



BOARD OF DIRECTORS MEETING AGENDA

REGULAR MEETING **WEDNESDAY, MAY 15, 2024** **2:30 P.M.**

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

DIRECTORS:

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

Regional Transportation Authority of Central Oklahoma

MEETING INFORMATION

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

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

Public Parking

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

Addressing RTA

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

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



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING AGENDA

RTA Actions

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

To confirm meeting dates or for more information about the RTA, call (405) 297-2484; or visit the website at www.rtaok.org

MAY 15, 2024
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

1. Call to Order – Brad Henry, RTA Board Chairperson
2. Roll Call – Brad Henry, RTA Board Chairperson
3. Consider Approval of Minutes
 - A. April 17, 2024 Regional Transportation Authority Meeting
4. Executive Director Reports – Jason Ferbrache, Interim Executive Director
5. Committee Reports – Board of Directors
 - A. Vehicle Review Committee
6. Owner’s Representative Report – Kathryn Holmes, Holmes & Associates LLC
7. Receive Financial Reports and Ratify and Approve Claims
 - A. Period of April 1, 2024 through April 30, 2024
8. Consider a Resolution adopting the Regional Transportation Authority of Central Oklahoma board member guidelines to property acquisition.
9. Consider approving Request for Proposals for Branding and Marketing Services (RTA 24-001); and authorize the Interim Executive Director to advertise.
10. Consider approving Amended and Restated Professional Services Agreement with Holmes and Associates, LLC, extending the term of the agreement from July 1, 2024 to June 30, 2026, estimated Fiscal Year 2025 not to exceed amount of \$700,000.
11. Fiscal Year 2025 Budget
 - A. Public Hearing; and
 - B. Consider a Resolution adopting the Fiscal Year 2025 Budget; and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.
12. Project Update: Alternatives Analysis Update on the West and Airport Corridors – Liz Scanlon, Kimley Horn
13. Project Update: Santa Fe Intermodal Hub Study - Liz Scanlon, Kimley Horn



BOARD OF DIRECTORS MEETING AGENDA

14. Presentation of the MAPS 4 BRT Project – Kimley Horn
15. Public Comments – Brad Henry, RTA Board Chairperson
16. 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.
17. Adjournment



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:31 p.m. on Wednesday, April 17, 2024 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on April 15, 2024 at 10:46 a.m.

RTA Board of Directors Present

Marion Hutchison, Vice Chairperson
Mary Mélon-Tully, Secretary
Chuck Thompson, Director
Aaron Curry, Director

Entity

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

RTA Board of Directors Absent

Jim Gebhart, Director
Brad Henry, Chairperson
James Boggs, Treasurer

City of Edmond
City of Oklahoma City
City of Edmond

Administrative Support Staff Present

Jason Ferbrache, Interim Executive Director
Chris Hall, Legal Counsel
Suzanne Wickenkamp, RTA Admin Support
Christina Hankins, RTA Admin Support

Guests Present

John Dames, Jacobs Engineering
Scott Young, Jacobs Engineering
Amanda Carpenter, Attorney
Justin Henry, OKC Planning
Bart Vleugels, ODOT
Tahirih Johnson, ODC/CAP
William Ginn, ODC/CAP

Linsey Nunn, OKC Finance
Lee Nichols, Halff
Laura Davis, HNTB
Trent Elmore, Resident
Derek Sparks, OKC Chamber
Walter Jacques, Del City Resident
Larry Hopper, OKC Resident

Consultants Present

Kathryn Holmes, Holmes & Assoc.
Daniel Murphy, Kimley Horn

APRIL 17, 2024
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

1. Call to Order – 2:31 p.m.

Chairperson Brad Henry called the meeting to order at 2:31 p.m.

2. Roll Call – Brad Henry, RTA Board Chairperson

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

3. Consider Approval of Minutes

- A. January 17, 2024 Regional Transportation Authority Meeting

APPROVED: Moved by, Mélon-Tully seconded by Hutchison. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

- B. February 21, 2024 Regional Transportation Authority Meeting

APPROVED: Moved by, Mélon-Tully seconded by Hutchison. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

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

Interim Executive Director Ferbrache stated that the FY25 Budget was introduced to the Board at the February meeting and today the Board will receive a presentation on the Budget. In May, the Budget will be brought back for a Public Hearing and after that, the Board can approve the FY25 Budget.

Christina Hankins, RTA Admin Support, gave a PowerPoint presentation of the FY25 Budget.

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

Kathryn Holmes, Owner's Representative, stated that Interim Executive Director Ferbrache and I will be meeting with BNSF in Ft. Worth next week to keep advancing the project, with the expectation that definitive agreements will be done in the next calendar year. The Vehicle Review Committee have plans to travel to Sacramento to see potential vehicle options.

6. Receive Financial Reports and Ratify and Approve Claims
 - A. Period of February 1, 2024 through February 29, 2024

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

- B. Period of March 1, 2004 through March 31, 2024

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

7. Consider adopting a Resolution setting a public hearing on May 15, 2024, as per the Trust Agreement and Indenture (2022), Section 11.2 Annual Budget, to receive public comments regarding the Fiscal Year 2025 Budget; and authorize the Interim Executive Director to publish the Notice of Public Hearing (Attachment "A") at least seven days prior to the May 15, 2024 public hearing

ADOPTED: Moved by Hutchison, seconded by Mélon-Tully. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

8. Consider adopting a resolution of intent to purchase from each member city real property necessary for the implementation of a high-capacity commuter rail line following the approval of a dedicated sales tax approved by voters within the Regional Transportation Authority of Central Oklahoma district.

ADOPTED: Moved by Hutchison, seconded by Mélon-Tully. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

9. Public Comments – Brad Henry, RTA Board Chairperson

Walter Jacques, Del City Resident, stated that he has been a Public Transportation advocate for over 30 years and has concerns about the placement of the new jail facility in Del City and the stress that that has put on the relationship between Del City and the City of Oklahoma City, and the impact that it could have on future participation of Del City in the RTA.

Chairperson Hutchison stated that Midwest City and Del City were originally part of the RTA and both decided to pull out of the RTA.

10. New Business – Brad Henry, RTA Board Chairperson
None.

11. Adjournment 3:11 p.m.

APPROVED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **15th** day of **May 2024**.

ATTEST:

Mary Mélon-Tully, Secretary

Brad Henry, Chairperson

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

Period: 4/01/2024 to 4/30/2024					
Date	Vendor	Description	Invoice No.	Cost	Total
5/1/2024	Holmes & Associates LLC	Consultant Fees - Labor	524	\$ 39,360.00	
		Cost Reimbursement RTA	524	\$ 2,987.65	
					\$ 42,347.65
3/31/2024	Kimley-Horn	<u>AA Update - Year 4</u>			
		Task 1 - Project Management	27858697	\$ 5,670.00	
		Task 4 - AA Process	27858697	\$ 14,817.50	
		Task 5 - Station Area Analysis	27858697	\$ 5,472.50	
		Task 5.2 - Santa Fe Intermodal Hub Study	27858697	\$ 7,775.00	
		Task 6 - Rail Ops Planning	27858697	\$ 13,110.00	
		Public Engagement	27858697	\$ 812.50	
		Expenses	27858697	\$ 2,025.86	
					\$ 49,683.36
3/31/2024	Kimley-Horn	<u>EDEI Project</u>			
		Project Management	196742000-0324	\$ 8,117.50	
		Project Participation	196742000-0324	\$ 2,755.00	
		Alternatives Analysis	196742000-0324	\$ 35,603.25	
					\$ 46,475.75
5/2/2024	Jacobs Engineering Group, Inc.	<u>On-Call Engineering Services -Task Order No. 4</u>			
		Professional Services	WFXS1104-02	\$ 5,500.00	
					\$ 5,500.00
5/1/2024	AlphaVu	Social network intelligence, analysis, and reporting - April 2024 Services Retainer	2005	\$ 9,250.00	
					\$ 9,250.00
4/25/2024	Regional Economic Advisors	Task Order #1 - Payment 9 of 13	April	\$ 4,545.45	
					\$ 4,545.45
5/13/2024	Insurica	D&O Liability		\$ 3,790.00	
					\$ 3,790.00
5/1/2024	COTPA	Admin Services Fee	24-111	\$ 2,449.00	
		Reimbursement for Printing	24-111	\$ 23.00	
					\$ 2,472.00
Total Claims					\$ 164,064.21

APPROVED by the Regional Transportation Authority of Central Oklahoma, and **SIGNED** by the Treasurer and Chairman on this **15th day of May, 2024**.

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 #524

May 1, 2024

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

Client

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

Date	Billor	Description	Hours/Qty	Rate	Amount
4/01- 4/30/2024	KAH	RTA - TIME: Time billed by K Holmes for the period 4/01/2024 to 4/30/2024	75.00	410.00	\$30,750.00
4/01- 4/30/2024	KAH	RTA - TIME: Travel time billed by K Holmes for the period 4/01/2024 to 4/30/2024	42.00	205.00	8,610.00
4/01- 4/30/2024	KAH	RTA - COSTS: Total costs incurred by KAH			\$2,987.65

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

Invoice Balance Due**\$42,347.65**

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221</p>
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RTA OF CENTRAL OK
 ATTN: JASON FERBRACHE
 2000 S. MAY AVENUE
 OKLAHOMA CITY, OK 73108

Invoice No: 27858697
 Invoice Date: Mar 31, 2024
 Invoice Amount: \$49,683.36
 Project No: 197385001.C
 Project Name: RTA OK AA/NEPA STUDY
 Project Manager: SCANLON, LIZ
 Client Reference:

Federal Tax Id: 56-0885615
 For Services Rendered through Mar 31, 2024

COST PLUS MAX

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
ALTERNATIVES ANALYSIS	131,419.00	52.32%	68,752.50	53,935.00	14,817.50
EXPENSES	17,000.00	26.74%	4,546.19	2,520.33	2,025.86
OFFICE EXPENSE	0.00		0.00	0.00	0.00
PROJECT MANAGEMENT	193,941.00	34.59%	67,087.50	61,417.50	5,670.00
PUBLIC ENGAGEMENT	57,476.00	3.42%	1,965.00	1,152.50	812.50
RAIL OPERATIONS PLAN	117,776.00	79.25%	93,336.91	80,226.91	13,110.00
SANTE FE IMHS	84,661.00	99.99%	84,650.00	76,875.00	7,775.00
STATION AREA ANALYSIS	54,123.00	99.77%	54,000.00	48,527.50	5,472.50
SUBCONSULTANT MARKUP	2,625.00	0.00%	0.00	0.00	0.00
TRAVEL DEMAND/RIDERSHIP	77,316.00	36.44%	28,175.00	28,175.00	0.00
Subtotal	736,337.00	54.66%	402,513.10	352,829.74	49,683.36
Total COST PLUS MAX					49,683.36

