



BOARD OF DIRECTORS MEETING AGENDA

AMENDED AGENDA

SPECIAL MEETING

WEDNESDAY, FEBRUARY 26, 2025

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 | Phil Fraim |
| 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 is as effective as communications with others. Anyone with a disability who requires accommodation, 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 meetings 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



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) 297-2484; or visit the website at www.rtaok.org

February 26, 2025
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
AMENDED SPECIAL MEETING

1. Call to Order – Brad Henry, RTA Board Chairperson
2. Roll Call – Brad Henry, RTA Board Chairperson
3. Consider Approval of Minutes
 - A. January 15, 2024, Regional Transportation Authority Regular 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 January 1, 2025, through January 31, 2025
7. Receive Annual Financial Report for the Fiscal Year ended June 30, 2024
8. Long-Range Transportation Plan update – presented by Kimley Horn
9. Consider approval of the Professional Services Agreement regarding FTA New Recipient Application entered into by and between Jacobs Engineering Group, Inc New Recipient and authorize the Interim Executive Director to issue a Notice to Proceed
10. Receive and discuss the proposed Fiscal Year 2026 Budget
11. Consider adopting a resolution authorizing travel for Interim Executive Director Ferbrache and Director James Boggs to travel to Washington, District of Columbia to present the property acquisition exception request to the Federal Transit Administration and to attend meeting with industry leaders; and authorize staff to coordinate and secure travel reservations using the Chase Bank Business Credit Card on behalf of the Board of Directors, estimated travel costs not to exceed \$4,000.
12. Public Comments – Brad Henry, RTA Board Chairperson
13. 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.



BOARD OF DIRECTORS MEETING AGENDA

14. Adjournment



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:38 p.m. on Wednesday, January 15, 2025, at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on January 13, 2025 at 3:56 p.m.

RTA Board of Directors Present

Brad Henry, Chairperson
Marion Hutchison, Vice Chairperson
Phil Fraim, Director
James Boggs, Treasurer
Aaron Curry, Director

Entity

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

RTA Board of Directors Absent

Mary Mélon-Tully, Secretary
Chuck Thompson, Director

City of Oklahoma City
City of Norman

Administrative Support Staff Present

Jason Ferbrache, Interim Executive Director
Jesse Rush, RTA Admin Support
Suzanne Wickenkamp, RTA Admin Support
Craig Butts, RTA Admin Support
Craig Keith, Legal Counsel

Guests Present

Justin Henry, OKC
Ethan Mazzio, ACOG
Steve Lackmeyer, The Oklahoman
John Michael Williams, Attorney
DeShawn Heusel, Halff & Associates

Sherry Jordan, City of Edmond Chamber
Randy Entz, City of Edmond Acting City
Manager

Consultants Present

Kathryn Holmes, Holmes & Assoc.

January 15, 2025

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

1. Call to Order – Brad Henry, RTA Board Chairperson – 2:38 p.m.

Chairperson Henry called the meeting to order at 2:38 p.m.

2. Roll Call – Brad Henry, RTA Board Chairperson

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

3. Consider Approval of Minutes

A. November 20, 2024 Regional Transportation Authority Regular Meeting

APPROVED: Moved by Fraim, seconded by Hutchison. AYES: Boggs, Fraim, Hutchison, Henry, and Curry. NAYS: None.

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

Interim Executive Director Ferbrache stated that the State of Oklahoma was awarded a Rail Crossing Elimination Planning Grant and acknowledged the great partnership between the RTA and the State. This grant will allow the RTA and the State to evaluate 52 rail crossings and begin prioritizing the crossings needing the most improvements and which crossing would benefit the most by spending capital funds on, not only for the flow of commuter rail but for the general safety of pedestrians.

Interim Executive Director Ferbrache thanked the Directors for providing the necessary and important feedback to the RTA's branding firm. The consultants are now at a point where they have narrowed down the top two or three options. Staff will be reaching out to schedule one more meeting prior to finalization.

Suzanne Wickenkamp, RTA Support Staff, introduced Craig Butts as the new member of the RTA support team.

Interim Executive Director Ferbrache stated that he will continue his role as the Interim Executive Director of the RTA, given the promotion of Jesse Rush to Director of Public Transit.

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

Kathryn Holmes, Owners Representative, stated that she along with members from ACOG and EMBARK staff have been working on the Long-Range Transportation Plan, which is a plan how the fixed-route system will be realigned to meet with commuter rail stops. Eventually, the Plan

will be presented to the RTA in February or March, depending on consultants' availability. Ms. Holmes, Interim Executive Director Ferbrache and a member from the Chambers attended a Ballot Initiatives conference in Ohio. It was very informative.

6. Receive Financial Reports and Ratify and Approve Claims

A. Period of November 1, 2024 through November 30, 2024

RECEIVED, RATIFIED AND APPROVED: Moved by Boggs, seconded by Curry. AYES: Boggs, Fraim, Hutchison, Henry, and Curry. NAYS: None.

B. Period of December 1, 2024 through December 31, 2024

RECEIVED, RATIFIED AND APPROVED: Moved by Boggs, seconded by Curry. AYES: Boggs, Fraim, Hutchison, Henry, and Curry. NAYS: None.

7. Public Comments – Brad Henry, RTA Board Chairperson

None.

8. New Business – Brad Henry, RTA Board Chairperson

Director Boggs recognized City of Edmond Chamber CEO Sherry Jordan and Acting City Manager Randy Entz.

9. Adjournment – 3:00 p.m.

ADJOURNED: Moved by Curry, seconded by Fraim. AYES: Boggs, Fraim, Hutchison, Henry, and Curry. NAYS: None.

APPROVED by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, this _____ day of _____ 2025.

