proposal and that is binding upon the Parties.

“Executive Director” shall mean the RTA Executive Director as appointed by the RTA Board of Directors pursuant to the RTAs Bylaws, as amended, and shall include any designee appointed by the Executive Director.

“RTA Fiscal Year” shall mean the period of time starting from July 1 in any given calendar year to June 30 the following calendar year.

“Services and Deliverables” shall mean services, performances, work, products, deliverables, or solutions promised, warranted, or guaranteed by HNTB to be performed pursuant to any Final Task Order produced in accordance with this Agreement.

“Task Order Proposal” shall mean a proposal delivered to the RTA by HNTB in response to a Task Order Request that provides Terms and Conditions and Services and Deliverables by which HNTB is willing to abide by and perform for the RTAs desired project.

“Task Order Request” shall mean a request delivered to HNTB by the RTA that provides notice of a project the RTA desires HNTB to perform.

“Terms and Conditions” shall mean any terms, conditions, covenants, warrants, promises, provisions, agreements, standards, or stipulations.

“Work Product” shall mean all work, products, deliverables, documents, data, drawings, maps, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete.

Article 2 | EFFECTIVE DATE, TERM, RENEWAL, AND AMENDMENT

2.1 Effective Date and Term. This Agreement shall become effective upon execution by the last Party hereto (“Effective Date”) and shall be in effect through June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2.2 Renewal. This Agreement is renewable for two (2) successive one-year periods at the sole discretion of the RTA. Should the RTA desire to exercise a renewal option, the RTA will provide written notice of such intent to HNTB at least thirty (30) calendar days prior to the expiration of the Agreement.

2.3 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an instrument in writing signed by both Parties hereto.

Article 3 | SERVICES

3.1 No Work Guaranteed. HNTB acknowledges and agrees that this Agreement does not guarantee any work to HNTB.

3.2 Task Orders.

- A. All Services and Deliverables must be authorized by a Final Task Order produced in accordance with this Agreement.

- B. As needed, the RTA may issue Task Order Requests specifically referencing this Agreement, identifying a project the RTA desires to be performed by HNTB, setting forth the desired Services and Deliverables, the desired completion date, and any other Terms and Conditions applicable to the desired project.
- C. Upon receipt of Task Order Requests, HNTB will respond within ten (10) calendar days, or as otherwise agreed upon by the Parties, by submitting a Task Order Proposal to the RTA. Task Order Proposals will include at least the following information: an explanation of and approach for the project, a scope of work, project schedule, budget, fees, detailed cost breakdown, and list of key personnel to be involved in the project, and any other information in response to specific requests in the Task Order Request.
- D. Costs associated with the preparation of Task Order Proposals are not compensable under this Agreement.
- E. Upon receipt of Task Order Proposals, the RTA will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with HNTB.
- F. If the Parties further negotiate a Task Order Proposal, HNTB will submit to the RTA a revised and updated Task Order Proposal reflecting the product of the further negotiations.
- G. Task Order Proposals are subject to the approval of the RTA and Task Order Proposal will not become Final Task Orders or be binding upon the RTA until they are approved, in writing, by the RTA.

3.3 Performance. HNTB will comply with all Terms and Conditions set forth in this Agreement and in any Final Task Order issued under this Agreement. HNTB will perform all Services and Deliverables pursuant to any Final Task Order issued under this Agreement in accordance with established deadlines or otherwise in a timely manner.

3.4 Remedy for Inadequate Performance.

- A. In the event HNTB performs Services and Deliverables which do not comply with the Terms and Conditions of this Agreement, HNTB shall, upon receipt of written notice and request from the RTA, re-perform the services (at no additional cost to the RTA). If HNTB's failure to perform in accordance with this Agreement causes damages, loss, or expense to the RTA, HNTB shall reimburse the RTA for the damages, loss, or expense incurred.
- B. HNTB will correct, at no cost to the RTA, any and all errors, omissions, or ambiguities in its work product submitted to the RTA, provided the RTA gives notice to HNTB.

3.5 Standard of Care. In performing its Services and Deliverables pursuant to this Agreement, HNTB and its employees, agents, and project team shall exercise their best efforts and the degree of care, skill, and diligence normally exercised by members of HNTB's profession performing

services of a similar nature. HNTB shall also require its subcontractors (if any) to exercise their best efforts and the degree of care, skill, and diligence normally exercised by members of that subcontractor's profession.

3.6 Responsibility for HNTB Agents. HNTB shall be solely responsible for the acts and omissions of its employees, agents, project team, and subcontractors (if any). HNTB shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) understand and perform in accordance with this Agreement. HNTB shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) are properly trained, qualified, and managed to perform under this Agreement.

3.7 Compliance with Laws and Regulations. In performing its services pursuant to this Agreement, HNTB shall comply with all applicable federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto. HNTB shall obtain all patents, licenses, and any other permissions required to provide all Services and Deliverables pursuant to this Agreement and for use of all Services and Deliverables by the RTA.

3.8 Warranties. HNTB will provide all express and implied warranties required or provided for by Oklahoma law. This warrant is in addition to any other warranties provided in or applicable to this Agreement.

Article 4 | COMPENSATION AND INVOICING

4.1 Compensation for Completed Services.

A. HNTB shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement and any Final Task Order under this Agreement at the rates provided in Attachment B (Compensation) or as otherwise provided in any given Final Task Order; provided, no compensation shall be due or owing:

1. In the absence of a Final Task Order;
2. In the absence of a properly executed purchase order;
3. For undocumented, incomplete, or unaccepted Services and Deliverables; or
4. In excess of one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.

B. In no event will compensation exceed one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.

4.2 Reasonable Compensation. The Parties acknowledge that the compensation rates to be paid HNTB for HNTBs Services and Deliverables pursuant to this Agreement is a reasonable amount for such Services and Deliverables.

4.3 Payable in Oklahoma. All payments to HNTB pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if Services and Deliverables of HNTB are performed outside the State of Oklahoma.

4.4 Invoicing.

- A. HNTB shall submit invoices to the RTA on a monthly basis for payment in a form specified or approved by the RTA. Such invoices must be received by the RTA no later than the twenty-fifth (25th) calendar day of each month. 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 Services and Deliverables incurred by HNTB in performance of any Final Task Order during the preceding accounting period.
- B. Supporting documentation for all Services and Deliverables contained in an invoice will be submitted with each invoice.
- C. The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to HNTB within twenty (20) calendar days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.
- D. The RTA will pay HNTB the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.

Article 5 | TERMINATION

5.1 Termination for Convenience.

- A. At any time, either Party may terminate this Agreement for convenience upon not less than seven (7) calendar days' written notice to the other Party.
- B. Upon receipt of such notice, both Parties shall immediately discontinue all Services and Deliverables and activities (unless otherwise agreed by the Parties).
- C. HNTB will promptly send properly documented invoices to the RTA for any Services and Deliverables performed up to the time of notice due compensation pursuant to the Agreement. HNTB shall not be liable for any errors or omissions contained in the deliverables which are incomplete as a result of a suspension or termination where HNTB is deprived of the opportunity to complete HNTBs services.
- D. The RTA will pay HNTB for any unpaid fully performed and acceptable Services and Deliverables up to the time of notice, in accordance with the Terms and Conditions of this Agreement.

5.2 Termination for Cause.

- A. The RTA may terminate this Agreement for cause if HNTB or any of its employees, agents, project team, or subcontractors (if any):
 - 1. Breach any of the Terms and Conditions of this Agreement;
 - 2. Fail or are unable to perform any of their obligations under this Agreement;
 - 3. Engage in fraud or willful misconduct; or
 - 4. Act in violation of Oklahoma or federal law.
- B. The RTA shall effectuate such termination by delivering to HNTB written notice of the termination specifying the basis of the cause.
- C. Upon receipt of such notice, HNTB shall immediately discontinue all Services and Deliverables and activities (unless the notice directs otherwise).
- D. The RTA will pay HNTB for all undisputed accrued amounts due and payable for Services and Deliverables already performed and accepted by the RTA prior to the effective termination date which are not rendered useless or impaired by the stated cause or breach. Otherwise, the RTA shall not be required to make any additional payments to HNTB whatsoever and the RTA will not have any further obligations to HNTB.
- E. The RTA will provide HNTB up to thirty (30) calendar days to cure (i) a breach of any of the Terms and Conditions of this Agreement or (ii) a failure or inability to perform any of its obligations under this Agreement. In such case, the notice of termination will also state the time period in which cure is permitted and any other appropriate conditions. If HNTB fails to remedy its breach or non-performance within the period of time allowed, the RTA shall have the right to terminate this Agreement without any further obligation to HNTB.

5.3 Stop Work. The RTA may require HNTB to stop all or any part of HNTB's work under this Agreement without cause for up to thirty (30) calendar days upon written notice (identified as a stop work order) to HNTB or for any further period as mutually agreed in writing between the Parties. Upon receipt of the stop work order, HNTB shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services and Deliverables covered by the stop work order during the period of work stoppage. HNTB shall be entitled to an extension of all deadlines missed as a result of the stopped work and all subsequent deadlines for a period equal to the time of the actual stop work period.

5.4 Terms Surviving Termination and Stop Work. The provisions of Section 3.8 Warranties, Article 6 Liability and Indemnification, Article 7 Insurance, Section 8.3 Confidentiality, Section 8.4 Trademarks, Section 8.5 Work Product, Section 8.8 Records, and Section 8.18 Executive Director Authority, shall survive the expiration and termination of this Agreement and any stop work under this Agreement.

Article 6 | LIABILITY AND INDEMNIFICATION

6.1 Liability. HNTB shall hold harmless and indemnify the RTA and the RTAs officers, employees, and agents, against any and all liability, claims, losses, damages, demands, liens, encumbrances, judgments, awards, fines, costs, expenses, settlements, and suits, actions, or proceedings, including reasonable attorney's fees (collectively "Liabilities"), to the extent caused by the negligent, reckless, or intentionally wrongful acts, errors or omissions of HNTB or its officers, employees, agents, suppliers, or subcontractors rendering services under this Agreement. However, HNTB will not be obligated to indemnify the RTA for claims arising from the sole negligence, recklessness, or intentionally wrongful acts or omissions of the RTA, its officers, employees, and agents.

6.2 Indirect Damages. Neither Party shall be liable for any consequential, indirect, special, punitive, exemplary, or incidental damages or any lost profits, revenue, data, or data use, whether foreseeable or unforeseeable, arising out of the acts or omissions of that Party; provided HNTB shall be liable, without limitation of liability, to the extent allowable by law, for damages arising out of fraud or willful injury to person or property.

6.3 Reimbursement. HNTB shall reimburse the RTA for any Liabilities the RTA may incur pursuant to the negligent, reckless, or intentionally wrongful acts or omissions of HNTB or its officers, employees, agents, suppliers, or subcontractors pursuant to Section 6.1 in this Agreement within thirty (30) calendar days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

6.4 Relationship to Insurance. The Terms and Conditions in this Article 6 are not limited or defined by the insurance Terms and Conditions in this Agreement.

6.5 Notice of Liability. Each Party shall promptly notify the other Party in writing upon receipt of any liability, claim, or other action described in Section 6.1 of this Agreement.

Article 7 | INSURANCE

7.1 Insurance Requirements. HNTB 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 HNTB, its officers, employees, agents, or subcontractors.

7.2 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 combined single limit for bodily injury and property damage per accident.
- C. Professional Liability (Errors and Omissions) Insurance - professional liability (errors and omissions) insurance appropriate to HNTBs profession, with limit no less than one-million dollars (\$1,000,000) per occurrence (or claim).

7.3 Duration of Coverage.

- A. All insurance required under this Agreement shall be procured and maintained in full force and effect:
 - 1. Prior to and as a condition of approval of this Agreement;
 - 2. For the duration of this Agreement; and
 - 3. Until formal acceptance of all Services and Deliverables.
- B. In the event HNTB procures and maintains professional liability insurance in the form of “claims-made” coverage, HNTB 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 all Services and Deliverables by the RTA, whichever comes later.

7.4 Additional Insureds. All insurance (except professional liability) shall provide that the RTA is named additional insured without reservation or restriction.

7.5 Certifications and Endorsements. HNTB shall provide the 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 the 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.” Said certificates of insurance and endorsement pages are provided in Attachment C (Insurance) hereto.

7.6 Confirmation Authority. HNTB authorizes the RTA to confirm HNTBs insurance compliance with its insurance agents, brokers, surety, and carriers.

7.7 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 the 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.

7.8 Primary. All insurance coverage of HNTB shall be primary to any insurance or self-insurance program carried by the RTA.

7.9 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, HNTB is affirming a deductible does not exist and thus a deductible is not approved or accepted.

7.10 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 HNTB provides professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.

7.11 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.

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

7.13 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.

7.14 Change or Cancellation.

- A. HNTB shall provide actual prior notice to the RTA of any material 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) calendar days prior to such material change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The material change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless HNTB has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing HNTB 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 materially changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, the RTA may at its sole option suspend this Agreement without extension of deadlines 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 materially changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, HNTB shall be fully responsible and liable for and the RTA may at its option withhold payment otherwise due HNTB to pay any claim by the 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.

Article 8 | OTHER TERMS

8.1 Non-Discrimination. HNTB shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity), including, without limitation, with regard to employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. HNTB will post such notice in a conspicuous place available to employees and applicants. HNTB will also require these same non-discrimination terms in any subcontracts associated with this Agreement.

8.2 Independent Contractor Status. HNTB is an independent contractor and will act exclusively as an independent contractor. HNTB is not an agent or employee of the RTA. The Parties do not intend, and will not hold out, that there exists any agency, partnership, corporation, joint venture, association, undertaking for profit, or other form of employment relationship among the parties, other than that of an independent contractor relationship. 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 HNTB or its officers, employees, agents, or subcontractors. Any such taxes, if due, are the responsibility of HNTB and will not be charged to or due from the RTA.

8.3 Confidentiality.

- A. The Parties acknowledge that in the course of performing this Agreement, each Party may provide the other with confidential information, including, but not limited to, information relating to employees, customers, security, marketing plans, business strategies, or security. During the term of this Agreement, and thereafter, neither Party, nor their officers, employees, agents, or subcontractors, shall disclose to any third parties any confidential information obtained by the other Party, without prior written consent of the other Party. The foregoing shall not apply to any information that is publicly available or required to be disclosed by law.
- B. HNTB acknowledges that the RTA is a public body subject to open record and open meeting regulations and generally posts its business documents on a public website and that this Agreement may be subject to such posting.

8.4 Trademarks. Neither Party shall use or release the trademark, logos, service marks, or commercial symbols of the other Party without first having obtained written permission from the other Party. Any trademark acquired for Services and Deliverables will be in the name of and owned by the RTA.

8.5 Work Product.

- A. Unless otherwise directed by the RTA in writing, HNTB shall deliver in a timely manner to the RTA all Work Product:
 - 1. At the completion of HNTBs Services and Deliverables;
 - 2. Upon request from the RTA; and
 - 3. Upon termination of this Agreement, whether for convenience or cause.
- B. HNTB may keep copies of all Work Product.
- C. No Work Product given to or collected, prepared, or assembled by HNTB pursuant to this Agreement shall be made available by HNTB to any individual or organization outside of HNTB without the prior approval of the RTA, except as required by law.

8.6 Right to Request Status Reports. HNTB shall, at such time and in such form as the RTA may require, furnish reports concerning the status of any Services and Deliverables under this Agreement.

8.7 Right to Audit. HNTB shall provide sufficient access to the RTA and its authorized representatives to inspect and audit records and information related to the performance of this Agreement, and any invoices and supporting documentation, as reasonably may be required.

8.8 Records.

- A. HNTB will maintain complete and accurate records in sufficient detail to permit evaluation of its performance under this Agreement with respect to its:
 - 1. Work Product; and
 - 2. Costs, expenses, receipts, and other such information.
- B. HNTB will:
 - 1. Maintain said records in accordance with generally accepted accounting principles;
 - 2. Keep said records for a period of at least five (5) years after expiration or termination of this Agreement; and
 - 3. Make said records available in a timely manner upon the request of the RTA until the expiration of the five (5) years.

- C. If supplemental examination or audit of records is necessary due to concerns raised by the RTAs preliminary examination or audit of records, and the RTAs supplemental examination or audit of the records ultimately 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 the RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

8.9 Notice. Any notice, request, demand, invoicing, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, e-mailed (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) business days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt) to the contacts set forth below or to such other addresses or persons as such Party may designate by notice to the other Party hereunder:

To HNTB:

HNTB
Attn: Brent Kyler
701 Brazos, Suite 450
Austin, TX 78701
Telephone: (512) 691-2260
Email: bkyler@hntb.com

and

HNTB
Attn: Laura Davis
101 North Robinson Ave. Suite 1130
Oklahoma City, OK 73102
Telephone: (405) 416-9029
Email: ladavis@hntb.com

To RTA:

RTA
Attn: Procurement
2000 S May Ave
Oklahoma City, OK 73108
Telephone: (405) 297-1854
Email: info@rtaok.org

and

Holmes and Associates, LLC
Attn: Kathryn Holmes, RTA Owner's Representative
910 S Donner Way, Ste. 304
Salt Lake City, UT 84108
Telephone: (703) 999-4440
Email: kathryn@holmesassociatesllc.com

and

Municipal Counselor's Office
Attn: Joshua Minner
200 N Walker Ave., Fourth Floor
Oklahoma City, OK 73102
Telephone: (405) 297-3926
Email: joshua.minner@okc.gov

8.10 Assignability. Neither Party shall transfer, assign, pledge or sell this Agreement to any person or organization without written approval of the other Party.

8.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

8.12 Governing Law and Venue. The Parties expressly agree that this Agreement shall be construed and interpreted in accordance with and 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.

8.13 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.

8.14 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.

8.15 Time is of Essence. The Parties agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement.

8.16 Strict Performance. The failure of any Party hereto to insist, in any one or more instances, upon the strict performance of any of the Terms and Conditions of this Agreement shall not be construed as a waiver or relinquishment of any such Terms and Conditions.

8.17 Reservation of Rights. The rights granted to or reserved by RTA in this Agreement are cumulative of every other right or remedy which RTA might otherwise have at law or in equity or under this Agreement and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

8.18 Reliance. HNTB may reasonably rely on any documents, information, and materials provided by the RTA. RTA represents that the provision of any documents, information, or materials to HNTB will not infringe upon any third party's rights, as long as HNTB uses such documents, information, or materials in compliance with this Agreement.

8.19 Executive Director Authority.

- A. The Executive Director shall have the authority to administer this Agreement on behalf of the RTA.
- B. Said authority shall include, but is not limited to, the authority to, consistent with the provisions in this Agreement:
 - 1. Issue Task Order Requests, approve, deny, or use as a basis for further negotiation all Task Order Proposals, and approve and issue Final Task Orders;
 - 2. Receive invoices, disapprove invoices or elements therein, and approve invoices;
 - 3. Approve and issue payment for approved charges on invoices;
 - 4. Provide notices pursuant to and carry out the termination provisions of Article 5 in this Agreement;
 - 5. Accept, approve, and consent to assignments of this Agreement;
 - 6. Exercise renewal options; and
 - 7. Amend this Agreement, provided such amendment does not result in additional cost to the RTA.

Article 9 | FEDERAL TERMS AND CONDITIONS


HNTB shall comply with all federal laws, regulations, requirements, terms, and conditions provided in Attachment F (Federal Terms and Conditions) hereto.

APPROVED by HNTB Corporation this 11 day of August, 2023.

I, Kevin Wallace, Vice President, of HNTB Corporation, intend all promises in this writing to be valid and legally enforceable and represent and warrant that I have authority to bind HNTB Corporation to this Agreement.

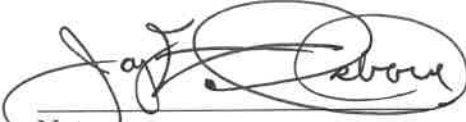
HNTB Corporation

By:


 Signature
Kevin Wallace
 Print Name
Vice President
 Title

STATE OF Kansas)
) SS.
 COUNTY OF Johnson)

Signed and sworn to before me this 11th day of August, 2023, by Joy E. Osborne.


 Notary

1165320
 Commission Number
11/6/23
 Commission Expiration



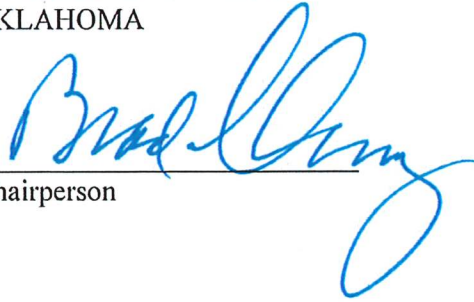
APPROVED by the Directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 16th day of August, 2023.

ATTEST:

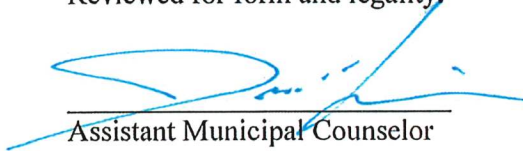

Secretary



REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA


Chairperson

Reviewed for form and legality.


Assistant Municipal Counselor

ATTACHMENT A

Services and Deliverables

HNTB will provide the RTA with engineering consultant services, to include, but not limited to the following:

- Provide staff and services on an on-call, as-needed basis;
- Provide civil design and/or construction management services for RTA infrastructure;
- Provide in-house personnel or sub-consultants for civil, mechanical, electrical, and landscaping architecture;
- Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates, and other professional services;
- Review and develop standard plans and specifications;
- Respond to plan check comments for building permits; and
- During construction, make on-site visits, review material submittals, shop drawings, and test results, respond to RFIs, draft change orders, and review pay estimates.

Projects under this Agreement 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) – to include, but not limited to, 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, and BikeShare facilities;
- Park-and-Ride – to include, but not limited to, site plan with layout dimensions, bus staging areas, passenger waiting areas, and auto parking;
- TOD Site Planning – to include, but not limited to, layout, design, renderings, and visualizations;
- Renderings – to include, but not limited to, illustrative sketches of proposed buildings for marketing and stakeholder engagement purposes; and
- Project Visualizations / Virtual Reality – to include, but not limited to, three-dimensional computer simulations of a site plan, including virtual reality applications.

All services and projects will be performed on a task order basis in accordance with the Terms and Conditions of this Agreement.

ATTACHMENT B
Compensation

Attached behind this page is a fee schedule and/or compensation Terms and Conditions governing this Agreement.



FEE SCHEDULE

Labor Category	Full Burdened Hourly Labor Rate
Project Principal-in-Charge	\$ 395.08
National Transit Consultant	\$ 363.47
National Practice Consultant	\$ 326.60
Senior Project Manager	\$ 223.88
Project Manager	\$ 158.03
Project Analyst	\$ 92.18
Quality Control Manager	\$ 210.71
Task Order Manager - Planning	\$ 197.54
Task Order Manager - Engineering	\$ 210.71
Senior Technology Engineer	\$ 215.97
Senior Rail Manager	\$ 271.29
Rail Designer	\$ 242.31
Senior Civil Engineer	\$ 197.54
Project Engineer	\$ 139.59
Engineer III	\$ 126.42
Engineer II	\$ 105.35
Engineer I	\$ 97.45
Cost Estimator	\$ 210.71
Engineer-in-Training (EIT)	\$ 92.18
Designer/CADD Technician	\$ 94.82
Senior Rail Designer	\$ 176.47
Senior Architect	\$ 250.21
Project Architect	\$ 197.54
Architect Designer	\$ 171.20
Principal Landscape Architect/Planner	\$ 263.38
Senior Landscape Architect/Planner	\$ 197.54
Landscape Architect/	\$ 158.03
Senior NEPA Planner	\$ 247.58
Planner IV	\$ 131.69
Planner III	\$ 110.62
Planner II	\$ 97.45
Planner I	\$ 81.65
Public Involvement Specialist	\$ 134.33
Senior Construction Advisor	\$ 197.54

ATTACHMENT C
Insurance

Attached behind this page is a certificate of insurance and any endorsements provided by HNTB evidencing compliance with the insurance Terms and Conditions of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)

8/15/2023

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

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

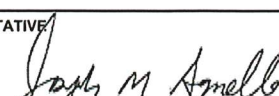
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	
	NAIC # 16535	
INSURED 1489174 HNTB CORPORATION 101 N. ROBINSON, SUITE 1130 OKLAHOMA CITY OK 73102	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19818903 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 0769451	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BAP 0769452	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N N / A		Y	WC 0769453	1/1/2023	1/1/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ***FOR PROPOSAL PURPOSES*** HNTB JOB #85848; ON-CALL ENGINEERING SERVICES. REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA (RTA) ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS. GL IS \$0.00; AL IS \$100K; WC IS \$250K.

CERTIFICATE HOLDER	CANCELLATION See Attachments
19818903 85848-RTA OF CENTRAL OKLAHOMA ATTN: PROCUREMENT 2000 S MAY AVE 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 

POLICY NUMBER: GLO 0769451

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPERATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

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", "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.

POLICY NUMBER: GLO 0769451

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON, OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPERATLEY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED PROGRAM.

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.

POLICY NUMBER: BAP 0769452

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HNTB CORPORATION

Endorsement Effective Date: 1/1/2023

SCHEDULE

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

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

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



CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)

8/15/2023

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

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

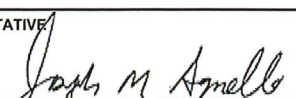
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Lloyd's of London INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED 1445015 HNTB CORPORATION 101 N. ROBINSON, SUITE 1130 OKLAHOMA CITY OK 73102	

COVERAGES **CERTIFICATE NUMBER:** 19818912 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	LDUSA2304553	5/1/2023	5/1/2024	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ***FOR PROPOSAL PURPOSES*** HNTB JOB #85848; ON-CALL ENGINEERING SERVICES.

CERTIFICATE HOLDER 19818912 85848-RTA OF CENTRAL OKLAHOMA ATTN: PROCUREMENT 2000 S MAY AVE OKLAHOMA CITY OK 73108	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT D
Request for Proposals

Attached behind this page is a copy of RTA's RFP that led to this Agreement, including any addenda thereto.



**Regional Transportation Authority
of Central Oklahoma**

**REQUEST FOR
PROPOSALS (RFP)**

ON-CALL ENGINEERING CONSULTANT SERVICES

RELEASE DATE:

May 1, 2023

TABLE OF CONTENTS

I. INTRODUCTION3

II. BACKGROUND3

III. SCOPE OF SERVICES4

IV. PROPOSAL FORMAT4

V. SELECTION PROCESS5

VI. PROPOSAL INSTRUCTIONS AND GUIDELINES6

VII. ANTICIPATED TIMELINE7

VIII. CONSULTANT REQUIREMENTS7

IX. RTA RIGHTS.....9

X. EXHIBITS.....9

ATTACHMENT A.....50

ATTACHMENT B.....51

ATTACHMENT C.....62

ATTACHMENT D.....63

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.

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.

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. 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 Consultant Proposed Staffing Plan (Attachment 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 info@rtaok.org	Guideline
Proposal Deadline	Send proposals to info@rtaok.org 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 Cover Page , including a signed, verbatim acknowledgement as identified in Attachment A .	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 https://okdot.gob2g.com/ 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 Required Forms , as identified in Attachments A-E .	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 info@rtaok.org.
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 www.rtaok.org
June 7, 2023 5:00 p.m. CST	PROPOSALS DUE 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 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 1st day of July 2023, and shall terminate on the 30th 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
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
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.

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 _____)
) SS.
COUNTY OF _____)

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

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.

Attest: (Corporate Seal)

Name of contractor/sub-contractor

Signature of contractor/sub-contractor's Authorized Agent

Name and title of Authorized Agent

The following statement must be executed.

State of _____)
 §County of __
)

Subscribed and sworn before me this _____day of _____, 2023

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. 21st 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 Contactor 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 statues, 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.

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 & Address

3a. Name, Title & 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	_____	_____
_____	_____	Architects	_____	_____	Estimators	_____	_____
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	_____
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____
					Oceanographers	_____	_____
					Planners Urban/Regional	_____	_____
					Sanitary Engineers	_____	_____
					Soils Engineers	_____	_____
					Specification Writers	_____	_____
					Structural Engineers	_____	_____
					Surveyors	_____	_____
					Transportation Engineers	_____	_____
							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 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)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		
x)		

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

ATTACHMENT E
HNTBs Proposal

Attached behind this page is a copy of HNTBs proposal and various documents submitted during the selection and review process, to include, but not limited to, HNTBs non-collusion affidavit and disadvantaged business enterprise form.

A white silhouette of a city skyline is positioned at the top of the page, above a dark blue horizontal band. The skyline includes various building shapes, a bridge, and a lighthouse.

RTA

Proposal for On-Call Engineering Consultant Services

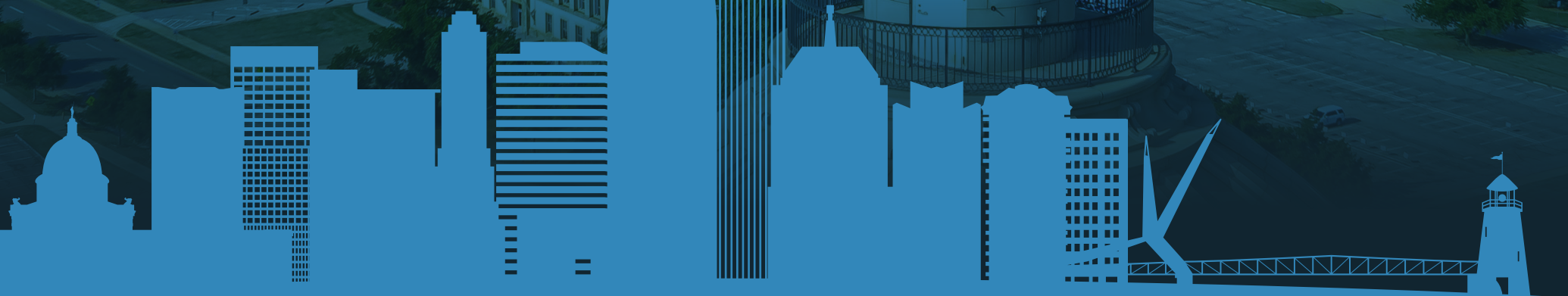
230419 RFP 2023-001

Submitted by:
HNTB Corporation


Date submitted:
June 7, 2023 | 5:00PM



Attachment A: Cover Page



ATTACHMENT A

Cover Page	
Date	06/05/23
Project Name and Description	RTA On-Call Engineering Consultant Services
Prime Consultant	HNTB Corporation
Prime Consultant's Federal ID#	Federal ID# 43-1623092
Sub-Consultants (if any)	Keystone Engineering and Land Surveying, Inc.
Primary Contact	
Primary Contact Name (Prime)	Brent Kyler
Address	701 Brazos, Suite 450, Austin
RTA, State, Zip	Texas, 78701
Email	bkyler@hntb.com
Office Phone	(512) 691-2260
Cell Phone	(512) 410-9797
Secondary Contact	
Secondary Contact Name (Prime)	Laura Davis
Address	101 North Robinson Ave. Suite 1130, Oklahoma City
RTA, State, Zip	Oklahoma, 73102
Email	ladavis@hntb.com
Office Phone	(405) 416-9029
Cell Phone	(903) 556-8396
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	Kevin Wallace
Title	Vice President

Proposal



June 05, 2023

Regional Transportation Authority of Central Oklahoma (RTA)
2000 S. May Ave.
Oklahoma City, OK 73108

Re: Proposal for On-Call Engineering Consultant Services
230419 RFP 2023-001

Please accept this letter and associated documentation expressing HNTB's interest in providing the Central Oklahoma Regional Transportation Authority (RTA) with engineering, planning and project management service on an on-call basis providing value in the development of transformative transit options to the citizens of central Oklahoma.

Critical to RTA's mission of providing high-impact and meaningful transportation options is strategic coordination with BNSF and UPRR railroads, EMBARK, Tinker AFB, Oklahoma City Airport Trust, participating cities, developers and other RTA service providers. Our experience and qualifications demonstrate a clear understanding of how to deliver all services required to provide valuable support to RTA for the successful development of a regional transit system for future mobility options. HNTB has provided extraordinary value to transit organization across the country, including:

- » Capital Metro (CapMetro) – Austin, TX
- » VIA – San Antonio, TX
- » DART – Dallas, TX
- » CATS – Baton Rouge, LA
- » EMBARK – Oklahoma City, OK
- » Tulsa Transit – Tulsa, OK
- » MTA – New York, NY
- » KCATA – Kansas City, MO

HNTB has a long history of involvement with many of the most impactful transit projects in the country in all disciplines necessary for a successful implementation of service, including on-call services. Regardless of the location of our involvement, HNTB's success is based on a strong local team working seamlessly with a large group of national transit leaders who provide extraordinary value to our clients.

HNTB offers RTA a proven team of people you know and trust, as well as national experts in the development of transportation options. Key personnel will include:

Brent Kyler, project manager, has 34 years of experience in the successful management, planning, design, and construction of a variety of transportation projects, with specialized experience in high-capacity transit projects such as commuter rail, bus rapid transit, streetcar, light rail, and intercity passenger rail.

Sean Cooney, railroad support lead, has formed strong relationships with the staff members and decision makers who lead the Class I railroads during his more than 25-year career while focusing on the design and management of rail and highway bridge projects.

Mike Patterson, local agency liaison and principal-in-charge, has extensive relationships with state and local entities and community leaders to ensure quality stakeholder engagement. Mike provides insight to HNTB and our clients by capitalizing on his more than 40 years of service to ODOT.

RTA is leading the development and renaissance of choices in transportation options for the communities in central Oklahoma. Undertaking a program of this magnitude requires dedicated support and collaboration from a passionate group of transportation experts. HNTB has a long history of supporting legacy transit organizations in expansion and rehabilitation projects and new transit organizations the development their programs. HNTB would be honored to support RTA in implementing a new generation of transportation options offering Oklahoma citizens more freedom of movement in the future.

Sincerely,

HNTB Corporation



Brent R. Kyler, PE
Project Manager



Mike Patterson
Principal-In-Charge

A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

The HNTB Team

The HNTB team has extensive experience on rail and transit projects throughout the nation with unmatched knowledge and understanding of the local and regional policies, requirements and stakeholders. We are excited and passionate about the opportunity to be your partner on general engineering projects and stand ready to support RTA in planning for the community's current and future transit needs.

As you review our qualifications, you will see our team's experience implementing similar projects and a detailed description of how we will capitalize on that experience and history to deliver the wide array of projects for you and the local community.

You will have access to our project manager and primary contact, **Brent Kyler, PE**, who will be supported by the strong local staff located in downtown Oklahoma City. Your access to both national and local expertise will be pivotal to the success of this on-demand engagement.

Key Personnel

Our team provides extensive expertise in on-call engineering projects that include railroad oversight & support, transit facilities design and transit planning.



Brent Kyler, PE | Project Manager

Brent is a senior project manager in HNTB's Austin office. He has 34 years of experience in the successful management, planning, design and construction of surface transportation projects. In addition, he has served as a senior project manager for major transportation projects involving multilevel

interchanges, urban freeways, urban arterials, rural highways, bridge structures and intersection improvements.

His experience includes leadership roles on complex projects for CapMetro, DART, Houston METRO, TxDOT Rail Division and UPRR. This background gives him insight into potential challenges and critical-path milestones, as well as an understanding of design and permitting issues which allows for proactive responses on a tight schedule.

Brent has specialized experience in high capacity transit projects such as commuter rail, BRT, streetcar, light rail and intercity passenger rail.

Under HNTB's GEC with CapMetro, Brent led multiple ongoing projects related to track and transit infrastructure. These include rail bridge replacements and BRT facilities, including two BRT end of line park-and-rides with EV charging stations to accommodate EV buses. For VIA Metropolitan Transit's Comprehensive Professional Services Contract in San Antonio, Brent served as the owner's representative for a new paratransit operations and maintenance

facility using design-build alternative delivery and including the preparation of the design criteria. As project manager for TxDOT's Rail Division general services contract, Brent led the team for a wide range of services including project management, infrastructure assessment, feasibility studies, conceptual and preliminary engineering, environmental, ROW, final design, financial analysis and construction management. In his role as the track task lead for the design and construction services of a new MetroLink station for St. Louis Metro Cortex, Brent provided services for capacity improvements at the existing Central West End Station.



Sean Cooney, PE | Railroad Oversight & Support

Throughout his over 25 years of experience focusing on the design and management of rail and highway bridge projects, Sean has formed strong relationships with the decision makers who lead the Class I railroads. He currently serves as vice chairman for the American Railway Engineering and Maintenance-of-Way Association Committee 9, and Chairman of Committee 9 - Subcommittee 2, which focuses on the seismic design of railway structures. Sean designed major structural projects for UPRR, BNSF and KCS as well as local bridge structures for CapMetro Downtown Station and BR 52.44 steel truss replacement.

As deputy project manager for the BNSF Bridge No. 425.2B over the Missouri River at Sibley in Missouri, Sean was responsible for design coordination, permitting, geotechnical, hydraulic analysis, track design and construction documents for the construction of a new off-line, single track crossing of the River parallel to the existing bridge. As the project manager for the UPRR Systemwide Ratings On-Call contract, he led his team to examine existing steel bridge spans and determine current weight capacity at various locations throughout the UPRR system.



Chris Handzel, ASLA, PLA, LEED® AP | Transit Facilities Design

Chris has more than 20 years of industry experience with a focus on creating successful, memorable transit facilities within the built environment. His responsibilities have included transit facility design

for bus, BRT and streetcar projects. Such facilities include transit stops and stations, shelter and platform design, transit centers and transit-oriented development. He has experience in project management, design charrette facilitation, master planning, conceptual site design and construction documentation. He recently served as the project manager for Kansas City's northern extension of their streetcar line. In this role, he managed HNTB's efforts to prepare 30% design drawings for overhead catenary systems, traction power substation design including load-flow analysis, stop location and design and ADA ramp improvements.

For the MARTA ART Corridors Preliminary Design, Chris served on the planning and preliminary team design for two arterial rapid transit (ART) corridors in Atlanta. These are the first two corridors planned for the ART service as part of a larger transit program for the Atlanta region. He led design of ART stations and locations and advised on other ART features for the corridors.



Mike Patterson | Local Agency Liaison

Based in our Oklahoma City office, Mike provides insight to HNTB and our clients by capitalizing on his 40 years of service to ODOT. Over his last six years working with ODOT, he was an executive director as well as the Secretary of Transportation for the

state, where he developed ongoing relationships with the leadership of all modes of transportation both locally and nationally. He served as a

special advisor and local liaison for the development and submission of the Oklahoma's NEVI Plan in addition to nine other plans submitted and approved across the country. He is serving a similar role on the five-year PMC engagement for the implementation of the Oklahoma NEVI plan working with private retailers and local government entities.

Throughout his career, Mike has been instrumental in advancing transportation in Oklahoma, including securing and maintaining state funding to ensure viable and reliable daily service for the AMTRAK Heartland Flyer, leading the ODOT collaboration with the city to ensure deadlines and the system safety requirements were met prior to scheduled service operations and leading coordination and collaboration with all railroad companies operating in the state. Mike personally led the relationships with all railroads to collaborate on mutually beneficial projects. Additionally, he served as a facilitator between Oklahoma cities and railroad companies related to quiet zone opportunities, blocked crossing discussions, establishing rail service where needed and federal grant initiatives.



Laura Davis, AICP | Transit Planning

Laura is a planner in HNTB's Oklahoma City office with five years of experience focusing primarily on land use, transit-oriented development and environmental planning projects. She will be the secondary contact for this contract. Currently, she is a planner for the Link Tulsa BRT project, assisting with

review of the plan for compliance with FTA regulations for funding. She also supports outreach and engagement for the Oklahoma Statewide Electric Vehicle Deployment Plan.



John Lawrence | Construction Support

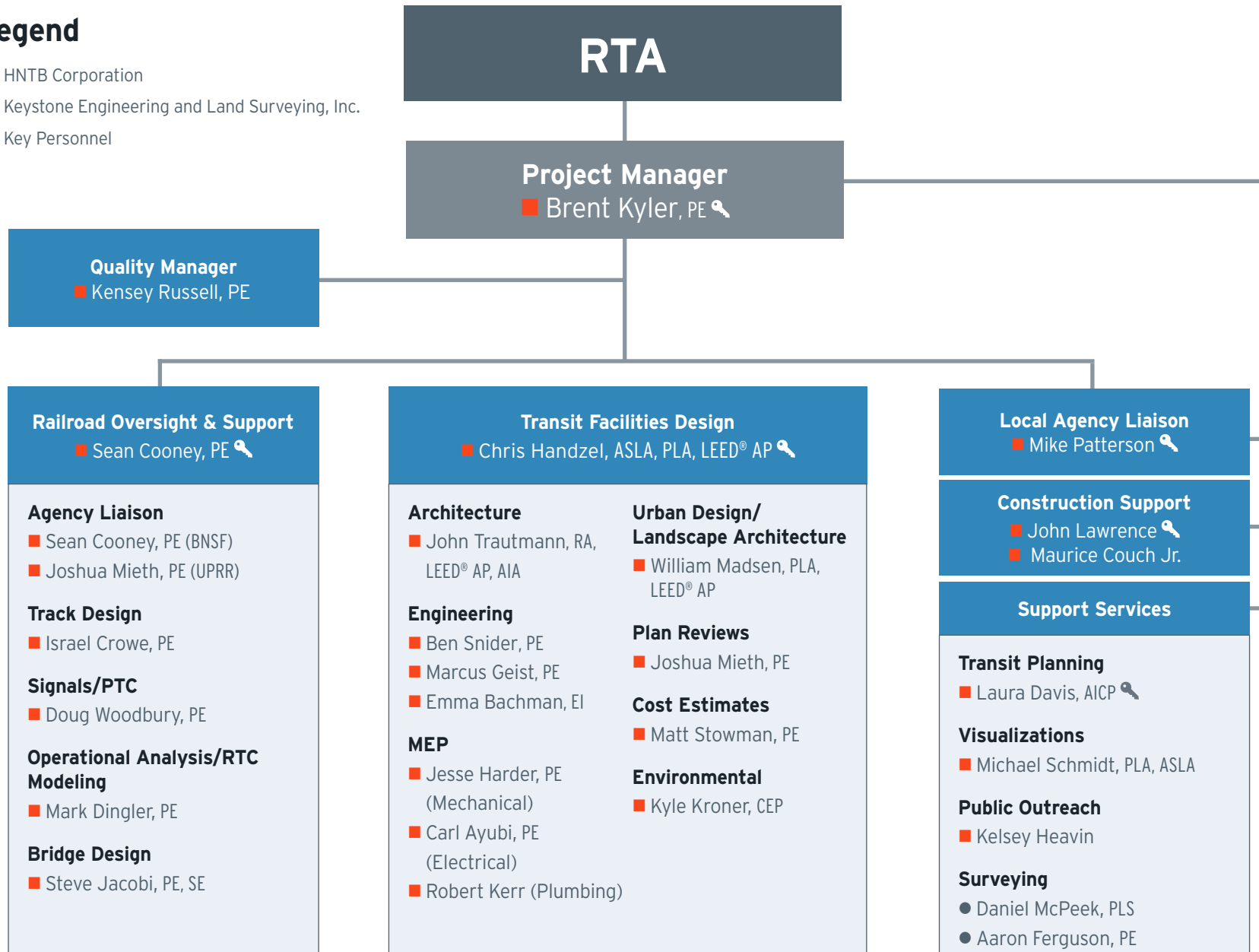
John is a construction section manager based in HNTB's Oklahoma City office. His construction inspection experience includes asphalt paving, concrete paving, grading and drainage, airfield lighting and electrical installations, horizontal directional drilling, waterline and hydrant installation,

sanitary sewer, stormwater installations, structures including pile driving and drilled shaft installations, traffic and erosion control and material testing for each type of construction.

ORGANIZATION CHART

Legend

- HNTB Corporation
- Keystone Engineering and Land Surveying, Inc.
- 🔑 Key Personnel



B. ORGANIZATION QUALIFICATIONS

HNTB Corporation

HNTB is a national engineering, architecture and planning firm with a history spanning more than 100 years. HNTB is known and respected for work in commuter and freight rail, transit, highways, bridges, design build, tunnels and environmental engineering services, as well as aviation, program management, architecture and urban and environmental planning and design. We are experienced in managing all phases of a project from feasibility, preliminary engineering, environmental planning, final design and permitting through construction management and operations.

HNTB's relevant experience includes several high-profile projects including CapMetro's Project Connect, Milwaukee Streetcar, Detroit M-1 RAIL, Twin Cities METRO Orange and Gold Line BRT and Kansas City MAX BRT. HNTB has experience designing and managing transit programs and projects of all types, including BRT, commuter rail, freight rail and associated facilities.

We have a successful track record of helping cities and transit agencies implement rail engineering and architectural solutions for the citizens they serve. In fact, HNTB was selected as the #4 firm for Engineering News-Record's (ENR) Top Design Firms for 2022.

In addition to the technical excellence of our team, we provide unparalleled understanding of RTA's processes and requirements, the local landscape and stakeholders, and the importance of continued and expanded transit opportunities for the region and its residents while continually looking out for your best interests.



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 over 70 offices across the country, HNTB is ready to serve RTA with local technical experts and resources, coupled with national resources with specialized experience and the added bench strength in transit planning and engineering.

Our team's freight and commuter design experience consists of Class I railroads and agency clients throughout the US. Those freight infrastructure clients include GECs with KCS and BNSF as well as other transit agencies with commuter rail such as the Southeastern Pennsylvania Transportation Authority (SEPTA), New Jersey Transit (NJT) and Denton County Transportation Authority (DCTA). The HNTB team provides leadership in rail/transit disciplines such as track, special trackwork, bridges, retaining walls, platforms, stations, grade crossings, wayside signals, and PTC.

HNTB is part of the team for the development of the Alternative Analysis (AA) for the both the Airport and West extensions of the RTA transit system. For this contract, we have assembled a team that has strong local and national relationships and unique skills and experience to support RTA with this AA effort. We have carefully assembled our team based on successful partnerships of past and ongoing Oklahoma projects and their unique skills and experience.

Keystone Engineering and Land Surveying, Inc.

Keystone provides civil engineering and surveying services to private- and public-sector clients throughout Oklahoma. Their expertise includes roadway and bridge design, energy and utility engineering, hydrologic design and road, bridge, pipeline, industrial and other surveys.

Keystone is certified as a Woman-Owned Business by the Oklahoma Department of Commerce and as a Disadvantaged Business Enterprise by ODOT.

C. REFERENCES, RELATED EXPERIENCE, AND EXAMPLES OF WORK

Project Name/ Client/Location	Project Type/Description	Services Performed/ Project Role	Year	Project Manager (PM)/Task Lead (TL)	Contact Information	Fed. Disc. Funding
CapMetro GEC Capital Metropolitan Transportation Authority / Austin, TX	HNTB has served as CapMetro's GEC for the past 12 years, supporting the continued development of their MetroRail commuter rail and MetroRapid BRT service through an array of task orders including MetroRapid BRT, MetroRail LRT, and park-and-ride design and environmental permitting.	Transit Engineering and Design, Preliminary and Final Eng., Station Design, Operational Analysis, NEPA Analysis, CE, Cost Estimates, FTA Coordination, Public Engagement, Construction Services / <i>Prime Consultant</i>	2010 - ongoing	Brent Kyler (PM) Joshua Mieth (TL) Anthony Gavlik (TL) Chris Handzel (TL) Steve Roth (TL)	King Kaul CapMetro (512) 541-8428	Yes
CapMetro GPC Capital Metropolitan Transportation Authority / Austin, TX	HNTB brought local knowledge and national experience to planning and conceptual engineering activities, such as early station design concepts, safety and security certification, transit-oriented development (TOD) planning, market analysis, service planning, innovative mobility strategies, grant application development, park-and-ride capital and operations planning, environmental documents, feasibility/basis of design studies, public engagement and other on-call services.	Transit Planning and Design, AA, Conceptual/Final Eng., Station Location Analysis, Operational Analysis, Ridership Forecasting, Cost Estimates, Public Engagement, TOD Planning / <i>Prime Consultant</i>	2016 - ongoing	Janelle Carey (TL) Brian Comer (TL) Chris Handzel (TL) Bobby Hosack (TL) Steven Brown (TL) John Dobies (TL)	Sharmila Mukherjee CapMetro (512) 369-6036	Yes
Bridge No. 425.2B over Missouri River Final Design BNSF Railway / Sibley, MO	Providing final design, permitting and construction management services for extending the double track across the Missouri River along the Marceline Subdivision near Sibley. The project requires a new mainline track to be built on high embankment, adjacent roadway relocation and construction of several access roads to facilitate future maintenance access.	Track/Bridge/Civil Design, Hydrology and Hydraulics, Environmental Permitting, Geotechnical, Public and Stakeholder Coordination, Utility and ROW Coordination, Capital Cost Estimating / <i>Prime Consultant</i>	2015 - ongoing	Sean Cooney (PM) Aaron Bowe (TL) Hans Hutton (TL) David Bennier (TL) Donald Hammond (TL) Pete Jarchow (TL) Eric Viera (TL)	John Stillely BNSF Railway 909-289-7401	No

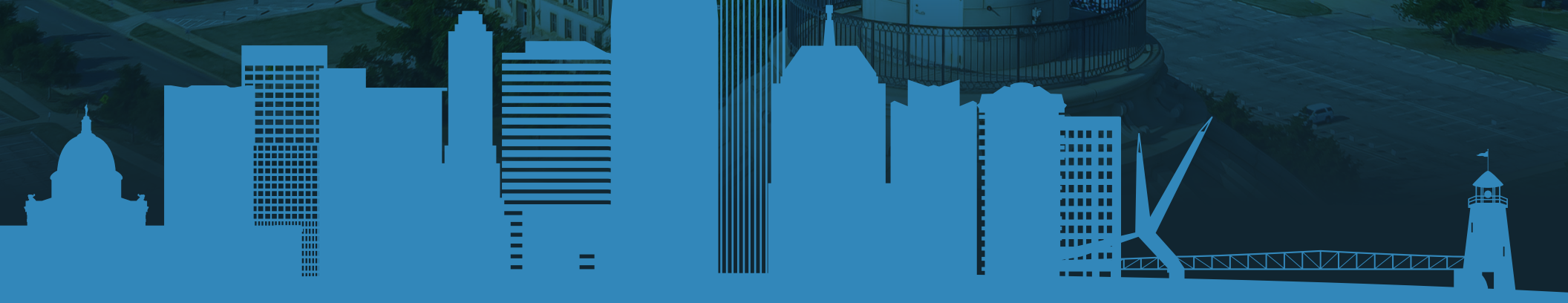
Project Name/ Client/Location	Project Type/Description	Services Performed/ Project Role	Year	Project Manager (PM)/Task Lead (TL)	Contact Information	Fed. Disc. Funding
VIA SmartMove Program Management <i>VIA Transportation Authority / San Antonio, TX</i>	HNTB served as the PMC for VIA's High Capacity Short-term Transit Program - SmartMove. The program included VIA's Modern Streetcar, transit centers, park-and-ride facilities and bus purchases. After cancellation of the Modern Streetcar, the program was revised to include BRT. Projects in the SmartMove program include transit corridor improvements, park-and-ride and transit plaza design.	Program Management, Project Oversight, Transit Engineering and Design, Preliminary and Final Eng., Station Design, Operational Analysis, NEPA Analysis, CE, Cost Estimates, FTA Coordination, Public Engagement, Construction Services / <i>Prime Consultant</i>	2011 - 2020	Brent Kyler (PM) Joshua Mieth (TL) Mark Huffer (TL) Chris Handzel (TL) Carlos Rosas (TL)	Larry Mares VIA Metropolitan Transit (210) 299-5910	Yes
DART GPC Dallas Area Rapid Transit <i>Dallas, TX</i>	HNTB, as a subconsultant, was selected by DART to be the consultant team on the GPC VI contract. Through the GPC VI contract, HNTB has worked on a variety of planning and engineering task orders, with HNTB providing project management and/or serving as technical lead on most of DART's highest profile projects. Specific projects include the DART D2 Subway, the 2040 Transit System Plan, Cotton Belt SDEIS, and the Blue and Red Line Platform Extensions.	Task Management, Data Collection, GIS Mapping, Demographic and Land Use Analysis, Corridor Evaluation Matrix Development and Screening (Initial and Detailed Evaluation Phases), Report Writing, Presentations and Public and Stakeholder Outreach Support / <i>Subconsultant</i>	2016 - 2022	Ian Bryant (PM) Hillary Calavitta (TL) Bobby Hosack (TL) Brian Comer (TL) Joshua Mieth (TL) Brandi Crawford (TL)	Kay Shelton DART (214) 749-2841	Yes
CATS On-Call Capital Area Transit System <i>Baton Rouge, LA</i>	As part of a general on-call planning contract, HNTB performed a Comprehensive Operational Analysis (COA) that includes the evaluation of the Capital Area Transit System and makes recommendations for route improvements in both the near term and long term to serve the community more efficiently. The project also includes a facilities assessment, origin-destination survey and operational assessment.	Facilities Assessment, Origin-Destination Survey, Operational Assessment, Task Management / <i>Prime Consultant</i>	2017 - ongoing	Bobby Hosack (PM) Brian Comer (TL) Chris Handzel (TL)	Cheri L. Soileau, AICP Capital Area Transit System (225) 389-8920	Yes

Project Name/ Client/Location	Project Type/Description	Services Performed/ Project Role	Year	Project Manager (PM)/Task Lead (TL)	Contact Information	Fed. Disc. Funding
Peoria Avenue BRT Final Design <i>City of Tulsa / Tulsa, OK</i>	HNTB led the design for the new north-south Peoria Avenue AERO BRT line in Tulsa. The Peoria AERO BRT project included route alternatives evaluation, operations planning, cost estimation, and a robust engagement and branding strategy to successfully deliver Tulsa's first BRT. 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.	Transit Planning and Design, AA, Conceptual/Final Eng., Station Location Analysis, Operational Analysis, Ridership Forecasting, Cost Estimates, Public Engagement, Construction Services / <i>Prime Consultant</i>	2018-2019	Brian Comer (PM) John Dobies (TL) Heidi Eilers (TL) Tim Morgan (TL) Chris Handzel (TL) Robert Hosack (TL) Kelsey Heavin (TL) John Lawrence (TL)	Doug Helt City of Tulsa (918) 297-9636	Yes
Northwest BRT EMBARK / <i>Oklahoma City, OK</i>	<p>The Northwest BRT planning project explored alternatives for the downtown and terminus routing of the BRT corridor and evaluated station locations and operational plans. It also included public engagement and NEPA documentation, resulting in an approved documented CE.</p> <p>As a follow-up to the planning work for the NW BRT project, HNTB performed preliminary and final design services to bring the project to construction. The project will also consider finalization of the operating plan, cost estimation, public engagement and FTA coordination with EMBARK's Program Management Oversight Consultant (PMOC).</p>	<p>Transit Planning, AA, Station Location Analysis, Operational Analysis, NEPA Analysis, CE, Cost Estimates, FTA Coordination, Public Engagement</p> <p>Transit Design, Preliminary and Final Eng., Station Design, Operational Analysis, NEPA Analysis, CE, Cost Estimates, FTA Coordination, Public Engagement, Construction Services / <i>Prime Consultant</i></p>	2018 - ongoing	Heidi Eilers (PM) Brian Comer (TL) Kyle Kroner (TL) John Dobies (TL) Tim Morgan (TL) Chris Handzel (TL) Steve Jacobi (TL)	Jason Ferbrache EMBARK (405) 297-2262	Yes

Project Name/ Client/Location	Project Type/Description	Services Performed/ Project Role	Year	Project Manager (PM)/Task Lead (TL)	Contact Information	Fed. Disc. Funding
EMBARK Planning On- Call <i>EMBARK / Oklahoma City, OK</i>	As part of a general on-call planning contract, HNTB performed a Transit Signal Priority (TSP) Master Plan and a Title VI Equity Analysis. The TSP Master Plan for EMBARK routes included a concept of operations and traffic analysis. The Title VI Equity Analysis is related to a new fare category for new BRT service.	TSP Master Plan, Title VI Equity Analysis / <i>Prime Consultant</i>	2021-ongoing	Steve Jacobi (PM) Laura Davis (TL) Katelyn Blackburn (TL) Matthew Junak (TL) Timothy Brandstetter (TL) David Urban (TL) Mutasem Alzoubaidi (TL)	Chip Nolen EMBARK (405) 297-2104	Yes
Penn Station Access (PSA) GEC <i>New York City Transit (MTA) / New York City, NY</i>	HNTB served as GEC to MTA – Construction & Development for the PSA project. PSA will transform the region by introducing direct Metro-North Railroad (MNR) service from the Bronx, Westchester and Connecticut to Penn Station, New York, and adding four new ADA-accessible passenger rail stations in currently underserved neighborhoods of the East Bronx. The project will strengthen network reliability and improve recovery times for trains in the event of an emergency interruption of service. PSA will divert existing MNR New Haven Line trains onto Amtrak's existing Hell Gate Line, maximizing the potential of existing infrastructure while minimizing impacts on the surrounding community. The project includes bridge rehabilitations, more than 20 miles of new and rehabilitated track work, new and reconfigured interlockings and the modernization of signal, power and communication infrastructure. HNTB also provided community outreach support services and project controls support.	Bridge Rehabilitations, Rehabilitation for Track Work, New Interlockings, Signal, Power and Communication Infrastructure Modernization, Public Outreach, Construction Services / <i>Prime Consultant</i>	2019 - ongoing	Ben Hovey (TL) Ian Choudri (TL) Chris Park (TL)	Eve Michel MTA Capital Construction (917) 709-1494	Yes

Project Name/ Client/Location	Project Type/Description	Services Performed/ Project Role	Year	Project Manager (PM)/Task Lead (TL)	Contact Information	Fed. Disc. Funding
<p>Prospect Avenue MAX BRT Kansas City Area Transportation Authority (KCATA) / Kansas City, MO</p>	<p>HNTB partnered with KCATA for the planning, project development and final design phases of this project. Prior to project development, HNTB was hired to help determine the range of possible corridor improvements, including the potential for implementing MAX service. Prospect Avenue was the third BRT corridor in which HNTB played leadership roles in planning and design for KCATA.</p> <p>HNTB advanced the environmental documentation, preliminary and final design, operations planning and public engagement efforts. Services involved NEPA documentation; operations planning, including costs and street ready schedules; fare collection plan, including evaluation of fare payment strategies and equipment recommendations; financial planning, including capital cost estimates and funding; branding concept plan; preliminary design, including stations, shelters/markers and TOD concepts, agency coordination and public outreach. The \$56M project was awarded \$30M through the FTA Small Starts Program and HNTB assisted with FTA PMOC coordination and reporting.</p>	<p>NEPA Documentation, Operations Planning, Fare Collection Planning, Financial Planning, Preliminary Design, Agency Coordination, Public Outreach / <i>Prime Consultant</i></p>	<p>2019</p>	<p>Chris Handzel (PM) John Dobies (TL) Robert Hosack (TL) Brian Comer (TL)</p>	<p>Richard Jarrold, PE KCATA (816) 582-8860</p>	<p>Yes</p>

Resumes



BRENT KYLER, PE

PROJECT MANAGER



Firm
HNTB Corporation

Education
BS/1988/Civil Engineering
BS/1984/Geology

Professional Registrations
PE: TX #77841 (1993)

Years of Experience
34

Mr. Kyler has over 30 years of experience in the management, planning, design and construction of surface transportation projects with specialized experience in high capacity transit projects such as light rail, commuter rail, streetcar, intercity passenger rail and BRT. He has served as a senior project manager for major transportation projects involving multilevel interchanges, urban freeways, urban arterials, rural highways, bridge structures, and intersection improvements.

VIA Comprehensive Professional Services Consultant *San Antonio, TX*

Program manager for multiple projects, including VIA's Advanced Rapid Transit. He managed the preparation of the agencies funding and financial models and the federal readiness assessments (both New Starts and Small Starts) for the Advanced Rapid Transit (ART) corridors.

TxDOT Rail Division IDIQ Contract *Statewide, TX*

Project manager for TxDOT's Rail Division IDIQ General Services contract since 2014. The contract includes a wide range of services including project management, rail infrastructure assessment, feasibility studies, conceptual and preliminary engineering, environmental, ROW, final design, financial analysis and construction management. Recent work authorizations include a Houston Regional Freight Rail Study and a statewide at-grade rail crossing safety improvement design under the federal Section 130 program.

VIA Program Management Consultant (PMC)

San Antonio, TX

PMC project manager for the implementation of VIA's Modern Streetcar project. The project included approximately 5.9 route miles of double track in mixed traffic, two terminal transit centers, station stops and a vehicle storage and maintenance facility. Mr. Kyler was responsible for coordination and oversight of the alternative analysis resulting in a Locally Preferred Alternative (LPA), environmental/NEPA development, preliminary engineering, vehicle acquisition, utility coordination and public involvement. His other responsibilities included budget development, scheduling, ridership, economic benefit analysis and FTA coordination.

Cortex MetroLink Stations *St. Louis, MO*

Track task lead for the design and construction services of a new MetroLink LRT station at Boyle Avenue in the Cortex Innovation Community and capacity improvements at the existing Central West End Station. This project was the first expansion of MetroLink system since the Cross County project. He was responsible for the alignment and track design including coordination with system elements and station design and the development of a construction phasing plan to implement the new station while maintaining existing LRT operations.

CapMetro Railroad Engineering and Design Services *Austin, TX*

Project manager responsible for the feasibility studies, preliminary engineering design and preparation of final plans, specifications and estimating (PS&E) for CapMetro's 31.5-mile Red Line Commuter rail project

within an active freight rail corridor. The project included at-grade road crossings as well as a street running section along 4th Street in Austin's central business district. Also included was the development and preparation of track and special trackwork design, grading and drainage design, permitting, advanced signaling, signal crossing and CTC/wayside signal system design, design and layout of a maintenance facility, bridge design including a grade separated crossing over UPRR mainline track, utility relocation design and coordination, roadway improvements and environmental mitigation measures. The project also included coordination with FRA, UPRR, TxDOT, the City of Austin and other local agencies for commuter rail operations.

TramLinkBR Streetcar Environmental & Conceptual Engineering

Baton Rouge, LA

Engineering design task leader for the Baton Rouge TramLinkBR Streetcar project. The project ran approximately 3.2 route miles, connecting the Louisiana State University campus with downtown Baton Rouge via streetcar and including an operating and maintenance facility. The project included a route alternatives analysis, preliminary engineering, traffic analysis, environmental studies and public involvement.

DART South Oak Cliff 3 LRT Line

Dallas, TX

Design manager responsible for the design coordination during the construction of DART's three-mile extension of the South Oak Cliff LRT line connecting DART's existing Ledbetter Station to the South University of North Texas campus. Mr. Kyler was responsible for submittal reviews and approval, responding to request for information from the contractor, design revisions and contract change orders.

VIA BRT

San Antonio, TX

Project manager for VIA's Primo BRT project along Fredericksburg Road. Mr. Kyler was responsible for the preliminary engineering design and environmental documentation for the BRT along the highly developed 10-mile corridor. The BRT project connects the two highest employment centers in San Antonio and consisted of approximately 4.2 miles of

dedicated bus lanes, 10 stations, two terminal transit centers and eight in-line stations. The project included the development and preparation of preliminary engineering plans, environmental assessment (EA), station design, traffic studies, drainage studies, transit-oriented development and public involvement.

Denton County Transportation Authority A-Train

Denton County, TX

Engineering task lead for the alternatives analysis and preliminary engineering design for the 21-mile commuter rail line paralleling I-35E. The commuter rail preliminary engineering design included a new grade separation underpass of Loop 288 and the rail line as well as a hike-and-bike trail, and was adjacent to an active short line freight railroad. Mr. Kyler was responsible for the engineering evaluation of alternatives, determination of the LPA and the preliminary engineering design. The project also included coordination with FTA, TxDOT, DART and local municipalities.

DART Northeast Corridor LRT Design

Dallas, TX

Project manager responsible for the development of PS&E, and cost estimating for the 11-mile extension of DART's LRT from the Mockingbird Lane Station to the City of Garland downtown transit center. The project included the preparation of track plan and profile drawings, guideway drainage, station site layouts, new grade separations, at-grade street crossings and street improvements, preparation of an USACE Individual 404 permit, bridge and retaining wall designs, cross sections and typical sections and ROW plans.

SEAN COONEY, PE

RAILROAD OVERSIGHT & SUPPORT / BNSF AGENCY LIAISON



Firm

HNTB Corporation

Education

BS/1992/Civil Engineering

Professional Registrations

PE: CA #C56495 (1997)
MO #2014007262 (2014)
KS #23572 (2014)
UT #12288407-2202 (2021)

Years of Experience

29

Mr. Cooney has over 25 years of experience primarily focused on the design and management of rail and highway bridge projects. His experience covers all aspects of the design process from preliminary engineering through final design and construction. His bridge experience includes developing bridge layout and type studies, preliminary and final design, development of final PS&E, and construction engineering and support for traditional delivery, design-build and Construction Manager/General Contractor (CM/GC) projects. Mr. Cooney currently serves as vice chairman for the American Railway Engineering and Maintenance-of-Way Association Committee 9 and chairman of Committee 9 - Subcommittee 2, which focuses on the seismic design of railway structures.

BNSF Bridge No. 425.2B over the Missouri River

Sibley, MO

Deputy project manager responsible for the design coordination, permitting, geotechnical, hydraulic analysis, track design and construction documents for the construction of a new off-line, single track crossing of the Missouri River parallel to the existing bridge. The new bridge consists of three 400-foot through trusses, one 250-foot through truss and 20 precast concrete beam deck girder spans along the 4,130-foot length of the bridge. Foundation types include both large diameter drilled shafts, and driven steel piles.

Kansas Cities Levees Armourdale and CID Unit Levee Raises and Seepage Controls Design

Kansas City, KS & Kansas City, MO

Project engineer responsible for coordinating design details, submittals and reviews with the railroad companies that interface with the levee structures improved by this USACE project. The layout, configuration and design details for stoplog and sandbag gap structures required coordination with BNSF, UPC, Kansas City Terminal Railway and Kansas City Southern Railway (KCS).

UPRR Systemwide Ratings On-Call Contract

Multiple locations within UPRR system

Project manager for this on-call contract to examine existing steel bridge spans and determine their current weight capacity at various locations throughout the UPRR system. To maintain conformance with the FRA safety requirements for railroad bridges as documented in the Federal Register, Volume 75, Issue 135, Title 49 Code of Federal Regulations (CFR) Parts 213 and 237 (Final Rule), HNTB is assisting UPRR to determine the structure safe load capacities for compliance with FRA rule. This task requires reviewing existing UPRR records and collecting field data to assess the capacity of assigned structures. To date, HNTB has assisted UPRR with the load rating of over 950 spans and continues to provide support to the railroad as required.

CapMetro Downtown Station

Austin, TX

Project engineer for the replacement of the existing combined rail/roadway 4th Street Bridge and rehabilitation of the adjacent rail bridge as part of the redevelopment project to create a permanent downtown station (also known as Project Connect –

Downtown Multimodal Station) to replace the existing station. The new downtown station addresses many surrounding urban context issues in an appropriate manner and coordinates with adjacent public and private projects.

KCS Company Desktop Ratings

Multiple locations within KCS system

Project manager for this contract to evaluate existing bridge spans and determine their current weight capacity at various locations throughout the KCS system. This task has required reviewing existing KCS records and inspection data to assess the capacity of assigned structures in an as-built and current field condition. To date, HNTB has assisted KCS with the load rating of over 1,500 spans and continues to provide support to the railroad as required.

Port of Los Angeles Bridge Management Program (BMP)

Los Angeles, CA

Project manager for the development of the BMP for the Port of Los Angeles. The BMP was developed to be in compliance with FRA regulations as documented in the Federal Register, Volume 75, Issue 135, Title 49 CFR Parts 213 and 237. This project developed the bridge management program to document annual inspections of all railroad bridges in the Port of Los Angeles bridge inventory, procedures for internal auditing, inventory of each bridge's load-carrying capacity, instructions for special inspections following significant events and procedures for protecting bridges from overweight and over-dimension loads.

UPRR Clinton Mississippi River Bridge

East Clinton, IL to Clinton, IA

Structural lead responsible for the design and contractor coordination for the main-span truss, main river piers, a high skew grade separation structure and levee access road bridge for this CM/GC project. This project replaced the existing double track swing span at Clinton with a triple-track high-level fixed span bridge. The main span truss is a 392-foot long by 64-foot wide through truss designed to support three individual ballasted concrete deck track sections. The main river piers consist of three 12-foot diameter columns supported on drilled shafts

and rock sockets. The grade separation structure separates the new trackwork from existing tracks, which cross as a 74 degree skew. The levee access road structure incorporates UPRR standard double-cell concrete box girders and UPRR standard drawing details.

CapMetro Bridge MP 52.44

Austin, TX

Structural task lead for the replacement of an existing 110-foot open deck through truss with a 109.5-foot open deck through plate girder span. The new span is founded on an existing concrete pier and masonry abutment. The team designed modifications to the existing abutment cap and existing concrete pier cap to facilitate the rapid change out of the existing span with new superstructure elements.

City of Riverside Grade Separations

Riverside, CA

Senior engineer responsible for developing design concepts and alternatives for grade separations for three at-grade railroad crossings within the City of Riverside. He helped develop a project concept report, which included a discussion of each alternative, a general plan and a cost estimate for each location.

Redondo Junction Grade Separation

Los Angeles, CA

Project engineer responsible for the layout, design and plan preparation for approximately 2,300 feet of Mechanically Stabilized Earth (MSE) walls as part of the approach structures to a 2,600-foot multi-span railroad bridge.

CHRIS HANDZEL, ASLA, PLA, LEED® AP

TRANSIT FACILITIES DESIGN



Mr. Handzel has over 20 years of industry experience with a focus on creating successful, memorable transit facilities within the built environment. Such facilities include transit stops and stations, shelter and platform design, transit centers, and transit-oriented development. His responsibilities have included transit facility design for bus, BRT and streetcar projects. With experience in project management, design charrette facilitation, master planning, conceptual site design and construction documentation, he can skillfully deliver a successful project from initiation to implementation. He produces creative design solutions that support livable communities, improve the quality of public spaces and promote multimodal connectivity.

Kansas City Streetcar Authority (KCSA) KC Streetcar Riverfront Extension Alignment Analysis and Final Design

Kansas City, MO

Project manager for Kansas City's northern extension of their streetcar line. Mr. Handzel managed HNTB's efforts to prepare 30% design drawings for overhead catenary systems (OCS), traction power substation (TPSS) design including load-flow analysis, stop location and design and ADA ramp improvements. The project also included and alignment analysis to determine future extensions and stop placement.

KCSA KC Streetcar Main Street Extension Final Design

Kansas City, MO

Project manager for Kansas City's southern extension of their streetcar line. Mr. Handzel managed HNTB's efforts to prepare 30% design drawings for OCS, TPSS design including load-flow analysis, stop location and design, and ADA ramp improvements. He is also the task lead for FTA coordination, guiding the over \$330M project through FTA's New Starts program and seeking funding to enable a planned 2024 revenue start date.

MARTA Arterial Rapid Transit (ART) Corridors Preliminary Design

Atlanta, GA

HNTB led the planning and preliminary design for ART corridors in Atlanta. Metropolitan Parkway and Cleveland Avenue will feature increased frequencies, enhanced stations and signal prioritization to facilitate the transit service. These are the first two corridors planned for the ART service as part of a larger transit program for the Atlanta region. Mr. Handzel led the design of ART stations and locations and advised on other ART features for the corridors.

City of Oklahoma City Northwest Corridor BRT

Oklahoma City, OK

BRT station design lead who led the development of a station prototype and evaluated station locations for Oklahoma City's first BRT line. The 9-mile line will run along Northwest Expressway from Lake Hafner to Classen Boulevard, terminating in downtown Oklahoma City with transfers to local bus routes and the downtown streetcar line. The project received a USDOT BUILD grant towards construction of the project and HNTB is currently performing final design services.

Firm

HNTB Corporation

Education

BS/2001/Landscape
Architecture

Professional Registrations

PLA: KS #LA695 (2004)
IA #00589 (2011)
MO #2017039672 (2017)
LEED® AP

Years of Experience

22

CapMetro Blue Line AA/PE*Austin, TX*

Station area planning task lead for an alternatives analysis to determine mode, alignment and station locations for a high-capacity transit line connecting Austin-Bergstrom International Airport with downtown Austin and points north. In addition to developing a methodology and evaluation for station locations, he managed the process to identify a site and typical footprint for a future maintenance facility to accommodate the fleet operations and maintenance for both the Blue Line and Orange Line routes.

