



BOARD OF DIRECTORS SPECIAL MEETING AGENDA

WEDNESDAY, JULY 15, 2020

1:00 P.M.

SPECIAL VIRTUAL MEETING

DIRECTORS:

City of Del City	Donald Vick
City of Edmond	James Boggs, Treasurer
City of Midwest City	Aaron Budd
City of Moore	Steve Eddy
City of Norman	Marion Hutchison, Vice Chairman
City of Oklahoma City	Brad Henry, Chairman
City of Oklahoma City	Mary Mélon, Secretary

Virtual Meeting: <https://okc.zoom.us/j/3243307877>

Meeting ID: 324 330 7877
Password: 321643

MEETING

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 that would like to participate in the meeting but requires an accommodation, modification of policies/procedures, auxiliary aid or service, or an alternate format of the agenda/information provided at the meeting, please contact the Trust Specialist at 405-297-2824 within 48 hours (not including weekends or holidays) of scheduled meeting. Individuals utilizing TTY/TDD technology for telephone communication should utilize the free “711 Relay Oklahoma” service by dialing 711 to assist you in contacting the Trust Specialist.

VIRTUAL MEETING

Phone No: 1-346-248-7799 or 1-888-475-4499 (toll free)

Meeting ID: 324 330 7877

Password: 321643

The RTA will hold a virtual meeting in conjunction with a special meeting on July 15, 2020 at 1:00 p.m. The RTA encourages virtual participation in the public meeting from the residents of Oklahoma City, Del City, Edmond, Midwest City, Moore and Norman. Below are instructions on how to listen to the meeting, request to speak on certain agenda items and how to request to speak under Public comments.

To speak on a certain agenda item, place a call, in advance of the meeting to 405-297-2824 or text your request in advance of the meeting to 405-479-1615 or email lisa.hubbell@okc.gov. Include your name, the agenda item number and the reason you would like to speak. **Please submit your request prior to the beginning of the meeting to avoid receiving your request after your item has been considered.** Staff will attempt to submit requests received during the meeting to process them to the Chairman. When you are recognized by the Chairman, please press *6 to unmute your phone.

If the virtual meeting is disconnected, staff will attempt to restore communications for a maximum of 15 minutes and if communications cannot be restored, the meeting will reconvene to the next regularly scheduled meeting. If you are disconnected, please try again before calling 405-297-2824 or texting 405-479-1615.

JULY 15, 2020

1:00 p.m.

SPECIAL VIRTUAL MEETING AGENDA

- 1. Call to Order – Brad Henry, RTA Board Chairman**
- 2. Roll Call – Brad Henry, RTA Board Chairman**
- 3. Minutes of June 17, 2020 Regional Transportation Authority Meeting**
- 4. Executive Director Reports – Jason Ferbrache, Interim Executive Director**
 - A. Administration Report
- 5. Committee Reports – Board of Directors**
 - A. Property Acquisition Committee – Discussion with BNSF Railroad
 - B. RFQ Evaluation Committee
- 6. Renewal of Professional Service Agreement with Holmes and Associates, LLC**, extending the term of the agreement from September 19, 2020 to September 18, 2022, estimated annual cost \$500,035.
- 7. Agreement with the Central Oklahoma Transportation and Parking Authority**, assigning the Regional Transportation Authority of Central Oklahoma as a sub-recipient for federal mass transit funding for the Oklahoma City urbanized area, estimated cost \$700,000.
- 8. Professional Services Contract with Kimley-Horn**, to update the Alternative Analysis of the Commuter Corridor Study, July 15, 2020 to July 14, 2024, cost not to exceed \$8,068,404; and authorize Notice to Proceed for Task Order 1, cost not to exceed total maximum fee of \$699,404.
- 9. Request for Proposal, RTA 21-001 External Audit Services**, for independent auditing services for the period of February 2019 to June 30, 2020, estimated cost \$15,000.
- 10. Receive Financial Report, and Ratify and Approve Claims**
 - A. Period of June 1, 2020 through June 30, 2020
- 11. Public Comments – Brad Henry, RTA Board Chairman**

12. Executive Session – Hailey Rawson, Legal Counsel

Enter into Executive Session to discuss real property acquisition with BNSF Railroad, as authorized by 25 O.S. (2019) §307 (B)(3).

13. Reconvene and Provide Executive Session Reportable Action(s)– Brad Henry, RTA Board Chairman

14. New Business – Brad Henry, RTA Board Chairman

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.

15. Adjournment



BOARD OF DIRECTORS MEETING MINUTES

The regular scheduled meeting of the Regional Transportation Authority (RTA) was convened at 2:37 p.m. on Wednesday, June 17, 2020, via teleconference. The agenda via teleconference was filed with the City Clerks of the City of Del City, the City of Edmond, the City of Midwest City, the City of Moore, the City of Norman, The City of Oklahoma City, and the Oklahoma County Clerk on June 15, 2020. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 15 minutes, items remaining for consideration will be moved to a certain date and time.