Total Invoice: \$49,683.36

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221</p>
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RTA OF CENTRAL OK
 ATTN: JASON FERBRACHE
 2000 S. MAY AVENUE
 OKLAHOMA CITY, OK 73108

Invoice No: 196742000-0324
 Invoice Date: Mar 31, 2024
 Invoice Amount: \$46,475.75
 Project No: 196742000
 Project Name: RTA - WEST AND AIRPORT AA
 Project Manager: SCANLON, LIZ
 Client Reference:

Federal Tax Id: 56-0885615
 For Services Rendered through Mar 31, 2024

COST PLUS MAX

KHA Ref # 196742000.3-27819795

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROJECT MANAGEMENT	188,097.00	65.06%	122,375.00	114,257.50	8,117.50
PUBLIC PARTICIPATION	226,776.00	94.49%	214,279.35	211,524.35	2,755.00
ALTERNATIVES ANALYSIS	742,287.47	40.49%	300,576.37	264,973.12	35,603.25
Subtotal	1,157,160.47	55.07%	637,230.72	590,754.97	46,475.75
Total COST PLUS MAX					46,475.75

Total Invoice: \$46,475.75



INVOICE NUMBER: WFXS1104-02

INVOICE DATE: 05/02/24

Bill To:
Regional Transportation Authority of Central Oklahoma
2000 S MAY AVENUE
OKLAHOMA CITY, OK 73108
Attention: Christina Hankins

Remit to:
JACOBS ENGINEERING GROUP, INC
C/O BANK OF AMERICA
800 MARKET STREET, LOCKBOX 18713
ST. LOUIS, MO 63150

Project Number: WFXS1104
PO Number: 2024-019
Project Description: Task Order No. 4
Project Manager: YOUNG, SCOTT
Terms: NET 30
Due Date: 06/01/24

Billing Period From: 03/23/24
To: 04/26/24

Table with 6 columns: Description, Scheduled Value, Percent Complete, Amount Billable, Previous Billed, Current Amount Due. Row 1: RTA 2023-001 On-Call Engineering Consulting Services - Task Order No. 4. Row 2: Professional Services TM \$ 11,635.00 84.42% \$ 9,822.50 \$ 4,322.50 \$ 5,500.00. Row 3: Grand Total \$ 11,635.00 84.42% \$ 9,822.50 \$ 4,322.50 \$ 5,500.00

TOTAL AMOUNT DUE THIS INVOICE \$ 5,500.00

I have reviewed and approved all expenditures associated with this project. All Charges are valid charges to this project.

Status:
4/3/2024 - virtual bi-weekly meeting (RTA, Olsson, Jacobs, BNSF)
4/8/2024 - virtual signals meeting (RTA, DB, Jacobs)
4/17/2024 - virtual bi-weekly meeting (RTA, Olsson, Jacobs, BNSF)
4/23/2024 - in-person BNSF meeting (RTA, Olsson, Jacobs, DB, BNSF)

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 # 2005
DATE 05/01/2024
DUE DATE 05/31/2024
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Social network intelligence, analysis, and reporting April 2024 Services --Retainer	1	9,250.00	9,250.00

BALANCE DUE **\$9,250.00**

Invoice April 2024

Regional Economic Advisers

a division of Thorberg Collectorate, Inc.

141 NE 13th St, Oklahoma City, OK 73104



THORBERG
COLLECTORATE

Date April 25, 2024	Attn Kathryn Holmes, RTA Owner's Representative 2000 S May Ave Oklahoma City, OK 73108	Amount \$4,545.45
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Instructions

If paying by check, please make it payable to Regional Economic Advisers.

Item Description	Date	Rate	Amount
Monthly Task Order for the month of April 2024	April 25 th , 2024	\$4,545.45	\$4,545.45
		SUBTOTAL	\$4,545.45

Thank you!

05/17/2024

Jennifer Vaughn
Bailey Special Risks

Tel: 615-264-3977 ext. 21
E-Mail: jvaughn@brsins.com

Re: Primary Indication - ACE Municipal Advantage Public Entity Liability Insurance Policy

THIS INDICATION LETTER REPLACES AND SUPERSEDES ALL PREVIOUS INDICATION LETTERS

Named Insured:	Regional Transportation Authority of Central Oklahoma
Insured Address:	2000 S May Ave Oklahoma City, OK 73108
Line of Coverage:	ACE Municipal Advantage Public Entity Liability Insurance Policy
Type of Submission:	Renewal of G71527128 005
Insuring Company:	ACE American Insurance Company
Proposed Policy Period:	05/17/2024 – 05/17/2025

Dear Jennifer:

I am pleased to offer the attached indication for Regional Transportation Authority of Central Oklahoma. The commission payable for placement of this business is 20%.

Thank you for considering Westchester as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kathy Townsend
Underwriter
Westchester - Professional Risk

Account: Regional Transportation Authority of Central Oklahoma

The Insurer hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on Inception:
 - a. N/A
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

PREMIUM INDICATION(S):

ACE Municipal Advantage Public Entity Liability Terms:

	Limit of Liability Each Claim / Aggregate	Crisis Management Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE
1	\$1,000,000 / 1,000,000	\$25,000	IA. \$0 IA.2 and IB. \$ 5,000 IC. \$ EXCL	\$3,790	\$0	\$3,790

Please note the following:

1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The Premium for the coverage is set forth above.
2. Please note that, if the policy is bound, as part of the insurance policy, the Insured will have access to EPL Risk Management Services. EPL Risk Management Services is an interactive loss control activity available to Westchester Public Entity Liability policyholders as part of their policies, as part of Westchester Professional Risk loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All communications with the EPL Risk Management Services are strictly confidential and will not be disclosed to the Insurer. Please see the enclosed material for more information about the EPL Risk Management Services

Policy Form Number: PF-23535 / PF-23536 (01/08)

Extended Reporting Period: 12 months for 100% of last annual premium

Retro Date: Full Prior Acts

The following Endorsements will be added to the basic contract(s):

1. Signature Endorsement – CC-1K11k (04/22) (admitted)
2. Trade or Economic Sanctions Endorsement – PF-46422 (07/15)
3. Chubb Producer Compensation Practices & Policies – ALL-20887a
4. Disclosure Notice of Terrorism Insurance Coverage – TR-19606e (08/20)

5. U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders – ILP 001 (01/04)
6. Bond Exclusion – PF-23541 (01/08)
7. Network Security or Privacy Liability Exclusion – PF-37210 (02/12)
8. False Claims Act Exclusion – PF-38981 (01/13)
9. Professional Services Exclusion (Financial Services) – PF-29064 (03/10)
10. EPL Exclusion – PF-23548 (0108)
11. Public Entity Enhancement Endorsement – PF-308205 (10/20)
12. Limits of Liability Amended Endt. – PF-299861 (04/20)
13. OK Amendatory- PF-23606 (09/10)

This indication will remain valid until: 05/17/2024

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. **For purposes of surplus lines compliance, we require the producer to confirm, upon the binding of this placement, the insured's "home state" as defined in the Nonadmitted and Reinsurance Reform Act of 2010 (NRRA). If the state set forth in "Insured Address" in this quote is the insured's "home state," then no action is required. However, if the insured's "home state" is other than that set forth in "Insured Address," then you must notify us in writing prior to placement of the correct "home state" of the insured.**

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

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

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

Invoice #: 2024-111

Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice Date: 5/1/24

Invoice For: Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price	
1	Admin Services Fee - March 2024	1	\$2,449.00		\$2,449.00	
2	Reimbursement for Printing April 2024	1	\$23.00		\$23.00	
NOTES: RTA PO # 2024-002						
				Invoice Subtotal	\$2,472.00	
				Tax Rate		
				Sales Tax	\$0.00	
				Other		
				Deposit Received		
Make all checks payable to EMBARK					TOTAL	\$2,472.00

**Regional Transportation Authority of Central Oklahoma
FY2024 Year End Forecast**

Presented May 15, 2024
Prepared by RTA Support Team (unaudited)