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA**

Mary Mélon-Tully, Secretary

Brad Henry, Chairperson

**Regional Transportation Authority of Central Oklahoma
FY2025 Year End Forecast**

Presented February 19, 2025

Prepared by RTA Support Team (unaudited)

OPERATIONS

| Sources | YTD Actuals | Est. Remaining | Total YE | FY25 | | |
|----------------------------------|--------------------|----------------|--------------------|--------------------|-----------------|------------|
| | Jul-Jan | Feb-Jun | Forecast | Budget | Variance | Variance % |
| Local Contributions | \$1,517,536 | \$0 | \$1,517,536 | \$1,517,536 | \$0 | |
| Miscellaneous | \$71,561 | \$0 | \$71,561 | \$0 | \$71,561 | |
| Total Operations Revenues | \$1,589,097 | \$0 | \$1,589,097 | \$1,517,536 | \$71,561 | 5% |

Expenditures

| Contracts and Services | YTD Actuals | Est. Remaining | Total YE | FY25 | | |
|---|------------------|------------------|--------------------|--------------------|------------------|------------|
| | Jul-Jan | Feb-Jun | Forecast | Budget | Variance | Variance % |
| Professional Services - COTPA Administration | \$70,490 | \$50,352 | \$120,842 | \$120,842 | \$0 | |
| Professional Services - Holmes & Associates | \$316,882 | \$290,253 | \$607,135 | \$700,000 | \$92,865 | |
| Professional Services - Kimley Horn ⁽¹⁾ | \$68,161 | \$0 | \$68,161 | \$234,862 | \$166,701 | |
| Professional Services - On-Call Engineering Consultant | \$68,350 | \$15,650 | \$84,000 | \$100,000 | \$16,000 | |
| Transfer to Grant Activity for Local Grant Match ⁽²⁾ | \$49,526 | \$0 | \$49,526 | \$134,854 | \$85,328 | |
| BNSF Study Fee | \$43,963 | \$56,037 | \$100,000 | \$100,000 | \$0 | |
| Professional Services-Legal | \$0 | \$50,000 | \$50,000 | \$50,000 | \$0 | |
| Professional Service - Financial Planning Consultant | \$975 | \$32,000 | \$32,975 | \$100,000 | \$67,025 | |
| Professional Service - Economic Advising Consultant | \$13,636 | \$0 | \$13,636 | \$10,000 | -\$3,636 | |
| Independent Financial Audit | \$0 | \$9,700 | \$9,700 | \$9,700 | \$0 | |
| Website Hosting Fee | \$0 | \$807 | \$807 | \$2,500 | \$1,693 | |
| Branding | \$38,003 | \$106,008 | \$144,010 | \$250,000 | \$105,990 | |
| 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 | \$172 | \$828 | \$1,000 | \$1,000 | \$0 | |
| Printing & Binding | \$163 | \$87 | \$250 | \$500 | \$250 | |
| Postage | \$0 | \$100 | \$100 | \$100 | \$0 | |
| Mileage | \$0 | \$500 | \$500 | \$500 | \$0 | |
| Parking | \$66 | \$80 | \$146 | \$250 | \$104 | |
| Travel | \$0 | \$20,000 | \$20,000 | \$20,000 | \$0 | |
| Market Research Services | \$59,583 | \$9,250 | \$68,833 | \$111,000 | \$42,167 | |
| CIG Implementation Advisor | \$23,007 | \$44,000 | \$67,007 | \$90,000 | \$22,993 | |
| Other Services & Fees | \$1,080 | \$0 | \$1,080 | \$300 | -\$780 | |
| Total Contracts and Services | \$754,057 | \$697,002 | \$1,451,059 | \$2,047,758 | \$596,699 | 29% |
| Equipment and Supplies | | | | | | |
| Office Supplies | \$0 | \$320 | \$320 | \$320 | \$0 | |
| Food | \$8 | \$992 | \$1,000 | \$1,000 | \$0 | |
| Other Supplies | \$0 | \$200 | \$200 | \$200 | \$0 | |
| Total Equipment and Supplies | \$8 | \$1,512 | \$1,520 | \$1,520 | \$0 | 0% |
| Total Operations Expenditures | \$754,065 | \$698,513 | \$1,452,578 | \$2,049,278 | \$596,700 | 29% |

(1) This reflects estimated expenses from two invoices carried over from FY24

(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 | FY25 | | |
|---|------------------|----------------|------------------|------------------|------------------|------------|
| | Jul-Jan | Feb-Jun | Forecast | Budget | Variance | Variance % |
| Federal Grant ⁽³⁾ | \$79,241 | \$0 | \$79,241 | \$215,768 | \$136,527 | |
| Transfer from Operations for Local Grant Match ⁽⁴⁾ | \$49,526 | \$0 | \$49,526 | \$134,854 | \$85,328 | |
| Total Grant Revenues | \$128,767 | \$0 | \$128,767 | \$350,622 | \$221,856 | 63% |

Expenditures

| Contracts and Services | YTD Actuals | Est. Remaining | Total YE | FY25 | | |
|---|------------------|----------------|------------------|------------------|------------------|------------|
| | Jul-Jan | Feb-Jun | Forecast | Budget | Variance | Variance % |
| Professional Services - RAISE Grant Consultant Fees | \$128,767 | \$0 | \$128,767 | \$350,622 | \$221,856 | |
| Total Grant Expenditures | \$128,767 | \$0 | \$128,767 | \$350,622 | \$221,856 | 63% |

(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.

| | |
|--|-------------|
| FY25 Beginning Cash Balance | \$1,433,063 |
| FY25 Ending Cash Balance (Forecast) | \$1,569,582 |

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

| Period: 1/01/2025 to 1/31/2025 | | | | | |
|---------------------------------------|---------------------------|--|--------------------|--------------|---------------------|
| Date | Vendor | Description | Invoice No. | Cost | Total |
| 2/4/2025 | Holmes & Associates LLC | Consultant Fees - Labor | 225 | \$ 35,670.00 | |
| | | Cost Reimbursement RTA | 225 | \$ 1,075.93 | |
| | | | | | \$ 36,745.93 |
| 1/14/2025 | Allen, Gibbs & Houlik, LC | 2024 Audit Work | 966689 | \$ 5,000.00 | |
| | | | | | \$ 5,000.00 |
| 2/10/2025 | AlphaVu | Transit Research | 2138 | \$ 9,250.00 | |
| | | | | | \$ 9,250.00 |
| 1/31/2025 | Affirm | Strategic Marketing, Planning & Management - January | INV-4082 | \$ 6,007.50 | |
| | | | | | \$ 6,007.50 |
| 1/14/2025 | BNSF | Preliminary Design | 90279675 | \$ 890.63 | |
| | | | | | \$ 890.63 |
| 2/5/2025 | COTPA | Admin Services Fee | 25-108 | \$ 10,070.00 | |
| | | | | | \$ 10,070.00 |
| Total Claims | | | | | \$ 67,964.06 |

APPROVED by the Regional Transportation Authority of Central Oklahoma, and **SIGNED** by the Treasurer and Chairman on this 19th day of February 2025.