RTA Board of Directors Present

Brad Henry, Chairman
Marion Hutchison, Vice Chairman
James Boggs, Treasurer
Mary Mélon, Secretary
Donald Vick
Aaron Budd
Steve Eddy

Entity

Oklahoma City
Norman
Edmond
Oklahoma City
Del City
Midwest City
Moore

RTA Board of Directors Absent

None

Municipal Staff Support Present

Randy Entz, Edmond
Josh Moore, Edmond
Billy Harless, Midwest City
Tom Leatherbee, Del City

Guests Present

Kathryn Holmes, Holmes & Associates LLC
Heidi Katz, HNTB
Hayden Harrison, ACOG
Hannah Nolen, ACOG
Lee Nichols, HALFF
Mark Seibold, Crafton Tull
Chris Gray, CTA

Derek Sparks, OKC Chamber
Christy Jameson, City of OKC
Bill Crum, The Oklahoman

COTPA Staff

Jason Ferbrache, Interim Executive Director
Hailey Rawson, COTPA Legal Counsel
Suzanne Wickenkamp, Administrative Manager, COTPA
Michael Scroggins, Public Information Manager
Tysheeka Holley, Graphic Design Specialist
Iris Newman, Administrative Assistant
Lisa K. Hubbell, Trust Specialist

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

June 17, 2020

2:30 p.m.

TELECONFERENCE MEETING MINUTES

1. Call to Order – 2:37 p.m.

Chairman Henry called the meeting to order.

2. Roll Call – Brad Henry, RTA Board Chairman

PRESENT: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick

ABSENT: None.

3. Consider minutes of April 13, 2020 Regional Transportation Authority Meeting

Chairman Henry recommended an amendment; Tom Leatherbee should be listed as an employee instead of a guest.

AMENDED. Moved by Melon, seconded by Eddy. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon and Vick.

APPROVED. Moved by Melon, seconded by Eddy. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick.

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

A. Administration Report

Administrative Manager Suzanne Wickenkamp commented.

- Receipt of Conflict of Interest forms

- Renewal of Liability Insurance
- Public record on RTA website
- RFQ ALTERNATIVE ANALYSIS STUDY

5. Committee Reports – Board Directors

~~B.~~ A. Property Acquisition Committee

Director Hutchison commented

- 2 bills passed were unanimously
- Kathryn Holmes spoke with BNSF

~~C.~~ B. RFQ Evaluation Committee

Director Eddy commented

6. Resolution accepting the Evaluation Committee recommendation and approving the short list of proposers for RTA 2020-001, Alternatives Analysis Update; and authorizing negotiations with the most qualified respondent; and authorize the Interim Executive Director to request a cost proposal and initiate negotiations with the most qualified respondent, and if the negotiations are not successful with the most qualified respondent, authorize negotiations with the second most qualified respondent.

Interim Executive Director, Jason Ferbrache recommended an amendment of resolution to recommend short list with Kimley Horn as number one choice and HNTB as the number two choice.

AMENDED. Moved by Melon, seconded by Boggs. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon and Vick.

ADOPTED. Moved by Melon, seconded by Vick. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick.

7. Resolution adopting the Regional Transportation Authority of Central Oklahoma Fiscal Year 2021 Budget (Attachment "A"); and directing the Interim Executive Director to implement and administer the budget.

ADOPTED. Moved by Melon, seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick.

8. Receive Financial Reports, and Ratify and Approve Paid Claims:

- A. Period of April 1, 2020 through April 30, 2020
- B. Period of May 1, 2020 through May 31, 2020

RECEIVED AND APPROVED: 8. A-B. Moved by Eddy, seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick.

9. Public Comments – Brad Henry, RTA Board Chairman

None

10. New Business – Brad Henry, RTA Board Chairman

None

11. Adjourned – 3:07 p.m.

APPROVED by the Board of Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma, on this **15th** day of **July, 2020**.

ATTEST:

Mary Mèlon, Secretary

Brad Henry, Chairman



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Renewal of Professional Services Agreement with Holmes and Associates, LLC, extending the term of the agreement from September 19, 2020 to September 18, 2022, estimated annual cost \$500,035.

Background On September 19, 2017, the Association of Central Oklahoma Governments (ACOG) entered into an agreement with Holmes and Associates, LLC, to provide legal and technical assistance in planning support to define and create the Regional Transportation Authority of Central Oklahoma (RTA). ACOG renewed the agreement in 2018, for a period of two years. On November 1, 2019, ACOG and the RTA entered into an Assignment and Assumption Agreement, assigning the professional services contract to the RTA.

Holmes 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 addition two year period.

Holmes and Associates, LLC will continue to support the RTA in updating the Alternatives Analysis of the Commuter Corridor Study and facilitate negotiations with BNSF for right of way acquisitions related to developing a light rail commuter system.

Recommendation: Approve the Agreement.

Jason Ferbrache
Interim Executive Director

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made effective the 19th day of September 2020 (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, ACOG is an Oklahoma public agency designated as a Metropolitan Planning Organization for the Central Oklahoma region and governed by its Regional Council, which is made up of officials from various local governments in the region; and

WHEREAS, on September 22, 2015, ACOG created a Regional Transit Authority Task Force (Task Force) comprised of interested Central Oklahoma municipalities for the purpose of developing a Regional Transportation Authority pursuant to the authority found in Title 68, Oklahoma Statutes §68-1370.7 (2014); and

WHEREAS, on April 18, 2017, ACOG, on behalf of the Task Force, did publicly issue a Request for Proposal (RFP) Defining and Creating a Regional Transit Authority in Central Oklahoma seeking interested parties to submit statements of qualifications to provide legal and technical assistance and planning support (Work) as described in the RFP;