OPERATIONS		Actuals				YTD Actuals	Est. Remaining	Total YE	FY24		
		Jul	Aug	Sep	Oct	Jul-Apr	May-Jun	Forecast	Budget	Variance	Variance %
<i>Sources</i>											
	Local Contributions	\$ 348,950	\$ -	\$ 1,856,292	\$ 257,375	\$2,462,617	\$0	\$2,462,617	\$2,462,617	\$0	
Total Operations Revenues		\$ 348,950	\$ -	\$ 1,856,292	\$ 257,375	\$2,462,617	\$0	\$2,462,617	\$2,462,617	\$0	0%
<i>Expenditures</i>											
<i>Contracts and Services</i>											
	Professional Services - COTPA Administration	\$ 2,449	\$ 2,449	\$2,449	\$ 2,449	\$24,490	\$4,892	\$29,382	\$29,382	\$0	
	Professional Services - Holmes & Associates	\$ 35,539	\$ 25,848	\$36,381	\$ 23,473	\$405,556	\$92,348	\$497,903	\$600,000	\$102,097	
	Professional Services - Kimley Horn ⁽¹⁾	\$ 31,431	\$ 47,184	\$63,191	\$ 17,885	\$488,038	\$98,752	\$586,790	\$724,638	\$137,848	
	Professional Services - On-Call Engineering Consultant	\$ -	\$ -	\$0	\$ -	\$54,983	\$29,839	\$84,822	\$100,000	\$15,178	
	Transfer to Grant Activity for Local Grant Match ⁽²⁾	\$ 21,088	\$ 25,604	\$33,654	\$ 36,593	\$219,335	\$87,628	\$306,963	\$428,462	\$121,499	
	BNSF Study Fee	\$ -	\$ -	\$0	\$ -	\$303,911	\$0	\$303,911	\$500,000	\$196,089	
	Professional Services-Legal	\$ -	\$ -	\$0	\$ -	\$0	\$4,500	\$4,500	\$9,000	\$4,500	
	Professional Service - Financial Planning Consultant	\$ -	\$ -	\$0	\$ 1,350	\$6,450	\$6,000	\$12,450	\$50,000	\$37,550	
	Professional Service - Economic Advising Consultant	\$ -	\$ -	\$4,545	\$ 4,545	\$13,636	\$13,636	\$50,000	\$50,000	\$0	
	Independent Financial Audit	\$ -	\$ -	\$0	\$ -	\$9,300	\$0	\$9,300	\$9,300	\$0	
	Website Hosting Fee	\$ 125	\$ -	\$0	\$ -	\$1,739	\$761	\$2,500	\$2,500	\$0	
	Branding	\$ -	\$ -	\$0	\$ -	\$150	\$7,350	\$7,500	\$10,000	\$2,500	
	Conference/Training	\$ -	\$ -	\$0	\$ -	\$0	\$0	\$0	\$7,850	\$7,850	
	Directors & Officer Liability Insurance	\$ -	\$ -	\$0	\$ -	\$0	\$3,790	\$3,790	\$3,500	-\$290	
	Advertising/Public Notice	\$ -	\$ -	\$0	\$ -	\$0	\$472	\$472	\$1,000	\$528	
	Printing & Binding	\$ 123	\$ 209	\$0	\$ -	\$426	\$74	\$500	\$500	\$0	
	Postage	\$ -	\$ -	\$0	\$ -	\$0	\$20	\$20	\$100	\$80	
	Mileage	\$ -	\$ -	\$0	\$ -	\$0	\$0	\$0	\$20	\$20	
	Parking	\$ -	\$ 38	\$10	\$ 5	\$70	\$25	\$95	\$250	\$155	
	Travel	\$ -	\$ -	\$0	\$ -	\$0	\$10,000	\$10,000	\$20,000	\$10,000	
	Market Research Services	\$ -	\$ 9,250	\$9,250	\$ 9,250	\$83,250	\$27,750	\$111,000	\$111,000	\$0	
	Other Services & Fees	\$ -	\$ -	\$0	\$ -	\$0	\$192	\$192	\$300	\$108	
	Total Contracts and Services	\$ 90,755	\$ 110,581	\$149,481	\$ 95,550	\$1,634,060	\$388,030	\$2,022,090	\$2,657,802	\$635,712	24%
<i>Equipment and Supplies</i>											
	Office Supplies	\$ -	\$ -	\$0	\$ -	\$0	\$320	\$320	\$320	\$0	
	Food	\$ -	\$ -	\$0	\$ -	\$0	\$500	\$500	\$1,000	\$500	
	Other Supplies	\$ -	\$ -	\$0	\$ -	\$4	\$96	\$100	\$200	\$100	
	Total Equipment and Supplies	\$ -	\$ -	\$0	\$ -	\$4	\$916	\$920	\$1,520	\$600	39%
Total Operations Expenditures		\$ 90,755	\$ 110,581	\$ 149,481	\$ 95,550	\$1,634,064	\$388,946	\$2,023,010	\$2,659,322	\$636,312	24%

(1) This reflects estimated expenses from two invoices carried over from FY23 plus 10 months of projected expenditures for Kimley Horn's Year 4 contract.
(2) This is the 38% local match required for the RAISE grant based on estimated consultant cost.

GRANT ACTIVITY		Actuals				YTD Actuals	Est. Remaining	Total YE	FY24		
		Jul	Aug	Sep	Oct	Jul-Apr	May-Jun	Forecast	Budget	Variance	Variance %
<i>Sources</i>											
	Federal Grant ⁽³⁾	\$ 12,606	\$33,740	\$40,996	\$112,365	\$363,542	\$85,730	\$449,272	\$685,538	\$236,266	
	Transfer from Operations for Local Grant Match ⁽⁴⁾	\$ 21,088	\$25,604	\$33,654	\$36,593	\$219,335	\$53,582	\$272,917	\$428,462	\$155,545	
Total Grant Revenues		\$ 33,694	\$59,344	\$74,650	\$148,958	\$582,876	\$139,313	\$722,189	\$1,114,000	\$391,811	35%
<i>Expenditures</i>											
<i>Contracts and Services</i>											
	Professional Services - RAISE Grant Consultant Fees	\$ 33,694	\$ 59,344	\$74,650	\$ 148,958	\$582,876	\$139,313	\$722,189	\$1,114,000	\$391,811	
Total Grant Expenditures		\$ 33,694	\$59,344	\$74,650	\$148,958	\$582,876	\$139,313	\$722,189	\$1,114,000	\$391,811	35%

(3) This revenue is reimbursement from COTPA for 62% of consultant fees for the RAISE grant study.
(4) This revenue is the 38% RTA local match for RAISE grant consultant fees.

FY24 Beginning Cash Balance \$922,648
FY24 Ending Cash Balance (Forecast) \$1,362,255



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider a Resolution adopting the Regional Transportation Authority of Central Oklahoma board member guidelines to property acquisition.

Background In 2019, the Regional Transportation Authority of Central Oklahoma (“RTA”) was established as a regional independent governmental agency pursuant to the laws of the State of Oklahoma.

The RTA is responsible for developing, funding, constructing, implementing, operating, and maintaining high-capacity transit projects within the district boundaries (as determined by the Board of Directors), including a high-capacity commuter rail line from the City of Edmond through Oklahoma City to the City of Norman.

On April 17, 2024, the RTA adopted a Resolution of Intent identifying its intent to purchase property necessary for the implementation of a high-capacity commuter rail line following the approval of a dedicated sales tax approved by voters within the RTA District.

To ensure compliance with all applicable federal, state, and local regulations concerning property acquisition, Board Member Guidelines were created and are attached hereto as Attachment A.

Recommendation: Resolution be adopted.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 24-0007

**RESOLUTION ADOPTING THE REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA BOARD MEMBER
GUIDELINES TO PROPERTY ACQUISITION.**

WHEREAS, in 2019, the Regional Transportation Authority of Central Oklahoma (“RTA”) was established as a regional independent governmental agency pursuant to the laws of the State of Oklahoma; and

WHEREAS, the RTA is responsible for developing, funding, constructing, implementing, operating, and maintaining high-capacity transit projects within district boundaries (as determined by the Board of Directors), including a high-capacity commuter rail line from the City of Edmond through Oklahoma City to the City of Norman; and

WHEREAS, the beneficiaries of the RTA are the City of Edmond, the City of Oklahoma City, and City of Norman (hereafter “Member Cities”); and

WHEREAS, on April 17, 2024, the RTA adopted a Resolution of Intent identifying its intent to purchase property necessary for the implementation of a high-capacity commuter rail line following the approval of a dedicated sales tax approved by voters within the RTA District; and

WHEREAS, additional funding for the a high-capacity commuter rail line may also be obtained from federal sources in the future; and

WHEREAS, to ensure compliance with all applicable federal, state, and local regulations concerning property acquisition, Board Member Guidelines were created and are attached hereto as Attachment A; and

WHEREAS, it is recommended by staff that the Guidelines be distributed and adopted by the Directors.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby adopt the Board Member Guidelines to Property Acquisition.

ADOPTED by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 15th day of May, 2024.

ATTEST:

REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA

Mary Melon-Tully, Secretary

Brad Henry, Chairperson

REVIEWED for form and legality.

Assistant Municipal Counselor

ATTACHMENT A
RTA of Central Oklahoma
Board Member Guidelines to Property Acquisition

As property acquisition efforts begin, it is important to keep the following guidelines in mind as a Board Member of the Regional Transportation Authority of Central Oklahoma (“RTA”).

- RTA will be required to follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24 (“Uniform Act”).
- Depending on the funding sources received, RTA may also be required to follow additional Federal agency procedures and requirements such as the creation of a Real Estate Acquisition and Management Plan.
- The Uniform Act and Federal agency requirements are in place to ensure owners of real property being acquired for federally assisted projects are treated fairly and consistently while encouraging expedited acquisitions and minimizing litigation.
- A common theme throughout the acquisition process is ensuring there is no undue pressure on property owners.
- In fact, under the Uniform Act, persons functioning as negotiators may not supervise or formally evaluate the performance of any appraiser or review appraiser.
- The Uniform Act requires offers to purchase property be based upon an appraisal which has also gone through a review appraisal process. Negotiated purchase prices above the appraised value must go through an administrative settlement review process by the specifically authorized Agency official.
- The Uniform Act also mandates that eligible residential and business owners be provided Relocation Assistance which requires very detailed review of the owners current circumstance in order to ensure compliance.
- Board Members are encouraged to refrain from taking a negotiator role due to the Board Member also having the role of approving real estate purchase agreements which include valuations.
- If a Board Member has information or services which may be helpful to the acquisition process, the Board Member should discuss such information or services with the Executive Director and legal counsel.
- If a Board Member has an ownership or monetary interest in real property to be acquired, the Board Member must immediately notify the Executive Director and legal counsel in order to maintain proper conflict of interest protocols.
- Failure to follow the Uniform Act, may result in loss of federal funds and repayment of improperly spent federal funds.



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Request for Proposals for Branding and Marketing Services (RTA 24-001); and authorize the Interim Executive Director to advertise.

Background A Request for Proposals (RFP) has been developed in order to solicit professional services to develop a strategic brand and a sustainable branding campaign. The main objective is to identify a clear, strong brand identity that represents the varied attributes of The Regional Transportation Authority of Central Oklahoma (RTA) with variations for business, resident, and visitor recruitment.

When services are needed, the consultant will provide a "Preliminary Task Order," which shall include a scope of work and cost of the proposal. No work will be performed until the Preliminary Task Order is accepted in writing.

The RTA will award the contract for a term of three years with an option to renew for two additional one-year terms.

Recommendation: Request for Proposals be approved, and the Interim Executive Director be authorized to advertise.

Reviewed by:

Jason Ferbrache
Interim Executive Director



**Regional Transportation Authority
of Central Oklahoma**

REQUEST FOR PROPOSALS (RFP)

BRANDING & MARKETING SERVICES

RELEASE DATE:

May 27, 2024

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REQUEST FOR PROPOSALS

Branding & Marketing Services

I. INTRODUCTION

The Regional Transportation Authority of Central Oklahoma (“RTA”) invites qualified firms to submit a proposal to provide Branding & Marketing services that will create an identity reflective of the RTA’s unique qualities and characteristics in a compelling way. The RTA needs a coordinated branding and marketing strategy. The RTA is looking for firms with capabilities to provide technical services to develop design and produce marketing, communication and branding material and strategies.

II. BACKGROUND

The Regional Transportation Authority of Central Oklahoma (RTA) is a regional independent governmental agency created in 2019 by Trust Agreement and Indenture by the governing city councils of Oklahoma City, Edmond, and Norman pursuant to applicable statutes of the State of Oklahoma. RTA is responsible for planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. RTA is governed by a 7-member board of directors and managed by an Interim Executive Director, and Owner’s Representative.