CapMetro Green Transit-Oriented Development Study*Austin, TX*

The Green Line Corridor is identified for regional commuter rail in CapMetro's Project Connect Vision Plan. The Green Line Corridor Study is funded through FTA's Pilot Program for Transit-Oriented Development (TOD) Planning and will evaluate the corridor's potential for TOD at each proposed station. Mr. Handzel led the station area planning and design efforts, which will be used to establish a TOD vision and design recommendations for identified Green Line stations.

CapMetro North Lamar Transit Center Concept Plan*Austin, TX*

Project manager of a task order under a general planning consultant contract, leading the conceptual design re-imagining an existing underutilized transit center in Austin. The concept included accommodation of local bus and BRT platforms and layover facilities clustered around a central open space featuring a building with interior waiting space, ticket vending and transit-supportive retail. Additionally, the facility includes innovative mobility services to improve first and last mile connections. The site includes parking to serve a park-and-ride function and dedicated space for future transit-oriented development.

CapMetro Plaza Saltillo Station Concept Plan*Austin, TX*

Project manager of a task order under a general planning consultant contract, leading the conceptual design for renovations to this urban plaza that accommodates bus transfers and serves as a MetroRail station for the Red Line. The concept features improved connectivity between the plaza and the light rail station, aesthetic lighting features to enhance the plaza's evening functions and other improvements to accommodate and enhance the programming of the site.

IndyGo Red Line BRT Design Oversight*Indianapolis, IN*

Station design oversight lead who conducted design reviews of the preliminary and final construction documents for the Red Line BRT project in Indianapolis. The project is the first BRT line in the city and will feature all-electric buses and custom station shelters and amenities.

VIA High Capacity Transit PMC*San Antonio, TX*

Urban design lead for this contract that will take VIA beyond basic bus service to a more comprehensive, multimodal high-capacity transit system. The \$4B long-range plan includes a \$250M streetcar starter program and four other transit facilities. Tasks include urban design analysis of streetcar corridor alternatives, development of urban design guidelines for streetcar stations and conceptual design of park-and-ride and transit centers.

KCATA Downtown Transit Facilities Advanced Planning*Kansas City, MO*

Project manager and lead designer for the conceptual and final design of transit capital improvements along transit emphasis corridors along 11th and 12th Streets and Grand Boulevard in downtown Kansas City. These improvements represent the initial implementation of the KCATA's comprehensive service analysis recommendations for a long-term transit vision.

MIKE PATTERSON

LOCAL AGENCY LIAISON



Firm

HNTB Corporation

Education

MBA/1993/Finance
BS/1976/Accounting

Years of Experience

44

Mr. Patterson provides invaluable insight regarding DOT work based on 40 years of service with ODOT. Over his last six years working with ODOT, he was an executive director as well as the Secretary of Transportation for the state. He began his full-time transportation career as a deputy controller, honing his skills in finance, administration and policy.

ODOT National Electric Vehicle Infrastructure (NEVI) Program

Statewide, OK

Special advisor and local liaison for the development and submission of ODOT's NEVI plan in addition to nine other plans submitted and approved across the country. He currently serves a similar role on the five-year PMC contract for the implementation of the Oklahoma NEVI plan, working with private retailers and local government entities.

AMTRAK Heartland Flyer

Oklahoma City, OK

Beginning in 1999 with the return of passenger rail service to Oklahoma, Mr. Patterson helped secure and maintain state funding to ensure viability and reliability of daily service. He also developed an initiative to expand passenger service north of Oklahoma City, increase service frequency 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.

ODOT Oklahoma City Streetcar

Oklahoma City, OK

With the initiation of streetcar service in Oklahoma City, ODOT was responsible for providing safety oversight to the system. Mr. Patterson led the ODOT collaboration with the city to ensure deadlines were met and the system met safety requirements prior to scheduled service operations.

Ongoing Collaboration with Railroads

Statewide, OK

Conducted coordination and collaboration with all railroad companies operating in Oklahoma. He personally led the relationships with all railroads to collaborate on mutually beneficial projects. Mr. Patterson also served as a facilitator between Oklahoma cities and railroad companies related to quiet zone opportunities, blocked crossing discussions, establishing rail service where necessary and federal grant initiatives.

ODOT Road User Charge (RUC) Pilot

Statewide, OK

Principal in charge and lead technical expert for policy and finance as part of pilot program in support of work by ODOT RUC task force. His work includes leading coordination with ODOT and the RUC task force for revenue replacement development and analysis, future revenue options and policy creation for the successful implementation of a RUC program.

I-44 INFRA Grant

Tulsa, OK

Led the 2018 effort to secure a \$45M INFRA Grant award for expansion and operational improvements in Tulsa. This effort involved coordination with the Congressional delegation and the City of Tulsa.

US 69/75 Expansion INFRA Grant

Bryan County, OK

Led the 2016 effort to secure a \$62M FASTLANE (now known as INFRA) Grant award for the expansion and operational improvements in the cities of Calera and Durant. This effort involved the coordination with the Congressional delegation, the Choctaw Nation and local jurisdictions.

I-40/SH 102 Interchange Reconstruction Tribal Coordination

Pottawatomie County, OK

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.

ODOT US 69 Widening

Tushka, Atoka County, OK

Principal in charge to ensure the HNTB team has all the resources needed to deliver the project design to ODOT to their satisfaction. This project includes widening US 69 through the town of Tushka and the realignment of Boggy Depot Road to improve the intersection with US 69.

ODOT US 75 Bridge Replacement

Coal County, OK

Principal in charge who ensures all HNTB resources necessary to deliver this bridge replacement project are available to ODOT's satisfaction.

ODOT SH 20 Widening and Realignment

Mayes County, OK

Principal in charge who ensures the HNTB team has all the resources needed to deliver the project design to ODOT. This project includes widening and realignment of 7 miles of SH 20 north of Salina.

ODOT US 69 Pavement Improvements

Wagoner County, OK

Principal in charge who ensures the HNTB team has all necessary resources to deliver this pavement rehabilitation design project to ODOT. This project includes improving pavement conditions for 5 miles of US 69 north of SH 351 (Muskogee Turnpike).

ODOT US 60 Bridge Improvements

Kay County, OK

Principal in charge who ensures the HNTB team has all necessary resources available to the delivery quality plans to the ODOT. The HNTB team is preparing plans to widen and resurface US 60 along 6 miles west of I-35. This design also includes improvements to bridge structures in the limits of the project.



Firm
HNTB Corporation

Education
MUP/2019
BA/2017/Environmental
Sustainability

Professional Registrations
AICP #34353

Years of Experience
6

Ms. Davis has over five years of experience focusing primarily on land use, transit-oriented development and environmental planning projects.

ODOT Carbon Reduction Strategy
Statewide, OK

Task lead for the Oklahoma Carbon Reduction Strategy, which aims to reduce transportation emissions across the state.

EMBARC Transit Signal Priority Master Plan
Oklahoma City, OK

Task lead for the Transit Signal Priority (TSP) Master Plan for EMBARK. This plan outlines the necessary steps to implement TSP along EMBARK bus routes in Oklahoma City.

LADOTD Carbon Reduction Strategy
Statewide, OK

Task lead for the Louisiana Carbon Reduction Strategy. LADOTD is developing a strategy to reduce transportation emissions across the state.

Oklahoma NEVI Competitive Procurement Program Management
Statewide, OK

HNTB is the owner's representative helping manage the over \$60M in federal funding for EV charging station construction in Oklahoma, including the competitive procurement, reviews for compliance with federal guidelines, updates to the state's NEVI plan, and public outreach and communications. The program seeks to expand the network of available EV charging stations along Oklahoma interstates and highways over a 5-year time-frame by providing capital cost grants to entities proposing qualified installations.

Bronx Metro-North Station Area Study
Bronx, NY

Associate borough planner on the transit-oriented development study of four new commuter rails stations. Responsibilities included leading planning efforts around growing local job centers and connecting Bronx residents to area jobs, evaluating transportation consultant work in coordinate with citywide capital planning investments and developed a framework for evaluating public realm conditions around each of the stations.

TxDOT I-10 Corridor Study
Statewide, TX

Planner responsible for research over multimodal opportunities along the I-10 corridor. The study is focused on providing multimodal transportation along I-10.

Link Tulsa BRT Project
Tulsa, OK

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.

ODOT Electric Vehicle Deployment Plan
Statewide, OK

Planner responsible for supporting outreach and engagement for the deployment plan. ODOT seeks to develop and execute a five-year State EV Infrastructure Deployment Plan to expand electric vehicle charging infrastructure in Oklahoma.

NCDOT Multimodal Freight Plan

Statewide, NC

Planner responsible for supporting outreach and engagement for the freight plan, which identifies transportation and logistics investments that support economic growth across the state.

Astoria Developers LLC Astoria Cove Environmental Impact Statement (EIS)

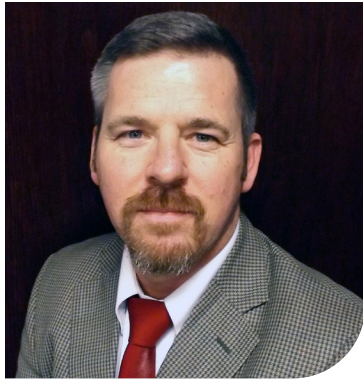
Astoria, NY

Assistant project manager for an EIS that required rezoning, city map changes and special permitting for a large-scale general development, waterfront certification and authorization and other approvals. The project involved construction of up to approximately 1,700 dwelling units, 110,000 SF of retail, a 456-seat elementary school, approximately 900 parking spaces and approximately 1.92 acres of public open space. Her responsibilities included prepping the uniform land use review procedure and use application, preparing the land use, zoning and public policy, natural resources and urban design EIS technical analyses and assisted in coordinating the required public review process, including the public scoping hearing and DEIS public hearing.

World Bank Makongeni Station Land Use Plan

Nairobi, Kenya

Worked as part of an interdisciplinary team for the World Bank to site select and develop a transit oriented development plan for a new commuter rail station in the Makongeni neighborhood in Nairobi. The study also included site selection and a feasibility study.



JOHN LAWRENCE

CONSTRUCTION SUPPORT LEAD

Firm
HNTB Corporation

Education
AS/1989/General Education

Professional Registrations
Safety Certified Transportation Professional

Oklahoma Erosion and Sediment Control Certified

Years of Experience
27

Mr. Lawrence is a construction section manager based in HNTB's Oklahoma City office. He has developed numerous skills in the construction inspection field, including asphalt paving, concrete paving, grading and drainage, airfield lighting and electrical installations, horizontal directional drilling, waterline and hydrant installation, sanitary sewer, stormwater installations, structures including pile driving and drilled shaft installations, traffic and erosion control and material testing for each type of construction. He has been involved with projects for the OTA, KDOT, City of Tulsa, Brownsville South Padre Island International Airport in Texas, Garden City Municipal Airport in Kansas and local municipalities.

City of Tulsa Zink Dam Improvements
Tulsa, OK

Construction manager during the construction of a new low water dam and recreational flume on the Arkansas River. His duties included inspection of existing dam demolition, subgrade preparation, thermal concrete, stainless steel air piping, sculpted concrete, CMU building construction, outfall improvements and landscaping. His duties also included preparation of materials acceptance reports and processing of pay estimates and change orders. His team constructed this project following ODOT and City of Tulsa specifications.

USACE Argentine Levees Raise
Kansas City, KS & MO

Assistant utility coordinator for this levee improvement project along the Argentine District. The project includes

new levee embankments, levee walls and two stoplog closure structures. This is a portion of the \$453M Kansas City Levees Raise Project.

USACE Armourdale and Central Industrial District Levees Raise
Kansas City, KS & MO

Assistant utility coordinator for the 17 miles of levee and floodwall raise for the Armourdale and Central Industrial District levee units within the \$453M levee raise project, protecting over \$9.5B in infrastructure. HNTB's design included new construction or modifications to levee, floodwall, gatewells, utility relocations, stoplog closures, sandbag closures and pump station abandonments.

City of Tulsa Peoria Avenue BRT
Tulsa, OK

Construction mentor during the construction of the Aero BRT station and marker installations. His duties included mentoring and assisting newer inspection staff with management and inspection duties, familiarizing inspection staff with the client's project documentation system and personnel and performing inspection of site electrical installations. His team constructed this project following ODOT and City of Tulsa Specifications.

OTA Muskogee Turnpike Bridge Rehabilitation
Webbers Falls, OK

Construction manager during the rehabilitation of two turnpike bridges over US 64. His duties included coordination and mentoring of construction staff and inspection of substructure repairs, concrete pavement, bridge superstructure, cable barrier and guardrail installation. He was also responsible for documentation of daily construction activities and pay quantities using EPPS, verification of traffic control and processing pay estimates and change orders. His team constructed this project following OTA and ODOT specifications.

City of Tulsa Riverside Drive Improvements

Tulsa, OK

Construction manager during the construction of nine infrastructure projects consisting of two stormwater projects (Travis Park and Swan Creek) and two arterial street reconstruction projects. Other projects included trails, parking lots and landscaping. Mr. Lawrence also oversaw the construction and inspection of two rigid frame post tensioned bridges and one post tensioned voided slab pedestrian bridge as part of these projects. His duties included coordination of multiple contractors, inspection of earthwork, RCB construction, storm sewer, sanitary sewer, concrete pavement, asphalt pavement, traffic control, waterline and erosion control. Mr. Lawrence also served as the City of Tulsa's on-site representative for coordination with "A Gathering Place for Tulsa." His team constructed this project following ODOT and City of Tulsa specifications.

KDOT I-70/110th Street Pavement Improvements

Bonner Springs, KS

Construction manager during the concrete pavement patching and asphalt overlay of I-70 and 110th Street. His duties included coordination and mentoring of construction staff, inspection of concrete pavement patching, joint repairs, UBAS placement, asphalt overlay, pavement markings, traffic control and pavement edge wedge. He was also responsible for the preparation of materials acceptance reports and processing of pay estimates and change orders. His team constructed this project following KDOT specifications.

Marine Parkway Gas Pipeline

Brooklyn, NY

On-site construction representative during the welding, horizontal directional drilling and installation of the 6,200-foot, 26- and 12-inch natural gas lines under Jamaica Bay. He was responsible for ensuring compliance with contract documents, preparing daily reports and reviewing construction reports submitted by the contractor.

KDOT I-435/I-35/K-10 Interchange PMC Services

Johnson County, KS

Reviewed KDOT construction manuals, standards, construction specifications, special provisions and policies to identify revisions for use

in design-build documents. Mr. Lawrence developed document revisions for general changes and specific changes based upon document review. The review included roadway, bridge, drainage, geotech, utility accommodation, pavement marking, stormwater/pollution control and general construction specifications.

KDOT I-35/175th Street Pavement Improvements

Gardner, KS

Construction manager during the concrete pavement patching and asphalt overlay of I-35 and 175th Street. His duties included coordination and mentoring of construction staff, inspection of concrete pavement patching, joint repairs, RCI placement, asphalt overlay, pavement markings, traffic control and pavement edge wedge. He was also responsible for the preparation of materials acceptance reports and the processing of pay estimates and change orders. His team constructed this project following KDOT specifications.

Troost at Brush Creek Improvements

Kansas City, MO

Lead inspector during the construction of the Troost Bridge over Brush Creek. His duties included inspection of earthwork, bridge superstructure, waterline installation and hydrant relocation, storm sewer, sanitary sewer, creek channel widening and dam construction, recirculation pipe installation, retaining wall construction, concrete pavement, asphalt pavement, installation of electrical lighting and traffic signals, traffic control, erosion control and landscaping.

Garden City Regional Airport Taxiway Alpha Reconstruction

Garden City, KS

Construction manager for the reconstruction of Taxiway Alpha. His duties included inspection of earthwork, cement kiln-dust treated sub-grade, cement treated base and concrete pavement, installation of electrical lights and signs, edge drains and sod placement, documentation of daily construction activities, conducting weekly progress meetings and preparing pay estimates and change orders.

MAURICE COUCH, JR.

CONSTRUCTION SUPPORT



Mr. Couch is a construction manager and inspector specializing in construction supervision, quality control and construction materials testing and reporting. He is skilled in guiding projects of various sizes and complexity levels and is experienced in many aspects of construction including commercial, railroad, bridges and highways. His duties have included progress reporting, tracking and filing of daily quantities and changes, reviewing and approving change requests and managing construction schedules. Throughout his career, he has observed work in progress to ensure that procedures are followed and materials used conform to specifications, evaluated the workmanship of the construction scope to adhere to the client's expectations, supervised multiple construction activities occurring simultaneously and maintained construction safety practices and work methods for compliance.

BNSF LPKC Foundation Repairs

Edgerton, KS

Construction manager for annual projects and foundation repairs at BNSF's Logistics Park Kansas City facility. The construction management team was on site for 10 consecutive weekends around-the-clock to oversee 15 joint repairs.

BNSF Statewide I/C Services for Public Projects

IA & KS

Construction engineer on a statewide contract with BNSF for inspection and coordination services for all the highway-rail grade separation projects in Iowa and Kansas.

BNSF 2017 Crane Guide Rail System Inspection/Engineering Maintenance

IL, MO & WA

Inspection coordinator for quarterly inspection of crane guide rail system. He performed inspections of the crane guide rail structures, concrete foundation and drainage structures, Panzerbelt for cable protection at grade crossings, cable pits, and conductor bar structures at the following wide span crane facilities: Logistics Park Chicago, Memphis, Logistics Park Kansas City and Seattle International Gateway North.

BNSF CM Osmond Bridges 68.47 and 69.56

Osmond, NE

Construction inspector for in-line replacement of existing single-track bridge 0145-0068.470 and 0145-0069.560 near Osmond.

BNSF Facilities Replacement Projects, KC Auto and LPKC

Kansas City, KS

Construction inspector for numerous facilities replacement projects at KC Auto and LPKC facilities.

Firm

HNTB Corporation

Education

BA/2013/Sociology
AS/2011/General Education

Professional Registrations

E-Railsafe System

KDOT Basic Inspection,
Structures, Asphalt and
Concrete

Years of Experience

9

BNSF LPKC Automation Project

Kansas City, KS

Construction inspector for a complex project involving coordination with BNSF operations, technology, telecom, crane vendors and numerous contractors. The project involved electrical, water, communications, pavement, structures and site security.

BNSF Argentine Auto

Kansas City, KS

Construction manager for project to re-purpose the former Argentine Intermodal Facility as a new auto facility. The project involved the extension of two existing tracks, construction of two new auto unloading tracks, lighting, electrical, telecom, new crash-worthy gates, asphalt and concrete paving and significant drainage modifications. Coordination with BNSF track and telecom teams was critical to project success.

BNSF Bridge Rehabilitation MP 530.1

Sasakwa, OK

Provided construction support for this project involving a two-phase construction process and including micropiles and cofferdam installation.

BNSF Intermodal Facility Expansion

Haslet, TX

Provided construction support for this expansion project to increase the facility volume by 300%. This project included RIP tracks, extending two lead tracks and concrete paving for parking stalls. The new build structures included upgraded electrical entities, new drainage systems and various civil work for future development.

KENSEY RUSSELL, PE

QUALITY MANAGER



Mr. Russell is a section and project manager in HNTB's Oklahoma City office. Since joining the firm, he has worked on a variety of transportation projects including highway widening, urban interchanges, major arterial improvements and corridor studies.

ODOT SH 20 Shoulders

Mayes County, OK

Project quality manager for this 7-mile project north of Salina to add shoulders to a two-lane undivided rural highway. The project includes an alignment study to address sight-distance safety concerns. Mr. Russell's responsibilities include ensuring project team is acquainted with the quality procedures, conducting quality assurance reviews and reporting on quality-related activities during project reviews.

ODOT US 69 Widening

Tushka, OK

Project quality manager for this 2.5 mile widening project which will transform a four-lane undivided highway to a five-lane highway with defined access points and turn lanes. His responsibilities include ensuring the project team is acquainted with the quality procedures, conducting quality assurance reviews and reporting on quality-related activities during project reviews.

ODOT US 69 Pavement Rehabilitation

Wagoner County, OK

Project quality manager for this 6-mile pavement rehabilitation project north of the Muskogee Turnpike. The project includes an MEPDG pavement design with consideration and investigation for the use of in-place rubblization as a subgrade. Mr. Russell's responsibilities include ensuring the project team is acquainted with the quality procedures, conducting quality assurance

reviews and reporting on quality-related activities during project reviews.

NCDOT I-26 Reconstruction

Asheville, NC

Senior technical reviewer for roadway design and quantities related to the preparation of final plans for the reconstruction and widening of 11 miles of I-26 in Asheville to an eight-lane freeway. The project includes multiple bridges, interchanges, retaining walls, side-road reconstruction, and is located between historic property and ecologically sensitive areas in mountainous terrain. The project's proximity to existing ROW drives much of the design.

IDOT Council Bluffs Interstate System (CBIS) Segment 4 (I-29/I-480) Interchange Preliminary Design

Council Bluffs, IA

Senior technical reviewer for roadway design and construction sequencing related to the preparation of ROW design plans for the reconstruction of the I-29/I-480 system-to-system interchange. The \$200M project includes multiple bridges, retaining walls, approximately two miles of interstate reconstruction and side road relocations. The project location is adjacent to the Missouri River and hydrologic considerations drive much of the design.

ODOT SH 152 and I-44 Corridor Study

Oklahoma City, OK

Deputy project manager responsible for this study that will define an ultimate improvement concept including 10 service interchanges and three system interchanges. HNTB is leading the development of multiple concepts and phasing alternatives for the ultimate improvements as well as interim operational improvements to address the immediate impacts of the John Kilpatrick Turnpike extension project. The conceptual and preliminary

Firm

HNTB Corporation

Education

BS/2003/Civil Engineering

Professional Registrations

PE: KS #19806 (2007)

OK #30130 (2018)

TX #136457 (2019)

Years of Experience

20

engineering services include surveys, utilities, traffic analysis including an eventual access justification report, roadway, bridge, structures, hydraulics and hydrology, NEPA and associated environmental documentation, public involvement and stakeholder support.

ODOT I-44 over UPRR/Black Gold Drive

Oklahoma City, OK

Project manager for this PS&E bridge rehabilitation and widening project along the most-traveled interstate corridor in Oklahoma. The study phase included evaluations of geometric corrections, maintenance of traffic during construction, rapid bridge construction techniques and bridge type. The final design includes implementation of contra-flow crossover lanes to minimize disruption to the traveling public and the use of prefabricated bridge elements to shorten the duration of construction.

MDOT I-94 Downtown Reconstruction

Detroit, MI

Senior engineer task lead for conceptual construction phasing and maintenance of traffic analysis for a 2-mile segment of the I-94 reconstruction project. The segment will widen and reconstruct I-94 and parallel frontage roads between Burns Avenue and Barrett Avenue and includes a new diverging diamond interchange at Conner Street and I-94, a vital access point for major automobile manufacturers. Conceptual construction phasing tasks included preparing a summary report with recommendations for maintaining interstate access, closure points and detour routes.

KDOT US 69 Corridor Improvements Project

Overland Park, KS

Roadway preliminary engineering lead for this tolled managed lanes corridor expansion project. This \$650M corridor will be constructed using design-build delivery for an initial project of between \$350M and \$400M. Mr. Russell's responsibilities on the project included design oversight of preliminary engineering for roadway geometrics and roadside grading, coordination with other disciplines to determine a ROW footprint and identify major utility conflicts, support permitting efforts, prepare design exception requests, and draft design requirements for use in the design-build procurement.

ODOT US 75 over Caney River

Washington County, OK

Roadway and traffic engineering lead for this bridge rehabilitation task order performed under a State Bridge Rehabilitation On-Demand contract with ODOT. This project will repair substructure cracks, bearings, and beam ends as well as remove linkage blocks that are failing. Superstructure repair includes select patching, joint replacement and repair, a deck flood coat, and bridge rail repair. Roadway and traffic engineering services include guardrail replacement, signing and marking and traffic control.

ODOT SH 152 and I-44 Interim Operational Improvements Design

Oklahoma City, OK

Project manager for traffic engineering and bridge design components of PS&E plans to widen SH 152 and I-44 between Meridian Avenue and SW 74th Street. Mr. Russell also served as the task lead for traffic engineering, which included design of signing and striping, construction sequencing and traffic control.

ODOT SH 66 over Shell Creek

Yukon, OK

Roadway and traffic engineering lead for this bridge rehabilitation task order performed under a State Bridge Rehabilitation On-Demand contract with ODOT. This project will alter the bridge from a four-span to a three-span, widen the bridge to accommodate shoulders, and slightly raise the profile of the bridge to avoid impacts to the 100-year flood elevation. Roadway and traffic engineering services include plan and profile design, roadside safety, signing and marking and traffic control.



Firm
HNTB Corporation

Education
BS/2001/Civil Engineering

Professional Registrations
PE: #97346 TX (2006)

Years of Experience
22

Mr. Mieth is a project manager with over 20 years of professional experience in project management, streetcar and transit planning, rail and major freeway studies, rail and roadway PS&E, drainage and storm sewer design, major roadway schematic design and Federal grant application preparation.

ATP Blue Line LRT
Austin, TX

Design manager for the preliminary engineering of an 8.2-mile light rail alignment from downtown Austin to the Austin-Bergstrom International Airport. The effort includes the design of tunnel and underground stations in downtown, location for a new-location signature bridge over Lady Bird Lake and LRT design within the Riverside Drive roadway corridor. The project requires coordination with many public and private stakeholders including utilities, agencies including City of Austin departments and TxDOT, neighborhood committees and businesses along the corridor.

NTCOG Dallas-Fort Worth High-Speed Transportation Corridors Study
Dallas-Fort Worth, TX

Alignment engineering lead for evaluation of potential high-speed transportation corridor routes based on an initial screening between Dallas and Fort Worth with access to anticipated future station locations. His role included initial review of alignment speeds for different mode types (high-speed rail, maglev and hyperloop), high-level corridor alignment design and review of potential opportunities and challenges at freeway interchanges and terminal stations in urban areas.

JOSHUA MIETH, PE
UPRR AGENCY LIAISON / PLAN REVIEWS

TxDOT Houston-Beaumont Region Freight Study
Houston-Beaumont, TX

Deputy project manager of an overarching review of roadway-rail grade crossings and railroad operations constraints and identification of potential solutions in the Houston and Beaumont regions. He led and reviewed Rail Traffic Controller (RTC) results for constraints and solutions within the regional rail network, identification and prioritization of critical grade crossings for potential grade separations and crossing closures, development of grade crossing initial designs for select locations and preparation of reports.

CapMetro Downtown Station
Austin, TX

Project manager for construction and deputy project manager for final plans for a new terminal station within downtown Austin, featuring specialized parasol canopies, plaza and roadway and track improvements. The multidisciplinary project included coordination with multiple agencies including the City of Austin, Convention Center and TxDOT, as well as private stakeholders within the corridor.

TxDOT I-30 Canyon UPRR Railroad Schematic
Dallas, TX

Railroad engineering lead for development of schematic options and construction phasing for reconstruction and widening of I-30 near downtown Dallas. He led identification of criteria, constraints and requirements for UPRR as well as concept options and associated shoofly development, track closures and maintaining yard operations.

Federal Grant Application Preparation

Statewide, WV & TX

Lead grant writer for IJJA Federal grants in the transportation, railroad, and transit sectors. He specializes in focusing on best-fit projects for grant Notice of Funding Opportunity requirements and identifying value in the proposed projects to meeting funding expectations. His grant preparation efforts have produced a combined \$150M in funding for clients through Federal programs.

TxDOT Oklahoma City to South Texas High-Speed Rail Infrastructure Assessment

Oklahoma City - South TX, OK & TX

Deputy project manager for an assessment of existing roadway and rail infrastructure along an area generally following the I-35 corridor for a potential high-speed rail line. The project encompassed approximately 1,700 miles of rail and 1,500 miles of roadway. Mr. Meith led the efforts related to data collection, development of assessment criteria, identification of rail and roadway obstructions, typical track configurations and typical requirements for a high-speed rail facility. The project included areas within the Dallas-Fort Worth area and associated railroads in the area, such as UPRR, BNSF, KCS, DART and TRE.

CapMetro Saltillo Second Track/Platform Extension 10% Design

Austin, TX

Project manager for review of an additional second track and platform reconfiguration and extension in the Red Line Plaza Saltillo station area. Mr. Meith's role included the review of potential rail alignment and platform options, construction phasing impacts and roadway/civil adjustments. The project included stakeholder coordination with the City of Austin.

New Mexico Border Authority Santa Teresa International Rail Study

Santa Teresa, NM

To alleviate congestion due to trains crossing through Ciudad Juarez, Chihuahua, Mexico, and the city of El Paso at the international border, this project looked at shifting the international crossing with Ferromex, UPRR and BNSF to the west. Mr. Meith led the alignments portion

of the project's feasibility, including review of potential corridors and identification of potential preferred corridors. This included creating an alternatives matrix with scoring criteria for the alignments, review of viability of each alternative from a design and operations standpoint, and identification of potential facilities near the port of entry as well as quantities/estimates, preparation of a report and coordination with multiple public and private stakeholders.

DART South Oak Cliff Line Extension (SOC-3)

Dallas, TX

Led the track portion of the SOC-3 project, including the track plan and profile sheets, typical sections, cross sections, track charts, quantities/estimates, basis of design report, coordination with multiple disciplines, and value engineering with the general contractor.

VIA Streetcar Program

San Antonio, TX

Completed multiple assignments for VIA's streetcar program as part of HNTB's VIA GEC contract. He led a route evaluation of 16 potential streetcar segments within the project area through a fatal-flaw and rating analysis, led an evaluation of five maintenance facility sites by ranking within applicable criteria, prepared a design manual for the streetcar program and took part in urban design workshops for the overall program.

METRO Hughes Underpass

Houston, TX

Lead designer for the METRO LRT and shoofly tracks for Union Pacific Railroad for a roadway underpass/railroad bridge project. His responsibilities included design and review of freight rail construction sequencing and shoofly configurations, LRT alignment confirmation, preparation of LRT and freight rail specifications and coordination with UPRR on project design.



Mr. Crowe specializes in roadway and transit design and has a working knowledge of TxDOT standards and specifications and light rail and commuter rail design criteria. His responsibilities include roadway and transit design from initial conception through final design. He is proficient in MicroStation and GEOPAK.

Firm

HNTB Corporation

Education

MS/1999/Civil Engineering
BS/1996/Civil Engineering
AS/1993/Physics

Professional Registrations

PE: TX #89251 (2002)
WY #11030 (2006)
CO #45157 (2011)

Years of Experience

26

California High Speed Rail (CHSRA) Construction Package 4

Tulare & Kern Counties, CA

Change order and estimating manager for the 22-mile new high-speed rail alignment consisting of nine Type 1 structures, two Type 2 structures, three guideway packages (North, Middle, South) and 81 utility relocation packages, extensive drainage systems, earthwork and imported borrow. HNTB provides contract administration and oversight for environmental, ROW, design, construction, safety, quality, third party utilities, public relations, project control and ICE/ISE. On the CP4 project, Mr. Crowe prepared construction cost estimates, negotiated change orders with the contractor and prepared change orders for execution by CHSRA.

DART Cotton Belt Regional Rail Preliminary Engineering and EIS

Dallas, TX

Project engineer for the proposed regional passenger rail for the existing Cotton Belt Corridor, an east-west freight rail corridor. He also served in a design team management and QC role. The DART Cotton Belt project corridor is located on DART ROW and runs from just north of DFW International Airport to central Plano. It passes through Collin, Dallas and Tarrant Counties and includes the cities of Grapevine, Coppell, Carrollton, Addison, Dallas, Richardson and Plano. The

Cotton Belt project corridor is approximately 26 miles and runs in a northeasterly direction from north of DFW International Airport to its proposed terminus in central Plano. The proposed passenger rail will largely follow the existing freight rail within the existing corridor. The project included a constraints analysis, preliminary engineering plans and a design report.

MTA Purple Line P3 Design-Build Project

Washington, DC

Track design lead for the proposed 16-mile LRT project in the Maryland suburbs of Washington, DC inside the Capital Beltway (I-495). The Purple Line will extend between Bethesda in Montgomery County and New Carrollton in Prince George's County. It will connect both branches of the Washington Metrorail Red Line at Bethesda and Silver Spring, the Green Line at College Park, and the Orange Line at New Carrollton; all three MARC commuter rail lines; local and regional bus systems and Amtrak's Northeast Corridor. The Purple Line will be largely surface-running, on or adjacent to, existing roadways. It includes a short tunnel and an aerial segment, as well as several grade-separated crossings of busy roadways, railroads and waterways. The project includes 21 stations and two yard and shop facilities.

NWES and EC3E Segments

Denver, CO

Project engineer and track lead who provided general civil, structural, utility and rail engineering services for the design-build of this electrified commuter rail project. The 45-mile project includes the East Corridor from downtown Denver to the Denver International Airport, Gold Line from downtown Denver to Arvada, Northwest Electrified Segment from downtown Denver to Westminster and the commuter rail maintenance facility. Mr. Crowe was the track design lead for the Northwest Electrified Segment and East Corridor Segment 3E.

This task included development of the track plan and profile sheets, track typical sections, cross sections, track charts and retaining wall layouts.

NCTCOG DFW High-Speed Transportation Connections Study Preliminary Engineering and EIS

Dallas, TX

Engineering lead and design manager responsible for the evaluation of high-speed transportation alternatives (alignments and technology) to connect DFW to other planned high-performance passenger systems in the state and to enhance and connect to DFW regional transportation system. He obtained federal environmental approval of the viable alternative.

DART Dallas CBD Second Light Rail Alignment (D2) Preliminary Engineering and EIS

Dallas, TX

Engineering lead and design manager for this future second DART light rail alignment through downtown Dallas. D2 will increase system capacity, provide operational flexibility and serve new markets. It is critical to sustaining the DART system for the future by adding core capacity to the network. D2 is 2.4 miles long with one mile of tunnel. The project includes one at-grade station and three underground stations. He managed design staff and seven subconsultants in the design and production of the preliminary engineering plans and opinion of probable construction costs as well as reports and technical memorandum required to advance and complete the project. On the D2 project, he is also responsible for the track horizontal and vertical geometry.

Trinity Metro Trinity Lakes Station

Dallas, TX

Project engineer responsible for the removal of the existing Richland Hills Trinity Railway Express (TRE) station and the design of a new TRE station located adjacent to the Trinity Lakes development. The project included preliminary engineering, opinion of probable construction costs and Categorical Exclusion documents. He prepared station plans while referencing DART directive drawings for the standard gullwing design and prepared the platform portion for the opinion of probable construction costs.

VIA North Central Corridor Infrastructure Feasibility Study

San Antonio, TX

Project engineer for this study to assess the feasibility of high-capacity transit service, including light rail and BRT, within the North Central Corridor. The North Central corridor links downtown San Antonio with commercial centers in the north, as well as a potential transit connection to the San Antonio International Airport. The feasibility of introducing high-capacity transit to accommodate growth, expedite transit service in the corridor, encourage transit supportive development at key locations and providing multi-modal connectivity was explored.

TxDOT I-345 (Louise Avenue to Ross Avenue)

Dallas, TX

Project engineer for this rehabilitation of existing bridges located on the east side of downtown Dallas in between US 75 and I-45. The project included the repair of steel girders and floor beams as well as the repair of bridge railing and bridge deck. Mr. Crowe also developed traffic control plans.

TxDOT I-35 Schematic at Riverside

Austin, TX

Project engineer for this improvement project including additional through lane in each direction within limits, and associated ramp, interchange and frontage road modifications.

RTD North Metro Design-Build Project

Denver, CO

Discipline lead for the 18.5-mile commuter rail line running from Denver Union Station through Commerce City, Thornton and Northglenn to Highway 7 in North Adams County. There are eight stations planned on the North Metro Rail Line with six to be built under this contract.

DOUG WOODBURY, PE

SIGNALS/PTC



Firm
HNTB Corporation

Education
MS/1991/Electrical
Engineering
BS/1986/Electrical
Engineering

Professional Registrations
PE: MA #36228 (1991)
TX #79535(1994)
FL #47435 (1994)
RI #8000 (1999)

Years of Experience
37

Mr. Woodbury has managed numerous tasks under on-call contracts that involved the rehabilitation and retrofit of existing transit lines and keeping transit systems in a state of good repair. He has provided on-call services for Massachusetts Bay Transportation Authority (10 contracts for communications and security systems), New York City Transit (security systems), San Diego North County Transit District (fiber optic systems and PTC/signals systems) and Amtrak (security systems).

Massachusetts Bay Transportation Authority (MBTA) Green Line Extension
Cambridge, Somerville & Medford, MA

Design manager for track, signals, communications, traction power and catenary. He was in charge of the track and systems design, including coordination of design elements and overall systems integration for this \$1B project. The project also involved modifications to the adjacent commuter rail lines, including temporary and permanent track alignment and interlockings.

Metro-North Railroad (MNR) Customer Service Initiative
New York, NY

HNTB is designing the system-wide communications upgrade for MNR, one of the largest commuter railroads in the country with more than 83M annual riders. This project aims to enhance the customers' experience and improve operations with a system-wide upgrade of the public address, visual information and CCTV/ access control systems at all MNR stations throughout New York and Connecticut. Elevator and escalator monitoring, network connectivity and real-time data

improvements are also included. An updated public address/VIS has been designed for both Grand Central Terminal (GCT) for local control and North White Plains for the outlying stations and back-up for GCT. The security command center will be the central control facility for the new video management system, new integrated access control system, and new centralized elevator/escalator monitoring and control system. Key project challenges include the large geographical spread of the project, extensive stakeholder and contractor coordination and varying legacy systems that require integration.

MBTA Green Line Positive Train Control
Boston, MA

Deputy project manager responsible for working with the engineering team to provide project deliverables for implementation of PTC on the MBTA Green Line, including analysis of existing operations, existing infrastructure and vehicles. He prepared sections of the report and was part of the team analyzing candidate technologies for implementation on the Green Line.

NJ Transit Advanced Speed Enforcement System (ASES II) Positive Train Control (PTC) Support Service
Statewide, NJ

Communications lead responsible for working with NJ Transit to select the systems integration vendor for the PTC program and provide technical oversight of the contractor's work. The NJ Transit PTC system is compatible with the Amtrak ACSES system and also includes V-ETMS for interoperability with freight railroads. Mr. Woodbury is also responsible for design of communications upgrades to support the PTC program ground-based network. He prepared a needs analysis for radio frequencies, RFI for procurement and RFP for procurement of frequencies.

MBTA Fields Corner

Boston, MA

Task lead who provided technical and managerial direction for track, traction power, structural, signal, environmental, drainage, fire life safety and tunnel lighting designs. He has kept the project deliverables on schedule and worked cooperatively with the MBTA to address desired scope modifications while keeping the project moving forward.

MBTA Office of the Chief Engineer GEC Contract, Systemwide Transit Inspections, Phases 1, 2 and 3

Boston, MA

Project manager for on-call multidisciplinary engineering and design services as part of a GEC contract to support and enhance the MBTA's current state of good repair, upgrading and modernizing assets and system-wide expansion initiatives throughout MBTA's public transportation system. Work performed under this GEC will support efforts to increase service reliability and enhance service for MBTA customers.

MBTA Cabot Yard Rebuild

Boston, MA

Project manager for the \$110M project aiming to improve the efficiency of operations and enhance the customer service experience with the introduction of a new fleet of Red Line vehicles. The design for Cabot Yard was primarily a replace-in-kind design, updated as necessary to conform to Red Line program design standards, current MBTA practices and applicable codes. The primary design challenge was to create a design that allowed the replacement infrastructure to be constructed while the critical areas of the yard remained functional. This project was the first for the MBTA to introduce current generation signal system technology.

O'Hare International Airport Terminal Area Plan for O'Hare 21 Program

Chicago, IL

Lead tunnels APM in charge of verifying that the APM tunnels (alignment, profile and space) and equipment rooms will accommodate the APM. He also managed an APM maintenance and storage facility layout. HNTB is providing lead tunnel design and engineering services

to develop a 3,400-LF tunnel system to connect the new O'Hare Global Terminal to new Satellite Concourses S1 and S2. The system will consist of tunnel cells for two future APMs, a secure pedestrian corridor, a sterile pedestrian corridor for international arrivals at S1, a sterile baggage tunnel, a tug tunnel and a utility tunnel that will provide heating, cooling, domestic water and communication system connections to the satellite concourses from the main H&R plant.

MBTA System-wide Station Security Improvements

Boston, MA

Project principal who performed design and quality control and managed the overall functional requirements and design documents of the system-wide station and facility security system. Faced with extremely tight deadlines, Mr. Woodbury successfully managed multiple teams and used design templates to standardize the work and finish the design so the systems could be built before federal grant money expired. The project involved installation of electronic access control, video surveillance, intrusion detection and identification, perimeter fencing, and automatic gates to provide the overall security requirements of the stations and rail and bus yard facilities. The subsystems were integrated for seamless operation and universal data reporting at the hub centers and control centers.

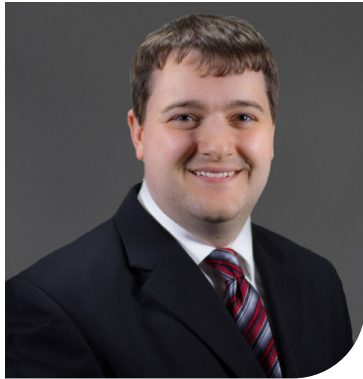
Los Angeles Metropolitan Transportation Agency Crenshaw/Los Angeles International Airport Transit Corridor Design-Build

Los Angeles, CA

Systems manager on the design-build team for the design of the traction power, train control, communications, and duct bank for this eight-mile rail line. Mr. Woodbury was responsible for delivery of design and coordination with all civil and structural design elements. He designed fiber optic systems, tunnel radio, closed-circuit television, passenger information, telephone system, and access controls. He provided extensive analysis of security at fare machines and gates, as the agency is installing gates for the first time. Mr. Woodbury showed his personal commitment to the project through a series of sessions with LA Metro safety and security staff, reviewing 3D models of stations to visualize what is seen by each camera, resulting in the agency staff's greater understanding and ultimate acceptance and appreciation for the design.

MARK DINGLER, PE

OPERATIONAL ANALYSIS/RTC MODELING



Firm

HNTB Corporation

Education

MS/2010/Civil Engineering
BS/2007/Civil Engineering

Professional Registrations

PE: FL #92339 (2021)

Years of Experience

15

Mr. Dingler has extensive experience in the railroad industry with a focus in rail capacity and simulation modeling built on a broad knowledge of railroad engineering and operations. Before joining HNTB, he supported or led all of his previous firm's line-of-road simulation projects with a primary focus on commuter and passenger rail projects. At HNTB, he leads the RTC simulation modeling group and has led intercity passenger, commuter feasibility and freight rail congestion studies. He is an expert in the impact of passenger operations on freight through his extensive work experience, multiple published research papers and being an expert witness to the US Surface Transportation Board (STB).

Gulf Coast Passenger Service RTC Modeling

New Orleans, LA & Mobile, AL

Modeling expert supporting CSX Transportation and Norfolk Southern Railway in their dispute with Amtrak over the introduction of passenger rail between New Orleans and Mobile. He worked closely with operations, engineering and legal departments as well as outside counsel from CSX Transportation and Norfolk Southern Railway. Mr. Dingler used simulation modeling and data analysis to determine the potential impact to freight operations and the public along the corridor and the necessary projects to mitigate the impact of four daily passenger trains on a freight corridor. He served as an expert witness describing the modeling effort in testimony during the STB hearing.

Sound Transit Light Rail Operations Simulation Modeling and Advisory Services

Statewide, WA

Project manager for a five-year modeling and planning contract with Sound Transit. He led the team that developed an open track operations simulation model of the existing and future light rail system. The model is used along with data analysis and industry experts to support schedule planning, infrastructure and alignment designs and systems integration as the Sound Transit system expands. Mr. Dingler managed a team of three subconsultants and HNTB staff across four countries and three continents.

Amtrak Chicago Union Station Operations and Station Integration Plan

Chicago, IL

Developed RTC models to study the necessary track infrastructure improvements to support future train schedules. The model included over 1200 daily Metra and Amtrak trains in the long-term future model. Mr. Dingler developed the model using historical train variability to determine the need for track improvements in train reliability approaching Union Station as an alternative to more expensive Union Station improvements.

OAR7 O'Hare/A-2/Rock Island 75th Street Capital Improvement Program (CIP) Funding Strategy & Metra Rock Island Grant Support

Metra, IL

Developed an RTC model to determine the potential degradation and track infrastructure required to support the introduction of the Metra Southwest Service and Amtrak onto Rock Island District (RID). He wrote two technical memos quantifying the potential impact to the

existing RID Metra service that would result from nearly doubling the number of trains on the corridor.

Metra A-2 RTC and Value Engineering Study

Chicago, IL

RTC modeling lead of the A-2 interlocking value engineering study. A-2 interlocking is the busiest interlocking in the region's entire transportation network and has been a critical bottleneck and source of train conflict that reduces on-time performance. The model included two downtown terminals, two storage yards and six Metra commuter lines. The RTC model was calibrated against existing train operations and used to evaluate capacity impact during construction and potential value engineering alternatives.

Jacksonville Transportation Authority Commuter Rail Feasibility Study

Jacksonville & St. Augustine, FL

Managed study to determine capital and operating cost of proposed commuter rail service between Jacksonville and St. Augustine. He created an RTC simulation model of existing railroad operations and evaluated numerous operational and infrastructure scenarios to allow the client to see the tradeoff between frequency and required infrastructure. Mr. Dingler developed a train plan by determining the train schedule, required number of vehicles and mid-day storage requirements to meet specified headways. He created capital and operating cost estimates for selected alternative.

Canadian Pacific/Kansas City Southern (CP/KCS) Merger Modeling Support

Kansas City, KS

Supported BNSF Railway in their response to CP/KCS STB Merger hearings. Mr. Dingler ran an RTC model and submitted a technical memo that was later submitted to the STB describing the impact of the proposed increase in traffic in the Houston Railroad Complex. The modeling found that based on the information CP/KCS had released in their initial filing the complex would be unable to support the projected increase in railroad traffic due to the merger without significant degradation to all rail traffic.

FDOT Florida East Coast (FEC) Trespass Mitigation Project

Cocoa & Miami, FL

Project manager responsible for the study of trespassing on the nearly 200-mile FEC Railway corridor between Cocoa and Miami. He performed an analysis of historical data, a spatial analysis of geographic information systems data and a review of aerial imagery to determine potential areas where repeated trespassing is likely to occur. He managed a field review of the rail corridor, the determination of corrective engineering solutions and the development of conceptual designs for 70 potential trespassing mitigation projects.

FDOT St. Augustine Smart Cites Grant Applications. Transportation Systems Management and Operations

Jacksonville, FL

Led the writing of local agency funding grant to FDOT District 2 for smart Cities projects in St. Augustine. The projects will reduce congestion caused by nearly 3M visitors each year. The proposed projects included dynamic messaging signs, smart crosswalks and a smart parking system. Mr. Dingler worked closely with the City of St. Augustine and FDOT District 2 to develop project scope, justification, cost estimate and estimated benefits.

STEVE JACOBI, PE, SE

BRIDGE DESIGN



Firm
HNTB Corporation

Education
BS/1985/Civil Engineering

Professional Registrations
PE: OK #16019 (1990)
SE: OK #16019 (1990)

Years of Experience
37

Mr. Jacobi is an associate vice president serving as a practice leader in HNTB's Oklahoma City office. He has 35 years of experience in design and administration, including experience in bridge design and project management. In his role as a state bridge engineer, he managed all facets of Oklahoma's bridge program, including analysis and design, hydraulics, bridge management, inspections, and preventative maintenance. He specializes in responding to environmental challenges such as flooding and seismic events.

Project Manager for the Oklahoma City NW BRT Construction
Oklahoma City, OK

Coordinates with stakeholders on construction and procurement issues with responses to RFIs on items that affect budget and schedule across civil engineering, electrical, water, gas, sewer, transit and signaling challenges.

Senior Technical Reviewer for I-44 over the UPRR in Oklahoma City
Oklahoma City, OK

Aiming to rehabilitate, widen, and replace the bridge superstructure on existing I-44 bridges over the UPRR line that runs west out of Oklahoma City, through Yukon, to El Reno, this project utilizes soil nail walls to provide accommodation for 2 additional tracks with an eye toward a future commuter rail line running west out of Oklahoma City. It incorporates prefabricated bridge elements and systems to reduce impacts to the existing rail operations.

ODOT
Statewide, OK

State bridge engineer responsible for managing a 68-person bridge division. The division had oversight for a \$400M annual bridge construction program with design being performed in-house and with consultant partners. Mr. Jacobi's office was responsible for 6,800 state-owned bridges, and additionally was responsible for inspections and load ratings on the remaining 16,300 public bridges. Office responsibilities included structural foundations (geotechnical testing, evaluation, construction monitoring techniques and foundation design utilizing drilled shaft, spread footing and driven pile foundations). His office oversaw retaining wall selection and design including cast-in-place cantilever, MSE, soil nail and secant pile walls.

Mr. Jacobi's responsibilities included responding to bridge emergencies brought about by flooding, seismic events, construction mishaps and vehicle impacts. He oversaw the bridge design efforts on a wide range of structure types utilizing steel and concrete on stream crossings, grade separations, interchanges and navigable bridge structures. Managing the bridge inspection program, he performed routine biennial, underwater and fracture critical inspections and bridge load ratings and postings. He also worked with the Department of Public Safety on routing of oversize and overweight loads.

Mr. Jacobi often collaborated with divisions/agencies outside his own. He worked with the Traffic Division in design, review and approval of ancillary structures such as signal poles, high-mast light towers and overhead sign structures. He had oversight for the hydraulics branch which oversaw the hydraulic design of bridge sized structures, scour evaluation, stream stabilization efforts, response to flood events and work with FEMA on CLOMR/LOMR responsibilities. Additionally, he collaborated with stakeholders including the OTA,

municipalities, tribal entities, USACE, USCG, railroads, utility companies, regional councils of governments, GRDA, border states and the public in advancing bridge programs and projects. He worked in concert with Environmental Programs Division on projects that had Section 106, 4(f), 6(f) and 404 impacts, affected migratory birds and threatened and endangered species to mitigate adverse effects. He also worked with legislators on funding, policy and legislation that affected long-term bridge system conditions.

In his role as state bridge engineer, Mr. Jacobi fostered an environment that embraced ABC technologies, research into innovative materials, structural monitoring and construction techniques, improved cooperation with the contracting community and advanced innovation. His accomplishments include the development of Oklahoma's ShakeCast seismic notification system and the state's first use of self-propelled modular transports. He reduced state-owned structurally deficient bridges from 372 to 86, moving ODOT up to 9th nationally in structurally deficient bridges, having been 49th 15 years previously. He also initiated the development of Oklahoma's tunnel inspection program.

Mr. Jacobi managed the efforts for replacement and other improvements of bridges on urban corridors on I-40, I-35, I-235, I-44, SH 74 and SH 152 in Oklahoma City and on I-44, I-244, US 75, SH 51 and US 412 in Tulsa. Representative projects from this role include:

BNSF RR over I-235

Oklahoma County, OK

Oversaw the design effort and construction coordination on the construction of a new railroad structure over I-235 along a parallel alignment. This 2-275' modified Warren truss bridge incorporated Oklahoma's first use of self-propelled modular transports to move the completed structures from an off-site construction location to its permanent location over a weekend closure period of I-235. This reduced impacts to the traveling public on the interstate facility and facilitated increased productivity on the truss construction due to its distance from the active rail line. The overall design concept preserved the existing alignment for future track expansion utilizing span openings on the NW 50th Street bridge, which is immediately north of the crossing.

BNSF US 64 over Alva

Alva, OK

Developed plans for the replacement of an existing structure over the double-tracked BNSF facility immediately west of Alva.

JOHN TRAUTMANN, RA, AIA, LEED® AP

ARCHITECTURE



Mr. Trautmann has over 30 years of experience in design and design management as a licensed architect. He has led all phases of development for a wide range of complex public and private project types, from interiors to new buildings and transportation-related facilities, consistently meeting the required budget and schedule. As a lead architect, he specializes in transit architecture, and thoroughly understands compliance with ADA requirements.

Firm
HNTB Corporation

Education
M.Arch./1988
BA/1984/Architecture

Professional Registrations
Professional Architect:
CA (1990), TX (2017)
LEED® AP

Years of Experience
33

Nobel Drive Parking Structure and Light Rail Transit Station, Mid-Coast Corridor Project
San Diego, CA

Lead architect for 60% design of a 450-space multi-deck parking structure integrated with an aerial rail transit station as part of a new \$2B line.

CapMetro MetroRail Downtown Multimodal Station
Austin, TX

Lead architect for general oversight and review of the 60% station design by the local architect-of-record. HNTB, in a joint venture with Downtown Gateway Partners, is responsible for design, construction documentation and implementation of a new replacement terminus, the southern end of CapMetro Rail's 32-mile Red Line. Adjacent to the Austin Convention Center and new bike and pedestrian ways, three platform positions will be able to accommodate a total of six Stadler GTW diesel multiple unit trainsets simultaneously to accommodate surge loads for special events.

METRO Northwest Transit Center
Houston, TX

Lead architect for design and construction documentation for the 25-bay Northwest Transit Center, the northern terminus of the new Uptown BRT. The BRT will have its own limited-access loop with a level-boarding platform and canopy set apart with distinct Uptown BRT branding. In addition to BRT, the intermodal transfer facility will serve as many as 20 dedicated freeway-corridor express and local bus routes as well as a possible shuttle bus to a projected Texas High-Speed Rail terminus.

Los Angeles County Metropolitan Transportation Authority (LACMTA) Crenshaw/LAX Transit Corridor Project
Los Angeles, CA

Lead architect for the 8.5-mile Crenshaw/LAX light-rail system. Mr. Trautmann led underground stations design for the technical proposal of a competing team in 2012, and with HNTB is leading the post-design architectural effort for all stations, which include three underground, one aerial and four at-grade. He is also leading the design of the Approved for Construction Phase for key areas of work such as plaza enhancements at the Crenshaw/MLK Underground Station and all stations signage packages. His current tasks include issuing design change directives, answering requests for information, reviewing submittals and performing construction observation.

LACMTA West Santa Ana Transit Corridor Technical Refinement Study
Los Angeles - Artesia, CA

As issue captain, Mr. Trautmann developed recommendations for the integration of new light rail transit tracks and platforms into the congested confines of Los Angeles Union Station.

San Diego Association of Governments (SANDAG) and Metropolitan Transit System (MTS) Mid-Coast Corridor Transit Project 30% and 65% Design

San Diego, CA

Master architect who led the design and documentation for all nine stations (four at grade and five aerial) for a new light rail transit line connecting University Town Center and University of California San Diego (UCSD) with downtown San Diego. He oversaw four architectural sub-consultants preparing the design of individual stations and internal staff designing common station details and key elements including retaining walls, abutments and viaduct columns. Working with client, stakeholder and design team groups, Mr. Trautmann helped to set the overall “look and feel” of the entire line and refine the layout and details to harmonize with the context of each station while maintaining overall continuity. Each station has a vastly different setting: Nobel Drive Station, next to the I-5 Freeway, will be integrated with a retail mall and an 800-car parking structure; VA Medical Center Station will tuck into the brow of a hill; Pepper Canyon Station will span a deep ravine that is an essential feature of the UCSD campus; Voigt Drive Station will serve the UCSD East Campus; Executive Drive and UTC Transit Center Stations will be built over Genesee Avenue and tied into confined, urban sites.

Exposition Metro Line Construction Authority (Expo) Exposition Light Rail Transit Project, Phase 2 - 60%, 90% and Final Design

Culver City - Santa Monica, CA

Lead architect for design and documentation for all seven stations of the Expo 2 light rail project, which extends the Expo line by 6.6 miles from Culver City to Downtown Santa Monica. Mr. Trautmann is the architect of record for the three Santa Monica stations and oversaw a subconsultant designing another four located in Los Angeles. Two Expo2 stations are aerial, spanning major north-south streets, one is elevated and four are at-grade. The project is design-build.

LACMTA Bob Hope Airport, Hollywood Way Metrolink Station Project

Burbank and Los Angeles, CA

Lead architect finalizing design and documentation for a heavy rail commuter rail station to serve the airport from Metrolink’s Lancaster Line.

Sound Transit Lynnwood Link Extension, Mountlake Terrace Station

Mountlake Terrace, WA

Performing QA/QC for the 60% station design architectural packages for the aerial light rail transit station. Packages include design drawings, construction specifications and egress calculations.

SANDAG and MTS East County Bus Maintenance Facility

El Cajon, CA

Led architectural design from programming to construction-phase services for a 10-bay bus maintenance facility that includes a new two-story, 44,775 SF maintenance, administration and operations building, a compressed natural gas fueling station and a chassis wash area, plus parking for up to 120 conventional and articulated buses. The project goal was LEED® Silver certification.

Metro and Crenshaw Transit Partners (Fluor/Balfour Beatty/SA Healy Impregilo Joint Venture) Crenshaw-LAX Transit Corridor Technical Proposal

Los Angeles & Inglewood, CA

Architect who oversaw the design of eight stations for a 8.5-mile LRT line with direct design responsibility for three underground stations located under Crenshaw Boulevard.

BEN SNIDER, PE

ENGINEERING



Firm
HNTB Corporation

Education
BS/2017/Civil Engineering

Professional Registrations
PE: MO #2022003448

Years of Experience
6

Mr. Snider is a transit and mobility engineer in HNTB's transportation planning and policy group in Kansas City. His experience consists of light and heavy rail transit design and BRT roadway and station design

KCSA Main Street Extension *Kansas City, MO*

Track engineer responsible for a segment of the track design along the mainline and vehicle maintenance facility for an extension of the existing streetcar system in Kansas City. He also assisted in the redesign of sidewalks and retaining walls along the corridor. This will be a transformative project to expand the capacity and quality of Kansas City's public transportation system and involves extended coordination across multiple firms.

KCSA Riverfront Extension *Kansas City, MO*

Track engineer responsible for a segment of the track design along the mainline for an extension of the existing streetcar system in Kansas City and responsible engineer for the two station platform designs. This project works in tandem with the Main Street extension and has built off the success of the previous work done to achieve within a tighter schedule and budget.

MARTA Campbellton Road BRT *Atlanta, GA*

Engineer responsible for the roadway and station design of a BRT project in Atlanta which will be the first of its kind across the eighth largest transit system in the country. The project includes exclusive bus guideway design and roadway expansion across over 10 miles of existing roadway as well as full redesign of 2 end of line transfer stations and will prove to be an innovative

milestone for Atlanta's move towards expanding its transit reach to underserved communities.

City of Tulsa Route 66 BRT *Tulsa, OK*

Engineer assisting in the station and electrical design of a BRT project in Tulsa. The project includes integration with the previously constructed system and design of 46 full level-boarding platforms.

MARCUS GEIST, PE

ENGINEERING



Mr. Geist is a transportation design engineer and project manager in HNTB's Oklahoma City office. His primary responsibilities include design and project management oversight of transportation projects. He has been involved in many phases of design of roadway projects. His experience with HNTB has included a variety of design work on rural and urban highway projects.

Firm
HNTB Corporation

Education
BS/2009/Civil Engineering

Professional Registrations
PE: KS #23735 (2014),
OK #32085 (2020)

Years of Experience
13

EMBARK NW BRT
Oklahoma City, OK

Transportation design manager for the design of the new BRT line in Oklahoma City. His responsibilities include design and plan production oversight, assisting with project management and coordination with other disciplines during design process.

California High Speed Rail
Fresno, CA

Transportation design engineer for this design-build project. His responsibilities included developing geometric concepts and alternatives, modeling and evaluation.

OTA Access Bond Program

Statewide, OK
Project manager for East/West Interchange at I-44/SH 37/East/West Turnpike. His responsibilities include project management and ensuring quality on all aspects of project, design oversight/review and client coordination with ODOT, OTA and MacArthur (prime). Mr. Geist also serves as project manager for 4.5 miles of widening on the Will Rogers Turnpike from approximate MP 252 to MP 256. His responsibilities include project management and ensuring quality on all

aspects of project, design oversight/reviews and client coordination with ODOT, OTA and Benham (prime).

ODOT US 69
Tushka, OK

Project manager for this 2.5-mile corridor of widening from 4-lane existing to 5-lane future configuration. His responsibilities include leading multi-discipline design coordination, design and plan production oversight, project management and coordination with client.

TxDOT I-35 Mobility Study (Segment 1 & 2)
Statewide, TX

Transportation design engineer for the 30% schematic development of the I-35 corridor 7% concept. As the design lead, his responsibilities included overseeing the geometry and modeling efforts for Segment 1 and 2. Additionally, he performed geometric and modeling work on Segment 1.

ODOT US 60
Kay County, OK

Project manager for this 6.5-mile-long corridor widening, resurfacing and bridge project between Tonkawa and Lamont. His responsibilities include project management and ensuring quality on all aspects of project, design oversight/reviews and client coordination.

ODOT SH 20
Mayes County, OK

Project manager for this 7.1-mile corridor study north of Salina, OK. The study evaluates existing roadway geometrics in conjunction with accident data to determine improvements required for facility. Mr. Geist's responsibilities include project management and ensuring quality on all aspects of project, alternative development, design oversight/reviews and client coordination.

OTA AET Conversions SP-62 & SP-63

Statewide, OK

Project manager for the conversion of existing cash lanes to All-Electronic Tolling on the Cherokee, Chickasaw, Kickapoo, Will Rogers and Turner Turnpikes. His responsibilities include project management and ensuring quality on all aspects of project, design oversight/reviews and client coordination.

ODOT US 75 over Black Creek

Coal County, OK

Transportation design manager and deputy project manager for this RCB replacement with a 3-span bridge, detouring around construction with adjacent shoofly. His responsibilities include leading multi-discipline design coordination, design and plan production oversight and coordination with client.

TxDOT SH 170

Westlake & Fort Worth, TX

Transportation roadway design project lead for this project. His responsibilities include lead roadway task lead and designer for this 6.5 miles of mainlane, ramp and cross street construction on a typical Texas-style freeway/frontage system.

Southbound US 69 over I-35 Bridge Painting

Lenexa, KS

Transportation traffic control task lead and engineer of record for bridge painting project. His responsibilities included leading design for traffic control, assisting with project management and coordination with other disciplines during the design process. He was the engineer of record on this project.

Southbound US 69 over I-35 Bridge

Lenexa, KS

Transportation roadway task lead and engineer of record for bridge deck reconstruction and 1 mile of ramp reconstruction to address roadway safety concerns. His responsibilities included leading design for traffic control and roadway design, assisting with project management and coordination with other disciplines during the design process. He was the engineer of record on this project.

K-10 South Lawrence Trafficway SEIS

Lawrence, KS

Transportation roadway task lead and deputy project manager for 9 miles of four-lane freeway on K-10, two new service interchanges and one new system to system interchange at K-10/I-70. His responsibilities include design oversight, staffing, assisting with project management and coordination with other disciplines during the environmental process. He currently serves as the task lead for roadway in addition to his deputy project manager role.

KDOT US 69 over I-35 Bridge Redeck

Lenexa, KS

Transportation roadway task lead and engineer of record for bridge redeck and 1 mile of ramp reconstruction to address safety concerns. His responsibilities included leading design for traffic control and roadway, assisting with project management and coordination with other disciplines during the design process. He was the engineer of record on this project.

IDOT I-69 Segment 6

Martinsville, IN

Segment design roadway task lead for 4 miles of expressway to freeway conversion including the design of two service interchanges with connected CD Road systems. The project developed the preferred alternative concept into final design and construction documents.

EMMA BACHMAN, EI

ENGINEER



Firm
HNTB Corporation

Education
BS/2021/Civil Engineering

Professional Registrations
EI: Oklahoma #16509 (2021)

Years of Experience
2

Ms. Bachman is an engineer working in HNTB's Oklahoma City office. She has experience in highway design, including geometric design, highway modeling, highway drainage and plan production.

OTA East-West Connector
Canadian County, OK

Highway design engineer for this interchange design project as part of the ACCESS Oklahoma bond program. The interchange will connect SH 37 and I-44 with new proposed East-West connector toll road. Ms. Bachman's responsibilities include geometric design, roadway modeling, and plan production.

ODOT US 60
Kay County, OK

Highway and drainage design engineer for this 6.5-mile-long corridor widening, resurfacing and bridge project between Tonkawa and Lamont including streambank remediation solutions. Ms. Bachman's responsibilities include geometric design, roadway modeling, drainage design of ditches and culverts and plan production.

ODOT SH 20
Mayes County, OK

Highway design engineer on this 7.1-mile-long corridor study north of Salina. The study aims to evaluate alternatives for proposed geometric improvements to previously identified safety concerns on the corridor. Ms. Bachman's responsibilities include development of alignment alternatives, alternative evaluation, report writing, and development of electronic exhibits leveraging advanced PDF features to communicate with the client.

ODOT US 69
Tushka, OK

Highway design engineer on this 2.5-mile corridor of widening from 4-lane existing to 5-lane future configuration. Ms. Bachman is responsible for roadway modeling and plan production.

KDOT US 69 Express Corridor Project
Overland Park, KS

Highway design engineer responsible for assisting with the preliminary engineering on the project. HNTB is serving as KDOT's PMC for this \$500M program, including the procurement of an initial \$300M design-build project. The US 69 Express project will reconstruct and expand US 69 including consideration for addition of an Express Toll Lane in each direction, with the first in the state of Kansas. Ms. Bachman's project duties included geometric design, roadway modeling and plan production.

ODOT I-44 over Black Gold Drive and UPRR Bridges 18769 and 18770
Oklahoma City, OK

Highway design intern for a bridge replacement project addressing the immediate needs of the existing bridge conditions and providing future improvements on the adjacent I-44 and I-40 Interchange. This corridor is one of the heaviest traveled corridors in Oklahoma, with estimated ADT of 153,300 with 7% trucks. Ms. Bachman's responsibilities included geometric design and cost estimation.

JESSE HARDER, PE

MEP: MECHANICAL



Firm

HNTB Corporation

Education

BS/2000/Mechanical
Engineering

Professional Registrations

PE: CA #M34348 (2008)
WA #51356 (2014)

Years of Experience

23

Mr. Harder is a supervising engineer with 20 years of experience in design, design review, management and construction of transportation facilities. He has successfully delivered projects as the operating agency's representative and has a strong working knowledge of mechanical, electrical and fire protection engineering, maintenance and system operations. He has experience developing innovative solutions for mechanical systems, including ventilation, fire-life safety systems and utility systems. He has a comprehensive understanding of transportation systems codes and industry standards, including Caltrans standard plans and specifications. His experience extends from concept design through construction and contract closeout for tunnels, bridges, highways and transportation facilities.

Port of Oakland Comprehensive Civil and Utility Assessment Program

Oakland, CA

Engineering manager and utility lead in charge of utility condition assessment work for the Oakland Airport. The work included extensive research of record drawings and reports, mapping, staff interviews and site visits to evaluate systems including the pump stations, central plants and electrical substations. A key component of the work was the preparation of "design ready" base maps that incorporated surveys, utility investigations and project improvements. A technical report addressed the condition analyses of all utility assets.

San Francisco Municipal Transportation Agency Central Subway Third Street Light Rail Phase II

San Francisco, CA

Fire/life safety mechanical lead and fire protection engineer who completed an evaluation of emergency ventilation system modes and hazards for the subway crossover and adjoining tunnel segments. A key success was the development of an alternate ventilation strategy to more effectively coordinate the ventilation system design with the train control system operating parameters. The evaluation included extensive computational fluid dynamics modeling to determine the most effective vent zone boundaries and minimize hazards to occupants. Mr. Harder also led a joint designer-stakeholder team in the evaluation and preparation of an alternate hazard analysis to identify potential hazards and effective mitigation measures related to train operations at the crossover tunnel.

BART Transbay Core Capacity Program

Oakland, CA

Mechanical engineer lead responsible for the preliminary and final design of plumbing and pumping systems serving new traction power substations including prefabricated restrooms and sump dewatering. The design includes the selection and layout of HVAC systems for AC and DC switchgear houses at each substation site. The HVAC design is based on site-specific load models developed in Trane TRACE 3D, which are coordinated with the electrical and communication equipment selection, data and layout.

BART Transbay Tube (TBT) Retrofit Pumping System Upgrade*Oakland, CA*

Mechanical engineer responsible for the design of new pumping systems within the TBT and transition structures. He led the development of mechanical design upgrades in close coordination with operations, maintenance and engineering. The work included plans and specifications, calculations and cost estimates supported by extensive site research and field investigations to confirm as-built conditions and prepare accurate design drawings. Calculations included hydraulic and pipe support. The design offered significant increased pumping capacity within the existing constrained spaces. The team made special considerations to develop a maintainable design that supported facility operations during construction.

Caltrain San Francisco Street Bridges Utility Relocation*San Francisco, CA*

Engineer performing a code evaluation and design review of utility rearrangements, including a section of the San Francisco high-pressure hydrant system in support of the bridge replacement over Caltrain ROW.

BART TBT Tunnel Lighting Upgrade Phase II*Oakland, CA*

Work plan manager responsible for the preparation of contract documents for the replacement of lighting and related electrical power and control systems throughout the TBT. He managed the electrical design team in the development of the final design including oversight of work scope, schedule, cost estimate, QA/QC and all deliverables. Mr. Harder provided client interface including coordination between contracts to ensure drawing consistency and clear interfaces. He worked closely with BART maintenance and engineering to drive the approval of key design alternatives for lighting control and fire-rated circuiting. Final design work included the replacement of existing lighting in the trackway, stairwells, upper and lower galleries, replacement of power and control circuits, panelboards and trip stations.

BART Traction Power Substations (TPSS) Replacement Program (Measure RR)*Oakland, CA*

Lead mechanical engineer responsible for the preparation of TP-010 mechanical drawings and specifications for the replacement of HVAC, plumbing and ventilation systems at TPSSs for facilities along the M-Line. The project aimed to provide system redundancy and increased capacity to support growth in BART ridership. Early work included workshops where Mr. Harder carefully reviewed mechanical BART facilities standards design criteria with stakeholders to determine its application to new TPSS equipment. The team selected and designed HVAC systems to provide heating, air conditioning and pressurization and batter room ventilation. Mechanical system designs were closely coordinated with the District Architect's office to ensure duct and pipe routing considered public use and aesthetic. The design incorporated redundancy where feasible and implemented control systems that provide a common interface for maintenance to improve reliability and reduce downtime.

CARL AYUBI, PE

MEP: ELECTRICAL



Firm

HNTB Corporation

Education

BS/1989/Electrical
Engineering

Professional Registrations

PE: TX #124317 (2016)
UT #10092386-2002 (2016)
CO #44684 (2010)
CA #E17891 (2006)
OR #77378PE (2005)
MO #2004026629 (2004)
NV #015340 (2002)
HI #10461 (2002)
LA #30026 (2002)
WA #33270 (1996)

Years of Experience

34

Mr. Ayubi has over 30 years of engineering and construction experience in electrical, utility and fueling facilities. His responsibilities have included supervising electrical engineering and design, facility engineering, subcontract administration, budget management, estimating and scheduling. He specializes in installing new utilities, substations, electrical distribution systems, communication lines, emergency power systems and lighting upgrades. He has extensive experience in the field and in providing construction support during utility project implementation. Mr. Ayubi has earned a reputation as a trusted consultant for delivering on-call projects on tight deadlines and for supporting a variety of project delivery systems, including design-build.

Sound Transit Overlake Transit Center and Park-and-Ride

Redmond, WA

Electrical engineer responsible for preparing preliminary engineering and environmental documentation for a new \$11M transit center and park-and-ride lot in Redmond near Microsoft Corporation's headquarters. The facility serves Sound Transit regional commuter buses, King County Metro and Community Transit regional and local routes and Microsoft employee shuttles. The on-site, transit-oriented development includes a Redmond police substation, bicycle services and office space for the local traffic management association. The Transit Center will serve the East Link light rail transit line from Seattle and Bellevue.

MetroLink Cross Country Extension

St. Louis, MO

Electrical engineer for portions of the extension for a \$650M, 8-mile light rail extension to the existing St. Louis Metro Transit system. The extension also included nine stations, numerous bridges and four tunnels. The scope encompassed all systemwide elements of trackwork, train control, communications, traction power and related site and utility work. Mr. Ayubi's responsibilities included the electrical design of the emergency ventilation and tunnel lighting systems.

Sound Transit University of Washington Station Light Rail

Seattle, WA

Quality control engineer for electrical work on the underground tunnel and two underground passenger stations for this \$1.45B, 3.15-mile underground extension of the light rail system in urban Seattle. Electrical systems include all power and lighting for tunnel and stations, building management systems for fire and life safety systems control and fire alarm systems.

City of Los Angeles 6th Street Viaduct Replacement Project

Los Angeles, CA

Electrical engineer responsible for supervision of the lighting designs. This project included the demolition and replacement of the historic Sixth Street Viaduct in Los Angeles.