WHEREAS, upon ACOG’s evaluation of the proposers’ project understanding, approach to work, statement of qualifications, and experience working with metropolitan planning organizations and state departments of transportation, ACOG did select Consultant as the preferred entity to negotiate a contract to perform the Work (Agreement);

WHEREAS, the Agreement has an expiration date of September 19, 2020, which may be extended as permitted therein; and

WHEREAS, Consultant satisfactorily performed the initial scope of the Work as described in the RFP and led the Task Force to create the RTA as a public trust pursuant to the authority of Title 60 OS §176, as authorized by Title 68 OS §1370.7, for the purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of a regional transportation district; and

WHEREAS, the RTA is governed by its Board of Directors (the RTA Board) comprised of appointed representatives of beneficiaries of the trust; and

WHEREAS, effective November 1, 2019, ACOG assigned all its rights and obligations under the Agreement to RTA; and

WHEREAS, RTA desires to extend the Agreement with Consultant for an additional Term to perform the Work set forth in the Scope of Services; 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 \$ 1,070,000.00.
- b. RTA will reimburse Consultant for work performed at the rate of \$395 per hour.
- 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.
- 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 of 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. In the event of any arbitration or litigation arising out of this Agreement or an Event of Default, the non-prevailing party shall reimburse the prevailing party for out of pocket costs through arbitration, trials and appeals, including without limitation, its reasonable attorney fees, court costs, bonds, and witness fees.

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as the day, month, and year first written above.

Regional Transportation Authority of Central Oklahoma

Jason M. Ferbrache, RTA Interim Executive Director

Holmes & Associates LLC

Kathryn A. Holmes, Managing Member

EXHIBIT A

Scope of Services

TASK 1: Railroad Discussions [Months 1-10]		
Task No.	Key Tasks	Deliverables
1.1	Continue discussions with BNSF regarding potential commuter rail operations	Monthly Reporting
1.2	Participate with BNSF in operations planning	Monthly Reporting
1.3	Identify freight and passenger capacity issues	Schedule of Issues
1.4	Work collaboratively with BNSF to develop operations plan which accommodates essential freight rail service and reliable, affordable passenger service	Conceptual Operations Plan: service, operations, infrastructure
TASK 2: Alternatives Analysis Update [Months 1-24]		
Task No.	Key Tasks	Deliverables
2.1	Supervise and manage AA Consultant	Monthly Reporting
2.2	Oversee AA Update with adoption of LPA on North/South/East Corridors	Monthly Reporting
2.3	Review regional travel model with emphasis on mode choice element	Memorandum documenting observations
2.4	Review station location and update selection	Memorandum documenting observations
2.5	Review future land use assumption inputs into the travel model to understand proposed corridors and compatibility with transit-supportive land uses	Memorandum documenting observations
2.6	Update assumptions regarding transit operations with likely actual trackage rights and operating scenarios informed by BNSF discussions.	Memorandum documenting observations
2.7	RTA facilitated meeting to report on Alternatives Analysis Update: Modal recommendation for LPAs, station area plans, service plans, scenario development, conceptual engineering, operating costs, ridership evaluation using FTA STOPS method	Agenda Meeting materials Presentation
2.8	Adopt LPA for mode and station locations for corridors	Locally Preferred Alternative Report

TASK 3: RTA Referendum Planning [[Months 12-24]		
Task No.	Key Tasks	Deliverables
3.1	Support activities to pass railroad immunity legislation	Draft legislation and supporting materials as needed
3.2	Develop initial staffing plan and budget	RTA staffing plan and budget
3.3	Develop information to support public opinion surveys	Polling information
3.4	RTA facilitated meeting to discuss RTA staffing plan, budget, and polling information	Agenda Meeting materials Presentation
TASK 4: FTA CIG Program and Financial Planning [Months 20-24]		
Task No.	Key Tasks	Deliverables
4.1	RTA Board training regarding FTA CIG program requirements	PowerPoint presentation
4.2	Develop key policies and procedures to manage risk and build culture of compliance within FTA grant framework	Draft key FTA policies and procedures: Grants Management, Spending/Contracting, Record Retention, Civil rights
4.3	RTA facilitated meeting: Training on FTA program requirements; Discuss key policies and procedures	Agenda Meeting materials Presentation
4.4	Initiation of FTA CIG grant process	Financial Planning Framework



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Agreement with the Central Oklahoma Transportation and Parking Authority, to establish the Regional Transportation Authority of Central Oklahoma as a subrecipient of the Central Oklahoma Transportation and Parking Authority to establish necessary procedures and accountability for federal grant funds that are available to update the Alternative Analysis for regional fixed guideway public transportation, retroactive to July 1, 2020 to June 30, 2025.

Background During the January 29, 2020 Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors meeting, the RTA entered into a Memorandum of Understanding with the Central Oklahoma Transportation and Parking Authority (COTPA) to provide administrative services to RTA (Item VI. A.).

Currently the RTA is advancing two major initiatives, negotiations with BNSF for potential access to the BNSF rail corridor and selecting a consultant to assist in updating the Alternative Analysis (AA) / Commuter Corridor study completed in 2013.

Funding for the AA update study was originally programmed as part of the PL Planning funds received by ACOG from FHWA through ODOT. It has been determined that the RTA is not eligible to be a direct or subrecipient of the PL funds so FHWA, FTA and ODOT have agreed that to obligate the PL funds for the original purpose of updating the AA, a portion of the 5307 funds allocated to COTPA to advance public transit within the region be programmed for the AA update. To effectuate this arrangement and to be consistent with FTA guidance, the RTA shall be a subrecipient of COTPA.