In 2021, RTA adopted its Transit System Plan. In June 2023, RTA approved a locally approved alternative (LPA) for a 37-mile North/South corridor connecting Downtown Oklahoma City with North Edmond and South Norman via the BNSF Railway. Also in 2023, RTA approved an LPA for an East Line connecting the Downtown Santa Fe Station to Tinker Air Force Base via a Bus Rapid Transit line. Two additional lines, a West line from the Santa Fe Station to the western area of Oklahoma City, and an Airport line from the Santa Fe Station to the Airport, are under study with determination of mode and alignment anticipated in June 2024.

After the LPAs have been determined, RTA plans to seek voter approval for a local sales tax in RTA District. Sales tax is the only funding mechanism authorized for the RTA by Oklahoma Law. RTA anticipates a sales tax will be required to fund ongoing maintenance and operations of the transit lines.

III. SCOPE OF SERVICES

The scope of services for this solicitation shall include but not limited to the development of strategic brand and recommendations for developing and rolling out a sustainable branding campaign. The RTA requires a professional, experienced consultancy in the conduct, analysis, and interpretation of research, as well as, demonstrated extensive experience with creating destination brands. The main objective is to identify a clear, strong brand identity that represents the varied attributes of the RTA with variations for business, resident, and visitor recruitment.

The RTA is seeking qualified professional firms to provide Branding and Marketing Services to assist staff with the services identified below. These estimates are not intended to set forth minimum or maximum quantities on this contract and shall not be constructed as such. The final scope of work will be determined by the RTA with the selected Branding and Marketing firm.

1. Review recent quantitative and qualitative research to determine existing attitudes and perceptions of the RTA and perform additional quantitative and qualitative research as may be required.
2. Identify opportunities and challenges to enhance the RTA's image.
3. Provide guidance on how a new brand should align with existing brands performed by other entities.
4. Develop a "brand positioning statement" that provides a clear understanding of what the RTA stands for and perform test marketing of the proposed brand message to ensure it is well received, endorsed, supported, and adopted by key public and private stakeholders.
5. Develop a brand concept, to include message, tagline and logo that are adaptable for use in business, residential and visitor attraction and retention.
6. Develop style guide that outlines correct brand usage, to include print and publication specifications and graphic standards as well as trademark search and registration.
7. Develop a recommended marketing strategy that identifies short – and longer-term strategies and tactics for maximizing the brand's value to the RTA.
8. Provide recommendations for priority allocation of limited funds, by target audience and by delivery method.

IV. PROPOSAL FORMAT

All proposals shall include the following minimum information:

A. Description of Organization, Management and Team Members

Provide a description of the team/consultant organization. The organization description should clearly identify who will be the project manager for this contract, and the day-to-day contact person for the job. Include resumes of key personnel. RTA expects to work with the same project manager during the term of the contract but expects that the team will be tailored to the size of each individual project.

B. Organization Qualifications

Provide an outline of the organization qualifications indicating relevant background, experience, and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If the proposing firm is likely to be using a subconsultant for the type of work discussed in the Scope of Services, provide organization qualifications on that subconsultant.

C. References, Related Experience, and Examples of Work

Provide client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

D. Fee Schedule

Provide fee schedule for consultant firm members and participating individuals on team.

E. Required Forms

Submit all Required Forms (Attachments A-D)

V. SELECTION PROCESS

A. Qualifications

All proposals received by the due date will be evaluated by the RTA. Only information which is received in response to the RFP or any subsequent interview will be evaluated. RTA will judge the responses of each proposing firm in several critical areas. The RTA, at its discretion, may invite selected proposers to an oral interview to further assess qualifications and assist in the final selection process.

B. Selection Criteria

The RTA will select the most qualified proposer based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Firm to Perform the Scope of Services.

An assessment of the experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of branding and marketing services the organization or its employees have completed; the variety and creativity of projects completed and a demonstration of the organization's ability to be responsive to the RTA's need for branding and marketing services.

2. Capabilities of the Consultant Team Members.

Assessment of the capabilities of the individuals that will be engaged in providing branding and marketing services. Qualities and indicators that will receive consideration include what professionals will be the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on providing similar branding and marketing services.

3. Billing Rate

Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates through the first fiscal year for the contract, from July 1, 2024, through June 30, 2025. Alternative fee proposals will be considered by RTA.

VI. PROPOSAL INSTRUCTIONS AND GUIDELINES

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

Proposal Instructions and Guidelines		
Instruction	Description of Requirement	Violation Penalty or Disqualification
Page Limits	The maximum allowable number of pages for the proposal is 10. The Cover Page, Consultant Proposed Staffing Plan, resumes, required forms, and section divider tabs do not count toward the page limitation.	Additional pages will be removed
Page Sizes	Allowable page size is 8 ½ x 11.	Pages violating size requirement will be removed
Consultant Proposed Staffing Plan	Provide a copy of the Consultant Proposed Staffing Plan (Attachment B) with no additional information beyond that which is required.	If additional information is provided, the Staffing Plan will be removed
Margins	Provide one-inch (1") margins throughout the proposal; consultant name/logo and page headers/footers may be within the margins	Guideline
Font and Line Spacing	Use a 10-point [or greater] Arial or Times New Roman font	Guideline
PDF Submission	Send proposals via e-mail in PDF format to info@rtaok.org	Guideline
Proposal Deadline	Send proposals to info@rtaok.org prior to 5:00 P.M Central Time on deadline date.	Disqualification
Interviews	If interviews are required, attend the date and time instructed by RTA Owner's Representative	Disqualification
Cover Page	Provide a complete Cover Page , including a signed, verbatim acknowledgement as identified in Attachment A .	Disqualification
DBE Goal	While there isn't a current DBE goal, we encourage all certified DBE contractors to apply. All prime contractors are encouraged to visit https://okdot.gob2g.com/ to see ODOT's DBE database for an up-to-date list of available DBEs should they need any subcontracting work.	Guideline
Required Forms	Submit all Required Forms , as identified in Attachments A-D .	Disqualification

VII. ANTICIPATED TIMELINE

May 27, 2024	Issue Request for Proposals – First Advertisement Date
June 3, 2024	Second Advertisement Date

June 10, 2024 12:30 p.m. – 1:30 p.m. CST	Pre-proposal conference will be held virtually +1 (405) 534-4946 Phone Conference ID: 229 274 033 145.
June 10, 2024 5:00 p.m.	Questions regarding proposal due
June 12, 2024 5:00 p.m.	RTA will post responses to questions at www.rtaok.org
June 26, 2024 5:00 p.m. CST	PROPOSALS DUE electronically to info@rtaok.org
July 10, 2024	RTA to conduct selection interviews (if needed)
July 17, 2024	Award of Agreement
July 17, 2024, or later	Notice to proceed

VIII. CONSULTANT REQUIREMENTS

1. All communications, of any nature with respect to this RFP, shall be to the RTA Owner's Representative. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the RTA Board of Directors, the Evaluation Committee, or RTA staff.
2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation.
3. Respondent and all sub-consultants, at its sole expense, shall obtain and maintain during the term of any agreement all appropriate permits, certificates, and licenses which will be required in connection with the performance of services hereunder.
4. Respondent will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.
5. This RFP, its addenda, along with all documents provided by the successful respondent(s) will become part of the awarded contract and subject to the terms and conditions of the contract.
6. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. RTA assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each respondent shall hold RTA harmless and free from all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.

7. Proposals and their content become property of RTA and are subject to the Oklahoma Open Records Act.
8. Notice to Proceed will be issued by RTA Owner's Representative after contract execution. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.
9. All protests with respect to this solicitation must be in writing and received by RTA within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:

RTA Owner's Representative Kathryn@HolmesAssociatesLLC.com

10. Respondent shall comply with all insurance terms and conditions contained in Exhibit D, incorporated herein.
11. All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the parties represented.

IX. RTA RIGHTS

1. RTA reserves the right to reject all proposals received because of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of RTA. This solicitation of proposals in no way obligates RTA to award a contract. Interviews, if requested, will take place at the RTA offices.
2. RTA reserves the right to cancel or reject all or a portion or portions of the request for proposal without notice. Further, RTA makes no representations that any agreement will be awarded to any organization submitting a proposal.
3. A proposer may withdraw the proposal at any time prior to the award of the contract. A proposal may also be retrieved from RTA and resubmitted only prior to the date and time listed for submission. Proper identification and a formal letter will be required to withdraw the proposal.
4. All proposals become the property of RTA upon submission.

X. EXHIBITS

- A.** Scope of Services
- B.** Sample Master Service Agreement
- C.** Required Forms
- D.** Insurance Requirements
- E.** Federal Terms and Conditions

EXHIBIT A
SCOPE OF SERVICES
BRANDING AND MARKETING SERVICES

The RTA is seeking qualified professional firms to provide Branding and Marketing Services to assist staff with the services identified below. These estimates are not intended to set forth minimum or maximum quantities on this contract and shall not be constructed as such. The final scope of work will be determined by the RTA with the selected Branding and Marketing firm.

1. Review recent quantitative and qualitative research to determine existing attitudes and perceptions of the RTA and perform additional quantitative and qualitative research as may be required.
2. Identify opportunities and challenges to enhance the RTA's image.
3. Provide guidance on how a new brand should align with existing brands performed by other entities.
4. Develop a "brand positioning statement" that provides a clear understanding of what the RTA stands for and perform test marketing of the proposed brand message to ensure it is well received, endorsed, supported, and adopted by key public and private stakeholders.
5. Develop a brand concept, to include message, tagline and logo that are adaptable for use in business, residential and visitor attraction and retention.
6. Develop style guide that outlines correct brand usage, to include print and publication specifications and graphic standards as well as trademark search and registration.
7. Develop a recommended marketing strategy that identifies short – and longer-term strategies and tactics for maximizing the brand's value to the RTA.
8. Provide recommendations for priority allocation of limited funds, by target audience and by delivery method.

EXHIBIT B

SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL PLANNING CONSULTING SERVICES

This Professional Services Agreement (“**Agreement**”) is entered into this _____ day of _____, 20____ (“**Effective Date**”), by and between the Regional Transportation Authority of Central Oklahoma (“**RTA**”), a public trust created pursuant to 68 O.S. §1370.7 and 60 O.S. §176, et seq., as amended, and COMPANY, (a corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the “**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing RTA councils of Oklahoma RTA, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.
- B. Provider is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.
- C. RTA and Provider desire to enter into an agreement for Branding and Marketing Services upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the RTA and Provider agree as follows:

1. TERM

The term of this Agreement shall be one (1) year commencing on the 1st day of July 2024, and shall terminate on the 30th day of June 2025 unless terminated earlier as set forth herein.