WSDOT Alaskan Way Viaduct and Seawall Replacement

Seattle, WA

Engineer of record for the power and lighting design for the entire project. The FHWA approved the construction of a bored tunnel to replace Seattle's above-street

Alaskan Way Viaduct. The central waterfront section of the 1950s-era viaduct was replaced with a tunnel beneath the City's downtown. This tunnel connects SR 99 south of downtown with Aurora Avenue to the north. Mr. Ayubi supported Seattle City Light by distributing power between the operations buildings on the South and North ends of the tunnel and distribution of all power within the tunnel from 16 tunnel electrical rooms.

Caltrans I-405 Sepulveda Pass Widening Design-Build

Los Angeles, CA

Electrical engineer in a support role for specific change order design efforts. The \$750M project added a 10-mile high-occupancy vehicle lane and improved supporting infrastructure, such as ramps, bridges, and sound walls on the San Diego Freeway (I-405), while widening lanes and shoulder to full standards from the Santa Monica Freeway (I-10) to Ventura Freeway (US 101). Design drawing preparation included medium voltage and telecommunication duct bank reroutes to allow for installation of overpass support structures.

WSDOT SR 543 I-5 to International Boundary

Blaine, WA

Electrical engineer responsible for the relocation of existing 12.47 kV utilities to allow for roadway expansion. His duties included rerouting the existing Blaine City Light primary feeders to allow for new construction, replacing existing overhead lines with new underground feeders and installing lighting upgrades.

Honolulu Authority for Rapid Transportation, Kamehameha Highway Guideway (KHG) Design-Build

O'ahu, HI

Engineer of record responsible for the relocation of utility interferences, which included power and lighting design. The KHG is the second segment of the Honolulu High-Capacity Transit Corridor Project, a \$5.3B program that encompasses a 20-mile elevated guideway rail transit line connecting West O'ahu with downtown Honolulu and Ala Moana Center. This \$350M, 3.89-mile segment extends from Pearl Highlands near Leeward Community College to the Aloha Stadium. Mr. Ayubi's work contributed to the installation of new guideway columns and other associated construction elements. Design drawing preparation included

medium voltage, secondary utility duct bank reroutes, and overhead power line relocations to allow for installation of support structures.

ROBERT KERR

MEP: PLUMBING



Firm

HNTB Corporation

Education

BS/2014/Mechanical
Engineering

Years of Experience

17

Mr. Kerr is a mechanical engineer with a strong background in commercial piping, plumbing and pumping systems in both design and construction. He has experience developing drawings, specifications and calculations for plumbing and fire protection systems for transportation facilities as part of multi-disciplinary teams. His experience also includes leadership roles providing design, testing and commissioning support during construction. His design experience includes extensive work using AutoCAD, REVIT and PIPE-FLO.

BART Oakland Shops Geometry Vehicle Storage and Spur Track

Oakland, CA

Assisted with design support during construction by addressing mechanical and fire protection system related RFIs and submittals. He assisted with civil utility investigations and relocation of specific utilities while coordinating with remaining discipline leads.

BART Transbay Corridor Core Capacity Program

Concord, Richmond & Oakland, CA

Responsible for plumbing design including drawings, calculations, and specifications for new traction power electrical substations. He developed new specifications for a prefabricated restroom and dewatering pumps. Mr. Kerr also prepared design variance requests based on extensive code research and coordinated underground utility routing and points of connection for storm and sanitary piping.

CalTrain CEMOF Facility Modifications

Oakland, CA

Reviewed, coordinated and responded to RFIs, submittals and shop drawings as the subject matter expert on all mechanical related issues. He coordinated and led oil waste piping change order work, advised the project manager on the merit and magnitude of potential contract changes during construction and assessed work quality on review of inspector reports.

Sound Transit North Link Extension

Seattle, WA

Construction management lead for mechanical systems for over three years. In this position, he was responsible for reviewing submittals, answering RFIs pertaining to fire protection, HVAC and plumbing disciplines, contract/specification changes and QA/QC management for document control. He was also involved with cross-discipline coordination meetings in multiple project offices.

Port of Oakland Oakland Airport (OAK) Comprehensive Civil and Utility Assessment Program

Oakland, CA

Worked with a multi-disciplined team to assess the underground utilities for the Port of Oakland for future expansion possibilities. The work included extensive research of as-built and record drawings, reports, CAD mapping, staff interviews and site visits to evaluate systems including the central plants and electrical substations. He was responsible for the assessment and mapping of the water system.

Amtrak DEF (Diesel Exhaust Fluid) System Addition*Oakland, CA*

Provided technical review and assisted with specification development for a new DEF pumping system for an Amtrak maintenance facility. He supported CAD drawing development and product research for all new pumping equipment.

BART TBT Internal Retrofit*San Francisco & Oakland, CA*

Provided design support during construction, including reviewing submittals and shop drawings, answering RFIs and site inspections. The project provided new pumps, redundant power supplies, controls and related piping to increase the capacity of six pump stations within the BART TBT. Support included confirming pipe routing in constrained areas and developing support details coordinating with construction sequencing and existing conditions.

Sound Transit East Link Extension*Seattle, WA*

Responsible for the design development of the fire standpipe systems along the D2, Mercer Island Tunnel and East Channel Bridge portion of the light rail transit extension to Bellevue. Mr. Kerr oversaw and led all efforts for QA/QC during the final design phase. He completed the hydraulic analysis and pipe support design and assisted with the design of plumbing systems at two new above-grade transit stations. He is currently providing ongoing design support during construction, including coordination with other engineering disciplines in multiple project offices.

Santa Clara Valley Transit Authority BART Extension*San Jose, CA*

Worked with several industry specialists to develop a concept for one of the largest single bore transit tunnels in the country to run two trains consecutively underneath and atop city streets in San Jose. He helped develop station design criteria and space proofing for essential and life safety systems and was involved with cross-discipline coordination meetings.

C-70 Deck Park*Denver, CO*

Provided CADD support during design. He worked with the lead engineer while concurrently performing hydraulic calculations to determine the best design. Mr Kerr also performed hydraulic calculations for the Fixed Fire Fighting System, which included roadway sprinklers and a semi-automatic standpipe system.

WILLIAM MADSEN, PLA, LEED® AP

URBAN DESIGN/LANDSCAPE ARCHITECTURE



Firm

HNTB Corporation

Education

MA/2003/Architectural
Management
BLA/1993

Professional Registrations

PLA: KS #LA616 (2021),
MO #1999134727 (1999),
IA #00420 (2001),
MI #3901001402 (2004)
LEED® AP BD+C

Years of Experience

29

Mr. Madsen has nearly 30 years of experience in landscape architecture for professional, collegiate, municipal and developer clients. His experience includes transit design, urban planning, site design, green infrastructure, public space design campus master planning, land-use planning, sports facility design and landscape design. His professional skills include project visioning, team leadership, consensus building, detailed design and project management.

KCSA KC Streetcar Main Street Extension Final Design

Kansas City, MO

Lead landscape architect for Kansas City's southern streetcar line extension. Teamed with HDR, Mr. Madsen leads the landscape design for improvements along the corridor beginning at Union Station and terminating at UMKC. Improvements along the extension were designed to meet Kansas City Missouri Parks and Boulevard standards for plantings, Kansas City Missouri Water Services standards for GSI basins at Memorial Drive and to incorporate design elements from the Country Club Plaza. Mr. Madsen also provided senior technical reviews of streetcar station designs, pedestrian facility connections and ADA accessibility.

EMBARK Northwest BRT

Oklahoma City, OK

Senior transit designer responsible for station and system design during 60%, 90% and final design aspects of the Northwest BRT system for Oklahoma City. His responsibilities included typical station layout, accessibility coordination, shelter specification,

equipment layout service connection coordination and bidding assistance.

CATS Plank-Nicholson BRT Final Design

Baton Rouge, LA

BRT design lead who conducted a value engineering workshop for the Plank-Nicholson BRT project, the first BRT line in the City of Baton Rouge. Mr. Madsen provided input related design considerations, station design corridor amenities, transfer center design and cost estimate assumptions. The \$54M, 9-mile project includes level-boarding BRT stations, terminus transfer center and roadway, signal, and sidewalk accessibility improvements. The project is funded in part through a \$15M USDOT BUILD Grant and includes HNTB's coordination with the FTA's PMOC on the project.

MARTA FY20 ART Program Planning

Atlanta, GA

Senior transit designer leading the preparation of preliminary engineering plans and technical specifications outline for the proposed ART stations for the Cleveland Avenue and Metropolitan Parkway Corridors.

West Virginia Parkways Authority West Virginia Turnpike

Statewide, WV

Site design leader and discipline coordination lead for the design of 3 Travel Plazas along the West Virginia Turnpike. Beckley, Bluestone and Morton travel plazas will provide truck and auto parking facilities, food service Tourist Information Center amenities, electric vehicle charging stations, and outdoor spaces capturing unique elements of the West Virginia landscape.

City of Garden City Regional Airport New Terminal Building

Garden City, KS

Senior landscape architect responsible for the design of landside public spaces. His responsibilities included landside site design coordination, landscape design, irrigation design and specification development.

City of Olathe I-35 & 119th Street Interchange Improvements Project

Olathe, KS

Senior landscape architect responsible for quality control reviews of landscape improvements for the reconfiguration of the I-35 and 119th Street interchange from an existing diamond to a diverging diamond interchange.

MARTA Campbellton Corridor AA

Atlanta, GA

HNTB led the development of transit alternatives for the Campbellton Road corridor, including LRT and BRT modes. Mr. Madsen performed senior technical reviews and provided design guidance on alignment, and station design for the BRT alternative.

City of Omaha Riverfront Drive Pedestrian Connector Bridge NEPA, Conceptual Design and Final Design

Omaha, NE

Senior urban designer for the completion of the final design for this bridge that will link the Omaha's North Downtown to the Bob Kerrey Pedestrian Bridge and Omaha's riverfront. The design incorporates seating, landscape elements and decorative lighting into a plaza space that ties the bridge to the intersection of 10th and Fahey Streets. Nearby destinations include the TD Ameritrade Park, CenturyLink Center and additional proposed development within the North Downtown district.

Kansas City Water Services Department Central Industrial District Green Infrastructure Demonstration

Kansas City, MO

Responsible for landscape coordination and project gateway design. The project included design and construction inspection of a large green

infrastructure project in the urban core to reduce stormwater capture into the City's combined sewer system. Green infrastructure components included permeable pavement, gravel infiltration basins, combined sewer separation and bioretention/wetlands. The project was awarded the Kansas City Industrial Council's Sustainability Award in 2020 and received the 2021 APWA National Project of the Year award in the environmental category for projects \$5M to \$25M).

Arlington National Cemetery (ANC) Southern Expansion

Arlington, VA

Responsible for senior technical review for Phase II of the cemetery design for the southern expansion project (ANCSE). The ANCSE is a transformative project that will seamlessly extend the cemetery. The expansion will include sections for casket burials, preset crypts, in-ground cremated remains and columbaria. Supporting facilities include a committal shelter, a restroom, a storage and service building in the columbaria area, new and relocated utilities, landscape plantings, secured vehicular and pedestrian entry points, vehicle access roads, pedestrian walkways and security measures. The plan enhances the presence of the Air Force Memorial as a location fully integrated into the ANC. The new Operations Complex south of Columbia Pike and tunnel under Columbia Pike will allow for the seamless expansion of the cemetery while maintaining current service requirements.

KDOT South Lawrence Trafficway West Leg (South Project)

Lawrence, KS

Landscape architecture lead responsible for the conceptual design of public improvements to fit the roadway into the community context. Landscape enhancements include roadway plantings, gateway coordination and public space connection under the Trafficway at Clinton Parkway and Wakarusa Drive. This project will improve SLT/K-10 from the existing two-lane configuration to a four-lane separated freeway section.

MATT STOWMAN, PE

COST ESTIMATES



Mr. Stowman has 19 years of experience in heavy civil infrastructure projects with responsibilities in estimating, scheduling, constructibility reviews, claims, and construction. He has led teams of estimators for transit and heavy highway construction projects for high-level parametric estimates as well as detailed contractor-style estimates. Mr. Stowman is proficient using HCSS estimating software.

Firm

HNTB Corporation

Education

BS/2004/Civil Engineering

Professional Registrations

PE: MN #49909 (2012)

Years of Experience

29

CTA Design GEC III, All Stations Accessibility Program Logan Square Line California Station

Chicago, IL

Estimating team member who produced contractor-style estimates at the 30%, 60%, 90% and 100% design milestones. The project involves installation of new elevators adjacent to the station house and new egress stairs at the south end of the platforms, which will be widened.

CTA Red Line Extension (RLE) Program Management

Chicago, IL

Estimator who provided a peer review of the engineering team's estimate. HNTB provides program management services for the CTA RLE project, a proposed \$3.6B, 5.6-mile heavy rail rapid transit extension of the Red Line on Chicago's Far South Side. The project will construct four new stations featuring bus connections and parking facilities and provide a modern, efficient car storage yard and shop facility. RLE is one part of CTA's Red Ahead Program to extend and enhance the entire Red Line.

City of Milwaukee Vel R. Phillips Plaza

Milwaukee, WI

Lead estimator for a proposed plaza, including planning to accommodate a proposed BRT platform and streetcar station for The Hop. Construction also included a structure for a future business.

SANDAG South Bay to Sorrento Comprehensive Multimodal Corridor Plan

San Diego, CA

Estimating team lead for the development of conceptual-level planning costs for a variety of transit projects, including complete streets, light rail routes, bus routes and bicycle path projects to aid in long-term planning of the region's transit network.

LACMTA Express Lanes PMSS

Los Angeles, CA

Estimating team member who produced a detailed contractor-style estimate for comparison to a contractor's estimate. Mr. Stowman also took part in contractor negotiations to settle on a fair and reasonable price for all parties.

CTA Design GEC Harlem Bus Bridge

Chicago, IL

Estimating team member who produced contractor-style estimates at the 30%, 60%, 90% and 100% design milestones. The Harlem Bus Bridge is a key piece of infrastructure for the CTA. The facility and adjacent parking lot allows commuters using buses and personal vehicles to easily access the northern Harlem Blue Line station. The bridge is planned to undergo complete reconstruction, requiring unique traffic management to maintain bus and personal vehicle access to the facility during the outage.

Caltrain San Francisquito Creek Bridge Rehabilitation

Palo Alto, CA

Lead estimator who developed a contractor-style estimate for the rehabilitation of a truss bridge over the San Francisquito Creek.

MDOT Blue Water Bridge Plaza Expansion

Port Huron, MI

Estimating team lead producing a range of magnitude estimate for the design-build reconstruction and reconfiguration of the Blue Water Bridge (BWB) Border Plaza. HNTB is providing plaza alternatives analysis, traffic analysis, noise, environmental support, risk analysis, 30% design of plaza site civil and applicable sections of the books, MOT and utility coordination.

Caltrans I-405 Pavement Improvements

Orange County, CA

Estimating team lead who led the evaluation of cost for a design-build pavement improvement project in Orange County. The effort included a contractor-style detailed estimate with built-up crews and equipment. Crew hours for each task were then used to develop a project schedule.

CTA Racine Station ADA and Traction Power Improvements

Chicago, IL

Estimator who compiled a detailed contractor-style estimate for station improvements, including station house reconstruction, ramp and ADA improvements, platform reconstruction and an advance utility relocation package.

MDOT Innovative Contracting, I-94 Calhoun County Design-Build

Calhoun County, MI

Estimator who provided a project estimate and schedule for this design-build project. The project controls team also lead an alternatives analysis of the I-94 bridges over the Kalamazoo River, including a detailed constructibility review of staging alternatives, crane sizing and placements for bridge demolition and setting of proposed girders for various span configuration. The project involves the resurfacing of approximately 10 miles of I-94 from west of Helmer Road to 17 Mile

Road, as well as the replacement of nine structures and rehabilitation of eight structures, including profile changes on I-94 under the Capital Avenue interchange to improve under clearance. Work also includes reconstruction on I-94 under select bridges and paving of various ramps and a rest area.

MDOT Integrated Master Program Support

Statewide, MI

Project controls support for various programs across the state of Michigan. Mr. Stowman's duties include industry outreach for material lead times and development of estimating templates for innovative contracting projects.

Ramsey County Rush Line BRT Project Management Consultant Services and METRO Purple Line BRT Peer Review and Environmental

Ramsey County, MN

Estimator providing peer reviews of the design consultants' project estimate and cost alternatives for project phasing. The \$450M BRT line will serve multiple communities in northeast St. Paul. The 15-mile BRT line will include 21 stations and connect with other BRT and LRT lines within the METRO transit network, increasing access to jobs, housing, recreation and community services in the metropolitan area. HNTB provided PMC services for the Rush Line BRT project to support the environmental analysis phase (EAP) to project development. Acting as an extension of Ramsey County staff, HNTB provided oversight to the EAP consultant performing preliminary engineering, environmental review, station area planning and communication and public engagement to successfully advance the project to enter FTA's project development phase. Now with Metro Transit, the former Rush Line (now Purple Line) will operate on arterial streets in Business Access and Transit lanes and on dedicated ROW in an exclusive guideway adjacent to the Bruce Vento Trail.

KYLE KRONER, CEP

ENVIRONMENTAL



Firm

HNTB Corporation

Education

MS/2001/Urban & Regional Planning
BS/1998/Community & Regional Planning

Professional Registrations

Certified Environmental Professional: #12040610

NEPA & Transportation Decision Making Process NHI #142005

Years of Experience

22

Mr. Kroner is HNTB's Midwest NEPA and environmental permitting practice leader based in HNTB's Kansas City Metro office. He has over 20 years of experience in environmental compliance and permitting, environmental and transportation project management and NEPA compliance documentation development. His environmental planning experience includes management of the NEPA decision-making process and preparation of environmental documentation for a variety of bridge, roadway and transit projects for federal, state, municipal and Class I railroad clients. His transportation planning experience includes concept development, alternatives analyses, preliminary and final design oversight, preparation of technical traffic impact studies and economic analysis of transportation projects.

IDOT CBIS Segment 4 NEPA, IJR and Preliminary Engineering

Council Bluffs, IA

Project manager for Phase 1 and 2 of the preparation of a Tier 2 NEPA Environmental Assessment (EA), the CBIS Systemwide IJR amendment and conceptual design and preliminary engineering services for reconstruction of the I-29/I-480 systems interchange. The HNTB team assessed changes to the project study area since the approval of the Tier 1 NEPA document over a decade earlier and evaluated two Tier 1 interchange improvement concepts for their abilities to meet updated design criteria, maintenance of traffic

requirements and constructibility. HNTB also developed a third concept for evaluation that responded to dynamic conditions in the project corridor to allow for flexibility in packaging and construction sequencing of the interchange.

Mr. Kroner also led the environmental analysis and NEPA documentation for the project. Expected environmental issues included potential Section 4(f) impacts, floodplain and drainage issues, environmental justice and community cohesion, bicycle and pedestrian connectivity during construction and other community and economic impacts associated with a multi-year major construction project. Due to IDOT's accelerated schedule for this project, an EA/FONSI approval from FHWA occurred in late 2016.

Additionally, Mr. Kroner oversaw the preparation of an IJR amendment to demonstrate to the FHWA that a preferred alternative would not have adverse impacts to the interstate system. Technical work associated with the IJR amendment included updated travel demand forecast modeling, traffic operational analysis and simulation for the Tier 1 concepts and the proposed third concept and documentation of the technical work within the IJR amendment report. Anticipated construction value was \$240M, with ground breaking expected in 2020.

City of Omaha Riverfront Drive Pedestrian Connector Bridge Categorical Exclusion *Omaha, NE*

Project manager and principal author for a NEPA CE and EA for a pedestrian bridge that connects the existing Bob Kerrey Pedestrian Bridge over the Missouri River to the 10th Street and Fahey intersection activity center. Important issues on this project include Section 4(f) impacts, the minimization of exposure to hazardous materials and potential parking impacts.

**Roaring Forks Transportation Authority VelociRFTA
BRT Program Manager**

Aspen - Glenwood Springs, CO

NEPA project manager for environmental studies related to the program to implement a new \$46.2M BRT service for the Roaring Forks Transportation Authority (RFTA). He is responsible for direct coordination with the appropriate transportation and resource agencies, including CDOT. During later design and construction phases of this project, he will manage and coordinate the environmental permitting process, which includes nine stations along a 40 mile corridor.

**Denver Regional Transportation District FasTracks
Eagle P3**

Denver, CO

Environmental and permits task force lead during the pre-award phase of this complex dual-line commuter rail project. Work in this phase included an in-depth review of previously prepared NEPA documentation to identify environmental issues that require additional commitments, mitigation and compliance monitoring during design and construction phases. Mr. Kroner coordinated and administered the permitting and mitigation monitoring risk assessment program developed specifically for the project, including assessing changes in ROW needs for additional NEPA clearances.

**KCATA Kansas City North/South Corridor Alternatives
Analysis/Draft Environmental Impact Statement (AA/
DEIS**

Kansas City, MO

Responsible for preparation of an AA/DEIS to document environmental and transportation impacts resulting from the proposed construction of light rail and BRT transit alternatives for the KCATA. The transit alternatives were expected to encourage transit-oriented development while increasing transit ridership and reducing congestion. Mr. Kroner managed day-to-day environmental planning activities of this project, including the preparation of the EIS document, coordination with local, state and federal government agencies and coordination and oversight of environmental subconsultants.

**CBIS Segment 4 Interim Improvements Interchange
Operations Report (IOR) & Final Design**

Council Bluffs, IA

Project manager for the preparation of final design plans and an IOR, in association with the CBIS Segment 4 NEPA, IJR and preliminary engineering project, for temporary roadway and signal improvements at the I-480/41st Street and I-29/Avenue G interchanges and extension of the existing Benson Street. These improvements will temporarily serve a City of Council Bluffs-led development adjacent to the I-29/I-480 system interchange until the full system interchange can be reconstructed. IOR was approved in January 2016, and final design plans for the roadway and signal improvements were completed in March 2016 with an October 2016 letting.

BNSF Missouri River Bridge

Sibley, MO

NEPA and permitting manager for construction of a new companion bridge over the Missouri River. The project includes procurement of a USCG Bridge Permit, including preparation of a NEPA CE and permit procurements from USACE and Missouri Department of Natural Resources.

**Canadian National Railway (CN) Fox River Bridge
Replacement EA/FONSI**

Oshkosh, WI

NEPA project manager and principal author for an EA of the on-alignment replacement of the more than 100-year-old swing-span railroad bridge over the Fox River. This project included obtaining Wisconsin Department of Natural Resources, USACE and US Coast Guard permits. He developed a comprehensive integrated approach to respond to the complex coordination and aggressive schedule needs, including satisfying the Section 106 process with seven consulting parties and a highly complex Memorandum of Agreement, coordinating with local mariners for navigational purposes and satisfying state DNR and federal EPA sediment management requirements due to riverbed contamination.

MICHAEL SCHMIDT, PLA, ASLA

VISUALIZATIONS



Mr. Schmidt is a professional landscape architect who has worked with collegiate, municipal and developer clients. His experience includes site design, urban planning, campus master planning, streetscape design, transit design and landscape design. His professional skills include AutoCAD, Civil3D and SketchUp.

Firm
HNTB Corporation

Education
BLA & ES/2015

Professional Registrations
PLA: MO #2019019009 (2019)

Years of Experience
9

West Virginia Parkways Authority West Virginia Travel Plaza

Beckley, Bluestone & Morton, WV

Landscape architect for the development of three new travel plazas along the West Virginia Turnpike. The site design included fueling stations, truck and vehicle parking, outdoor dining areas, improved site circulation, conceptual utility plans, conceptual grading plans and landscape design.

KCSA KC Streetcar South Extension

Kansas City, MO

Landscape architect and urban designer for the southern extension of the Kansas City streetcar system. The extension to the existing streetcar service will provide a connection from Union Station South to UMKC. Design elements included station design, green infrastructure, landscape design and 3D visualizations.

Pace Suburban Bus System

Chicago, IL

Landscape architect for new transit stations along various routes of the Pace Suburban Bus System. The project included 3D visualizations of existing and proposed site conditions to increase public awareness and involvement.

Unified Government of Wyandotte County UG Levee Betterments

Kansas City, KS

Landscape architect for riverfront improvements along the Kansas River. Proposed facilities include multi-use trails, seating areas, access to the water, an outdoor amphitheater and flexible public park spaces. The new facilities will activate the riverfront to reconnect the public with the Kansas River.

KDOT South Lawrence Trafficway West Extension

Lawrence, KS

Landscape architect for the west extension of the South Lawrence Trafficway. The project widens the highway, provides new access and adds landscaping along the arterial streets and roundabouts into Lawrence.

Launch Development SERV at Promontory Overland Park, KS

Landscape architect for the SERV Shipping Container, Pickleball and Entertainment District. The project included shipping containers for food and retail options, outdoor dining, event lawn and stage, indoor and outdoor pickleball courts, indoor dining venue and landscape design.

City Market Walnut Street Extension

Kansas City, MO

Landscape architect for the extension of Walnut Street through the City Market. The project included reestablishing the city grid, improving site circulation to existing city market parking, improving visibility of City Market shops, monument signage and landscape design.



Ms. Heavin has held roles of increasing responsibility in support of HNTB's Kansas City Metro office's largest public involvement projects, as well as its government relations and office management initiatives. Her experience includes developing website material, newsletters and fact sheets, coordinating advisory committees and public meetings, and documentation of public input and coordinating comment responses.

Firm
HNTB Corporation

Education
MBA/2008
BA/2003/Communication
Studies

Professional Registrations
N/A

Years of Experience
19

EMBARC Northwest BRT
Oklahoma City, OK

Responsible for the coordination of public meetings and materials. She assisted in hosting virtual meetings, coordinating in-person logistics and developing virtual story map exhibits. Her tasks also included preparing a press release to announce the meeting as well as post-meeting summary reports documenting the meeting, participants and comments received.

KDOT US 69 Modernization and Expansion Project
Johnson County, KS

Communications and engagement coordinator for the 69Express Project. Her responsibilities include developing electronic materials for virtual public meetings, stakeholder meeting and newsletters, coordinating with elected officials and stakeholders to set up project briefings, updating the project website with current information and overseeing the Public Involvement Management Application Tool (PIMA) which includes managing the stakeholder database, public comments and responses.

KDOT South Lawrence Trafficway SEIS Study

Lawrence, KS

Public involvement coordinator for this vital corridor. She is responsible for public meeting logistics and coordination, including a virtual public meeting, and overseeing the incorporation of PIMA into these meetings to document participation and comments. She also assists with development of written communications such as fact sheets, meeting exhibits and communication.

KDOT Johnson County Gateway (I-435/I-35/K-10 Interchange) PMC Services

Johnson County, KS

Public involvement coordinator for this major urban interchange complex known as the Johnson County Gateway. She assisted with the development of written and electronic materials for the website, public meetings, advisory group meetings and workshops to communicate project information and key decisions. Ms. Heavin also coordinated meeting logistics and assisted with online surveys and website content. Her responsibilities during the PMC phase included supporting the communications manager with executing the communication strategy, stakeholder notifications, publishing weekly updates and managing the stakeholder and comment database.

KDOT MAASTO Regional Truck Parking Information and Management System

MN, MI, IN, IA, KY, WI, OH, KS

Public involvement coordinator and logistics administrator for work on this eight-state initiative, which is a recipient of more than \$32M in federal TIGER grant aid. HNTB is providing planning, systems engineering, software development/deployment support, and marketing support for a regional system for eight Mid-

America Association of State Transportation Officials states. The project included the preliminary engineering (30% design) associated with the design and deployment of ITS infrastructure at public (DOT rest areas) and private truck parking facilities. The goal is to monitor truck parking conditions on important freight corridors (I-35, I-64, I-65, I-70, I-71, I-75, I-80, I-94, and I-135) to provide real-time parking information to freight truck drivers and dispatchers. Ms. Heavin's responsibilities included coordination of the development of a marketing campaign to promote the system and on-going support with stakeholder relations.

City of Olathe I-35 and 119th Street Interchange Improvements

Olathe, KS

Public involvement coordinator and grant writing support responsible for working with the City of Olathe to support community engagement activities, including coordination of a public meeting, community survey and database development. She also worked with the grant writing manager to help compile and submit the award-winning BUILD grant.

KDOT Kansas Long-Range Transportation Plan Local Consult Meetings

Statewide, KS

Coordinated the public engagement and communications local consult meetings for the LRTP, which is a policy-level evaluation of the current and future needs of the Kansas transportation system, including state highways and the local road network, transit, rail, trucking, aviation, and bicycle and pedestrian facilities. Her responsibilities included coordinating logistics for 16 meetings across the state and overseeing stakeholder outreach and participation logs in the PIMA.

TxDOT I-10 Corridor Coalition Truck Parking Application System (TPAS)

CA, AZ, NM, TX

Public involvement task lead for work on this four-state initiative. The project is lead by TxDOT and is a recipient of a \$6.85M Advanced Transportation and Congestion Management Technologies Deployment Grant. Her responsibilities include coordination of the development of a robust stakeholder engagement and communications plan, baseline and follow up surveys and a future marketing campaign.

TxDOT I-10 Texas Corridor Study

Statewide, TX

Public involvement coordinator for work supporting Texas on the I-10 Corridor Study extending 880 miles from stateline to stateline. The project covers engagement in eight TxDOT districts. Ms. Heavin's responsibilities include coordination of the development of a robust stakeholder engagement plan, steering committee and working group meetings, TxDOT district meetings and public surveys.

Move Rolla Transportation Development District TDD Program

Rolla, MO

Public involvement coordinator for communications efforts including website content, developing factsheets and exhibits for public meetings and disseminating information on the transportation projects being implemented under the program.

City of Shawnee Monticello Road Construction

Shawnee, KS

Public involvement coordinator responsible for developing a virtual public meeting to display exhibits and detailed plans for upcoming construction to local streets.

KDOT 18th Street Bridge Replacement Study

Kansas City, KS

Public involvement coordinator responsible for developing and coordinating public involvement activities including written materials such as factsheets and public meeting exhibits, coordinating logistics of public meetings and dissemination of communications to the public, including elected officials.

DANIEL MCPEEK, PLS

SURVEYING



Mr. McPeek is Vice President for Keystone and a professional land surveyor with 10 years of experience including design survey and ROW and easement documents. His responsibilities include project coordination, background research, survey review during and post completion and client communication. He is also responsible for client satisfaction and communication, reviewing project submittals, and preparing project proposals. He is a member of the Oklahoma Society of Land Surveyors and the National Society of Professional Surveyors.

Firm

Keystone Engineering and Land Surveying, Inc.

Education

AS/2017/Land Surveying Technology
BS/2011/Agricultural Science & Natural Resources Agribusiness

Professional Registrations

PLS: OK #2029 (2021)

Years of Experience

11

ODOT SH 100

Adair County, OK

Performed land surveying services. Keystone provided a 6-mile ODOT design survey collected using LiDar surveying method. The project included coordination between ODOT, the City of Stilwell, Adair County and public and private utility companies.

Sanitary Sewer Relief Lines

Bartlesville, OK

Performed land surveying services. Keystone provided a design survey for approximately 4,000 LF of existing sanitary sewer line. The project included coordination between the City of Bartlesville and other public and private utility companies.

ODOT Western Road Improvements

Stillwater, OK

Performed land surveying services. Keystone provided design survey, utility relocation coordination and ROW and easement documents. The project included coordination between multiple OSU utilities, public and private utilities, ODOT, OWRB and OSU Long Range Planning.

ODOT 23rd Street and 25th Street

Oklahoma City, OK

Performed land surveying services. Keystone provided the design survey, ROW and easement documents. The project included coordination between the City of Oklahoma City, Oklahoma City University, Oklahoma County and public and private utility companies.

AARON FERGUSON, PE

SURVEYING



Mr. Ferguson is a project manager for Keystone and a civil engineer with 20 years of experience. His responsibilities include roadway design and reconstruction, drainage and detention facilities design and commercial and residential development planning. He is also responsible for producing proposals and estimates as well as conducting client communication. He is a member of the Oklahoma Society of Professional Engineers.

Firm

Keystone Engineering and Land Surveying, Inc.

Education

BS/2007/Civil Engineering

Professional Registrations

PE: OK #30395 (2018)

Years of Experience

20

ODOT 4th and Hester

Stillwater, OK

Performed design engineering services. Keystone provided the design survey, civil engineering and construction staking for all of the existing and under-construction apartment developments. Engineering included site layout, grading, hydrology/hydraulics, water, sanitary sewer and storm sewer public main extension design.

Stillwater Medical Center

Stillwater, OK

Performed design engineering services. Keystone provided design survey and site, utility, stormwater and grading design for multiple main campus improvements. The main campus projects included updates to all the drop-off locations at the emergency room and main door. The Heart and Vascular building addition and the Surgery/OB expansion are currently under construction.

Stillwater Chamber of Commerce Industrial Park

Stillwater, OK

Performed design engineering services. Keystone provided the design survey and civil engineering for a new industrial park. Engineering included site layout, subdividing into industrial lots, grading, hydrology/hydraulics, water, sanitary sewer and storm sewer design.

One on 4th/Midtown Student Housing

Stillwater, OK

Performed design engineering services. Keystone provided the design survey, civil engineering, and construction staking for all of the existing and currently under construction apartment developments. Engineering included site layout, grading, hydrology/hydraulics, water, sanitary sewer and storm sewer public main extension design.

Exhibit C: Required Forms



Form A-20



**EXHIBIT C
REQUIRED FORMS**

FORM A-20

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

RFP NUMBER: 230419_RFP_2023-001 **GRANT NUMBER:** N/A

PROJECT TITLE: On-Call Engineering Consultant Service

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

OFFER

By execution below the Offeror HNTB Corporation hereby offers to furnish equipment and services for \$ 300,000 as specified in the RTA Request for Proposals (Number: 230419_RFP_2023-001) for (description of item or service) engineering services for capital improvement projects on an as-needed basis including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: HNTB Corporation
Name

101 North Robinson Ave Ste. 1130

Street Address

Oklahoma City, OK, 73102

City, State, Zip



Signature of Authorized Signer

Vice President

Title

(816) 527-2400

Phone

Additional Notes: _____

NOTICE OF AWARD

By execution below, RTA accepts Offer as indicated above.

Name (Executive Director)


Signature

Date of Award: _____

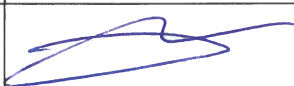


DBE Required Contractor and Subcontractor Information

DISADVANTAGED BUSINESS ENTERPRISE (DBE) Required Contractor & Subcontractor Information

Business Name	HNTB Corporation
Business Address1	101 North Robinson Avenue Ste. 1130
City	Oklahoma City
State	Oklahoma
Zip Code	73102
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	No
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	N/A
If you answered yes, to Question 1 or 2, how old is your firm?	N/A
What are the firms annual gross receipts?	\$1,800,000,000
Completed By:	Kevin Wallace
Title:	Vice President
Signature:	
Date:	06/05/23

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Required Contractor & Subcontractor Information**

Business Name	Keystone Engineering & Land Surveying
Business Address1	923 S. Lowry St. PO Box 436
City	Stillwater
State	Oklahoma
Zip Code	74076
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	Yes
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	Yes
If you answered yes, to Question 1 or 2, how old is your firm?	13 years old
What are the firms annual gross receipts?	\$ 2,383,000. ⁰⁰ Year end 12/31/22
Completed By:	Daniel McPeck
Title:	Vice President
Signature:	
Date:	5/1/23



DBE Participation Subcontractor Information & Schedule

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Participation Subcontractor Information & Schedule**

DBE Name	Keystone Engineering & Land Surveying		
DBE Address1	923 S. Lowry St. PO Box 436		
City	Stillwater		
State	Oklahoma		
Zip Code	74076		
Contact Name	Daniel McPeck		
Contact Phone Number	405-743-3355		
Contact E-Mail Address	DMcPeck@keystone-els.com		
Participation % of Total Contract Value	TBD		
Description of Work to Be Performed	Surveying		
Race and Gender of DBE Owner	White / Female		



Letter of Intent to Subcontract

LETTER OF INTENT TO SUBCONTRACT

Name of bidder/offeror HNTB Corporation

Address: 101 North Robinson Avenue Ste. 1130

City: Oklahoma City State: Oklahoma Zip: 73102

Email: bkyler@hntb.com Telephone: 405-416-9000

Name of DBE firm Keystone Engineering and Land Surveying, Inc.

Address: 923 S. Lowry St. PO Box 436

City: Stillwater State: Oklahoma Zip: 74076


Email: dmcpeek@keystone-els.com Telephone: 405-743-3355

*Ethnicity: N/A Age of Firm: 13 yr Annual Gross Receipts: \$2,383,000.00 (2022)

Description of work to be performed by DBE firm:


Surveying

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 \$ TBD

Bidder/offeror: HNTB Corporation Vice President  (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: Keystone Engineering and Land Surveying, Inc. Vice President  (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

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.



Attest: (Corporate Seal)

HNTB Corporation
Name of contractor/sub-contractor

[Handwritten Signature]
Signature of contractor/sub-contractor's Authorized Agent

Kevin Wallace, Vice President
Name and title of Authorized Agent

The following statement must be executed.



State of Oklahoma)
§ County of Oklahoma

Subscribed and sworn before me this 12 day of may, 2023

Notary Public Stacy Hennigh

Notary Number 22012892

My Commission Expires: 9-22-2026

Company Name HNTB

Signature Stacy Hennigh

Title Administrative Assistant

Date 5-12-2023

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.

Attest: (Corporate Seal) Corporate Seal does not exist

Keystone Engineering & Land Surveying
Name of contractor/sub-contractor


Signature of contractor/sub-contractor's Authorized Agent

Daniel McPeck, Vice President
Name and title of Authorized Agent

The following statement must be executed.

State of Oklahoma)
) §County of Payne

Subscribed and sworn before me this 11 day of May, 2023

Notary Public Michelle D Jardot

Notary Number 23001167

My Commission Expires: 01-24-2027

Company Name Keystone Engineering and Land Surveying

Signature Michelle D Jardot

Title Office Administrator

Date 5/1/2023





DBE Qualification Form

DBE QUALIFICATION FORM

NO 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

NO 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 HNTB Corporation

Authorized Signature 

Title Vice President Date 06/05/23

DBE QUALIFICATION FORM

Yes 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

Yes Does your firm meet the following requirements to qualify as a DBE under the Department of Transportation DBE program?

n/a 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).

Yes 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.

Yes 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.

Yes 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.

Yes 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 Keystone Engineering & Land Surveying

Authorized Signature [Signature]

Title Vice President Date 5/1/23

Oklahoma Department of Transportation
Civil Rights Division/Disadvantaged Business Enterprise Program

This is to certify that

Keystone Engineering and Land Surveying, Inc.

has been certified as a

Disadvantaged Business Enterprise

in the area(s) of

Engineering, Land Surveying

In compliance with 49 CFR Part 26 for DBE Certification and Part 23 for ACDBE Certification
Reviewed and Approved for Continuing Eligibility on **January 31, 2014**



Certificate No.: **913**

NAICS Code: **541330**

A handwritten signature in black ink, appearing to read "Gregory Pringle", is written over a horizontal line.

Gregory Pringle, Civil Rights Division Manager

September 10, 2010

Effective Date



DBE Notice to Bidder/Offerors

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 HNTB Corporation

Signature 

Title Kevin Wallace, Vice President

Date 06/05/23



Exhibit E: Federal Terms and Conditions

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.


Kevin Wallace, Vice President Signature of Contractor's Authorized Official
06/05/23 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.



Kevin Wallace, Vice President

06/05/23

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


Kevin Wallace, Vice President
06/05/23

(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 statues, 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: Kevin Wallace
Title: Vice President

Failure to properly execute and attached these contracts clauses will result in the bid being deemed unresponsive.

Attachments B-D:





**Attachment B.
Consultant Proposed Staffing Plan**

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
Brent Kyler*	HNTB Corporation	Project Manager	PE	N/A	TX #77841	BS
Sean Cooney*	HNTB Corporation	Railroad Oversight & Support	PE	N/A	CA #C56495, KS #23572, MO #2014007262, UT #12288407-2202	BS
Sean Cooney*	HNTB Corporation	BNSF Agency Liaison	See above	See above	See above	See above
Kensey Russell*	HNTB Corporation	Quality Manager	PE	#30130	KS #19806, TX #136457	BS
Chris Handzel*	HNTB Corporation	Transit Facilities Design	PLA LEED® AP	N/A	IA #00589, KS #LA695, MO #2017039672	BS
Mike Patterson*	HNTB Corporation	Local Agency Liaison	N/A	N/A	N/A	BS, MBA
Laura Davis*	HNTB Corporation	Transit Planning	AICP	N/A	N/A	MUP, BA
John Lawrence*	HNTB Corporation	Construction Support	N/A	N/A	N/A	AS
Maurice Couch	HNTB Corporation	Construction Support	N/A	N/A	N/A	BA, AS
Joshua Mieth	HNTB Corporation	UPRR Agency Liaison	PE	N/A	TX #97346	BS
Joshua Mieth	HNTB Corporation	Plan Reviews	See above	See above	See above	See above

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Israel Crowe	HNTB Corporation	Track Design	PE	N/A	TX #89251, WY #11030, CO #45157	MS, BS, AS
Doug Woodbury	HNTB Corporation	Signals/PTC	PE	N/A	FL #47435, MA #36228, RI #8000 TX #79535,	MS, BS
Mark Dinger	HNTB Corporation	Operational Analysis/RTC Modeling	PE	N/A	FL #92339	MS, BS
Steve Jacobi	HNTB Corporation	Bridge Design	PE, SE	#16019	N/A	BS
John Trautmann	HNTB Corporation	Architecture	Registered Architect	N/A	CA #21914, TX #26501	M. Arch, B. Arch
Ben Snider	HNTB Corporation	Engineering	PE	N/A	MO #2022003448	BS
Marcus Geist	HNTB Corporation	Engineering	PE	#32085	KS #23735	BS
Emma Bachman	HNTB Corporation	Engineering	EI	#16509	N/A	BS
Jesse Harder	HNTB Corporation	MEP: Mechanical	PE	N/A	CA #M34348, WA #51356	BS

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Carl Ayubi	HNTB Corporation	MEP: Electrical	PE	N/A	CA #E17891, CO #44684, HI #10461, LA #30026, MO #2004026629, NV #015340, OR #77378PE, TX #124317, UT #10092386-2002, WA #33270	BS
Robert Kerr	HNTB Corporation	MEP: Plumbing	N/A	N/A	N/A	BS
William Madsen	HNTB Corporation	Urban Design/ Landscape Architecture	RLA LEED® AP - BD+C	N/A	IA #00420, KS #LA616, MI #3901001402, MO #1999134727, NV #939,	M. Arch, BLA
Matt Stowman	HNTB Corporation	Cost Estimates	PE	N/A	MN #49909	BS
Kyle Kroner	HNTB Corporation	Environmental	CEP	N/A	#12040610	MS, BS
Michael Schmit	HNTB Corporation	Visualizations	RLA	N/A	MO #2019019009	BLA & ES
Kelsey Heaven	HNTB Corporation	Public Outreach	N/A	N/A	N/A	BA, MBA
Aaron Ferguson	Keystone Engineering and Land Surveying, Inc.	Civil Engineering	PE	#30395	N/A	BS

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Daniel McPeek	Keystone Engineering and Land Surveying, Inc.	Professional Land Surveying	PLS	#2029	N/A	AS

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.



**Attachment C.
Letter of Authorization**

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 (Kevin Wallace is an officer of HNTB 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.

CERTIFICATE OF AUTHORITY

AND

POWER OF ATTORNEY

The undersigned, President, of HNTB Oklahoma, P.C., an Oklahoma Corporation, (the “Corporation”) hereby certifies that KEVIN L. WALLACE has been authorized by the Board of Directors of the Corporation, commencing as of the date hereof, to enter into agreements and contracts for usual and customary architectural, engineering, planning, and management professional services, and to incur ordinary and necessary obligations in connection therewith, in the name of and on behalf of the Corporation, and the Corporation shall be bound thereby. The Corporation hereby ratifies and confirms any action taken by such individual pursuant to this certificate. Such authority shall expire as of May 31, 2023.

Date: May 13, 2022

DocuSigned by:
Darren Nielsen
By: 60CA7D745C2D4C2...
Darren M. Nielsen





**Attachment D.
Anti/Non-Collusion Affidavit**

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

Kevin Wallace

Vice President

Type/Name of Authorized Agent

Title

Signature

HNTB Corporation

Company Name

101 North Robinson Ave. Suite 1130

73102

Address

Zip Code

(405) 416-9000

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma)

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

SS.



Signed and sworn to before me on this 12 day of May 2023 by

Stacy Hennigh [Day] 12 [Month] 5 [Year] 2023 [Print the name of the individual who signed above.]

My Commission Number: 22012892 [Oklahoma]

Type Name of Notary Public

My Commission Expires: 9-22-26 [Date/Year]

Signature of Notary Public

Stacy Hennigh

SF 255 Forms

An aerial photograph of the California State Capitol building in Sacramento, California, featuring the prominent Minerva statue on top of the dome. The image is overlaid with a semi-transparent blue filter. The text 'SF 255 Forms' is positioned on the left side of the image.



HNTB Corporation SF 255

**STANDARD
FORM (SF)**

255

Architect-Engineer
and Related Services
Questionnaire for
Specific Project

<p>1. Project Name/Location for which Firm is Filing RTA On-Call Engineering Consultant Services Oklahoma City, OK</p>	<p>2a. Commerce Business Daily Announcement Date, if any May 1, 2023</p>	<p>2b. Agency Identification Number, if any 230419 RFP 2023-001</p>
--	--	---

<p>3. Firm (or Joint-Venture) Legal Name and Address HNTB Corporation 101 N Robinson Ave., Suite 1130 Oklahoma City, OK 73102</p>	<p>3a. Name, Title, & Telephone Number of Principal to Contact: Brent Kyler, Senior Project Manager (512) 691-2260</p> <p>3b. Address of office to perform work if different from Item 3 Work may be performed in the following HNTB office locations: 701 Brazos, Suite 450, Austin TX 78701 300 Apollo Drive, 1st Floor, Chelmsford MA 01824 2001 Bryan Street, Suite 1500, Dallas TX 75201 601 E. Locust Street, Suite 200, Des Moines IA 50309 4651 Salisbury Road, Suite 320, Jacksonville FL 32256 715 Kirk Drive, Kansas City MO 64105 5500 Wayzata Blvd., Suite 450, Golden Valley MI 55416 1111 Broadway, 9th Floor, Oakland CA 94607 101 N. Robinson, Suite 1130, Oklahoma City CA 73102 6300 Sprint Parkway Suite 300, Overland Park KS 66211 777 108th Avenue NE, Suite 1000, Bellevue WA 98004</p>
---	--

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	
1	1	Administrative	2		Electrical Engineers			Oceanographers			CAD Operators
1		Architects			Estimators	4	1	Planners: Urban/Regional			Construction Managers
		Chemical Engineers			Geologists			Sanitary Engineers	1		Project Managers
9	3	Civil Engineers			Hydrologists			Soil Engineers			IT Specialists
2	1	Construction Inspectors			Interior Designers			Specification Writers	1		Plumbing Engineer
		Draftsmen	2		Landscape Architects	1	1	Structural Engineers			
		Ecologists	1		Mechanical Engineers			Surveyors			
		Economists			Mining Engineers			Transportation Engineers	25	7	Total Personnel

5. If a submittal is by a 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)
1) Keystone Engineering and Land Surveying, Inc.; 923 S. Lowry St. PO Box 436, Stillwater OK 74076	Engineering and Land Surveying	Yes

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Brent Kyler, PE, Senior Project Manager</p>		<p>d. Years Experience: 34 With This Firm: 12 With Other Firms: 22</p>
<p>b. Project Assignment: Project Manager</p>		<p>e. Education: Degree(s)/Year/Specialization BS/1988/Civil Engineering; BS/1984/Geology</p>
<p>c. Name of firm with which associated: HNTB Corporation</p>		<p>f. Active Registration: Year First Registered/Discipline PE: 1993/TX/Civil Engineering</p>

g. Other Experience and Qualifications relevant to the proposed project:

VIA Comprehensive Professional Services Consultant (CPSC), San Antonio, TX Program manager for multiple projects, including VIA's Advanced Rapid Transit. He managed the preparation of the agencies funding and financial models and the federal readiness assessments (both New Starts and Small Starts) for the Advanced Rapid Transit (ART) corridors.

TxDOT Rail Division IDIQ Contract, Statewide, TX Project manager for TxDOT's Rail Division IDIQ General Services contract since 2014. The contract includes a wide range of services including project management, rail infrastructure assessment, feasibility studies, conceptual and preliminary engineering, environmental, ROW, final design, financial analysis and construction management. Recent work authorizations include a Houston Regional Freight Rail Study and a statewide at-grade rail crossing safety improvement design under the federal Section 130 program.

VIA Program Management Consultant (PMC), San Antonio, TX PMC project manager for the implementation of VIA's Modern Streetcar project. The project included approximately 5.9 route miles of double track in mixed traffic, two terminal transit centers, station stops and a vehicle storage and maintenance facility. Mr. Kyler was responsible for coordination and oversight of the alternative analysis resulting in an LPA, environmental/NEPA development, preliminary engineering, vehicle acquisition, utility coordination and public involvement. His other responsibilities included budget development, scheduling, ridership, economic benefit analysis and FTA coordination.


Cortex MetroLink Stations, St. Louis, MO Track task lead for the design and construction services of a new MetroLink LRT station at Boyle Avenue in the Cortex Innovation Community and capacity improvements at the existing Central West End Station. This project was the first expansion of MetroLink system since the Cross County project. He was responsible for the alignment and track design including coordination with system elements and station design and the development of a construction phasing plan to implement the new station while maintaining existing LRT operations.

CapMetro Railroad Engineering and Design Services, Austin, TX Project manager who provided railroad engineering and design services and was responsible for the preliminary engineering design and preparation of final plans, specifications and estimating (PS&E) for CapMetro's 31.5-mile Red Line commuter rail project within an active freight rail corridor. The project included at-grade road crossings as well as a street running section along 4th Street in Austin's central business district. Also included was the development and preparation of track and special trackwork design, grading and drainage design, permitting, advanced signaling, signal crossing and CTC/wayside signal system design, design and layout of a maintenance facility, bridge design including a grade separated crossing over UPRR mainline track, utility relocation design and coordination, roadway improvements and environmental mitigation measures. The project also included coordination with FRA, UPRR, TxDOT, the City of Austin and other local agencies for commuter rail operations.

TramLinkBR Streetcar Environmental & Conceptual Engineering, Baton Rouge, LA Engineering design task leader for the Baton Rouge TramLinkBR Streetcar project. The project ran approximately 3.2 route miles, connecting the Louisiana State University campus with downtown Baton Rouge via streetcar and including an operating and maintenance facility. The project included a route alternatives analysis, preliminary engineering, traffic analysis, environmental studies and public involvement.

DART South Oak Cliff 3 LRT Line, Dallas, TX Design manager responsible for the design coordination during the construction of DART's three-mile extension of the South Oak Cliff LRT line connecting DART's existing Ledbetter Station to the South University of North Texas campus. Mr. Kyler was responsible for submittal reviews and approval, responding to request for information from the contractor, design revisions and contract change orders.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Kensey Russell, PE, <i>Transportation Section Manager</i></p>		<p>d. Years Experience: 20 With This Firm: 20 With Other Firms: 0</p>
<p>b. Project Assignment: Quality Manager</p>		<p>e. Education: Degree(s)/Year/Specialization BS/2003/Civil Engineering</p>
<p>c. Name of firm with which associated: HNTB Corporation</p>	<p>f. Active Registration: Year First Registered/Discipline PE: 2007/KS/Civil Engineering; 2018/OK/Civil Engineering; 2019/TX/Civil Engineering</p>	

g. Other Experience and Qualifications relevant to the proposed project:

ODOT SH 20 Shoulders, Mayes County, OK Project quality manager for this 7-mile project north of Salina to add shoulders to a two-lane undivided rural highway. The project includes an alignment study to address sight-distance safety concerns. Mr. Russell's responsibilities include ensuring project team is acquainted with the quality procedures, conducting quality assurance reviews and reporting on quality-related activities during project reviews.

ODOT US 69 Widening, Tushka, OK Project quality manager for this 2.5 mile widening project which will transform a four-lane undivided highway to a five-lane highway with defined access points and turn lanes. His responsibilities include ensuring the project team is acquainted with the quality procedures, conducting quality assurance reviews and reporting on quality-related activities during project reviews.

ODOT US 69 Pavement Rehabilitation, Wagoner County, OK Project quality manager for this 6-mile pavement rehabilitation project north of the Muskogee Turnpike. The project includes an MEPDG pavement design with consideration and investigation for the use of in-place rubblization as a subgrade. Mr. Russell's responsibilities include ensuring the project team is acquainted with the quality procedures, conducting quality assurance reviews and reporting on quality-related activities during project reviews.

NCDOT I-26 Reconstruction, Asheville, NC Senior technical reviewer for roadway design and quantities related to the preparation of final plans for the reconstruction and widening of 11 miles of I-26 in Asheville to an eight-lane freeway. The project includes multiple bridges, interchanges, retaining walls, side-road reconstruction, and is located between historic property and ecologically sensitive areas in mountainous terrain. The project's proximity to existing ROW drives much of the design.


IDOT Council Bluffs Interstate System (CBIS) Segment 4 (I-29/I-480) Interchange Preliminary Design, Council Bluffs, IA Senior technical reviewer for roadway design and construction sequencing related to the preparation of ROW design plans for the reconstruction of the I-29/I-480 system-to-system interchange. The \$200M project includes multiple bridges, retaining walls, approximately two miles of interstate reconstruction and side road relocations. The project location is adjacent to the Missouri River and hydrologic considerations drive much of the design.

ODOT SH 152 and I-44 Corridor Study, Oklahoma City, OK Deputy project manager responsible for this study that will define an ultimate improvement concept including 10 service interchanges and three system interchanges. HNTB is leading the development of multiple concepts and phasing alternatives for the ultimate improvements as well as interim operational improvements to address the immediate impacts of the John Kilpatrick Turnpike extension project. The conceptual and preliminary engineering services include surveys, utilities, traffic analysis including an eventual access justification report, roadway, bridge, structures, hydraulics and hydrology, NEPA and associated environmental documentation, public involvement and stakeholder support.

ODOT I-44 over UPRR/Black Gold Drive, Oklahoma City, OK Project manager for this PS&E bridge rehabilitation and widening project along the most-traveled interstate corridor in Oklahoma. The study phase included evaluations of geometric corrections, maintenance of traffic during construction, rapid bridge construction techniques and bridge type. The final design includes implementation of contra-flow crossover lanes to minimize disruption to the traveling public and the use of prefabricated bridge elements to shorten the duration of construction.

MDOT I-94 Downtown Reconstruction, Detroit, MI Senior engineer task lead for conceptual construction phasing and maintenance of traffic analysis for a 2-mile segment of the I-94 reconstruction project. The segment will widen and reconstruct I-94 and parallel frontage roads between Burns Avenue and Barrett Avenue and includes a new diverging diamond interchange at Conner Street and I-94, a vital access point for major automobile manufacturers. Conceptual construction phasing tasks included preparing a summary report with recommendations for maintaining interstate access, closure points and detour routes.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Sean Cooney, PE, Senior Project Manager</p>		<p>d. Years Experience: 29 With This Firm: 16 With Other Firms: 13</p>
<p>b. Project Assignment: Railroad Oversight & Support</p>		<p>e. Education: Degree(s)/Year/Specialization BS/1992/Civil Engineering</p>
<p>c. Name of firm with which associated: HNTB Corporation</p>		<p>f. Active Registration: Year First Registered/Discipline PE: 1997/CA/Civil Engineering; 2014/MO/Civil Engineering; 2014/KS/Civil Engineering; 2021/UT/Civil Engineering</p>

g. Other Experience and Qualifications relevant to the proposed project:

BNSF Bridge No. 425.2B over the Missouri River, Sibley, MO Deputy project manager responsible for the design coordination, permitting, geotechnical, hydraulic analysis, track design and construction documents for the construction of a new off-line, single track crossing of the Missouri River parallel to the existing bridge. The new bridge consists of three 400-foot through trusses, one 250-foot through truss and twenty precast concrete beam deck girder spans along the 4,130-foot length of the bridge. Foundation types include both large diameter drilled shafts and driven steel piles.

Kansas Cities Levees Armourdale and CID Unit Levee Raises and Seepage Controls Design, Kansas City, KS and Kansas City, MO Project engineer responsible for coordinating design details, submittals and reviews with the railroad companies that interface with the levee structures improved by this USACE project. The layout, configuration and design details for stoplog and sandbag gap structures required coordination with BNSF, UPRR, Kansas City Terminal Railway and Kansas City Southern Railway (KCS).


UPRR Systemwide Ratings On-call contract, Multiple locations within the UPRR system Project manager for this on-call contract to examine existing steel bridge spans and determine their current weight capacity at various locations throughout the UPRR system. To maintain conformance with the FRA safety requirements for railroad bridges as documented in the Federal Register, Volume 75, Issue 135, Title 49 Code of Federal Regulations (CFR) Parts 213 and 237 (Final Rule), HNTB is assisting UPRR to determine the structure safe load capacities for compliance with FRA rule. This task requires reviewing existing UPRR records and collecting field data to assess the capacity of assigned structures. To date, HNTB has assisted UPRR with the load rating of over 950 spans and continues to provide support to the railroad as required.

CapMetro Downtown Station, Austin, TX Project engineer for the replacement of the existing combined rail/roadway 4th Street Bridge and rehabilitation of the adjacent rail bridge as part of the redevelopment project to create a permanent downtown station (also known as Project Connect –Downtown Multimodal Station) to replace the existing station. The new downtown station addresses many surrounding urban context issues in an appropriate manner and coordinates with adjacent public and private projects.

KCS Company Desktop Ratings, Multiple locations within the KCS system Project manager for this contract to evaluate existing bridge spans and determine their current weight capacity at various locations throughout the KCS system. This task has required reviewing existing KCS records and inspection data to assess the capacity of assigned structures in an as-built and current field condition. To date, HNTB has assisted KCS with the load rating of over 1,500 spans and continues to provide support to the railroad as required.

Port of Los Angeles Bridge Management Program (BMP), Los Angeles, CA Project manager for the development of the BMP for the Port of Los Angeles. The BMP was developed to be in compliance with FRA regulations as documented in the Federal Register, Volume 75, Issue 135, Title 49 CFR Parts 213 and 237. This project developed the bridge management program to document annual inspections of all railroad bridges in the Port of Los Angeles bridge inventory, procedures for internal auditing, inventory of each bridge's load-carrying capacity, instructions for special inspections following significant events and procedures for protecting bridges from overweight and over-dimension loads.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Chris Handzel, ASLA, PLA, LEED® AP, Senior Landscape Architect/Urban Designer</p>		<p>d. Years Experience: 22 With This Firm: 18 With Other Firms: 4</p>
<p>b. Project Assignment: Transit Facilities Design</p>		<p>e. Education: Degree(s)/Year/Specialization BA/2001/Landscape Architecture</p>
<p>c. Name of firm with which associated: HNTB Corporation</p>		<p>f. Active Registration: Year First Registered/Discipline PLA: 2004/KS/Professional Landscape Architect; 2011/IA/Professional Landscape Architect; 2017/MO/Professional Landscape Architect LEED® AP</p>

g. Other Experience and Qualifications relevant to the proposed project:

KCATA KC Streetcar Riverfront Extension Alignment Analysis and Final Design, Kansas City, MO Project manager for Kansas City's northern extension of their streetcar line. Mr. Handzel managed HNTB's efforts to prepare 30% design drawings for overhead catenary systems (OCS), traction power substation (TPSS) design including load-flow analysis, stop location and design and ADA ramp improvements. The project also included an alignment analysis to determine future extensions and stop placement.

KCSA KC Streetcar Main Street Extension Final Design, Kansas City, MO Project manager for Kansas City's southern extension of their streetcar line. Mr. Handzel managed HNTB's efforts to prepare 30% design drawings for OCS, TPSS design including load-flow analysis, stop location and design and ADA ramp improvements. He is also the task lead for FTA coordination, guiding the over \$330M project through FTA's New Starts program and seeking funding to enable a planned 2024 revenue start date.


MARTA ART Corridors Preliminary Design, Atlanta, GA HNTB led the planning and preliminary design for ART corridors in Atlanta. Metropolitan Parkway and Cleveland Avenue will feature increased frequencies, enhanced stations and signal prioritization to facilitate the transit service. These are the first two corridors planned for the ART service as part of a larger transit program for the Atlanta region. Mr. Handzel led the design of ART stations and locations and advised on other ART features for the corridors.

City of Oklahoma City Northwest Corridor BRT, Oklahoma City, OK BRT station design lead who led the development of a station prototype and evaluated station locations for Oklahoma City's first BRT line. The 9-mile line will run along Northwest Expressway from Lake Hafner to Classen Boulevard, terminating in downtown Oklahoma City with transfers to local bus routes and the downtown streetcar line. The project received a USDOT BUILD grant towards construction of the project and HNTB is currently performing final design services.

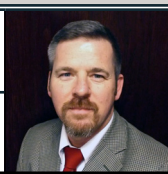
CapMetro Blue Line AA/PE, Austin, TX Station area planning task lead for an alternatives analysis to determine mode, alignment and station locations for a high-capacity transit line connecting Austin-Bergstrom International Airport with downtown Austin and points north. In addition to developing a methodology and evaluation for station locations, he managed the process to identify a site and typical footprint for a future maintenance facility to accommodate the fleet operations and maintenance for both the Blue Line and Orange Line routes.

CapMetro Green Transit-Oriented Development Study, Austin, TX The Green Line Corridor is identified for regional commuter rail in CapMetro's Project Connect Vision Plan. The Green Line Corridor Study is funded through FTA's Pilot Program for Transit-Oriented Development (TOD) Planning and will evaluate the corridor's potential for TOD at each proposed station. Mr. Handzel led the station area planning and design efforts, which will be used to establish a TOD vision and design recommendations for identified Green Line stations.

CapMetro North Lamar Transit Center Concept Plan, Austin, TX Project manager of a task order under a general planning consultant contract, leading the conceptual design re-imagining an existing underutilized transit center in Austin. The concept included accommodation of local bus and BRT platforms and layover facilities clustered around a central open space featuring a building with interior waiting space, ticket vending and transit-supportive retail. Additionally, the facility includes innovative mobility services to improve first and last mile connections. The site includes parking to serve a park-and-ride function and dedicated space for future transit-oriented development.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.				
a. Name & Title: Mike Patterson, <i>DOT Practice Consultant</i>		d. Years Experience: 44	With This Firm: 4	With Other Firms: 40
b. Project Assignment: Local Agency Liaison		e. Education: Degree(s)/Year/Specialization MBA/1993/Finance; BS/1976/Accounting		
c. Name of firm with which associated: HNTB Corporation	f. Active Registration: Year First Registered/Discipline N/A			
g. Other Experience and Qualifications relevant to the proposed project: <p>ODOT National Electric Vehicle Infrastructure (NEVI) Program, Statewide, OK Special advisor and local liaison for the development and submission of ODOT's NEVI plan in addition to nine other plans submitted and approved across the country. He currently serves a similar role on the five-year PMC contract for the implementation of the Oklahoma NEVI plan, working with private retailers and local government entities.</p> <p>Amtrak Heartland Flyer, Oklahoma City, OK Beginning in 1999 with the return of passenger rail service to Oklahoma, Mr. Patterson helped secure and maintain state funding to ensure viability and reliability of daily service. He also developed an initiative to expand passenger service north of Oklahoma City, increase service frequency 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>ODOT Oklahoma City Streetcar, Oklahoma City, OK With the initiation of streetcar service in Oklahoma City, ODOT was responsible for providing safety oversight to the system. Mr. Patterson led the ODOT collaboration with the city to ensure deadlines were met and the system met safety requirements prior to scheduled service operations.</p> <p>Ongoing Collaboration with Railroads, Statewide, OK Conducted coordination and collaboration with all railroad companies operating in Oklahoma. He personally led the relationships with all railroads to collaborate on mutually beneficial projects. Mr. Patterson also served as a facilitator between Oklahoma cities and railroad companies related to quiet zone opportunities, blocked crossing discussions, establishing rail service where necessary and federal grant initiatives.</p> <p>ODOT Road User Charge (RUC) Pilot, Statewide, OK Principal in charge and lead technical expert for policy and finance as part of pilot program in support of work by ODOT RUC task force. His work includes leading coordination with ODOT and the RUC task force for revenue replacement development and analysis, future revenue options and policy creation for the successful implementation of a RUC program.</p> <p>I-44 INFRA Grant, Tulsa, OK Led the 2018 effort to secure a \$45M INFRA Grant award for expansion and operational improvements in Tulsa. This effort involved coordination with the Congressional delegation and the City of Tulsa.</p> <p>US 69/75 Expansion INFRA Grant, Bryan County, OK Led the 2016 effort to secure a \$62M FASTLANE (now known as INFRA) Grant award for the expansion and operational improvements in the cities of Calera and Durant. This effort involved the coordination with the Congressional delegation, the Choctaw Nation and local jurisdictions.</p> <p>I-40/SH 102 Interchange Reconstruction Tribal Coordination, Pottawatomie County, OK 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>ODOT US 69 Widening, Tushka, Atoka County, OK Principal in charge to ensure the HNTB team has all the resources needed to deliver the project design to ODOT to their satisfaction. This project includes widening US 69 through the town of Tushka and the realignment of Boggy Depot Road to improve the intersection with US 69.</p> <p>ODOT US 75 Bridge Replacement, Coal County, OK Principal in charge who ensures all HNTB resources necessary to deliver this bridge replacement project are available to ODOT's satisfaction.</p> <p>ODOT SH 20 Widening and Realignment, Mayes County, OK Principal in charge who ensures the HNTB team has all the resources needed to deliver the project design to ODOT. This project includes widening and realignment of 7 miles of SH 20 north of Salina.</p>				

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: John Lawrence, Resident Engineer</p>		<p>d. Years Experience: 27</p>	<p>With This Firm: 15</p>	<p>With Other Firms: 12</p>
<p>b. Project Assignment: Construction Support Lead</p>		<p>e. Education: Degree(s)/Year/Specialization AS/1989/General Education</p>		
<p>c. Name of firm with which associated: HNTB Corporation</p>		<p>f. Active Registration: Year First Registered/Discipline Safety Certified Transportation Professional Oklahoma Erosion and Sediment Control Certified</p>		

g. Other Experience and Qualifications relevant to the proposed project:

Zink Dam Improvements, Tulsa, OK Construction manager during the construction of a new low water dam and recreational flume on the Arkansas River. His duties included inspection of existing dam demolition, subgrade preparation, thermal concrete, stainless steel air piping, sculpted concrete, CMU building construction, outfall improvements and landscaping. His duties also included preparation of materials acceptance reports and processing of pay estimates and change orders. His team constructed this project following ODOT and City of Tulsa specifications.

USACE Argentine Levees Raise, Kansas City, KS & MO Assistant utility coordinator for this levee improvement project along the Argentine District. The project includes new levee embankments, levee walls and two stoplog closure structures. This is a portion of the \$453M Kansas City Levees Raise Project.

USACE Armourdale and Central Industrial District Levees Raise, Kansas City, KS & MO Assistant utility coordinator for the 17 miles of levee and floodwall raise for the Armourdale and Central Industrial District levee units within the \$453M levee raise project, protecting over \$9.5B in infrastructure. HNTB's design included new construction or modifications to levee, floodwall, gatewells, utility relocations, stoplog closures, sandbag closures and pump station abandonments.

City of Tulsa Peoria Avenue BRT, Tulsa, OK Construction mentor during the construction of the Aero BRT station and marker installations. His duties included mentoring and assisting newer inspection staff with management and inspection duties, familiarizing inspection staff with the client's project documentation system and personnel and performing inspection of site electrical installations. His team constructed this project following ODOT and City of Tulsa Specifications.

OTA Muskogee Turnpike Bridge Rehab, Webbers Falls, OK Construction manager during the rehabilitation of two turnpike bridges over US 64. His duties included coordination and mentoring of construction staff and inspection of substructure repairs, concrete pavement, bridge superstructure, cable barrier and guardrail installation. He was also responsible for documentation of daily construction activities and pay quantities using EPPS, verification of traffic control and processing pay estimates and change orders. His team constructed this project following OTA and ODOT specifications.

City of Tulsa Riverside Drive Improvements, Tulsa, OK Construction manager during the construction of nine infrastructure projects consisting of two stormwater projects (Travis Park and Swan Creek) and two arterial street reconstruction projects. Other projects included trails, parking lots and landscaping. Mr. Lawrence also oversaw the construction and inspection of two rigid frame post tensioned bridges and one post tensioned voided slab pedestrian bridge as part of these projects. His duties included coordination of multiple contractors, inspection of earthwork, RCB construction, storm sewer, sanitary sewer, concrete pavement, asphalt pavement, traffic control, waterline and erosion control. Mr. Lawrence also served as the City of Tulsa's on-site representative for coordination with "A Gathering Place for Tulsa." His team constructed this project following ODOT and City of Tulsa specifications.

KDOT I-70/110th St. Pavement Improvements, Bonner Springs, KS Construction manager during the concrete pavement patching and asphalt overlay of I-70 and 110th Street. His duties included coordination and mentoring of construction staff, inspection of concrete pavement patching, joint repairs, UBAS placement, asphalt overlay, pavement markings, traffic control and pavement edge wedge. He was also responsible for the preparation of materials acceptance reports and processing of pay estimates and change orders. His team constructed this project following KDOT specifications.

Marine Parkway Gas Pipeline, Brooklyn, NY On-site construction representative during the welding, horizontal directional drilling and installation of the 6,200-foot, 26- and 12-inch natural gas lines under Jamaica Bay. He was responsible for ensuring compliance with contract documents, preparing daily reports and reviewing construction reports submitted by the contractor.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Laura Davis, AICP, Planner III</p>		<p>d. Years Experience: 6 With This Firm: 1 With Other Firms: 5</p>
<p>b. Project Assignment: Transit Planning Support Services</p>		<p>e. Education: Degree(s)/Year/Specialization MUP/2019; BA/2017/Environmental Sustainability</p>
<p>c. Name of firm with which associated: HNTB Corporation</p>		<p>f. Active Registration: Year First Registered/Discipline AICP</p>

g. Other Experience and Qualifications relevant to the proposed project:

Oklahoma Carbon Reduction Strategy, Statewide, OK Task lead for the Oklahoma Carbon Reduction Strategy, which aims to reduce transportation emissions across the state.

EMBARC Transit Signal Priority Master Plan, Oklahoma City, OK Task lead for the Transit Signal Priority (TSP) Master Plan for EMBARK. This plan outlines the necessary steps to implement TSP along EMBARK bus routes in Oklahoma City.

LADOTD Carbon Reduction Strategy, Statewide, OK Task lead for the Louisiana Carbon Reduction Strategy. LADOTD is developing a strategy to reduce transportation emissions across the state.

Oklahoma NEVI Competitive Procurement Program Management, Statewide, OK HNTB is the owner's representative helping manage the over \$60M in federal funding for EV charging station construction in Oklahoma, including the competitive procurement, reviews for compliance with federal guidelines, updates to the state's NEVI plan, and public outreach and communications. The program seeks to expand the network of available EV charging stations along Oklahoma interstates and highways over a 5-year time frame by providing capital cost grants to entities proposing qualified installations.

Bronx Metro-North Station Area Study, Bronx, NY Associate borough planner on the transit-oriented development study of four new commuter rails stations. Responsibilities included leading planning efforts around growing local job centers and connecting Bronx residents to area jobs, evaluating transportation consultant work in coordinate with citywide capital planning investments and developed a framework for evaluating public realm conditions around each of the stations.

TxDOT I-10 Corridor Study, Statewide, TX Planner responsible for research over multimodal opportunities along the I-10 corridor. The study is focused on providing multimodal transportation along I-10.


Link Tulsa BRT Project, Tulsa, OK 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.


ODOT Electric Vehicle Deployment Plan, Statewide, OK Planner responsible for supporting outreach and engagement for the deployment plan. ODOT seeks to develop and execute a five-year State EV Infrastructure Deployment Plan to expand electric vehicle charging infrastructure in Oklahoma.

Astoria Developers LLC Astoria Cove EIS, Astoria, NY Assistant project manager for an EIS that required rezoning, city map changes and special permitting for a large-scale general development, waterfront certification and authorization and other approvals. The project involved construction of up to approximately 1,700 dwelling units, 110,000 SF of retail, a 456-seat elementary school, approximately 900 parking spaces and approximately 1.92 acres of public open space. Her responsibilities included prepping the uniform land use review procedure and use application, preparing the land use, zoning and public policy, natural resources and urban design EIS technical analyses and assisted in coordinating the required public review process, including the public scoping hearing and DEIS public hearing.