With approval of this agreement, the RTA will be an eligible subrecipient of COTPA. COTPA will provide subrecipient monitoring and assist in administering the consultant agreement. The total funding available for this study is \$700,000.

Recommendation: Approve the Agreement.

Jason Ferbrache
Interim Executive Director

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of July, 2020 ("Effective Date"), by and between the CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY, public trust ("**COTPA**"), and the Regional Transit Authority, municipal corporation ("**RTA**").

WITNESSETH:

WHEREAS, there exists in the Oklahoma City, Oklahoma urbanized area, which includes the Regional Transit Authority of Central Oklahoma, a need for public mass transit service; and

WHEREAS, **COTPA** has been designated as the recipient of all federal mass transit funding for the Oklahoma City urbanized area; and

WHEREAS, the **RTA** has an Administrative Service Agreement with **COTPA**, to provide administrative services; and

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

PURPOSE

The purpose of this Agreement is to establish the RTA as a subrecipient of COTPA for federal grant funds for the purpose of updating the Alternative Analysis for fixed guide way public transportation for the region and require the RTA to have the necessary controls and procedures to meet federal requirements associated with the expenditure of federal grant funds.

TERM

The term of this Agreement shall commence on July 1, 2020 and continue until June 30, 2025.

FEDERAL FUNDING

The funding schedule is to be determined annually and is subject to funding availability.

RTA agrees to provide to **COTPA** a Transportation Improvement Program (TIP) list of current Transportation projects for which federal funding is being requested. TIP projects should be presented to the Administrator of **COTPA** each December 1st for the upcoming fiscal year.

COTPA will reimburse **RTA** the applicable percentage federal funding apportionment after proper documentation to verify compliance with all applicable federal rules and regulation and reimbursable invoices are submitted by **RTA** and reviewed and accepted by **COTPA**.

FTA TERMS AND CONDITIONS

The **RTA** agrees to comply with all applicable Federal Transit Administration (FTA) Certifications and Assurances and are considered as integral to this Agreement. The Certifications and Assurances for FTA Assistance Programs may be found at <http://www.fta.dot.gov/grants/13071.html>. The **RTA** will be certified

through **COTPA** and will be incorporated in this Agreement upon execution by **COTPA**. Certain provisions of these Terms and Conditions are applicable separately or jointly to the parties to this Agreement. The **RTA** agrees to comply with the requirements as applicable and to execute all attached affidavits. The **RTA** further agrees that any Federal term, condition or requirement which conflicts with any provision of this Agreement and/or local directive or requirement shall take precedence over any such stipulation.

REPORTING REQUIREMENTS

RTA agrees to implement appropriate systems to capture the financial and non-financial information required by provisions of the FTA's National Transit Database as outlined in 49 CFR 630 and/or other reporting deemed reasonably necessary by **COTPA**.

CONDITIONS

1. By May 1 of each agreement year, the **RTA** agrees to certify adherence to the FTA Certifications and Assurances by providing to **COTPA** the following applicable policies and procedures, including but not limited to:
 - a. Procurement policies and procedures that comply with 49 CFR 18.36, or as amended
 - b. DBE Program, goals, and complaints as outlined in 49 CFR Part 26, or as amended
 - c. Title VI, DBE, EEO, and ADA Program, goals, and complaints as outlined in 49 CFR 21, 49 U.S.C. 5332(b), 49 CFR Part 26, and 49 CFR part 37, or as amended
 - d. Procedures for compliance with Rolling Stock Reviews and Bus Testing, or as amended
 - e. Proof of compliance with providing Transportation Services for Individuals with Disabilities as outlined in 49 CFR part 37, or as amended
 - f. Proof of a Public Transportation Safety Plan as outlined under 49 U.S.C. 5329, or as amended
 - g. Procedures for Alcohol and Controlled Substances Testing as required in 49 U.S.C. 5331 and 49 CFR part 655, or as amended
 - h. Maintenance policies, procedures and record retention as required by 49 CFR 18 specifically 49 CFR 18.32, or as amended
2. **COTPA** agrees to assist in the review of procurement specifications that may result from this Agreement.
3. **RTA** agrees to maintain the **COTPA** inventory spreadsheet for the tracking of assets purchased using FTA funds.
4. **RTA** agrees to provide **COTPA** a quarterly project status report for any unspent FTA grant items.
5. **RTA** agrees to all of the applicable terms and conditions of any grant and requirements imposed by FTA and **COTPA**.
6. **RTA**, agrees to allow **COTPA** access to any books, documents, papers or records of **RTA** which are directly pertinent to any contracts, purchases or reimbursement made under this Agreement. Such access shall be for the purpose of making audits, examinations, and/or transcriptions.
7. Any future funding awarded to **COTPA** may be extended to **RTA** at **COTPA**'s discretion. Any additional funding awarded to **RTA** by **COTPA** shall be provided under, but not limited to, the conditions of this Agreement.
8. **RTA** agrees to assist and support **COTPA**, upon request, during the Triennial review process that may occur during the term of this Agreement.