This Agreement may be mutually extended after the initial one (1) year term, on a year-by-year basis, for up to two (2) additional one (1) year terms, at the sole discretion of the RTA, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The RTA may submit written notice that the Agreement is to be extended at the same terms and compensation as the initial Agreement.

2. COMPENSATION

a. **Task Order Basis.** Provider shall only be paid for services performed under this Agreement to the extent authorized by the written Task Order approved by the RTA. The RTA does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when Provider's services are not utilized by RTA.

b. **Invoicing Procedures & Records**

- i. Monthly on the twenty-fifth (25th) calendar day of each month, *Provider* shall submit invoices to the RTA Owner's Representative for payment in the form specified by the RTA. Such invoices must be received by RTA Owner's Representative no later than the twenty-fifth (25th) calendar day of the month to ensure *Provider's* invoice will be included with RTA Owner's Representative's month-end submission to RTA. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover time and materials incurred by *Provider* in performance of a Task Order during the preceding accounting period. Supporting documentation for all fees and costs contained in the invoice will be submitted with each invoice.
- ii. The RTA Owner's Representative and RTA shall have the right to disapprove specific elements of each invoice. The RTA Owner's Representative shall provide, in writing, such disapproval to the Provider within twenty (20) business days of invoice submittal. Approval by the RTA Owner's Representative and RTA shall not be unreasonably withheld. RTA will pay invoices approved and submitted by the RTA Owner's Representative at the next board meeting, but no more than sixty (60) days from receipt.
- iii. The Provider shall submit with each invoice cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of the RTA Owner's Representative, written or electronic data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. The Provider shall make such documents available for inspection and copying by the RTA whenever requested by the RTA.
- iv. The Provider may seek reimbursement for food purchased from its employees while in travel status for work pursuant to this Agreement. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. Claims for such reimbursement shall be submitted on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip, and will include a detailed or itemized receipt or documentation. Additionally, the RTA requires the Provider to maintain detailed

source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

c. **Provider's Failure to Perform.** In the event Provider performs services which do not comply with the requirements of this Agreement, Provider shall, upon receipt of written notice from RTA, re-perform the services (without additional compensation to Provider). If Provider's failure to perform in accordance to this Agreement causes damage to RTA, Provider shall reimburse RTA for the damaged incurred (which may be charged as an offset to Provider's payment).

3. SERVICES TO BE PERFORMED

a. Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit "A" as requested. Provider acknowledges that the work plan included in Exhibit "A" is preliminary and does not commit RTA to request Provider to perform all or any tasks included therein.

b. At such time as services are needed by RTA from Provider, RTA will discuss with Provider the general parameters of the applicable scope of services. In response, Provider shall deliver to RTA, no later than ten (10) calendar days after the date of its discussion with RTA, a "**Preliminary Task Order**," which shall include a scope of work and cost of proposal for the services needed by RTA. Provider's proposal shall include a breakdown of estimated hours and a work schedule. No work shall be performed by Provider until the Preliminary Task Order is accepted in writing by RTA as evidenced by RTA's issuance to Provider of a final "**Task Order**." Provider shall commence performance and complete all required services no later than the dates set forth in accordance with the approved, final Task Order.

4. TIME IS OF THE ESSENCE

Provider and RTA agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by RTA. Provider shall submit all requests for extensions of time to RTA in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

5. STANDARD OF CARE

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Provider shall perform services under this Agreement using a standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

6. AUTHORIZED REPRESENTATIVES

a. **RTA's Authorized Representative.** For the performance of services under this Agreement, Provider shall take direction from the RTA Owner's Representative, unless otherwise designed in writing by the Interim Executive Director.

b. **Provider's Representative.** Provider understands that, in entering into this Agreement, RTA has relied upon the representations set forth in Provider's proposal regarding the qualifications of Provider's representatives. Accordingly, Provider shall not utilize any personnel other than those identified in Exhibit "C" without the prior written consent of RTA.

7. INDEPENDENT PARTIES

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. None of the benefits provided by RTA to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from RTA to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

8. NON-DISCRIMINATION

Consistent with RTA's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, RTA employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS

a. Provider shall indemnify, defend, and hold harmless RTA, its Board of Directors, officials, agents, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

- b. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE

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

11. COMPLIANCE WITH FEDERAL TERMS

The Provider will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.

12. CONFLICT OF INTEREST

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity.

13. PROHIBITION AGAINST TRANSFERS

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the RTA. Provider shall submit a written request for consent to transfer to the RTA at least thirty (30) days in advance of the desired transfer. The RTA or designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the RTA under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

14. PERMITS AND LICENSES

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that may be required in connection with the performance of the services and tasks hereunder.

15. INFORMATION AND OWNERSHIP OF WORK PRODUCTS

a. RTA has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional information is required, Provider shall promptly notify RTA and RTA will deliver to Provider all requested information in RTA's possession to the extent permitted by applicable law. Provider

shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from RTA within seven (7) business days from the date of RTA's final Task Order.

b. All drawings, plans, reports, maps, specifications, calculations, documents and intellectual property developed, prepared or discovered by Provider (including its employees and sub-providers) in connection with this Agreement, whether complete or in progress (collectively "**work product**") are the property of RTA and shall be delivered to RTA at the completion of Provider's services or upon demand by RTA, whichever occurs first; provided that Provider may retain a copy of the work product.

c. RTA acknowledges that its use of the work product is for the purposes contemplated by the scope of work in this Agreement and each final Task Order and Provider makes no representation regarding the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

d. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without the prior approval of the RTA.

e. Provider shall, at such time and in such form as the RTA may require, furnish reports concerning the status of services and tasks required under this Agreement.

f. Provider shall correct, at no cost to RTA, any and all errors, omissions, or ambiguities in the work product submitted to RTA, provided RTA gives notice to Provider.

g. If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

16. PROVIDER RECORDS

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by RTA that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of RTA or its designees during regular business hours upon reasonable prior notice. RTA has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by RTA's preliminary examination or audit of records, and the RTA's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or

other breach of this Agreement or failure to act in good faith, then Provider shall reimburse RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) business days after notice is deposited in the U.S. mail or with a courier service in the manner described above.
- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
- d. All notices, demands, requests, or approvals from Provider to RTA shall be addressed to RTA at:

For the RTA

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

With copy to:
 RTA Owner's Representative
 ATTN: Kathryn Holmes
 910 S Donner Way, Ste. 304
 Salt Lake City, UT 84108
kathryn@holmesassociatesllc.com
 Cell Phone: 703.999.4440

All notices, demands, requests, or approvals from RTA to Provider shall be addressed to Provider at:

[Provider Name]
 [Department] [Address]
 [RTA, State, zip]
 ATTENTION: [Title]
 Ph: (xxx) [xxx-xxxx] /
 Email:

18. SAFETY

- a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be

limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify RTA within twenty-four (24) hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to RTA a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from RTA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, RTA may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, RTA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. COMPLIANCE WITH ALL APPLICABLE LAWS

During the term of this Agreement, Provider shall comply with all federal laws, regulations, requirements, terms, and conditions provided in **Exhibit E** (Federal Terms and Conditions) attached hereto.

21. CONFLICT OF LAW

This Agreement shall be interpreted under, and enforced by the laws of the State of Oklahoma without regard to any choice of law rules which may direct the application of laws of another jurisdiction. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Oklahoma, State of Oklahoma.

22. WAIVER

A waiver by RTA of any breach of any term, covenant, or condition contained herein shall not

be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. INTEGRATED CONTRACT

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both RTA and Provider.

24. CAPTIONS

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

26. SIGNATORY

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

27. CONTROLLING AGREEMENT

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

APPROVED by Provider this ____ day of _____, 2024.

I, _____, _____, of Provider intend all promises in this writing to be valid and legally enforceable and represent and warrant that I have authority to bind Provider to this Agreement.

Provider

By:

Signature

Print Name

Title

STATE OF _____)

COUNTY OF _____)

SS.

Signed and sworn to before me this ____ day of _____, 2024, by

_____.

Notary

Commission Number

Commission Expiration

APPROVED by the directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this ____ day of _____, 2024.

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA**

Mary Mélon-Tully, Secretary

Brad Henry, Chairperson

REVIEWED for form and legality.

Christopher Hall
Assistant Municipal Counselor

EXHIBIT C REQUIRED FORMS

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

RFP NUMBER: _____ GRANT NUMBER: _____

PROJECT TITLE: _____

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

OFFER

By execution below the Offeror _____ hereby offers to furnish equipment and services for \$ _____ as specified in the RTA Request for Proposals (Number: _____) for (description of item or service) _____

_____ including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

Additional Notes: _____

NOTICE OF AWARD

By execution below, RTA accepts Offer as indicated above.

Name (Executive Director)

Signature

Date of Award: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) Required Contractor & Subcontractor Information

Business Name	
Business Address 1	
City	
State	
Zip Code	
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	
If you answered yes, to Question 1 or 2, how old is your firm?	
What are the firms annual gross receipts?	
Completed By:	
Title:	
Signature:	
Date:	

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

DBE Name			
DBE Address 1			
City			
State			
Zip Code			
Contact Name			
Contact Phone Number			
Contact E-Mail Address			
Participation % of Total Contract Value			
Description of Work to Be Performed			
Race and Gender of DBE Owner			

LETTER OF INTENT TO SUBCONTRACT

Name of bidder/offeror _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Telephone: _____

Name of DBE firm _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Telephone: _____

*Ethnicity: _____ Age of Firm: _____ Annual Gross Receipts: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____

Bidder/offeror: _____
(Signature) (Title)

Affirmation

The above- named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

DBE: _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, and all representations in this Letter of Intent and Affirmation shall be null and void.

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract Agreement, the contractor/sub-contractor agrees as follows:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.

§ 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the contractor/sub-contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor/sub-contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the contractor/sub-contractor:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor/sub-contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect in the course of the project. The contractor/sub-contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the contractor/sub-contractor agrees to refrain from discriminating against present and prospective employees for reason of age. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor/sub-contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor/sub-contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I have read the above clause and agree to abide by its requirements.

Attest: (Corporate Seal)

Name of contractor/sub-contractor

Signature of contractor/sub-contractor's Authorized Agent

Name and title of Authorized Agent

The following statement must be executed.