TREASURER:

**REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA**

James P. Boggs

Brad Henry, Chairperson

ATTEST:

Mary Mélon-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 #0225

February 4, 2025

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
 ATTN: Christina Hankins
 Christina.hankins@okc.gov

| Date | Billor | Description | Hours/Qty | Rate | Amount |
|----------------------------|--------|---|-----------|--------|--------------------|
| 1/01/2025 | KAH | RTA - TIME: Total time billed by K Holmes for the period 1/01/2025 to 1/31/2025 | 79.0 | 410.00 | 32,390.00 |
| 1/1/2025 | KAH | RTA - TRAVEL TIME: Total time billed by KAH | 16.0 | 205.00 | 3,280.00 |
| 1/01/2025 | KAH | RTA - COSTS: Total costs and expenses | | | \$1,075.93 |
| Invoice Balance Due | | | | | \$36,745.93 |

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



CPAs & ADVISORS

Allen, Gibbs & Houlik, LC
301 N. Main, Suite 1700
Wichita, KS 67202-4868

PHONE: 316.267.7231
FAX: 316.267.0339

*Christina Hankins
Regional Transportation Authority
2000 S May Ave
Oklahoma City, OK 73108-4446*

**Invoice No. 966689
Date 01/14/2025**

Client No. 75520

| | |
|--|-----------------|
| Progress Bill for RTA 2024 audit completed in December 2024 per contract dated September 16, 2020/amended 10/20/2021 | \$ 5,000.00 |
| Invoice Total | <u>5,000.00</u> |

Regional Transportation Authority, we appreciate your business!

Make all checks payable to Allen, Gibbs & Houlik, L.C.

If you would like to pay by ACH please contact us for further instructions

To make a payment online please go to www.aghlc.com and click on **Make a payment**

**RETURN ONE COPY WITH PAYMENT
PAYMENT DUE UPON RECEIPT**

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 # 2138
DATE 02/10/2025
DUE DATE 03/12/2025
TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|----------|----------|
| Social network intelligence, analysis, and reporting January 2025 Services --Retainer | 1 | 9,250.00 | 9,250.00 |

BALANCE DUE **\$9,250.00**



262.650.9900
affirmagency.com

N28W23050 Roundy Drive
Suite 100
Pewaukee, WI 53072

**RTA of Central Oklahoma
Kathryn Holmes
2000 S. May Ave.
Oklahoma City, OK 73108**

**Invoice # INV-4082
Invoice Date 1/31/2025**

| | |
|---|-------------------|
| Danny Mager | \$1,755.00 |
| -Branding and Marketing Services 14.5 hrs x \$135 / hr | |
| Meghan Walters | \$2,227.50 |
| -Branding and Marketing Services 16.5 hrs x \$135 / hr | |
| Amy Opad | \$202.50 |
| -Branding and Marketing Services 1.5 hrs x \$135 / hr | |
| Ryan Quade | \$1,350.00 |
| -Branding and Marketing Services 10.0 hrs x \$135 / hr | |
| Christina Galke | \$472.50 |
| -Branding and Marketing Services 3.5 hrs x \$135 / hr | |

| | |
|----------------------|-------------------|
| Invoice Total | \$6,007.50 |
| Amount Due | \$6,007.50 |

Make checks payable to AFFIRM Agency
Due upon receipt



INVOICE

CUSTOMER NUMBER : 1011660
INVOICE NUMBER : 90279675
AMOUNT :\$890.63
DATE :01/14/2025

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

REGIONAL TRANSPORTATION
AUTHORITY OF
CENTRAL OKLAHOMA
2000 S MAY AVE
OKLAHOMA CITY OK 73108
USA

FOR FURTHER INFORMATION:
EMILY BUI
(817)593-1021
EMILY.BUI@BNSF.COM

BNSF TIN NO.41-6034000

CONTRACT NO: SA7002424

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

PRELIMINARY ENGINEERING DESIGN FOR THE OKLAHOMA RTA TO EXPAND RAIL SERVICE FROM EDMOND TO NORMAN, OK.
L/S 7400, MP 370 TO 402, DOT # 012120A

100% BILLABLE TO REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

WBS 7-0024-24

PARTIAL # 10

| | |
|-----------------|----------|
| Total Costs: | \$890.63 |
| Billable Pct : | 100.00 % |
| Invoice Total : | \$890.63 |

This bill represents only charges posted to the identified WBS as of the last day of the month preceding the invoice date. Unless otherwise explicitly stated, further billings may be issued, should additional costs be identified for this WBS or other WBS' related to work at this location.



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

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

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

Invoice #: 2025-108

Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice Date: 2/3/25

Invoice For: *Administrative Services*

| Item # | Description | Qty | Unit Price | Discount | Price |
|--------|-----------------------------------|-----|-------------|----------|-------------|
| 1 | Admin Services Fee - January 2025 | 1 | \$10,070.00 | | \$10,070.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

NOTES: RTA PO # 2025-003

| | |
|------------------|--------------------|
| Invoice Subtotal | \$10,070.00 |
| Tax Rate | |
| Sales Tax | \$0.00 |
| Other | |
| Deposit Received | |

| | | |
|-----------------------------------|--------------|--------------------|
| Make all checks payable to EMBARK | TOTAL | \$10,070.00 |
|-----------------------------------|--------------|--------------------|



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Receive Annual Financial Report for the Fiscal Year ended June 30, 2024.