World Bank Makongeni Station Land Use Plan, Nairobi, Kenya Worked as part of an interdisciplinary team for the World Bank to site select and develop a transit oriented development plan for a new commuter rail station in the Makongeni neighborhood in Nairobi. The study included site selection, a feasibility study and a transit oriented development plan.


7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title: Maurice Couch, JR., Construction Manager/Inspector	
b. Project Assignment: Construction Support	
c. Name of firm with which associated: HNTB Corporation	
d. Years Experience: 9 With This Firm: 1 With Other Firms: 8	
e. Education: Degree(s)/Year/Specialization BA/2013/Sociology AS/2011/General Education	
f. Active Registration: Year First Registered/Discipline E-Railsafe System KDOT Basic Inspection, Structures, Asphalt and Concrete	
g. Other Experience and Qualifications relevant to the proposed project: BNSF LPKC Foundation Repairs, Edgerton, KS Construction manager for annual projects and foundation repairs at BNSF's Logistics Park Kansas City facility. The construction management team was on site for 10 consecutive weekends around-the-clock to oversee 15 joint repairs. BNSF Statewide I/C Services for Public Projects, IA & KS Construction engineer on a statewide contract with BNSF for inspection and coordination services for all the highway-rail grade separation projects in Iowa and Kansas. BNSF 2017 Crane Guide Rail System Inspection/Engineering Maintenance, IL, MO & WA Inspection coordinator for quarterly inspection of crane guide rail system. He performed inspections of the crane guide rail structures, concrete foundation and drainage structures, Panzerbelt for cable protection at grade crossings, cable pits, and conductor bar structures at the following wide span crane facilities: Logistics Park Chicago, Memphis, Logistics Park Kansas City and Seattle International Gateway North. BNSF CM Osmond Bridges 68.47 and 69.56, Osmond, NE Construction inspector for in-line replacement of existing single-track bridge 0145-0068.470 and 0145-0069.560 near Osmond. BNSF Facilities Replacement Projects, KC Auto and LPKC, Kansas City, KS Construction inspector for numerous facilities replacement projects at KC Auto and LPKC facilities. BNSF LPKC Automation Project, Kansas City, KS Construction inspector for a complex project involving coordination with BNSF operations, technology, telecom, crane vendors and numerous contractors. The project involved electrical, water, communications, pavement, structures and site security.	

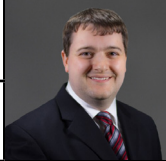
a. Name & Title: Joshua Mieth, PE, Project Manager	
b. Project Assignment: UPRR Agency Liaison, Plan Reviews	
c. Name of firm with which associated: HNTB Corporation	
d. Years Experience: 22 With This Firm: 19 With Other Firms: 3	
e. Education: Degree(s)/Year/Specialization BS/2001/Civil Engineering	
f. Active Registration: Year First Registered/Discipline PE: 2006/TX/Civil Engineering	
g. Other Experience and Qualifications relevant to the proposed project: ATP Blue Line LRT, Austin, TX Design manager for the preliminary engineering of an 8.2-mile light rail alignment from downtown Austin to the Austin-Bergstrom International Airport. The effort includes the design of tunnel and underground stations in downtown, location for a new-location signature bridge over Lady Bird Lake and LRT design within the Riverside Drive roadway corridor. The project requires coordination with many public and private stakeholders including utilities, agencies including City of Austin departments and TxDOT, neighborhood committees and businesses along the corridor. NTCOG Dallas-Fort Worth High-Speed Transportation Corridors Study, Dallas/Fort Worth, TX Alignment engineering lead for evaluation of potential high-speed transportation corridor routes based on an initial screening between Dallas and Fort Worth with access to anticipated future station locations. His role included initial review of alignment speeds for different mode types (high-speed rail, maglev and hyperloop), high-level corridor alignment design and review of potential opportunities and challenges at freeway interchanges and terminal stations in urban areas. TxDOT Houston-Beaumont Region Freight Study, Houston/Beaumont, TX Deputy project manager of an overarching review of roadway-rail grade crossings and railroad operations constraints and identification of potential solutions in the Houston and Beaumont regions. He led and reviewed Rail Traffic Controller (RTC) results for constraints and solutions within the regional rail network, identification and prioritization of critical grade crossings for potential grade separations and crossing closures, development of grade crossing initial designs for select locations and preparation of reports.	


7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Israel Crowe, PE, Senior Project Manager</p>	
<p>b. Project Assignment: Track Design</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 26 With This Firm: 4 With Other Firms: 22</p>	
<p>e. Education: Degree(s)/Year/Specialization MS/1999/Civil Engineering BS/1996/Civil Engineering AS/1993/Physics</p>	
<p>f. Active Registration: Year First Registered/Discipline PE: 2002/TX/Civil Engineering; 2006/WY/Civil Engineering; 2011/CO/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>California High Speed Rail Construction Package 4, Tulare & Kern Counties, CA Change order and estimating manager for the 22-mile new high-speed rail alignment consisting of nine Type 1 structures, two Type 2 structures, three guideway packages (North, Middle, South) and 81 utility relocation packages, extensive drainage systems, earthwork and imported borrow. HNTB provides contract administration and oversight for environmental, ROW, design, construction, safety, quality, third party utilities, public relations, project control and ICE/ISE. On the CP4 project, Mr. Crowe prepared construction cost estimates, negotiated change orders with the contractor and prepared change orders for execution by CHSRA..</p> <p>Cotton Belt Regional Rail Preliminary Engineering and EIS, Dallas, TX Project engineer for the proposed regional passenger rail for the existing Cotton Belt Corridor, an east-west freight rail corridor. He also served in a design team management and QC role. The DART Cotton Belt project corridor is located on DART ROW and runs from just north of DFW International Airport to central Plano. It passes through Collin, Dallas and Tarrant Counties and includes the cities of Grapevine, Coppell, Carrollton, Addison, Dallas, Richardson and Plano. The Cotton Belt project corridor is approximately 26 miles and runs in a northeasterly direction from north of DFW International Airport to its proposed terminus in central Plano. The proposed passenger rail will largely follow the existing freight rail within the existing corridor. The project included a constraints analysis, preliminary engineering plans and a design report.</p>	

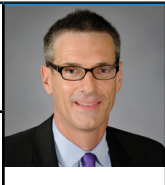
<p>a. Name & Title: Doug Woodbury, PE, Senior Program Manager</p>	
<p>b. Project Assignment: Signals/PTC</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 37 With This Firm: 31 With Other Firms: 6</p>	
<p>e. Education: Degree(s)/Year/Specialization MS/1991/Electrical Engineering BS/1986/Electrical Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline PE: 1991/MA/Civil Engineering; 1994/TX/Civil Engineering; 1994/FL/Civil Engineering; 1999/RI/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>MBTA Green Line Extension, Cambridge, Somerville & Medford, MA Design manager for track, signals, communications, traction power and catenary. He was in charge of the track and systems design, including coordination of design elements and overall systems integration for this \$1B project. The project also involved modifications to the adjacent commuter rail lines, including temporary and permanent track alignment and interlockings.</p> <p>MNR Customer Service Initiative, New York, NY HNTB is designing the system-wide communications upgrade for MNR, one of the largest commuter railroads in the country with more than 83M annual riders. This project aims to enhance the customers' experience and improve operations with a system-wide upgrade of the public address, visual information and CCTV/access control systems at all MNR stations throughout New York and Connecticut. Elevator and escalator monitoring, network connectivity and real-time data improvements are also included. An updated public address/VIS has been designed for both Grand Central Terminal (GCT) for local control and North White Plains for the outlying stations and back-up for GCT. The security command center will be the central control facility for the new video management system, new integrated access control system, and new centralized elevator/escalator monitoring and control system. Key project challenges include the large geographical spread of the project, extensive stakeholder and contractor coordination and varying legacy systems that require integration.</p> <p>MBTA Green Line Positive Train Control, Boston, MA Deputy project manager responsible for working with the engineering team to provide project deliverables for implementation of PTC on the MBTA Green Line, including analysis of existing operations, existing infrastructure and vehicles. He prepared sections of the report and was part of the team analyzing candidate technologies for implementation on the Green Line.</p>	

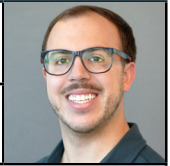
7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Mark Dingler, PE, Senior Rail Simulation Project Manager</p>	
<p>b. Project Assignment: Operational Analysis/RTC Modeling</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 15 With This Firm: 5 With Other Firms: 10</p>	
<p>e. Education: Degree(s)/Year/Specialization MS/2010/Civil Engineering BS/2007/Civil Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline PE: 2021/FL/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>Gulf Coast Passenger Service RTC Modeling, New Orleans, LA & Mobile, AL Modeling expert supporting CSX Transportation and Norfolk Southern Railway in their dispute with Amtrak over the introduction of passenger rail between New Orleans and Mobile. He worked closely with operations, engineering and legal departments as well as outside counsel from CSX Transportation and Norfolk Southern Railway. Mr. Dingler used simulation modeling and data analysis to determine the potential impact to freight operations and the public along the corridor and the necessary projects to mitigate the impact of four daily passenger trains on a freight corridor. He served as an expert witness describing the modeling effort in testimony during the STB hearing.</p> <p>Sound Transit Light Rail Operations Simulation Modeling and Advisory Services, Statewide, WA Project manager for a five-year modeling and planning contract with Sound Transit. He led the team that developed an open track operations simulation model of the existing and future light rail system. The model is used along with data analysis and industry experts to support schedule planning, infrastructure and alignment designs and systems integration as the Sound Transit system expands. Mr. Dingler managed a team of three subconsultants and HNTB staff across four countries and three continents.</p> <p>Amtrak Chicago Union Station Operations and Station Integration Plan, Chicago, IL Developed RTC models to study the necessary track infrastructure improvements to support future train schedules. The model included over 1200 daily Metra and Amtrak trains in the long-term future model. Mr. Dingler developed the model using historical train variability to determine the need for track improvements in train reliability approaching Union Station as an alternative to more expensive Union Station improvements.</p>	


<p>a. Name & Title: Steve Jacobi, PE, SE, Engineering Group Director</p>	
<p>b. Project Assignment: Bridge Design</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 37 With This Firm: 2 With Other Firms: 35</p>	
<p>e. Education: Degree(s)/Year/Specialization BS/1985/Civil Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline PE:1990/OK/Civil Engineering; SE:1990/OK/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>Project Manager for the Oklahoma City NW BRT Construction, Oklahoma City, OK Coordinates with stakeholders on construction and procurement issues with responses to RFIs on items that affect budget and schedule across civil engineering, electrical, water, gas, sewer, transit and signaling challenges.</p> <p>Senior Technical Reviewer for I-44 over the UPRR in Oklahoma City, Oklahoma City, OK Aiming to rehabilitate, widen, and replace the bridge superstructure on existing I-44 bridges over the UPRR line that runs west out of Oklahoma City, through Yukon, to El Reno, this project utilizes soil nail walls to provide accommodation for 2 additional tracks with an eye toward a future commuter rail line running west out of Oklahoma City. It incorporates prefabricated bridge elements and systems to reduce impacts to the existing rail operations.</p> <p>ODOT, Statewide, OK State bridge engineer responsible for managing a 68-person bridge division. The division had oversight for a \$400M annual bridge construction program with design being performed in-house and with consultant partners. Mr. Jacobi's office was responsible for 6,800 state-owned bridges, and additionally was responsible for inspections and load ratings on the remaining 16,300 public bridges. Office responsibilities included structural foundations (geotechnical testing, evaluation, construction monitoring techniques and foundation design utilizing drilled shaft, spread footing and driven pile foundations). His office oversaw retaining wall selection and design including cast-in-place cantilever, MSE, soil nail and secant pile walls. Mr. Jacobi's responsibilities included responding to bridge emergencies brought about by flooding, seismic events, construction mishaps and vehicle impacts. He oversaw the bridge design efforts on a wide range of structure types utilizing steel and concrete on stream crossings, grade separations, interchanges and navigable bridge structures.</p>	


7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: John Trautmann, RA, AIA, LEED® AP, Transit Architecture Studio Leader</p>	
<p>b. Project Assignment: Architecture</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 33 With This Firm: 8 With Other Firms: 25</p>	
<p>e. Education: Degree(s)/Year/Specialization M.Arch./1988 BA/1984/Architecture</p>	
<p>f. Active Registration: Year First Registered/Discipline Professional Architect: 1990/CA; 2017/TX</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>Nobel Drive Parking Structure and Light Rail Transit Station, Mid-Coast Corridor Project, San Diego, CA Lead architect for 60% design of a 450-space multi-deck parking structure integrated with an aerial rail transit station as part of a new \$2B line.</p> <p>CapMetro MetroRail Downtown Multimodal Station, Austin, TX Lead architect for general oversight and review of the 60% station design by the local architect-of-record. HNTB, in a joint venture with Downtown Gateway Partners, is responsible for design, construction documentation and implementation of a new replacement terminus, the southern end of CapMetro Rail's 32-mile Red Line. Adjacent to the Austin Convention Center and new bike and pedestrian ways, three platform positions will be able to accommodate a total of six Stadler GTW diesel multiple unit trainsets simultaneously to accommodate surge loads for events.</p> <p>METRO Northwest Transit Center, Houston, TX Lead architect for design and construction documentation for the 25-bay Northwest Transit Center, the northern terminus of the new Uptown BRT. The BRT will have its own limited-access loop with a level-boarding platform and canopy set apart with distinct Uptown BRT branding. In addition to BRT, the intermodal transfer facility will serve as many as 20 dedicated freeway-corridor express and local bus routes as well as a possible shuttle bus to a projected Texas High-Speed Rail terminus.</p> <p>LACMTA West Santa Ana Transit Corridor Technical Refinement Study, Los Angeles - Artesia, CA As issue captain, Mr. Trautmann developed recommendations for the integration of new light rail transit tracks and platforms into the congested confines of Los Angeles Union Station.</p>	


<p>a. Name & Title: Ben Snider, PE, Engineer III</p>	
<p>b. Project Assignment: Engineering</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 6 With This Firm: 1 With Other Firms: 5</p>	
<p>e. Education: Degree(s)/Year/Specialization BS/2017/Civil Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline PE: 2022/MO/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>KCSA Main Street Extension, Kansas City, MO Track engineer responsible for a segment of the track design along the mainline and vehicle maintenance facility for an extension of the existing streetcar system in Kansas City. He also assisted in the redesign of sidewalks and retaining walls along the corridor. This will be a transformative project to expand the capacity and quality of Kansas City's public transportation system and involves extended coordination across multiple firms.</p> <p>KCSA Riverfront Extension, Kansas City, MO Track engineer responsible for a segment of the track design along the mainline for an extension of the existing streetcar system in Kansas City and responsible engineer for the two station platform designs. This project works in tandem with the Main Street extension and has built off the success of the previous work done to achieve within a tighter schedule and budget.</p> <p>MARTA Campbellton Road BRT, Atlanta, GA Engineer responsible for the roadway and station design of a BRT project in Atlanta which will be the first of its kind across the eighth largest transit system in the country. The project includes exclusive bus guideway design and roadway expansion across over 10 miles of existing roadway as well as full redesign of 2 end of line transfer stations and will prove to be an innovative milestone for Atlanta's move towards expanding its transit reach to underserved communities.</p> <p>City of Tulsa Route 66 BRT, Tulsa, OK Engineer assisting in the station and electrical design of a BRT project in Tulsa. The project includes integration with the previously constructed system and design of 46 full level-boarding platforms.</p>	


7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Marcus Geist, PE, Transportation Project Manager</p>	
<p>b. Project Assignment: Engineering</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 13 With This Firm: 13 With Other Firms: 0</p>	
<p>e. Education: Degree(s)/Year/Specialization BS/2009/Civil Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline PE: 2014/KS/Civil Engineering; 2020/OK/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>EMBARK Northwest BRT Oklahoma City, OK Transportation design manager for the design of the new BRT line in Oklahoma City. His responsibilities include design and plan production oversight, assisting with project management and coordination with other disciplines during design process.</p> <p>California High Speed Rail Fresno, CA Transportation design engineer for this design-build project. His responsibilities included developing geometric concepts and alternatives, modeling and evaluation.</p> <p>OTA Access Bond Program, Statewide, OK Project manager for East/West Interchange at I-44/SH 37/East/West Turnpike. His responsibilities include project management and ensuring quality on all aspects of project, design oversight/review and client coordination with ODOT, OTA and MacArthur (prime). Mr. Geist also serves as project manager for 4.5 miles of widening on the Will Rogers Turnpike from approximate MP 252 to MP 256. His responsibilities include project management and ensuring quality on all aspects of project, design oversight/reviews and client coordination with ODOT, OTA and Benham (prime).</p> <p>ODOT US 69, Tushka, OK Project manager for this 2.5-mile corridor of widening from 4-lane existing to 5-lane future configuration. His responsibilities include leading multi-discipline design coordination, design and plan production oversight, project management and coordination with client.</p> <p>TxDOT I-35 Mobility Study (Segment 1 & 2), TX Transportation design engineer for the 30% schematic development of the I-35 corridor 7% concept. As the design lead, his responsibilities included overseeing the geometry and modeling efforts for Segment 1 and 2. Additionally, he performed geometric and modeling work on Segment 1.</p>	


<p>a. Name & Title: Emma Bachman, EI, Engineer I</p>	
<p>b. Project Assignment: Engineering</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 2 With This Firm: 2 With Other Firms: 0</p>	
<p>e. Education: Degree(s)/Year/Specialization BS/2021/Civil Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline EI: 2021/OK/Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>OTA East-West Connector, Canadian County, OK Highway design engineer for this interchange design project as part of the ACCESS Oklahoma bond program. The interchange will connect SH 37 and I-44 with new proposed East-West connector toll road. Ms. Bachman's responsibilities include geometric design, roadway modeling, and plan production.</p> <p>ODOT US 60, Kay County, OK Highway and drainage design engineer for this 6.5-mile-long corridor widening, resurfacing and bridge project between Tonkawa and Lamont including streambank remediation solutions. Ms. Bachman's responsibilities include geometric design, roadway modeling, drainage design of ditches and culverts and plan production.</p> <p>ODOT SH 20, Mayes County, OK Highway design engineer on this 7.1-mile-long corridor study north of Salina. The study aims to evaluate alternatives for proposed geometric improvements to previously identified safety concerns on the corridor. Ms. Bachman's responsibilities include development of alignment alternatives, alternative evaluation, report writing, and development of electronic exhibits leveraging advanced PDF features to communicate with the client.</p> <p>ODOT US 69, Tushka, OK Highway design engineer on this 2.5-mile corridor of widening from 4-lane existing to 5-lane future configuration. Ms. Bachman is responsible for roadway modeling and plan production.</p> <p>KDOT US 69 Express Corridor Project, Overland Park, KS Highway design engineer responsible for assisting with the preliminary engineering on the project. HNTB is serving as KDOT's PMC for this \$500M program, including the procurement of an initial \$300M design-build project. Ms. Bachman's project duties included geometric design, roadway modeling and plan production.</p>	


7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Jesse Harder, PE, MEP Department Manager</p>	
<p>b. Project Assignment: MEP: Mechanical</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 23 With This Firm: 4 With Other Firms: 19</p>	
<p>e. Education: Degree(s)/Year/Specialization BS/2000/Mechanical Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline PE: 2008/CA/Civil Engineering; 2014/WA/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>Port of Oakland, Comprehensive Civil and Utility Assessment Program, Oakland, CA Engineering manager and utility lead in charge of utility condition assessment work for the Oakland Airport. The work included extensive research of record drawings and reports, mapping, staff interviews and site visits to evaluate systems including the pump stations, central plants and electrical substations. A key component of the work was the preparation of “design ready” base maps that incorporated surveys, utility investigations and project improvements.</p> <p>San Francisco Municipal Transportation Agency, Central Subway Third Street Light Rail Phase II, San Francisco, CA Fire/life safety mechanical lead and fire protection engineer who completed an evaluation of emergency ventilation system modes and hazards for the subway crossover and adjoining tunnel segments. A key success was the development of an alternate ventilation strategy to more effectively coordinate the ventilation system design with the train control system operating parameters. The evaluation included extensive computational fluid dynamics modeling to determine the most effective vent zone boundaries and minimize hazards to occupants. He also led a joint designer-stakeholder team in the evaluation and preparation of an alternate hazard analysis to identify potential hazards and mitigation measures related to train operations at the crossover tunnel.</p> <p>BART Transbay Core Capacity Program, Oakland, CA Mechanical engineer lead responsible for the preliminary and final design of plumbing and pumping systems serving new traction power substations including prefabricated restrooms and sump dewatering. The design includes the selection and layout of HVAC systems for AC and DC switchgear houses at each substation site. The HVAC design is based on site-specific load models developed in Trane TRACE 3D, which are coordinated with the electrical and communication equipment selection, data and layout.</p>	


<p>a. Name & Title: Carl Ayubi, PE, Senior Technical Advisor</p>	
<p>b. Project Assignment: MEP: Electrical</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 34 With This Firm: 24 With Other Firms: 10</p>	
<p>e. Education: Degree(s)/Year/Specialization BS/1989/Electrical Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline PE: 2016/TX/Civil Engineering; 2016/UT/Civil Engineering; 2010/CO/Civil Engineering; 2006/CA/Civil Engineering; 2005/OR/Civil Engineering; 2004/MO/Civil Engineering; 2002/NV/Civil Engineering; 2002/HI/Civil Engineering; 2002/LA/Civil Engineering; 1996/WA/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>Sound Transit Overlake Transit Center and Park and Ride, Redmond, WA Electrical engineer responsible for preparing preliminary engineering and environmental documentation for a new \$11M transit center and park-and-ride lot in Redmond near Microsoft Corporation’s headquarters. The facility serves Sound Transit regional commuter buses, King County Metro and Community Transit regional and local routes and Microsoft employee shuttles. The on-site, transit-oriented development includes a Redmond police substation, bicycle services and office space for the local traffic management association. The Transit Center will serve the East Link light rail transit line from Seattle and Bellevue.</p> <p>MetroLink Cross Country Extension, St. Louis, MO Electrical engineer for portions of the extension for a \$650M, 8-mile light rail extension to the existing St. Louis Metro Transit system. The extension also included nine stations, numerous bridges and four tunnels. The scope encompassed all systemwide elements of trackwork, train control, communications, traction power and related site and utility work. Mr. Ayubi’s responsibilities included the electrical design of the emergency ventilation and tunnel lighting systems.</p> <p>Sound Transit University of Washington Station Light Rail, Seattle, WA Quality control engineer for electrical work on the underground tunnel and two underground passenger stations for this \$1.45B, 3.15-mile underground extension of the light rail system in urban Seattle. Electrical systems include all power and lighting for tunnel and stations, building management systems for fire and life safety systems control and fire alarm systems.</p>	


7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Robert Kerr, Mechanical Engineer</p>	
<p>b. Project Assignment: MEP: Plumbing</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 17 With This Firm: 4 With Other Firms: 13</p>	
<p>e. Education: Degree(s)/Year/Specialization BS/2014/Mechanical Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline N/A</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>BART Oakland Shops Geometry Vehicle Storage and Spur Track, Oakland, CA Assisted with design support during construction by addressing mechanical and fire protection system related RFIs and submittals. He assisted with civil utility investigations and relocation of specific utilities while coordinating with remaining discipline leads.</p> <p>BART Transbay Corridor Core Capacity Program, Concord, Richmond & Oakland, CA Responsible for plumbing design including drawings, calculations, and specifications for new traction power electrical substations. He developed new specifications for a prefabricated restroom and dewatering pumps. Mr. Kerr also prepared design variance requests based on extensive code research and coordinated underground utility routing and points of connection for storm and sanitary piping.</p> <p>CalTrain CEMOF Facility Modifications, Oakland, CA Reviewed, coordinated and responded to RFIs, submittals and shop drawings as the subject matter expert on all mechanical related issues. He coordinated and led oil waste piping change order work, advised the project manager on the merit and magnitude of potential contract changes during construction and assessed work quality on review of inspector reports.</p> <p>Sound Transit Northlink Extension, Seattle, WA Construction management lead for mechanical systems for over three years. In this position, he was responsible for reviewing submittals, answering RFIs pertaining to fire protection, HVAC and plumbing disciplines, contract/specification changes and QA/QC management for document control. He was also involved with cross-discipline coordination meetings in multiple project offices.</p>	


<p>a. Name & Title: William Madsen, PLA, LEED® AP, Landscape Architect</p>	
<p>b. Project Assignment: Urban Design/Landscape Architecture</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 29 With This Firm: 9 With Other Firms: 20</p>	
<p>e. Education: Degree(s)/Year/Specialization MA/2003/Architectural Management BLA/1993</p>	
<p>f. Active Registration: Year First Registered/Discipline PLA: 2021/KS/Professional Landscape Architect; MO/1999/Professional Landscape Architect; IA/2001/Professional Landscape Architect; MI/2004/Professional Landscape Architect</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>KCSA KC Streetcar Main Street Extension Final Design, Kansas City, MO Lead landscape architect for Kansas City's southern streetcar line extension. Teamed with HDR, Mr. Madsen leads the landscape design for improvements along the corridor beginning at Union Station and terminating at UMKC. Improvements along the extension were designed to meet Kansas City Missouri Parks and Boulevard standards for plantings, Kansas City Missouri Water Services standards for GSI basins at Memorial Drive and to incorporate design elements from the Country Club Plaza. Mr. Madsen also provided senior technical reviews of streetcar station designs, pedestrian facility connections and ADA accessibility.</p> <p>EMBARC Northwest BRT, Oklahoma City, OK Senior transit designer responsible for station and system design during 60%, 90% and final design aspects of the Northwest BRT system for Oklahoma City. His responsibilities included typical station layout, accessibility coordination, shelter specification, equipment layout service connection coordination and bidding assistance.</p> <p>CATS Plank-Nicholson BRT Final Design, Baton Rouge, LA BRT design lead who conducted a value engineering workshop for the Plank-Nicholson BRT project, the first BRT line in the City of Baton Rouge. Mr. Madsen provided input related design considerations, station design corridor amenities, transfer center design and cost estimate assumptions. The \$54M, 9-mile project includes level-boarding BRT stations, terminus transfer center and roadway, signal, and sidewalk accessibility improvements. The project is funded in part through a \$15M USDOT BUILD Grant and includes HNTB's coordination with the FTA's PMOC on the project.</p>	


7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Matthew Stowman, PE, Estimator</p>	
<p>b. Project Assignment: Cost Estimates</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 19 With This Firm: 7 With Other Firms: 12</p>	
<p>e. Education: Degree(s)/Year/Specialization BS/2004/Civil Engineering</p>	
<p>f. Active Registration: Year First Registered/Discipline PE: 2012/MN/Civil Engineering</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>CTA Design GEC III, All Stations Accessibility Program (ASAP) Logan Square Line California Station, Chicago, IL Estimating team member who produced contractor-style estimates at the 30%, 60%, 90% and 100% design milestones. The project involves installation of new elevators adjacent to the station house and new egress stairs at the south end of the platforms, which will be widened.</p> <p>CTA Red Line Extension (RLE) Program Management, Chicago, IL Estimator who provided a peer review of the engineering team's estimate. HNTB provides program management services for the CTA RLE project, a proposed \$3.6B, 5.6-mile heavy rail rapid transit extension of the Red Line on Chicago's Far South Side. The project will construct four new stations featuring bus connections and parking facilities and provide a modern, efficient car storage yard and shop facility. RLE is one part of CTA's Red Ahead Program to extend and enhance the entire Red Line.</p> <p>City of Milwaukee Vel R. Phillips Plaza, Milwaukee, WI Lead estimator for a proposed plaza, including planning to accommodate a proposed BRT platform and streetcar station for The Hop. Construction also included a structure for a future business.</p> <p>SANDAG South Bay to Sorrento Comprehensive Multimodal Corridor Plan, San Diego, CA Estimating team lead for the development of conceptual-level planning costs for a variety of transit projects, including complete streets, light rail routes, bus routes and bicycle path projects to aid in long-term planning of the region's transit network.</p>	

<p>a. Name & Title: Kyle Kroner, CEP, Senior Project Manager</p>	
<p>b. Project Assignment: Environmental</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 22 With This Firm: 15 With Other Firms: 7</p>	
<p>e. Education: Degree(s)/Year/Specialization MS/2001/ Urban & Regional Planning BS/1998/Community & Regional Planning</p>	
<p>f. Active Registration: Year First Registered/Discipline CEP NEPA & Transportation Decision Making Process NHI</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>IDOT CBIS Segment 4 NEPA, IJR, and Preliminary Engineering, Council Bluffs, IA Project manager for Phase 1 and 2 of the preparation of a Tier 2 NEPA EA, the CBIS Systemwide IJR amendment and conceptual design and preliminary engineering services for reconstruction of the I-29/I-480 systems interchange. The HNTB team assessed changes to the project study area since the approval of the Tier 1 NEPA document over a decade earlier and evaluated two Tier 1 interchange improvement concepts for their abilities to meet updated design criteria, maintenance of traffic requirements, and for constructability. HNTB also developed a third concept for evaluation that responded to dynamic conditions in the project corridor to allow for flexibility in packaging and construction sequencing of the interchange.</p> <p>City of Omaha Riverfront Drive Pedestrian Connector Bridge Categorical Exclusion, Omaha, NE Project manager and principal author for a NEPA CE and EA for a pedestrian bridge that connects the existing Bob Kerrey Pedestrian Bridge over the Missouri River to the 10th Street and Fahey intersection activity center. Important issues on this project include Section 4(f) impacts, the minimization of exposure to hazardous materials and potential parking impacts.</p> <p>Roaring Forks Transportation Authority VelociRFTA, BRT Program Manager, Aspen to Glenwood Springs, CO NEPA project manager for environmental studies related to the program to implement a new \$46.2M BRT service for the Roaring Forks Transportation Authority (RFTA). He is responsible for direct coordination with the appropriate transportation and resource agencies, including CDOT. During later design and construction phases of this project, he will manage and coordinate the environmental permitting process, which includes nine stations along a 40 mile corridor.</p>	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title: Michael Schmidt, PLA, ASLA, Landscape Architect & Urban Designer</p>	
<p>b. Project Assignment: Visualizations</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 9 With This Firm: 2 With Other Firms: 7</p>	
<p>e. Education: Degree(s)/Year/Specialization BLA & ES/2015</p>	
<p>f. Active Registration: Year First Registered/Discipline PLA: 2019/MO/Professional Landscape Architect</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>West Virginia Parkways Authority West Virginia Travel Plaza, Beckley, Bluestone & Morton, WV Landscape architect for the development of three new travel plazas along the West Virginia Turnpike. The site design included fueling stations, truck and vehicle parking, outdoor dining areas, improved site circulation, conceptual utility plans, conceptual grading plans and landscape design.</p> <p>KCSA KC Streetcar South Extension, Kansas City, MO Landscape architect and urban designer for the southern extension of the Kansas City streetcar system. The extension to the existing streetcar service will provide a connection from Union Station South to UMKC. Design elements included station design, green infrastructure, landscape design and 3D visualizations</p> <p>Pace Suburban Bus System, Chicago, IL Landscape architect for new transit stations along various routes of the Pace Suburban Bus System. The project included 3D visualizations of existing and proposed site conditions to increase public awareness and involvement.</p> <p>Unified Government of Wyandotte County, UG Levee Betterments, Kansas City, KS Landscape architect for riverfront improvements along the Kansas River. Proposed facilities include multi-use trails, seating areas, access to the water, an outdoor amphitheater and flexible public park spaces. The new facilities will activate the riverfront to reconnect the public with the Kansas River.</p>	

<p>a. Name & Title: Kelsey Heavin, Public Engagement Manager</p>	
<p>b. Project Assignment: Public Outreach</p>	
<p>c. Name of firm with which associated: HNTB Corporation</p>	
<p>d. Years Experience: 19 With This Firm: 15 With Other Firms: 4</p>	
<p>e. Education: Degree(s)/Year/Specialization MBA/2008 BA/2003/Communication Studies</p>	
<p>f. Active Registration: Year First Registered/Discipline N/A</p>	
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>EMBARK Northwest BRT, Oklahoma City, OK Responsible for the coordination of public meetings and materials. She assisted in hosting virtual meetings, coordinating in-person logistics and developing virtual story map exhibits. Her tasks also included preparing a press release to announce the meeting as well as post-meeting summary reports documenting the meeting, participants and comments received.</p> <p>KDOT US 69 Modernization and Expansion Project, Johnson County, KS Communications and engagement coordinator for the 69Express Project. Her responsibilities include developing electronic materials for virtual public meetings, stakeholder meeting and newsletters, coordinating with elected officials and stakeholders to set up project briefings, updating the project website with current information and overseeing the Public Involvement Management Application Tool (PIMA) which includes managing the stakeholder database, public comments and responses.</p> <p>KDOT South Lawrence Trafficway SEIS Study, Lawrence, KS Public involvement coordinator for this vital corridor. She is responsible for public meeting logistics and coordination, including a virtual public meeting, and overseeing the incorporation of PIMA into these meetings to document participation and comments. She also assists with development of written communications such as fact sheets, meeting exhibits and communication</p> <p>KDOT Johnson County Gateway (I-435/I-35/K-10 Interchange) PMC Services, Johnson County, KS Public involvement coordinator who assisted with the development of written and electronic materials for the website, public meetings, advisory group meetings and workshops to communicate project information and key decisions. Her responsibilities during the PMC phase included supporting the communications manager with executing the communication strategy, stakeholder notifications, publishing weekly updates and managing the stakeholder and comment database.</p>	

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 Firms Responsibility	c. Agency (Responsible Office) Name and 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. CATS On-Call <i>Baton Rouge, LA</i>	As part of a general on-call planning contract, HNTB performed a Comprehensive Operational Analysis (COA) that includes the evaluation of the Capital Area Transit System and makes recommendations for route improvements in both the near term and long term to serve the community more efficiently. The project also includes a facilities assessment, origin-destination survey, and operational assessment.	Capital Area Transit System 2250 Florida Blvd, Baton Rouge, LA 70802 PM: Cheri L. Soileau, AICP (225) 389-8920	2017 - ongoing	N/A (On-Call Contract)	\$1,023 Transit Development Plan - \$313 Stakeholder Survey - \$78 Comprehensive Operational Analysis - \$586 CAD/AVL Support - \$46
2. Northwest BRT <i>Oklahoma City, OK</i>	The Northwest BRT planning project explored alternatives for the downtown and terminus routing of the BRT corridor and evaluated station locations and operational plans. Also included public engagement and NEPA documentation, resulting in an approved documented CE. As a follow-up to the planning work for the NW BRT project, HNTB performed preliminary and final design services to bring the project to construction. The project will also consider finalization of the operating plan, cost estimation, public engagement, and FTA coordination with EMBARK's Program Management Oversight Consultant (PMOC).	EMBARK 420 NW 5th St, Oklahoma City, OK 73102 PM: Jason Ferbrache (405) 297-2262	2018 - ongoing	\$16,400	\$2,240
3. Peoria Avenue BRT Final Design <i>Tulsa, OK</i>	HNTB led the design for the new north-south Peoria Avenue AERO BRT line in Tulsa. The Peoria AERO BRT project included route alternatives evaluation, operations planning, cost estimation, and a robust engagement and branding strategy to successfully deliver Tulsa's first BRT. 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.	City of Tulsa 175 E. 2nd Street, Tulsa, OK 74103 PM: Doug Helt (918) 297-9636	2018 - 2019	\$2,300	\$1,500

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 Firms Responsibility	c. Agency (Responsible Office) Name and 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
4. EMBARK Planning On-Call <i>Oklahoma City, OK</i>	As part of a general on-call planning contract, HNTB performed a Transit Signal Priority (TSP) Master Plan and a Title VI Equity Analysis. The TSP Master Plan for EMBARK routes included a concept of operations and traffic analysis. The Title VI Equity Analysis is related to a new fare category for new BRT service.	EMBARK 420 NW 5th St, Oklahoma City, OK 73102 PM: Chip Nolen (405) 297-2104	2021 - ongoing	N/A (On-Call Contract)	\$131 Transit Signal Priority Support - \$119 Fare Equity Analysis - \$12
5. Prospect Avenue MAX <i>Kansas City, MO</i>	HNTB partnered with KCATA for the planning, project development and final design phases of this project. Prior to project development, HNTB was hired to help determine the range of possible corridor improvements, including the potential for implementing MAX service. Prospect Avenue was the third BRT corridor in which HNTB played leadership roles in planning and design for KCATA. HNTB advanced the environmental documentation, preliminary and final design, operations planning and public engagement efforts. Services involved NEPA documentation; operations planning, including costs and street ready schedules; fare collection plan, including evaluation of fare payment strategies and equipment recommendations; financial planning, including capital cost estimates and funding; branding concept plan; preliminary design, including stations, shelters/markers and TOD concepts, agency coordination and public outreach. The \$56M project was awarded \$30M through the FTA Small Starts Program and HNTB assisted with FTA PMOC coordination and reporting.	Kansas City Area Transportation Authority (KCATA) 1200 E. 18th Street; Kansas City, MO, 64108 PM: Keith Sanders (816) 346-0359	2019	\$56,000	\$1,040 Project Development NEPA (CE) documentation Transit Operations Planning Public Engagement Capital Cost Estimates Preliminary and Final Design FTA Coordination

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 Firms Responsibility	c. Agency (Responsible Office) Name and 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. CapMetro GEC <i>Austin, TX</i>	HNTB has served as CapMetro's GEC for the past 12 years, supporting the continued development of their MetroRail commuter rail and MetroRapid BRT service through an array of task orders including MetroRapid BRT, MetroRail LRT, and park-and-ride design and environmental permitting.	Capital Metropolitan Transportation Authority 2910 E 5th St, Austin, TX 78702 PM: King Kaul (512) 541-8428	2010 - ongoing	Max \$25,000	\$150
7. VIA SmartMove PMC <i>San Antonio, TX</i>	HNTB served as the PMC for VIA's High Capacity Short-term Transit Program - SmartMove. The program included VIA's Modern Streetcar, transit centers, park and ride facilities, and bus purchases. After cancellation of the Modern Streetcar, the program was revised to include BRT. Projects in the SmartMove program include transit corridor improvements, park and ride and transit plaza design.	VIA Transportation Authority 123 N Medina, San Antonio, TX 78207 PM: Larry Mares (210) 299-5910	2020	\$300,000	\$21,000
8. DART GPC <i>Dallas, TX</i>	HNTB, as a subconsultant, was selected by DART to be the consultant team on the GPC VI contract. Through the GPC VI contract, HNTB has worked on a variety of planning and engineering task orders, with HNTB providing project management and/or serving as technical lead on most of DART's highest profile projects. Specific projects include the DART D2 Subway, the 2040 Transit System Plan, Cotton Belt SDEIS, and the Blue and Red Line Platform Extensions.	Dallas Area Rapid Transit 1401 Pacific Ave, Dallas, TX 75202 PM: Kay Shelton (214) 749-2841	2022	\$50,000	\$13,000

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 Firms Responsibility	c. Agency (Responsible Office) Name and 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. Penn Station Access GEC New York, NY	HNTB served as GEC to MTA – Construction & Development for the Penn Station Access (PSA) Project. PSA will transform the region by introducing direct Metro-North Railroad (MNR) service from the Bronx, Westchester and Connecticut to Penn Station New York, and adding four new ADA-accessible passenger rail stations in currently under-served neighborhoods of the East Bronx. The project will strengthen network reliability and improve recovery times for trains in the event of an emergency interruption of service. PSA will divert existing MNR New Haven Line trains onto Amtrak's existing Hell Gate Line, maximizing the potential of existing infrastructure, while minimizing impacts on the surrounding community. The project includes bridge rehabilitations, more than 20 miles of new and rehabilitated track work, new and reconfigured interlockings, and the modernization of signal, power and communication infrastructure. HNTB also provided community outreach support services and project controls support.	New York City Transit (MTA) 2 Broadway, New York, NY 10004 PM: Eve Michel (917) 709-1494	2019 - ongoing	\$1,500,000	\$40,100

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 Firms Responsibility	c. Agency (Responsible Office) Name and 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
10. MetroNEXT PMC <i>Houston, TX</i>	In 2020, HNTB was selected by the Metropolitan Transit Authority of Harris County (METRO) to provide comprehensive PMC, planning, environmental and conceptual development services for the Agency's \$7.5B multi-modal transit system improvements- METRONext Program. The program includes 25 miles of light rail, 75 miles of fixed guideway BRT, 18 corridor based BRT projects, converting 10 one way HOV corridors to two-way plus numerous other system enhancement projects. HNTB's tasks include program management, FTA management, reporting and coordination, supporting the advancement of FTA CIG projects, NEPA studies, conceptual and preliminary engineering, public engagement, construction management, new and retrofitted maintenance facility planning, third party coordination and management, and providing in-house resources to support day-to-day program implementation including, document control, procurement, contracting and technology support. HNTB's work is funded through a series of work authorizations. To date, HNTB has received four work authorizations totaling \$32.5M. One of METRONext 's signature projects is the METRORapid Bus Rapid Transit (BRT) University BRT corridor, which includes a \$1.5B, 25-mile "Gold-Standard" BRT corridor. Currently in project development, HNTB led the conceptual development, environmental and planning development elements of the project. HNTB worked with METRO to fast-track the conceptual development phase of the project and was approved by Federal Transit Administration to enter project development in approximately nine months.	Metropolitan Transit Authority of Harris County (METRO) 1900 Main St, Houston, TX 77002 PM: Shri Reddy (713) 739-6062	2021 - ongoing	\$7,500,000	\$32,500

9.All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firms 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
1. USACE SPN Pajaro VE Study <i>Lee's Summit, MO</i>	Subconsultant - HNTB provided subject matter experts to SVS in service to USACE San Francisco's value engineering efforts.	Strategic Value Solutions, Inc. 1650 NE Grand Avenue, Suite 100 Lee's Summit, MO 64086 PM: Kyle Schafersman (816) 877-8891	100%	13	13
2. NCHRP 08-140: Guide for Truck Parking Information Management Systems <i>Nationwide, USA</i>	Subconsultant - HNTB is providing subject matter experts in Truck Parking Information Management Systems (TPIMS). Writing state of the practice memo and several chapters in the guidebook. Reviewing other sections written by Cambridge Systematics.	Cambridge Systematics, Inc. 115 South LaSalle Street, Suite 2200 Chicago, IL 60603 PM: Peter Rafferty (608) 216-5159	30%	150	150
3. USACE New Orleans Engineering <i>New Orleans, LA</i>	Prime - Indefinite delivery-indefinite quantity contract for general design and other related services within the New Orleans District (MVN) area of responsibility and the Mississippi Valley Division (MVD).	USACE New Orleans District 7400 Leake Avenue New Orleans, LA 70118-1030 PM: Richard Varuso (504) 862-2201	0%	15,000	15,000
4. USACE HNC RTLP LOS Range Support <i>Huntsville, AL</i>	Prime - Architect-Engineer design services to develop and maintain a line-of-sight analysis software compatible with Bentley's OpenRoads software suite.	USACE - Huntsville District PO Box 1600 4820 University Square Huntsville, AL 35807 PM: Christopher Robbins (660) 238-0280	15%	1,300	1,300
5. USACE Small Business General Engineering IDIQ <i>Baton Rouge, LA</i>	Subconsultant - IDIQ A/E general design and other related services within the continental U.S. and outside the continental U.S. which includes Alaska, Hawaii and U.S. Territories.	N-Y Associates, Inc. 2750 Lake Villa Dr. Metairie, LA 70002 PM: Jim Simmons (504) 885-0500	65%	20,000	224

9.All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firms 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
6. FTA PMOC <i>Washington, DC</i>	Prime - General engineering PMO contractor supporting FTA's technical and management functions with assessing transit project sponsors' abilities to successfully implement FTA's capital programs. HNTB provides recommendations and insights to assist FTA in determining if those projects are being managed effectively, progressing on time and within budget, and are continuing in accordance with the project sponsors' approved plans and specifications. HNTB also assists FTA in monitoring project sponsors' risk management plans and activities, assessing readiness to advance projects to new phases and providing technical assistance to ensure project success. To date, HNTB has been awarded task orders for the TIGER VIII Goldsboro Main Street Revitalization projects, the FTA Headquarters Real Estate Support/ Services and the Memphis Innovation Corridor Bus Rapid Transit Project Oversight.	Federal Transit Administration 1200 New Jersey Ave SE, Washington, DC 20003 PM: Matthew Nawn (202) 366-0893	72%	670,000	35,000

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.

INNOVATIVE TOOLS FOR COMMUNICATING DESIGN

HNTB's Creative Media Studio brings our engineer and designers' innovative ideas to life in unique and inspiring ways, allowing us to share and imagine the future of transportation with our clients and the public. The Creative Media Studio provides support in the areas of **3D Animations**, **Interactive Multimedia**, **Video Production**, **Immersive Technology**.



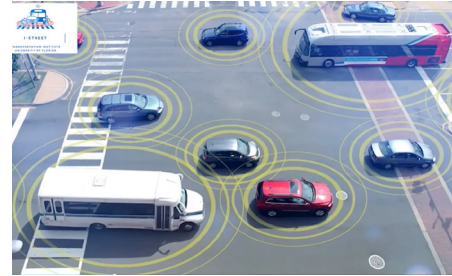
3D Animations

3D animations allow us to accurately depict what proposed conditions would be like in a virtual world prior to being constructed in the real world. Working in parallel with our clients, we come up with an effective way to showcase the important aspects of the project. Our team can recreate a project fully designed in 3D from existing conditions to final design. A complex construction sequence can also be developed.



Interactive Multimedia

Multimedia presentations communicate a project's story by combining different content forms such as text, audio, information graphics, images, animations, or video into a single presentation. Examples of multimedia include video podcasts, slideshow presentation, animated information pieces and interactive kiosk interfaces.



Video Production

Our video production experts work with teams to leverage live-action video, motion graphics, 3D animations, music and voice-over to deliver an impactful message. These videos provide enhancements to presentations, social media and pre-selling campaigns to showcase value-based solutions for the client.



Immersive Technology

Immersive technology creates a new reality by blending the physical world with the virtual. This allows the user to explore and interact with new environments and provides opportunities for designing, training, and collaboration opportunities. The three types of Immersive Technology our studio develops include: Virtual Reality (VR), Augmented Reality (AR), and Mixed Reality (MR).



Scan this QR code with your smart phone to view.



Scan this QR code with your smart phone to view.



Scan this QR code with your smart phone to view.



Scan this QR code with your smart phone to view.

11. The foregoing is a statement of facts..

Signature:  Typed Name Title: Kevin Wallace, Vice President

Date:
06/05/23



**Keystone Engineering &
Land Surveying SF 255**

STANDARD FORM (SF)

255

Architect-Engineer and Related Services Questionnaire for Specific Project

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

**RTA On-Call Engineering Consultant Services
Stillwater, OK**

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

May 1, 2023

2b. Agency Identification Number, if any:

230419 RFP 2023-001

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

Keystone Engineering and Land Surveying, Inc.
P.O. Box 436
923 South Lowry
Stillwater, OK 74076

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

Kelly D. Harris, P.E.
President
(405) 743-3355

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	
_____	_____	Administrative	_____	_____	Electrical Engineers	_____	_____	Oceanographers
_____	_____	Architects	_____	_____	Estimators	_____	_____	Planners Urban/Regional
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____	Sanitary Engineers
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____	Soils Engineers
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____	Specification Writers
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____	Structural Engineers
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	<u>2</u>	Surveyors
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____	Transportation Engineers
							<u>2</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.)

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		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Aaron J. Ferguson, P.E. / Design Engineer	a. Name & Title: Daniel McPeek, P.L.S. / Vice President
b. Project Assignment: Surveying	b. Project Assignment: Surveying
c. Name of Firm with which associated: Keystone	c. Name of Firm with which associated: Keystone
d. Years experience: With This Firm <u>5</u> With Other Firms <u>15</u>	d. Years experience: With This Firm <u>8</u> With Other Firms <u>3</u>
e. Education: Degree(s)/Year/ Specialization B.S. / 2007 / Civil Engineering, Oklahoma State University	e. Education: Degree(s)/Year/ Specialization B.S. / 2011 / Ag Science & Natural Resources Agribusiness, Oklahoma State University A.S. / 2017 / Surveying Technology, Oklahoma State University
f. Active Registration: Year First Registered/Discipline Oklahoma / 2018 / P.E. Civil / 30395	f. Active Registration: Year First Registered/Discipline Oklahoma / 2021 / P.L.S. / 2029 USA / 2019 / FAA Remote Pilot / 4218643
g. Other Experience and Qualifications relevant to the proposed project: Mr. Ferguson is a Project Manager for Keystone. His responsibilities include, but are not limited to, roadway design and reconstruction, drainage and detention facilities design and commercial and residential development planning. His project management includes multiple clients including the following: <ul style="list-style-type: none"> • Private Developers • Municipalities • Architects • Educational Institutions Mr. Ferguson provides project management as well as aiding in the completion of a variety of engineering design including: <ul style="list-style-type: none"> • Roadway Design • Hydrologic and Hydraulic design • Residential and Commercial Planning • Utility Coordination • Right of Way Design Mr. Ferguson is not only responsible for design engineering; he is also responsible for producing proposals, estimates and client communication.	g. Other Experience and Qualifications relevant to the proposed project: Mr. McPeek is Vice President for Keystone. His responsibilities include, but are not limited to, project coordination, background research, survey review during and post completion and client communication. His coordination oversight includes multiple clients including the following: <ul style="list-style-type: none"> • Oklahoma Department of Transportation • Natural Resources and Conservation Service • Architects • Educational Institutes • Oil and Energy Mr. McPeek provides production oversight and aides in the completion of a variety of surveys including: <ul style="list-style-type: none"> • Boundary, Property, Lot, Subdivision and ALTA/ASMC Surveys • Topographic Surveys • Route and Utility Surveys • Site Development and Architectural Surveys • Roadway and Bridge Surveys • Construction and Right-of-Way Staking Mr. McPeek is also responsible for client satisfaction and communication, reviewing project submittals, and preparing project proposals.

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
EC-2385A US75 – Atoka County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	04/2023	N/A	160
EC-2320 MKARNS - Muskogee County and Rogers County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	11/2021	N/A	205
EC-2262 US 70 - Roosevelt Bridge - Marshall County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	10/2021	N/A	252
C-2199 I-40 - Beckham County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	08/2021	N/A	268
EC-2085E TO#11 US 75 - Washington County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	01/2021	N/A	147
C-2085E TO#3 SH29 - Garvin County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	08/2020	N/A	295
EC-2085E TO#5,8 & 9 Bridges - Grant County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	04/2020	N/A	285

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
EC-2087 US 75 - Okmulgee County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	09/2019	N/A	135
EC-2085E TO#1 SH 20 - Rogers County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	06/2019	N/A	80
EC-1872C TO#4 US 281 & US 412 – Waynoka - Major County	Full Design Survey	Oklahoma Department of Transportation 200 N.E. 21st Street Oklahoma City, OK 73105	02/2019	N/A	186

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
N/A					

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.

N/A

11. The foregoing is a statement of facts.

Signature:  _____

Typed Name and Title: Daniel A. McPeek, Vice President

Date:

05/16/2023



Acknowledgement of Addenda:



ADDENDUM

ISSUE DATE **Tuesday, May 09, 2023**

TO **All Prospective Bidders/Proposers**

FROM Christina Hankins, Trust Specialist

PROJECT NO. RTA 2023-001 / Addendum No. 1

This addendum is part of the Contract Documents and modifies the work. Acknowledge receipt of this addendum must be so noted, as directed in the proposal packet. Failure to do so may result in the disqualification of the submitted proposal.

The Regional Transportation Authority of Central Oklahoma (RTA) is issuing Addendum No. 1 to clarify and/or change the following items:

1. Section IV.D. Titled, “Fee Schedule”, revised as follows:

Qualified consultant firms will be asked to provide a fee schedule for consultant firm members and participating individuals on team once the selection process is complete.



ADDENDUM

ISSUE DATE [Wednesday, May 17, 2023](#)

TO	All Prospective Bidders/Proposers
FROM	Christina Hankins, Trust Specialist
PROJECT NO.	RTA 2023-001 / Addendum No. 2

This addendum is part of the [Contract Documents](#) and modifies the work. [Acknowledge receipt of this addendum must be so noted, as directed in the proposal packet. Failure to do so may result in the disqualification of the submitted proposal.](#)

The Regional Transportation Authority of Central Oklahoma (RTA) is issuing Addendum No. 2 to answer the following questions received by May 16, 2023, at 5:00 p.m. CST:

1. Section IV.D. Titled, "Fee Schedule"
Q. "How do you want the fee schedule to be provided?"
A. As mentioned in Addendum No. 1, Qualified consultant firms will be asked to provide a fee schedule for consultant firm members and participating individuals on team once the selection process is complete. Please do not provide a fee schedule until the process is complete.
2. Exhibit D. Insurance Requirements
Q. "Do we need to provide proof of insurance when we turn in the proposals?"
A. No. If selected, the consultant will provide insurance before the approval of a contract.
3. Exhibit C. Forms
Q. "Since there aren't any DBE goals for this contract, do we still need to fill out the DBE forms?"
A. Yes. All forms in Exhibit C are required when submitting a proposal.
4. Exhibit B. Sample Master Service Agreement
Q. "Is the RTA willing to negotiate on contract terms and conditions?"
A. Yes.

HNTB CORPORATION STATEMENT FOR ORGANIZATIONAL, FINANCIAL, CONTRACTUAL OR OTHER INTEREST(S) AFFECTED BY ANY RTA EMPLOYEE

The HNTB Corporation has no 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.

ATTACHMENT F Federal Terms and Conditions

As a recipient of Federal Transportation Administration (FTA) grants, the RTA agrees annually in the Master Agreement with the 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. The RTAs 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 most recent Master Agreement between the RTA and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Further, Contractor acknowledges and understands that federal requirements that apply to the Agreement may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the RTA's underlying agreement with the federal government under which federal assistance for this project was awarded to the 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 Agreement and parties thereto at any tier.

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 Agreement, 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 five (5) 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 the 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 the FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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 the 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.

CIVIL RIGHTS AND EQUAL OPPORTUNITY

The RTA is an equal opportunity employer. As such, the RTA agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, the RTA agrees to comply with the

requirements of 49 U.S.C. § 5323(h) (3) by not using any federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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 the 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 (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 the 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 (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 the 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 the FTA may issue.

Contractor agrees to comply with, and assure that any subcontractor under this Agreement 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Contract Assurance

Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the 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, Contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the Contractor. In the event this Agreement contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains the RTAs prior written consent; and that, unless the 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 RTA 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 RTA 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 Agreement is subject to 49 C.F.R. part 26. Therefore, 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 Agreement. The RTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of Contractor's submission package, Contractor's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

DBE Participation

For the purpose of this Contract, the RTA 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 Agreement is set at 0%. This goal represents those elements of work under this Agreement performed by qualified DBEs for amounts totaling not less than 0% of the total Agreement price. Failure to meet the stated goal at the time of proposal submission may render Contractor non-responsive.

Proposed Submission

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 DBEs under this Agreement.
- B. A list of those qualified DBEs with whom Contractor intends to contract for the performance of portions of the work under the Agreement, the agreed price to be paid to each DBE for work, the Agreement items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Agreement 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 Agreement, 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 RTA.
- 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 Contractor is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of Contractor's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the RTAs 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 RTA 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.

Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBEs for elements of the Agreement:

- A. The names, addresses, and telephone numbers of DBEs 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 DBEs contacted in obtaining bonding or insurance required by Contractor or the RTA.

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 RTA may take into account the performance of other proposers in meeting the Agreement 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 RTA may view this as evidence of Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, Contractor may request administrative reconsideration. Contractor should make this request in writing to the RTAs Procurement Coordinator. The Procurement Coordinator will forward 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, 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. 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 RTA will send the Contractor a written decision on its reconsideration, explaining the basis for finding that 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 RTA. 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

Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the RTAs prior written consent. The RTA may provide such written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to

terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. 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 Agreement for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA 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 Agreement as the DBE that was terminated, to the extent needed to meet the Agreement 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 RTA shall monitor Contractor's DBE compliance during the life of the Agreement. In the event this procurement exceeds ninety (90) days, it will be the responsibility of Contractor to submit quarterly written reports to the RTA that summarize the total DBE value for this Agreement. These reports shall provide the following details:

- DBE utilization established for the Agreement;
- 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 Agreement; and
- The value of expenditures with each DBE firm from the inception of the Agreement 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. Contractor shall permit:

The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contracts between Contractor and other DBE parties entered into during the life of the Agreement.

The authorized representative(s) of the RTA, the DOT, and the Comptroller General of the United States to inspect and audit all data and record of Contractor relating to its performance under the DBE participation provision of this Agreement.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section.

Sanctions for Violations

If at any time the RTA has reason to believe that Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA 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 Contractor until such time as the issues concerning Contractor's compliance are resolved; and
- B. Termination or cancellation of the Agreement, in whole or in part, unless Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein.

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.

GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION (CONTRACTS EXCEEDING \$25,000)

Contractor shall comply and facilitate compliance with 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 (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, 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.

Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the federal government emerges, Contractor must promptly notify the RTA. 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.

LOBBYING (CONTRACTS OVER \$100,000)

Contractor certifies, to the best of his or her knowledge and belief, that:

- A. 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.
- B. 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.

Contractor 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The 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 Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the RTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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.

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 Agreement, 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 Agreement 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 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 the FTA under the authority of 49 U.S.C. chapter 53, the federal 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 the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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 (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.

SAFE OPERATION OF MOTOR VEHICLES

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 the 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 Agreement.

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 Agreement, 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.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems Contractor guilty of a breach of any term under the Agreement.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of Contractor, either directly or through other contractors;
2. The right to cancel this Agreement 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.

Rights and Remedies of Contractor

Inasmuch as Contractor can be adequately compensated by money damages for any breach of this Agreement which may be committed by the RTA, Contractor expressly agrees that no default, act, or omission of the RTA shall constitute a material breach of this Agreement, entitling Contractor to cancel or rescind the Agreement (unless the RTA directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of Contractor to complete a project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA 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. Contractor recognizes that in the event of a breach of this Agreement by Contractor before the RTA takes action contemplated herein, the RTA will provide Contractor with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1: Disputes arising in the performance of this Agreement that are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of the RTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the RTA. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the RTA shall be binding upon Contractor and Contractor shall abide by the decision.

Example 2: The RTA and 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 RTA 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 Agreement, 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 RTA 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 Agreement, and in accordance with the RTA's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by the RTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages

Should either Party to the Agreement 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.

Remedies

Unless this Agreement provides otherwise, all claims, counterclaims, disputes, and other matters in question between the RTA and 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 RTA is located.

Rights and Remedies

The duties and obligations imposed by the Agreement 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 RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, 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 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 Agreement. 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.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between Jacobs Engineering Group Inc. (“Jacobs”), and the Regional Transportation Authority of Central Oklahoma, a regional transit authority and public trust organized under the laws of the State of Oklahoma (“RTA”), each a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the RTA is a public trust created pursuant to the authority of 60 O.S. § 176 et seq., as authorized by 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

WHEREAS, on April 19, 2023, the RTA authorized the release of a Request for Proposal (“RFP”), provided in Attachment D (Request for Proposals) hereto, seeking a Professional Services Agreement for on-call engineering consulting services for the RTA; and

WHEREAS, the RTA advertised the RFP in the Journal Record on May 1, 2023, and on May 8, 2023, and a pre-proposal meeting was held on May 16, 2023; and

WHEREAS, the RTA and Jacobs have negotiated and desire to enter into this Agreement.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

Article 1 | PURPOSE AND SCOPE OF AGREEMENT

1.1 Purpose. The purpose of this Agreement is for Jacobs to provide the RTA with the Services and Deliverables, provided in Attachment A (Services and Deliverables) hereto, in accordance with the Terms and Conditions of this Agreement.

1.2 Scope of Agreement.

- A. This document, 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.
- B. The following attachments are incorporated in and made a part of this Agreement as if fully set out herein:

Attachment A (Services and Deliverables)
Attachment B (Compensation)
Attachment C (Certificate of Insurance)
Attachment D (Request for Proposals)
Attachment E (Jacobs’ Proposal)

Attachment F (Federal Terms and Conditions)

- C. Any reference to the Agreement herein shall include all of the above-listed incorporated attachments, unless otherwise expressly provided.
- D. If there is a conflict in the Terms and Conditions between the text of this document and any Terms and Conditions in any attachment, then the Terms and Conditions of this document shall govern and control.
- E. The Terms and Conditions contained in this Agreement shall also govern and control all Final Task Orders issued under this Agreement, unless otherwise specified in a given Final Task Order. If there is a conflict in the Terms and Conditions between the text of this document and the Terms and Conditions in any Final Task Order, then the Terms and Conditions of the Final Task Order shall govern and control.

1.3 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following words, terms and abbreviations shall have the following meanings:

“Final Task Order” shall mean a task order that has been approved in writing by the Executive Director and delivered to Jacobs by the RTA in response to a Task Order Proposal and that is binding upon the Parties.

“Executive Director” shall mean the RTA Executive Director as appointed by the RTA Board of Directors pursuant to the RTAs Bylaws, as amended, and shall include any designee appointed by the Executive Director.

“RTA Fiscal Year” shall mean the period of time starting from July 1 in any given calendar year to June 30 the following calendar year.

“Services and Deliverables” shall mean services, performances, work, products, deliverables, or solutions promised, warranted, or guaranteed by Jacobs to be performed pursuant to any Final Task Order produced in accordance with this Agreement.

“Task Order Proposal” shall mean a proposal delivered to the RTA by Jacobs in response to a Task Order Request that provides Terms and Conditions and Services and Deliverables by which Jacobs is willing to abide by and perform for the RTAs desired project.

“Task Order Request” shall mean a request delivered to Jacobs by the RTA that provides notice of a project the RTA desires Jacobs to perform.

“Terms and Conditions” shall mean any terms, conditions, covenants, warrants, promises, provisions, agreements, standards, or stipulations.

“Work Product” shall mean all work, products, deliverables, documents, data, drawings, maps, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete.

Article 2 | EFFECTIVE DATE, TERM, RENEWAL, AND AMENDMENT

2.1 Effective Date and Term. This Agreement shall become effective upon execution by the last Party hereto (“Effective Date”) and shall be in effect through June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2.2 Renewal. This Agreement is renewable for two (2) successive one-year periods at the sole discretion of the RTA. Should the RTA desire to exercise a renewal option, the RTA will provide written notice of such intent to Jacobs at least thirty (30) calendar days prior to the expiration of the Agreement.

2.3 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an instrument in writing signed by both Parties hereto.

Article 3 | SERVICES

3.1 No Work Guaranteed. Jacobs acknowledges and agrees that this Agreement does not guarantee any work to Jacobs.

3.2 Task Orders.

- A. All Services and Deliverables must be authorized by a Final Task Order produced in accordance with this Agreement.
- B. As needed, the RTA may issue Task Order Requests specifically referencing this Agreement, identifying a project the RTA desires to be performed by Jacobs, setting forth the desired Services and Deliverables, the desired completion date, and any other Terms and Conditions applicable to the desired project.
- C. Upon receipt of Task Order Requests, Jacobs will respond within ten (10) calendar days, or as otherwise agreed upon by the Parties, by submitting a Task Order Proposal to the RTA. Task Order Proposals will include at least the following information: an explanation of and approach for the project, a scope of work, project schedule, budget, fees, detailed cost breakdown, and list of key personnel to be involved in the project, and any other information in response to specific requests in the Task Order Request.
- D. Costs associated with the preparation of Task Order Proposals are not compensable under this Agreement.

- E. Upon receipt of Task Order Proposals, the RTA will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with Jacobs.
- F. If the Parties further negotiate a Task Order Proposal, Jacobs will submit to the RTA a revised and updated Task Order Proposal reflecting the product of the further negotiations.
- G. Task Order Proposals are subject to the approval of the RTA and Task Order Proposal will not become Final Task Orders or be binding upon the RTA until they are approved, in writing, by the RTA.

3.3 Performance. Jacobs will comply with all Terms and Conditions set forth in this Agreement and in any Final Task Order issued under this Agreement. Jacobs will perform all Services and Deliverables pursuant to any Final Task Order issued under this Agreement in accordance with established deadlines or otherwise in a timely manner.

3.4 Remedy for Inadequate Performance.

- A. In the event Jacobs performs Services and Deliverables and the RTA can demonstrate that they do not comply with the Terms and Conditions of this Agreement, Jacobs shall, upon receipt of written notice and request from the RTA, re-perform the services (at no additional cost to the RTA).
- B. Jacobs will correct, at no cost to the RTA, any and all errors in its work product submitted to the RTA, provided the RTA gives notice to Jacobs.

3.5 Standard of Care. In performing its Services and Deliverables pursuant to this Agreement, Jacobs and its employees, agents, and project team shall exercise the degree of care, skill, and diligence normally exercised by members of Jacobs' profession performing services of the same or a similar nature at the time Jacobs' services are performed. Jacobs shall also require its subcontractors (if any) to exercise the same degree of care, skill, and diligence normally exercised by members of that subcontractor's profession.

3.6 Responsibility for Jacobs Agents. Jacobs shall be solely responsible for the acts and omissions of its employees, agents, project team, and subcontractors (if any). Jacobs shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) understand and perform in accordance with this Agreement. Jacobs shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) are properly trained, qualified, and managed to perform under this Agreement.

3.7 Compliance with Laws and Regulations. In performing its services pursuant to this Agreement, Jacobs shall comply with all applicable federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto. Jacobs shall obtain all patents, licenses, and any other permissions required to provide all Services and Deliverables pursuant to this Agreement and for use of all Services and Deliverables by the RTA.

3.8 Warranties. Jacobs will provide all express and implied warranties required or provided for by Oklahoma law that are applicable to the Services. This warrant is in addition to any other warranties provided in this Agreement.

Article 4 | COMPENSATION AND INVOICING

4.1 Compensation for Completed Services.

- A. Jacobs shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement and any Final Task Order under this Agreement at the rates provided in Attachment B (Compensation) or as otherwise provided in any given Final Task Order; provided, no compensation shall be due or owing:
 - 1. In the absence of a Final Task Order;
 - 2. In the absence of a properly executed purchase order;
 - 3. For undocumented, incomplete, or unaccepted Services and Deliverables; or
 - 4. In excess of one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.
- B. In no event will compensation exceed one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.

4.2 Reasonable Compensation. The Parties acknowledge that the compensation rates to be paid Jacobs for Jacobs' Services and Deliverables pursuant to this Agreement is a reasonable amount for such Services and Deliverables.

4.3 Payable in Oklahoma. All payments to Jacobs pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if Services and Deliverables of Jacobs are performed outside the State of Oklahoma.

4.4 Invoicing.

- A. Jacobs shall submit invoices to the RTA on a monthly basis for payment in a form specified or approved by the RTA. Such invoices must be received by the RTA no later than the twenty-fifth (25th) calendar day of each month. 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 Services and Deliverables incurred by Jacobs in performance of any Final Task Order during the preceding accounting period.
- B. Supporting documentation for all Services and Deliverables contained in an invoice will be submitted with each invoice.

- C. The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to Jacobs within twenty (20) calendar days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.
- D. The RTA will pay Jacobs the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.

Article 5 | TERMINATION

5.1 Termination for Convenience.

- A. At any time, either Party may terminate this Agreement for convenience upon not less than seven (7) calendar days' written notice to the other Party.
- B. Upon receipt of such notice, both Parties shall immediately discontinue all Services and Deliverables and activities (unless otherwise agreed by the Parties).
- C. Jacobs will promptly send properly documented invoices to the RTA for any Services and Deliverables performed up to the time of notice due compensation pursuant to the Agreement.
- D. The RTA will pay Jacobs for any unpaid fully performed Services and Deliverables, that are in accordance with the Standard of Care, up to the time of notice, in accordance with the Terms and Conditions of this Agreement.

5.2 Termination for Cause.

- A. The RTA may terminate this Agreement for cause if Jacobs or any of its employees, agents, project team, or subcontractors (if any):
 - 1. Breach any of the Terms and Conditions of this Agreement;
 - 2. Fail or are unable to perform any of their obligations under this Agreement;
 - 3. Engage in fraud or willful misconduct; or
 - 4. Act in violation of Oklahoma or federal law.
- B. The RTA shall effectuate such termination by delivering to Jacobs written notice of the termination specifying the basis of the cause.
- C. Upon receipt of such notice, Jacobs shall immediately discontinue all Services and Deliverables and activities (unless the notice directs otherwise).
- D. The RTA will pay Jacobs for all undisputed accrued amounts due and payable for Services and Deliverables already performed and accepted by the RTA prior to the effective termination date which are not rendered useless or impaired by the stated cause

or breach. Otherwise, the RTA shall not be required to make any additional payments to Jacobs whatsoever and the RTA will not have any further obligations to Jacobs.

- E. The RTA may hold any outstanding payments for prior completed Services and Deliverables and any retainage as security for payment of any costs, expenses, or damages incurred by the RTA by reason of Jacobs' breach or other cause for termination.
- F. The RTA, in its sole discretion, may provide Jacobs up to thirty (30) calendar days to cure (i) a breach of any of the Terms and Conditions of this Agreement or (ii) a failure or inability to perform any of its obligations under this Agreement. In such case, the notice of termination will also state the time period in which cure is permitted and any other appropriate conditions. If Jacobs fails to remedy its breach or non-performance within the period of time allowed, the RTA shall have the right to terminate this Agreement without any further obligation to Jacobs.

5.3 Stop Work. The RTA may require Jacobs to stop all or any part of Jacobs' work under this Agreement without cause for up to thirty (30) calendar days upon written notice (identified as a stop work order) to Jacobs or for any further period as mutually agreed in writing between the Parties. Upon receipt of the stop work order, Jacobs shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services and Deliverables covered by the stop work order during the period of work stoppage. Jacobs shall be entitled to an extension of all deadlines missed as a result of the stopped work and all subsequent deadlines for a period equal to the time of the actual stop work period.

5.4 Terms Surviving Termination and Stop Work. The provisions of Section 3.8 Warranties, Article 6 Liability and Indemnification, Article 7 Insurance, Section 8.3 Confidentiality, Section 8.4 Trademarks, Section 8.5 Work Product, Section 8.8 Records, and Section 8.18 Executive Director Authority, shall survive the expiration and termination of this Agreement and any stop work under this Agreement.

Article 6 | LIABILITY AND INDEMNIFICATION

6.1 Liability. Jacobs shall hold harmless and indemnify the RTA and the RTAs officers, employees, and the RTA's Owner's Representatives, against any and all third party liability, claims, losses, damages, demands, liens, encumbrances, judgments, awards, fines, costs, expenses, settlements, and suits, actions, or proceedings, including reasonable attorney's fees (collectively "Liabilities"), for bodily injury, death, or tangible property damage, to the extent arising from its negligent, reckless, or intentionally wrongful acts or omissions of Jacobs or its officers, employees, agents, suppliers, or subcontractors rendering services under this Agreement. However, Jacobs will not be obligated to indemnify the RTA for claims arising from the sole negligence, recklessness, or intentionally wrongful acts or omissions of the RTA, its officers, employees, and Owner's Representatives.

6.2 Reimbursement. Jacobs shall reimburse the RTA for any Liabilities the RTA may incur pursuant to the negligent, reckless, or intentionally wrongful acts or omissions of Jacobs or its

officers, employees, agents, suppliers, or subcontractors pursuant to Section 6.1 in this Agreement within thirty (30) calendar days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

6.3 Relationship to Insurance. The Terms and Conditions in this Article 6 are not limited or defined by the insurance Terms and Conditions in this Agreement.

6.4 Notice of Liability. Each Party shall promptly notify the other Party in writing upon receipt of any liability, claim, or other action described in Section 6.1 of this Agreement.

6.5 Indirect Damages. Neither Party shall be liable for any consequential, indirect, special, punitive, exemplary, or incidental damages or any lost profits, revenue, data, or data use, whether foreseeable or unforeseeable, arising out of the acts or omissions of that Party; provided Jacobs shall be liable, without limitation of liability, to the extent allowable by law, for any and all damages, direct or indirect, arising out of fraud or willful injury to person or property.

Article 7 | INSURANCE

7.1 Insurance Requirements. Jacobs 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 Jacobs, its officers, employees, agents, or subcontractors.

7.2 Coverage. Coverage shall include the following policies with limits 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 a limit of one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) general aggregate.
- 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 a limit of one-million dollars \$1,000,000 combined single limit per accident.
- C. Professional Liability (Errors and Omissions) Insurance - professional liability (errors and omissions) insurance appropriate to Jacobs' profession, with a limit of one-million dollars (\$1,000,000) per claim and two-million dollars (\$2,000,000) aggregate.