INSURANCE

RTA agrees to have any Consultant obtain, provide and maintain public liability insurance, insuring **RTA** and its agents against all legal liability for injury to persons (including wrongful death) and damages to property resulting directly from Consultant or Consultant's employees or agents' negligence in connection with services provided in fulfillment of this Agreement. The insurance will have liability limits in amounts of not less than **COTPA**'s maximum liability under the Governmental Tort Claims Act, 25 O.S. §151 *et seq.*, as amended from time to time and is currently \$1,000,000 per occurrence, \$175,000 per bodily injury and \$25,000 for property damages. If vehicles, equipment, furniture, fixtures, or merchandise are purchased under this Agreement, then a certificate of insurance shall be furnished to **COTPA** for any such purchases under this Agreement.

EXCUSABLE DEFAULT

RTA shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control such as, but not limited to, acts of God, strikes, war, or other emergencies making performance impossible or illegal.

ASSIGNABILITY

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

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by parties hereto and any changes must be effectuated in writing. The **RTA** acknowledges responsibility for understanding and interpreting Federal regulations and will include **COTPA** in any communication with FTA regarding its certifications and assurances. It is understood that the intent of this Agreement is to effect public Transportation service in the most efficient and effective manner possible for central Oklahoma. Each party agrees to show good faith and work harmoniously to provide the best possible services. Each party understands and agrees that any provision of this Agreement, now or as amended in the future, found to be in conflict with any federal regulation shall be null and void, not binding on either party.

LAW CONTROLLING

It is the understanding of the parties that each and every provision of law required to be inserted in this Agreement shall be deemed to be and hereby is inserted and to the extent necessary, this Agreement shall be so modified.

GOVERNING LAWS

The parties expressly agree that this Agreement shall be construed and interpreted in accordance with the subject to the laws of Oklahoma. Parties hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The Parties irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this

Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph.

CONFLICT OF INTEREST

No member of **COTPA**, the City of Oklahoma City, or any employee of the **RTA** or the **RTA's** agents who exercise any function of responsibility in the review or approval of the carrying out of the work and services to be performed under this Agreement shall have any personal interest, direct or indirect, in any corporation, firm or association, which has an interest in this Agreement.

TERMINATION

In the event of non-compliance with the Agreement or the FTA Grant contract by **RTA**, **COTPA** may, at its discretion, take action which may include termination of all financial assistance provided pursuant to this Agreement and/or require **RTA** to return to **COTPA** any financial assistance received pursuant to this Agreement.

Either party may terminate this Agreement by notifying the other party ninety (90) days in advance of its intent to so end the Agreement. The notification must be written and sent postage paid to the other party's business address by certified or registered mail.

IN WITNESS WHEREOF, this Agreement was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this 10th day of July, 2020.

ATTEST: (seal)

Secretary



**CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY**

Chairman

REVIEWED as to form and legality.

Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement was approved and executed by the Regional Transit Authority this _____ day of _____, 2020.

ATTEST:

Regional Transit Authority

Secretary

Chairman, Regional Transit Authority



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Professional Services Contract with Kimley-Horn and Associates, Inc., to update the Alternative Analysis of the Commuter Corridor Study, July 15, 2020 to July 14, 2024, cost not to exceed \$8,068,404; and authorize Notice to Proceed for Task Order 1, cost not to exceed total maximum fee of \$699,404.

Background At the April 13, 2020, special meeting of the Regional Transportation Authority of Central Oklahoma (RTA), the board adopted a resolution (Item 6) authorizing the Interim Executive Director to release the request for qualifications (RFQ) for RTA 2020-001 Alternatives Analysis Update, as soon as funding was confirmed. Funding was confirmed in April. The Interim Executive Director issued the RFQ, legally advertising the solicitation in the Journal Record on May 4, 2020, and on May 11, 2020.

Addendum No. 1 was issued on May 11, 2020, clarifying instructions and guidelines in the RFQ. The pre-proposal meeting was held on May 15, 2020. Questions were due on May 19, 2020, and Addendum No. 2 was issued on May 22, 2020, answering the questions received. On June 5, 2020, three proposals were received.

On June 9, 2020, the Evaluation Committee and the Technical Advisory Committee met to evaluate the proposals. The Evaluation Committee scheduled interviews with the top two respondents for the morning of June 17, 2020. Due to the timing of events, the Evaluation Committee provided an oral recommendation of the top respondents at the meeting and determined Kimley-Horn and Associates, Inc. to be the most qualified respondent.

The RTA successfully negotiated a four-year contract, executed by task order based upon available funds. Year One includes the update of the Alternatives Analysis of the Commuter Corridor Study (CCS) with adoption of the corridor Locally Preferred Alternatives and the development of a Regional Rail Transit System Plan. Years Two through Four, include implementation strategy work and work related to the planning process of the Local Preferred Alternatives (LPA) projects to include National Environmental Policy Act (NEPA), station areas, service development, ridership modeling, preliminary engineering, preparation of the environmental document, and initiation of the FTA CIG grant process.

Recommendation: Approve Professional Services Contract.

Reviewed by:



Jason Ferbrache
Interim Executive Director

Contract Number: **RTA 20-001**

Professional Services Contract

PROJECT:

RTA 2020-0001 ALTERNATIVES ANALYSIS UPDATE

OWNER:

Regional Transportation Authority
of Central Oklahoma

CONSULTANT:

Kimley-Horn and Associates, Inc

PROFESSIONAL SERVICES CONTRACT

This **PROFESSIONAL SERVICES CONTRACT** (“Contract”) is made and entered into and shall be effective as of July 15, 2020 (“Effective Date”) by and between Kimley-Horn and Associates, Inc., a North Carolina corporation (“Consultant”), and the Regional Transportation Authority of Central Oklahoma (“RTA”), a public trust created pursuant to 68 O.S. §1370.7 and 60 O.S. §176, et seq., as amended.