Background The Regional Transportation Authority of Central Oklahoma's (RTA) Trust Indenture requires an independent audit of its financial controls and the results compiled in an annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. The RTA is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the RTA is to comply with all statutory and regulatory requirements.

The Board of Directors approved the professional services agreement (PSA) with Allen, Gibbs, Houlik, L.C. (AGH) in September 2020, and the agreement was amended in September 2021. AGH completed their audit of the RTA's financials for the fiscal years ended June 30, 2024 and 2023. The annual report is hereby submitted to the Board.

The audit will be filed with the three member cities as required by the Trust Indenture and Agreement.

Recommendation: Receive the Annual Financial Report for the Fiscal Year ended June 30, 2024.

Jason Ferbrache
Interim Executive Director

Board of Trustees

Regional Transportation Authority of Central Oklahoma
Oklahoma City, Oklahoma

We are pleased to present this report related to our audit of the basic financial statements of the Regional transportation Authority of Central Oklahoma (the Authority) as of and for the year ended June 30, 2024. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the Authority's financial reporting process.

This report is intended solely for the information and use of the Board of Trustees and management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Auditing Standards generally accepted in the United States of America (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the basic financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial and related compliance reporting process.

This letter includes other comments and suggestions with respect to matters that came to our attention in connection with our audit of the Authority's financial statements. These items are offered as constructive suggestions to be considered part of the ongoing process of modifying and improving the Authority's practices and procedures.

Our Responsibilities with Regard to the Financial Statement and Compliance Audit

Our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States have been described to you in our arrangement letter dated October 20, 2021. Our audit of the basic financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit

We have issued a separate communication dated July 10, 2024 regarding the planned scope and timing of our audit and identified significant risks. We made no significant changes to the scope or timing of our procedures.

Accounting Policies and Practices

Preferability of Accounting Policies and Practices - Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.

Adoption of, or Change in, Accounting Policies - Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Authority. The Authority did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current period.

Significant Accounting Policies - We did not identify any significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Unusual Transactions - We did not identify any significant unusual transactions.

Management's Judgments and Accounting Estimates - Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events, and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates.

Audit Adjustments and Uncorrected Misstatements

There were no audit adjustments made to the original trial balance presented to us to begin our audit.

We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

Management Representations

In connection with our audit procedures, we have obtained a written management representation letter. This representation letter constitutes written acknowledgments by management that it has the primary responsibility for the fair presentation of the financial statements in conformity with generally accepted accounting principles and also includes the more significant and specific oral representations made by officers and employees during the course of the audit. The letter is intended to reduce the possibility of misunderstandings between us and the Authority and reminds the signing officers to consider seriously whether all material liabilities, commitments and contingencies or other important financial information have been brought to our attention.

Other Information Included in Annual Reports

Our responsibility for other information included in annual reports is to read the information and consider whether its content or the manner of its presentation is materially inconsistent with the financial information covered by our auditor's report, whether it contains a material misstatement of fact or whether the other information is otherwise misleading. We read the Authority's transmittal letter section. We did not identify material inconsistencies with the audited financial statements.

Observations About the Audit Process

We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit year; we encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements; we are not aware of any consultations management had with other accountants about accounting or auditing matters; no significant issues arising from the audit were discussed or the subject of correspondence with management; we did not encounter any difficulties in dealing with management relating to the performance of the audit; and we did not encounter any significant and difficult or contentious matters that required consultation outside the engagement team.

Shared Responsibilities for Independence

Independence is a **joint responsibility** and is managed most effectively when management, audit committees, and audit firms work together in considering compliance with AICPA and *Government Accountability Office* (GAO) independence rules. For Allen, Gibbs & Houlik, L.C. (AGH) to fulfill its professional responsibility to maintain and monitor independence, management, the audit committee, and AGH each play an important role.

Our Responsibilities

- AICPA and GAO rules require independence both of mind and in appearance when providing audit and other attestation services. AGH is to ensure that the AICPA and GAO's General Requirements for performing non-attest services are adhered to and included in all letters of engagement.
- Maintain a system of quality control over compliance with independence rules and firm policies.

The Authority's Responsibilities

- Timely inform AGH, before the effective date of transactions or other business changes, of the following:
 - New affiliates, directors, officers, or persons in financial reporting and compliance oversight roles.
 - Changes in the reporting entity impacting affiliates such as subsidiaries, partnerships, related entities, investments, joint ventures, component units, and jointly governed organizations.
- Provide necessary affiliate information such as new or updated structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to the Authority and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with AGH.
- Not entering into arrangements of nonaudit services resulting in AGH being involved in making management decisions on behalf of the Authority.
- Not entering into relationships resulting in AGH, AGH covered persons or their close family members, temporarily or permanently acting as an officer, director, or person in an accounting, financial reporting or compliance oversight role at the Authority.

Other Matters

Cybersecurity - Effective cybersecurity risk management continues to be more important than ever in today's environment. Those charged with governance and executive management (the governance team) face an enormous challenge: to oversee how the organization manages cybersecurity risk.

An effective cybersecurity risk management program includes assessments of your comprehensive risk, controls and vulnerabilities to provide reasonable, but not absolute, assurance that material breaches are prevented or detected, and mitigated in a timely manner. The combined effects of an organization's dependency on IT, the complexity of IT networks and business applications, extensive reliance on third parties and human nature (i.e., susceptibility to social engineering) are only likely to increase the need for effective cybersecurity risk management programs.

As a best practice, we encourage executive management to be intimately involved with the risk management program and to share the results with the governance team.

Comprehensive Policy and Procedure Review - Given the broad and deep scope of your operations, you should consider completing a comprehensive evaluation of the adequacy and effectiveness of the entity's internal financial policies, processes and procedures, including a comparison to best practices among organizations the same size.