State of _____)
County of _____) §

Subscribed and sworn before me this _____ day of _____, 2024

Notary Public _____

Notary Number _____

My Commission Expires: _____

Company Name _____

Signature _____

Title _____

Date _____

DBE QUALIFICATION FORM

_____ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT)?

In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm *must* meet the following eligibility criteria stated in 49 CFR Part 26:

The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of the following socially or economically disadvantaged group:

- a. African American
- a. Hispanic American
- b. Native American
- c. Asian-Pacific American
- d. Subcontinent-Asian American
- e. Woman

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

_____ Others certified as disadvantaged (an individual who is not a member of the groups listed above can still be certified as a DBE by establishing their socially disadvantaged status).

_____ The disadvantaged individual must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence.

_____ The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest, and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.

_____ The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.

_____ If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. (This rule varies from state to state. For example, if your state allows someone else to qualify your business then you should be able to certify your firm without possessing the particular license or credential on your own).

Contact Oklahoma Department of Transportation (ODOT) at 405 – 521 - 6046 if you need information regarding DBE Certification.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____ Date _____

Obtaining Certification as a DBE

Firms meeting the eligibility standards must contact the specific state or local transportation entity for which they wish to participate in contracts. In addition to requesting documentary evidence substantiating a firm's size, owner's PNW, independence, and an individual's ownership and control, recipients are required to perform an on-site visit to the firm's offices and job sites. Firms can obtain instructions on how to apply to become a DBE by contacting the State Department of Transportation. To ease the burden of applying to multiple DOT recipients within a state, the Department requires a Unified Certification Program (UCP) to be developed so that applicants need only apply once for DBE certification that will be honored by all recipients in the state.

If you need information regarding DBE Certification, contact:

Oklahoma Department of Transportation
Civil Rights Division, External Programs
200 N.E. 21st Street, Room 1-C-5
Oklahoma City, Oklahoma 73105
(405) 521-6046 Fax: (405) 522-2136

Please print the following information:

Firm Name

Authorized Signature

Title

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) NOTICE TO BIDDER/OFFERORS

Each bidder shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each bidder must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rollingstock: Appendix 9 I; DBE Certification for Rollingstock: Appendix 9 J (Required) Contract Assurance 026.13) — The overall DBE goal is % and the contract DBE goal is % The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but not limited to:

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Company Name _____

Signature _____

Title _____

Date _____

EXHIBIT D INSURANCE REQUIREMENTS

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

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

- A. **Commercial General Liability Insurance**
Commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with limits not less than one-million dollars (\$1,000,000) per occurrence.
- B. **Automobile Liability Insurance**
Automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with limit no less than one-million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- C. **Professional Liability (Errors and Omissions) Insurance**
Professional liability (errors and omissions) insurance appropriate to SERVICE PROVIDER's profession, with limit no less than one-million dollars (\$1,000,000) per occurrence.

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

- A. Prior to and as a condition of approval of this Agreement; and
- B. For the duration of this Agreement.

In the event SERVICE PROVIDER procures and maintains professional liability insurance in the form of "claims-made" coverage, SERVICE PROVIDER will provide professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement.

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

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

Confirmation Authority. SERVICE PROVIDER authorizes RTA to confirm SERVICE PROVIDER's insurance compliance with its insurance agents, brokers, surety, and carriers.

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

Primary. All insurance coverage of SERVICE PROVIDER shall be primary to any insurance or self-insurance program carried by RTA.

Deductibles. All policies must be fully insured with any single policy deductible not exceeding twenty-five thousand dollars (\$25,000). All deductibles must be declared on the certificate of insurance. If no deductible is declared, SERVICE PROVIDER is affirming a deductible does not

exist and thus a deductible is not approved or accepted. If SERVICE PROVIDER's deductible is different than declared, then RTA will hold an equal amount from pay claims until RTA has a retainage sufficient to cover the deductible.

Occurrence Policies. All policies shall be in the form of "occurrence" coverage; provided professional liability insurance may be procured and maintained in the form of "claims-made" coverage, only if SERVICE PROVIDER provides professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement.

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

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

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

Change or Cancellation.

- A. SERVICE PROVIDER shall provide actual prior notice to RTA of any change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement and shall use all reasonable endeavors to do so as soon as possible, but at least thirty (30) days prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless SERVICE PROVIDER has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing SERVICE PROVIDER has been and will continue to be in full compliance with the insurance terms of this Agreement.
- C. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, RTA may at its sole option suspend this Agreement until there is full compliance with the insurance terms and conditions or terminate this Agreement and seek damages for a breach of this Agreement.
- D. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, SERVICE PROVIDER shall be fully responsible and liable for and RTA may at its option withhold payment otherwise due SERVICE PROVIDER to pay any claim by RTA for any loss, damages, costs, or expenses, including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, or terminated insurance policy or coverage been in effect without limitation as to the policy amount.

Surviving Terms. The insurance Terms and Conditions herein will survive the expiration and termination of this Agreement and any stop work under this Agreement.

EXHIBIT E FEDERAL TERMS AND CONDITIONS

For all contracted relationships, RTA requires that the provider of goods and services comply with RTA's Federal Contractual Terms and Conditions.

As a recipient of Federal Transportation Administration (FTA) grants, RTA agrees annually in the Master Agreement with FTA (<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>) to adhere to all applicable federal laws, regulations, and directives associated with federal funding along with the FTA Certifications and Assurances for Federal Funding Assistance Program. RTA's construction contractors are also required to comply with those federal clauses to which are herein incorporated by reference and made a part of this Agreement. The FTA Certifications and Assurances are available at the following link:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement December 7, 2020, between RTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Further, Contractor acknowledges and understands that federal requirements that apply to the Contract may change due to changes in federal law, regulation, other requirements, or guidance, or changes in RTA's underlying agreement with the Federal Government under which federal assistance for the Project was awarded to RTA including any information incorporated by reference and made part of that underlying agreement. Contractor understands and agrees that applicable changes to those federal requirements will apply to this Contract and parties thereto at any tier.

(A-1) ACCESS TO RECORDS AND REPORTS

Record Retention

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period

Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records

Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance

Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

(A-4) Buy America Requirements for Certain Purchases

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor agrees to comply with 49 U.S.C. 5323(j), as amended, and 49 C.F.R. part 661, as amended, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA funded/assisted projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, as amended. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), as amended, and 49 C.F.R. § 661.11, as amended.

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor must submit to RTA the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

SELECT ONLY ONE OF THE FOLLOWING CERTIFICATES. SELECTING BOTH WILL DEEM YOUR BID NON-RESPONSIVE.

Certificate of Compliance with Buy America Requirements
Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR Part 661.

Certificate of Non-Compliance with Buy America Requirements
Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, but it may qualify for an exception pursuant to such authorities.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

(A-7) Clean Air Act & Federal Water Pollution Control Act (Contracts Exceeding \$100,000)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor shall report each violation to FTA and the Regional Office of the Environmental Protection Agency (EPA).

Further, Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contractor shall require all subcontractors to agree to comply with the foregoing and shall include such provisions in all subcontracts of every tier.

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

(A-8) Civil Rights & Equal Opportunity

The **Contracting Entity** is an Equal Opportunity Employer. As such, the **Contracting Entity** agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the **Contracting Entity** agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination.

In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.* and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities," 49 C.F.R., part 37; Joint Access Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R., part 27; U.S. Department of Justice ("DOJ") regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R., part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36; U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R., part 1630; Federal Communications Commission regulations, "Telecommunications Relay Services and Related RTA Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R., part 64, subpart F; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R., part 609.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(A-9) Disadvantaged Business Enterprise (DBE)

Contract Assurance

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of United States Department of Transportation ("DOT") -assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RTA deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the **Contracting Entity** makes to the Contractor. In the event this Contract contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains RTA's prior written consent; and that, unless RTA's written consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

Overview

It is the policy of the **Contracting Entity** and the DOT that DBE's, as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the **Contracting Entity** to:

- A. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- B. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- C. Ensure that the DBE program is narrowly tailored in accordance with applicable law'
- D. Ensure that only firms that fully meet 40 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- E. Help remove barrier to the participation of DBEs in DOT assisted contracts;
- F. To promote the use of DBEs in all types of federally assisted contracts and procurement

activities; and

- G. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The **Contracting Entity** shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the **Contracting Entity** may consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the **Contracting Entity**.

DBE Participation

For the purpose of this Contract, the **Contracting Entity** will accept only DBE's who are:

- A. Certified, at the time of bid opening or proposal evaluation, by the Oklahoma Department of Transportation (ODOT); or
- B. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

DBE Participation Goal

The DBE participation goal for this Contract is set at **0%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 0%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Contractor non-responsive.

Proposed Submission

Each Contractor, as part of its proposal submission, shall supply the following information:

- A. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- B. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the **Contracting Entity**.
- C. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- D. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts – (Not Applicable if the DBE Goal is 0%)

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the **Contracting Entity** will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the **Contracting Entity** will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the **Contracting Entity's** DBE Coordinator (questions of RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- B. Pre-bid meeting attendance. At the pre-bid meeting, the **Contracting Entity** generally informs potential Proposer's of DBE subcontracting opportunities;
- C. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- D. Written notification to DBE's encouraging participation in the proposed Contract; and
- E. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- A. The names, addresses, and telephone numbers of DBE's that were contacted;
- B. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- C. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take-into-account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal but meets or exceeds the average DBE participation obtained by other Proposers, the Authority may view this as evidence of the Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the **Contracting Entity** that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the **Contracting Entity's** Procurement Coordinator. The Procurement Coordinator will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The **Contracting Entity** will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate.

Prompt payment

As per 49 CFR §26.29, prime contractors shall pay subcontractors for satisfactory work performed of their contracts no later than 30-days from receipt of payment from the CONTRACTING ENTITY. The prime contractor shall also return any retainage payments to the subcontractor within 30-days of the subcontractor's work being satisfactorily completed.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the

DBE Participation Schedule (see below) without the **Contracting Entity's** prior written consent. The **Contracting Entity** may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate,

the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the **Contracting Entity** in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The **Contracting Entity** shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the Contracting Entity that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Oklahoma Department of Transportation ("ODOT"). Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

The **Contracting Entity** to have access to necessary records to examine information as the **Contracting Entity** deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Contractor and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the **Contracting Entity**, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section

Sanctions for Violations

If at any time the **Contracting Entity** has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the **Contracting Entity** may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- A. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- B. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein

(A-11) Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(A-13) Government-Wide Debarment, Suspension, Ineligibility & Voluntary Exclusion (Contracts Exceeding \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award. By signing and submitting its proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by RTA. If it is later determined by RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the bidder or proposer must promptly notify the **Contracting Entity**. The Contractor must include a similar notification requirement in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(A-14) LOBBYING (Contracts Over \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official Date

(A-15) No Government Obligation To Third Parties

RTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(A-18) Program Fraud And False Or Fraudulent Statements Or Related Acts

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the

subcontractor who will be subject to the provisions.