RECITALS

- A. WHEREAS, The RTA sent out a Request for Qualifications (“RFQ”), RFQ 2020-0001, on May 4, 2020 for professional services requesting qualifications from consulting firms to perform an Alternatives Analysis Update (“Project”).
- B. WHEREAS, In response to the RFQ, the Consultant submitted a Proposal dated June 5, 2020 (“Proposal”).
- C. WHEREAS, Consultant agrees to provide the RTA all services using that degree of care and skill ordinarily exercised, under similar circumstances by experts of its profession in the same locality at the time services are rendered (“the Standard of Care”).

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

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

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

- 1.1 Contracting Officer** means the Interim Director of the RTA, or his designated representative.
- 1.2 Deliverable** means any document, item, service, or work product that the Consultant is responsible for providing to the RTA under this Contract and which becomes property of the RTA upon delivery, acceptance, and payment for same, even if the Milestone has not been completed and/or paid.
- 1.3 Environmental Law** means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, which pertains to health, safety, any

Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above-ground tanks) and shall include without limitation, the Resource, Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et. seq. (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act (TSCA), 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Occupational Safety and Health Act (OSHA), as amended; the Clean Air Act, as amended; and any other state, federal or local environmental statutes, rules, regulations, ordinances, orders and/or decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 1.4 **Environmental Permit** means any permit, license, approval, consent, or authorization issued by a federal, state, or local government entity concerning, covering, or relating to any Environmental Law.
- 1.5 **Hazardous Materials** means (a) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.), as amended from time to time, and regulations promulgated thereunder.
- 1.6 **Milestone** means major stage for Work performance which are presented within **Exhibit B**, more particularly, measurable and identifiable in each Task Order (TO).
- 1.7 **Project Manager** means the RTA Owner’s Representative designated by the RTA as the primary person with oversight of the Project and as the primary point of contact for the Project.
- 1.8 **Railroads** shall collectively mean BNSF Railway (BNSF), Union Pacific Railroad (UPRR), and Amtrak.
- 1.9 **Standard of Care means** degree of care and skill ordinarily exercised, under similar circumstances by experts of its profession in the same locality at the time services are rendered.
- 1.10 **Work** means the furnishing of personnel, services, labor, and other incidentals necessary to the successful completion of design, and contract administration, of the Project and the carrying out of the duties and obligations imposed by this Contract, including alterations, amendments, or extensions thereto made by Change Order. Such Work shall be described in detail in the Scope of Services in Supplementary Conditions **Exhibit A**.
- 1.11 Task Order means the formal written authorization from RTA to Consultant for each project milestone (**Exhibit D**). Each TO shall include scope, tasks, schedule, and budget (hourly or fixed price or a combination) for each Milestone. Task Orders shall be in effect through July 14 of each year and may be renewed and/or updated thereafter.

ARTICLE 2 - INTERPRETATION

- 2.1 Subject to the terms and conditions of this Contract, RTA retains Consultant, an

independent contractor, to provide RTA all services, in accordance with the Standard of Care.

- 2.2** This Contract governs the Scope of Services including, but not limited to, all services, products, solutions, and deliverables to be provided by Consultant to the RTA. The **Exhibits** are incorporated into this Contract by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.
- 2.3** The text of this Contract, together with the **Exhibits**, constitutes the entire Contract and the only understanding and Contract between the RTA and Consultant with respect to the services, products, solutions, and deliverables to be provided by Consultant hereunder. This Contract may only be amended, modified, or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Contract.
- 2.4** The following **Exhibits** are attached to this Contract and are incorporated into and made a part of this Contract by reference. If there is a conflict in language, terms, conditions, or provisions, in this Contract between the text of this document, Professional Services Contract and any language, term, condition, or provision in any **Exhibit**, then the text of this document, Professional Service Contract shall govern and control over any conflicting language, term, condition, or provision in any **Exhibit**. As among the **Exhibits** any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Exhibit A: Scope of Services and Tasks

Exhibit B: Project Schedule, Milestones

Exhibit C: Compensation Basis

Exhibit D: Task Order Sample

Exhibit E: Staffing Chart and Key Personnel

Exhibit F: Required Inclusions- Certifications and Forms

Exhibit G: Insurance

Exhibit H: Request for Qualification RFQ 2020-0001

Exhibit I: Consultant's Proposal

ARTICLE 3 – DESCRIPTION OF WORK

3.1 Term

This Contract is for a term of four years from the Effective Date.

This Contract is, thereafter, renewable annually for additional one-year periods at the option of the RTA. Should the RTA desire to renew the Contract, a written preliminary notice will be furnished to the Consultant a minimum of thirty (30) days prior to the expiration date of the Contract. Such preliminary notice will not be deemed to commit the RTA to renew.

3.2 Commencement

This Contract shall commence upon the Effective Date with the issuance by RTA of Task Order (TO). These TOs will govern the subsequent Contract Year (July 15 – July 14) and will

specifically document the scope, schedule, milestones and budget for that subsequent year. The Contract shall continue in effect for four years as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein.