For entities that have experienced budget cuts in the finance area or those that have experienced turnover, a periodic review of controls is imperative. Even if your finance team has been stable over the years, we remind you that even the best design of controls is only as good as the people who carryout and execute such controls.

Financial policies, procedures and processes are a key element of sound fiscal administration. When policies are effective, they can preserve or enhance the fiscal health and wealth of the organization and create efficiencies for staff members.

This comprehensive evaluation could include:

1. Evaluation of existing controls
2. Identification of financial policies that could lead to vulnerability to fraud and/or abuse
3. For those identified weaknesses and risks, recommendations for improvements

AGHUniversity Resources - As part of AGH's ongoing commitment to serve as a trusted advisor, we offer these resources as a key part of the additional value AGH provides beyond the engagement itself:

- AGHUniversity.com - a full schedule of complimentary CPE or current and relevant topics and other updates to clients throughout the year. Free registration and webinars are available for the Authority's staff and board members at aghuniversity.com. A sample of recent topics include Lease accounting; Become a destination employer: 5 factors you must get right; 6 steps to improving employee soft skills - Along with productivity and profitability; Measuring what matters in your 401(k) plan for recruitment, retention and reward; Cybersecurity: Protect your organization from cybercriminals; and 10 steps to prepare your business for a sale.
- AGH alerts and newsletters - This includes periodic mailings or emails to alert clients to new accounting standards or regulatory changes.

Internal Control Matters

In planning and performing our audit of the basic financial statements of the Authority as of and for the year ended June 30, 2024, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing, or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person

performing the control does not possess the necessary authority or competence to perform the control effectively.

A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the Authority's internal control to be a significant deficiency:

- Electronic Payment Processing – During fiscal year 2024, the Authority updated banking system authorized signors to align with staffing changes; however, during this process dual authorization requirements were inadvertently removed. In addition, three new vendors set-up during fiscal year 2024 had new vendor set-up forms provided by the vendor, but verification of banking information was not retained by the Authority. We recommend that management work with the bank to reestablish dual authorization requirements on electronic payments. Additionally, as more new vendors are established or changes to vendors occur, we recommend the vendor set-up forms be modified to include a step to note that banking information was verified through receipt of a cancelled check or similar documentation.

Closing

We will be pleased to respond to any questions you have about this report or set up an introductory meeting to discuss the other recommendations at no charge. We appreciate the opportunity to continue to be of service to Regional Transportation Authority of Central Oklahoma.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

Wichita, KS
January 29, 2025



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approval of the Professional Services Agreement regarding FTA New Recipient Application entered into by and between Jacobs Engineering Group, Inc. and authorize the Interim Executive Director to issue a Notice to Proceed.

Background The Regional Transportation Authority of Central Oklahoma (RTA) authorized the release of a Request for Quotes (RFQ) seeking a Professional Services Agreement for services to support the RTA becoming an FTA new Recipient to apply for competitive grant opportunities and receive federal funding. approved a Request for Proposal (RFP) for Branding and Marketing Services (RTA 24-001) (Item No. 9) and authorized the Interim Executive Director to advertise the RFP.

On January 14, 2025, the RFQ was sent via email. Each firm had until February 3, 2025 to submit their quote. There were three (3) quotes received in response to the request.

The RTA Owners Representative and staff determined that Jacobs Engineering Group, Inc. met the criteria of the RFQ and is the most qualified firm.

Staff request that the Board of Directors approve the Professional Services Agreement with Jacobs Engineering Group, Inc. The contract will be in effect through June 30, 2026 and is renewable for two (2) successive one-year periods at the sole discretion of the RTA.

Recommendation: Approve the Agreement and authorize the Interim Executive Director to Issue a Notice to Proceed



Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT REGARDING FTA NEW RECIPIENT APPLICATION

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 January 14, 2025, the RTA authorized the release of a Request for Quotes (“RFQ”), provided in Attachment D (Request for Quotes) hereto, seeking a Professional Services Agreement for services to support the RTA becoming an FTA New Recipient to apply for competitive grant opportunities and receive federal funding; 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 Quote)
- 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 pages 1 through 18, and any Terms and Conditions in any attachment, then the Terms and Conditions of this document shall govern and control; however, as to any conflict within or among these attachments, the order of precedence shall be first Attachment A, then Attachment B, then Attachment F, then Attachment C, then Attachment D, and lastly Attachment E.
- 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.
- F. Should there be a conflict between the Terms and Conditions of any attachment and any Final Task Order, the Final Task Order shall govern unless and except the Final Task Order may not conflict with Attachment F.

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 task order(s) 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 upon approval of the Executive Director of the RTA.

“Executive Director” shall mean the RTA Executive Director as appointed by the RTA Board of Directors pursuant to the RTA 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.

“Deliverables” 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.

“RTA Owner’s Representative” shall mean Kathryn Holmes, as further identified in Article 8.

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 Task Orders to Jacobs hereunder.

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 Proposal(s), the RTA will review the Task Order 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 Services or Deliverables 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 providing or performing its Services and Deliverables 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 total compensation to Jacobs 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 monthly for payment in a form specified or approved by the RTA Owner's Representative. Such invoices must be received by the RTA Owner's Representative 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 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. 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.
- E. Upon termination, Jacobs will immediately deliver and the RTA will own all Services and Deliverables, whether complete or incomplete.

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.
- G. Upon termination, Jacobs will immediately deliver, and the RTA will own all Services and Deliverables, whether complete or incomplete.

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 Deliverables, 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 or out of violation of law.

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 or provision of the Services or Deliverables 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.

7.14 Separate from Indemnification. Nothing in this Article 7 Insurance shall define, limit or waive the obligations of Jacobs under Article 6 Liability and Indemnification.

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 the Oklahoma Open Records Act and Oklahoma Open Meetings Act and related 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 Deliverables.

- A. Unless otherwise directed by the RTA in writing, Jacobs shall deliver in a timely manner to the RTA all Deliverables:
 - 1. At the completion of Jacobs' Services and Deliverables under any Final Task Order;
 - 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 Deliverables.
- C. No Deliverable 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 mutually agreed upon hourly rates and multipliers and Jacobs' accounting or financial records related to fixed price or lump sum Services are not be renegotiated under any audit or examination.