(A-20) Recycled Products (Recovered Materials) (Applicable to Contracts with EPA Designated Items Valued at \$10,000 or more)

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

(A-21) Safe Operation Of Motor Vehicle Seat Belt Use

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or RTA.

Distracted Driving

Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

(A-23) Seismic Safety

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

(A-25) TERMINATION (Contracts exceeding \$10,000)

Termination for Convenience or Default (Architect and Engineering)

The **Contracting Entity** may terminate this contract in whole or in part, for the **Contracting Entity's** convenience or because of the failure of the Contractor to fulfill the contract obligations. The **Contracting Entity** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **Contracting Entity's** Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. **Contracting Entity** has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the **Contracting Entity**, the **Contracting Entity's**

Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the **Contracting Entity** may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the **Contracting Entity**.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of **Contracting Entity**.

Termination by RTA for Breach or Default

If Contractor does not deliver the Services in accordance with the Performance Schedule or in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, RTA may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract Price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

Opportunity to Cure

RTA, in its sole discretion may, in the case of a termination for breach or default, allow Contractor [seven (7)] calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [seven (7)] calendar days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate this Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(A-26) VIOLATION & BREACH OF CONTRACT

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this

Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.A-77

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights

and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (last revised March 18, 2013) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the Contractor. Thus, the Contractor agrees to comply with all City, State and Federal statutes, regulations, executive orders, and administrative guidance required for this Agreement. In signing this document, I declare under penalties of perjury that the forgoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

Signature: _____

Name: _____

Title: _____

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

ATTACHMENT A

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

ATTACHMENT B

Consultant Proposed Staffing Plan

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

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

ATTACHMENT C

LETTER OF AUTHORIZATION

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

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

Regional Transportation Authority of Central Oklahoma:

This letter authorizes _____ to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of _____ .
Company Name

Sincerely,

Signature of Authorized Agent

Print Title

Date

Print Name

Email Address

Title: *(must be checked)*

Owner

Chief Executive Officer [CEO]

Chairman or Chairman of the Board

President

Vice-President

Treasurer

Secretary

Assistant Secretary

Secretary-Treasurer

Other: _____

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

ATTACHMENT D

ANTI/NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

Type Name of Authorized Agent	Title
Signature	
Company Name	
Address	Zip Code
Telephone Number and Fax Number if any	

TO BE COMPLETED BY THE NOTARY:

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

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

My Commission Number: _____
[Oklahoma]

Type Name of Notary Public

My Commission Expires: _____
[Date/Year]

Signature of Notary Public



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approving Amended and Restated Professional Services Agreement with Holmes and Associates, LLC, July 1, 2024 to June 30, 2026, extending the term of the agreement from July 1, 2024 to June 30, 2026, estimated Fiscal Year 2025 not to exceed amount of \$700,000.

Background The Regional Transportation Authority of Central Oklahoma (RTA) entered into an Agreement for Professional Services with Holmes & Associates LLC to provide legal and technical assistance and planning support for the RTA.

Homes and Associates, LLC, continues to perform additional tasks in the original Scope of Work under the supervision and direction of the RTA Board of Directors. The RTA and Holmes and Associates, LLC, agree to renew the agreement for an additional two-year period.

Holmes and Associates, LLC, will continue to support the RTA as the Owner's Representative to assist the RTA in the development, review, and assessment of request for proposals that may be issued by the RTA, and to supervise and manage the development, construction, and implementation of a public transportation system and related improvements.

Recommendation: Amended and Restated Professional Services Agreement be approved.

Jason Ferbrache
Interim Executive Director

AMENED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made effective the 1st day of July 2024 (the “Effective Date”), by and between Holmes & Associates LLC (Consultant), and Regional Transportation Authority of Central Oklahoma (RTA). Consultant and RTA may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the RTA and CONSULTANT entered into a Professional Services Agreement, effective July 1, 2022; and,

WHEREAS, the Professional Services Agreement established the CONSULTANT as the Owner’s Representative to assist RTA in the development, review, and assessment of requests for proposals that may be issued by RTA, and to supervise and manage the development, construction, and implementation of a public transportation system and related improvements; and

WHEREAS, RTA desires to extend the Agreement with Consultant for an additional Term; and

WHEREAS, Consultant and RTA have agreed on all terms and conditions set forth below and both Parties agree to abide by this Agreement.

NOW, THEREFORE, based on the foregoing, the Parties agree as follows:

AGREEMENT

1. Scope of Services.

- a. Consultant agrees to provide services to RTA as set forth in Exhibit A during the Term of this Agreement. New services may be added to this Agreement by the attachment of new Exhibits signed by both Parties. For purposes hereof, the “Term” of this Agreement shall commence on the Effective Date and continue for a period of two (2) years thereafter. Upon the expiration of the Term, this Agreement may be extended by written agreement of the Parties for an additional Term for a period as agreed upon by the parties.
- b. Consultant agrees to serve as Owner’s Representative to assist RTA in the development, review, and assessment of requests for proposals that may be issued by RTA, and to supervise and manage the development, construction, and implementation of a public transportation system and related improvements.

2. Payment.

- a. In exchange for the services to be provided by Consultant during the Term, RTA agrees to pay Consultant for wages, costs, and expenses incurred by Consultant in the performance of the Work; *provided that*, in no event shall such wages, costs, and expenses compensated hereunder during the Term exceed an aggregate amount of \$ 1,400,000.00.
- b. RTA will reimburse Consultant for work performed at the rate of \$410 per hour for productive working hours and for time spent in travel at the hourly rate of \$205.
- c. RTA will reimburse Consultant for costs and expenses incurred in connection with subcontracts and consulting agreements entered into with third parties for performance of any of the Work which Consultant agrees to render pursuant to this Agreement. If Consultant subcontracts a portion of the Work, a project management fee equal to 15% of the subconsultants total cost for this work will be paid to the Consultant for administration and management of the project.
- d. RTA will reimburse Consultant for actual costs of travel and subsistence according to the established policies of RTA, as may be updated from time to time in RTA's sole discretion. Travel shall be limited to two (2) trips per month. Any travel in excess of this amount must be approved by the Interim Executive Director in writing, prior to the Consultant incurring any costs related to travel and/or the additional trip(s).
- e. RTA will reimburse Consultant for other direct nonwage costs and expenses incurred by Consultant in connection with its performance of the work which may include, but not be limited to, photocopies, printing, and computerized legal research.
- f. At the end of each month the Consultant shall submit invoices to RTA for payment in the form specified by RTA and following the accounting protocols directed by RTA. Such invoices must be received by RTA by no later than the fifth (5th) calendar day of that succeeding month to ensure Consultant will be paid within thirty (30) calendar days of receipt. Any invoices received after the fifth (5th) calendar day of that succeeding month, may not be considered for payment until the month following and Consultant may not be paid until thirty (30) calendar days following that later date. The amount invoiced shall cover wages, costs, and expenses incurred by Consultant to perform the Work during the preceding accounting period. Supporting documentation for all costs contained in the invoice will be submitted with each invoice and in such detail

as RTA may require. RTA shall have the right to disapprove specific elements of each invoice. RTA shall provide, in writing, such disapproval to the Consultant within twenty-five (25) working days of invoice submittal. Approval by RTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved in writing shall be paid in accordance with the terms above. Invoices that have been timely received and have not been disapproved by RTA, but which have not been paid within 60 days after the invoice submittal will be assessed a late fee of 5 percent, per annum, calculated on the unpaid balance.

- g. The Consultant shall submit with each Invoice a time sheet showing cost documentation related to the performance of labor services under this Agreement, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of RTA, written or electronic data supporting the labor services shall be made available within a reasonable time during the Term and for a period of three (3) years thereafter. Consultant agrees that it shall require (as a matter of written contract) that similar records be maintained by all sub-Consultants at any tier utilized in the performance of this Work.

3. Independent Consultant. Consultant acknowledges and agrees that it is an independent Consultant and neither it nor its employees are employees, partners or part of a joint venture with RTA.

4. Licensing. Consultant agrees that it has all the necessary and appropriate experience and licensing required by law or that is standard in the industry for the nature of the services being rendered. Consultant further agrees to maintain such licensure throughout the term of this Agreement.

5. Insurance. Consultant agrees to maintain: a) occurrence type Commercial General Liability Insurance in the minimum amount of One Million Dollars and No Cents (\$1,000,000) at all times during the Term; b) automobile insurance covering owned, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage; and c) Workers' Compensation in the minimum amount of One Million Dollars (\$1,000,000) at all times during the Term, insurance or a waiver conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its sub-Consultants, representatives, or agents as long as they are engaged in the work covered by this Agreement or such sub-Consultants, representatives, or agents shall provide evidence of their own Worker's Compensation insurance.

6. Ownership of Materials. All data, including but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, hereinafter referred to as data and materials developed by the Consultant as a part

of its Work under this Agreement are the property of RTA and upon completion of this Agreement, or upon the termination or cancellation of this Agreement shall be delivered to RTA prior to final payment. All other materials provided to Consultant by RTA to perform this Agreement shall be retained by RTA at completion, termination, or cancellation.

7. Applicable Laws.

- a. Consultant shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to Consultant's operations.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma.

8. Representatives. RTA hereby appoints RTA Interim Executive Director Jason M. Ferbrache as the representative to assist in the administrative management of this Agreement, to ensure that the work to be performed is timely and adequately performed, and to provide for any approvals as may be required by this Agreement. RTA's representative shall assist in monitoring and evaluating this Agreement to completion. Consultant's representative is Kathryn A. Holmes. Consultant shall be responsible to complete the work as described in its response to the RFP and Exhibit A.

9. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the Consultant: Holmes & Associates LLC
ATTN: Kathryn A. Holmes
910 S. Donner Way, Ste. 304
Salt Lake City, Utah 84108
Email: kathryn@holmesassociatesllc.com

If to RTA: Regional Transportation Authority of Central Oklahoma
ATTN: Jason M. Ferbrache
2000 S. May Avenue
Oklahoma City, OK 73108
Email: jason.ferbrache@okc.gov

Either Party may change their address upon written notice to the other Party.