7.3 Duration of Coverage.

- A. All insurance required under this Agreement shall be procured and maintained in full force and effect:
 - 1. Prior to and as a condition of approval of this Agreement;
 - 2. For the duration of this Agreement; and
 - 3. Until formal acceptance of all Services and Deliverables.

B. In the event Jacobs procures and maintains professional liability insurance in the form of “claims-made” coverage, Jacobs will continuously renew its professional liability policy for two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.

7.4 Additional Insureds. All insurance (except professional liability) shall provide that the RTA is named additional insured.

7.5 Certifications and Endorsements. Jacobs shall provide the 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 the 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.” Said certificates of insurance and endorsement pages are provided in Attachment C (Certificate of Insurance) hereto.

7.6 Confirmation Authority. Jacobs authorizes the RTA to confirm Jacobs’ insurance compliance directly with Jacobs’ Global Risk Management Department.

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

7.8 Primary. All insurance coverage of Jacobs shall be primary to any insurance or self-insurance program carried by the RTA.

7.9 Deductibles. Jacobs shall be wholly responsible for all deductibles and self-insured retentions that exist in all insurance policies required in this Article 7.

7.10 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 Jacobs continuously renews its professional liability policy for two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.

7.11 Subrogation Waived. Jacobs hereby grants to the RTA a waiver of any right to subrogation which any insurer of said Jacobs may acquire against the RTA by virtue of the payment of any loss under such insurance, with the exception of Professional Liability Insurance.

7.12 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.

7.13 Change or Cancellation.

- A. Jacobs shall provide actual prior notice to the RTA of any change, reduction of limits below those required herein, 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) calendar days (except ten (10) days for non-payment of premium) prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The material change, reduction of limits below those required herein, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless Jacobs has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing Jacobs 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 materially changed, limits reduced below those required herein, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, the RTA may at its sole option suspend this Agreement without extension of deadlines 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 materially changed, limits reduced below those required herein, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, Jacobs shall be fully responsible and liable for and the RTA may at its option withhold payment otherwise due Jacobs to pay any claim by the 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.

Article 8 | OTHER TERMS

8.1 Non-Discrimination. Jacobs shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity), including, without limitation, with regard to employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Jacobs will post such notice in a conspicuous place available to employees and applicants. Jacobs will also require these same non-discrimination terms in any subcontracts associated with this Agreement.

8.2 Independent Contractor Status. Jacobs is an independent contractor and will act exclusively as an independent contractor. JACOBS is not an agent or employee of the RTA. The Parties do not intend, and will not hold out, that there exists any agency, partnership, corporation, joint venture, association, undertaking for profit, or other form of employment relationship among the parties, other than that of an independent contractor relationship. 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 Jacobs or its officers, employees, agents, or subcontractors. Any such taxes, if due, are the responsibility of Jacobs and will not be charged to or due from the RTA.

8.3 Confidentiality.

- A. The Parties acknowledge that in the course of performing this Agreement, each Party may provide the other with confidential information, including, but not limited to, information relating to employees, customers, security, marketing plans, business strategies, or security. During the term of this Agreement, and thereafter, neither Party, nor their officers, employees, agents, or subcontractors, shall disclose to any third parties any confidential information obtained by the other Party, without prior written consent of the other Party. The foregoing shall not apply to any information that is publicly available or required to be disclosed by law.
- B. Jacobs acknowledges that the RTA is a public body subject to open record and open meeting regulations and generally posts its business documents on a public website and that this Agreement may be subject to such posting.

8.4 Trademarks. Neither Party shall use or release the trademark, logos, service marks, or commercial symbols of the other Party without first having obtained written permission from the other Party. Any trademark acquired for Services and Deliverables will be in the name of and owned by the RTA.

8.5 Work Product.

- A. Unless otherwise directed by the RTA in writing, Jacobs shall deliver in a timely manner to the RTA all Work Product:
 - 1. At the completion of Jacobs' Services and Deliverables
 - 2. Upon request from the RTA; and
 - 3. Upon termination of this Agreement, whether for convenience or cause.
- B. Jacobs may keep copies of all Work Product.
- C. No Work Product given to or collected, prepared, or assembled by Jacobs pursuant to this Agreement shall be made available by Jacobs to any individual or organization outside of Jacobs without the prior approval of the RTA, except as required by law.

8.6 Right to Request Status Reports. Jacobs shall, at such time and in such form as the RTA may require, furnish reports concerning the status of any Services and Deliverables under this Agreement.

8.7 Right to Audit. Jacobs shall provide sufficient access to the RTA and its authorized representatives to inspect and audit records and information related to the performance of this Agreement, and any invoices and supporting documentation, as reasonably may be required. However, the makeup of mutually agreed upon hourly rates and multipliers and Jacobs' accounting or financial records related to fixed price or lump sum Services are not subject to audit or examination.

8.8 Records.

- A. Jacobs will maintain complete and accurate records in sufficient detail to permit evaluation of its performance under this Agreement with respect to its:
 - 1. Work Product; and
 - 2. Costs, expenses, receipts, and other such information.

- B. Jacobs will:
 - 1. Maintain said records in accordance with generally accepted accounting principles;
 - 2. Keep said records for a period of at least five (5) years after expiration or termination of this Agreement; and
 - 3. Make said records available in a timely manner upon the request of the RTA until the expiration of the five (5) years.

- C. If supplemental examination or audit of records is necessary due to concerns raised by the RTAs preliminary examination or audit of records, and the RTAs supplemental examination or audit of the records ultimately 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 the RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

8.9 Notice. Any notice, request, demand, invoicing, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, e-mailed (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) business days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt) to the contacts set forth below or to such other addresses or persons as such Party may designate by notice to the other Party hereunder:

To Jacobs:

Jacobs Engineering Group Inc.
Attn: Scott E. Young
3600 NW 138th Street, Suite 203
Oklahoma City, OK 73134
Telephone: (405) 418-4655
Email: scott.young2@jacobs.com

and

Jacobs Engineering Group Inc.
Attn: Stuart Campbell
3600 NW 138th Street, Suite 203
Oklahoma City, OK 73134
Telephone: (405) 810-8254
Email: stuart.campbell2@jacobs.com

and

Jacobs Engineering Group Inc.
Attn: Legal Department
1999 Bryan Street, Suite 3500
Dallas, TX 75201
Telephone: (214) 638-0145

To RTA:

RTA
Attn: Procurement
2000 S May Ave
Oklahoma City, OK 73108
Telephone: (405) 297-1854
Email: info@rtaok.org

and

Holmes and Associates, LLC
Attn: Kathryn Holmes, RTA Owner's Representative
910 S Donner Way, Ste. 304
Salt Lake City, UT 84108
Telephone: (703) 999-4440
Email: kathryn@holmesassociatesllc.com

and

Municipal Counselor's Office
Attn: Joshua Minner
200 N Walker Ave., Fourth Floor
Oklahoma City, OK 73102
Telephone: (405) 297-3926
Email: joshua.minner@okc.gov

8.10 Assignability. Neither Party shall transfer, assign, pledge or sell this Agreement to any person or organization without written approval of the other Party.

8.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

8.12 Governing Law and Venue. The Parties expressly agree that this Agreement shall be construed and interpreted in accordance with and 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.

8.13 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.

8.14 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.

8.15 Time is of Essence. The Parties agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement.

8.16 Strict Performance. The failure of any Party hereto to insist, in any one or more instances, upon the strict performance of any of the Terms and Conditions of this Agreement shall not be construed as a waiver or relinquishment of any such Terms and Conditions.

8.17 Reservation of Rights. The rights granted to or reserved by RTA in this Agreement are cumulative of every other right or remedy which RTA might otherwise have at law or in equity or under this Agreement and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

8.18 Executive Director Authority.

- A. The Executive Director shall have the authority to administer this Agreement on behalf of the RTA.
- B. Said authority shall include, but is not limited to, the authority to, consistent with the provisions in this Agreement:

1. Issue Task Order Requests, approve, deny, or use as a basis for further negotiation all Task Order Proposals, and approve and issue Final Task Orders;
2. Receive invoices, disapprove invoices or elements therein, and approve invoices;
3. Approve and issue payment for approved charges on invoices;
4. Provide notices pursuant to and carry out the termination provisions of Article 5 in this Agreement;
5. Accept, approve, and consent to assignments of this Agreement;
6. Exercise renewal options; and
7. Amend this Agreement, provided such amendment does not result in additional cost to the RTA.

8.19 Force Majeure. Neither Party will incur any liability to the other if its performance or use of the services is prevented, hindered, or delayed by causes beyond its reasonable control and without its fault or negligence, except for the payment of monies for services already rendered pursuant to this Agreement. Causes beyond a Party's control may include, but are not limited to, acts of God or the public enemy, war, terrorist events, compliance with any order or request of any government authority, national or regional emergencies, manmade or natural disasters, riots, strikes, or other concerted acts of workmen, whether direct or indirect, extreme weather events, or epidemics and pandemics, or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the RTA or Jacobs.

8.20 Construction Phase Services.

If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If Jacobs is called upon to observe the work of RTA's construction contractor(s) for the detection of defects or deficiencies in such work, Jacobs will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Jacobs shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards; (b) If Jacobs is called upon to review submittals from construction contractors, Jacobs shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Jacobs' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in Jacobs' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities; (c) Jacobs shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state, and local statutes, rules, regulations and codes applicable to the conduct of the construction services. Jacobs shall have no influence over the construction means, methods, techniques, sequences, or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s); (d) All contracts between RTA and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of RTA and Jacobs, in a form satisfactory to Jacobs.

Article 9 | FEDERAL TERMS AND CONDITIONS

Jacobs shall comply with all federal laws, regulations, requirements, terms, and conditions provided in Attachment F (Federal Terms and Conditions) hereto.

APPROVED by Jacobs Engineering Group Inc. this 10th day of August, 2023.

I, Lars B. Ostervold, Jr., Vice President Business Operations and Designated Manager, of Jacobs Engineering Group Inc., intend all promises in this writing to be valid and legally enforceable and represent and warrant that I have authority to bind Jacobs Engineering Group Inc. to this Agreement.

Jacobs Engineering Group Inc.

By:

Lars B Ostervold Jr.
Signature

Lars B. Ostervold, Jr.
Print Name

Vice President Business Operations and Designated Manager
Title

STATE OF OKLAHOMA)
)
COUNTY OF TULSA) SS.

Signed and sworn to before me this 10th day of August, 2023, by
Amanda M. George.

15011025
Commission Number
12-02-2023
Commission Expiration



Amanda M. George
Notary

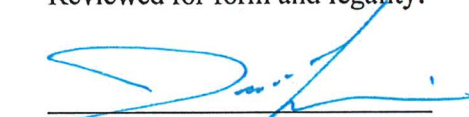
APPROVED by the Directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 16th day of August, 2023.

ATTEST:  REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA


Secretary


Chairperson

Reviewed for form and legality.


Assistant Municipal Counselor

ATTACHMENT A

Services and Deliverables

Jacobs will provide the RTA with engineering consultant services, to include, but not limited to the following:

- Provide staff and services on an on-call, as-needed basis;
- Provide civil design and/or construction management services for RTA infrastructure;
- Provide in-house personnel or sub-consultants for civil, mechanical, electrical, and landscaping architecture;
- Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates, and other professional services;
- Review and develop standard plans and specifications;
- Respond to plan check comments for building permits; and
- During construction, make on-site visits, review material submittals, shop drawings, and test results, respond to RFIs, draft change orders, and review pay estimates.

Projects under this Agreement 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) – to include, but not limited to, 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, and BikeShare facilities;
- Park-and-Ride – to include, but not limited to, site plan with layout dimensions, bus staging areas, passenger waiting areas, and auto parking;
- TOD Site Planning – to include, but not limited to, layout, design, renderings, and visualizations;
- Renderings – to include, but not limited to, illustrative sketches of proposed buildings for marketing and stakeholder engagement purposes; and
- Project Visualizations / Virtual Reality – to include, but not limited to, three-dimensional computer simulations of a site plan, including virtual reality applications.

All services and projects will be performed on a task order basis in accordance with the Terms and Conditions of this Agreement.

ATTACHMENT B
Compensation

Attached behind this page is a fee schedule and/or compensation Terms and Conditions governing this Agreement.

Consultant will provide agreed upon scope of services based on the following Rate Table. These rates shall be effective until June 2024:

Classification	Level	Rate
Transportation/Transit/Rail Advisor	TR-4	\$ 250
	TR-5	\$ 280
	TR-6	\$ 310
Project/Task Management	PM-1	\$175
	PM-2	\$ 200
	PM-3	\$ 225
	PM-4	\$ 250
Planner/Scientist	P-1	\$ 90
	P-2	\$ 110
	P-3	\$ 135
	P-4	\$ 165
	P-5	\$ 205
	P-6	\$ 245
Engineer/Architect	EA-1	\$ 120
	EA-2	\$ 150
	EA-3	\$ 180
	EA-4	\$ 220
	EA-5	\$ 250
	EA-6	\$ 280
Designer/Technician	T-1	\$ 100
	T-2	\$ 115
	T-3	\$ 130
	T-4	\$ 150
	T-5	\$ 175
	T-6	\$ 200
Construction Observation	CM-1	\$ 75
	CM-2	\$ 110
	CM-3	\$ 145
	CM-4	\$ 170
	PM-5	\$ 275
Administrative/Document Support	AD-1	\$ 80
	AD-2	\$100
	AD-3	\$125
	AD-4	\$150
	AD-5	\$170

Travel Expenses and data subscription expenses to be billed at actual cost.

Other direct expenses, to include subcontractors, reproduction, and equipment rental to be billed at cost plus 10%

ATTACHMENT C
Certificate of Insurance

Attached behind this page is a certificate of insurance and any endorsements provided by Jacobs evidencing compliance with the insurance Terms and Conditions of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2023

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No): 1-212-948-1306
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES

CERTIFICATE NUMBER: 68775344

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72496176	07/01/22	07/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25568230	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			EON G21655065 013	07/01/22	07/01/23	PER CLAIM/PER AGG 1,000,000

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

PROJECT MGR: Scott Young. CONTRACT MGR: Gary Thomas. RE: On-Call Engineering services for the Regional Transportation Authority of Central Oklahoma. CONTRACT END DATE: 2026-06-30. SECTOR: Public. Regional Transportation Authority of Central Oklahoma is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. Waiver of subrogation is hereby granted in favor of cert holder for GL, AL and WC. General Liability coverage includes the severability of interests/Cross Suits Liability provision in favor of the holder. *THIS IS A SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE

CERTIFICATE HOLDER**CANCELLATION**

Regional Transportation Authority of Central Oklahoma 2000 S. May Street Oklahoma City, OK 73108 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

nyumdo_newgalexey
68775344

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/17/2023

NAME OF INSURED: Jacobs Engineering Group Inc.

PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

ATTACHMENT D
Request for Proposals

Attached behind this page is a copy of RTA's RFP that led to this Agreement, including any addenda thereto.



**Regional Transportation Authority
of Central Oklahoma**

**REQUEST FOR
PROPOSALS (RFP)**

ON-CALL ENGINEERING CONSULTANT SERVICES

RELEASE DATE:

May 1, 2023

TABLE OF CONTENTS

I. INTRODUCTION3

II. BACKGROUND3

III. SCOPE OF SERVICES4

IV. PROPOSAL FORMAT4

V. SELECTION PROCESS5

VI. PROPOSAL INSTRUCTIONS AND GUIDELINES6

VII. ANTICIPATED TIMELINE7

VIII. CONSULTANT REQUIREMENTS7

IX. RTA RIGHTS.....9

X. EXHIBITS.....9

ATTACHMENT A.....50

ATTACHMENT B.....51

ATTACHMENT C.....62

ATTACHMENT D.....63

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.

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.

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. 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 Consultant Proposed Staffing Plan (Attachment 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 info@rtaok.org	Guideline
Proposal Deadline	Send proposals to info@rtaok.org 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 Cover Page , including a signed, verbatim acknowledgement as identified in Attachment A .	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 https://okdot.gob2g.com/ 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 Required Forms , as identified in Attachments A-E .	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 info@rtaok.org.
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 www.rtaok.org
June 7, 2023 5:00 p.m. CST	PROPOSALS DUE 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 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 1st day of July 2023, and shall terminate on the 30th 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
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
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.

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

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.

Attest: (Corporate Seal)

Name of contractor/sub-contractor

Signature of contractor/sub-contractor's Authorized Agent

Name and title of Authorized Agent

The following statement must be executed.

State of _____)
 §County of __
)

Subscribed and sworn before me this _____day of _____, 2023

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. 21st 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 Contactor 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 statues, 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.

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 & Address

3a. Name, Title & 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	_____	_____
_____	_____	Architects	_____	_____	Estimators	_____	_____
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	_____
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____
					Oceanographers	_____	_____
					Planners Urban/Regional	_____	_____
					Sanitary Engineers	_____	_____
					Soils Engineers	_____	_____
					Specification Writers	_____	_____
					Structural Engineers	_____	_____
					Surveyors	_____	_____
					Transportation Engineers	_____	_____
							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 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)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		
x)		

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's 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.]

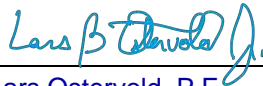
My Commission Number: _____
 [Oklahoma] Type Name of Notary Public

My Commission Expires: _____
 [Date/Year] Signature of Notary Public

ATTACHMENT E
Jacobs' Proposal

Attached behind this page is a copy of Jacobs' proposal and various documents submitted during the selection and review process, to include, but not limited to, Jacobs' non-collusion affidavit and disadvantaged business enterprise form.

ATTACHMENT A

Cover Page	
Date	6/6/2023
Project Name and Description	On-Call Engineering Consultant Services
Prime Consultant	Jacobs Engineering Group Inc.
Prime Consultant's Federal ID#	95-4081636
Sub-Consultants (if any)	N/A
Primary Contact	
Primary Contact Name (Prime)	Scott E. Young, P.E.
Address	3600 NW 138th Street, Suite 203
RTA, State, Zip	Oklahoma City, Oklahoma 73134
Email	scott.young2@jacobs.com
Office Phone	405-418-4655
Cell Phone	717-877-1886
Secondary Contact	
Secondary Contact Name (Prime)	Stuart Campbell
Address	3600 NW 138th Street, Suite 203
RTA, State, Zip	Oklahoma City, Oklahoma 73134
Email	stuart.campbell2@jacobs.com
Office Phone	405-810-8254
Cell Phone	503-753-7741
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	Lars Ostervold, P.E.
Title	Vice President Business Operations



Proposal

Cover Letter

June 7, 2023

Mr. Jason Ferbrache
Regional Transportation Authority of Central Oklahoma
2000 S. May Avenue
Oklahoma City, OK 73108

RE: Proposal for On-Call Engineering Consultant Services

Dear Mr. Ferbrache:

Jacobs Engineering Group Inc. is pleased to submit this Proposal for **On-Call Engineering Consultant Services** in response to the Request for Proposal, released May 1, 2023 (including all Addendums).

The Regional Transportation Authority of Central Oklahoma (RTA) has embarked on a bold mission of providing transportation choices and solutions for the citizens of Central Oklahoma. The Board and professional leadership team, building on a strategic path, have developed a vision that will positively impact the communities they serve for years to come.

Project Experience and Proven Delivery Team: The Jacobs team has been a part of your transportation journey in Central Oklahoma for many years. We are your local team, familiar with the history, the people, and the community. Our journey with you has included projects such as the rail study along the IH-35 corridor, the Intermodal Transportation Hub Master Plan, and the Streetcar design and construction project. We have also completed numerous projects for ODOT throughout OK as well as national projects for BNSF. In addition, Jacobs brings a global level of experience including a #1 ranking by ENR in the rail & transit market. This allows us to bring the right experts to the RTA tasks in support of your overall mission.

Leadership RTA Can Count On: Our team includes many of the same people that have been involved in previous related projects and similar projects on a national and global level. The team begins with me as your Project Manager. I live and work in the Oklahoma City area and bring local knowledge and leadership to the team. Additionally, the team includes **Gary Thomas**, the former Dallas Area Rapid Transit (DART) CEO of 20 years, **Doug Smith**, an Oklahoma native and the project manager for the Streetcar project, **Allan Zreet**, the project manager for the Intermodal Transportation Hub Master Plan, and **Dava Kaitala**, formerly a General Director with BNSF. We have complemented this group of experts with the balance of the team, several of which who live in OKC, who are prepared to respond to your needs.

Strategic Guidance: We offer a scalable and responsive team with all levels of expertise from the design and construction level, operations, funding, and executive level to the RTA. Our team includes industry leaders with years of experience so that we can quickly and efficiently offer expertise, options, and solutions to assist the RTA through whatever challenge you may face, including current and emerging topics such as sustainability, resilience, cyber security, data management, risk management, BRT, and security. Comprehensive services mean RTA receives a one-stop resource for any on-call work order.

We look forward to strengthening a familiar relationship by providing you with quality services on this exciting opportunity. Should you have any questions, please contact me at (717) 877-1886 or Scott.young2@jacobs.com.

Sincerely,



Scott E. Young, PE
Project Manager

A. Description of Organization, Management, and Team Members

Description of Organization

Founded in 1947, Jacobs is one of the world's largest professional and technical services providers. With annual revenues of \$15B, we offer a comprehensive range of services with an unmatched depth of resources across all areas of interest by the RTA. Our full-service approach allows us to understand your challenges and unique circumstances, anticipate your needs, and deliver solutions that serve you over both the short and long term.

While Jacobs can draw on global expertise, we are locally focused and work closely with our clients to successfully deliver projects. In Oklahoma, we maintain offices in Oklahoma City and Tulsa. These offices *house 40+ employees representing, among others, our team of engineers, designers, architects, and planners* focused on moving projects seamlessly from concept to approval and delivery. We recognize the importance transit projects have on local communities and residents. Our commitment to the communities served has been the foundation of our organizational stability over the past 75 years.

Management

Gary Thomas, PE as project principal, brings invaluable experience as the *former CEO of Dallas Area Rapid Transit (DART)*. As CEO of DART, Gary successfully oversaw wide varieties of services at all scales of projects, navigating through various regulatory frameworks and community dynamics. This firsthand experience enables him to anticipate your requirements and align our team's efforts to deliver tailored solutions that address your specific goals. Gary's expertise ensures that our proposed team is equipped with the knowledge and understanding necessary to create impactful and sustainable transportation solutions.

We are pleased to propose **Scott Young, PE** as the designated project manager for the duration of the contract term, as well as your primary day-to-day contact person. *Scott serves as Jacobs' Oklahoma Transportation Manager* and is based in Oklahoma City, bringing a wealth of experience in delivering engineering services. Scott and the local team recently completed an on-call contract with Oklahoma Department of Transportation (ODOT) to produce plans, estimates, and specifications to rehabilitate 5 bridges across the state of Oklahoma. Under Scott's leadership, the team also continues to deliver an on-call planning and engineering contract with ODOT, as well as an on-call contract to assist the Department with moving toward digital delivery. Scott is well-equipped to tackle any challenge and provide comprehensive solutions tailored to meet the specific needs of our clients. By leveraging his expertise, we make certain every task is assigned to subject matter experts who possess the knowledge and skills required to meet the unique demands of the project.

In addition to Scott's expertise as an engineer, **Stuart Campbell** brings valuable skills and local knowledge as a transit planner and *native Oklahoman, having worked with EMBARK on their O&M Facility Master Plan*, as well as task support on BRT projects in Oklahoma City and Tulsa. Additionally, in 2017 he was a *planner for the Association of Central Oklahoma Governments (ACOG) and closely assisted the process to formally stand-up the RTA*, which provides critical context to supporting the RTA's vision. This local experience makes him your ideal secondary point of contact to support Scott in project management, closely collaborating with subject matter experts to make certain the right resources are dedicated to each project. Their combined efforts bring a comprehensive and well-rounded approach to delivering exceptional engineering services within the project's scope.

Resumes of subject matter experts (discipline leads for various services expected under this contract, as shown on the Organization Chart on the following page) can be found in the Required Forms, specifically SF 255, appended to the proposal.

<p>YEAR 1947 FOUNDED</p>	<p>#1 Top 500 Design Firm ENR 2023</p>	<p>\$ 2.8B documented client savings</p>
<p>\$15B ANNUAL Revenue</p>	<p>EMPLOYEES IN Oklahoma 40+</p>	<p>58K+ employees worldwide</p>



**Regional Transportation Authority
of Central Oklahoma**

RTA 2023-001

On-Call Engineering
Consultant Services

Name – Task Lead (Primary)
Name – Support Staff (Secondary)



Class 1 Rail/BNSF

 **Dava Kaitala, JD**
Loc Truong
Scott Thomas, REM

Commuter Rail

 **David Solow**
Kevin Reilly, PE
David Kelly, PE

Enhanced Transit Facilities/TOD

 **Allan Zreet, FAIA, CNU-A**
Robert Manley, AIA
Dev Pindoria, PE
Jody Blaylock, RA

Pedestrian Access & Safety

 **Robert Paquin, RSP1**
Donni Ahmadi

Renderings

 **Alex Marler, RLA**
SJ Harris
Matthew Kessler

Landscape Architecture

 **Chad St. John, ASLA**
Jake Baker
Meredith Mejia


Rail/Site/Civil Design

 **Joe Byrd**
Fafi Sabha
Aaron Moore

Emerging Technologies

 **Natasha Walia, PE**
Brian Burkhard, PE
Logan Taber, EIT

Vehicles

 **Ben Titus, PE, PMP**
John Gregory, PE
Chip Bisson


Construction Management

 **Tim Bray, PE**
Michael Howard
Donise Sowell

Mechanical Design

 **Kent DeWolfe, PE, LEED AP BD+C**
Rommel Aguilar
Keith Greenwade

Electrical Design

 **Kelly Hogan, PE, LEED AP BD+C**
Tony Tapia, PE

B. Organization Qualifications

Qualifications of our organization lie within the expertise of our management team and subject matter experts. The key personnel table provide a summary of the experience our team members bring to RTA.

Name and Role	Years	Area of Expertise
Gary Thomas, PE <i>Project Principal</i>	43	Owner perspective as former transit agency <i>CEO for 20 years for DART</i> , which operates 93 miles of light rail system
Scott Young, PE <i>Project Manager</i>	16	Project management, oversees activities of in-house personnel, commitment to RTA service, <i>primary point of contact</i>
Lars Ostervold, PE <i>Quality Management</i>	29	Program management, quality assurance, and client manager (currently serves for Oklahoma transportation portfolio)
Doug Smith, PE <i>Technical Advisor</i>	42	Project management, having <i>overseen the \$134 million MAPS Streetcar</i> project most recently in OKC
Stuart Campbell <i>Transit Planning</i>	8	Expertise in transit corridor planning, rider and transit service analysis, cost-saving strategies, and stakeholder engagement
Dava Kaitala, JD <i>Class 1 Rail/BNSF</i>	19	<i>Class 1 railroad (BNSF) leader</i> with experience in permitting, BNSF coordination, and regulatory compliance
David Solow <i>Commuter Rail</i>	40	Industry leader, creates strategies for rail agencies, develops FTA plans and programs, FRA project evaluation and planning
Kevin Reilly, PE <i>Commuter Rail</i>	35	Rail expert in structural design, design oversight, construction management, and coordination with several Class 1 railroads
Allan Zreet, FAIA, CNU-A <i>Transit Facilities/TOD</i>	39	Expert in planning facilities for light rail, commuter rail, bus, intermodal, and related <i>mixed-use development around transit</i>
Robert Manley, AIA <i>Transit Facilities/TOD</i>	23	Industry leader in planning and designing commuter and light rail stations, maintenance facilities <i>and intermodal centers</i>
Robert Paquin, RSP1 <i>Ped Access/Safety</i>	9	Leader in local and statewide <i>safety action planning</i> and technical crash data analysis related to pedestrians, bicyclists, and at-grade rail crossings
Alex Marler, RLA <i>Renderings</i>	9	Transit and transportation digital communications expert, <i>3D modeling, conceptual and technical renderings</i> , and cartography
Chad St. John, ASLA <i>Landscape Arch</i>	23	Manages design and construction of streetscape design and mixed-use plans for large-scale transportation and transit projects
Joe Byrd <i>Rail/Site/Civil Design</i>	40	Lead designer and expert in horizontal and vertical geometry, plan development, and drawings for rail facilities. <i>Highly skilled in the right-of-way development process</i> throughout Oklahoma.
Natasha Walia, PE <i>Emerging Tech</i>	10	Emerging technology solutions leader, develops concepts of operations for transit and transportation systems of all sizes
Ben Titus, PE, PMP <i>Vehicles</i>	16	Rail vehicles expert, develops specifications, risk analyses, and commissioning, infrastructure assessments, vibration analyses
Tim Bray, PE <i>Construction Mgmt.</i>	32	Currently serves as Jacobs' <i>director of field services for OK</i> transportation projects, overseeing Jacobs' local field inspectors
Kent DeWolfe, PE, LEED AP BD+C <i>Mechanical Design</i>	20	Leader in mechanical engineering expertise in design calculations, construction documents, and specifications for facilities
Kelly Hogan, PE, LEED AP BD+C <i>Electrical Design</i>	18	Expert in power systems and electrical design, develops plans, technical specifications, contracts, and governmental coordination

C. References, Related Experience, and Examples of Work

Project	Client	Client Contact
Oklahoma City Transportation Hub/TOD Master Plan	Association of Central OK Governments (ACOG)	Jim Lewellyn, 405-297-2830 Jim.Lewellyn@okc.gov
Oklahoma City Transportation HUB/Santa Fe Depot Design	TAP Architecture	Anthony McDermid, 405-232-8787 amcdermid@taparchitecture.com
MAPS 3 Modern Streetcar	City of Oklahoma City	David Todd, PE, 405-297-3461 David.todd@okc.gov
On-Demand Planning and Engineering Services	Oklahoma Department of Transportation	Daniel Nguyen, 405-522-3618 dnguyen@odot.org
Trinity Metro Commuter Rail Program Management	TEXRail	Richey Thompson, 214-476-7421 richey.thompson@ridetm.org
Silver Line Design	Dallas Area Rapid Transit	Dee Leggett, 214-277-4270 dleggett@dart
Katy BRT Line	Houston METRO	Amma Cobbinah, 713-739-6088 ac23@ridemetro.org

1. Oklahoma City Transportation Hub/TOD Master Plan

Scope of Work	Planning, Architecture
Design Fee	\$300K
Jacobs Contact	Allan Zreet, FAIA
Lead Architect	Robert Manley, AIA
Completion Date	2010

In 2010, Jacobs developed the Intermodal Transportation Hub Master Plan on behalf of ACOG, Central Oklahoma Transportation and Parking Authority, City of Oklahoma City, and the Oklahoma Department of Transportation (ODOT). This Plan was the result of partnership among community stakeholders in Central Oklahoma, including City of Norman, City of Edmond, City of Yukon, City of Midwest City, to envision, plan and prepare for a public transit system across the region.

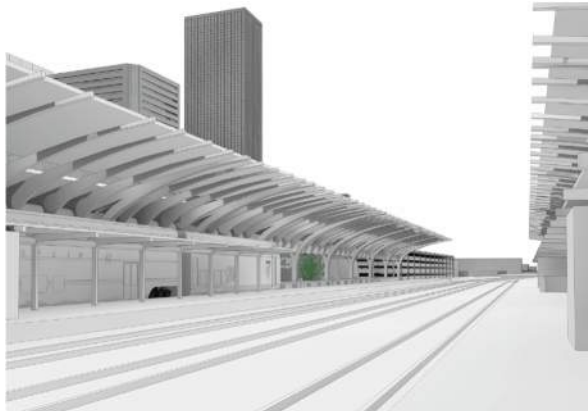
The project included *site selection, ridership analysis, financial planning and concept design of the transit hub and related transit-oriented development*. Transit modes serving the project included a streetcar system, commuter rail, and Amtrak. Jacobs developed an inclusive design process involving all transportation providers, elected officials, property owners, and the public for input and consensus building on site selection criteria, site alternatives, economic development, and the context and civic presence of the facility. The architectural concept integrated the existing historic Santa Fe Station with a new transit hall and signature station design, intending to eventually create a new gateway to Oklahoma City.



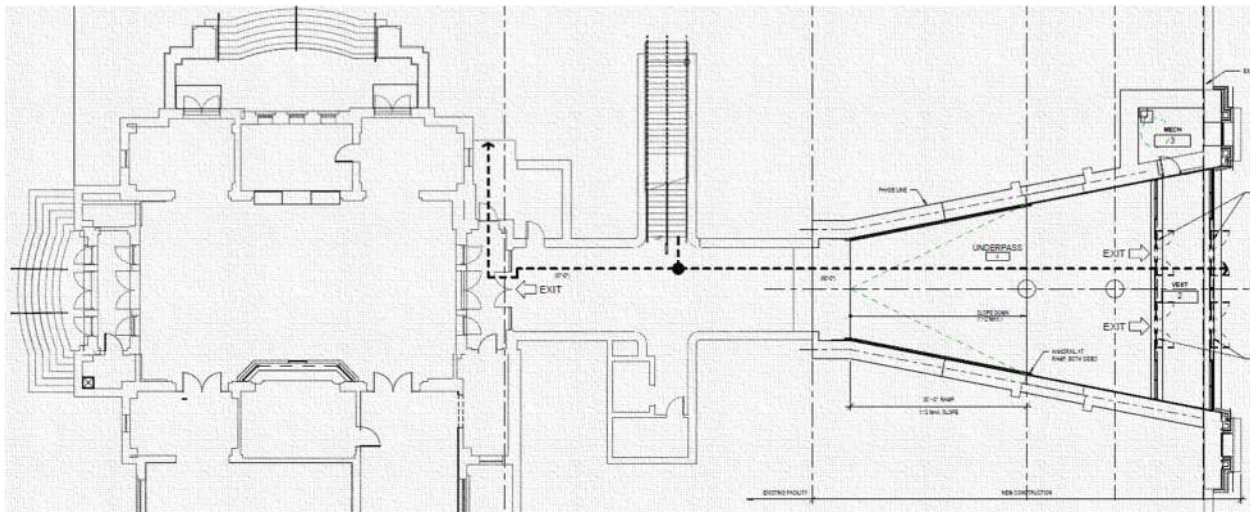
2. Oklahoma City Transportation Hub/Santa Fe Depot Design

Subsequent to the Hub Master Plan engagement, Jacobs was responsible for designing and expanding the existing “underpass” tunnel at the *historic Santa Fe Intermodal Transportation Hub*. The current tunnel extends under and provides access to the existing elevated Amtrak platform only. The extension of the existing tunnel below the BNSF Freight tracks would provide pedestrian interaction and access from the Santa Fe Station to Bricktown and back.

Scope of Work	Design
Design Fee	\$560K
Construction Cost	\$7.5M
Jacobs Contact	Robert Manley, AIA
Lead Architect	Allan Zreet, FAIA
Completion Date	2017 (Design)



The heavy concrete structure was designed with Cooper E-80 freight train loading, was an enclosed conditioned space clad in durable architectural surfaces and lighted with color changing LED fixtures. The mechanical equipment for heating and cooling was concealed in a room off the main proposed tunnel with ducting hidden in an overhead bulkhead. An architectural portal defined the western gateway from Bricktown increasing pedestrian activity and visibility where there is currently limited connectivity. When constructed, this project is a small component of the overall urban design masterplan and historic restoration of the Santa Fe terminal building.



3. MAPS3 Modern Streetcar

In December 2009, the City of Oklahoma City approved the Metropolitan Area Projects 3 (MAPS 3) referendum, which included the allocation of \$130M in tax revenue to fund a new modern streetcar. The project included a 4.86-mile service loop running North and South called the Midtown Loop and a 2.04-mile service loop running East and West called the Bricktown Loop. There are a total of 22 sheltered station stops. The project included the design and construction of the Service and Maintenance Facility (SMF) and the procurement of seven modern streetcars. Our efficient management of the mainline construction contract *led to over \$4M in savings, which helped MAPS3 to procure an extra streetcar* and add in the Bricktown Loop to better service the Convention Center corridor.



Jacobs served as the lead consultant for the final planning, design, and construction of the streetcar system, including the mainline tracks, traction power, and overhead catenary distribution system, as well as the SMF and seven modern streetcars. We provided the infrastructure designs and construction services. We *developed the vehicle specifications for this start-up streetcar system which stressed the importance of up to 50% off-wire running capability*. Jacobs also managed submittal reviews, vehicle construction, inspection, and commissioning.



Scope of Work	Design and Construction
Design Fee	\$15M
Construction Cost	\$95M
Jacobs Contact	Doug Smith, PE
Lead Architect	Allan Zreet, FAIA
Completion Date	2018

Our team identified utilities early in the route evaluation process to help reduce potential of costly utility relocations and developed off wire running scenarios that allowed for the reduction of overhead catenary, saving the project several hundreds of thousands of dollars. As part of the storage and maintenance facility location selection process, we analyzed and discovered that building the SMF track during early construction of the mainline also helped to decrease project costs and provide schedule flexibility.



Early work included assistance with right-of way and utilities relocation. The SMF was completed in 2017 to allow for delivery of streetcars for testing. The Bricktown Loop was completed in spring 2018 and the Midtown Loop was completed by October 2018 to allow for integrated testing, and revenue service began in December 2018. Jacobs also observed the onsite fabrication for the modern streetcars in Brookville, PA, including quality control and delivery scheduling of the cars leading up to integrated testing and start of service.

4. On-Demand Planning and Engineering Services

Jacobs is currently leveraging an extensive national portfolio of competitive grant applications to help the Oklahoma Department of Transportation (ODOT) in competing for federal funding of priority projects. This planning on-call contract with ODOT delivers consulting services, including engineering for multimodal/intermodal improvements and federal grant applications. The Jacobs Team recently



submitted a grant application on behalf of ODOT, the City of Davis, BNSF, and other local stakeholders under the Railroad Crossing Elimination funding opportunity to address multiple unsafe at-grade crossings in Davis, OK which led to extensive impacts from nearby-industry occupied crossings. The team remained flexible during the application process which saw a compressed schedule while balancing multiple competing stakeholder interests. Jacobs coordinated weekly with BNSF/ODOT to facilitate the federal grant application.

Scope of Work	Planning and Engineering
Design Fee	\$500K
Construction Cost	Various
Jacobs Contact	Scott Young, PE
Safety Lead	Robert Paquin, RSP1
Completion Date	Ongoing



Under this contract, Scott and the local OKC team also facilitated a RAISE grant application in support of Oklahoma's fastest growing recreational and tourist area, Hochatown. The Hochatown Community Access and Pedestrian Safety Project was conceived to better *serve the community and connect visitors and pedestrians to nearby Beaver's Bend State Park* in southeastern Oklahoma.

Finally, under the ODOT CI-2382 On-Demand Planning and Engineering Contract, the team most recently designated statewide Alternative Fuel Corridors for hydrogen fuel under FHWA's Alternative Fuel designation. *The Jacobs team closely coordinated with ODOT to identify the need, tailor and mobilize the specific Jacobs team, and successfully deliver within a month of initial task assignment from the client.*



5. Trinity Metro TEXRail Program Management

Jacobs provided *program management services and engineering oversight for this \$1 billion commuter rail project* for Trinity Metro. The 27-mile, nine-station commuter rail system connects Fort Worth Central Business District with DFW International Airport, providing access to major activity and employment centers along the corridor. From its hub

Scope of Work	Program Management
Program Mgmt. Fee	\$37M
Jacobs Contact	Kevin Reilly, PE, Construction Manager
Lead Architect	Allan Zreet, FAIA
Completion Date	2019



in downtown Fort Worth, TEXRail connects with other local, regional, and national transportation services, including Dallas Area Rapid Transit (DART) at DFW, Trinity Railway Express (TRE), Amtrak, and an extensive bus network at the Intermodal Transportation Center.

During delivery of the project, delays in federal project approval impacted the original DB delivery method schedule. Our schedule recovery strategy and mitigation resulted in using a revised project delivery strategy, which allowed the design to proceed while meeting federal environmental requirements. We led the tracking effort of design changes for timely submission by designers and subsequent issuance to the contractor.

6. Silver Line Design

Jacobs serves as the Principal Design consultant to the Archer Western Construction, LLC and Herzog Contracting Corp Design-Build Joint Venture for the estimated \$1.9 billion DART Silver Line project in Dallas, TX. The project converts a 1930-era *single freight track corridor to a double-track commuter rail line, while retaining freight operations over 2/3 of the corridor*, and includes the replacement of 40 single track bridges with new double-track structures. We are providing design services for track alignments, bridges, pedestrian trail, drainage, utilities, retaining walls, stations, and signaling.



The 26-mile rail corridor traverses seven jurisdictions and connects to the DART network and TEXRail. We developed prototypes for side and center platform stations that are the basis of design for community driven site adaptation. Jacobs is working with the community and individual station artists to convey a sense of context and neighborhood at each station using architectural finishes landscaping and artwork. Operating

Scope of Work	Engineering and Design
Design Fee	\$91M
Jacobs Contact	Kevin Reilly, PE, Design Manager
Stations Manager	Allan Zreet, FAIA
Former DART CEO	Gary Thomas, PE
Completion Date	Ongoing

railroads along the corridor include five freight companies (UPRR, BNSF, KCS, FWRW and DGNO), one commuter rail (TEXRail), and one tourist train (GVRR). Our design resolves several challenges including fitting two tracks and the trail within the confined right of way, Americans with Disabilities Act (ADA) compliance for several bridges, hydraulics for several FEMA crossings, and local permitting.

7. Katy BRT Line

Jacobs provided service and planning support for Houston Metro’s Rapid Inner Katy Corridor Bus Rapid Transit (BRT) Project in Harris County, TX. The project’s purpose is to provide *high speed, rapid transit service along 7.6 miles of elevated bridge structures along I-10*, between the Convention District in Downtown and Uptown Houston and improve travel time and reliability for Houston Metro commuters in the heavily congested I-10 (Katy Freeway) West and US 290 corridors.

Scope of Work	Planning, Feasibility, and Final Design
Design Fee	\$25M
Jacobs Contact	Tung Le, PE
Additional Staff	Dev Pindoria, PE, Project Manager
Completion Date	Ongoing

Our feasibility, traffic analysis and final design work brought the project through to the locally preferred alternative selection, which included stakeholder engagement, meetings, and coordination of several public agencies.





Required Forms

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
* Gary Thomas	Jacobs	Project Principal	PE		TX/57249	BS Engineering BArch
* Scott E. Young	Jacobs	Project Manager	PE	28365		BS Engineering
* Lars Ostervold, Jr.	Jacobs	Quality Manager	PE	23500		BS/MS Engineering MS Eng. Mgmt.
* Doug Smith	Jacobs	Technical Advisor	PE	18145		BS/MS Engineering MBA Management
* Stuart Campbell	Jacobs	Transit Planning Lead				BS Political Science MS Planning
Ryan O'Sullivan	Jacobs	Transit Planning				BTEC Engineering BSC Construction
Seth Torma	Jacobs	Transit Planning	AICP	243154		BS Economics
Dava Kaitala	Jacobs	Class 1 Rail/BNSF Lead	JD			Juris Doctorate
David Solow	Jacobs	Commuter Rail Lead				BA/MS Planning MPA Public Admin.
Allan Zreet	Jacobs	Transit Facilities Lead	RA		TX/9830	BArch
Robert Manley	Jacobs	Transit Facilities	RA			BA Architecture MS Architecture
Robert Paquin	Jacobs	Pedestrian/Safety Lead	RSP1	815		BS Engineering/ Physics
Alex Marler	Jacobs	Renderings Lead	PLA		TX/3661	BA Land. Arch. MS Planning
Chad St. John	Jacobs	Landscape Architecture Lead	ASLA	la0318		Bach. Landscape Architecture
Joe Byrd	Jacobs	Rail/Site/Civil Design Lead				Drafting & Design
Natasha Walia	Jacobs	Emerging Technologies Lead	PE		CO/54741	BS Engineering
Ben Titus	Jacobs	Vehicles Lead	PE		DC/920043	BS Engineering
Tim Bray	Jacobs	Construction Management Lead	PE	15996		MS Construction
Kelly Hogan	Jacobs	Electrical Design Lead	PE	27017		BS Engineering
Kent DeWolfe	Jacobs	Mechanical Design Lead	PE	29985	TX/102003	BS Engineering

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:
**On-Call Engineering Consultant Services
 Oklahoma City, Oklahoma**

2a. *Commerce Business Daily* Announcement Date, if any:
 5/1/2023

2b. Agency Identification Number, if any:

3. Firm (or Joint-Venture) Name & Address
 Jacobs Engineering Group Inc.
 3600 NW 138th Street, Suite 203
 Oklahoma City, Oklahoma 73134

3a. Name, Title & Telephone Number of Principal to Contact:
 Gary Thomas, P.E.
 Transit Market Director
 972-897-6055

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	
___	<u>1</u>	Administrative	___	<u>3</u>	Electrical Engineers	___	___	Oceanographers	___	<u>2</u>	CAD Operators
___	<u>4</u>	Architects	___	<u>2</u>	Estimators	___	<u>4</u>	Planners Urban/Regional	___	<u>1</u>	Construction Managers
___	___	Chemical Engineers	___	___	Geologists	___	___	Sanitary Engineers	___	<u>1</u>	Project Managers
___	<u>4</u>	Civil Engineers	___	___	Hydrologists	___	<u>1</u>	Soils Engineers	___	<u>2</u>	IT Specialists
___	<u>3</u>	Construction Inspectors	___	<u>2</u>	Interior Designers	___	<u>2</u>	Specification Writers	___	___	_____
___	<u>2</u>	Draftsmen	___	<u>3</u>	Landscape Architects	___	<u>3</u>	Structural Engineers	___	___	_____
___	___	Ecologists	___	<u>3</u>	Mechanical Engineers	___	<u>1</u>	Surveyors	___	___	_____
___	<u>2</u>	Economists	___	___	Mining Engineers	___	<u>4</u>	Transportation Engineers	___	<u>50</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.)

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)
x) N/A		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Gary Thomas, PE, Transit Market Director, North America	a. Name & Title: Scott Young, PE, Oklahoma Transportation Manager
b. Project Assignment: Project Principal	b. Project Assignment: Project Manager
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u>2</u> With Other Firms <u>41</u>	d. Years experience: With this Firm <u>5</u> With Other Firms <u>11</u>
e. Education: Degree(s)/Year/ Specialization BS/ 1980 / Civil Engineering BArch / 1980 / Architecture	e. Education: Degree(s)/Year/ Specialization BS / 2007 / Civil Engineering
f. Active Registration: Year First Registered/Discipline TX / 1985 / PE / #57249	f. Active Registration: Year First Registered/Discipline OK / 2015 / PE / #28365
g. Other Experience and Qualifications relevant to the proposed project: Gary brings to Jacobs four decades of engineering experience and transit leadership including most recently being the President and Chief Executive Officer for Dallas Area Rapid Transit (DART) for the last almost 20 years (2001-2021). Prior to joining DART in 1998, he was a consulting engineer for 19 years. Under Gary's leadership, DART doubled its light rail system twice to become the nation's longest, at over 93 miles. - Dallas Area Rapid Transit (DART), Silver Line; Dallas, TX – CEO for 25-mile long design-build project that goes through multiple cities, connecting to TEXRail at DFW International Airport. - Dallas Area Rapid Transit (DART), D2; Dallas, TX – CEO for project that will be the second light rail alignment through downtown Dallas. - DART, SOC-3 Blue Line Extension; Dallas, TX – CEO Three-mile extension of the existing Blue Line extending through South Dallas and connecting to the UNT Dallas campus. - DART, Green Line; Dallas, Farmers Branch and Carrollton, TX – CEO The project bisected the region from the northwest to the southeast, providing rail service to numerous new communities.	g. Other Experience and Qualifications relevant to the proposed project: With over 15 years of experience Scott brings expertise in transportation engineering projects ranging from small capital plan projects to large transit oriented infrastructure design efforts. He brings a portfolio of extensive cross-discipline expertise across a variety of disciplines, including bridge, highway, rail, pedestrian, and other planning related projects. Scott is currently the Oklahoma Transportation Manager and oversees the local design team operations across the state of Oklahoma. Project management experience includes: - ODOT CI-2382D, Task Order 1, Railroad Crossing Elimination Grant for multiple BNSF crossings in Davis, Oklahoma. Scott was project manager for this funding application on behalf of the City, ODOT, BNSF, and local stakeholders. - ODOT CI-2382D, Task Order 2, Hochatown Grant for Pedestrian Community Access RAISE Grant application in Hochatown, OK. Scott was project manager for this street capacity, sidewalk, and safety funding application on behalf of ODOT, local community, and newly formed incorporated Hochatown. - ODOT CI-2382D, Task Order 3, Hydrogen Corridor Designation. Scott was project manager for the statewide effort to produce an application designating statewide corridors for alternative fuel, hydrogen. - ODOT CI-2293C, 4 Task Orders to rehabilitation 5 bridges across Oklahoma. Recently in May 2023, Scott and the local team of designers and engineers completed an on-call engineering contract to produce plans, estimates, and specifications to rehabilitate 5 bridges across the state of Oklahoma. Scott served as Project Manager, Engineer of Record and oversaw all plan development effort, design, and bid documents.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Lars B. Ostervold, Jr., P.E., Vice President Operations	a. Name & Title: Doug Smith, PE, Senior Project Manager
b. Project Assignment: Quality Management	b. Project Assignment: Technical Advisor
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u>17</u> With Other Firms <u>11</u>	d. Years experience: With This Firm <u>39</u> With Other Firms <u>3</u>
e. Education: Degree(s)/Year/ Specialization MS / 2018 / Strategic Studies MS / 1999 / Engineering Management BS / 1994 / Civil Engineering	e. Education: Degree(s)/Year/ Specialization MBA / 1991 / Business Management MS / 1984 / Agricultural Engineering BS / 1981 / Agricultural Engineering
g. Active Registration: Year First Registered/Discipline OK / 2008 / PE / #23500	f. Active Registration: Year First Registered/Discipline OK / 1996 / PE / #18145
g. Other Experience and Qualifications relevant to the proposed project: Lars is a seasoned veteran with more than 28 years of experience in program management, project design, surveying, permitting, construction management, cost management, quality assurance, public outreach and customer relations. As a Lieutenant Colonel (retired) in Oklahoma Army National Guard, and throughout his military career, he managed complex programs and projects of various types throughout the country and around the world, receiving accolades for his excellent performance. Lars is the senior liaison with the City of Oklahoma City, City of Tulsa, Tulsa County, City of Broken Arrow, Tulsa Metropolitan Utility Authority, Regional Metropolitan Utility Authority, City of Lawton, City of Duncan and City of Norman. Lars manages business development, project delivery and oversees other project managers with a portfolio currently valued at annual revenues of \$5 million. - ODOT CI-2382D Planning and Engineering On-Demand Contract, Project Principal - \$92 million Stillwater Southwest Zone Water Distribution Improvements, Stillwater, OK; Program Manager. Lars led the program which included public relations support, real estate acquisitions, permitting, hydraulic modeling, engineering design, major facility demolition, construction services and warranty services. - \$35 million Zink Dam Rehabilitation, Tulsa, Oklahoma; Project Manager. Lars led the rehabilitation and upgrades to the 1,300-foot-long Zink Dam across the Arkansas River.	g. Other Experience and Qualifications relevant to the proposed project: Doug has 35 years of professional engineering experience in program and project management, planning, design, and construction. He has managed and worked on a variety of projects for both public and private clients in Oklahoma, Texas, California, Colorado, Arkansas, Washington, Oregon and Arizona. His recent experience includes project management of transit design and construction. He has successfully led multi-discipline, multi-office design and construction teams using Jacobs tracking systems and employing his verbal and written communication skills. - MAPS 3 Modern Streetcar for Oklahoma City. Project Manager. Doug provided management and coordination with a design team of multiple subconsultants and contractors to deliver the design and construction services for the \$134MM project, which included 5 miles of embedded rail and electrical systems in downtown Oklahoma City. - \$20 million Sewer collection system rehabilitation program for the City of Sapulpa, Oklahoma; Program Manager. The program included supervising and coordinating three design consultants and seven construction contracts over several years in response to EPA Administrative Order. Program activities included sewer mainline rehabilitation, manhole rehabilitation, interceptor up-sizing and rehabilitation, private lateral defect rehabilitation, and pump station and flow equalization basin improvements.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Stuart Campbell, Transportation Planner	a. Name & Title: Ryan O’Sullivan, Transportation Project Manager
b. Project Assignment: Transit Planning Lead	b. Project Assignment: Transit Planning
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u> 5 </u> With Other Firms <u> 3 </u>	d. Years experience: With This Firm <u> 2 </u> With Other Firms <u> 11 </u>
e. Education: Degree(s)/Year/ Specialization MS / 2017 / Urban and Regional Planning BS / 2011 / Political Science	e. Education: Degree(s)/Year/ Specialization BSC. / (Hons.) Construction Management / 2013 BTEC National Diploma / 2009 / Civil Engineering
h. Active Registration: Year First Registered/Discipline	g. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project: Stuart is an experienced Transportation Planner with a demonstrated history of working with statewide agencies, regional entities, transit providers, and local jurisdictions. He has a broad range of experience in projects that involve varying modes of transportation and require the ability to quickly identify problems and develop client and community-driven recommendations. He has developed statewide-level public transportation implementation guidance documents, transit enhancement recommendations, local strategies to improve walking and biking, long-range transportation and transit plans, electric vehicle infrastructure policy, public engagement materials, and freight parking studies. - EMBARK Maintenance and Operating Facilities Master Plan, Oklahoma City, OK: Transportation Planner. Developed Oklahoma City EMBARK’s Maintenance and Operating Facilities Master Plan, as part of the agency’s plan to double service in 10 years. Produced site plans, master plan report. - METRORapid University Corridor Project, Houston, TX: Transportation Planner. Conducted route analysis along Houston METRO’s future University BRT. Analyzed local service around the BRT alignment to determine potential route modification to address future BRT ridership, and operational costs. - Plank Nicholson BRT, Baton Rouge, LA: Transportation Planner: Developed service and costs analysis for Capital Area Transit System (CATS)’s future Plank Nicholson BRT route. - Association of Central OK Governments (ACOG), OKC, OK: Planner, assisted in the creation of the RTA, provided data analysis, task force coordination, and supported consultant – 2017 to 2018.	g. Other Experience and Qualifications relevant to the proposed project: Ryan was awarded the Marcus Worthington Construction Project Management Prize for ‘Best Dissertation/Thesis of the Year’ in BIM from the Grenfell-Baines School of Architecture, Construction and Environment in 2013. Relevant Project Experience: - CSX Catawba Transload Rail Facility, South Carolina - Prepared an operational layout and simulation modeling proposal. The model simulates rail operational logic including rail car/locomotive operating speeds, physical sizes and capacities and evaluates truck arrival and departure routes, weigh station and loading locations. - Bond Street Station Upgrade, London – Ryan used BIM processes to assist the delivery teams by superimposing 3D models of the proposed improvements over the existing facilities to identify potential clashes and resolve clearance issues in advance. - Otira Tunnel Digital Delivery (BIM) Pilot, NZ - Developed a BIM execution plan (BEP) and framework to successfully implement digital delivery on a pilot project. The constrained nature of tunnel work meant there was significant benefit to modelling the future state of the tunnel to ensure construction was not put at risk - Petone to Melling Pedestrian Link Project, Wellington, NZ - Ryan developed a 3D model to illustrate rig swing clearances, pressure bulbs and load influences directly adjacent to a live railroad for continuous flight auger secant piling construction. The model confirmed no lateral pressures or loads would affect the rail formation and the rig could be safely positioned below live overhead traction wires and maintain overhead mast clearances.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Seth Torma, AICP, Senior Planner	a. Name & Title: Dava Kaitala, JD, National Class 1 Rail Vice President
b. Project Assignment: Transit Planning	b. Project Assignment: Class 1 Rail/BNSF Lead
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u> 1 </u> With Other Firms <u> 25 </u>	d. Years experience: With This Firm <u> 2 </u> With Other Firms <u> 12 </u>
e. Education: Degree(s)/Year/ Specialization BS / 1997 / Management Science Economics	e. Education: Degree(s)/Year/ Specialization Juris Doctorate / 2002 / Law
i. Active Registration: Year First Registered/Discipline 2011 / Certified Planner, American Institute of Certified Planners / #243154	h. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project: Seth Torma has 25 years of progressive transportation planning experience. He is focused on integrating all transportation planning - transit, rail, active transportation, travel demand management, auto traffic, and intelligent transportation systems - to deliver multimodal solutions. He has managed projects on both regional and neighborhood scales. - State Route 52 Comprehensive Multimodal Corridor Plan, SANDAG/Caltrans, San Diego, CA: Project Manager - State Route 52 Multimodal Corridor Study, San Diego, CA: Lead Transportation Planner - Grand Central Station and Airport Transit Connection Feasibility Study, SANDAG, San Diego, CA: Project Manager - Western Chula Vista Mobility Hub Concept of Operations, SANDAG, San Diego, CA: Task Lead - Harbor Drive South Multimodal Study, Port of San Diego, San Diego, CA: Project Manager	g. Other Experience and Qualifications relevant to the proposed project: Dava was a leader at a Class 1 railroad for 12 years. She has experience in the engineering, environmental, and law departments at a Class 1 railroad, which gives her unique insight into how railroad bureaucracy works and how to best move projects through the railroads.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: David Solow, Global Technology Leader, Railway and Transit Operations	a. Name & Title: Allan Zreet, FAIA, CNU-A, Vice President
b. Project Assignment: Commuter Rail Lead	b. Project Assignment: Enhanced Transit Facilities/TOD Lead
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u>12</u> With Other Firms <u>34</u>	d. Years experience: With This Firm <u>24</u> With Other Firms <u>16</u>
e. Education: Degree(s)/Year/ Specialization MS / 1977 / City Planning with Transportation Planning Specialization MPA / 1977 / Public Administration BA / 1974 / Planning and Transportation	e. Education: Degree(s)/Year/ Specialization BArch / 1981 / Architecture
j. Active Registration: Year First Registered/Discipline	i. Active Registration: Year First Registered/Discipline TX / 1984 / RA / #9830
g. Other Experience and Qualifications relevant to the proposed project: - Southern California Regional Rail Authority: Instrumental in the development, operation and management of over 500 route miles of new commuter rail service in the Los Angeles Basin on both owned right of way and shared corridors with Class 1 freight carriers. Progressively responsible for the Operations and Maintenance contract operations and equipment acquisition contracts for the agency. Served as Deputy Executive Director, before being appointed as CEO from 1998 to 2010. Extensive background in shared use commuter rail operations and agency management. - Confidential Railroad Operations SME/ Railroad Negotiator, US: Currently advising two public agencies in their negotiations with Class 1 Railroads operating in the US. Advice includes analysis of rail freight operations and passenger operations on shared track in a railroad owned corridor and inclusion of a light rail line in a shared corridor. Expertise includes knowledge of operating planning and practices, federal and local safety statutes and regulations, agreement structuring and policy requirements.	g. Other Experience and Qualifications relevant to the proposed project: Allan has 40 years of experience as a planner, architect and program manager in the planning and implementation of transportation and related urban development projects. - Oklahoma City Downtown Intermodal Hub Study / Alternatives Analysis, Oklahoma City, OK. Project Director. The Association of Central Oklahoma Governments (ACOG) project developed a vision, operations and finance plan for a new multimodal transit hub located in downtown Oklahoma City. The project included site selection, ridership analysis, financial planning and concept design of the transit hub. Transit modes serving the project included a streetcar system, commuter rail, Amtrak, and high-speed rail. - Lone Star Transit Authority Commuter Rail Corridor Alternatives Analysis, Austin, TX; Project Manager. Allan was responsible for station location planning to support TOD throughout the corridor as well as station design to a thirty percent level. The project scope also includes Alternatives Analysis, Environmental Assessment and preliminary Engineering for the corridor. - DART Southeast Corridor Alternatives Analysis, Preliminary Engineering, Dallas, TX; Project Manager. Led the team responsible for alignment alternative evaluation, evaluation criteria, station location analysis and preliminary station design as part of a 13-mile segment of the light rail system expansion. Station design includes site design and adaptation of DART standards for 4 stations and site specific station designs for; Fair Park, a National Register Landmark.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Robert Paquin, RSP1, Project Manager	a. Name & Title: Alex Marler, PLA, Advanced Planning Group
b. Project Assignment: Pedestrian Access and Safety Lead	b. Project Assignment: Renderings Lead
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u>8</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>8</u> With Other Firms <u>3</u>
e. Education: Degree(s)/Year/ Specialization BS / 2014 / Civil Engineering BS / 2014 / Physics	e. Education: Degree(s)/Year/ Specialization MS / 2014 / Urban Planning BA / 2012 / Landscape Architecture
k. Active Registration: Year First Registered/Discipline Roadway Safety Professional (#815)	j. Active Registration: Year First Registered/Discipline TX / Landscape Architect / #3661
g. Other Experience and Qualifications relevant to the proposed project: Robert Paquin has over 8 years of experience in traffic and transportation engineering. He is based out of the Oklahoma City office but works on projects across the country and provides support on small site-specific projects to large, complex statewide planning assessments. His wide range of experience of providing technical assistance and effectively creates a unique opportunity for him to successfully deliver high-quality results for the Oklahoma DOT. Robert has been identified as a leader in crash data and systemic safety analyses at Jacobs. Relevant Project Experience: - ODOT On-Demand Engineering Services (CI-2382D) – Statewide Helped coordinate and lead weekly update calls with State, Local and Private Industry staff and contributed to the development of a FRA Railroad Crossing Elimination Grant application. The TO was completed and submitted on time and future efforts to support ODOT under CI-2382D are currently under development. - Cache Road Sidewalk/ADA Upgrade – City of Lawton OK Supporting ADA compliant sidewalk design and driveway access to meet current ODOT standards. - TxDOT Pedestrian Safety Action Plan (PSAP) – Statewide Statewide crash analysis of more than 19,000 centerline miles identifying safety performance of state routes with a focus on providing site-specific countermeasures to mitigate the prevalence of fatal and injury pedestrian-related crashes.	g. Other Experience and Qualifications relevant to the proposed project: Ms. Marler has provided design development, planning, construction documentation, and digital visual communication solutions throughout the United States and abroad. She specializes in Urban Planning, Landscape Architecture, GIS mapping and other consulting services within the Jacobs Strategic Consulting division. She is adept at defining goals and objectives and developing comprehensive implementation strategies in a consensus driven, team approach - which has led to the development, approval, and implementation of major capital improvement programs. Ms. Marler has extensive knowledge of computer-generated visuals utilizing ESRI geoprocessing, the Adobe Creative Suite, Lumion, AutoCAD, Microstation and SketchUp. digital visual communication solutions

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Chad St. John, ASLA, Director of Landscape Architecture and Planning	a. Name & Title: Joe Byrd, Senior Design
b. Project Assignment: Landscape Architecture Lead	b. Project Assignment: Rail/Site/Civil Design Lead
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u>17</u> With Other Firms <u>7</u>	d. Years experience: With This Firm <u>10</u> With Other Firms <u>28</u>
e. Education: Degree(s)/Year/ Specialization Bachelor / 1998 / Landscape Architecture	e. Education: Degree(s)/Year/ Specialization Drafting and Design/1992
l. Active Registration: Year First Registered/Discipline OK / 2008 / Landscape Architect / #1a0318	k. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project: Chad St. John, ASLA, has 24 years of experience as a Landscape Architect and is a recognized expert throughout Texas in multiple areas of the profession including transportation planning, park design projects and site master planning. - Seaholm station, Austin, Texas. As part of the intermodal development, the Seaholm Station will be an important connection to hike and bike trails linking Ladybird Lake to new city trolley lanes and city bus routes. We were tasked with responsibility of designing a streetscape and urban design solution that would create a sense of place for the Austin area. - UTD Transit Oriented Development, Richardson, Texas. Chad worked with the City of Richardson and the University of Texas at Dallas to create a vision for future development that will enhance campus life and provide the new building typologies for a maturing suburban community. The site is located north of the current campus and will use an existing pair of freight rail corridors for transit in the near future. The master plan uses open space malls to connect the TOD with the campus core. These amenities provide linkages and orientation for users of the hotel, event center, condos, mixed-use development, research buildings and town homes. - Good Latimer Urban Design, Dallas, Texas. Streetscape concepts and construction plans for a major city thoroughfare accommodating the DART light rail track bed extension and station. The urban design strategy calls for enhancement of the street and sidewalks to create a pedestrian friendly, transit-oriented environment to complement mixed use redevelopment.	g. Other Experience and Qualifications relevant to the proposed project: Joe Byrd has over 38 years of experience in the engineering field. He has worked as a project coordinator and lead designer for multiple projects. His background includes horizontal and vertical geometry, mass haul calculations, cross sections, plan development, design checks, and shop drawings for highways, bridges, and rail facilities. Joe also has experience with site grading and drainage design on many Commercial, Residential and Military Installation projects. Joe has prepared plant layouts for water and wastewater treatment plans. Finally, Joe has 24 years of experience in Right-of-Way Planning for the Oklahoma Department of Transportation. Relevant Project Experience (All Level III Resident Engineering Services): - US 259 McCurtain County – Lead Roadway Engineer for 13.2 miles of widening and resurfacing, including 4 bridge class culverts - SH 37 McCurtain County – Lead Roadway Engineer for 14.2 miles of widening and resurfacing - US 54, Texas County – Roadway Designer - US 270 Dewey County – Roadway Designer - SH 53, Carter County - I-40 Crosstown US 270/SH 18 Interchange, Oklahoma City – Roadway Designer - Fort Smith Interchange, Oklahoma City – Roadway Designer - US 270 / SH 18 Interchange, Oklahoma City – Roadway Designer - I-235 Elevated Expressway, Oklahoma City – Roadway Designer - I-35 Kilpatrick Interchange, Oklahoma City – Roadway Designer - I-35 Functional Plans, Oklahoma City – Roadway Designer - John Kilpatrick Turnpike Extension, Oklahoma City – Roadway Designer

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Natasha Walia, PE, ITS Engineer and Project Manager	a. Name & Title: Ben Titus, PE, PMP, Project Manager – Rail and Transit
b. Project Assignment: Emerging Technologies Lead	b. Project Assignment: Vehicles Lead
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u> 3 </u> With Other Firms <u> 6 </u>	d. Years experience: With This Firm <u> 1 </u> With Other Firms <u> 14 </u>
e. Education: Degree(s)/Year/ Specialization BS / 2013 / Civil Engineering	e. Education: Degree(s)/Year/ Specialization BS / 2006 / Mechanical Engineering
m. Active Registration: Year First Registered/Discipline CO / 2017 / PE / #54741	l. Active Registration: Year First Registered/Discipline DC / 2018 / PE / #920043 MA / 2021 / PE / #56893
g. Other Experience and Qualifications relevant to the proposed project: Natasha is an accomplished project manager with excellent communication skills that lead to successful planning, program and project delivery. She is result driven with an ability to quickly adapt to change and master new competencies. Furthermore, she is dedicated to advancing opportunities within the transportation industry to utilize emerging technologies to create a safer, sustainable, and equitable transportation network. - Connected Vehicle Ecosystem (CVE), Oregon Department of Transportation (ODOT), Salem, OR. <i>Project Engineer</i> Jacobs supported the development of a CVE that would enable data collection and information sharing to support both road usage charging (RUC) as well as safety and mobility applications through Intelligent Transportation System (ITS) Connected Vehicle applications. Jacobs developed a request for proposals for a CVE Vendor. - SFMTA Battery Electric Bus Pilot Program, San Francisco, CA. <i>Deputy Project Manager</i> . SFMTA is conducting a pilot program to battery electric buses from three OEMs in anticipation of a zero emissions fleet in the future. Natasha provided program management services through procurement of the pilot, production of the buses and future performance measures of the pilot buses. - Colorado Department of Transportation (CDOT), North I-25 Design Build, Greeley, CO. <i>Project Manager</i>	g. Other Experience and Qualifications relevant to the proposed project: Ben brings 16 years' experience consulting for the largest transit agencies in the US, specifically for rail vehicles. For the last 9 nine years, Ben served in project management for federal and capital programs for both WMATA and MBTA. Ben's passion for public transit and social mobility fuels his work ethic, his experience and innovation deliver cost effective solutions for his clients. His detailed rail vehicle experience includes, project management, specification development, risk analysis, design review, inspections, testing and commissioning, failure analysis, warranty support, infrastructure assessments, vibrations analysis and overhaul oversight. A registered Professional Engineer in several states, PMI PMP, Ben brings a collaborative approach to project management working closely with the agency, sub consultants, contractors and sub-contractors, leading project teams to success. - Type 10 Light Rail Vehicle Procurement for Massachusetts Bay Transportation Authority (MBTA), Boston, MA: Deputy Technical Project Manager - Work Car Procurement, MBTA, Boston, MA: Project Manager - Type 8 LRV Reliability Improvement Program, MBTA, Boston, MA: Principal Engineer - Type 7 LRV Wheel Lubrication, MBTA, Boston, MA: Project Manager - 7000 Series Procurement, Washington Metropolitan Area Transportation Authority (WMATA), Washington, DC: Principal Engineer - 5000 Series Conversion, WMATA, Washington, DC: Staff Engineer - 5000 Series Leveling System, WMATA, Washington, DC: Staff Engineer

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Tim Bray, PE, Project Manager	a. Name & Title: Kent DeWolfe, PE, LEED AP BD+C, Senior Mechanical Engineer
b. Project Assignment: Construction Management	b. Project Assignment: Mechanical Design
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u> 3 </u> With Other Firms <u> 29 </u>	d. Years experience: With This Firm <u> 14 </u> With Other Firms <u> 6 </u>
e. Education: Degree(s)/Year/ Specialization MS / 1998 / Construction Administration	e. Education: Degree(s)/Year/ Specialization BS / 2003 / Mechanical Engineering
n. Active Registration: Year First Registered/Discipline OK / 1990 / PE / #15996	m. Active Registration: Year First Registered/Discipline 2008 / PE / Mechanical Engineering
g. Other Experience and Qualifications relevant to the proposed project: Tim Bray is the Director of Field Services for Jacobs' Oklahoma operations. Tim has over 30 years of experience in construction management, 20 of which were spent as the Resident Engineer for ODOT's District 8 Claremore Residency, including inspectors, utility coordinators, office management and materials testing. Tim's projects covered 6 counties in northeast Oklahoma: Rogers, Nowata, Delaware, Ottawa, Craig and Mayes. Relevant Project Experience (All Level III Resident Engineering Services): - SH 9, Norman, Cleveland County - Resident Engineer - SH 76 over North Fork Walnut Creek McClain County – Resident Engineer - Mills Road / NS 363 over Dry Creek, Creek County – Resident Engineer - EW 047 over Cloud Creek, Delaware County – Resident Engineer - I-40, McIntosh County – Resident Engineer - Wewoka Creek, Seminole County – Resident Engineer - Safety Improvements, Various Locations – Resident Engineer - Rock Creek, Mayes County – Resident Engineer	g. Other Experience and Qualifications relevant to the proposed project: - Denton County Transit Authority Joint Rail Operations Facility, Lewisville, TX - Denton County Transit Authority Consolidated Dispatch and Command Center, Dallas, TX - Multimodal Bus Transit Center, Brownsville, TX

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Kelly Hogan, PE, LEED AP BD+C, Director of Electrical Engineering	a. Name & Title: Robert Manley, AIA, Project Manager
b. Project Assignment: Electrical Design	b. Project Assignment: Enhanced Transit Facilities/TOD
c. Name of Firm with which associated: Jacobs Engineering Group Inc.	c. Name of Firm with which associated: Jacobs Engineering Group Inc.
d. Years experience: With This Firm <u>3</u> With Other Firms <u>17</u>	d. Years experience: With This Firm <u>23</u> With Other Firms _____
e. Education: Degree(s)/Year/ Specialization BS / 2005 / Engineering	e. Education: Degree(s)/Year/ Specialization BS / 2003 / Architecture
o. Active Registration: Year First Registered/Discipline OK / 2010 / PE / #27017	n. Active Registration: Year First Registered/Discipline TX / 2007 / Architect / #20027 OK / 2015 / Architect / #a6685
g. Other Experience and Qualifications relevant to the proposed project: Kelly is the Director of Electrical Engineering for the Jacobs' DFW area. She has 16 years of power system experience, exhibiting leadership skills and team building while reviewing plans, technical specifications, contract documents, and coordinating projects with City/County officials. She has provided electrical design and engineering services for a variety of new design and renovation projects for both public and private sector clients. She is also a LEED Accredited Professional and places emphasis on sustainable design features in her design. - P-1918, Technical Services Laboratory/Ordinance Testing and Evaluation Facility, NAVFAC Southwest: Lead Electrical Engineer - China Lake Earthquake Recovery Program, Naval Air Weapons Station, NAVFAC Southwest, China Lake, CA: Electrical Program Lead - UAS Maintenance Hangar at Holloman Air Force Base, USACE, Alamogordo, NM: Engineer of Record - Master Planning Support for Air Force Material Command Depot Optimization Planning, USACE: Lead Electrical Engineer - Electrical QC for Federal Projects, Various locations worldwide: Electrical Reviewer	g. Other Experience and Qualifications relevant to the proposed project: Mr. Manley offers comprehensive experience in the design, development, and presentation of architectural projects. Skillful in project management, and knowledgeable in planning, design and construction services for the transportation sector, Mr. Manley has prepared design documents for commuter rail stations, light rail stations, maintenance facilities and intermodal centers. Many of these design challenges blended multiple forms of transportation, buses, passenger rail stations and airport terminals into a single seamless facility. - MAPS Oklahoma City Streetcar Storage and Maintenance Facility, Oklahoma City, OK. Project Manager. 20,000 SF, \$5.4 million Streetcar Storage and Maintenance Facility (S&MF), to support administrative, training, operational and minor maintenance functions during typical working hours, while heavier repair work and cleaning take place at night. The project included site selection, program requirements, urban adaptability, and real estate acquisition. - Oklahoma City Transportation Hub/Santa Fe Depot Design, Oklahoma City, OK. Project Manager. Jacobs is responsible for designing and expanding the existing "underpass" tunnel at the historic Santa Fe Intermodal Transportation Hub. The extension of the existing tunnel below the BNSF Freight tracks will provide pedestrian interaction and access from the Santa Fe Station to Bricktown and back. The heavy concrete structure is designed with Cooper E-80 freight train loading, is an enclosed conditioned space clad in durable architectural surfaces and lighted with color changing LED fixtures.