8.8 Records.

- A. Jacobs will maintain complete and accurate records in sufficient detail to permit evaluation of its performance and each invoice under this Agreement with respect to its:
 - 1. Deliverable; 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 RTA's preliminary examination or audit of records, and the RTA's 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 Jacobs 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: Jonathan Garcia
200 N Walker Ave., Fourth Floor
Oklahoma City, OK 73102
Telephone: (405) 297-3590
Email: jonathan.garcia@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 and obligation 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 and stop work order 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. Provided, however, each party agrees to use its best efforts to find work arounds and expedite performance through the best means available to timely satisfy their obligations hereunder.

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 the Directors and SIGNED by the Chairperson of the Regional Transportation Authority of Central Oklahoma, this _____ day of _____ 2025.

ATTEST:



REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA


Mary Melon-Tully, Secretary


Brad Henry, Chairperson

Reviewed for form and legality.
C1093 Keith
Deputy Municipal Counselor

ATTACHMENT A
Key Efforts

Attached behind this page is a schedule of Key Efforts governing this Agreement.

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

Section 1 - Key Efforts

The Regional Transportation Authority of Central Oklahoma ("RTA") requests quotes for Services to support the RTA becoming an FTA New Recipient to apply for competitive grant opportunities and receive federal funding. The specific scope of services for this work is as follows:

1. FTA Application Requirements Review and Document Coordination

- a. In assistance with the RTA, review the FTA New Recipient Application requirements and develop an application outline that identifies required documents.
- b. Coordinate meetings as needed with the Federal Transit Administration ("FTA") to understand application requirements, clarify questions, and develop a suitable approach to provide needed documentation.

2. New Recipient Application Development

- a. Produce a New Recipient Application to meet the requirements of the U.S. Department of Transportation Federal Transit Administration, Region VI. Anticipated services and scope of work for the New Recipient Application based upon the current New Recipient Handbook, Version 1, published in January 2022.
- b. Support RTA in developing, organizing, and compiling the documents needed for the creation of the application. Recurring meetings will be important to ensure documents are being generated and organized. Coordination meetings with partner agencies may also occur.
- c. Application Requirements
 - 1) To initiate the New Recipient Process, develop a letter for RTA to send to FTA Region VI outlining their intentions regarding their FTA funding requests. The letter should contain:
 - (a) Description of the types of activities the recipient will use FTA funds to support,
 - (b) Identification of the type of FTA funds the potential new recipient will seek,
 - (c) Explanation of the planning basis for the activities being funded [e.g., feasibility study, transit service analysis, long-range transportation plan, State or Metropolitan transportation improvement program (STIP/TIP), etc.],
 - (d) Point of contact at the potential new recipient's agency to work with FTA through the review process, and
 - (e) Enclosures documenting legal capacity, financial capacity, technical capacity, and civil rights compliance, as identified in the Region VI New Recipient Handbook, and in accordance with statutory and regulatory requirements.
 - 2) Audit existing RTA Policies and Procedures and develop new proposed policies and procedures where needed. New recipients should have written policies and procedures in place for the following, where applicable:
 - (a) Grants Financial Management
 - (b) Procurement
 - (c) Cash Management
 - (d) Budget
 - (e) Accounts Payable
 - (f) Payroll Processing
 - (g) Period-End Procedures
 - (h) Preventive Maintenance
 - (i) Project Management
 - (j) Maintaining an Infrastructure for the Development of Cost Allocation Plans (CAPS) or Indirect Cost Rate Proposals (ICRPs)
 - (k) Accounting for Fuel Utilizations
 - (l) Accounting Operations
 - (m) Fixed Assets
 - 3) Demonstrate Financial Capacity: Multi-year financial plans should indicate adequate revenues to maintain and operate the existing systems and to complete programs of projects.

Revenue sources must be stable and reliable enough to meet future capital and operating costs. Any sign of major decreases in service levels or operations must be explained.

Satisfactory financial capability means the recipient's ability to meet its expansion costs in addition to its existing operations from projected revenues.
 - 4) Demonstrate Technical Capacity
 - (a) Provide an overview of the current type of service being provided, as well as the policies and procedures the potential new recipient has in place to ensure its ability to comply with FTA award management requirements.
 - (b) Provide RTA's organizational chart which should illustrate which positions and offices will carry out award-related activities such as procurements, reporting, equipment maintenance, and operations. If this information cannot be discerned from the generic organizational chart, the chart should be accompanied by a narrative explaining how these various activities will be handled.
 - 5) Civil Rights Requirements: The three major Civil Rights Programs that require a submittal to FTA as part of the New Recipient Process are:
 - a. Title VI Plan and Required Elements
 - b. DBE Program & Goals
 - c. EEO Plan
 - d. Americans with Disabilities Act (ADA)
 - e. Environmental Justice
 - f. System Access Documentation: To conduct business with FTA, RTA must demonstrate that it has access to two systems to the Transportation Award Management System (TrAMS), and the Electronic Clearing House Operation (ECHO).

Section 2 - Completion Date

This Scope of Work must be completed within 6 months from client NTP.

Section 3 - Other Terms and Conditions

- a. Budget, Fee, and Cost Breakdown

Provide NTE budget with hourly fee and cost breakdown.
- b. Key personnel

Identify Key Personnel who will remain available to the RTA for the duration of this work.