On July 14 of each year following commencement, all Work will stop until the RTA issues updated TOs with an approved budget, scope, and schedule which will govern the subsequent Contract Year. Each Milestone will commence upon its own independent Notice to Proceed. If a Milestone does not receive a TO at the beginning of the Contract Year, the RTA Board may provide a TO later in the Contract Year.

Exhibit A contains an overview of the scope of work for multiple milestones, from which the specific scope, schedule and budget will be derived for each Milestone TO.

Unless otherwise provided in **Exhibit A**, the Consultant shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

3.3 Consultant Responsibilities

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

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

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

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

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

ARTICLE 4 – INDEPENDENT CONTRACTOR STATUS

4.1 Independent Contractor

The parties hereby acknowledge and covenant that:

- (1) Consultant is an independent contractor and will act exclusively as an independent contractor and not as an agent or employee of the RTA in performing the duties in this Contract.
- (2) The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.
- (b) All payments to Consultant pursuant to this Contract shall be due and payable in the State of Oklahoma, even if services of Consultant are performed outside the State of Oklahoma.
- (c) The RTA will not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Consultant as Consultant is an independent contractor and the members of its Consultant's Project Team are not employees of the RTA. Any such taxes, if due, are the responsibilities of Consultant and will not be charged to the RTA.
- (d) Consultant acknowledges that as an independent contractor it and its Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the **RTA** for its employees.

ARTICLE 5 – COMPENSATION

5.1 Total Fees & Charges

The RTA agrees to pay the Consultant on a monthly basis for each TO , identified in **Exhibit B**, for the Work, identified in each TO, as further defined in **Exhibit C**, provided that the total amount payable under this Contract shall not exceed \$8,068,404 and the amount payable for a Contract Term shall not exceed the amount authorized in the annual TO, subject to the limitations of Article 5.2. This amount constitutes the maximum fees and charges payable to the Consultant, including expenses, in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties. The RTA and Consultant acknowledge that the compensation to be paid Consultant pursuant to this Contract has been established at an amount reasonable for the availability and services of Consultant and Consultant's Project Team. The fees and charges shall remain firm through the twelve (12) month period of the Contract Term, provided the scope remains fixed. Any scope and price adjustment require both Parties' prior written approval. Until the RTA has provided written approval, the fees and charges identified within **Exhibit C** may not be adjusted. Any price adjustment request must be accompanied by supporting documentation from the Consultant

5.2 Limitation of Cost

The Consultant agrees to perform, or have performed, Work on the Contract up to the point at which the total amount paid and payable by the RTA under the Contract approximates but does not exceed the amount approved by the RTA Board. The Consultant shall make

commercially reasonable efforts to perform the Work and any other obligations under this Contract within the estimated cost.

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

5.3 Invoicing Procedures & Records

- A.** Monthly on the twenty-fifth (25th) calendar day of each month, Consultant shall submit invoices to the Project Manager for payment in the form specified by the RTA. Such invoices must be received by Project Manager no later than the twenty-fifth (25th) calendar day of the month to ensure Consultant’s invoice will be included with Project Manager’s month-end submission to RTA. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover time and materials incurred by Consultant in performance of a Task Order during the preceding accounting period. Supporting documentation for all fees and costs contained in the invoice will be submitted with each invoice.
- B.** The Project Manager and RTA shall have the right to disapprove specific elements of each invoice. The Project Manager shall provide, in writing, such disapproval to the Consultant within twenty (20) business days of invoice submittal. Approval by the Project Manager and RTA shall not be unreasonably withheld. RTA will pay invoices approved and submitted by the Project Manager at the next board meeting, but no more than sixty (60) days from receipt.
- C.** The Consultant shall submit with each invoice cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of the Project Manager, written or electronic data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. The Consultant shall make such documents available for inspection and copying by the RTA whenever requested by the RTA.
- D.** The Consultant shall submit a claim for reimbursement of travel expenses 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. Additionally, the RTA requires the Consultant to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Only food purchased for the benefit of employees in travel

status shall be allowed. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

5.4 Employment Taxes & Employee Benefits

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

5.5 Audit

The Consultant shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Contract. During the term of this Contract and for a period of three (3) years after expiration/termination of this Contract, the RTA shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Consultant necessary to evaluate Consultant's compliance with the terms and conditions of this Contract or the RTA's payment obligations. The RTA shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Consultant.

5.6 Withholding of Payment

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

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

5.7 Final Payment

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

5.8 Refunds, Rebates, or Credits

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

5.9 Prompt Payment to Sub-Consultants

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

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

6.1 Removal and Replacement

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

6.2 Qualified Personnel

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

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

ARTICLE 7 – REPRESENTATIONS & WARRANTIES OF CONSULTANT

7.1 The Consultant represents, warrants, and covenants that:

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

Contract and may not be waived by any other provision, expressed, or implied, in this Contract or in any **Exhibit** hereto.