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
Oklahoma City Transportation Hub/ TOD Master Plan Oklahoma City, OK	Site selection, ridership analysis, financial planning and concept design; master planning	Jim Lewellyn Association of Central OK Governments 4205 N. Lincoln Blvd Oklahoma City, OK 73105 Tel (405) 297-2830	2010	\$121M estimated	\$300k
Oklahoma City Transportation Hub/ Santa Fe Depot Design Oklahoma City, OK	Design of underpass tunnel expansion	Anthony McDermid TAP Architecture 415 N. Broadway Avenue Oklahoma City, OK 73102 Tel (405) 232-8787	2017 (design)	\$7.5M	\$560k
MAPS 3 Modern Streetcar Oklahoma City, OK	Final planning, design, construction	David Todd, PE City of Oklahoma City 420 S. Main Street Oklahoma City, OK 73102 Tel (405) 297-3461	2018	\$95M	\$15M
Trinity Metro TEXRail Tarrant County, TX	Program management	Richey Thompson TEXRail 801 Gove Street Fort Worth, TX 76102 Tel (214) 476-7421	2019	\$1B	\$37M
DART Silver Line Design Dallas, TX	Principal design consultant	Dee Leggett Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, TX 75266 Tel (214) 277-4270	Ongoing	\$1.1B	\$91M
Houston METRO Katy BRT Line Katy, TX	Service and planning support, feasibility, and final design	Amma Cobbinah Houston METRO 1900 Main Street Houston, TX 77002 Tel (713) 739-6088	Ongoing	\$850M	\$25M
Dulles Corridor Metrorail Program Management Support Services Herndon, VA	Our services include program planning and coordination, annual budget preparation, project concept development, ROW acquisition, constructability/biddability reviews, construction management and inspection, and agency coordination.	Eric Carey Metropolitan Washington Airports Authority (MWAA) 1 Aviator Circle Washington, DC 20001 Tel (703) 572-0514	Ph 1: 2020 Ph 2: 2021	Ph 1: \$187M Ph 2: \$150M	\$5M+ \$5M+

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
Regional Transportation Commission of Southern Nevada Program Management Consultant Clark County, NV	Jacobs supports the RTC of Southern Nevada in developing capital projects and associated construction management activities. RTC identifies and implements short- and long-term resolutions for safe, sustainable, and green public transportation alternatives. Assets include BRT, para-transit, fixed route transit, park and rides, maintenance facilities, and transit centers.	David Swallow RTC of Southern Nevada 600 S. Grand Central Pkwy Las Vegas, NV 89106 Tel (702) 676-1616	Est. 2023	\$15M	\$15M
FTA, Project Management Oversight (PMO) Contractor, Various Locations (CH2M contract)	PMO services to FTA Region 1 for 10 CTDOT and MTA projects, such as New Haven Rail Yard Power Upgrade, Positive Train Control, and C1a-C2 Catenary Replacement. We provided PMO support through site visits and developed the CTDOT bus and rail public transportation project and program monitoring reports.	Christopher Hudson FTA 1200 New Jersey Ave, SE Washington, DC 20590 Tel (202) 366-2574	2019	\$17.2M	\$17.2M
North Texas Locomotive Maintenance and Service Facility, Haslet, TX	As a task under a general engineering services contract, Jacobs performed conceptual and detailed design services for a major new locomotive maintenance and service facility at BNSF's Alliance Yard. Services include all building architectural, track engineering, site civil, railroad bridge engineering, structural, mechanical, and electrical engineering, and cost estimating services.	Parker A. Adelman Burlington Northern and Santa Fe Railway 4215 Kansas Avenue Kansas City, KS 66106 Tel (913) 551-4139	2000	\$60M	\$4.8M

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-447 Crane Army Ammunition Activity Explosive Railcar Holding Yard Crane, Indiana	As the DoR for this new MILCON DBB project, Jacobs is providing full AE design services to construct a new railcar holding yard capable of holding 1M lbs of Net Explosive Weight where the current Defense Logistics Agency Disposition Facilities are located, and plans and designs to relocate the DLA Disposition functions.	Ben Danzing, OPNECI NAVFAC Mid-Atlantic 9324 Virginia Avenue Norfolk, VA 23511 Tel (757) 341-2022	90%	\$14.5M	\$1,716,053
FTA, Project Management Oversight (PMO) Contractor Minneapolis, MN; Honolulu, HI; Central Ohio Transit Authority	PMO services under multiple task orders for Grantees receiving Federal funding for transit projects in various locations, and ARRA and TiGER projects nationwide	Christopher Hudson FTA 1200 New Jersey Ave, SE Washington, DC 20590 Tel (202) 366-2574	100%	\$14.59M	\$6.04M
FTA, Project Management Oversight (PMO) Contractor, Various Locations (CH2M contract)	PMO services to FTA Region 1 for 10 CTDOT and MTA projects, such as New Haven Rail Yard (NHRY) Power Upgrade, Positive Train Control, and C1a-C2 Catenary Replacement. We provided PMO support through site visits and developed the CTDOT bus and rail public transportation project and program monitoring reports.	Christopher Hudson FTA 1200 New Jersey Ave, SE Washington, DC 20590 Tel (202) 366-2574	100%	\$17.2M	\$17.2M
LS and PCS for Various Naval Installations Worldwide Locations (IDIQ Contract for Facilities Management & Sustainment Support and Engineering for Work Predominately in the NAVFAC Area of Responsibility, Worldwide)	Provided personnel, expertise and materials required to conduct linear segmentation and pavement condition surveys; created comprehensive LS maps of each installation; created a PAVER Pavement Management System database; and provided a 5-year Maintenance and Rehabilitation plan for surveyed areas based on PAVER prioritization techniques and existing NAVFAC and OSD guidance.	Jennifer Jordan Naval Facilities Engineering Command, Atlantic 9324 Virginia Avenue Norfolk, VA 23511 Tel (757) 332-4649	100%	\$7.55M	\$7.55M

Central and Western Federal Lands Highway Division National Parks Service Pavement and Bridge Preservation Program Multiple States	Design services for more than 68 task orders covering hundreds of miles of roads and parking lots in more than 126 NPS parks and sites.	Kevin Gray Central and Western Federal Lands Highway Division 610 E. 5 th Street Vancouver, WA 98661 Tel (360) 619-7652	100%	\$200M	\$6M
Volpe/FRA Monitoring and Technical Assistance Contract (MTAC), NY, IL, CA, WA, and NC (CH2M contract)	Program management and technical oversight of Grantee compliance with schedule, budget, safety/security, environmental, and design and construction requirements for construction of Harold Interlocking and Hudson Yard projects and Moynihan Station Phase 1 vertical access design and construction. Provided infrastructure and operations advisory support for the Northeast Corridor Commission program.	Erik Curtis USDOT/Volpe Transportation Systems Center 55 Broadway, RVP-31 Cambridge, MA 02142 Tel (617) 494-1492	100%	\$7.7M	\$7.7M
Central Federal Lands Highway Division Yosemite National Park Program California	Planning, scoping, design and construction for park improvements.	Nathan Allen Central Federal Lands Highway Division 12300 West Dakota Avenue Lakewood, CO 80228 Tel (720) 963-3668	50%	\$200M	\$6M
Central Federal Lands Highway Division Reds Meadow Road, Mammoth Lakes, CA	NEPA documents, PEL study and design of preferred alternative	Wendy Longley Central Federal Lands Highway Division 12300 West Dakota Avenue Lakewood, CO 80228 (720) 963-3394	100%	\$24.7M	\$2.1M
Central Federal Lands Highway Division Muir Woods Road Marin County, CA	Stewarding three federal funding sources (FLAP/HBP/NPS) to facilitate our design integration of three access improvement projects.	Matt Ambroziak Central Federal Lands Highway Division 12300 West Dakota Avenue Lakewood, CO 80228 Tel (720) 963-3619	50%	\$26M estimated	\$1.8M to date

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.

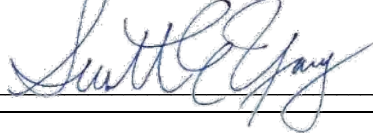
Cost Efficiency – We understand the inherent cost limitations in administering Federally-funded programs, so we are mindful of being good stewards of your resources.

Sustainable Relationships – More than 95% of our work is repeat business. We get to know our customers' businesses intimately, and partner with them to help them achieve their objectives. Commitment to our clients produces consistent cost advantages, profits, and growth – allowing us to attract and retain the industry's top talent.

We place the highest value on understanding client needs and we have worked to develop close relationships with all key stakeholders to provide the best solution. Through open communication and transparency, we have assisted Grantees in resolving difficult technical issues while minimizing their reluctance and improving their capabilities. We work with small and large Grantees and scale our technical assistance appropriately.

Project Risk Mitigation – Jacobs proudly distinguishes itself from our competition by delivering the right product, on time, the first time. Our streamlined processes, risk management standards, and focus on automation and standardization provides unparalleled deliverables.

11. The foregoing is a statement of facts.

Signature: 

Typed Name and Title: Scott Young Project Manager

Date:

June 7, 2023

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 Lars Ostervold, P.E. to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of Jacobs Engineering Group Inc.
Company Name

Sincerely,


Signature of Authorized Agent

Vice President Business Operations June 7, 2023
Print Title Date

Lars Ostervold, P.E.
Print Name

Lars.Ostervold@jacobs.com
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 checked="" 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

Lars Ostervold, P.E. Vice President Business Operations
Type Name of Authorized Agent Title

Lars B. Ostervold Jr.
Signature

Jacobs Engineering Group Inc.
Company Name

3600 NW 138th Street Suite 203, Oklahoma City, Oklahoma 73134
Address Zip Code

918.845.0039
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

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

Signed and sworn to before me on this 6 day of June, 2023 by
Lars B. Ostervold Jr.
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: 15011025
[Oklahoma]

My Commission Expires: 12-02-2023
[Date/Year]

Amanda M. George
Type Name of Notary Public

Amanda M. George
Signature of Notary Public



**EXHIBIT C
REQUIRED FORMS**

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

RFP NUMBER: 2023-001 **GRANT NUMBER:** _____


PROJECT TITLE: On-Call Engineering Consultant Services

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

OFFER

By execution below the Offeror Jacobs Engineering Group Inc. hereby offers to furnish equipment and services for \$ TBD as specified in the RTA Request for Proposals (Number: 2023-001) for (description of item or service) On-Call Engineering Consultant Services

_____ including the General Conditions, Technical Specifications and Offer and Award Provisions.


Offeror: Lars Ostervold, P.E.
Name

3600 NW 138th Street Suite 203
Street Address
Oklahoma City, Oklahoma 73134
City, State, Zip

Signature of Authorized Signer
Vice President Business Operations
Title
918.845.0039
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	N/A
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	N/A		
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 Jacobs Engineering Group Inc.

Address: 3600 NW 138th Street Suite 203

City: Oklahoma City State: Oklahoma Zip: 73134

Email: Lars.Ostervold@jacobs.com Telephone: 918.845.0039

Name of DBE firm N/A

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 \$ N/A

Bidder/offeror: Lars Ostervold, P.E.
Jacobs Engineering Group Inc.

Lars Ostervold J.
Vice President Business Operations (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: N/A _____ (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.

Attest: (Corporate Seal)

Jacobs Engineering Group Inc.

Name of contractor/sub-contractor



Lars Ostervold Jr.

Signature of contractor/sub-contractor's Authorized Agent

Lars Ostervold, P.E.

Vice President Business Operations

Name and title of Authorized Agent

The following statement must be executed.

State of Oklahoma)
) §County of Tulsa
)

Subscribed and sworn before me this 6 day of June, 2023

Notary Public Amanda M. George

Notary Number 15011025

My Commission Expires: 12-02-2023

Company Name Jacobs Engineering Group Inc.

Signature *Amanda M. George*

Title Project Assistant

Date 06-06-2023



DBE QUALIFICATION FORM

No 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 Jacobs Engineering Group Inc.

Authorized Signature 

Title Vice President Business Operations Date June 6, 2023

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. 21st Street, Room 1-C-5
Oklahoma City, Oklahoma 73105
(405) 521-6046 Fax: (405) 522-2136

Please print the following information:

Firm Name **N/A**

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 Jacobs Engineering Group Inc.

Signature 

Title Vice President Business Operations

Date June 7, 2023

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.

Lars Ostervold, P.E., VP Signature of Contractor's Authorized Official
Lars Ostervold, P.E., VP Name and Title of Contractor's Authorized Official
June 7, 2023 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.

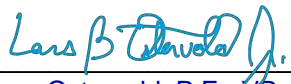
(A-13) Government-Wide Debarment, Suspension, Ineligibility & Voluntary Exclusion (Contracts Exceeding \$25,000)

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.



Lars Ostervold, P.E., VP
June 7, 2023

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 Contactor 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 statues, 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: Lars Ostervold, P.E., VP
Title: Vice President Business Operations

Failure to properly execute and attached these contracts clauses will result in the bid being deemed unresponsive.



Contract Redlines

Jacobs Engineering Group Inc. (JEG) has reviewed the terms and conditions of the sample contract and incorporated documents and finds them generally acceptable. However, JEG is submitting this proposal with the understanding and expectation that the Regional Transportation Authority and Jacobs will have the opportunity to work together to create a mutually acceptable agreement, supplementing and modifying the terms and conditions included with the RFP, as appropriate for the services to be rendered. If selected, we would like to review particular sections of the sample agreement, which include the insurance, consequential damages, limitation of liability, time is of the essence, and reperformance.

ATTACHMENT F Federal Terms and Conditions

As a recipient of Federal Transportation Administration (FTA) grants, the RTA agrees annually in the Master Agreement with the 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. The RTAs 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 most recent Master Agreement between the RTA and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Further, Contractor acknowledges and understands that federal requirements that apply to the Agreement may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the RTA's underlying agreement with the federal government under which federal assistance for this project was awarded to the 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 Agreement and parties thereto at any tier.

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 Agreement, 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 the 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 the FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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 the 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.

CIVIL RIGHTS AND EQUAL OPPORTUNITY

The RTA is an equal opportunity employer. As such, the RTA agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, the RTA agrees to comply with the

requirements of 49 U.S.C. § 5323(h) (3) by not using any federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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 the 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 (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 the 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 (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 the 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 the FTA may issue.

Contractor agrees to comply with, and assure that any subcontractor under this Agreement 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Contract Assurance

Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the 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, Contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the Contractor. In the event this Agreement contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains the RTAs prior written consent; and that, unless the 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 RTA 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 RTA 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 Agreement is subject to 49 C.F.R. part 26. Therefore, 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 Agreement. The RTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of Contractor's submission package, Contractor's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

DBE Participation

For the purpose of this Contract, the RTA 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 Agreement is set at 0%. This goal represents those elements of work under this Agreement performed by qualified DBEs for amounts totaling not less than 0% of the total Agreement price. Failure to meet the stated goal at the time of proposal submission may render Contractor non-responsive.

Proposed Submission

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 DBEs under this Agreement.
- B. A list of those qualified DBEs with whom Contractor intends to contract for the performance of portions of the work under the Agreement, the agreed price to be paid to each DBE for work, the Agreement items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Agreement 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 Agreement, 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 RTA.
- 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 Contractor is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of Contractor's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the RTAs 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 RTA 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.

Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBEs for elements of the Agreement:

- A. The names, addresses, and telephone numbers of DBEs 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 DBEs contacted in obtaining bonding or insurance required by Contractor or the RTA.

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 RTA may take into account the performance of other proposers in meeting the Agreement 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 RTA may view this as evidence of Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, Contractor may request administrative reconsideration. Contractor should make this request in writing to the RTAs Procurement Coordinator. The Procurement Coordinator will forward 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, 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. 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 RTA will send the Contractor a written decision on its reconsideration, explaining the basis for finding that 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 RTA. 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

Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the RTAs prior written consent. The RTA may provide such written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to

terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. 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 Agreement for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA 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 Agreement as the DBE that was terminated, to the extent needed to meet the Agreement 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 RTA shall monitor Contractor's DBE compliance during the life of the Agreement. In the event this procurement exceeds ninety (90) days, it will be the responsibility of Contractor to submit quarterly written reports to the RTA that summarize the total DBE value for this Agreement. These reports shall provide the following details:

- DBE utilization established for the Agreement;
- 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 Agreement; and
- The value of expenditures with each DBE firm from the inception of the Agreement 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. Contractor shall permit:

The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contracts between Contractor and other DBE parties entered into during the life of the Agreement.

The authorized representative(s) of the RTA, the DOT, and the Comptroller General of the United States to inspect and audit all data and record of Contractor relating to its performance under the DBE participation provision of this Agreement.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section.

Sanctions for Violations

If at any time the RTA has reason to believe that Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA 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 Contractor until such time as the issues concerning Contractor's compliance are resolved; and
- B. Termination or cancellation of the Agreement, in whole or in part, unless Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein.

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.

GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION (CONTRACTS EXCEEDING \$25,000)

Contractor shall comply and facilitate compliance with 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 (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, 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.

Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the federal government emerges, Contractor must promptly notify the RTA. 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.

LOBBYING (CONTRACTS OVER \$100,000)

Contractor certifies, to the best of his or her knowledge and belief, that:

- A. 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.
- B. 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.

Contractor 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The 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 Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the RTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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.

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 Agreement, 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 Agreement 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 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 the FTA under the authority of 49 U.S.C. chapter 53, the federal 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 the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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 (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.

SAFE OPERATION OF MOTOR VEHICLES

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 the 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 Agreement.

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 Agreement, 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.

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 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 Agreement.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between Kimley-Horn and Associates, Inc. (“Kimley-Horn”), and the Regional Transportation Authority of Central Oklahoma, a regional transit authority and public trust organized under the laws of the State of Oklahoma (“RTA”), each a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the RTA is a public trust created pursuant to the authority of 60 O.S. § 176 et seq., as authorized by 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

WHEREAS, on April 19, 2023, the RTA authorized the release of a Request for Proposal (“RFP”), provided in Attachment D (Request for Proposals) hereto, seeking a Professional Services Agreement for on-call engineering consulting services for the RTA; and

WHEREAS, the RTA advertised the RFP in the Journal Record on May 1, 2023, and on May 8, 2023, and a pre-proposal meeting was held on May 16, 2023; and

WHEREAS, the RTA received three timely proposals in response to the RFP, one from Kimley-Horn, provided in Attachment E (Kimley-Horn’s Proposal) hereto, one from Jacobs Engineering, and one from HNTB; and

WHEREAS, the RTA conducted interviews with all three firms on June 20, 2023; and

WHEREAS, the RTA determined that all three firms were qualified as experts in the field of engineering consulting services, with skilled professionals willing, able, and capable of timely providing the services requested and required by RTA in the RFP; and

WHEREAS, the RTA desired to negotiate agreements with all three firms so that the RTA may have more options available for the engineering consulting services it may need; and

WHEREAS, the RTA and Kimley-Horn have negotiated and desire to enter into this Agreement.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

Article 1 | PURPOSE AND SCOPE OF AGREEMENT

1.1 Purpose. The purpose of this Agreement is for Kimley-Horn to provide the RTA with the Services and Deliverables, provided in Attachment A (Services and Deliverables) hereto, in accordance with the Terms and Conditions of this Agreement.

1.2 Scope of Agreement.

- A. This document, 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.
- B. The following attachments are incorporated in and made a part of this Agreement as if fully set out herein:

- Attachment A (Services and Deliverables)
- Attachment B (Compensation)
- Attachment C (Insurance)
- Attachment D (Request for Proposals)
- Attachment E (Kimley-Horn's Proposal)
- Attachment F (Federal Terms and Conditions)

- C. Any reference to the Agreement herein shall include all of the above-listed incorporated attachments, unless otherwise expressly provided.
- D. If there is a conflict in the Terms and Conditions between the text of this document and any Terms and Conditions in any attachment, then the Terms and Conditions of this document shall govern and control.
- E. The Terms and Conditions contained in this Agreement shall also govern and control all Final Task Orders issued under this Agreement, unless otherwise specified in a given Final Task Order. If there is a conflict in the Terms and Conditions between the text of this document and the Terms and Conditions in any Final Task Order, then the Terms and Conditions of the Final Task Order shall govern and control.

1.3 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following words, terms and abbreviations shall have the following meanings:

“Final Task Order” shall mean a task order that has been approved in writing by the Executive Director and delivered to Kimley-Horn by the RTA in response to a Task Order Proposal and that is binding upon the Parties.

“Executive Director” shall mean the RTA Executive Director as appointed by the RTA Board of Directors pursuant to the RTAs Bylaws, as amended, and shall include any designee appointed by the Executive Director.

“RTA Fiscal Year” shall mean the period of time starting from July 1 in any given calendar year to June 30 the following calendar year.

“Services and Deliverables” shall mean services, performances, work, deliverables, or solutions promised, or guaranteed by Kimley-Horn to be performed pursuant to any Final Task Order produced in accordance with this Agreement.

“Task Order Proposal” shall mean a proposal delivered to the RTA by Kimley-Horn in response to a Task Order Request that provides Terms and Conditions and Services and Deliverables by which Kimley-Horn is willing to abide by and perform for the RTAs desired project.

“Task Order Request” shall mean a request delivered to Kimley-Horn by the RTA that provides notice of a project the RTA desires Kimley-Horn to perform.

“Terms and Conditions” shall mean any terms, conditions, covenants, warrants, promises, provisions, agreements, standards, or stipulations.

“Work Product” shall mean all work, products, deliverables, documents, data, drawings, maps, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete.

Article 2 | EFFECTIVE DATE, TERM, RENEWAL, AND AMENDMENT

2.1 Effective Date and Term. This Agreement shall become effective upon execution by the last Party hereto (“Effective Date”) and shall be in effect through June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2.2 Renewal. This Agreement is renewable for two (2) successive one-year periods at the sole discretion of the RTA. Should the RTA desire to exercise a renewal option, the RTA will provide written notice of such intent to Kimley-Horn at least thirty (30) calendar days prior to the expiration of the Agreement.

2.3 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an instrument in writing signed by both Parties hereto.

Article 3 | SERVICES

3.1 No Work Guaranteed. Kimley-Horn acknowledges and agrees that this Agreement does not guarantee any work to Kimley-Horn.

3.2 Task Orders.

- A. All Services and Deliverables must be authorized by a Final Task Order produced in accordance with this Agreement.

- B. As needed, the RTA may issue Task Order Requests specifically referencing this Agreement, identifying a project the RTA desires to be performed by Kimley-Horn, setting forth the desired Services and Deliverables, the desired completion date, and any other Terms and Conditions applicable to the desired project.
- C. Upon receipt of Task Order Requests, Kimley-Horn will respond within ten (10) calendar days, or as otherwise agreed upon by the Parties, by submitting a Task Order Proposal to the RTA. Task Order Proposals will include at least the following information: an explanation of and approach for the project, a scope of work, project schedule, budget, fees, detailed cost breakdown, and list of key personnel to be involved in the project, and any other information in response to specific requests in the Task Order Request.
- D. Costs associated with the preparation of Task Order Proposals are not compensable under this Agreement.
- E. Upon receipt of Task Order Proposals, the RTA will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with Kimley-Horn.
- F. If the Parties further negotiate a Task Order Proposal, Kimley-Horn will submit to the RTA a revised and updated Task Order Proposal reflecting the product of the further negotiations.
- G. Task Order Proposals are subject to the approval of the RTA and Task Order Proposal will not become Final Task Orders or be binding upon the RTA until they are approved, in writing, by the RTA.

3.3 Performance. Kimley-Horn will comply with all Terms and Conditions set forth in this Agreement and in any Final Task Order issued under this Agreement. Kimley-Horn will perform all Services and Deliverables pursuant to any Final Task Order issued under this Agreement in accordance with established deadlines or otherwise in a timely manner.

3.4 Remedy for Inadequate Performance.

- A. In the event Kimley-Horn performs Services and Deliverables which do not comply with the Terms and Conditions of this Agreement or Kimley-Horn's failure to meet the Standard of Care, Kimley-Horn shall, upon receipt of written notice and request from the RTA, re-perform the services which fail to meet Kimley-Horn's Standard of Care (at no additional cost to the RTA). If Kimley-Horn's failure to perform in accordance with this Agreement or meet the Standard of Care, causes damages, loss, or expense to the RTA, Kimley-Horn shall reimburse the RTA for the damages, loss, or expense incurred (which may be charged as an offset to Kimley-Horn's payment).
- B. Kimley-Horn will correct, at no cost to the RTA, any and all negligent errors, omissions, or ambiguities in its work product submitted to the RTA, provided the RTA gives notice to Kimley-Horn.

3.5 Standard of Care. In performing its Services and Deliverables pursuant to this Agreement, Kimley-Horn and its employees, agents, and project team shall exercise the degree of care, skill, and diligence normally exercised by members of Kimley-Horn's profession performing services in the same locality of a similar nature. Kimley-Horn shall also require its subcontractors (if any) to exercise the degree of care, skill, and diligence normally exercised by members of that subcontractor's profession.

3.6 Responsibility for Kimley-Horn Agents. With regard to services provided pursuant to this Agreement, Kimley-Horn shall be solely responsible for the acts and omissions of its employees, agents, project team, and subcontractors (if any). Kimley-Horn shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) understand and perform in accordance with this Agreement. Kimley-Horn shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) are properly trained, qualified, and managed to perform under this Agreement.

3.7 Compliance with Laws and Regulations. In performing its services pursuant to this Agreement, Kimley-Horn shall comply with all applicable and published federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto. Kimley-Horn shall obtain all licenses, and any other permissions required to provide all Services and Deliverables pursuant to this Agreement and for use of all Services and Deliverables by the RTA.

3.8 Warranties. Kimley-Horn will provide all express and implied warranties required or provided for by Oklahoma law. This warrant is in addition to any other warranties provided in or applicable to this Agreement.

Article 4 | COMPENSATION AND INVOICING

4.1 Compensation for Completed Services.

- A. Kimley-Horn shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement and any Final Task Order under this Agreement at the rates provided in Attachment B (Compensation) or as otherwise provided in any given Final Task Order; provided, no compensation shall be due or owing:
1. In the absence of a Final Task Order;
 2. In the absence of a properly executed purchase order;
 3. For undocumented, incomplete, or unaccepted Services and Deliverables; or
 4. In excess of one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.
- B. In no event will compensation exceed one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.

4.2 Reasonable Compensation. The Parties acknowledge that the compensation rates to be paid Kimley-Horn for Kimley-Horn's Services and Deliverables pursuant to this Agreement is a reasonable amount for such Services and Deliverables.

4.3 Payable in Oklahoma. All payments to Kimley-Horn pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if Services and Deliverables of Kimley-Horn are performed outside the State of Oklahoma.

4.4 Invoicing.

- A. Kimley-Horn shall submit invoices to the RTA on a monthly basis for payment in a form specified or approved by the RTA. Such invoices must be received by the RTA no later than the twenty-fifth (25th) calendar day of each month. 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 Services and Deliverables incurred by Kimley-Horn in performance of any Final Task Order during the preceding accounting period.
- B. Supporting documentation for all Services and Deliverables contained in an invoice will be submitted with each invoice.
- C. The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to Kimley-Horn within twenty (20) calendar days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.
- D. The RTA will pay Kimley-Horn the undisputed amount of an invoice within sixty (60) calendar days after the receipt of a valid, complete, and properly documented invoice.

Article 5 | TERMINATION

5.1 Termination for Convenience.

- A. At any time, either Party may terminate this Agreement for convenience upon not less than seven (7) calendar days' written notice to the other Party.
- B. Upon receipt of such notice, both Parties shall immediately discontinue all Services and Deliverables and activities (unless otherwise agreed by the Parties).
- C. Kimley-Horn will promptly send properly documented invoices to the RTA for any Services and Deliverables performed up to the time of notice due compensation pursuant to the Agreement.
- D. The RTA will pay Kimley-Horn for any unpaid fully performed and acceptable Services and Deliverables up to the time of notice, in accordance with the Terms and Conditions of this Agreement.

5.2 Termination for Cause.

- A. The RTA may terminate this Agreement for cause if Kimley-Horn or any of its employees, agents, project team, or subcontractors (if any):
 - 1. Breach any of the Terms and Conditions of this Agreement;
 - 2. Fail or are unable to perform any of their obligations under this Agreement;
 - 3. Engage in fraud or willful misconduct; or
 - 4. Act in violation of Oklahoma or federal law.
- B. The RTA shall effectuate such termination by delivering to Kimley-Horn written notice of the termination specifying the basis of the cause.
- C. Upon receipt of such notice, Kimley-Horn shall immediately discontinue all Services and Deliverables and activities (unless the notice directs otherwise).
- D. The RTA will pay Kimley-Horn for all undisputed accrued amounts due and payable for Services and Deliverables already performed and accepted by the RTA prior to the effective termination date which are not rendered useless or impaired by the stated cause or breach. Otherwise, the RTA shall not be required to make any additional payments to Kimley-Horn whatsoever and the RTA will not have any further obligations to Kimley-Horn.
- E. The RTA may hold any outstanding payments for prior completed Services and Deliverables of any costs, expenses, or damages incurred by the RTA by reason of Kimley-Horn's breach or other cause for termination.
- F. The RTA, in its sole discretion, may provide Kimley-Horn up to thirty (30) calendar days to cure (i) a breach of any of the Terms and Conditions of this Agreement or (ii) a failure or inability to perform any of its obligations under this Agreement. In such case, the notice of termination will also state the time period in which cure is permitted and any other appropriate conditions. If Kimley-Horn fails to remedy its breach or non-performance within the period of time allowed, the RTA shall have the right to terminate this Agreement without any further obligation to Kimley-Horn.

5.3 Stop Work. The RTA may require Kimley-Horn to stop all or any part of Kimley-Horn's work under this Agreement without cause for up to thirty (30) calendar days upon written notice (identified as a stop work order) to Kimley-Horn or for any further period as mutually agreed in writing between the Parties. Upon receipt of the stop work order, Kimley-Horn shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services and Deliverables covered by the stop work order during the period of work stoppage. Kimley-Horn shall be entitled to an extension of all deadlines missed as a result of the stopped work and all subsequent deadlines for a period equal to the time of the actual stop work period.

5.4 Terms Surviving Termination and Stop Work. The provisions of Section 3.8 Warranties, Article 6 Liability and Indemnification, Article 7 Insurance, Section 8.3 Confidentiality, Section 8.4 Trademarks, Section 8.5 Work Product, Section 8.8 Records, and Section 8.18 Executive Director Authority, shall survive the expiration and termination of this Agreement and any stop work under this Agreement.

Article 6 | LIABILITY AND INDEMNIFICATION

6.1 Liability. Subject to the limitations in the Oklahoma Statute, Title 15, Section 221A, Kimley-Horn shall hold harmless and indemnify the RTA and the RTAs officers, employees, and agents, against any and all liability, claims, losses, damages, demands, liens, encumbrances, judgments, awards, fines, costs, expenses, settlements, and suits, actions, or proceedings, including reasonable attorney's fees (collectively "Liabilities"), to the extent caused by or arising out of all negligent, reckless, or intentionally wrongful acts or omissions of Kimley-Horn or its officers, employees, agents, suppliers, or subcontractors rendering services under this Agreement. However, Kimley-Horn will not be obligated to indemnify the RTA for claims arising from the negligence, recklessness, or intentionally wrongful acts or omissions of the RTA, its officers, employees, and agents.

6.2 Reimbursement. Kimley-Horn shall reimburse the RTA for any Liabilities the RTA may incur pursuant to the negligent, reckless, or intentionally wrongful acts or omissions of Kimley-Horn or its officers, employees, agents, suppliers, or subcontractors pursuant to Section 6.1 in this Agreement within thirty (30) calendar days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

6.3 Relationship to Insurance. The Terms and Conditions in this Article 6 are not limited or defined by the insurance Terms and Conditions in this Agreement.

6.4 Notice of Liability. Each Party shall promptly notify the other Party in writing upon receipt of any liability, claim, or other action described in Section 6.1 of this Agreement.

Article 7 | INSURANCE

7.1 Insurance Requirements. Kimley-Horn 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 Kimley-Horn, its officers, employees, agents, or subcontractors.

7.2 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 Kimley-Horn's profession, with limit no less than one-million dollars (\$1,000,000) per occurrence (or claim).

7.3 Duration of Coverage.

- A. All insurance required under this Agreement shall be procured and maintained in full force and effect:
 - 1. Prior to and as a condition of approval of this Agreement;
 - 2. For the duration of this Agreement; and
 - 3. Until formal acceptance of all Services and Deliverables.
- B. In the event Kimley-Horn procures and maintains professional liability insurance in the form of "claims-made" coverage, Kimley-Horn 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 all Services and Deliverables by the RTA, whichever comes later.

7.4 Additional Insureds. All insurance (except professional liability) shall provide that the RTA is named additional insured without reservation or restriction.

7.5 Certifications and Endorsements. Kimley-Horn shall provide the 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 the 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." Said certificates of insurance and endorsement pages are provided in Attachment C (Insurance) hereto.

7.6 Confirmation Authority. Kimley-Horn authorizes the RTA to confirm Kimley-Horn's insurance compliance with its insurance agents, brokers, surety, and carriers.

7.7 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 the 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.

7.8 Primary. All insurance coverage of Kimley-Horn shall be primary to any insurance or self-insurance program carried by the RTA.

7.9 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, Kimley-Horn is affirming a deductible does not exist and thus a deductible is not approved or accepted. If Kimley-Horn's deductible is different than declared, then the RTA will hold an equal amount from pay claims until the RTA has a retainage sufficient to cover the deductible.

7.10 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 Kimley-Horn provides professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.

7.11 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.

7.12 Subrogation Waived. Kimley-Horn hereby grants to the RTA a waiver of any right to subrogation which any insurer of said Kimley-Horn may acquire against the RTA by virtue of the payment of any loss under such insurance.

7.13 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.

7.14 Change or Cancellation.

- A. Kimley-Horn shall provide actual prior notice to the 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) calendar 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 Kimley-Horn has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing Kimley-Horn 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, the RTA may at its sole option suspend this Agreement without extension of

deadlines 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, Kimley-Horn shall be fully responsible and liable for and the RTA may at its option withhold payment otherwise due Kimley-Horn to pay any claim by the 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.

Article 8 | OTHER TERMS

8.1 Non-Discrimination. Kimley-Horn shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity), including, without limitation, with regard to employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Kimley-Horn will post such notice in a conspicuous place available to employees and applicants. Kimley-Horn will also require these same non-discrimination terms in any subcontracts associated with this Agreement.

8.2 Independent Contractor Status. Kimley-Horn is an independent contractor and will act exclusively as an independent contractor. KIMLEY-HORN is not an agent or employee of the RTA. The Parties do not intend, and will not hold out, that there exists any agency, partnership, corporation, joint venture, association, undertaking for profit, or other form of employment relationship among the parties, other than that of an independent contractor relationship. 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 Kimley-Horn or its officers, employees, agents, or subcontractors. Any such taxes, if due, are the responsibility of Kimley-Horn and will not be charged to or due from the RTA.

8.3 Confidentiality.

- A. The Parties acknowledge that in the course of performing this Agreement, each Party may provide the other with confidential information, including, but not limited to, information relating to employees, customers, security, marketing plans, business strategies, or security. During the term of this Agreement, and thereafter, neither Party, nor their officers, employees, agents, or subcontractors, shall disclose to any third parties any confidential information obtained by the other Party, without prior written consent of the other Party. The foregoing shall not apply to any information that is publicly available or required to be disclosed by law.

- B. Kimley-Horn acknowledges that the RTA is a public body subject to open record and open meeting regulations and generally posts its business documents on a public website and that this Agreement may be subject to such posting.

8.4 Trademarks. Neither Party shall use or release the trademark, logos, service marks, or commercial symbols of the other Party without first having obtained written permission from the other Party. Any trademark acquired for Services and Deliverables will be in the name of and owned by the RTA.

8.5 Work Product.

- A. Unless otherwise directed by the RTA in writing, Kimley-Horn shall deliver in a timely manner to the RTA all Work Product:
 - 1. At the completion of Kimley-Horn's Services and Deliverables
 - 2. Upon request from the RTA; and
 - 3. Upon termination of this Agreement, whether for convenience or cause.
- B. Kimley-Horn may keep copies of all Work Product.
- C. No Work Product given to or collected, prepared, or assembled by Kimley-Horn pursuant to this Agreement shall be made available by Kimley-Horn to any individual or organization outside of Kimley-Horn without the prior approval of the RTA, except as required by law.
- D. Any modifications made by the RTA to any of Kimley-Horn's documents or Work Products, or any reuse of the documents or Work Products without written authorization or adaptation by Kimley-Horn will be at the RTA's sole risk and without liability to Kimley-Horn.

8.6 Right to Request Status Reports. Kimley-Horn shall, at such time and in such form as the RTA may require, furnish reports concerning the status of any Services and Deliverables under this Agreement.

8.7 Right to Audit. Kimley-Horn shall provide sufficient access to the RTA and its authorized representatives to inspect and audit records and information related to the performance of this Agreement, and any invoices and supporting documentation, as reasonably may be required.

8.8 Records.

- A. Kimley-Horn will maintain complete and accurate records in sufficient detail to permit evaluation of its performance under this Agreement with respect to its:
 - 1. Work Product; and
 - 2. Costs, expenses, receipts, and other such information.

B. Kimley-Horn will:

1. Maintain said records in accordance with generally accepted accounting principles;
2. Keep said records for a period of at least five (5) years after expiration or termination of this Agreement; and
3. Make said records available in a timely manner upon the request of the RTA until the expiration of the five (5) years.

C. If supplemental examination or audit of records is necessary due to concerns raised by the RTAs preliminary examination or audit of records, and the RTAs supplemental examination or audit of the records ultimately 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 the RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

8.9 Notice. Any notice, request, demand, invoicing, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, e-mailed (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) business days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt) to the contacts set forth below or to such other addresses or persons as such Party may designate by notice to the other Party hereunder:

To Kimley-Horn:

Kimley-Horn and Associates, Inc.
Attn: Austin Stake
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020
Telephone: (602) 678-3425
Email: austin.stake@kimley-horn.com

and

Kimley-Horn and Associates, Inc.
Attn: Luke Schmidt
4727 Gaillardia Parkway, Suite 250
Oklahoma City, OK 73142
Telephone: (405) 241-5447
Email: luke.schmidt@kimley-horn.com

To RTA:

RTA
Attn: Procurement

2000 S May Ave
Oklahoma City, OK 73108
Telephone: (405) 297-1854
Email: info@rtaok.org

and

Holmes and Associates, LLC
Attn: Kathryn Holmes, RTA Owner's Representative
910 S Donner Way, Ste. 304
Salt Lake City, UT 84108
Telephone: (703) 999-4440
Email: kathryn@holmesassociatesllc.com

and

Municipal Counselor's Office
Attn: Joshua Minner
200 N Walker Ave., Fourth Floor
Oklahoma City, OK 73102
Telephone: (405) 297-3926
Email: joshua.minner@okc.gov

8.10 Assignability. Neither Party shall transfer, assign, pledge or sell this Agreement to any person or organization without written approval of the other Party.

8.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

8.12 Governing Law and Venue. The Parties expressly agree that this Agreement shall be construed and interpreted in accordance with and 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.

8.13 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.

8.14 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.

8.15 Time is of Essence. The Parties agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement. Notwithstanding any other provision of this Agreement, times for performance shall be extended as necessary for delays due to circumstances beyond the reasonable control of either party.

8.16 Strict Performance. The failure of any Party hereto to insist, in any one or more instances, upon the performance of any of the Terms and Conditions of this Agreement shall not be construed as a waiver or relinquishment of any such Terms and Conditions.

8.17 Reservation of Rights. The rights granted to or reserved by RTA in this Agreement are cumulative of every other right or remedy which RTA might otherwise have at law or in equity or under this Agreement and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

8.18 Executive Director Authority.

- A. The Executive Director shall have the authority to administer this Agreement on behalf of the RTA.
- B. Said authority shall include, but is not limited to, the authority to, consistent with the provisions in this Agreement:
 - 1. Issue Task Order Requests, approve, deny, or use as a basis for further negotiation all Task Order Proposals, and approve and issue Final Task Orders;
 - 2. Receive invoices, disapprove invoices or elements therein, and approve invoices;
 - 3. Approve and issue payment for approved charges on invoices;
 - 4. Provide notices pursuant to and carry out the termination provisions of Article 5 in this Agreement;
 - 5. Accept, approve, and consent to assignments of this Agreement;
 - 6. Exercise renewal options; and
 - 7. Amend this Agreement, provided such amendment does not result in additional cost to the RTA.

Article 9 | FEDERAL TERMS AND CONDITIONS

Kimley-Horn shall comply with all federal laws, regulations, requirements, terms, and conditions provided in Attachment F (Federal Terms and Conditions) hereto.

APPROVED by Kimley-Horn and Associates, Inc. this 12th day of July, 2023.

I, Bradley J. Hill, Regional Contract Lead, 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:

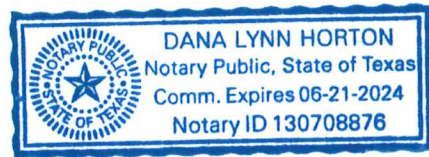
Bradley J. Hill
Signature
Bradley J. Hill
Print Name
Regional Contract Lead
Title

STATE OF TEXAS)
) SS.
COUNTY OF TARRANT)

Signed and sworn to before me this 12th day of July, 2023, by Bradley J. Hill.

[Signature]
Notary

130708876
Commission Number
06-21-2024
Commission Expiration



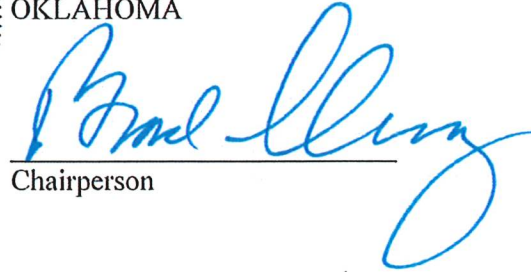
APPROVED by the Directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 16th day of August, 2023.

ATTEST:


Secretary



REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA


Chairperson

Reviewed for form and legality.


Assistant Municipal Counselor

ATTACHMENT A

Services and Deliverables

Kimley-Horn will provide the RTA with engineering consultant services, to include, but not limited to the following:

- Provide staff and services on an on-call, as-needed basis;
- Provide civil design and/or construction management services for RTA infrastructure;
- Provide in-house personnel or sub-consultants for civil, mechanical, electrical, and landscaping architecture;
- Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates, and other professional services;
- Review and develop standard plans and specifications;
- Respond to plan check comments for building permits; and
- During construction, make on-site visits, review material submittals, shop drawings, and test results, respond to RFIs, draft change orders, and review pay estimates.

Projects under this Agreement 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) – to include, but not limited to, 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, and BikeShare facilities;
- Park-and-Ride – to include, but not limited to, site plan with layout dimensions, bus staging areas, passenger waiting areas, and auto parking;
- TOD Site Planning – to include, but not limited to, layout, design, renderings, and visualizations;
- Renderings – to include, but not limited to, illustrative sketches of proposed buildings for marketing and stakeholder engagement purposes; and
- Project Visualizations / Virtual Reality – to include, but not limited to, three-dimensional computer simulations of a site plan, including virtual reality applications.

All services and projects will be performed on a task order basis in accordance with the Terms and Conditions of this Agreement.

ATTACHMENT B
Compensation



**Regional Transportation Authority of Central Oklahoma
On-Call Engineering Consult Services**

Hourly Billing Rate Schedule

June 30, 2023

<u>Classification</u>	<u>Billing Rate Range</u> *
Analyst	\$90 - \$140
Engineering Analyst	\$110 - \$175
Professional	\$100 - \$230
Engineering Professional	\$150 - \$255
Senior Professional I / Project Manager	\$135 - \$345
Senior Professional II / Sr Quality Control	\$320 - \$385
Senior Technical Support	\$75 - \$180
Technical Support	\$75 - \$125
Support Staff	\$70 - \$120

** Rates effective until July 14, 2024*

** Annual rate increases occur July 1st each year*

** Subconsultants will be billed at 2% markup*

ATTACHMENT C
Insurance

Attached behind this page is a certificate of insurance and any endorsements provided by Kimley-Horn evidencing compliance with the insurance Terms and Conditions of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2023

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

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No.): 7702207699
	INSURER(S) AFFORDING COVERAGE		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	KIMLASS	INSURER A: National Union Fire Ins Co of Pittsburg	
		INSURER B: Allied World Assurance Co (U.S.) Inc.	
		INSURER C: New Hampshire Insurance Company	
		INSURER D: Lloyd's of London	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1112716635

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2023	4/1/2024	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<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	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: On-Call Engineering; Luke Schmidt. The Regional Transportation Authority of Central Oklahoma are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Separation of Insureds applies to the General Liability Policy. Should 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.

CERTIFICATE HOLDER**CANCELLATION**

Regional Transportation Authority of Central Oklahoma
 2000 S. May Avenue
 Oklahoma City OK 73108

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT D
Request for Proposals

Attached behind this page is a copy of RTA's RFP that led to this Agreement, including any addenda thereto.



**Regional Transportation Authority
of Central Oklahoma**

**REQUEST FOR
PROPOSALS (RFP)**

ON-CALL ENGINEERING CONSULTANT SERVICES

RELEASE DATE:

May 1, 2023

TABLE OF CONTENTS

I. INTRODUCTION3

II. BACKGROUND3

III. SCOPE OF SERVICES4

IV. PROPOSAL FORMAT4

V. SELECTION PROCESS5

VI. PROPOSAL INSTRUCTIONS AND GUIDELINES6

VII. ANTICIPATED TIMELINE7

VIII. CONSULTANT REQUIREMENTS7

IX. RTA RIGHTS.....9

X. EXHIBITS.....9

ATTACHMENT A.....50

ATTACHMENT B.....51

ATTACHMENT C.....62

ATTACHMENT D.....63

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.

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.

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. 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 Consultant Proposed Staffing Plan (Attachment 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 info@rtaok.org	Guideline
Proposal Deadline	Send proposals to info@rtaok.org 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 Cover Page , including a signed, verbatim acknowledgement as identified in Attachment A .	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 https://okdot.gob2g.com/ 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 Required Forms , as identified in Attachments A-E .	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 info@rtaok.org.
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 www.rtaok.org
June 7, 2023 5:00 p.m. CST	PROPOSALS DUE 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 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 1st day of July 2023, and shall terminate on the 30th 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
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
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.

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

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.

Attest: (Corporate Seal)

Name of contractor/sub-contractor

Signature of contractor/sub-contractor's Authorized Agent

Name and title of Authorized Agent

The following statement must be executed.

State of _____)
) §County of __

Subscribed and sworn before me this _____ day of _____, 2023

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. 21st 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 Contactor 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 statues, 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.

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 & Address

3a. Name, Title & 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	_____	_____
_____	_____	Architects	_____	_____	Estimators	_____	_____
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	_____
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____
					Oceanographers	_____	_____
					Planners Urban/Regional	_____	_____
					Sanitary Engineers	_____	_____
					Soils Engineers	_____	_____
					Specification Writers	_____	_____
					Structural Engineers	_____	_____
					Surveyors	_____	_____
					Transportation Engineers	_____	_____
							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 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)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		
x)		

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

ATTACHMENT E
Kimley-Horn's Proposal

Attached behind this page is a copy of Kimley-Horn's proposal and various documents submitted during the selection and review process, to include, but not limited to, Kimley-Horn's non-collusion affidavit and disadvantaged business enterprise form.

RTA On-Call Engineering Consultant Services

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

Prepared by
Kimley»Horn
Expect More. Experience Better.

Date
6/7/2023

Project Name and Description
RTA On-Call Engineering Consultant Services

Prime Consultant
Kimley-Horn and Associates, Inc.

Prime Consultant's Federal ID#
EIN# 56-0885615

Sub-Consultants (if any)
Frontier Land Survey, ECS Southwest LLP,
and TAP Architecture

PRIMARY CONTACT

Primary Contact Name (Prime)
Austin Stake, P.E.

Address
7740 N. 16th Street, Suite 300

City, State, Zip
Phoenix, AZ 85020

Email
austin.stake@kimley-horn.com

Office Phone
602.678.3425

Cell Phone
217.652.6455

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 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 the 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.

Aaron K Rader, P.E.

Aaron Rader, P.E. • Vice President

Kimley-Horn is in receipt of Addendum 1 received May 9, and Addendum 2 received May 17.

A. Description of Organization, Management, and Team Members

TEAM ORGANIZATION AND MANAGEMENT APPROACH

Our team will be led by Project Manager and day-to-day contact **Austin Stake, P.E.** The RTA is familiar with his extensive experience and knowledge in railroad and civil design for transit agencies and freight railroads, through his work on Kimley-Horn's existing RTA contract for the Alternatives Analysis of the North/South, East, Airport, and West Corridors. Austin will be responsible for the schedule, cost, and quality of the work for this on-call. He will coordinate the efforts of the entire Kimley-Horn team to confirm that our deliverables are consistent with the RTA requirements. Austin, working with key personnel and Principal-in-Charge **Liz Scanlon**, will focus on efficient division of labor, chain of command, communication, reporting, and accountability. He has worked with teams of all sizes for transportation engineering projects and understands what is necessary to meet and exceed client expectations for quality, timeliness, and communication.

Austin will work in close partnership with **Luke Schmidt, P.E., PTOE**, who will function as the Contract Manager for this on-call contract. Luke, an Oklahoma City resident, currently serves the RTA as Deputy Project Manager on two contracts and will assist Austin with the administrative and management functions of processing work tasks, scheduling, document control, reporting, and invoicing. He will also coordinate with the key personnel on each work task to verify timely administrative reporting for this contract.

Together, Austin and Luke will lead an integrated team of well-qualified individuals who have the skills to assist the RTA with any task that may arise via this on-call. As the RTA issues work tasks, Austin and Luke will collaborate to allocate appropriate resources based on individual project needs. Austin and Luke will coordinate work task scope, schedule, and budget with our key personnel assigned to the work task. We will engage the right staff for the task from our depth of resources, both in Oklahoma City and across the country. This provides the RTA with the very best expertise to deliver tasks at a reasonable cost, within schedule, and with little hassle. Building a small team for each work task allows us to effectively engage on multiple task orders at one time from our large resources. Austin and Luke will also engage the appropriate expertise from our subconsultants selected for this team. We have partnered with **Frontier Land Survey, ECS Southwest, LLP**, and **TAP Architecture** to offer the RTA surveying, geotechnical, and architecture services from companies that know the local Oklahoma City market well. Our subconsultants are our frequent teaming partners, we work well together, and our subconsultants act as seamless team members able to provide their specific areas of expertise when required.



Austin Stake, P.E.
Project Manager/
Point-of-Contact



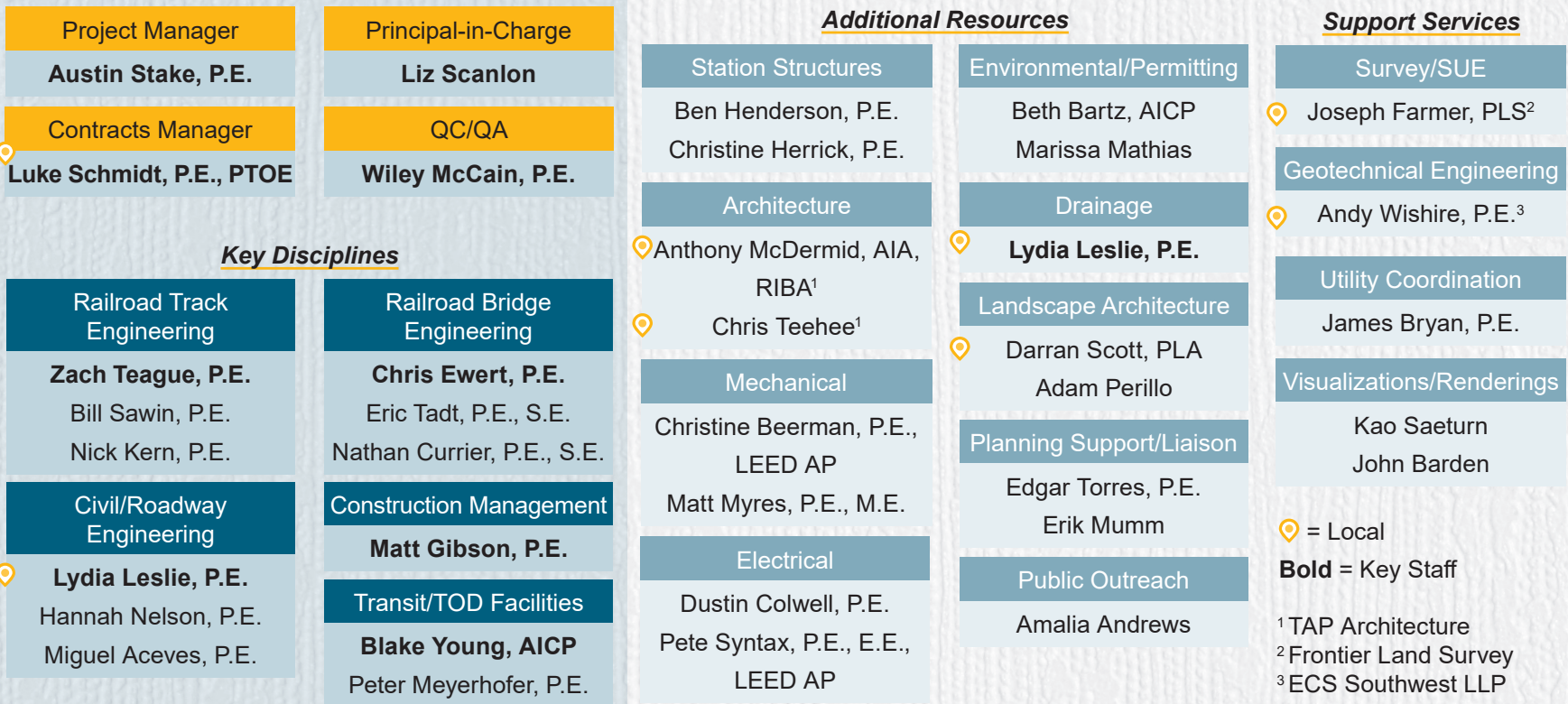
**Luke Schmidt,
P.E., PTOE**
Contract Manager

Austin and Luke will lead an integrated team of well-qualified individuals who have the skills to assist the RTA with any task that may arise via this on-call.

ORGANIZATIONAL CHART

The organization chart below presents the structure of our integrated team, key team members, and delineates respective roles and responsibilities. The individuals we have selected for our team have experience working on similar transit on-call/general engineering consultant (GEC) projects nationwide. Many of the names below are familiar to the RTA staff, as they are currently supporting the RTA Alternative Analysis for the North/South, East, Airport, and West Corridors. Our team is mobilized and well versed in the functions and expectations of the RTA allowing us to hit the ground running with work tasks via this on-call contract. Kimley-Horn's resources and capacity, combined with the services of our well-qualified subconsultants, provide unmatched expert capabilities and availability to the RTA.

Our team is familiar to the RTA staff, as we are currently supporting the RTA Alternative Analysis for the North/South, East, Airport, and West Corridors. As a result, our team will hit the ground running.



RESUMES OF KEY STAFF

Resumes of Key staff are provided at the end of this section.

SUBCONSULTANT EXPERIENCE

Kimley-Horn has a proven track record of delivering for the RTA within budget and on schedule through a collaborative, clear process. Partnership is everything within our firm's culture, with our subconsultants, and most importantly, with you. Should the Kimley-Horn team need additional support for services that our team does not provide, we will work with the RTA to utilize your preferred consultants for those work tasks. Our team provides the RTA with diverse experience, local knowledge, well-established relationships, and proven performance in delivering quality projects.



Frontier Land Survey (Frontier) Survey/Subsurface Utility Engineering

Frontier is a SBE, Small DBE, and WBE business located in Edmond, Oklahoma that focuses on providing big firm expertise as a fearless small business. Their innovative approach to surveying yields a strong foundation to a successful project, and their team delivers professional land survey services from bridge surveys to complex interstate interchange design surveys. Frontier's exceptional knowledge, expertise, and skill translates into a product that the team can trust.



ECS Southwest, LLP (ECS) Geotechnical Engineering

ECS is a registered engineering firm with two offices in Oklahoma (Oklahoma City and Tulsa), and offices in Texas, Colorado, Utah, and Arizona. Their services include geotechnical engineering, construction materials testing, environmental consulting, and facilities engineering services. ECS has a full-service, well-accredited laboratory in their Oklahoma offices.



The Architectural Partnership (TAP) Architecture

When TAP began in 1988, the founders envisioned an architectural design firm blending disciplines and talents to provide their clients with complete, integrated environments. As an award-winning firm located in downtown Oklahoma City, they have completed thousands of projects in 15 states and on three continents. TAP strives to benefit their clients and the community through designs that will endure and contribute to the built environment beyond our lifetimes.

Partnership is everything within our firm culture, with our subconsultants, and, most importantly, with you.

RESUMES OF KEY STAFF



9 Years of Experience

Professional Credentials

Bachelor of
Science, Civil and
Environmental
Engineering,
University of
Missouri at
Columbia

Professional
Engineer in
Arizona #69095

*Austin's
experience with
the RTA as well
as his nationwide
BNSF and rail
experience will
be an asset to
leading this team
successfully.*

AUSTIN STAKE, P.E. • Project Manager

Austin provides 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, rail storage capacity reporting, drainage design, AREMA, 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 alternative analysis and corridor studies. **Austin is currently leading track design for the RTA Alternatives Analysis study and is excited about the possibility to partner with the RTA on on-call tasks as they are assigned.**

Relevant Experience

RTA Alternatives Analysis (AA) Study, Oklahoma City, OK – Track Design Lead

- Austin is leading the track design component of the project by reviewing specific sites along the corridor and how railroad improvements will impact the surrounding areas and the costs associated with these improvements. Aspects of the AA process and subsequent environmental phase include station area analysis, operations planning, ridership forecasting, Locally Preferred Alternative selection, FTA capital grant program strategy, and NEPA documentation. 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, Salt Lake City, UT – Track Design Lead

- Austin is leading the track design component of this project and 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 right-of-way.

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 3D model to determine grading limits, and developing cost estimates.

Austin's additional relevant experience includes:

- Burlington North Santa Fe (BNSF) Railroad, Atchison Line Rehabilitation, Atchison, KS* – Lead Designer
- Caltrain, Corridor Crossing Strategy, San Mateo, CA – Project Engineer
- CSX, Crete Intermodal Facility, Crete, IL* – Project Engineer
- Coconino County, Railway Access Plan for Industry at Camp Navajo, Flagstaff, AZ – Project Manager

*Completed prior to joining Kimley-Horn



22 Years of Experience

Professional Credentials

Master of City and Metropolitan Planning, University of Utah

Bachelor of Arts, Communication, University of Colorado at Boulder

2022 American Public Transportation Association, Leadership Program Alumni

2017 Railway Magazine, Women in Rail, Honorable Mention

2012 Mass Transit Magazine, Top 40 Under 40

LIZ SCANLON • Principal-in-Charge

Liz has 22 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 a decade at three different transit agencies in Utah, Hawaii, and California. Sh has been in the client’s shoes to navigate project development and community planning process. In addition, she has worked extensively with the Federal Transit Administration (FTA) on projects funded through the Capital Investment Program. With 22 years of experience as a leader in transit, Liz provides the RTA a respected and dedicated oversight as Principal-in-Charge.

Relevant Experience

RTA Alternatives Analysis (AA) Study, Oklahoma City, OK – Project Manager

- Liz is currently the project manager for the Alternatives Analysis for the RTA’s North/South, East and West Corridor projects. Liz leads a Kimley-Horn team focused on a concise AA process to arrive at Locally Preferred Alternatives. 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 USDOT Mega Grant application for the RTA.

UTA FrontRunner Program Management, Salt Lake City, UT – Project Manager

- Liz is the project manager leading a multi-disciplinary team to support 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, the Kimley-Horn team is preparing a strategic business plan to guide the investments, oversight of NEPA and design, implementation plan detailing how and when the operational and capital improvements will be executed and supporting UTA with the FTA Core Capacity CIG application. Kimley-Horn also supports community and stakeholder engagement.

Liz’s additional relevant experience includes:

- Caltrain Transportation Planning On-Call, San Carlos, CA – Project Manager
- San Jose Station Planning Services, San Jose, CA – Program Manager
- UTA, Point of the Mountain Alternatives Analysis Study, Salt Lake City, UT – Senior Advisor
- San Mateo County Transit District, San Francisco Bay Area, CA* – Director of Caltrain Planning
- Honolulu Authority for Rapid Transportation, Honolulu, HI* – Director of Planning/Right-of-Way (ROW)
- UTA, Salt Lake City, UT* – Environmental Compliance Specialist

**Work performed prior to joining Kimley-Horn*



12 Years of Experience

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

LUKE SCHMIDT, P.E., PTOE • *Contracts Manager*

Luke lives in Oklahoma City and currently serves as Kimley-Horn’s Oklahoma Transportation and Mobility Lead. Luke’s 12-year 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 as well as long-term planning through area mobility studies as well as long-term mobility master plans. Luke’s balance of public and private clients provides a critical perspective related what is feasible on the private side and implementation on the public side. As the local mobility engineer on the project and working in all member RTA Cities, Luke provides a local understanding and in-depth knowledge of the context of this project and desired outcomes. He also provides expertise related parking studies, bicycle facility planning/design, ADA design, and intersection improvements. Luke’s local knowledge and expertise will serve our team well as Contracts Manager.

.....

Relevant Experience

RTA Alternatives Analysis (AA) Study, Oklahoma City, OK – Deputy Project Manager

- As part of this project, Luke worked hand-in-hand with the project manager, the 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. Luke and the team have been refining the North/South operations and East corridor alignment, while also maintaining a robust engagement process. 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 aided in the development of this public transit study, which included creating a passenger transportation vision with the community and stakeholders, conducting an existing conditions analysis, high-capacity transit study, service scenarios, and developing a funding strategy to implement over time.

OKC MAPS4 Transit Planned Growth, Oklahoma City, OK – Deputy Project Manager

- Kimley-Horn is currently leading Oklahoma City’s BRT AA project. The objective is to select an LPA for each BRT line that is supported by key stakeholders and the community. The Kimley-Horn team is using the AA process to discover, refine, and select a transit service that ties into existing and planned service and is supported by the local community. Luke worked closely with the project manager developing the preferred high capacity transit corridors. Luke also helped coordinate and engage local stakeholders and the public through focused meetings and community pop-up events and the MAPS 4 office to create the locally preferred alternative.

Luke’s additional relevant experience includes:

- OKC Mobility Study Using Transportation Impact Fees, Oklahoma City, OK – Project Manager
- MAPS 4 BRT Alternatives Analysis, Oklahoma City, OK – Deputy Project Manager
- Lawton MPO Zero Emission Study, Lawton, OK – Deputy Project Manager
- Edmond ITS Communication Master Plan, Edmond, OK – Project Manager
- Citywide Transportation Impact Fee TIA, Oklahoma City, OK – Project Manager
- ODOT ADA Self-Evaluation and Transition Plan, Statewide, OK – Project Manager



24 Years of Experience

Professional Credentials

Bachelor of Science, Civil Engineering Technology, Southern Polytechnic State University

Professional Engineer in Georgia (#035671)

American Railway Engineering and Maintenance-of-Way Association (AREMA), Member

WILEY MCCAIN, P.E. • QC/QA Manager

Wiley has 24 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 (NS) Railway and brings a wealth of knowledge to the team where he learned firsthand what railroad systems look for in their projects and how to facilitate coordination with private or public entities. Wiley's 24 years of experience working on national transit projects makes him a knowledgeable and committed QC/QA manager to oversee these projects.

Relevant Experience

UTA, FrontRunner Program Management, Salt Lake City, UT – Project Engineer

- Kimley-Horn is providing program management services for UTA's commuter rail system. Responsibilities include supporting UTA with the development, implementation, and oversight of the FrontRunner Forward Program, a \$965 million program to improve FrontRunner service through strategic additions of double track to increase speed, reliability, and frequency of the existing FrontRunner service. For this project, Wiley has reviewed and commented on the initial plan and profile sheets and identified potential construction challenges of the project. He also provides quality control reviews of the Kimley-Horn deliverables for UTA.

CapMetro, Double Track Project McNeil Road to Adelphi Street, Austin, TX – Track Design

- Wiley is designing double tracking between Adelphi Street and McNeil Road. This will provide operational flexibility of Red Line service and to improve headways between Broadmoor and Leander Stations.

NBC Universal, Sunshine Corridor Program, Orlando, FL – Project Engineer

- Kimley-Horn and local passenger rail operators are working together to develop the Sunshine Corridor Program, a shared-use highway/rail corridor connecting Orlando International Airport and Tampa, FL. Kimley-Horn is providing program management support services, including conceptual roadway and rail design, passenger station concepts, pre-NEPA environmental work, financial analysis/federal grant application support, ridership analysis, and policy/stakeholder management support. Wiley is providing design direction based on real-world experience to make sure construction and maintenance issues are avoided. He also developed the OPCC estimates used to evaluate two competing routes.

Wiley's additional relevant experience includes:

- Charlotte Area Transit System, Blue Line LRT, Mecklenburg County, NC* – Freight Railroad Engineering Lead
- Virginia Railway Express, Broad Run Commuter Expansion Freight, Statewide, VA* – Railroad Engineering Lead
- NCDOT-Rail Division, American Recovery and Reinvestment Act (ARRA) Stimulus Funded Piedmont Improvement Program, Charlotte to Raleigh, NC* – Project Manager
- Chicago Region Environmental and Transportation Efficiency Program, Cook County, IL* – Freight Railroad Engineering Manager*

**Completed prior to Wiley joining Kimley-Horn*



21 Years of Experience

Professional Credentials

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in the District of Columbia (#906096), Maryland (#54068), Texas (#98220), and Virginia (#0402048678)

American Railway Engineering and Maintenance-of-Way Association, Member

ZACH TEAGUE, P.E. • Railroad Track Engineering

Zach has 21 years of rail transit and transportation experience specializing in the preparation and development of preliminary and final designs for rail, transit, and roadway projects. This experience has been used on commuter rail, freight rail, light rail, railroad grade separations, at-grade crossings, highway interchanges, and urban and rural roadways. He has considerable experience in planning and design of rail and transit systems operating in semi-exclusive and fully exclusive rights-of-way. Having been involved in rail design projects from a planning, design, construction, and program management perspective, he has significant experience in all project design and implementation phases on projects across the nation, making Zach the right fit to lead Railroad Track Engineering.

Relevant Experience

Broadmoor Commuter Rail Double Tracking and Station Design, Austin, TX – Track Lead

- Kimley-Horn led preliminary engineering, final design, and construction support services for a new commuter rail station in Austin which included adding additional tracks through the project limits. The infill station includes double tracking through the station, train signaling, side platforms, shelters and amenities, drainage, and utility work. Zach was the track design lead for all aspects of the track design including significant track shifts through the station area and construction phasing to minimize impacts to commuter and freight operations.

SANDAG/MTS LRT Renewal Project, Blue Line Stations, San Diego, CA – Lead Track Engineer

- Zach was responsible for the design of all track-related improvements including track plan and profile drawings, vehicular and pedestrian grade crossing details at each station, construction phasing to minimize impacts to LRT and freight operations, and trackwork-related details. As part of this overall program, Kimley-Horn performed the conceptual, preliminary engineering, and construction documents for the improvements at 12 trolley stations in preparation for low floor LRT operations. Kimley-Horn was also responsible for civil engineering, urban design and landscape architecture, rail engineering, and structural engineering for the station reconstruction.

Virginia Passenger Rail Authority (VPRA), Transforming Rail in Virginia, Statewide, VA – Design Oversight and Review Lead

- Kimley-Horn is continuing to serve as the program manager to the recently formed VPRA for the Transforming Rail in Virginia program which builds upon support provided to the Virginia Department of Rail and Public Transportation (DRPT) which included helping negotiate a deal between CSX Transportation and DRPT that led to \$525 million of ROW acquisition and more than \$4 billion of railroad improvements during the next 10 years. Zach leads design oversight and design reviews. He also led all design-related efforts for the CSXT transaction, including preparing conceptual design plans and ROW delineation plans for the 150-mile corridor between Petersburg, VA and Washington, DC.

Zach's additional relevant experience includes:

- CapMetro Double Tracking between Adelphi Lane and McNeil Drive, Austin, TX – Track Lead
- SCRRA, Southern California Optimized Rail Expansion (SCORE) Program - Simi Valley Double Track and Station Project, Simi Valley, CA – Track Technical lead and QC/QA Reviewer



31 Years of Experience

Professional Credentials

Bachelor of Science, Civil Engineering, Texas Tech University

Professional Engineer in Oklahoma (#18432)

Floodplain Manager Certification, Oklahoma

LYDIA LESLIE, P.E., CFM • Civil/Roadway Engineering | Drainage

Lydia is a senior civil professional in Kimley-Horn's Oklahoma City office. She has 31 years of experience working in and for the City and understands the unique local considerations related to assessing, selecting, permitting, and developing a site in Central Oklahoma. Lydia has designed projects for municipal owners, as well as commercial developers, home builders, hotel developers, and private schools. She began her career at the City of Oklahoma City Public Works Department in 1990 working in the Contract Administration Department and the Drainage Department. Her additional experience includes site design, master plans, hydraulics, and drainage studies.

Relevant Experience

MAPS 3 Sidewalk Phase 5 Improvements, Oklahoma City, OK – Project Manager

- Lydia led the design of six segments of sidewalk along three different corridors to improve accessibility, safety, and quality of life for all users as part of the MAPS 3 Trails and Sidewalks improvement project. Kimley-Horn will develop construction documents for sidewalk improvements that will incorporate design solutions for non-compliant driveway crossings, private encroachments into the right-of-way, existing utility conflicts, intersections and mid-block crosswalks, grading challenges, and a railroad crossing.

Route 66 Park Modifications, Oklahoma City, OK – Project Manager

- Kimley-Horn is providing improvements to the Route 66 Park located on the west side of Lake Overholser in Oklahoma City. Led by Lydia, this project included designing to support the Route 66 theme emphasizing a universal design. Kimley-Horn provided roadway improvements, a utility plan, and erosion control.

Classen Street Enhancement, From Sheridan to NW 10th Street, Oklahoma City, OK – Project Manager

- Classen Boulevard is a western gateway into downtown Oklahoma City. This important corridor has changed over the years from the main line for the older railcars when Oklahoma City first began to a divided six-lane corridor for vehicles. This project, led by Lydia, adds a Tier 1 bicycle facility and pedestrian sidewalks to both sides of the roadway.

South Lakes Park Facility Improvements, Oklahoma City, OK – Project Manager

- The City is improving the facilities at the South Lakes Park. Lydia's team was tasked to perform the civil engineering services for this project which included performing water and wastewater analysis, erosion control plans, drainage of new soccer fields, a grading plan, water line extensions, and design for parking lot and lights.