ATTACHMENT B
Compensation

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

DIRECT SALARY COSTS

| Labor Description | Labor Rate | LABOR CATEGORY | | | | | Salary Cost | Direct | Task Hours |
|-------------------|---|-----------------|-----------------|-----------------|-------------|----------------|---------------------|---------------|------------|
| | | 1 | 2 | 3 | 4 | 5 | | | |
| | | Dava | Scott | Stuart | Judith Nlim | Bronte Bagwell | | | |
| | | PM-3 | PM-2 | PM-1 | JP-1 | JP-1 | | | |
| | | Project Advisor | Quality Manager | Project Manager | Planner | Planner | | | |
| | | \$ 225.00 | \$ 200.00 | \$ 165.00 | \$ 110.00 | \$ 110.00 | | | |
| | | HOURS | | | | | | | |
| 1.0 | FTA Application Requirements Review and Document Coordination | | | | | | \$ 3,600.00 | | |
| | 1.1 Coordination with RTA in preparation (Assume 1 Meeting) | 1 | 2 | 6 | 1 | | \$ 1,725.00 | | 10 |
| | 1.2 Review of needed documentation and produce check list | | | 6 | | | \$ 990.00 | | 6 |
| | 1.3 Coordination with FTA as needed (Assume 1 Meeting) | 1 | | 4 | | | \$ 885.00 | | 5 |
| 2.0 | New Recipient Application Development | | | | | | \$ 15,202.50 | | |
| | 2.1 Generate and organize needed documentation for application | | | 32 | 53 | 25 | \$ 13,895.00 | | 110 |
| | 2.2 Recurring check in meetings with RTA and partner agencies to ensure document generation and execution | | 2 | 6 | | | \$ 1,307.50 | | 8 |
| | Total | 2 | 4 | 54 | 54 | 25 | \$ 18,802.50 | \$0.00 | 139 |

Total Hours 138.82
 Total Direct Cost \$18,802.50
TOTAL COST (NOT TO EXCEED) \$18,802.50

Direct Costs

| Item | Purpose | Unit | No. of Units | Cost per Unit | Total Cost |
|-------------------|---------|------|--------------|---------------|------------|
| Travel | | | | | |
| Lodging | | | | | |
| Meals or Per Diem | | | | | |
| Travel Expenses | | | | | |
| Other Expenses | | | | | |

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)
02/17/2025

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 USA | 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 USA | | 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: 751752365

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.

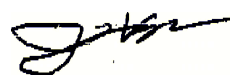
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL 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 G4892007A | 07/01/24 | 07/01/25 | 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 checked="" 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 H10739585 | 07/01/24 | 07/01/25 | 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 <input type="checkbox"/> DED <input type="checkbox"/> 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 | | | | | | <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 015 | 07/01/24 | 07/01/25 | PER CLAIM/PER AGG 2,000,000 |

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

PROJECT MGR: Scott Young. CONTRACT MGR: Scott Young. RE: PSA. CONTRACT END DATE: 06-30-2026. 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. The General Liability and Auto Liability insurance policies are primary and the certificate holder's insurance is excess and non-contributory. Waiver of subrogation is hereby granted in favor of cert holder for GL and AL. 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 PROPOSED PROJECT

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Regional Transportation Authority of Central Oklahoma 2000 S May Ave 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  |
|---|--|

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/17/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

ATTACHMENT D
Request for Quotes

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

FORM A-3
PRICE QUOTES DOCUMENTATION
FOR SMALL PURCHASES (EXCEEDING \$3,000 BUT NOT \$10,000)
Purchases exceeding \$10,000 must be advertised and procured through competitive bidding.
Purchases exceeding \$20,000 must be approved by the RTA Board.

*{FOR SMALL PURCHASES EXCEEDING \$10,000 AND LARGE PURCHASES,
USE FORM A-4}*

Complete this form (comments) and Form A-15 for Sole Source Procurements

ITB OR RFP NUMBER: Informal quotes **GRANT NUMBER:** _____

PROJECT TITLE: FTA New Recipient

A. Email Quotes Obtain at least 3 email or faxed quotes.
Indicate Disadvantaged Business Enterprises with "DBE."

| | | |
|---|----|--------------------|
| (Name of Offeror 1 and price) <u>Scott Young - Jacobs</u> | \$ | <u>\$18,802.50</u> |
| (Name of Offeror 2 and price) <u>Laura Davis - HNTB</u> | \$ | <u>\$152,189</u> |
| (Name of Offeror 3 and price) <u>Luke Schmidt - Kimley Horn</u> | \$ | <u>\$96,420</u> |
| (Name of Offeror 4 and price) _____ | \$ | _____ |
| (Name of Offeror 5 and price) _____ | \$ | _____ |

B. List of companies from whom quotes were requested and who did not supply a quote. Indicate Disadvantaged Business Enterprises with "DBE."

None.

(Attach copies of catalog pages, advertisements, purchase order, etc.)

Comments: _____

| | |
|-------------------|-------|
| _____ | _____ |
| Buyer's Signature | Date |

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.

DIRECT SALARY COSTS

| Labor Description Labor Rate | LABOR CATEGORY | | | | | HOURS | Salary Cost | Direct | Task Hours |
|---------------------------------|---|-------------------------------------|--------------------------------------|--------------------------------|-----------------------------------|----------|---------------------|---------------|------------|
| | 1 | 2 | 3 | 4 | 5 | | | | |
| | Dava PM-3 Project Advisor | Scott PM-2 Quality Manager | Stuart PM-1 Project Manager | Judith Nlim JP-1 Planner | Bronte Bagwell JP-1 Planner | | | | |
| | \$ 225.00 | \$ 200.00 | \$ 165.00 | \$ 110.00 | \$ 110.00 | | | | |
| 1.0 | FTA Application Requirements Review and Document Coordination | | | | | | \$ 3,600.00 | | |
| 1.1 | Coordination with RTA in preparation (Assume 1 Meeting) | | | | | 1 | \$ 1,725.00 | | 10 |
| 1.2 | Review of needed documentation and produce check list | | | | | | \$ 990.00 | | 6 |
| 1.3 | Coordination with FTA as needed (Assume 1 Meeting) | | | | | 1 | \$ 885.00 | | 5 |
| 2.0 | New Recipient Application Development | | | | | | \$ 15,202.50 | | |
| 2.1 | Generate and organize needed documentation for application | | | | | | \$ 13,895.00 | | 110 |
| 2.2 | Recurring check in meetings with RTA and partner agencies to ensure document generation and execution | | | | | 2 | \$ 1,307.50 | | 8 |
| | Total | | | | | 2 | \$ 18,802.50 | \$0.00 | 139 |

Total Hours 138.82
 Total Direct Cost \$18,802.50
TOTAL COST (NOT TO EXCEED) \$18,802.50

Direct Costs

| Item | Purpose | Unit | No. of Units | Cost per Unit | Total Cost |
|-------------------|---------|------|--------------|---------------|------------|
| Travel | | | | | |
| Lodging | | | | | |
| Meals or Per Diem | | | | | |
| Travel Expenses | | | | | |
| Other Expenses | | | | | |

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.