10. Event of Default. The material breach or failure of either party to pay any amount required hereunder or perform any other covenant, condition, agreement or

provision contained herein within ten (10) days after receipt by that party of written notice of such breach or failure shall each constitute an “Event of Default” hereunder. Upon the occurrence and continuance of an Event of Default, the non-defaulting party may, at its option and without any obligation to do so, terminate this Agreement and/or pursue any remedy now or hereafter available under the laws or judicial decisions of the State of Oklahoma.

11. Attorney’s Fees. Each party to this Agreement will bear its own costs, expenses, claims to interest, and attorney’s fees incurred in or arising out of, or in any way connected with the matters which are referenced or covered in this Agreement.

12. Termination.

- a. Without Cause. RTA may terminate this Agreement for any reason or for no reason upon at least sixty (60) days’ prior written notice to Consultant.
- b. For Cause. RTA shall have the right to immediately terminate this Agreement upon notice to Consultant in the event that Consultant: (i) triggers an Event of Default by failing to comply with any of the covenants, representations or warranties set forth in this Agreement or as set forth in the RFP and to cure same within a reasonable period of time; (ii) is convicted of or pleads guilty or no contest to any crime (other than a minor traffic violation) or commits or participates in an injurious act of any person, any act of fraud or dishonesty, or a willful or grossly negligent act that causes or may cause harm to RTA or its business.
- c. If the Agreement is terminated for any reason other than as described in Section 7(b), then RTA shall pay to Consultant in accordance with the final terms and conditions of this Agreement all sums actually due and owing from RTA for all Work performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Consultant to affect such suspension or termination.

13. Taxes and Assessments. Consultant shall pay all lawful taxes, assessments, or charges which at any time may be levied any tax or assessment levying body upon its interest in this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.

15. Assignment. This Agreement may not be transferred or assigned by Consultant without the written permission of the RTA, which may be withheld at its sole discretion.
16. Agreement Binding. Consultant covenants that the provisions of this Agreement shall be binding upon its heirs, successors, representatives, and agents.
17. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waiver of any term, condition, or other provision of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
18. Confidentiality. Consultant acknowledges that during the term of the Agreement and thereafter, it will have access to and become acquainted with confidential information that is valuable, special or a unique asset of RTA or that is a protected record as defined by Oklahoma law (“Confidential Information”) which shall be protected from improper disclosure. Consultant agrees that it will not at any time or in any manner either directly or indirectly, use any Confidential Information for his own benefit, or divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of RTA. Consultant agrees to protect the Confidential Information and treat it as strictly confidential. A violation of this clause shall be material breach of this Agreement. If it appears that Consultant has disclosed (or has threatened to disclose) Confidential Information in breach of this Agreement, then RTA shall be entitled to an injunction to restrain it from disclosing, in whole or in part, such Confidential Information, or from providing any services to any party to whom such Confidential Information has been disclosed or may be disclosed.
19. Waivers. The failure or delay of any party at any time to enforce this Agreement shall not affect such party’s right to enforce this Agreement at any other time. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in any other circumstance.
20. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. A facsimile signature on this Agreement shall be considered as an original signature.

APPROVED by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma the _____ day of _____ 2024.

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA**

Mary Mélon-Tully, Secretary

Brad Henry, Chairperson

Holmes & Associates LLC

Kathryn A. Holmes, Managing Member

Reviewed for form and legality.

Assistant Municipal Counselor

EXHIBIT A
Scope of Services FY 25 and FY 26

TASK 1: Project Management		
Task No.	Key Tasks	Notes
1.1	Attend RTA Board Meetings	Monthly for 24-month schedule
1.2	Attend Outreach Committee Meetings	2-3 per month for 24-month schedule
1.3	Weekly check-in meetings with On-Call Engineering consultants	Weekly for 24-month schedule
1.4	Monthly check-in meetings with financial planning consultant	Monthly for 9-month schedule
1.5	Monthly check-in meetings with economic advisor consultant	Monthly for 9-month schedule
1.6	Coordinate with CIG consultant	Monthly for 24-month schedule
1.7	Coordinate with agencies such as ODOT, FTA, FRA, Amtrak and others	Monthly for 24-month schedule
1.8	Maintain and updated key RTA documents including trust indenture and/or bylaws	As needed for 24-month schedule
TASK 2: North/South Commuter Rail Financial Assessment		
Task No.	Key Tasks	Notes
2.1	Continue discussions with BNSF regarding potential commuter rail operations	Q1, Q2, Q3, Q4
2.2	Work collaboratively with BNSF to develop an operations plan which accommodates essential freight rail service and reliable, affordable passenger service	Q1, Q2, Q3, Q4
2.3	Oversee BNSF operations modeling and engineering phase	Q1, Q2, Q3, Q4
2.4	Oversee maintenance and cost modeling scenarios	Q1, Q2, Q3, Q4
2.5	Update assumptions regarding commuter operations with likely actual trackage rights and operating scenarios informed by BNSF discussions.	Q1, Q2, Q3, Q4
2.6	Prepare materials for FTA consideration of RTA as designated recipient	Q2, Q3, Q4
2.7	Manage process for RTA becoming direct recipient status	Q1, Q2, Q3, Q4
2.8	Oversee analysis on RTA eligibility and competitiveness to prepare for entry to the FTA CIG program	Q2, Q3, Q4
2.9	Initiation of FTA CIG grant process	Q2, Q3, Q4

2.10	Conduct negotiations with BNSF regarding operations planning and freight and passenger capacity issues	Q1, Q2, Q3, Q4
2.11	Review concept engineering and probable cost estimates related to RTA-required facilities – stations, platforms, maintenance/layover facilities	Q1, Q2, Q3, Q4
2.12	Oversee pre-NEPA analysis	Q3, Q4
2.13	Oversee financial assessment with the adoption of an operating plan and identified capacity improvements	Q3, Q4
2.14	Assist with informing board about vehicle selection	Q3, Q4
TASK 3: RTA Referendum Planning		
Task No.	Key Tasks	Notes
3.1	Develop an initial staffing plan and budget	Q3, Q4
3.2	Develop information to support public opinion surveys	Q3, Q4
3.3	RTA facilitated meeting to discuss RTA staffing plan, budget, and polling information	Q3, Q4
3.4	Coordinate with marketing consultant and chamber on referendum matters	Q1, Q2, Q3, Q4
3.5	Work with tax commission and outside legal services provider re bonding capacity	Q1, Q2, Q3, Q4



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

- A. Public Hearing; and
- B. Resolution adopting the Fiscal Year 2025 budget and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.

Background The Fiscal Year 2025 Budget (Attachment "A") for the Regional Transportation Authority of Central Oklahoma (RTA) is being presented for public hearing, discussion by the Board of Directors, and final adoption. The budget covers general operations and administrative expenses, including such items as liability insurance, contracted professional services, financial audit, website maintenance, etc.

The Fiscal Year 2025 operating budget is \$2,049,278, a 23% percent decrease from the Fiscal Year 2024 budget, and the grant budget is \$350,622, a 69% decrease from the Fiscal Year 2024 budget. The decreased costs in the operating and grant budgets are related to the work to be completed by Kimley-Horn to prepare RTA's high-capacity transit projects for FTA consideration.

Upon adoption of the Fiscal Year 2025 Budget, staff will file the adopted Fiscal Year 2025 operating and grant budget with the governing bodies of the Beneficiaries, as per Section 7.13 of the Trust Agreement and Indenture.

Recommendation: To hold the public hearing, adopt the proposed Fiscal Year 2025 budget, and direct the Interim Executive Director to implement and administer the budget.

A handwritten signature in black ink, appearing to read "Jason Ferbrache", is written in a cursive style.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 24-0006

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA ADOPTING THE FISCAL YEAR 2024 BUDGET; AND DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO IMPLEMENT AND ADMINISTER THE BUDGET AS PER THE TRUST AGREEMENT AND INDENTURE.

WHEREAS, the Fiscal Year 2025 Budget (Attachment "A") for the Regional Transportation Authority of Central Oklahoma (RTA) is being presented for consideration by the Board of Directors; and

WHEREAS, a resolution setting the public hearing was adopted by the RTA on April 17, 2024 (Item No. 7); and

WHEREAS, a public hearing is being held on May 15, 2024 (Item No. 11.A.), as per the requirements of the Trust Agreement and Indenture; and

WHEREAS, the budget includes general operations and administrative expenses, such items as liability insurance, contracted professional services, financial audit, website maintenance, etc.; and

WHEREAS, the overall Fiscal Year 2024 Budget is \$2,049,278, a 23% decrease from the Fiscal Year 2024 Budget, and the grant budget is \$350,622, a 69% decrease from the Fiscal Year 2024 budget; and

WHEREAS, the decreased costs in the operating and grant budgets are related to the work to be completed by Kimley-Horn to prepare RTA's high-capacity transit projects for FTA consideration; and

WHEREAS, staff recommends the RTA Fiscal Year 2025 Budget be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby adopt the Regional Transportation Authority of Central Oklahoma Fiscal Year 2025 Budget (Attachment "A").

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby direct the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.

ADOPTED by the Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma this **15th** day of **May 2024**.

ATTEST:

**REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA**

Mary Mélon, Secretary

Brad Henry, Chairperson

REVIEWED for form and legality.

Assistant Municipal Counselor



Regional Transportation Authority
of Central Oklahoma

Fiscal Year 2025 Budget

OPERATING BUDGET

	Adopted FY 2024	Proposed FY 2025	Change from Prior Year	Percent Change
Operating Sources				
Edmond	\$257,375	\$158,602	-\$98,773	-38%
Norman	\$348,950	\$215,033	-\$133,917	-38%
Oklahoma City	\$1,856,292	\$1,143,901	-\$712,391	-38%
Subtotal	\$2,462,616	\$1,517,535	-\$945,081	-38%
Prior Year Carryover	\$196,706	\$531,743	\$335,037	170%
Total Operating Sources	\$2,659,322	\$2,049,278	-\$610,044	-23%
Operating Expenditures				
Contracts and Services	\$2,657,802	\$2,047,758	-\$610,044	-23%
Equipment and Supplies	\$1,520	\$1,520	\$0	
Total Operating Expenditures	\$2,659,322	\$2,049,278	-\$610,044	-23%

GRANT BUDGET

	Adopted FY 2024	Proposed FY 2025	Change from Prior Year	Percent Change
Grant Sources				
Federal Grant Funds	\$1,114,000	\$350,622		
Total Grant Sources	\$1,114,000	\$350,622	-\$763,378	-69%
Grant Expenditures				
Contracts and Services	\$1,114,000	\$350,622		
Total Grant Expenditures	\$1,114,000	\$350,622	-\$763,378	-69%