Lydia's additional relevant experience includes:

- Integris Community Hospital, Oklahoma City, OK – Project Manager
- Integris Community Hospital, Oklahoma City, OK – Project Manager
- Warren Medical Clinic, Oklahoma City, OK – Project Manager
- Capitol Hill High School Roadway, Oklahoma City, OK – Project Manager
- Omni Hotel, Oklahoma City, OK – Project Manager
- NW 10th Street Enhancement, Oklahoma City, OK – Project Manager



17 Years of Experience

Professional Credentials

Bachelor of Science, Civil Engineering, University of Nebraska at Omaha

Professional Engineer in Kansas (#27655), Minnesota (#49609), Ohio (#87194), Texas (#107286), Utah (#10586484-2202), and Virginia (#0402061851)

CHRIS EWERT, P.E. • *Railroad Bridge Engineering*

Chris has 17 years of bridge design experience working on bridge rehabilitation and replacement projects for multiple transit authorities, state DOTs, tollway authorities, and local municipalities. His experience includes concept development, preliminary design and final design for pedestrian, vehicular, LRT, and heavy bridge design using timber, concrete beams, and steel girders. In addition to bridge design experience, Chris also has extensive experience designing retaining walls adjacent to rail corridors. Some examples of Chris' past experience include concept development and preliminary and final design of pedestrian, light rail, and freight bridges over the historic Kenilworth Channel; CMTA red line commuter rail freight bridge channel crossing; Southwest light rail preliminary and final design; and a steel thru-plate girder underpass for the Texas Department of Transportation (TxDOT) and the Burlington Northern Santa-Fe (BNSF) Railroad. Chris's national expertise in bridge engineering makes him an essential part of the RTA team.

Relevant Experience

Metropolitan Council, Metro Green Line Extension (Southwest LRT), Minneapolis, MN – Structural Task Lead

- Chris was responsible for the overall coordination, scheduling, internal quality assurance, and delivery of five freight rail bridges and a pedestrian underpass under freight rail. Chris also completed the Interdisciplinary Review (IDR) process on 13 multidisciplinary volumes to verify all project disciplines were coordinated and correctly interfaced with the bridge and retaining wall structures.

Metropolitan Council, Advanced Design Consultant Services for the Blue Line Light Rail Transit Extension, Minneapolis, MN – Structural Engineer

- Chris was responsible for leading the bridge design of two bridges at the intersection of the Blue Line and BNSF corridor. **The TH-55 bridges crossed the BNSF ROW and required coordination with the railroad for substructure locations, construction phasing, and vertical clearances.** Chris completed the quality control review of the design calculations and plans for the two vehicular bridges.

US 81 BNSF Railroad Underpass, Bowie, TX – Structural Analyst

- Chris was responsible for the **steel thru-girder superstructure design and reinforced concrete substructure design of a single-track BNSF mainline crossing over US 81.** The final steel thru-girder length was 138 feet and oriented at a 45-degree skew to the final roadway alignment. Additional responsibilities on this project included the oversight of the structural detailing for the steel thru-girder bridge.

Chris' additional relevant experience includes:

- CMTA Red Line Commuter Rail Broadmoor Station Design, Austin, TX – Structural Engineer
- CMTA Red Line Double Track Extension, Adelphi Lane to McNeil Drive, Austin, TX – Structural Lead
- Metropolitan Council, Gold Line BRT Engineering, Ramsey and Washington Counties, MN – Structural Engineer
- Ramsey County Regional Rail Authority, Riverview Corridor Modern Streetcar EPE Analysis, St. Paul, MN – Structures Lead
- City of Alexandria, Route 1 BRT Station Design, Alexandria, VA – Structural Engineer



20 Years of Experience

Professional Credentials

Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology

Professional Engineer in Florida (#69872)

American Public Transportation Association, Member

American Society of Civil Engineers, Member

Community Streetcar Coalition, Member

MATT GIBSON, P.E. • Construction Management

Matt is a civil engineer with 20 years of experience in transit and transportation, site development, utility, and roadway projects. He brings planning, design, and construction experience on a variety of projects, primarily in dense urban environments. Recent applicable projects include the Wave Streetcar project in Fort Lauderdale, the Miami Beach Light Rail project, and Tampa Streetcar Extension project where he led many aspects of the design, as well as construction management and support.

Relevant Experience

RTA Alternatives Analysis (AA) 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. 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. Matt developed the Project Operations Plan for the project.

Wave Streetcar Project Management Consultant, Fort Lauderdale, FL – Senior Project Engineer

- Matt served as senior project engineer responsible for utility relocations and general civil design, capital cost estimates, local stakeholder coordination, and public outreach, federal grant compliance, and FTA reporting. He was a key member of the design team developing the Design-Build RFP and Design Criteria for alternative project delivery with FDOT. Kimley-Horn served on the Project Management Consultant (PMC) team that performed preliminary engineering and oversaw the design and contractor procurement phases of the project.

Light Rail/Modern Streetcar P3 Program Management, Miami Beach, FL – Senior Project Engineer

- Miami Beach Streetcar is a four-mile double-tracked LRT/modern streetcar system circulating through the Art Deco District of Miami Beach. Matt assisted in overseeing the project through project development, conceptual engineering, environmental impact analysis, and procurement of a P3 developer for the project.

South Florida Regional Transportation Authority (SFRTA) Infrastructure Improvements, Pompano Beach, FL – Senior Project Engineer

- Matt was responsible for overseeing development of design plans and construction documents and providing construction support to SFRTA for phase one of their system-wide railroad grade crossing improvements program, covering up to 60 grade crossings and track rehabilitation work. SFRTA utilized the construction manager/general contractor delivery method where the Kimley-Horn and the contractor worked side-by-side through design and construction to expedite delivery of the overall project.

Matt's additional relevant experience includes:

- South Florida Regional Transportation Authority (SFRTA) Infrastructure Improvements, Pompano Beach, FL – Senior Project Engineer
- Palm Beach TPA General Planning Consultant, Palm Beach County, FL – Project Engineer
- Ala Moana Transit Plaza Alternatives Analysis, Honolulu, HI – Project Engineer



7 Years of Experience

Professional Credentials

Bachelors,
Urban Planning,
University of Cincinnati

American Institute
of Certified
Planners (#33686)

American Planning
Association,
Member

National
Town Builders
Association,
Member

Urban Land
Institute, Member

BLAKE YOUNG, AICP • *Transit/TOD Facilities*

Blake is an urban designer with seven 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. Blake's expertise in station planning makes him a valuable asset to the RTA team.

Relevant Experience

RTA Alternatives Analysis (AA) 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 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.

Satellite Boulevard to Jimmy Carter Boulevard BRT Study, Gwinnett County, GA – Land Use Lead

- Gwinnett County is taking a detailed look at its first proposed BRT corridor. Blake assisted in the land use and zoning analysis and created a design standard to confirm 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.

Pinellas Suncoast Transit Agency (PSTA) SunRunner Rising Development Study, Pinellas County, FL – Station Area Planning Lead

- Blake led the urban design and station area planning for the FTA-funded, corridor-wide TOD strategy for the 10-mile Central Avenue BRT corridor on behalf of PSTA. The study focused on equitable economic development, small/local business assistance, multimodal connectivity, non-motorized access, mixed-use development, infrastructure needs, and private sector participation. Kimley-Horn assisted PSTA to identify opportunity areas for redevelopment and barriers associated with infrastructure, policies, and regulations.

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 LRT line. Blake and his team held a four-day design charette with residents, business owners, and public officials to build a framework for each station. The goal was to illustrate the potential value capture for each station and how new development/zoning could provide a more walkable place while increasing ridership and diversifying the tax base.

Blake's additional relevant experience includes:

- UTA, FrontRunner Program Management, Salt Lake City, UT – Project Planner
- UTA, Point of the Mountain Alternatives Analysis Study, Salt Lake City – Planning Analyst

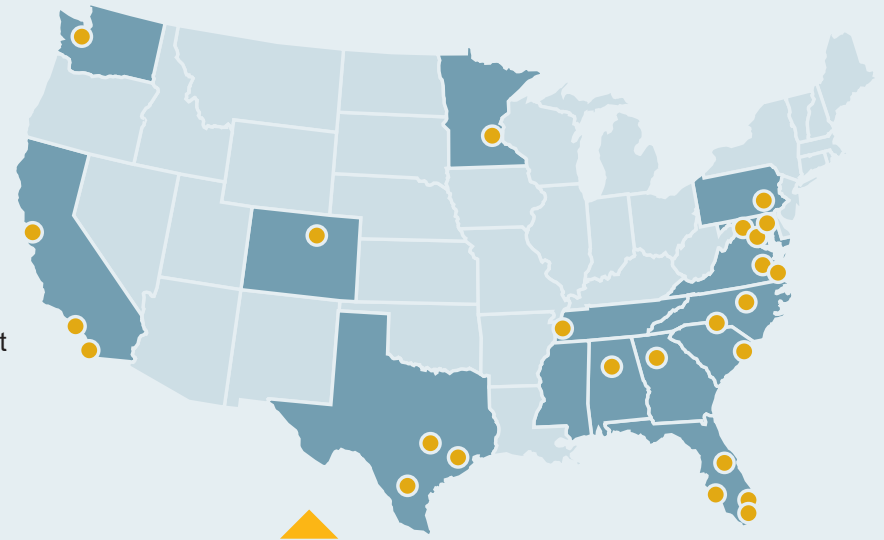
**Prior to joining Kimley-Horn*

B. Organizational Qualifications

Established in 1967, Kimley-Horn is a national engineering, planning, and environmental consulting firm that specializes in designing infrastructure improvements for transit and transportation. Our firm is a well-respected leader in transit engineering across the country, currently serving more than 80 transit clients in nearly 20 states. Our staff is comprised of more than 7,100 professional, technical, and support staff nationwide in over 120 offices, with 28 employees in our local Oklahoma City office. By leveraging both our local and nationwide staff, **we are committed to providing the RTA our best team of well-qualified and flexible staff capable of handling any task from this contract.** Our team is familiar with the RTA and your practices. **Many of the individuals shown on the organizational chart in Section A are currently supporting the RTA Alternative Analysis studies.** Our team frequently provides similar on-call engineering services for transit agencies, many of which are shown on the map to the right, and understand the mindset and approach to delivering

successfully under these types of contracts.

The team we have assembled is able to complete all of the services identified in the request for proposal to support all phases of project development including planning, preliminary engineering, final design, concept plans and sketches, site assessment, bid document preparation, and construction support. Our team understands the RTA transit corridors given our role in the Alternatives Analysis studies. Specifically, **we know that the North/South Corridor will be shared with BNSF, and we will use our joint team experience to continue to assist the RTA in negotiations with BNSF.** We also are well-versed in the landscape of the East Corridor including the right-of-way for the planned Bus Rapid Transit (BRT). We were involved in the initial concept development of the RTA stations and the maintenance facility. This



Above is a map of locations Kimley-Horn holds current transit on-call/GEC contracts

allows our team to start work on on-call work tasks with little ramp-up time; providing the RTA with seamless services. Our team structure has been specifically tailored to support the success of the current and future needs of the RTA. We strongly believe that the resources we provide are the key component that allows us to continue to serve the RTA efficiently and effectively.

ON-CALL CONTRACT MANAGEMENT APPROACH

As discussed in Section A, we have put together a team with the experience to successfully manage and complete on-call project assignments. Once the RTA issues a work task, our Project Manager, Austin Stake, P.E., will quickly respond by collaborating with Luke Schmidt and select key personnel to assign staff with the right expertise as well as the scope, schedule, and budget for the task. Once the project approach has been set, Austin will support the work task manager with resource management, allowing us to make the right staff available at the right time. Our proprietary resource management system (MIS) allows Austin to easily view and analyze the availability of team members and anticipated amount of work remaining on the project. If needed, Austin can use the Kimley-Horn core principle of workload sharing to “shift” available personnel to work on the project during times of heavy demand. With these systems in place, our team is able to easily handle multiple work tasks simultaneously to the satisfaction of the RTA.

This approach has been validated through our work with other transit clients we regularly serve with on-call/GEC services such as Capital Metro (Austin) Metro Transit (Twin Cities), SANDAG (San Diego), and SFRTA's Tri-Rail Commuter Rail (Florida), for which we have successfully completed 100+ separate task order contracts over the past decade. Historically, we have seen that when Kimley-Horn is part of an on-call professional engineering contract we tend to receive the most challenging assignments from either a technical or stakeholder perspective based on our performance and record of delivering for our clients.

Successful projects do not just happen, they are planned.

PROJECT MANAGEMENT AND QUALITY CONTROL

Kimley-Horn has successfully executed numerous projects through work tasks with transit agencies across the nation like those requested by this on-call. To successfully manage this contract, the Kimley-Horn team brings a wealth of experts in rail engineering, transit design, and transit facilities design. We have learned that the ultimate strategy for project success is the team of people working on it. The combination of our firmwide transit experience and local expertise allows us to have a deep bench of resources available for different types of projects that may come from this on-call.

TASK MANAGEMENT APPROACH

Austin, Luke, and the appropriate task manager will schedule a kick-off meeting with the RTA's Owner's Representative to initiate the work task on the schedule and budget agreed upon with the RTA. During the design process, a list of subtasks will be developed by each work task manager for each of the respective work milestones. This list will have a bi-monthly review, be updated with percent complete, and be provided to the RTA so that progress can be tracked on a regular basis. Austin will track the project schedule and budget throughout each individual work task. He will establish clear communication with the RTA Owner's Representative to ensure real-time information on issues as they are discovered during the development of the design. Open and clear communication is key to keeping work tasks on schedule and is vital to the success of the team. Deliverables will be provided to the RTA electronically so they can easily be incorporated into RTA processes. If needed, we will determine other deliverable options for a work task on a task-by-task basis.

QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

The Kimley-Horn team is committed to delivering our work deliverables to a high level of quality, creating highly constructible, easy-to-understand details, that lead to more competitive and cost-effective procurements. Kimley-Horn has an internal Quality Management Plan that provides a consistent, scalable approach to quality depending on work task size and project demands. At the inception of work tasks, **Wiley McCain, P.E.**, the QC/QA Manager, will oversee the Quality Management Plan implementation. Wiley is a peer discipline leader with an understanding of passenger-rail client deliverable expectations and procurement policies. Austin and Wiley will provide review and oversight of the work task deliverables prior to submission to the RTA. Austin will partner with Wiley to confirm that our team and approach are appropriate and consistent with the expectations Kimley-Horn has developed with the RTA over the years. Austin and the work task leads will continue to partner, as they have in the past, to successfully deliver work tasks.

PROJECT MONITORING/SUPERVISION

Kimley-Horn excels at, and has significant experience supervising, observing, and monitoring on-call contracts for transit authorities and other clients of all sizes, which involve delivering multiple work tasks concurrently. We have developed an organizational chart with the mindset that we will be delivering numerous quality work directives at the same time. Our team is highly adaptable and our clients know us for being versatile and cooperative as a work task goes through the project development process.

FIRM'S COLLABORATION WITH SUBCONSULTANTS

As described in Section A, our team includes subconsultants who are capable of providing the RTA services in geotechnical engineering, architecture, and land survey. Kimley-Horn has a proven track record of working with these subconsultants and is committed to working with all of the RTA's consultants in order to deliver projects to the RTA.

SIMILAR EXPERIENCE

SIMILAR ON-CALL EXPERIENCE

In addition to our current transit on-call projects shown in the map on page 4, similar specific work accomplished by the Kimley-Horn team for on-call/GEC contracts includes the **SFRTA GEC, in Florida**. Since 2010, Kimley-Horn has served as a GEC to the SFRTA, which operates the Tri-Rail commuter rail between West Palm Beach and Miami. Responsibilities include architecture, landscape architecture, and planning services; civil, structural, MEP, transportation, and environmental engineering; sustainable design and construction and energy and fuel engineering; geotechnical engineering and surveying services; railroad engineering, track and signal design; construction management, rolling stock and associated equipment engineering and inspection services; fare collection; and signal and train control/communications. For our **Metro Transit Master Services Contract, Twin Cities, MN**, we have provided a large array of scope items including facility plan studies; preparation of concept plans and sketches for bus, LRT, commuter rail, and busway-related facilities; and design services for transit hubs, stations, shelters, Park and Ride lots, LRT, commuter rail, and busway facilities. Kimley-Horn began working under this contract in 2005 and has been reselected multiple times, completing than 40 work orders through the master contract. For our **Washington Metropolitan Area Transit Authority (WMATA), On-Call Planning Support, Washington, DC** contract, Kimley-Horn has led a team of consultants providing on-call planning services since 2016. Our services include strategic planning and applied planning intelligence; regional planning; system, capital, and access planning and policy analysis; sustainability planning and programming; real estate economic analysis; funding and financial analysis; public involvement and agency coordination; and digital communications and graphics. On our **Virginia Passenger Rail Authority (VPRA) Transforming Rail in Virginia** contract we have provided Engineering and Design Oversight Support in the form of drawing, specification, constructability and value-engineering review, as well as oversight of design and construction management. As part of our Program and Project Management Support role we have provided contract and grant management assistance, public participation programs and stakeholder outreach activities, public meetings and hearings, developed special reports and studies, secured permits, including railroad rights-of-entry and temporary easements, assisted with utility relocation activities, supported due diligence activities, performed project control functions related to the Program and project budgets and schedules, performed risk management functions, as well as a multitude of other tasks. We were selected for the **CapMetro On-Call, Austin TX** in July 2022, and are currently assisting with their ADA self-evaluation and double-tracking projects, NEPA support, and water/wastewater support.

In Section C we describe similar work completed through our **Southern California Regional Rail Authority (SCCRA) Metrolink on-call** contract, our **Caltrain Business Plan Support** contract, and our **UTA Frontrunner Program Management** contract.





LOCAL EXPERIENCE AND KNOWLEDGE

RTA TRANSIT CORRIDORS, OKLAHOMA CITY, OK

Kimley-Horn is currently 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 (AA). Kimley-Horn is currently completing a focused, concise AA to arrive at an updated locally preferred alternative (LPA) to advance two key corridors, the North/South and East, into project development. The aspects of the AA process include rail operations feasibility analysis, station area analysis, ridership forecasting, selection criteria methodology, mapping, GIS analysis, presentations to the RTA Board of Directors, and FTA capital grant program strategy. Kimley-Horn recently kicked-off the AA process on the West and Airport corridors. As part of our work, we have extensive understanding of the North/South Corridor and have been supporting the RTA with conceptual development of infrastructure needed to add RTA passenger trains to the busy BNSF corridor. This includes conceptually examining track layouts, grade crossing assessment, station and platform concepts, and assessment of the potential site of the commuter rail maintenance facility. **Austin, Luke, Liz, Wiley, Blake Young, and many members of our team have been involved in this work.** Further, our team also has a deep knowledge of the proposed LPA alignment for the proposed BRT East Corridor. Specifically, our Kimley-Horn team has done concept assessment of the street right-of-way for Reno Avenue, Eastern Avenue, and 29th Street, conceptually assessed station areas, and provided concepts for the end-of-line location on Tinker Air Force Base.

OKLAHOMA CITY ON-CALL, OKLAHOMA CITY, OK

The Kimley-Horn team currently holds on-call contracts with the City of Oklahoma City for traffic, transportation, and utilities services. Through these on-calls we have provided the City with many kinds of engineering and planning services that touch all corners of the City. This experience working with the different City Trusts provides valuable knowledge about the life cycle of projects and key relationships with different City departments. These relationships allow our team to seamlessly work with City staff to deliver these work tasks. Our on-calls also provide valuable insight into key stakeholders, community drivers and growing trends in the City which allows our team to know the key questions and constraints that need to be answered and solved through the engineering process.

C. References, Related Experience, and Examples of Work

Our clients know that with Kimley-Horn, they experience better. How do we know this? They consistently tell us we deliver remarkable results, and we're really good people to work with. We invite you to contact our client references and inquire about the quality of services and whether they would select us again.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA), ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES | POMONA, CA

Kimley-Horn leads a consultant team providing on-call engineering and design services to SCRRA in support of the Metrolink system, an expansive regional rail network with seven routes and 55 stations over 512 route miles of track. The Metrolink system serves five counties in Southern California (Los Angeles, Orange, Ventura, Riverside, and San Bernardino). Our contract has included a wide range of track, site civil, signal/communications, structures, grade crossing, station, tunnel, and sustainability improvements with phases of work ranging from environmental approval and conceptual engineering through final design and construction administration. Task orders under this contract generally focus on capital and public improvements, maintenance and rehabilitation, and State of Good Repair projects, including performing independent design reviews on behalf of SCRRA for other projects that might impact the railroad. Frequent coordination is required with numerous transit agencies and local municipalities in San Diego, Orange, and Los Angeles Counties. Task orders have included:

Simi Valley Double Track And Station: Kimley-Horn is leading the final design as part of Metrolink's Southern California Optimized Rail

Expansion (SCORE) Program Phase 1 which will add a second platform at the Simi Valley Station and approximately two miles of new mainline track between control point (CP) Sequoia and CP Arroyo to enhance the operational flexibility and increase the capacity of the corridor. Design elements include a new mainline track; UPRR industry track reconfiguration; additional station platform with a new pedestrian underpass; retaining walls; and associated improvements to grade crossings, drainage systems, utilities, signals, ADA, and communications.

Serra Siding Extension: Kimley-Horn is leading the final design as part of the SCORE Program Phase 1 which will add 1.5 miles of siding extension between CP Serra and the at-grade crossing at Beach Road in Dana Point to improve operational flexibility between Metrolink and freight rail operations and increase capacity of the corridor. Design elements include new siding track, replacement of two single-track bridges and other improvements at the Pacific Coast Highway Connector Underpass, retaining walls, culvert replacements and extensions, signaling system improvements, street improvements, utility relocations, and construction staging.

Reference: Aaron Azevedo, SCRRA | 2558 Supply Street, Pomona, CA 91767 | 909.392.8532

Dates: 2020 – Ongoing

Project Relevancy: Task order based on-call for a transit system owner with assignments similar to those the RTA is likely to complete under this procurement. Project demonstrates the flexibility of Kimley-Horn led teams to accomplish multiple work orders dealing with typical transit infrastructure, with concurrent tasks under a central project manager and several work order managers.

Firm Design Discipline Roles: Civil, structural, landscape, architecture, planning, utilities, UPRR, traffic, construction services

Relevant Team Members: Austin Stake and Zach Teague, Project Engineer; Matt Gibson, Construction Management; Peter Meyerhofer, QC/QA

CALTRAIN TRANSPORTATION PLANNING ON-CALL SERVICES | SAN CARLOS, CA

Kimley-Horn is providing Caltrain with various planning, concept design, commuter rail operations planning, facilities, and other services via an on-call contract. Since 2019, Kimley-Horn has assisted Caltrain with a wide variety of projects. Caltrain provides commuter rail service along the San Francisco Peninsula to Gilroy through 17 municipalities within the San Francisco, San Mateo, and Santa Clara counties.

Caltrain Corridor Crossings Strategy (CCS):

The Caltrain corridor currently includes 43 at-grade crossings between San Francisco and San Jose, with an additional 28 at-grade crossings on the UPRR-owned corridor between the Tamien and Gilroy stations. As Caltrain and other operators plan to increase rail services, a coordinated approach to grade separations is needed for regional mobility and safety. As part of the Business Plan process with Kimley-Horn, CCS was identified as a Caltrain priority. Kimley-Horn is currently in development of the CCS in close partnership with Caltrain, corridor communities, and stakeholders. Key tasks underway include extensive analysis of all of the crossings in the corridor related to city planning projects, assessment of Caltrain design criteria to assist the agency with streamlining and consistency, concept design of discrete track segments for future expansion, and implementation planning.

San Francisco Railyards: Kimley-Horn is providing Caltrain with project management services to advance a preliminary business case and operations planning for the San Francisco Railyards, which is the northern terminus of the Caltrain system. The outcomes of the preliminary business case

include redevelopment of the San Francisco Railyards as an integrated, mixed-use transit-oriented development (TOD) in the SOMA/Mission Bay District of San Francisco. Our services include overall program oversight of technical scopes of work, site assessments relative to the operation and functionality of the Caltrain rail operations, performing a systemwide storage and maintenance analysis, and managing integrated stakeholder coordination.

San Jose Diridon Station Planning Support Services, San Jose, CA:

Kimley-Horn is providing project management and policy advisory services to Caltrain as it prepares a business case for the future of the San Jose station. Diridon Station, the current southern terminus of the mainline corridor, serves multiple commuter and light rail systems including Amtrak, Altamont Commuter Express (ACE), Caltrain, Capitol Corridor, as well as connecting to VTA bus. The station and surrounding access areas are undergoing a planned reconfiguration to accommodate the additions of BART and California HSR and a planned area development by Google. Since 2015, Kimley-Horn has acted as the program manager for the collaboration of four partner agencies, Caltrain, VTA, California High Speed Rail, and City of San Jose, working together to create an intermodal hub fully integrated into the urban landscape. Our team supports Caltrain with overall schedule integration, concept design review of multiple options for the future station, assessment of the capacity of the maintenance facility proximate to the station, rail operations analysis to support the concept design, and policy work for implementation strategies to deliver the future station.

Reference: Melissa Reggiardo, Caltrain Planning Manager | 1250 San Carlos Avenue, San Carlos, CA 94070 | 650.868.9925

Dates: 2019 – Ongoing

Project Relevancy:

Relevant work includes project management, transit planning, concept engineering, facilities planning and engineering, working with stakeholders and the public, coordination with multiple agencies, grants, at-grade crossing planning and concept design, commuter rail design criteria development, and coordination related to Union Pacific RR.

Relevant Team Members:

Liz Scanlon, Planning Lead; Austin Stake and Matt Gibson, Project Engineers; Peter Meyerhofer, Facilities; Edgar Torres and Erik Mumm, Planning Support; Kao Saeteurn, Graphics

UTAH TRANSIT AUTHORITY (UTA), FRONTRUNNER PROGRAM MANAGEMENT AND ENGINEERING OVERSIGHT | SALT LAKE CITY, UT

Kimley-Horn is providing program management services for the UTA to expand and add new services along the 83-mile FrontRunner commuter rail corridor. This is a multidisciplinary contract requiring the management of multiple, concurrent work streams, multiple teams, and a myriad of specialized subconsultant services. Kimley-Horn and UTA are preparing a strategic business plan to guide the investments over time, including an implementation plan detailing how and when the operational and capital improvements will be executed, along with a funding strategy. Kimley-Horn also functions as UTA's owners-representative to support FrontRunner community and stakeholder engagement, procurement, and oversight for environmental, design, and construction phases of the program. Kimley-Horn also assisted UTA with the preparation of the FTA Core Capacity CIG application that yielded the program more than \$300 million in federal funding.

Engineering Services: Kimley-Horn provided the conceptual track design for nine double track segments including realignment of track through the Warm Spring Maintenance facility, signal system integration, and at-grade crossing treatments. Kimley-Horn also supported UTA with the engineering oversight of other consultants including review of engineering plans, preparation of cost estimates, review of construction delivery methods, and at-grade crossing treatment assessments. Kimley-Horn assisted UTA with coordination with Union Pacific RR. Kimley-Horn also assisted UTA with station area concept planning and review of Transit Oriented Development plans.

Multi-Disciplinary Business Plan: Kimley-Horn is leading a multi-disciplinary team to support UTA with the development, of their first-ever Business Plan, which will address how to increase speed, efficiency, and reliability of the commuter rail. This is a multi-faced work scope that requires Kimley-Horn to manage planning, operations analysis for commuter rail, and concept engineering to tailor investments to the corridor landscape, conceptual cost estimates, and mapping out implementation strategies.

Reference: Janelle Robertson, UTA Project Manager | 250 South 600 West, Salt Lake City, UT 84101 | 801.512.3023

Dates: 2021 – 2023

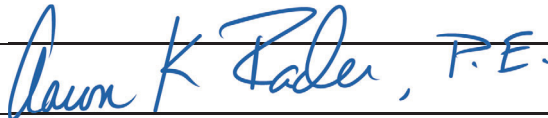
Project Relevancy: Project management of multiple scope items and projects, grant funding, working with multiple agencies simultaneously, stakeholder engagement, and environmental oversight.

Relevant Team Members: Austin Stake, Rail Lead; Liz Scanlon, Project Manager; Eric Mumm and Edgar Torres, Planning; Blake Young, TOD/Facilities; Wiley McCain, Project Engineer; Amalia Andrews, Public Outreach; Marissa Mathias and Beth Bartz, Environmental; Kao Saeteurn, Graphics

D. Fee Schedule

Kimley-Horn is looking forward to providing a fee schedule for firm members and subconsultants once the selection process is complete.

ATTACHMENT A

Cover Page	
Date	June 7, 2023
Project Name and Description	RTA On-Call Engineering Consultant Services
Prime Consultant	Kimley-Horn and Associates, Inc.
Prime Consultant's Federal ID#	EIN# 56-0885615
Sub-Consultants (if any)	Frontier Land Survey; ECS Southwest, LLP; TAP Architecture
Primary Contact	
Primary Contact Name (Prime)	Austin Stake, P.E.
Address	7740 N 16th Street, Suite #300
RTA, State, Zip	Phoenix, AZ 85020
Email	austin.stake@kimley-horn.com
Office Phone	602.678.3425
Cell Phone	217.652.6455
Secondary Contact	
Secondary Contact Name (Prime)	Luke Schmidt, P.E., PTOE
Address	4727 Gaillardia Parkway, Suite 250
RTA, 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

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Austin Stake*	Kimley-Horn	Project Manager	Prof. Engineer	N/A	AZ PE/69095	Bachelor of Science
Liz Scanlon*	Kimley-Horn	Principle-In-Charge	N/A	N/A	N/A/	Master of City and Metropolitan Planning
Luke Schmidt*	Kimley-Horn	Contract Manager	Prof. Engineer/Prof. Trans. Ops. Eng.	OK PE/28681	PTOE/4778	Bachelor of Science
Wiley McCain*	Kimley-Horn	QC/QA	Prof. Engineer	N/A	GA PE/4778	Bachelor of Civil Technology
Zach Teague*	Kimley-Horn	Railroad Track Engineer	Prof. Engineer	N/A	DC PE/906096, MA PE/54068, TX PE/98220, VA PE/0402048678	Bachelor of Science
Lydia Leslie*	Kimley-Horn	Civil Engineer	Prof. Engineer/Cert. Floodplain Manager	OK PE/18432	OK CFM	Bachelor of Science
Chris Ewert*	Kimley-Horn	Railroad Bridge Engineer	Prof. Engineer	N/A	TX PE/107286, MN PE/49609, UT PE/10586484-2202, KS PE/27655, VA PE/0402061851, OH PE/87194	Bachelor of Science
Matt Gibson*	Kimley-Horn	Construction Management	Prof. Engineer	N/A	FL PE/69872	Bachelor of Science
Blake Young*	Kimley-Horn	Transit Facilities	American Inst. Cert. Planners	N/A	AICP/33686	Bachelor of Urban Planning

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Bill Sawin	Kimley-Horn	Railroad Track Engineering	Prof. Engineer	N/A	MI PE/6201061381	Bachelor of Science, Master of Business Administration
Nick Kern	Kimley-Horn	Railroad Track Engineering	Prof. Engineer	N/A	MD PE/46836	Bachelor of Science
Hannah Nelson	Kimley-Horn	Civil/Roadway Engineering	Prof. Engineer	N/A	TX PE/144334, MN PE/57827, WA PE/20119897	Bachelor of Science
Miguel Aceves	Kimley-Horn	Civil/Roadway Engineering	Prof. Engineer	N/A	AZ PE/40952	Bachelor of Science
Eric Tadt	Kimley-Horn	Railroad Bridge Engineering	Prof. Engineer/Prof. Structural Engineer	N/A	IN PE/PE12100129, WA PE/21016472, MN PE/52204 IL Structural PE/081.008297	Master of Science
Nathan Currier	Kimley-Horn	Railroad Bridge Engineering	Prof. Engineer/Prof. Structural Engineer	N/A	AL PE/33568, GA PE/PE039590, VA PE/0402054853, TN PE/127874, GA Structural PE/SE001078, IL Structural PE/081.007672	Master of Engineering
Peter Meyerhofer	Kimley-Horn	Transit/TOD Facilities	Prof. Engineer	N/A	CA PE/68778, NV PE/018093	Bachelor of Science
Christine Herrick	Kimley-Horn	Station Structures	Prof. Engineer	N/A	NC PE/043853, UT PE/11349221-2202, NV PE/027613	Master of Science

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Dustin Colwell	Kimley-Horn	Electrical	Prof. Engineer	OK PE/31191	TX PE/125914, NV PE/22254, AZ PE/63909, WA PE/54637, CA PE/22100, FL PE/84554, CO PE/0054946, OH PE/ 86235, PR PE/ 27967	Bachelor of Science
Pete Syntax	Kimley-Horn	Electrical	Prof. Engineer/Prof. Electrical Engineer/ LEED AP	N/A	AL PE/EE-198112, AZ PE/49025, AR PE/20536, CA PE/20371, CO PE/46165, FL PE/74259, LA PE/PE.0046121, MD PE/42759, NM PE/22979, ND PE/PE-29421, SD PE/15628, WA PE/ 22031110, WI PE/49462-6, WY PE/ PE-19323, IA EE/P27027, UT EE/ 12447970-2202, LEED AP	Bachelor of Science
Beth Bartz	Kimley-Horn	Environmental/ Permitting	American Inst. Cert. Planners	N/A	AICP/091661	Master of Science

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Ben Henderson	Kimley-Horn	Station Structures	Prof. Engineer	N/A	TX PE/136449, MN PE/47994, NE PE/E-14558, IA PE/21486, MT PE/28705, WI PE/46219, IN PE/PE11900094, MI PE/6201310988, NJ PE/24GE05564100 WA Structural PE/21019138, NV Structural PE/028337, UT Structural PE/11358886-2203, AZ Structural PE/60106, IL Structural PE/081.007550	Bachelor of Science
Christine Beerman	Kimley-Horn	Mechanical	Prof. Engineer/ LEED AP	OK PE/32158	WA PE/20119638, CO PE/39282, WY PE/13909, NE PE/15757, ND PE/28670, UT PE/11938677-2202, IA PE/P26987, IN PE/PE12100718, LEED AP	Bachelor of Science
Marissa Mathias	Kimley-Horn	Environmental/ Permitting	N/A	N/A	N/A	Bachelor of Arts

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Darran Scott	Kimley-Horn	Landscape Architecture	Prof. Landscape Architect	OK PLA/362	TX PLA/2935, UT PLA/ 9656192-5301	Bachelor of Landscape Architecture
Matt Myres	Kimley-Horn	Mechanical	Prof. Engineer/Prof. Mechanical Engineer	N/A	NV Mechanical PE/016816, CA Mechanical PE/33152, AZ Mechanical PE/59059, UT Mechanical PE/11140224-2202, CO Mechanical PE/0055409, OR PE/ 99223PE, MD PE/ 05-59055 NY Mechanical PE/106228	Bachelor of Science
Adam Perillo	Kimley-Horn	Landscape Architecture	Prof. Landscape Architect	N/A	SC LA/786 NC LA/1209 NV LA/791 AZ LA/47895 WA LA/21019119	Bachelor of Science
Edgar Torres	Kimley-Horn	Planning Support/Liaison	Prof. Engineer	N/A	CA PE/75079	Master of Science
Erik Mumm	Kimley-Horn	Planning Support/Liaison	N/A	N/A	N/A	Bachelor of Science
Amalia Andrews	Kimley-Horn	Public Outreach	N/A	N/A	N/A	Bachelor of Science

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
James Bryan	Kimley-Horn	Utility Coordination	Prof. Engineer	OK PE/31152	TX PE/109742	Bachelor of Science
Kao Saeturn	Kimley-Horn	Visualizations/ Renderings	N/A	N/A	N/A	Bachelor of Science
John Barden	Kimley-Horn	Visualizations/ Renderings	N/A	N/A	N/A	Bachelor of Arts
Anthony McDermid	TAP Architecture	Architecture	American Institute of Architects	OK RA/2676	LA RA/4328 MD RA/7805 MS RA/2460	Bachelor of Architecture
Chris Teehee	TAP Architecture	Architecture	N/A	N/A	N/A	Bachelor of Architecture
Joseph Farmer	Frontier Land Survey	Survey/SUE	Prof. Land Surveyor	OK PLS/ 1799	N/A	Bachelor of Science
Andy Wilshire	ECS Southwest LLP	Geotechnical Engineering	Prof. Engineer	OK PE/29251	N/A	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.

STANDARD FORM (SF) 255 <small>Architect-Engineer and Related Services Questionnaire for Specific Project</small>	1. Project Name/Location for which Firm is Filing: RTA On-Call Engineering Consultant Services	2a. Commerce Business Daily Announcement Date, if any: N/A	2b. Agency Identification Number, if any: SOL *
--	--	--	---

3. Firm (or Joint-Venture) Name & Address Kimley-Horn and Associates, Inc. 4727 Gallardia Parkway, Suite 250 Oklahoma City, OK 73142	3a. Name, Title & Telephone Number of Principal to Contact: Aaron Rader, P.E., Vice President/Principal, 281.896.0734 3b. Address of office to perform work, if different from item 3. Please see attached list
--	--

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	
<u> </u>	<u>537</u>	Administrative	<u>4</u>	<u>28</u>	Electrical Engineers	<u> </u>	<u>0</u>	Oceanographers
<u> </u>	<u>3</u>	Architects	<u> </u>	<u>1</u>	Estimators	<u>6</u>	<u>145</u>	Planners Urban/Regional
<u> </u>	<u>0</u>	Chemical Engineers	<u> </u>	<u>5</u>	Geologists	<u> </u>	<u>0</u>	Sanitary Engineers
<u>4</u>	<u>2377</u>	Civil Engineers	<u> </u>	<u>15</u>	Hydrologists	<u> </u>	<u>0</u>	Soils Engineers
<u> </u>	<u>23</u>	Construction Inspectors	<u> </u>	<u>0</u>	Interior Designers	<u>0</u>	<u>0</u>	Specification Writers
<u> </u>	<u>0</u>	Draftsmen	<u>2</u>	<u>208</u>	Landscape Architects	<u>2</u>	<u>109</u>	Structural Engineers
<u> </u>	<u>2</u>	Ecologists	<u>3</u>	<u>29</u>	Mechanical Engineers	<u> </u>	<u>34</u>	Surveyors
<u> </u>	<u>0</u>	Economists	<u> </u>	<u>0</u>	Mining Engineers	<u>11</u>	<u>423</u>	Transportation Engineers
<u> </u>	<u> </u>		<u> </u>	<u>262</u>	CAD Operators	<u>1</u>	<u>2</u>	Construction Managers
<u> </u>	<u> </u>		<u> </u>	<u>178</u>	Project Managers	<u> </u>	<u>125</u>	IT Specialists
<u> </u>	<u> </u>		<u> </u>	<u>1381</u>	Technician/Analysts	<u>2</u>	<u>686</u>	Technical Support
<u> </u>	<u> </u>		<u> </u>	<u>838</u>	Other	<u>35</u>	<u>7411</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.)

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)
1) Frontier Land Surveying, LLC 600 W. 18th Street Edmond, OK 73013	Land Survey	Yes
2) ECS Southwest, LLP 78-1 N. Robinson Ave, Suite D-8 Oklahoma City, OK 73116	Geotechnical Engineering and Construction Materials Testing	Yes
3) TAP Architecture 415 North Broadway Oklahoma City, OK 73102	Architecture	Yes

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Austin Stake, P.E.	a. Name & Title: Elizabeth (Liz) Scanlon
b. Project Assignment: Project Manager	b. Project Assignment: Principle-In-Charge
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>4</u> With Other Firms <u>5</u>	d. Years experience: With This Firm <u>17</u> With Other Firms <u>5</u>
e. Education: Degree(s)/Year/ Specialization Bachelor of Science / 2014 / Civil and Environmental Engineering	e. Education: Degree(s)/Year/ Specialization Master / year / City and Metropolitan Planning Bachelor of Arts / 2001 / Communication
f. Active Registration: Year First Registered/Discipline 2019 / Professional Engineer, AZ	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> • RTA Alternatives Analysis (AA) Study, Oklahoma City, OK – Track Design Lead • Utah Transit Authority (UTA), FrontRunner Forward Program Management, Salt Lake City, UT – Project Engineer • UTA South Valley FrontRunner Extension, Provo, UT – Track Design Lead • Rio Grande Plan Screening Analysis, Salt Lake City, UT – Project Engineer • Caltrain, Corridor Crossing Strategy, San Mateo, CA – Project Engineer • Coconino County, Railway Access Plan for Industry at Camp Navajo, Flagstaff, AZ – Project Manager • Burlington North Santa Fe (BNSF) Railroad, Atchison Line Rehabilitation, Atchison, KS* – Lead Designer • Major Industrial Client in Gulf Coast Region, TX** – Project Engineer • Major Industrial Client in Gulf Coast Region, LA** – Lead Designer • CSX, Crete Intermodal Facility, Crete, IL* – Project Engineer • Arizona Department of Transportation (ADOT), I-10, Ina Road to Ruthrauff Road Reconstruction, Tucson, AZ* – Roadway Engineer • ADOT, I-10 from SR 85 to Verrado Way General Purpose Lanes, Buckeye, AZ* – Roadway Lead • ADOT, I-40 EB Willow Creek Bridge Replacement, Mohave County, AZ* – Roadway Lead 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> • RTA Alternatives Analysis/NEPA Study, Oklahoma City, OK – Project Manager • UTA FrontRunner Program Management, Salt Lake City, UT – Project Manager • San Francisco Railyards Development Business Case Study, San Fransisco, CA – Project Manager • Downtown Rail Extension (DTX) Operations Planning, San Francisco, CA – Project Manager • San Jose Station Planning Services, San Jose, CA – Program Manager • UTA, Point of the Mountain Alternatives Analysis Study, Salt Lake City, UT – Senior Advisor • San Mateo County Transit District, San Francisco Bay Area, CA* – Director of Caltrain Planning • Honolulu Authority for Rapid Transportation, Honolulu, HI* – Director of Planning/Right-of-Way (ROW) • UTA, Salt Lake City, UT* – Environmental Compliance Specialist <p><i>*Work performed prior to joining Kimley-Horn</i></p>
*Completed prior to joining Kimley-Horn **Completed prior to joining Kimley-Horn and under a Non-Disclosure Agreement	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Luke Schmidt, P.E., PTOE	a. Name & Title: Wiley McCain, P.E
b. Project Assignment: Deputy Project Manager	b. Project Assignment: QC/QA Manager
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>12</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 / 2011 / Civil Engineering	e. Education: Degree(s)/Year/ Specialization Bachelor of Science / 1999 / Civil Engineering Technology
f. Active Registration: Year First Registered/Discipline 2019 / Professional Traffic Operations Engineer 2016 / Professional Engineer, OK 2001 / Professional Engineer, IA	f. 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"> • RTA Alternatives Analysis/NEPA Study, Oklahoma City, OK – Deputy Project Manager • Broken Arrow Transit Study Plan, Broken Arrow, OK – Needs Assessment • OKC MAPS4 Transit Planned Growth, Oklahoma City, OK – Deputy Project Manager • OKC Mobility Study Using TIF, Oklahoma City, OK – Project Manager • MAPS 4 BRT Alternatives Analysis – Oklahoma City, OK – Project Manager • Lawton MPO Zero Emission Study – Lawton, OK – Project Manager • Edmond ITS Communication Master Plan – Edmond, OK – Project Manager • Oklahoma City Core to Shore Parking Study – Oklahoma City, OK – Project Manager • Citywide Transportation Impact Fee TIA – Oklahoma City, OK – Project Manager • Cleveland County Parking Study – Cleveland County, OK – Project Manager • Memorial Drive Corridor Study – Bixby, OK – Project Manager • Tulsa Complete Streets – Tulsa, OK – Project Manager • NW Expressway at N Rockwell Ave Intersection Improvements – Oklahoma City, OK – Project Manager • OU Medical Center Traffic Study – Oklahoma City, OK – Project Manager • Will Rogers World Airport Revenue Control Study and Implementation – Oklahoma City, OK – Project Manager • Tulsa Signal Timing Project – Tulsa, OK – Project Manager • ODOT ADA Self-Evaluation and Transition Plan – Statewide, OK – Project Manager 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> • UTA, FrontRunner Program Management, Salt Lake City, UT – Project Engineer • CapMetro, Double Track Project McNeil Road to Adelphi Street, Austin, TX – Track Design • NBC Universal, Sunshine Corridor Program, Orlando, FL – Project Engineer • Charlotte Area Transit System (CATS), Blue Line LRT, Mecklenburg County, NC* – Freight Railroad Engineering Lead • Virginia Railway Express, Broad Run Commuter Expansion Freight, Statewide, VA* – Railroad Engineering Lead • ADA Station Improvement Program, Multiple Locations, U.S.* – Freight Railroad Engineering Lead • Norfolk Southern “Gulch” Real Estate Sale for Centennial Yards, Fulton County, GA* – Freight Railroad Engineering Lead • NCDOT-Rail Division, American Recovery and Reinvestment Act (ARRA) Stimulus Funded Piedmont Improvement Program, Charlotte to Raleigh, NC* – 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 <p>*Completed prior to Wiley joining Kimley-Horn in 2022</p>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Zach Teague, P.E.	a. Name & Title: Lydia Leslie, P.E., CFM
b. Project Assignment: Railroad Track Engineer	b. Project Assignment: Civil Engineer
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>16</u> With Other Firms <u>5</u>	d. Years experience: With This Firm <u>8</u> With Other Firms <u>23</u>
e. Education: Degree(s)/Year/ Specialization Bachelor of Science / 2001 / Civil Engineering	e. Education: Degree(s)/Year/ Specialization Bachelor of Science / 1989 / Civil Engineering
f. Active Registration: Year First Registered/Discipline 2006 / Professional Engineer, TX 2011 / Professional Engineer, DC 2011 / Professional Engineer, VA 2019 / Professional Engineer, MA	f. Active Registration: Year First Registered/Discipline 1997 / Professional Engineer, OK 2011 / Certified Floodplain Manager, OK
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Broadmoor Commuter Rail Double Tracking and Station Design, Austin, TX – Track Lead SANDAG/MTS Light Rail Transit (LRT) Renewal Project, Blue Line Stations, San Diego, CA – Lead Track Engineer Virginia Passenger Rail Authority (VPRA), Transforming Rail in Virginia, Statewide, VA – Design Oversight and Review Lead CapMetro Double Tracking between Adelphi Lane and McNeil Drive, Austin, TX – Track Lead SCRRA, Southern California Optimized Rail Expansion (SCORE) Program - Simi Valley Double Track and Station Project, Simi Valley, CA – Track Technical lead and QC/QA Reviewer Sunset Avenue Grade Separation at IH-10, Banning, CA – Track Lead Alameda Corridor East, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA – Track Technical lead and QC/QA Reviewer Miami River-Miami Intermodal Center Capacity Improvement (MR-MICCI), Miami, FL – Track QC/QA Reviewer SANDAG, Final Design of the South Line Freight Rail Improvement Project, San Diego, CA – Track Engineer Town of Mooresville, Mazepa Road Grade Separation, Mooresville, NC – Track Engineer and FRA Coordination Support FTA Project Management Oversight Services IDIQ, 2009-2014, Nationwide and NJ Transit – Track Engineer Gulf Coast Rail District (GCRD) Rail Network Study Commuter Rail Right-of-Way Feasibility Study, Houston, TX – Deputy Project Manager Maricopa Association of Governments, Hassayampa Rail Corridor Study, AZ – Track Lead and Railroad Coordination South Florida Regional Transportation Authority (SFRTA) Grade Crossing Infrastructure Improvements Design and Post Construction Services, Fort Lauderdale, FL – Track Engineer Crossroads Associates, LLC, Crossroads VRE Station, Fredericksburg, VA – Project Engineer Metro Transit, Blue Line Light Rail Transit Extension, Hennepin County, MN – Track QC/QA Reviewer Metropolitan Washington Airports Authority (MWAA), Dulles Corridor Metrorail Project Program Management Support Services (for WMATA Silver Line), Vienna, VA – Deputy Design Manager 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> MAPS 3 Sidewalk Phase 5 Improvements, Oklahoma City, OK – Project Manager Route 66 Park Modifications, Oklahoma City, OK – Project Manager Classen Street Enhancement, From Sheridan to NW 10th Street, Oklahoma City, OK – Project Manager South Lakes Park Facility Improvements, Oklahoma City, OK – Project Manager Integris Community Hospital, Oklahoma City, OK – Project Manager Integris Community Hospital, Oklahoma City, OK – Project Manager Warren Medical Clinic, Oklahoma City, OK – Project Manager Capitol Hill High School Roadway, Oklahoma City, OK – Project Manager Omni Hotel, Oklahoma City, OK – Project Manager NW 10th Street Enhancement, Oklahoma City, OK – Project Manager

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Chris Ewert, P.E.	a. Name & Title: Matt Gibson, P.E.
b. Project Assignment: Railroad Bridge Engineer	b. Project Assignment: Construction Management
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>17</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>19</u> With Other Firms <u>0</u>
e. Education: Degree(s)/Year/ Specialization Bachelor of Science / 2006 / Civil Engineering	e. Education: Degree(s)/Year/ Specialization Bachelor of Science / 2004 / Civil Engineering
f. Active Registration: Year First Registered/Discipline 2010 / Professional Engineer, TX 2020 / Professional Engineer, VA 2012 / Professional Engineer, MN 2020 / Professional Engineer, KS 2017 / Professional Engineer, UT 2021 / Professional Engineer, OH	f. Active Registration: Year First Registered/Discipline 2009 / Professional Engineer, FL
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none">• Metropolitan Council, Metro Green Line Extension (Southwest LRT), Minneapolis, MN – Structural Task Lead• Metropolitan Council, Advanced Design Consultant Services for the Blue Line Light Rail Transit Extension, Minneapolis, MN – Structural Engineer• US 81 BNSF Railroad Underpass, Bowie, TX – Structural Analyst• CMTA Red Line Commuter Rail Broadmoor Station Design, Austin, TX – Structural Engineer• CMTA Red Line Double Track Extension, Adelphi Lane to McNeil Drive, Austin, TX – Structural Lead• Metropolitan Council, Gold Line BRT Engineering Services, Ramsey and Washington Counties, MN – Structural Engineer• Ramsey County Regional Rail Authority, Riverview Corridor Modern Streetcar EPE Analysis, St. Paul, MN – Structures Lead• City of Alexandria, Route 1 BRT Station Design, Alexandria, VA – Structural Engineer• Transforming Rail in Virginia – Structural Engineer• Pleasant Run Road Reconstruction and UPRR Railroad Grade Separation, Wilmer, TX – Project Engineer	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none">• RTA Alternatives Analysis Update in the Central Oklahoma Region, Oklahoma City, OK – Project Engineer• Wave Streetcar Project Management Consultant, Fort Lauderdale, FL – Senior Project Engineer• Miami Beach Light Rail/Modern Streetcar P3 Program Management, Miami Beach, FL – Senior Project Engineer• Tampa Streetcar Extension and Modern Feasibility Study, Tampa, FL – Senior Project Engineer• South Florida Regional Transportation Authority (SFRTA) Infrastructure Improvements, Pompano Beach, FL – Senior Project Engineer• Palm Beach TPA General Planning Consultant, Palm Beach County, FL – Project Engineer• Ala Moana Transit Plaza Alternatives Analysis, Honolulu, HI – Project Engineer

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	Blake Young, AICP
b. Project Assignment:	Transit Facilities
c. Name of Firm with which associated:	Kimley-Horn
d. Years experience: With This Firm _____ 3.5 _____ With Other Firms _____ 3.5 _____	
e. Education: Degree(s)/Year/ Specialization	Bachelor / 2016 / Urban Planning
f. Active Registration: Year First Registered/Discipline	2021 / American Institute Certified Planners 2018 / American Planning Association
g. Other Experience and Qualifications relevant to the proposed project:	<ul style="list-style-type: none"> • RTA Alternatives Analysis Study, Oklahoma City, OK – Station Area Planning Lead • Satellite Boulevard to Jimmy Carter Boulevard BRT Study, Gwinnett County, GA – Land Use Lead • Pinellas Suncoast Transit Agency (PSTA) SunRunner Rising Development Study, Pinellas County, FL – Station Area Planning Lead • GoTriangle TOD Guidebook, Durham/Orange, NC* – Station Area Planning & Urban Design Lead • UTA, FrontRunner Program Management, Salt Lake City, UT – Project Planner • UTA, Point of the Mountain Alternatives Analysis Study, Salt Lake City – Planning Analyst • City and County of Denver (CCD), Neighborhood Planning Initiative, Denver, CO – Planning Lead
	*Prior to joining Kimley-Horn

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) 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
(2) Metro Transit Master Services Contract for Design Services 2005, 2010, 2014, and 2018 – Saint Paul MN	Facility plan studies, conceptual plans, design services, bidding document preparation, cost estimates, construction support services, urban design, environmental planning, and short- to long- term rehabilitation strategies. Kimley-Horn has completed more than 40 work orders through the master contract since 2005.	Metro Transit 560 Sixth Avenue North Minneapolis, MN 55411 Mark Leemon 612.349.7674	2005, 2010, 2014, and 2018	Construction cost varies by project	Construction cost varies by project
(3) South Florida Regional Transportation Authority (SFRTA) General Engineering Consultant – West Palm Beach to Miami, FL	Architecture, landscape architecture, civil; structural; mechanical; electrical; transportation; environmental; energy and fuel; railroad engineering, construction management, rolling stock and associated equipment, fare collection, and signal and train control/communication.	SFRTA 801 NW 33rd Street, Pompano Beach, FL 33064 Loraine Cargill, AICP Director of Strategic Planning/EEO Officer, SFRTA 954.788.7921	10/15/2020	Construction cost varies by project	Construction cost varies by 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
(4) Southern California Regional Rail Authority (SCRRA), On-Call Professional Engineering Design Services – Pomona, CA	Design services, track; site civil; signal/communications; structures; grade crossing; station; tunnel; and sustainability improvements.	SCRRA 2558 Supply Street, Pomona, CA 91767 Aaron Azevedo 909.392.8532	3/20/2023	Construction cost varies by project	Construction cost varies by project
(5) Caltrain, Caltrain Business Plan Support – San Carlos, CA	Business Planning Support	Caltrain 1250 San Carlos Avenue, San Carlos, CA 94070 Sebastian Petty 650.622.7831	04/15/2021	153	141
(6) Santa Clara VTA, Planning, Environmental, and Program Management Services for BART Silicon Valley (BSV) Extension – 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 Dennis Ratcliffe 408.942.6104	01/03/2020	9,000,000	34,000
(7) San Mateo County Transit District, Project Management Services for the Dumbarton Rail Corridor Project – San Carlos, CA	Project Management and Planning Support	San Mateo County Transit District 1250 San Carlos Avenue, San Carlos, CA 94070 Carter Mau 650.622.7874	03/15/2023	150	32
(8) METRO Blue Line LRT Enhancement Project – Minneapolis, MN	Design Services, cost estimating, construction phase services, civil and traffic engineering, architectural design, public involvement, and freight rail coordination.	Metro Transit 560 Sixth Avenue North, Hennepin County, Minnesota Nick Landwer 651.245.9158	01/01/2022	1,110,046	35,450
(9) Northstar Commuter Rail Vehicle Maintenance Facility Improvements, Big Lake, MN	Design services for trackwork improvements and additions	Northstar Corridor Development Authority 560 Sixth Avenue North, Minneapolis, Minnesota Mark Fuhrmann 612.373.3810	11/15/2011	318,757	6,729

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
(10) 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

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 280 active Federal Contracts at the moment. The projects listed below represent our most similar experience on IDIQ projects.					
OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, California	(Prime) Preliminary Engineering Report, preparing environmental documents, design services	Orange County Transportation Authority (OCTA) 550 S. Main Street, Orange, California 92868 Jason Lee 714.560.6282	PER and environmental documents: 100% Design: 30%	1,934	1,114
Federal Transit Administration, Project Management IDIQ Contract, New Jersey Transit Major Capital Projects, Statewide, New Jersey	(Prime) Project Management Oversight Services	Federal Transit Administration, Office of Engineering, TPM-20 1200 New Jersey Ave. SE 4 th Floor East, Washington DC, 29590 Dale Wegner 202.366.1638	100%	4,970	2,253
Federal Railroad Administration (FRA), Program Support for Amtrak Capital Grant Program Oversight/Governance, Washington, DC	(Subconsultant) Provided program support and strategy development to improve oversight of Amtrak	Federal Railroad Administration 1200 New Jersey Avenue SE, Washington, DC 20590 Karen Rae 202.744.5716	100%	113	107
Federal Highway Administration, US Department of Transportation Grade Crossing Handbook, Washington, DC	(Subconsultant) Updating USDOT's Grade Crossing Handbook (GCHB) and the Preemption Guidebook	Federal Highway Administration, Eastern Federal Lands Highway Division, Office of Federal Lands Highway 21400 Ridgetop Circle Sterling, VA 20166-6511 Dee Chappell 202.493.6018	100%	238	224

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.

Date:

06/07/2023

Signature: Aaron K Rader, P.E.

Typed Name and Title: Aaron Rader, P.E., Vice President

1 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 73142

Kimley-Horn and Associates, Inc.
401 B Street, Suite 600
San Diego, CA 92101

Kimley-Horn and Associates, Inc.
1200 Peachtree St. N.E., Suite 800
Atlanta, GA 30309

Kimley-Horn and Associates, Inc.
111 East Broadway, Suite 600
Salt Lake City, UT 84111

Kimley-Horn and Associates, Inc.
767 Eustis Street, Suite 100
Saint Paul, MN 55114

Kimley-Horn and Associates, Inc.
11400 Commerce Park Drive, Suite 400
Reston, VA 20191

Kimley-Horn and Associates, Inc.
1201 Third Avenue, Suite 2800
Seattle, WA 98101

Kimley-Horn and Associates, Inc.
555 Capitol Mall, Suite 300
Sacramento, CA 95814

Kimley-Horn and Associates, Inc.
1125 17th Street, Suite 1400
Denver, CO 80202

Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017

Kimley-Horn and Associates, Inc.
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

Kimley-Horn and Associates, Inc.
7900 Rancharrah Parkway, Suite 100
Reno, NV

Kimley-Horn and Associates, Inc.
6200 South Syracuse Way, Suite 300
Greenwood Village, CO 80111

Kimley-Horn and Associates, Inc.
1801 Porter Street, Suite 401
Baltimore, MD 21230

Kimley-Horn and Associates, Inc.
4201 Winfield Road, Suite 600
Warrenville, IL 60555

Kimley-Horn and Associates, Inc.
380 Interlocken Crescent, Suite 100
Broomfield, CO 80021

STANDARD FORM (SF)

255

Architect-Engineer and Related Services Questionnaire for Specific Project

<p>1. Project Name/Location for which Firm is Filing:</p> <p style="text-align: center;">Regional Transportation Authority of Central Oklahoma</p> <p style="text-align: center;">On-Call Engineering Consultant Services</p>	<p>2a. <i>Commerce Business Daily</i> Announcement Date, if any:</p> <p style="text-align: center;">May 1, 2023</p>	<p>2b. Agency Identification Number, if any:</p> <p style="text-align: center;">SOL *</p>
---	---	---

<p>3. Firm (or Joint-Venture) Name & Address</p> <p>Frontier Land Surveying, LLC 14901 N. Lincoln Blvd. Edmond, OK 73013</p>	<p>3a. Name, Title & Telephone Number of Principal to Contact:</p> <p style="text-align: center;">Kelly Farmer, President 405-285-0433</p> <hr/> <p>3b. Address of office to perform work, if different from item 3.</p>
--	---

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					
_ 1 _		Administrative	_____	Electrical Engineers	_____	Oceanographers
		Architects	_	Estimators	_	Planners Urban/Regional
		Chemical Engineers	_____	Geologists	_	Sanitary Engineers
		Civil Engineers	_	Hydrologists	_____	Soils Engineers
		Construction Inspectors	_____	Interior Designers	_____	Specification Writers
	5	Draftsmen	_	Landscape Architects	_____	Structural Engineers
		Ecologists	_	Mechanical Engineers	_ 12 _	Surveyors
		Economists	_	Mining Engineers	_____	Transportation Engineers
						18
						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 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)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		
x)		

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: Kelly Farmer, President	
b. Project Assignment: Client relations, project communication, project admin	
c. Name of Firm with which associated: Frontier Land Surveying, LLC	
d. Years experience: With This Firm <u>8</u> With Other Firms <u>22</u>	
e. Education: Degree(s)/Year/ Specialization B.S. in Mathematics, 2000, Oklahoma State University	
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: Joseph Farmer, Vice President	a. Name & Title: Adam Hinds, Vice President
b. Project Assignment: Client manager, project manager, QA/QC, responsible charge	b. Project Assignment: Client manager, project manager, QA/QC, responsible charge
c. Name of Firm with which associated: Frontier Land Surveying, LLC	c. Name of Firm with which associated: Frontier Land Surveying, LLC
d. Years experience: With This Firm <u>8</u> With Other Firms <u>18</u>	d. Years experience: With This Firm <u>8</u> With Other Firms <u>18</u>
e. Education: Degree(s)/Year/ Specialization BS in Aviation Sciences, Minor in Marketing, USAF Basic Military Training (Honor Graduate), Tech School (Command and Control), ANG Academy of Military Science (Distinguished Graduate)	e. Education: Degree(s)/Year/ Specialization SW Oklahoma State University 2004, Cameron University 2005, Oklahoma State University OKC 2007 Civil-Survey Technology
f. Active Registration: Year First Registered/Discipline Oklahoma, 2012, PLS, 1799	f. Active Registration: Year First Registered/Discipline Oklahoma, 2011, PLS, 1781
g. Other Experience and Qualifications relevant to the proposed project: Mr. Farmer is a licensed surveyor and owner of Frontier LS. He has 18+ years of experience surveying projects varying in sizes from small boundary surveys to multi-mile interstate highways.	g. Other Experience and Qualifications relevant to the proposed project: Mr. Hinds is a licensed surveyor and owner of Frontier LS. He has 18+ years of experience surveying projects varying in sizes from small boundary surveys to multi-mile interstate highways.

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
SE 4th St. RR Crossing, Moore, OK	Design Survey Services	ODOT, Poe & Associates	07/2016		\$19,250
US-62 (8 miles), Muskogee Co.	Design Survey Services	ODOT, C.H. Guernsey	01/2023		\$290,000
US-62 (7 miles), Harmon Co.	Design Survey Services	ODOT, Freese & Nichols	12/2022		\$355,000
US-62 (3 miles), Harmon Co.	Design Survey Services	ODOT, Lochner	12/2022		\$56,000
SH-51 @ Muskogee Tpk, Wagoner Co.	Design Survey Services	ODOT, Poe & Associates	11/2022		\$362,000
US-75 (3 miles), Tulsa Co.	Design Survey Services	ODOT, Poe & Associates	08/2022		\$425,000
I-35 @ JKT (1 mile), Oklahoma Co.	Design Survey Services	ODOT, Poe & Associates	09/2022		\$183,000
US-259 (6 miles), McCurtain Co.	Design Survey Services	ODOT	06/2022		\$262,000
US-70 over Lake Texoma, Bryan Co.	ROW/Land Ties Survey	ODOT, Garver	09/2021		\$140,000
SH-82 (6.35 miles), Cherokee Co.	Design Survey Services	ODOT, CP&Y	08/2021		\$245,000

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.

Frontier was established by members with more than eight decades combined experience and an extensive background in working for State and Local Governments, Counties, Federal entities, and the private sector. Our members are very familiar with what it takes to research, estimate costs, schedule, compile and submit details for most any survey project.

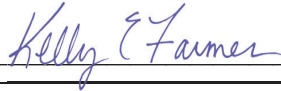
Current resources include:

18 custom workstations, Autodesk Civil 3D 2022, Bentley OpenRoads Designer, OPUS Projects trained & qualified, Trimble Business Center, 3 Trimble R-10 GNSS RTK GPS, 7 Trimble R12i, 5 TDL 450H Radio Kit, Trimble S3 Robotic Station, 4 Trimble TSC 3 survey controllers, 6 Trimble TSC 5 survey controllers, 1 Trimble TSC 7 survey controller, Trimble DiNi Digital Level, 3 Magnetic Locators, 2 Subsurface Utility Locators.

11. The foregoing is a statement of facts.

Date:

Signature: _____



Typed Name and Title: Kelly E. Farmer

05/16/2023

STANDARD FORM (SF)

255

Architect-Engineer and Related Services Questionnaire for Specific Project

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

**On-Call Engineering Consulting Services,
Oklahoma City, OK**

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

*

2b. Agency Identification Number, if any:

SOL *

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

ECS Southwest, LLP
7801 N. Robinson Ave, Suite D-8
Oklahoma City, OK 7311

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

Garrett Klingensmith, PE, Branch Manager, 405 265 5501

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							
33		Administrative			Electrical Engineers			CAD Operators
2		Architects			Estimators		8	Construction Managers
	5	Chemical Engineers			Geologists		52	Project Managers
		Civil Engineers			Hydrologists			IT Specialists
		Construction Inspectors			Interior Designers		16	<u>Professinoal Engineer</u>
		Draftsmen			Landscape Architects		12	<u>Geotechnical Engineer</u>
		Ecologists			Mechanical Engineers		276	<u>Other</u>
		Economists			Mining Engineers		396	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.)

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)
x) N/A		
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		

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)		
x)		
x)		
x)		
x)		

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: Garrett Klingensmith, PE – Branch Manager	Mr. Klingensmith serves as the Branch Manager of ECS Southwest, LLP's Oklahoma City office and has over 15 years of broad-based experience in the practical application of civil engineering and geotechnical principles. Mr. Klingensmith has been involved in geotechnical design and project management of various sized projects. Mr. Klingensmith has provided consultation and management of hundreds of projects involving environmental studies, geotechnical engineering and construction materials testing services, including reinforced and pre-stressed concrete structure, structural masonry, structural steel, fireproofing, floor flatness, pile installation and asphalt pavement systems.
b. Project Assignment: Principal Engineer	
c. Name of Firm with which associated: ECS Southwest, LLP	
d. Years experience: With This Firm <u>13</u> With Other Firms <u>4</u>	
e. Education: Degree(s)/Year/ Specialization Georgia Institute of Technology, BS in Civil Engineering, 2010	
f. Active Registration: Year First Registered/Discipline OK / 2017 / Civil-Geotechnical / PE No. 30063	
g. Other Experience and Qualifications relevant to the proposed project: S Council Rd from SW 89th St to SW 74th St., Oklahoma City, OK OG&E Road Reconstruction, Oklahoma City, OK Fonda Community Access Road Improvement, Concho, OK	

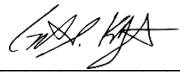
7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Andy Wilshire, PE – Geotechnical Department Manager	Mr. Wilshire serves as the Geotechnical Department Manager in the Oklahoma City office for ECS Southwest, LLP. With over a decade of experience in the Oklahoma engineering and construction industry, Mr. Wilshire has been involved in geotechnical project management and construction management of various size municipal, state, and private development projects. Mr. Wilshire provides senior level management of subsurface explorations, laboratory testing, report preparation, construction materials testing, and business development.
b. Project Assignment: Project Manager	
c. Name of Firm with which associated: ECS Southwest, LLP	
d. Years experience: With This Firm <u>6</u> With Other Firms <u>8</u>	
e. Education: Degree(s)/Year/ Specialization University of Oklahoma, BS in Civil Engineering, 2010	
f. Active Registration: Year First Registered/Discipline OK / 2016 / Civil-Geotechnical / PE No. 29251	
g. Other Experience and Qualifications relevant to the proposed project: S Council Rd from SW 89th St to SW 74th St., Oklahoma City, OK OG&E Road Reconstruction, Oklahoma City, OK Fonda Community Access Road Improvement, Concho, OK	

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
Lawton Regional Airport Arff Station - Lawtown, Oklahoma	Construction Materials Testing	Lawton Regional Airport - Terminal, 3401 SW 11th St, Lawton, OK 73501	12/31/2018	4,000,000	29,053
Ardmore Municipal Airport - Phase II Taxiway A, Ardmore, OK	Geotechnical Engineering	Ardmore Municipal Airport - Phase II Taxiway A- 620 General St Suite 1, Ardmore OK73401	10/13/2018	3,800,000	6,385
West Woodward Regional Airport Pavement Investigation - Woodward, Oklahoma	Geotechnical Engineering	West Woodward Regional Airport Pavement Investigation - 196077 E County Rd 40, Woodward, OK 73801	11/29/2021	1,000,000	12,200
Tahlequah Municipal Airport Investigation, Tahlequah, OK	Geotechnical Engineering	Tahlequah Municipal Airport Investigation - 2100 Airport Pkwy, Tahlequah, OK 74464	11/16/2021	3,800,000	10,600
Ardmore Municipal Investigation, Ardmore, OK	Geotechnical Engineering	Ardmore Municipal Airport Investigation - 620 General St Suite 1, Ardmore, OK 73401	11/22/2021	1,000,000	13,600

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.

Signature:  _____

Typed Name and Title: Garrett Klingensmith, PE, Branch Manager

Date:

5/23/2023

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 & Address

3a. Name, Title & 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		A	B		A	B		A	B	
_____	_____	Administrative	_____	_____	Electrical Engineers	_____	_____	Oceanographers	_____	_____	CAD Operators
_____	_____	Architects	_____	_____	Estimators	_____	_____	Planners Urban/Regional	_____	_____	Construction Managers
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____	Sanitary Engineers Soils	_____	_____	Project Managers
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____	Engineers Specification	_____	_____	IT Specialists
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____	Writers Structural	_____	_____	_____
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____	Engineers	_____	_____	_____
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	_____	Surveyors Transportation	_____	_____	_____
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____	Engineers	_____	_____	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.)

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)
x) N/A		
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

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:	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

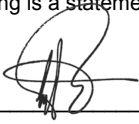
9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

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's qualifications for the proposed project.