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Receive and discuss the Proposed Fiscal Year 2026 Budget.

Background The Fiscal Year 2026 Budget for the Regional Transportation Authority of Central Oklahoma is being presented for discussion by the Board of Directors. The budget covers general operations and administrative expenses, including such items as liability insurance, contracted professional services, financial audit, website maintenance, etc.

The proposed operating budget for fiscal year 2026 is \$1,885,945, and the proposed grant budget is \$459,394.

Recommendation: Receive and discuss the proposed budget.

Jason Ferbrache
Interim Executive Director



Regional Transportation Authority
of Central Oklahoma

Fiscal Year 2026 Proposed Budget

OPERATING BUDGET

| | Adopted FY 2025 | Proposed FY 2026 | Change from Prior Year | Percent Change |
|-------------------------------------|--------------------|---------------------|---------------------------|-------------------|
| Operating Sources | | | | |
| Edmond | \$158,602 | \$95,772 | -\$62,830 | -40% |
| Norman | \$215,033 | \$129,848 | -\$85,185 | -40% |
| Oklahoma City | \$1,143,901 | \$690,744 | -\$453,157 | -40% |
| Subtotal | \$1,517,536 | \$916,363 | -\$601,173 | -40% |
| Prior Year Carryover | \$531,742 | \$969,582 | \$437,840 | 82% |
| Total Operating Sources | \$2,049,278 | \$1,885,945 | -\$163,333 | -8% |
| Operating Expenditures | | | | |
| Contracts and Services | \$2,047,758 | \$1,884,425 | -\$163,333 | -8% |
| Equipment and Supplies | \$1,520 | \$1,520 | \$0 | |
| Total Operating Expenditures | \$2,049,278 | \$1,885,945 | -\$163,333 | -8% |

GRANT BUDGET

| | Adopted FY 2025 | Proposed FY 2026 | Change from Prior Year | Percent Change |
|---------------------------------|--------------------|---------------------|---------------------------|-------------------|
| Grant Sources | | | | |
| Federal Grant Funds | \$350,622 | \$459,394 | | |
| Total Grant Sources | \$350,622 | \$459,394 | \$108,772 | 31% |
| Grant Expenditures | | | | |
| Contracts and Services | \$350,622 | \$459,394 | | |
| Total Grant Expenditures | \$350,622 | \$459,394 | \$108,772 | 31% |



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider adopting a resolution authorizing travel for Interim Executive Director Ferbrache and Director James Boggs to travel to Washington, District of Columbia to present the property acquisition exception request to the Federal Transit Administration and to attend a meeting with industry leaders; and authorize staff to coordinate and secure travel reservations using the Chase Bank Business Credit Card on behalf of the Board of Directors, estimated travel costs not to exceed \$4,000.

Background The Regional Transportation Authority of Central Oklahoma (RTA) adopted the Travel policy on March 17, 2021 and per that policy the board must authorize travel for the directors.

The RTA Interim Executive Director is recommending travel to Washington, District of Columbia to take part in shaping new approaches to transit investment, gain insight into future funding, and to strengthen the case for rural and regional transportation services. The dates of travel are March 4 – March 6, 2025. The RTA will reimburse business-related meals and incidentals incurred while traveling.

Recommendation: Adopt the resolution.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 25-0003

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA AUTHORIZING TRAVEL FOR INTERIM EXECUTIVE DIRECTOR FERBRACHE AND DIRECTOR JAMES BOGGS TO TRAVEL TO WASHINGTON, DISTRICT OF COLUMBIA TO PRESENT THE PROPERTY ACQUISITION EXCEPTION REQUEST TO THE FEDERAL TRANSIT ADMINISTRATION AND TO ATTEND A MEETING WITH INDUSTRY LEADERS; AND AUTHORIZE STAFF TO COORDINATE AND SECURE TRAVEL RESERVATIONS USING THE CHASE BANK BUSINESS CREDIT CARD ON BEHALF OF THE BOARD OF DIRECTORS, ESTIMATED TRAVEL COSTS NOT TO EXCEED \$4,000.

WHEREAS, the Regional Transportation Authority of Central Oklahoma (RTA) adopted the Travel Policy on March 17, 2021; and

WHEREAS, per the Travel Policy, the board must authorize travel for directors; and

WHEREAS, the RTA Executive Director is recommending travel to Washington, District of Columbia to present the property acquisition exception request to the Federal Transit Authority on behalf of the RTA; and

WHEREAS, the dates of travel will take place in March 2025; and

WHEREAS, the RTA business purpose for the travel is to present the property acquisition exception request to the Federal Transit Administration; and

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby authorize travel for the Executive Director and Director Boggs to Washington, District of Columbia to present the property acquisition exception request to the Federal Transit Authority.


NOW, THEREFORE, BE IT FURTHER RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby authorize travel for Interim Executive Director Ferbrache and director James Boggs to travel to Washington, District of Columbia to present the property acquisition exception request to the federal transit administration and to attend a meeting with industry leaders; and authorize staff to coordinate and secure travel reservations using the chase bank business credit card on behalf of the board of directors, estimated travel costs not to exceed \$4,000.

ADOPTED by the Board of Directors and SIGNED by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 26th day of February 2025.



ATTEST:


Secretary



REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA

Brad Henry, Chairperson

REVIEWED for form and legality.


Christopher Hall

Crais Keith
Municipal Counselor