11. The foregoing is a statement of facts.

Date:

Signature:  _____

Typed Name and Title:

STANDARD FORM (SF) 254 Architect-Engineer and Related Services Questionnaire	1. Firm Name/Business Address: Frontier Land Surveying, LLC 14901 N Lincoln Blvd. Edmond, OK 73013	2. Year Present Firm Established <p style="text-align: center;">2014</p>	3. Date Prepared: <p style="text-align: center;">05/16/2023</p>																																
	4. Specify type of ownership and check below, if applicable.		<input checked="" type="checkbox"/> A. Small Business <input checked="" type="checkbox"/> B. Small Disadvantaged Business <input checked="" type="checkbox"/> C. Woman-owned Business																																
	1a. Submittal is for <input checked="" type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office																																		
	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) Kelly Farmer, President, 405-285-0433 2) Joe Farmer, Vice President, 405-285-0433																																			
7. Present Offices: City / State / Telephone / No. Personnel Each Office Edmond / OK / 405-285-0433 / 17 Skiatook / OK / 918-606-8750 / 1		7a. Total Personnel <u>18</u>																																	
8. Personnel by Discipline: (List each person only once, by primary function.)																																			
<table style="width:100%; border: none;"> <tr> <td><u>1</u> Administrative</td> <td>_____ Electrical Engineers</td> <td>_____ Oceanographers</td> <td>_____ _____</td> </tr> <tr> <td>_____ Architects</td> <td>_____ Estimators</td> <td>_____ Planners: Urban/Regional</td> <td>_____ _____</td> </tr> <tr> <td>_____ Chemical Engineers</td> <td>_____ Geologist</td> <td>_____ Sanitary Engineers</td> <td>_____ _____</td> </tr> <tr> <td>_____ Civil Engineers</td> <td>_____ Hydrologists</td> <td>_____ Soils Engineers</td> <td>_____ _____</td> </tr> <tr> <td>_____ Construction Inspectors</td> <td>_____ Interior Designers</td> <td>_____ Specification Writers</td> <td>_____ _____</td> </tr> <tr> <td><u>5</u> Draftsmen</td> <td>_____ Landscape Architects</td> <td>_____ Structural Engineers</td> <td>_____ _____</td> </tr> <tr> <td>_____ Ecologists</td> <td>_____ Mechanical Engineers</td> <td><u>12</u> Surveyors</td> <td>_____ _____</td> </tr> <tr> <td>_____ Economists</td> <td>_____ Mining Engineers</td> <td>_____ Transportation Engineers</td> <td>_____ _____</td> </tr> </table>				<u>1</u> Administrative	_____ Electrical Engineers	_____ Oceanographers	_____ _____	_____ Architects	_____ Estimators	_____ Planners: Urban/Regional	_____ _____	_____ Chemical Engineers	_____ Geologist	_____ Sanitary Engineers	_____ _____	_____ Civil Engineers	_____ Hydrologists	_____ Soils Engineers	_____ _____	_____ Construction Inspectors	_____ Interior Designers	_____ Specification Writers	_____ _____	<u>5</u> Draftsmen	_____ Landscape Architects	_____ Structural Engineers	_____ _____	_____ Ecologists	_____ Mechanical Engineers	<u>12</u> Surveyors	_____ _____	_____ Economists	_____ Mining Engineers	_____ Transportation Engineers	_____ _____
<u>1</u> Administrative	_____ Electrical Engineers	_____ Oceanographers	_____ _____																																
_____ Architects	_____ Estimators	_____ Planners: Urban/Regional	_____ _____																																
_____ Chemical Engineers	_____ Geologist	_____ Sanitary Engineers	_____ _____																																
_____ Civil Engineers	_____ Hydrologists	_____ Soils Engineers	_____ _____																																
_____ Construction Inspectors	_____ Interior Designers	_____ Specification Writers	_____ _____																																
<u>5</u> Draftsmen	_____ Landscape Architects	_____ Structural Engineers	_____ _____																																
_____ Ecologists	_____ Mechanical Engineers	<u>12</u> Surveyors	_____ _____																																
_____ Economists	_____ Mining Engineers	_____ Transportation Engineers	_____ _____																																
9. Summary of Professional Services Fees Received: (Insert index number)		Last 5 Years (most recent year first)																																	
	2022	2021	2020	2019	2018	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																													
Direct Federal contract work, including overseas	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																														
All other domestic work	<u>6</u>	<u>6</u>	<u>5</u>	<u>5</u>	<u>6</u>																														
All other foreign work*	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																														
* 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) 102	875	13,912	11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			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)
102	C	¹ PC-0477 MacArthur Blvd: NW 150th to 164th Street	City of Oklahoma City	30	12/16
102	C	² SC-0958 Sanitary Sewer Relief Interceptor	City of Oklahoma City	59	06/16
102	C	³ I-40/I-35 Dallas Junction, Oklahoma City	Oklahoma Department of Transportation	143	01/17
102	C	⁴ I-35 from I-44 to Waterloo, OK County	Oklahoma Department of Transportation	159	09/17
102	C	⁵ Wiley Post Runway Topographic Survey	City of Oklahoma City	44	04/22
102	C	⁶ Will Rogers World Airport Apron	City of Oklahoma City	78	10/22
102	C	⁷ Will Rogers World Airport RW 13-31	City of Oklahoma City	14	08/19

102	C	⁸ Moore Railroad Underpass	Oklahoma Department of Transportation	19	07/16
102	C	⁹ Turner Turnpike, Luther	Oklahoma Turnpike Authority	474	07/22
102	C	¹⁰ US-75, Tulsa Co.	Oklahoma Department of Transportation	425	08/22
102	C	¹¹ SH-76, McClain Co.	Oklahoma Department of Transportation	312	04/23
102	C	¹² SH-9, Cleveland Co.	Oklahoma Department of Transportation	283	08/19
102	C	¹³ John Kilpatrick Turnpike at SH-74	Oklahoma Turnpike Authority	222	09/22
102	C	¹⁴ I-44/US-75, Tulsa Co.	Oklahoma Department of Transportation	200	03/20
102	C	¹⁵ I-35 Southbound at JKT, Oklahoma Co.	Oklahoma Department of Transportation	183	10/22
		¹⁶			
		¹⁷			
		¹⁸			
		¹⁹			

		20			
		21			
		22			
		23			
		24			
		25			
		26			
		27			
		28			
		29			
		30			

12. The foregoing is a statement of facts

Kelly E Farmer

Typed Name and Title: **Kelly E. Farmer**

Date:

05/16/23

Architect-Engineer and Related Services Questionnaire

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

1. Less than \$100,000
2. \$100,000 to \$250,000
3. \$250,000 to \$500,000
4. \$500,000 to \$1 million

INDEX

5. \$1 million to \$2 million
6. \$2 million to \$5 million
7. \$5 million to \$10 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>)
05	Airports; Navajds; Airport Lighting; Aircraft Fueling	045	Highrise; Air-Rights-Type Buildings	089	Rehabilitation (<i>Buildings; Structures; Facilities</i>)
06	Airports; Terminals & Hangars; Freight Handling	046	Highways; Streets; Airfield Paving Parking Lots	090	Resource Recover; Recycling
07	Arctic Facilities	047	Historical Preservation	091	Radio Frequency Systems &Shieldings
08	Auditoriums & Theatres	048	Hospital & Medical Facilities	092	Rivers; Canals; Waterways; Flood Control
09	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
11	Bridges	051	Hydraulics & Pneumatics	095	Seismic Designs & Studies
12	Cemeteries (<i>Planning & 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
15	Codes; Standards; Ordinances	055	Interior Design; Space Planning	099	Solid Wastes; Incineration; Land Fill
16	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
18	Communication Systems; TV: Microwave	058	Laboratories; Medical Research Facilities	102	Surveying.; Platting; Mapping; Flood Plain Studies
19	Computer Facilities; Computer Service	059	Landscape Architecture	103	Swimming Pools
020	Conservation and Resource Management	060	Libraries; Museums; Galleries	104	Storm Water Handling & Facilities
21	Construction Management	061	Lighting (<i>Interiors; Display: Theatre, Etc.</i>)	105	Telephone Systems (<i>Rural; Mobile: Intercom, Etc.</i>)
22	Corrosion Control; Cathodic Protection; Electrolysis	062	Lighting (<i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i>)	106	Testing Inspection Services
23	Cost Estimating	063	Materials handling Systems; Conveyors; Sorters	107	Traffic & Transportation Engineering
24	Dams (<i>Concrete:Arch</i>)	064	Metallurgy	108	Towers (<i>Self-Supporting & Guyed Systems</i>)
25	Dams (<i>Earth; Rock</i>); Dikes; Levees	065	Microclimatology; Tropical Engineering	109	Tunnels & Subways
026	Desalinization (<i>Process & Facilities</i>)	066	Military Design Standards	110	Urban Renewals; Community Development
027	Dining Halls; Clubs; Restaurants	067	Mining & Mineralogy	111	Utilities (<i>Gas & 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
33	Environmental Impact Studies, Assessments or Statements	073	Oceanographic Engineering	117	Zoning; Land Use Studies
34	Fallout Shelters; Blast-Resistant Design	074	Ordnance; Munitions; Special Weapons	201	_____
035	Field Houses; Gyms; Stadiums	075	Petroleum Exploration; Refining	202	_____
36	Fire Protection	076	Petroleum and Fuel (<i>Storage and Distribution</i>)	203	_____
37	Fisheries; Fish Ladders	077	Pipelines (<i>Cross-Country - Liquid & Gas</i>)	204	_____
038	Forestry & Forest Products	078	Planning (<i>Community, Regional Areawide and State</i>)	205	_____
39	Garages: Vehicle Maintenance Facilities Parking Decks	079	Planning (<i>Site, Installation, and Project</i>)		
40	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: ECS Southwest, LLP 7801 N. Robinson Ave, Suite D-8 Oklahoma City, OK 73116	2. Year Present Firm Established 2005	3. Date Prepared: 05/23/2023																																
	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																																
	1a. Submittal is for <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office																																		
	5. Name of Parent Company, if any: Engineering Consulting Services LTD		5a. Former Parent Company Name(s), if any, and Year(s) Established: ECS Texas, LLP Engineering Consulting Services																																
6. Names of not more than Two Principals to Contact: Title/Telephone 1) Garrett Klingensmith, PE; VP, Branch Manager, 405.265.5501 2) Andy Wilshire, PE; Geotechnical Department Manager, 405.265.5501																																			
7. Present Offices: City / State / Telephone / No. Personnel Each Office 7a. Total Personnel <u>396</u> <table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;">Austin / TX / 512.837.8005 / 81</td> <td style="width:50%; border:none;">Oklahoma City / OK / 405.265.5501 / 16</td> </tr> <tr> <td style="border:none;">Dallas / TX / 972.392.3222 / 160</td> <td style="border:none;">San Antonio / TX / 210.528.1430 / 42</td> </tr> <tr> <td style="border:none;">Fort Worth / TX / 682.350.2250 / 33</td> <td style="border:none;">Salt Lake City / UT / 970.743.9965 / 4</td> </tr> <tr> <td style="border:none;">Houston / TX / 713.955.1980 / 57</td> <td></td> </tr> </table>				Austin / TX / 512.837.8005 / 81	Oklahoma City / OK / 405.265.5501 / 16	Dallas / TX / 972.392.3222 / 160	San Antonio / TX / 210.528.1430 / 42	Fort Worth / TX / 682.350.2250 / 33	Salt Lake City / UT / 970.743.9965 / 4	Houston / TX / 713.955.1980 / 57																									
Austin / TX / 512.837.8005 / 81	Oklahoma City / OK / 405.265.5501 / 16																																		
Dallas / TX / 972.392.3222 / 160	San Antonio / TX / 210.528.1430 / 42																																		
Fort Worth / TX / 682.350.2250 / 33	Salt Lake City / UT / 970.743.9965 / 4																																		
Houston / TX / 713.955.1980 / 57																																			
8. Personnel by Discipline: (List each person only once, by primary function.)																																			
<table style="width:100%; border:none;"> <tr> <td style="width:25%;"><u>33</u> Administrative</td> <td style="width:25%;">_____ Electrical Engineers</td> <td style="width:25%;">_____ Oceanographers</td> <td style="width:25%;"><u>12</u> Geotechnical Engineer</td> </tr> <tr> <td><u>2</u> Architects</td> <td>_____ Estimators</td> <td>_____ Planners: Urban/Regional</td> <td><u>8</u> Construction Materials Manager</td> </tr> <tr> <td>_____ Chemical Engineers</td> <td><u>5</u> Geologist</td> <td>_____ Sanitary Engineers</td> <td><u>1</u> Drillers</td> </tr> <tr> <td>_____ Civil Engineers</td> <td>_____ Hydrologists</td> <td>_____ Soils Engineers</td> <td><u>12</u> Environmental Scientists</td> </tr> <tr> <td>_____ Construction Inspectors</td> <td>_____ Interior Designers</td> <td>_____ Specification Writers</td> <td><u>255</u> Technicians</td> </tr> <tr> <td>_____ Draftsmen</td> <td>_____ Landscape Architects</td> <td>_____ Structural Engineers</td> <td><u>16</u> Professional Engineers</td> </tr> <tr> <td>_____ Ecologists</td> <td>_____ Mechanical Engineers</td> <td>_____ Surveyors</td> <td><u>52</u> Project Managers</td> </tr> <tr> <td>_____ Economists</td> <td>_____ Mining Engineers</td> <td>_____ Transportation Engineers</td> <td>_____</td> </tr> </table>				<u>33</u> Administrative	_____ Electrical Engineers	_____ Oceanographers	<u>12</u> Geotechnical Engineer	<u>2</u> Architects	_____ Estimators	_____ Planners: Urban/Regional	<u>8</u> Construction Materials Manager	_____ Chemical Engineers	<u>5</u> Geologist	_____ Sanitary Engineers	<u>1</u> Drillers	_____ Civil Engineers	_____ Hydrologists	_____ Soils Engineers	<u>12</u> Environmental Scientists	_____ Construction Inspectors	_____ Interior Designers	_____ Specification Writers	<u>255</u> Technicians	_____ Draftsmen	_____ Landscape Architects	_____ Structural Engineers	<u>16</u> Professional Engineers	_____ Ecologists	_____ Mechanical Engineers	_____ Surveyors	<u>52</u> Project Managers	_____ Economists	_____ Mining Engineers	_____ Transportation Engineers	_____
<u>33</u> Administrative	_____ Electrical Engineers	_____ Oceanographers	<u>12</u> Geotechnical Engineer																																
<u>2</u> Architects	_____ Estimators	_____ Planners: Urban/Regional	<u>8</u> Construction Materials Manager																																
_____ Chemical Engineers	<u>5</u> Geologist	_____ Sanitary Engineers	<u>1</u> Drillers																																
_____ Civil Engineers	_____ Hydrologists	_____ Soils Engineers	<u>12</u> Environmental Scientists																																
_____ Construction Inspectors	_____ Interior Designers	_____ Specification Writers	<u>255</u> Technicians																																
_____ Draftsmen	_____ Landscape Architects	_____ Structural Engineers	<u>16</u> Professional Engineers																																
_____ Ecologists	_____ Mechanical Engineers	_____ Surveyors	<u>52</u> Project Managers																																
_____ Economists	_____ Mining Engineers	_____ Transportation Engineers	_____																																
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																																
<table style="width:100%; border:none;"> <thead> <tr> <th style="border:none;"></th> <th style="border:none;">2019</th> <th style="border:none;">2020</th> <th style="border:none;">2021</th> <th style="border:none;">2022</th> <th style="border:none;">2023</th> </tr> </thead> <tbody> <tr> <td style="border:none;">Direct Federal contract work, including overseas</td> <td style="border:none; text-align:center"><u>1</u></td> <td style="border:none; text-align:center"><u>1</u></td> <td style="border:none; text-align:center"><u>1</u></td> <td style="border:none; text-align:center"><u>1</u></td> <td style="border:none; text-align:center"><u>1</u></td> </tr> <tr> <td style="border:none;">All other domestic work</td> <td style="border:none; text-align:center"><u>6</u></td> <td style="border:none; text-align:center"><u>6</u></td> <td style="border:none; text-align:center"><u>6</u></td> <td style="border:none; text-align:center"><u>6</u></td> <td style="border:none; text-align:center"><u>6</u></td> </tr> <tr> <td style="border:none;">All other foreign work*</td> <td style="border:none; text-align:center"><u>6</u></td> <td style="border:none; text-align:center"><u>6</u></td> <td style="border:none; text-align:center"><u>6</u></td> <td style="border:none; text-align:center"><u>6</u></td> <td style="border:none; text-align:center"><u>6</u></td> </tr> </tbody> </table>					2019	2020	2021	2022	2023	Direct Federal contract work, including overseas	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	All other domestic work	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	All other foreign work*	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>								
	2019	2020	2021	2022	2023																														
Direct Federal contract work, including overseas	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>																														
All other domestic work	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>																														
All other foreign work*	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>																														
*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) H11	2,563	56314	11) S05	842	2970	21) D07	234	1391
2) C10	2,229	22022	12) G01	143	2440	22) C06	133	1040
3) I01	191	8363	13) H09	169	2245	23) E02	103	977
4) E09	2,229	8267	14) P12	106	2235	24) E12	21	755
5) T02	276	7776	15) H10	141	2201	25) S05	316	650
6) O01	343	5558	16) A06	48	2099	26) E07	15	611
7) W01	288	5407	17) R04	161	1953	27) F02	16	546
8) H06	62	5406	18) S06	39	1743	28) C15	15	534
9) H07	306	5268	19) W03	82	1677	29) E10	79	503
10) E13	221	3430	20) A10	98	1452	30) S13	32	462

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)
T02	P	¹ 2231.23 Exposition Blvd., Austin, TX	City of Austin, PO Box 1088, Austin, TX 78767	33	2019
T02	P	² City of Dallas, Mimms Dr, Dallas, TX	Dallas Parks and Recreation, 1500 Marilla Street, Roof 3FN, Dallas, TX 75201	22	2021
T02	P	³ Squatty Lyons Park, Houston TX	City of Houston, 900 Bagby Street, 2nd Floor, Houston, TX 77002	65	2021
H07	C	⁴ Quebec Highlands Roadways, Thornton, CO	TM Crowley & Associates, Inc., 11312 Hazel Dell Parkway, Carmel, IN 46280	7	2021
A05	C	⁵ West Woodward Regional Airport Pavement Investigation, Woodward, OK	H.W. Lochner, Inc., 701 Cedar Lake Boulevard, Suite 230, Oklahoma City, OK 73114	12	2021
A06	C	⁶ Elk City Regional Runway, Elk City, OK	H.W. Lochner, Inc., 701 Cedar Lake Boulevard, Suite 230, Oklahoma City, OK 73114	3	2022
H07	C	⁷ Rush Creek Roadways Phase I, Edmond, OK	UBuildIt, 5120 Gaillardia Corporate Pl, Oklahoma City, OK 73142	3	Ongoing

E02	C	⁸ OSU Chi Omega Sorority House, Stillwater, OK	Cooper Project Advisors, 1701 N. Broadway Avenue, Oklahoma City, OK 73103	44	2022
E02	C	⁹ SNU Campus Improvements, Bethany, OK	Troy D. Rhodes and Company, 4323 NW 63rd St. Suite 201, Oklahoma City, OK 73026	13	2022
H11	C	¹⁰ Connors State College Presidents Residence, Warner, OK	Lippert Brothers Construction, 2211 E I 44 Service Road, Oklahoma City, OK 73136	5	2022
H11	C	¹¹ OU First Year Housing, Norman, OK	ADG Blatt, 920 W. Main St., Oklahoma City, OK 73106	24	202224
O01	P	¹² OCCC Campus Police Department Addition, Oklahoma City, OK	Oklahoma City Community College, 7777 S. May Ave, Oklahoma City, OK 73159	5	2019
T02	P	¹³ Golden Bear Pump Station, Carrollton, TX	City of Carrollton, 1945 E. Jackson Rd. P.O. Box 110535, Carrollton, TX 75011	17	2020
S05	P	¹⁴ McKinney Falls State Park - Visitor Center, Austin, TX	Texas Parks and Wildlife Department, 4200 Smith School Road, Austin, TX 73104	10	2020
S05	C	¹⁵ McGee Creek Authority Foundation Inv., Atoka, OK	Smith Roberts Baldischwiler, 100 N.E. 5th Street, Oklahoma City, OK 73104	14	2020
D05	C	¹⁶ ESD #3 Training Facility, Montgomery, TX	L2 Engineering, 3307 West, Conroe, TX 77304	4	2020
C10	C	¹⁷ UME Preparatory School, Dallas, TX	UME Preparatory Academy, 3838 Spur 408, Dallas, TX 75236	49	2018
H11	C	¹⁸ TWU P3 Student Housing Village, Denton, TX	Balfour Beaty Campus Solutions, 125 Technology Drive, Suite 003, Canonsburg, PA 15317	24	2019
E02	C	¹⁹ Prairie View A&M University Phase 9, Prairie View, TX	American Campus Communities, 12700 Hill Country Boulevard, Suite T-200, Austin, TX	56	2019

T02	C	20 MACU Athletic Facility, Oklahoma City, OK	Mid-America Christian University, 3500 SW 119th Street, Oklahoma City, OK 73170	8	2021
E02	C	21 Parker University Renovations, Dallas, TX	Parker University, 2540 Walnut Hill Lane, Dallas, TX 75229	6	2020
H07	C	22 TCCD SE Campus Jogging Trail, Arlington, TX	JQ Engineering, LLP, 3017 West 7th Street, Suite 400, Fort Worth, TX 76107	5	2020
E02	C	23 OSU DISCOVERY Signage, Oklahoma City, OK	Lippert Brothers Construction, 2211 E I 44 Service Road, Oklahoma City, OK 73136	3	2021
E02	C	24 TCCD STEC Building Addition South Campus, Fort Worth, TX	JQ Engineering, LLP, 3017 West 7th Street, Suite 400, Fort Worth, TX 76107	4	2019
		25			
		26			
		27			
		28			
		29			
		30			

12. The foregoing is a statement of facts



Typed Name and Title: Garrett Klingensmith, PE, VP

Date:

5/23/2023

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
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 & 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 & Guyed Systems</i>)
025	Dams (<i>Earth; Rock</i>); Dikes; Levees	065	Microclimatology; Tropical Engineering	109	Tunnels & Subways
026	Desalinization (<i>Process & Facilities</i>)	066	Military Design Standards	110	Urban Renewals; Community Development
027	Dining Halls; Clubs; Restaurants	067	Mining & Mineralogy	111	Utilities (<i>Gas & 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	_____
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 & Gas</i>)	204	_____
038	Forestry & Forest Products	078	Planning (<i>Community, Regional Areawide and State</i>)	205	_____
039	Garages: Vehicle Maintenance Facilities Parking Decks	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:		2. Year Present Firm Established	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.		
			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) 2)					
7. Present Offices: City / State / Telephone / No. Personnel Each Office			7a. Total Personnel _____		
8. Personnel by Discipline: (List each person only once, by primary function.)					
___ Administrative	___ Electrical Engineers	___ Oceanographers	_____		
___ 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	_____		
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		
Direct Federal contract work, including overseas	_____	_____	_____	_____	2. \$100,000 to \$250,000
All other domestic work	_____	_____	_____	_____	3. \$250,000 to 500,000
All other foreign work*	_____	_____	_____	_____	4. \$500,000 to \$1 million
*Firms interested in foreign work, but without such experience, check here: <input type="checkbox"/>			5. \$1 million to \$2 million		
			6. \$2 million to \$5 million		
			7. \$5 million to \$10 million		
			8. \$10 million or greater		

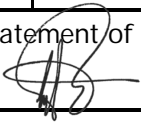
10. Profile of Firm's Project Experience, Last 5 Years								
Profile	Number of	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1)			11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			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)
		1			
		2			
		3			
		4			
		5			
		6			
		7			

		8			
		9			
		10			
		11			
		12			
		13			
		14			
		15			
		16			
		17			
		18			
		19			

		20			
		21			
		22			
		23			
		24			
		25			
		26			
		27			
		28			
		29			
		30			

12. The foregoing is a statement of facts



Typed Name and Title: _____

Date: _____

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,

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)*

- 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

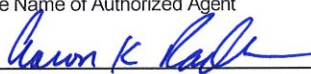
The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any 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

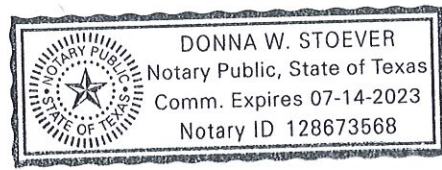
Aaron Rader, P.E.		Vice President
Type Name of Authorized Agent		Title
		
Signature		
Kimley-Horn and Associates, Inc.		
Company Name		
11700 Katy Freeway, Suite 800, Houston, TX	77079	
Address	Zip Code	
Phone: 281.597.9300 Fax: N/A		
Telephone Number and Fax Number if any		

TO BE COMPLETED BY THE NOTARY:

State of * Texas)

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

SS.



Signed and sworn to before me on this 16th day of May, 2023 by
Aaron Rader
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: _____ [Oklahoma]
My Commission Expires: 7/14/2023 [Date/Year]

Donna W. Stoever
Type Name of Notary Public
Donna W. Stoever
Signature of Notary Public

**EXHIBIT C
REQUIRED FORMS
FORM A-20
CONTRACT AWARD OFFER AND ACCEPTANCE FORM
Include in Request for Proposals**

RFP NUMBER: N/A **GRANT NUMBER:** N/A

PROJECT TITLE: On-Call Engineering Consultant Services

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

OFFER

By execution below the Offeror Kimley-Horn and Associates, Inc. hereby offers to furnish equipment and services for \$ N/A as specified in the RTA Request for Proposals (Number: RTA 2023-001) for (description of item or service) On-Call Engineering Consultant Services

_____ including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: Luke Schmidt, P.E., PTOE
Name

4727 Gailardia Pkwy, Suite 250
Street Address
Oklahoma City, OK 73142
City, State, Zip
Luke Schmidt P.E.
Signature of Authorized Signer
Associate
Title
405.241.5447
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	Frontier Land Surveying, LLC
Business Address1	600 W. 18th Street
City	Edmond
State	OK
Zip Code	73013
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	Yes
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	Yes
If you answered yes, to Question 1 or 2, how old is your firm?	8 years
What are the firms annual gross receipts?	\$2,724,098 (3 yr average)
Completed By:	Kelly E. Farmer
Title:	President
Signature:	<i>Kelly E Farmer</i>
Date:	05/23/2023

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Participation Subcontractor Information & Schedule**

DBE Name	Frontier Land Surveying		
DBE Address1	600 W. 18th Street		
City	Edmond		
State	OK		
Zip Code	73013		
Contact Name	Kelly Farmer		
Contact Phone Number	405-285-0433		
Contact E-Mail Address	kelly@fls-survey.com		
Participation % of Total Contract Value	TBD		
Description of Work to Be Performed	Survey		
Race and Gender of DBE Owner	Caucasian, Female		

LETTER OF INTENT TO SUBCONTRACT

Name of bidder/offeror Kimley-Horn and Associates, Inc.

Address: 4727 Gaillardia Parkway, Suite 250

City: Oklahoma City State: OK Zip: 73142

Email: luke.schmidt@kimley-horn.com Telephone: 405.241.5447

Name of DBE firm Frontier Land Surveying, LLC

Address: 600 W. 18th Street

City: Edmond State: OK Zip: 73013

Email: kelly@fls-survey.com Telephone: 405-285-0433

*Ethnicity: Caucasian Age of Firm: 8 years Annual Gross Receipts: \$2,724,098

Description of work to be performed by DBE firm:

Survey/SUE

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 \$ N/A

Bidder/offeror: Kimley-Horn and Associates, Inc.

Luke Schmidt P.E. (Signature)
(Title) Associate

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: Frontier Land Surveying, LLC

Kelly Farmer (Signature)
(Title) President

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.

Attest: (Corporate Seal)

Frontier Land Surveying, LLC
Name of contractor/sub-contractor

Kelly E Farmer
Signature of contractor/sub-contractor's Authorized Agent

Kelly E. Farmer, President
Name and title of Authorized Agent

The following statement must be executed.

State of Oklahoma)
§ County of Oklahoma



Subscribed and sworn before me this 5th day of June, 2023

Notary Public Shannon Doolittle

Notary Number 13007875

My Commission Expires: 8.27.2025

Company Name Branch 1st

Signature [Signature]

Title Branch Manager

Date June 5, 2023

DBE QUALIFICATION FORM

Yes 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

Yes 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 Frontier Land Surveying, LLC

Authorized Signature *Kelly E Farmer*

Title President Date 05/23/2023

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. 21st Street, Room 1-C-5
Oklahoma City, Oklahoma 73105
(405) 521-6046 Fax: (405) 522-2136

Please print the following information:

Firm Name Frontier Land Surveying, LLC

Authorized Signature *Kelly E Farmer*

Title President

Date 05/23/2023

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 0 % and the contract DBE goal is 0 % 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 Frontier Land Surveying, LLC

Signature 

Title President

Date 05/23/2023

CERTIFICATE OF LIABILITY INSURANCE

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).

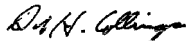
PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <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 :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </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 :		INSURER F :
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 :														
INSURER F :														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601														

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			CA4489663 (AOS) CA2970071 (MA)	04/01/2023	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Y/N <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	04/01/2024	<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	Professional Liab			B0146LDUSA2304949	04/01/2023	04/01/2024	Per Claim \$2,000,000
							Aggregate \$2,000,000

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

CERTIFICATE HOLDER <p style="text-align: center;">Sample Certificate</p>	CANCELLATION 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 
--	--

ATTACHMENT F Federal Terms and Conditions

As a recipient of Federal Transportation Administration (FTA) grants, the RTA agrees annually in the Master Agreement with the 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. The RTAs 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 most recent Master Agreement between the RTA and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Further, Contractor acknowledges and understands that federal requirements that apply to the Agreement may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the RTA's underlying agreement with the federal government under which federal assistance for this project was awarded to the 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 Agreement and parties thereto at any tier.

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 Agreement, 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 the 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 the FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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 the 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.

CIVIL RIGHTS AND EQUAL OPPORTUNITY

The RTA is an equal opportunity employer. As such, the RTA agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, the RTA agrees to comply with the

requirements of 49 U.S.C. § 5323(h) (3) by not using any federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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 the 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 (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 the 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 (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 the 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 the FTA may issue.

Contractor agrees to comply with, and assure that any subcontractor under this Agreement 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Contract Assurance

Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the 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, Contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the Contractor. In the event this Agreement contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains the RTAs prior written consent; and that, unless the 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 RTA 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 RTA 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 Agreement is subject to 49 C.F.R. part 26. Therefore, 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 Agreement. The RTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of Contractor's submission package, Contractor's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

DBE Participation

For the purpose of this Contract, the RTA 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 Agreement is set at 0%. This goal represents those elements of work under this Agreement performed by qualified DBEs for amounts totaling not less than 0% of the total Agreement price. Failure to meet the stated goal at the time of proposal submission may render Contractor non-responsive.

Proposed Submission

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 DBEs under this Agreement.
- B. A list of those qualified DBEs with whom Contractor intends to contract for the performance of portions of the work under the Agreement, the agreed price to be paid to each DBE for work, the Agreement items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Agreement 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 Agreement, 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 RTA.
- 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 Contractor is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of Contractor's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the RTAs 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 RTA 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.

Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBEs for elements of the Agreement:

- A. The names, addresses, and telephone numbers of DBEs 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 DBEs contacted in obtaining bonding or insurance required by Contractor or the RTA.

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 RTA may take into account the performance of other proposers in meeting the Agreement 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 RTA may view this as evidence of Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, Contractor may request administrative reconsideration. Contractor should make this request in writing to the RTAs Procurement Coordinator. The Procurement Coordinator will forward 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, 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. 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 RTA will send the Contractor a written decision on its reconsideration, explaining the basis for finding that 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 RTA. 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

Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the RTAs prior written consent. The RTA may provide such written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to

terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. 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 Agreement for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA 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 Agreement as the DBE that was terminated, to the extent needed to meet the Agreement 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 RTA shall monitor Contractor's DBE compliance during the life of the Agreement. In the event this procurement exceeds ninety (90) days, it will be the responsibility of Contractor to submit quarterly written reports to the RTA that summarize the total DBE value for this Agreement. These reports shall provide the following details:

- DBE utilization established for the Agreement;
- 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 Agreement; and
- The value of expenditures with each DBE firm from the inception of the Agreement 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. Contractor shall permit:

The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contracts between Contractor and other DBE parties entered into during the life of the Agreement.

The authorized representative(s) of the RTA, the DOT, and the Comptroller General of the United States to inspect and audit all data and record of Contractor relating to its performance under the DBE participation provision of this Agreement.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section.

Sanctions for Violations

If at any time the RTA has reason to believe that Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA 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 Contractor until such time as the issues concerning Contractor's compliance are resolved; and
- B. Termination or cancellation of the Agreement, in whole or in part, unless Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein.

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.

GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION (CONTRACTS EXCEEDING \$25,000)

Contractor shall comply and facilitate compliance with 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 (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, 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.

Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the federal government emerges, Contractor must promptly notify the RTA. 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.

LOBBYING (CONTRACTS OVER \$100,000)

Contractor certifies, to the best of his or her knowledge and belief, that:

- A. 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.
- B. 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.

Contractor 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The 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 Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the RTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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.

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 Agreement, 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 Agreement 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 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 the FTA under the authority of 49 U.S.C. chapter 53, the federal 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 the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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 (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.

SAFE OPERATION OF MOTOR VEHICLES

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 the 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 Agreement.

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 Agreement, 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.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems Contractor guilty of a breach of any term under the Agreement.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of Contractor, either directly or through other contractors;
2. The right to cancel this Agreement 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.

Rights and Remedies of Contractor

Inasmuch as Contractor can be adequately compensated by money damages for any breach of this Agreement which may be committed by the RTA, Contractor expressly agrees that no default, act, or omission of the RTA shall constitute a material breach of this Agreement, entitling Contractor to cancel or rescind the Agreement (unless the RTA directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of Contractor to complete a project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA 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. Contractor recognizes that in the event of a breach of this Agreement by Contractor before the RTA takes action contemplated herein, the RTA will provide Contractor with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1: Disputes arising in the performance of this Agreement that are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of the RTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the RTA. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the RTA shall be binding upon Contractor and Contractor shall abide by the decision.

Example 2: The RTA and 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 RTA 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 Agreement, 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 RTA 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 Agreement, and in accordance with the RTAs direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by the RTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages

Should either Party to the Agreement 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.

Remedies

Unless this Agreement provides otherwise, all claims, counterclaims, disputes, and other matters in question between the RTA and 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 RTA is located.

Rights and Remedies

The duties and obligations imposed by the Agreement 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 RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, 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 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 Agreement. 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.



Regional Transportation Authority
of Central Oklahoma

TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Freight Rail Coordination Reimbursement Agreement with BNSF Railway Company, cost not to exceed \$500,000 annually, August 16, 2023 through June 30, 2026.

Background The Regional Transportation Authority of Central Oklahoma (RTA) is exploring the possibility of operating a commuter rail service from Edmond to Norman that will operate on certain properties owned by BNSF.

The RTA and BNSF desire to work together to design the RTA's rail service in a manner that also protects BNSF freight and intercity passenger rail service.

The purpose of this Agreement is to establish the terms for the development of the RTA rail service plans and reimburse BNSF for certain costs incurred in connection with developing said plans.

Recommendation: Approve the Agreement.

Reviewed by:

A handwritten signature in black ink, appearing to read 'Jason Ferbrache'.

Jason Ferbrache
Interim Executive Director

FREIGHT RAIL COORDINATION REIMBURSEMENT AGREEMENT – PHASE I

This Freight Rail Coordination Reimbursement Agreement — Phase I (the “*Agreement*”) is hereby made as of _____, 2023 (the “*Effective Date*”), by and between the **Regional Transportation Authority of Central Oklahoma**, an Oklahoma public trust created pursuant to the authority of 60 O.S. § 176 et seq., as authorized by 68 OS §1370.7 (the “*RTA*”), with its principal office at 2000 S. May Ave, Oklahoma City, Oklahoma 73108, and **BNSF RAILWAY COMPANY**, a Delaware corporation (“*BNSF*”), with its principal office at 2600 Lou Menk Drive, Fort Worth, Texas 76161-0034 (each a “*Party*” and together, “*Parties*”).

Recitals:

A. RTA is an Oklahoma public trust exploring the possibility of operating a commuter rail service (the “*Project*”) on BNSF’s Red Rock Subdivision from Noble to Edmond, approximately located between BNSF’s Mile Posts 370 and 408;

B. BNSF owns and operates a freight rail franchise on rights of way located in Oklahoma;

C. RTA and BNSF are contemporaneously herewith entering into a confidentiality agreement regarding the provision of information by BNSF to RTA (form attached as **Exhibit A**);

D. BNSF and RTA acknowledge that physical plant enhancements and capital investments, including, without limitation, new main line tracks, signal systems and other structures on the BNSF ROW may be required to protect BNSF freight and intercity passenger rail if RTA were to commence commuter rail service on the BNSF ROW;

E. RTA and BNSF are currently discussing the possibility of entering into (a) a Purchase and Sale Agreement (the “*Purchase and Sale Agreement*”) providing, among other transactional items, for RTA’s purchase of (i) easements, and (ii) parcels of land located generally within or adjacent to the BNSF ROW, (b) a Freight Rail Coordination Reimbursement Agreement — Construction Phase (the “*Construction Agreement*”), and a (c) Joint/Shared Use Agreement or a Service Agreement;

F. The purpose of this Agreement is to reimburse BNSF for certain Costs incurred by BNSF in connection with RTA Improvements and RTA Work; and

G. The Parties acknowledge that the planning of the Project will likely require governmental approval processes. The processes for the Project are ongoing and the Project may change to address those processes which may increase the Costs BNSF incurs related to designing or reviewing design for the Project and may further affect the BNSF Modifications, RTA Improvements, or RTA Work, including whether they will be constructed.

AGREEMENT

NOW THEREFORE, in consideration of the recitals and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

ARTICLE I DEFINED TERMS AND EXHIBITS

1.1 **Defined Terms.** All recitals in this Agreement are incorporated as part of the Parties' agreement and each of the Parties represent and warrant to the other that the recitals are true. Each definition in this Agreement includes the singular and the plural. As used in this Agreement, the following terms shall have the meanings set forth below:

“**BNSF Facilities**” means all railroad track, ties, ballast, bridges, structures, signals, and associated improvements located on the BNSF ROW as of the date hereof or in the future constructed, owned, or controlled by BNSF, including without limitation, the BNSF Modifications and specifically excluding all RTA Improvements on RTA Easement.

“**BNSF Modifications**” means modification to and replacement of existing BNSF Facilities located on the BNSF ROW to facilitate the construction of RTA Improvements.

“**BNSF ROW**” the full width of the portion of the railroad right of way or other property owned or used by BNSF that lies within the Red Rock Subdivision between Mileposts 370 and 408.

“**Cost**” has the meaning set forth in Section 2.7.D herein.

“**Initial Project Elements**” means the design and exploratory work for BNSF Modifications, RTA Work, and RTA Improvements as further described in **Exhibit B**.

“**Joint Working Group**” has the meaning set forth in Section 2.3.D herein.

“**RTA Improvements**” means the track, ties, ballast, bridges, culverts, structures, stations, platforms, signals, and associated facilities and systems required to construction the Project.

“**RTA Work**” means the work that will be performed by RTA in preparation for the BNSF Modifications.

“**Red Rock Subdivision**” means the BNSF mainline running from mileposts 350 to 410 near Oklahoma City, Oklahoma.

“**Services**” has the meaning set forth in Section 2.2.A herein.

1.2 Exhibits

The following exhibits are incorporated herein:

Exhibit A Confidentiality Agreement

Exhibit B Initial Project Elements

Exhibit C Form of Task Order

ARTICLE II
SCOPE AND DEVELOPMENT PROCEDURES

2.1 Clarification of Terminology

BNSF and RTA agree that BNSF is an owner of property on which RTA wishes to design its Project. It is understood and agreed that, as applied to work or activities performed or carried out as part of this Agreement, BNSF is not, and shall not be considered, a contractor providing services to RTA hereunder. For convenience, in this Agreement the Parties may use standard contracting terminology, including but not limited to the terms “services,” “task order,” “cost(s),” “fee(s),” “payment(s),” “reimbursement(s),” or “invoice(s).”

2.2 Scope of Services.

A. The Parties recognize that the Project will be a long-term effort, and the planning and design effort will likely entail an iterative cooperative process based on the information that is developed. BNSF will make commercially reasonable efforts to perform the following (collectively, “*Services*”) related to the Project when such Services are authorized under a fully executed Task Order (defined below).

2.3 Design Process.

A. Submissions.

1. BNSF shall submit iterations of conceptual drawings to RTA for review and comment. The Parties will cooperate in providing information or documents to each other, to the extent the information is not proprietary, to assist each other in determining the feasibility of building and operating a commuter rail line in proximity to or sharing BNSF’s main line(s). The Parties will endeavor in good faith to address any issues or concerns that may arise with the drawings and make revisions thereto.

2. The Parties and their contractors/consultants will be reasonably available to participate in conference calls, attend and participate in a variety of meetings, and ongoing coordination of site investigation, right of way and engineering planning-and design.

B. Design Standards.

1. The Parties agree that the Project will be designed in such a manner that the Project if and when constructed will not have an adverse impact on BNSF nor compromise BNSF’s ability to meet current and future freight shipper demands, or expansion within BNSF ROW including but not limited to rail signaling systems, access road, and a future second mainline track.

2. The Parties shall ensure that all Project components are and shall be designed in accordance with all applicable laws, rules, regulations, and American Railway Engineering and Maintenance-of-Way Association (“*AREMA*”) guidelines, including, without limitation, any studies, laws, rules, regulations or guidelines governing the design of any barriers. For the design of work to be done within any RTA Easement RTA shall ensure that such component is and shall be in accordance with the most current standards and specifications of BNSF (the “BNSF Standards and Specifications”). The Parties acknowledge that there may not be applicable AREMA guidelines or BNSF standards for some of these components. As between AREMA guidelines and BNSF standards, where applicable, the higher guideline or standard will apply.

C. RTA Review.

1. Whenever BNSF has an iteration of conceptual design ready for review by RTA, BNSF must provide RTA's designated representative with plans and specifications, electronic CAD drawings and/or such other information reasonably necessary for RTA to review.

2. RTA will be solely responsible for determining whether the conceptual design plans and specifications to support the RTA Improvements meet its needs and will provide for safe operation of commuter rail service.

D. Task Orders. RTA will use a Task Based request system in which it identifies the specific Services it desires from BNSF along with a Task Order Number that will be utilized by BNSF for its invoices. Each Task Order shall include a defined scope, schedule for such scope of work, detailed estimate of the cost categories specified in **Exhibit B** above, an estimated maximum budget, and will identify any contractors or consultants BNSF intends to use and be countersigned by RTA and BNSF (Sample Task Order attached as **Exhibit C**). Task Orders that have been agreed to and executed by BNSF and RTA (each a "**Task Order**") shall constitute BNSF's notice to proceed with the scope of work described in the Task Order in accordance with the schedule in the Task Order.

E. Joint Working Group. BNSF and RTA shall establish a joint working group for coordinating issues related to the Initial Project Elements, the design of the Project, including the evaluation, documentation, and coordination of work for which costs and expenses are to be reimbursed as described in Section 2.7 herein (the "**Joint Working Group**"). Each Party shall designate a representative for such Joint Working Group and the representatives shall establish a schedule for joint meetings and bring such other individuals to such meetings as they deem appropriate to expedite the processes established in this Section and expedite resolution of any issues arising in connection with such processes. At Joint Working Group meetings, the Parties will, among other things, review, and discuss proposed schedules and plans, review respective responsibilities and obligations, discuss procedures for evaluating, documenting, and coordinating work for the Costs to be reimbursed. The representatives on such Joint Working Group shall have no authority to bind either Party, it being understood that the Joint Working Group is intended to be a forum for discussion and for the representatives attending the sessions to make recommendations to the respective Party they represent. Formal approval of the plans and specifications and schedule will be made through execution of the Construction Agreement, or an amendment thereto.

F. Warranty. BNSF MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IT PROVIDES TO RTA. NOTWITHSTANDING BNSF'S PROVISION OF THE SERVICES, RTA REMAINS SOLELY RESPONSIBLE FOR PLANNING AND IMPLEMENTING THE PROJECT, INCLUDING THE REASONABLENESS OF ALL DESIGN FEATURES. LIKEWISE, RTA MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IT PROVIDES TO BNSF.

2.4 **Provider of Services.** The Services may be performed directly by BNSF or by a BNSF contractor or consultant. The Services will be performed only to the extent set forth in mutually agreeable Task Orders signed by RTA and BNSF, as contemplated below.

2.5 **No Approval.** Nothing herein or any comments or information provided by BNSF as contemplated herein is meant to be or will be construed to be an expression of approval of the Project in whole or part by

BNSF. Likewise, nothing herein obligates BNSF to convey any real property interests to RTA, execute any Task Order, provide any other services or assets in relation to the Project, or to permit relocation of any BNSF right of way or BNSF Facilities. To the extent any of the foregoing is desired by RTA, the Parties would have to enter into separate definitive agreements. If RTA elects to move forward with the Project, either in whole or part, the Parties may, but are not required to, negotiate a separate agreement to cover the final design or construction phase of the Project and other activities. Any comments, approvals, assistance or other efforts by BNSF as part of the Services shall in no way obligate BNSF in any manner with respect to the design of the proposed Project or an indication that BNSF agrees that ultimately the proposed Project would be feasible as described above. Such comments, approvals, assistance, or other efforts shall not be deemed to be an affirmation that any plans and specifications, construction, operation or other matter related to the proposed Project is structurally sound or appropriate or have correct engineering calculations, or that any plans and specifications, construction, operation or other matter meets applicable regulations, laws, statutes or local ordinances and/or building codes. RTA shall be solely responsible for determining whether the plans and specifications, construction, maintenance, operation and repair of the system contemplated in the proposed Project meet its needs and will provide for safe operation of its proposed passenger operations.

2.6 **Term.** This Agreement be effective on the date this Agreement is executed by the authorized representatives of both Parties. This Agreement shall terminate on the earlier of:

- (A) June 30, 2026, or the completion of any plans and specifications and schedule through execution of the Construction Agreement, or its amendment(s);
- (B) Written notice by RTA or BNSF to the other that the Project should not proceed; or
- (C) Written notice by RTA to BNSF that RTA has determined that sufficient funds do not exist, or are not reasonably projected to exist, in order to complete the Project.

Either RTA or BNSF may terminate this Agreement with or without cause at any time on thirty (30) days prior written notice to the other party. Upon termination, all outstanding Task Orders shall also terminate, BNSF shall promptly submit to RTA any unbilled invoices, and RTA shall promptly pay BNSF for all unpaid Costs that have accrued through the termination date plus costs related to winding down work committed to prior to such cancellation. BNSF may terminate the Agreement immediately at any time if RTA breaches any provision herein or upon completion of Services related to all then existing executed Task Orders. The provisions of Agreement, excluding Sections 2.3.A, 2.3.B, 2.6 and **Exhibit C** will survive termination of this Agreement.

RTA shall reimburse BNSF for all actual costs incurred by BNSF prior to notice of cancellation or which are unavoidable by BNSF after notice of cancellation has been received.

2.7 **Fees and Payments.**

A. Method of Invoicing and Payment for Reimbursable Expenses.

RTA shall make payments to BNSF within thirty (30) days after receipt of an invoice for Costs incurred along with reasonable supporting documentation, such as time records, invoices, contracts, or receipts for expenses. For any Costs, BNSF will include the Task Order Number (if applicable), date of invoice and the applicable billing period. BNSF will deliver to RTA its final invoice for any work performed by BNSF or its BNSF's contractors under a Task Order or applicable agreement no later than six (6) months after substantial completion of the last portion of the work covered by such Task Order or applicable agreement. BNSF will submit an electronic and hard copy of all invoices no more than once per month to the RTA as follows:

RTA
Attn: Procurement
2000 S May Ave
Oklahoma City, OK 73108
Telephone: (405) 297-1854
Email: info@rtaok.org

and

Holmes and Associates LLC
Attn: Kathryn Holmes, RTA Owner's Representative
910 S Donner Way, Ste. 304
Salt Lake City, UT 84108
Telephone: (703) 999-4440
Email: kathryn@holmesassociatesllc.com

1. Late payments shall be subject to interest at the rate of 18% per annum (prorated over 360 days/year), unless otherwise limited by applicable law, in which case the highest rate permitted by law shall apply. RTA shall pay the Costs set forth in the BNSF invoice unless RTA disputes an amount set forth in the BNSF invoice in which case RTA may withhold only the Costs so disputed until the Parties resolve such dispute. BNSF shall continue with the responsibilities under the applicable agreement and any applicable Task Orders, during any dispute; provided, however, that if the dispute on an invoice continues for more than thirty (30) days after the date payment otherwise would be due under this Agreement, BNSF reserves the right to suspend the remaining work on the Task Order for which payment was withheld until the parties resolve such dispute.

2. The Parties may, upon mutual agreement in writing, elect to use fixed prices for a defined scope of reimbursable expenses rather than on an actual cost reimbursement basis.

B. Cost. For purposes of this Agreement, "**Cost**" means all actual and reasonable costs and expenses incurred by BNSF or a BNSF contractor or consultant in the performance of (i) any of the Services requested by RTA and authorized by a Task Order to which this Agreement applies, or (ii) any Services within the scope of work otherwise identified or agreed to pursuant to a separate agreement between the Parties, and all actual costs and expenses of labor, travel, vehicles, lodging, meals, supplies, machinery, tools and materials incurred for or in connection with BNSF's provision of the Services, overhead, applicable sales, use, business and occupation, public utility taxes or any other tax, government charged or assessed fee, or other like assessment or change of any kind, together with any interest, penalty, addition to tax or additional amount imposed by any government authority, and actual costs to administer the requirements of Task Orders or other applicable agreements between the Parties. Travel, vehicle, lodging, and meals expenses shall be in accord with BNSF's travel and expense policies. Costs may include applicable sales and use taxes. RTA, as an Oklahoma public trust, may challenge the State of Oklahoma or any local governmental entity regarding the validity of any sales or use taxes imposed in connection with any aspect of the Project, but any such challenge will not delay the obligation or time required for payment to BNSF hereunder. If RTA is successful in any such challenge, RTA may be entitled to any refund from the applicable government agency but not from BNSF. BNSF agrees to cooperate with RTA in its efforts to challenge the validity of any sales or use tax and obtain a refund.

C. Not to Exceed Amount. Total compensation paid by the RTA to BNSF under this Agreement and any task orders hereunder shall not exceed five-hundred thousand dollars (\$500,000) per RTA fiscal year (Jul-Jun) for the duration of this Agreement without the written approval of the RTA Board of Directors.

2.8 **Audit.** Upon reasonable notice and during the applicable Audit Period (and during the periods described in clauses (i) and (ii) of this paragraph, below), a party will permit the other party, its auditors, or any other duly authorized agent to inspect and examine any records and supporting documentation pertaining to the performance of this Agreement (the “**Records**”) during normal business hours where such Records are normally kept and to allow interviews of any employees who might reasonably have information related to such Records, for a period of up to 2 years. Audits conducted by RTA under this provision shall be in accordance with generally accepted auditing standards. Such Records will be maintained by each party for the Audit Period, except in the event of (i) litigation between the parties arising out of or related to a separate agreement between the Parties, in which case the parties will maintain records related to such litigation as required by applicable law, or (ii) an audit commenced during the Audit Period that is not concluded until after the end of the Audit Period, in which case the parties will maintain Records related to such audit for the duration of such audit, but such extended period shall not to exceed two (2) years after the end of the Audit Period. Subject to the preceding sentence, Records will be made available upon request and reasonable prior notice. The party requesting review of Records will reimburse the other party’s reasonable expenses actually incurred in making such Records available. Upon completion of such inspection and examination, any adjustment required to any billings or payments will be made, paid or credited, as the case may be, in the next monthly billing cycle. No audit or adjustments are allowed after the Audit Period except with respect to the subject of audits or litigation commenced within the Audit Period. “**Audit Period**” means, with respect to BNSF’s obligations to maintain or provide records and with respect to any right to audit or adjust such charges, the three (3) year period beginning on the date of the final payment from RTA to BNSF for such work, and with respect to RTA’s obligations to maintain or provide records and with respect to any right to audit or adjust such charges, the three (3) year period beginning on the date of substantial completion of the applicable work. However, by entering into this Agreement, BNSF is not waiving and does not waive its right to refuse to allow or limit the examination of its records, books, documents, and accounting procedures and practices provided by any applicable law, statute, rule or regulation. Upon agreement by the Parties with such audit findings (through the process outlined in **Article IV** herein or otherwise) or upon final determination by a court of competent jurisdiction (including exhaustion of appeals), financial adjustments resulting from any audit by RTA shall be paid in full within thirty (30) days thereafter.

2.9 **Confidential and Proprietary Information.** The provisions of **Exhibit A** shall apply to all information and material provided by BNSF to RTA pursuant to this Agreement,

2.10 **No Future Obligation.** Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement or any course of dealing between RTA and BNSF shall obligate either of them to enter into the Construction Agreement, the Purchase and Sale Agreement or the Shared Use Agreement, or obligate BNSF to approve any plans and specifications or schedules proposed by RTA, any of which BNSF may reject in its sole discretion.

ARTICLE III NON-WAIVER OF IMMUNITY AND LIABILITY LIMITS

3.1 **Non-Waiver of Immunity and Liability Limit.** Nothing in this Agreement shall be construed to waive RTA’s immunities or liability limits under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et al., or other applicable state or federal law.

ARTICLE IV DISPUTE RESOLUTION

4.1 **Dispute Resolution Process**

A. **Preventing Conflicts.** The Parties agree to use commercially reasonable efforts to resolve issues or disputes arising out of or related to this Agreement using good faith negotiations, and except as otherwise provided in this Agreement, agree to engage sequentially in the dispute resolution process set forth in Section 4.1 herein.

B. **Process.** A resolution process shall be used for any unresolved issue, dispute or controversy between the Parties before any legal remedies are exercised. The dispute resolution process contains a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level, at the first level by its representative to the Joint Working Group, at the second level by its Assistant Vice President - Engineering Services and at the third level by its Vice President - Engineering. RTA is represented at the first level by its representative to the Joint Working Group, at the second level by its Executive Director or designee, and at the third level by its Executive Director or designee. At each level, representatives of the Parties shall meet (in person or via telephone) and continue to explore resolution until either Party determines, in good faith, that effective resolution is not possible at the current level, and notifies the other Party that the process is elevated to the next level. Either or both Parties may make a determination at any point during issue resolution at level three that the dispute resolution process has been exhausted.

ARTICLE V ADDITIONAL REQUIREMENTS FOR WORK FUNDED UNDER THIS AGREEMENT

5.1 **Record Keeping.** BNSF and RTA shall maintain such books, records, documents and other evidence relevant to this Agreement. These books, records, documents, and data shall be retained for at least six (6) years after the date of this Agreement, except in the event of litigation or settlement of claims arising during such six (6) year period, in which case the Parties agree to maintain them until such litigation is resolved either by a court of competent jurisdiction (including any appeals) or settled by the Parties. After such six (6) year period there shall be no adjustment of Costs except in the event of litigation or settlement of claims arising during such six (6) year period pertaining to the performance of this Agreement in which case any adjustment shall be as determined by a court of competent jurisdiction (including any appeals) or as settled by the Parties.

ARTICLE VI NOTICES

6.1 **Notices.** Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications under this Agreement whether or not specified for delivery to another person or office shall be in writing and shall either be: (i) delivered in person, (ii) deposited postage prepaid in the certified mail of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically with confirmation of receipt by telephone, with an original deposited postage prepaid in the first class mails of the United States, addressed to RTA at:

If to RTA at:

RTA
Attn: Procurement
2000 S May Ave
Oklahoma City, OK 73108
Telephone: (405) 297-1854
Email: info@rtaok.org

and

Holmes and Associates LLC
Attn: Kathryn Holmes, RTA Owner's Representative
910 S Donner Way, Ste. 304
Salt Lake City, UT 84108
Telephone: (703) 999-4440
Email: kathryn@holmesassociatesllc.com

or to BNSF at:

BNSF Railway Company
ATTN: Assistant Vice President Passenger Services
2600 Lou Menk Drive
P.O. Box 961034
Fort Worth, Texas 76161-0034

with a copy to:

BNSF Railway Company
ATTN: Vice President & Senior General Counsel
2500 Lou Menk Drive
Fort Worth, Texas 76131-2828

with a copy to:

BNSF Railway Company
ATTN: Assistant Vice President Engineering Services
2600 Lou Menk Drive
Fort Worth, Texas 76161-0034

or to such person and at such other addresses as either Party may designate for itself by notice in accordance with this Section. Each such notice or other document shall be deemed to be delivered to a Party when received at its address set forth or designated as above provided. The designated recipient shall be responsible for forwarding any notices to the Joint Working Group or specified officer or employee at his or her respective organization.

ARTICLE VII MISCELLANEOUS

7.1 Preparation. The Parties and their legal counsel have cooperated in drafting this Agreement. Accordingly, this Agreement shall be deemed the joint work product of the Parties and not be construed against either Party.

7.2 Approval. This Agreement is of no force or effect until signed by both Parties. By its execution RTA represents and warrants to BNSF that it has authority to enter into this Agreement and perform its obligations contemplated herein.

7.3 **Severability.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under applicable present or future laws, it is the intention of the Parties that the remainder of this Agreement will not be affected but will remain in full force and effect.

7.3 **Entire Agreement.** This is the entire agreement between the Parties regarding the Services and supersedes any prior discussions or agreements regarding the Services. The Parties agree that there are no agreements, representations, warranties, or generally applicable terms or conditions that are not expressly set forth in this Agreement. Headings are for ease of reference only, and are not part of the agreement.

7.5 **Amendments.** Except as otherwise expressly provided in this Agreement, no waiver, modification, addition, or amendment to this Agreement shall be of any force or effect unless reduced to writing executed by the authorized officers or agents of each Party.

7.6 **Assignment and Subcontracting.** Except as provided herein, neither RTA nor BNSF may assign any of its rights or subcontract any of its responsibilities under this Agreement without the prior written consent of the other party. Both Parties shall include in any subcontract any provisions necessary to make all of the provisions of this Agreement fully effective.

7.7 **Waivers.** Any waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder will be deemed a waiver of any other or subsequent breach.

7.8 **Authority.** The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Agreement.

7.9 **Applicable Law; Choice of Forum.** The laws of the United States of America and, to the extent not preempted by federal law, the laws of the State of Oklahoma shall govern the interpretation of this Agreement, the relationship of the Parties under this Agreement and all disputes relating to the matters stated in this Agreement, without regard to the choice of law principles of the State of Oklahoma. After exhaustion of the dispute resolution process required in **Article IV** herein, any litigation arising out of or in connection with this Agreement will be in the state or federal court with competent jurisdiction in Oklahoma County, Oklahoma, so long as jurisdiction is proper in such courts, and the Parties consent to the exercise by those courts of jurisdiction over their person, and consent to service of process issued by such courts. The parties hereby waive any defenses based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit filed in accordance with this section. Nothing in this Agreement shall be deemed a submission by BNSF to the jurisdiction of any state or local jurisdiction or a waiver of the preemptive effect of any federal or state law, regulation or ruling.

7.10 **Benefits.** This Agreement is intended for the sole benefit of the Parties hereto. Nothing in this Agreement is intended or may be construed to give any person or entity, other than the Parties hereto, their permitted successors, and permitted assigns, any legal or equitable right, remedy, or claim under this Agreement.

7.11 **Counterparts.** This Agreement shall be simultaneously executed, in duplicate counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

7.12 **Time of the Essence.** Time shall be of the essence of this Agreement and each and every term and condition hereof.

7.13. **State Certifications.** RTA acknowledges that BNSF is an interstate freight railroad with common carrier obligations. As such, BNSF is subject to a system of federal regulations that supersedes state jurisdiction on certain subjects. RTA also acknowledges that the Project is of no material benefit to BNSF and that BNSF has agreed to perform the Services solely at the request of and as an accommodation to RTA and not as a business opportunity for BNSF. RTA nonetheless asserts that BNSF is a contractor for purposes of state statutes that require contractors working for the state to certify their compliance with certain requirements. Subject to these facts, and without waiving any legal defenses to the applicability of enforceability of the state requirements, including federal preemption of state law, BNSF certifies as follows in relation to its performance of the Services:

A. **Expatriate Corporation.** As of the date of this Agreement, BNSF declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1.

B. **National Labor Relations Board.** BNSF is governed by the Federal Railroad Labor Act, which may preempt certain state labor laws. BNSF nonetheless certifies, pursuant to Public Contract Code section 10296, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against BNSF within the two (2) year period immediately preceding the date of this Agreement because of BNSF's failure to comply with an order of a federal court that orders BNSF to comply with an order of the National Labor Relations Board.

7.14 **No Agency Relationship.** BNSF is an independent contractor for all purposes and is entitled to no compensation from RTA other than that provided by this Agreement. BNSF shall inform RTA of its Federal Internal Revenue Service Employer Identification Number. BNSF, its employees, and officers shall not hold themselves out either explicitly or implicitly as officers, employees, or agents of RTA for any purpose whatsoever, nor are they authorized to do so.

7.15 **Incorporation of Exhibits.** Exhibits A, B, and C attached to this Agreement are hereby incorporated by this reference.

7.16. **Executive Director Authority.**

A. The Executive Director shall have the authority to administer this Agreement on behalf of the RTA.

B. Said authority shall include, but is not limited to, the authority to, consistent with the provisions in this Agreement:

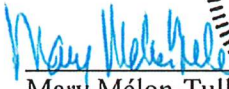
1. Issue and approve task orders;
2. Approve and make payment for approved charges on invoices;
3. Provide notices pursuant to and carry out the termination provisions in this Agreement;
4. Accept, approve, and consent to assignments of this Agreement; and
5. Amend this Agreement, provided such amendment does not result in additional cost to the RTA.

C. "Executive Director" shall mean the RTA Executive Director as appointed by the RTA Board of Directors pursuant to the RTAs Bylaws, as amended, and shall include any designee appointed by the Executive Director.

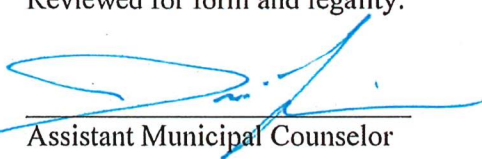
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the Effective Date.

APPROVED by the Directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 16th day of August, 2023.

ATTEST:



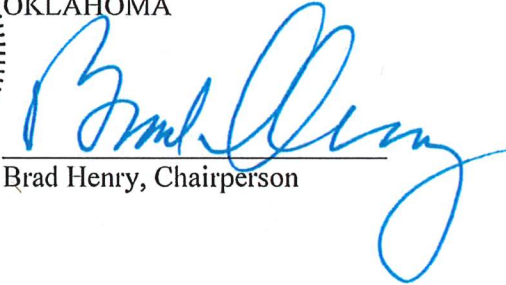
Mary Melon-Tully, Secretary



Assistant Municipal Counselor



REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA



Brad Henry, Chairperson

Reviewed for form and legality.

BNSF RAILWAY COMPANY

EXHIBIT A

Agreement Pertaining to Confidentiality of BNSF Information

[SEE ATTACHED]

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made as of the _____ day of _____, 2023 by the **Regional Transportation Authority of Central Oklahoma** (“**Recipient**”) in favor of BNSF RAILWAY COMPANY (“**BNSF**”).

WHEREAS, Recipient is exploring the possibility of operating a commuter rail service on BNSF’s Red Rock Subdivision around Oklahoma City, OK. (the “**Proposed Project**”); and

WHEREAS, in order to evaluate the Proposed Project, Recipient has requested BNSF provide Recipient access to certain confidential and proprietary information the unauthorized release of which could cause serious harm to BNSF; and

WHEREAS, BNSF is willing to make such information available for review by Recipient if it has adequate assurances that the information will be kept confidential.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient agrees as follows:

1. Recipient acknowledges that the following shall be “**Confidential Information**” subject to the terms of this Agreement: information in oral, written, graphic, machine readable or other tangible form (including, without limitation, trade secrets, research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment) provided or made available by or on behalf of BNSF. The term Confidential Information does not include information that (i) is already in Recipient’s possession (other than information previously furnished to Recipient by BNSF or its agents), provided that such information is not known by Recipient to be subject to another agreement or obligation of confidentiality, or (ii) becomes generally available to the public other than as a result of a disclosure by Recipient or those to whom Recipient has provided Confidential Information (Confidential Information shall not be deemed to be generally available to the public or in the public domain merely because any part of any Confidential Information is embodied in conclusions made by Recipient or general disclosures or because individual features, components, or combinations thereof are now known or become known to the public), or (iii) becomes available to Recipient on a non-confidential basis from a source other than BNSF its agents or advisors, provided that such source is not known by Recipient to be bound by an agreement or other obligation of confidentiality. Recipient shall keep all Confidential Information confidential and shall not, except as may be required by law, regulation or legal process binding upon Recipient, disclose, summarize, or otherwise provide any or all of the Confidential Information in any manner without the prior written authorization of BNSF, except as otherwise set forth in this Agreement.
2. Recipient may use any or all of the Confidential Information only for the purpose of its analysis of the Proposed Project. Recipient shall not use any of the Confidential Information for any other purpose. Confidential Information disclosed hereunder is and shall remain the property of BNSF. Disclosure of Confidential Information to Recipient shall not constitute any grant, option or license to Recipient under any invention, work, trade secret or other right now or hereinafter held by BNSF.
3. On a “need-to-know” basis only and solely for the purposes of assisting Recipient in evaluating the Proposed Project Recipient may disclose, summarize or otherwise provide any portion of the Confidential Information to Recipient’s employees or its agents. Recipient shall give a copy of this Agreement to all persons to whom it gives access to the Confidential Information and shall inform all

such persons that the Confidential Information is confidential and proprietary to BNSF, and that the Confidential Information must be maintained as confidential, and that none of the Confidential Information may be disclosed without prior written authorization by BNSF. Recipient shall ensure that such persons comply with all of the terms of this Agreement.

4. Upon written request by BNSF Recipient shall promptly return to BNSF all Confidential Information it received. Nothing in this Agreement shall impose any obligation on either party to enter into any contractual arrangement including the Proposed Project. If Recipient determines that it is not interested in pursuing the Proposed Project, Recipient shall promptly return to BNSF all Confidential Information it received.
5. BNSF makes no representation or warranty about the accuracy or completeness of any Confidential Information. Recipient releases and holds BNSF harmless from and against any loss or damage Recipient may sustain due to its reliance on any of the Confidential Information. The provisions of this Agreement shall not be amended, merged into or otherwise modified by any subsequent agreement entered into between Recipient and BNSF or any instrument executed by BNSF for Recipient's benefit unless such agreement or instrument expressly states so.
6. Recipient shall not, except as expressly set forth herein, cite or refer to any Confidential Information in any governmental or other legal proceeding or in any filing before a court or governmental agency, including but not limited to filings with the Surface Transportation Board or successor agencies. Notwithstanding any provision to the contrary, Recipient shall not be precluded from introducing evidence, pursuant to protective order or confidentiality agreement, any otherwise admissible Confidential Information in any administrative proceeding, litigation or arbitration arising out of the formation, negotiation or interpretation of any contract terms from any contract resulting from the Proposed Project.
7. If any party believes that the unauthorized disclosure of any or all of the Confidential Information is likely to occur, Recipient shall take all reasonable measures, and shall support any reasonable measures by BNSF, to prevent such disclosure. If an unauthorized disclosure of any or all of the Confidential Information has occurred, Recipient shall not interfere with any effort by BNSF to pursue legal and equitable remedies available in result of the unauthorized disclosure. Recipient must immediately notify BNSF of any request by anyone to examine, inspect or copy any documents or records that are in Recipient's possession related to the Confidential Information, or the service of any discovery request, court order, subpoena, or summons upon Recipient or any of its employees that would require the production or disclosure of any such documents or records.
8. It is understood and acknowledged that unauthorized release of any or all of the Confidential Information would cause immediate and irreparable harm to BNSF that could not be repaired and for which BNSF could not be fully compensated by money damages. Recipient agrees that BNSF may obtain injunctive relief to prevent or limit such unauthorized disclosure, and may also pursue any other remedies available under law or equity in result of an alleged or reasonably anticipated breach of this Agreement. Recipient agrees to pay any damages incurred by BNSF as a result of Recipient's breach of this Agreement, including but not limited to court costs and reasonable attorneys' fees.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of choice of law or conflicts of law. Recipient irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Tarrant County, Texas for any actions, suits or proceedings arising out of or relating to this Agreement. Each Party hereto hereby irrevocably and unconditionally waives trial by jury in any dispute, controversy or proceeding relating

to this Agreement or any other agreement entered into in connection therewith and for any counterclaim with respect thereto.

10. This Agreement shall be binding upon Recipient's successors and assigns, and shall inure to the benefit of BNSF's successors and assigns.
11. This Agreement shall terminate as of the date that is one year from the date Recipient returns the Confidential Information to BNSF as required in Section 4 of this Agreement.

RECIPIENT:

The Regional Transportation Authority of Central Oklahoma

By: 

Print Name: Jason Ferbrache

Title: Interim Executive Director

Recipient's Address: The Regional Transportation Authority of Central Oklahoma
2000 S May Ave.
Oklahoma City, OK 73108

EXHIBIT B
INITIAL PROJECT ELEMENTS

EXHIBIT C

TASK ORDER NO. ____

This Task Order No. ____ (“**Task Order**”) entered into as of the ____ day of _____, 20__ by and between **BNSF Railway Company** (“**BNSF**”) and the **Regional Transportation Authority of Central Oklahoma** (“**Authority**” or “**RTA**”) (collectively referred to as the “**Parties**”) with respect to the following recitals:

Recitals:

A. Authority and BNSF are parties to a certain Freight Rail Coordination Reimbursement Agreement, with an effective date of _____ (the “**Reimbursement Agreement**”), for coordination and planning regarding the Authority’s Commuter Rail Project in the State of Oklahoma (the “**Project**”) and for certain other work related to the Project as described in the Reimbursement Agreement; and

B. Pursuant to the Reimbursement Agreement, the parties desire to execute this Task Order to provide for the work described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. REIMBURSEMENT AGREEMENT This Task Order is issued in order to authorize the scope of work described herein. This Task Order does not express all of the terms and conditions relevant to the scope of work; accordingly, the Reimbursement Agreement and all of the provisions thereof are incorporated into this Task Order by this reference. Capitalized terms used but not identified in this Task Order shall have the definitions set forth in the Reimbursement Agreement. All attachments referenced in this Task Order are incorporated herein by such reference. The scope of work shall be performed in accordance with the requirements of the Reimbursement Agreement and, in the event of any inconsistency between the provisions of this Task Order and the Reimbursement Agreement, the provisions of the Reimbursement Agreement shall prevail.

2. SCOPE OF WORK This Task Order is for operations, engineering and legal review by BNSF of Authority’s submittals for:

In accordance with the Plan attached hereto as Schedule ____; related preliminary engineering studies and preliminary engineering necessary to move or reconfigure BNSF Facilities to accommodate the Project, Project needs; and participation in coordination activities related to these efforts at the Authority’s request.

3. SCHEDULE FOR SCOPE OF WORK The schedule for the scope of work will commence on the Effective Date of this Task Order and end on _____ unless otherwise agreed to in writing by the parties or terminated in accordance with the Reimbursement Agreement.

4. BUDGET For this task order the proposed budget is: \$ _____

Pursuant to the Reimbursement Agreement, Cost Categories can include all costs and expenses incurred by BNSF or a BNSF contractor or consultant in the performance of any of the Services covered by an executed Task Order, and all costs and expenses of labor, travel, vehicles, lodging, meals, supplies, machinery, tools and materials incurred for or in connection with BNSF's provision of the Services, overhead, applicable sales, use, business and occupation, public utility taxes or any other tax, government charged or assessed fee, or other like assessment or change of any kind, together with any interest, penalty, addition to tax or additional amount imposed by any government authority, and costs to administer the requirements of the Reimbursement Agreement and Task Orders.

The estimated amount of cost and expense to be incurred by BNSF is summarized in this Section 4 and/or in the Budget attached as Attachment . Any additional work incidental to that shown herein or in the Budget that is within the total amount of the Task Order, but not specifically detailed thereon, may be included as part of this contract by written request or approval of Authority.

A list of the contractors and consultants BNSF intends to use will be provided by BNSF prior to submittal of the first invoice. BNSF shall provide advance notice to RTA before billing for any additional contractors or consultants not identified on such initial list provided to RTA.

5. CONTACTS The Contacts for this Task Order will be as follows:

AUTHORITY: _____

BNSF: _____

6. FUNDING Intentionally Omitted.

7. GENERAL This Task Order may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.

This Task Order shall become effective upon the later of: (i) the date of signing by the last party (either BNSF or Authority) signing this Task Order, or (ii) the completion of Authority's review as indicated by the signature of Authority's representative, below.

BNSF Railway Company (BNSF)

BY: _____

Name:

Title:

Regional Transportation Authority of Central Oklahoma (AUTHORITY)

BY: _____

Name:

Title:

ATTACHMENT A TO TASK ORDER

Payment Procedures and Other State Requirements

1. **Fees and Payments.**

A. For purposes of this Agreement, “**Cost**” means all actual and reasonable costs and expenses incurred by BNSF or a BNSF contractor or consultant in the performance of any of the Services requested by the Authority, authorized by the agreement to which this Exhibit is attached, or Services within the scope of work otherwise identified or agreed to, and all actual costs and expenses of labor, travel, vehicles, lodging, meals, supplies, machinery, tools and materials incurred for or in connection with BNSF’s provision of the Services, overhead, applicable sales, use, business and occupation, public utility taxes or any other tax, government charged or assessed fee, or other like assessment or change of any kind, together with any interest, penalty, addition to tax or additional amount imposed by any government authority, and actual costs to administer the requirements of this Agreement and Task Orders. The Authority, as a State entity, shall have the right to challenge the validity of any taxes, assessments or fees, but any such challenge will not affect Authority’s obligation to reimburse such amounts incurred by BNSF or delay the time required for payment to BNSF hereunder. BNSF will reasonably cooperate in providing any documentation necessary to enable the Authority to collect any such refund in lieu of BNSF, as requested by the Authority. If Authority is successful in challenging any such amounts, any resulting refund will be the responsibility of Authority to obtain from the applicable governmental body and BNSF shall not be obligated to refund any such amounts.

B. Notwithstanding any additional requirements of this Agreement, invoices will also contain the Authority contract number, the Task Order Number (if applicable), date of invoice and the applicable billing period. BNSF will submit an electronic and hard copy of all invoices no more than once per month to the Authority’s Finance Department as follows:

-
2. **Prompt Payment Act, Disputes and Audit Rights.** Payment will be made in accordance with, and within the time specified in, the Reimbursement Agreement. All disputes and audit rights will be governed by the terms of the Reimbursement Agreement.
3. **Expatriate Corporation.** As of the date of this Agreement, BNSF declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1.
4. **National Labor Relations Board.** BNSF is governed by the Federal Railroad Labor Act, which may preempt certain state labor laws. BNSF nonetheless certifies, pursuant to Public Contract Code section 10296, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against BNSF within the two- (2-) year period immediately preceding the date of this Agreement because of BNSF’s failure to comply with an order of a federal court that orders BNSF to comply with an order of the National Labor Relations Board.
5. **Definitions.** Capitalized terms not otherwise defined in this Exhibit shall have the meaning set forth in the agreement to which it is attached.

ATTACHMENT B TO TASK ORDER

Budget and Cost Categories

For this Task Order # _____, the budget is:

\$ _____

Cost Categories

[To be included prior to execution of the Task Order]