ARTICLE 8 – OTHER OBLIGATIONS OF THE CONSULTANT

8.1 Work on RTA’s Premises

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

8.2 Regeneration of Lost or Damaged Data

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

8.3 Repair or Replacement of Damaged Equipment or Facilities

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

ARTICLE 9 – SUBSTITUTE PERFORMANCE

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

ARTICLE 10 – TERMINATION

10.1 Termination

The **RTA’S Contracting Officer** is hereby authorized to issue notices of termination or suspension on behalf of the **RTA**. This Contract shall commence on the Effective Date and continue through July 14, 2024 or the renewal term if the Contract has been extended pursuant to Section 3.1. The RTA may terminate this Contract, in whole or in part, for the RTA’s convenience or for cause. The RTA will terminate this Contract by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall: (i) immediately discontinue all Work, unless the notice directs otherwise; and (ii) deliver to the Contracting Officer all

Work, data, drawings, specifications, reports, estimates, summaries, products, deliverables, documents, calculations, field notes, tracings, plans, models, computer files, estimates, and all other information and materials accumulated in performing this Contract, whether completed or in process, unless the notice directs otherwise.

10.2 Termination for Convenience

The RTA may terminate this Contract at any time without cause by giving seven (7) days written notice to the Consultant. As soon as practicable after receipt of a written Notice of Termination without cause, the Consultant shall submit a statement to the RTA showing in detail the Work performed under this Contract through the date of termination. In the event the RTA terminates this Contract, the Consultant shall continue performing the Work until the termination date designated by the RTA in its Notice of Termination. If the RTA terminates this Contract without cause, the RTA shall pay the Consultant for completed Work rendered through the date of termination at the terms set forth in **Exhibit C** and as further limited by the “not to exceed” amounts set out in this Contract, following the submission of properly documented invoices. Thereafter the RTA shall have no further liability under this Contract to Consultant and Consultant shall have no further obligations to the RTA.

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

10.3 Termination for Cause

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

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

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

the specified period.

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

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

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

10.4 Opportunity to Cure

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

Consultant's right to cure under this subsection shall not apply to any defects that do not become reasonably known to the RTA within sixty (60) days after a termination by the RTA for convenience or cause.

10.5 Waiver of Remedies

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

10.6 Obligations upon Expiration or Termination

Upon expiration or termination of this Contract, the Consultant shall promptly return to the RTA (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the RTA provided that Consultant shall be entitled to retain one archival copy of all material; (ii) all deliverables that have been completed or that are in process as of the date of termination provided Consultant has been paid for the Deliverables; and (iii) a written statement describing in detail all Work performed with respect to Deliverables which are in process as of the date of termination.

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

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

10.8 Other Remedies

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

10.9 Authority to Terminate

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

ARTICLE 11 – INSURANCE

11.1 General Requirements

Throughout the term of this Contract, the Consultant shall comply with the insurance requirements described in this Article. In the event the Consultant fails to procure and maintain each type of insurance required by this Contract, or in the event the Consultant fails to provide the RTA with the required certificates of insurance, the RTA shall be entitled to terminate this Contract immediately upon written notice to the Consultant.

- A.** The Consultant shall not commence any Work in connection with this Contract until it has obtained all the types of insurance set forth in this Article 11, and the RTA has approved such insurance. The Consultant shall not allow any sub-Consultants to commence Work

on its subcontract until all insurance required of the sub-Consultant has been obtained and approved.

- B.** The RTA shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or sub-Consultant providing such insurance.
- C.** Within three (3) days after execution of this Contract, the Consultant shall provide the RTA with certificates of insurance documenting that the insurance requirements set forth in this Article 11 have been met, and that the RTA be given thirty (30) days written notice of cancellation or renewal of any policy by either the insured or the insurer. The Consultant shall further provide such certificates of insurance to the RTA at any time requested by the RTA after execution of this Contract and shall provide such certificates within five (5) days after the RTA's request. The RTA's failure to review a certificate of insurance sent by or on behalf of the Consultant shall not relieve the Consultant of its obligation to meet the insurance requirements set forth in this Contract.

11.2 Types of Insurance

Consultant shall obtain and provide RTA with a copy of the certificate of insurance prior to execution of the contract by RTA and shall maintain such insurance throughout the term of this Contract as required and in the form and in the amount set forth in **Exhibit G** which is incorporated herein by reference.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation, or termination of this contract.

ARTICLE 12 – INDEMNIFICATION

12.1 Indemnification

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

made by Consultant within thirty (30) days of an appropriate finding of facts, whether by mutual Contract or by a court of law.

12.2 Effect of Termination

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

12.3 RTA Negligence or Willful Misconduct

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

ARTICLE 13 – MISCELLANEOUS

13.1 No Extra Work

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

13.2 Confidentiality

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

13.3 Relationship of the Parties

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

13.4 Assignment, Subcontract & Disposition Approval

This Contract shall bind the parties and their successors and permitted assigns. The Consultant shall not sell, transfer, assign, subcontract or otherwise dispose of this Contract

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

13.5 Entire Contract

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

13.6 Amendment

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

13.7 Governing Law, Jurisdiction & Venue

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

13.8 Liability for Special or Consequential Damages

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

13.9 No Publicity

No advertising, sales promotion or other materials of the Consultant or its agents or representations may identify or reference this Contract or the RTA in any manner absent the written consent of the RTA. Notwithstanding the forgoing, the parties agree that the Consultant may list the RTA as a reference in responses to requests for proposals and may

identify the RTA as a customer in presentations to potential customers.

13.10 Approvals

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

13.11 Drug-Free Workplace

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

13.12 Non-Discrimination

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

13.13 Waiver

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

13.14 Survival of Provisions

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

13.15 Severability

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

13.16 Set Off

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

13.17 Familiarity & Compliance with Laws & Ordinances

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

13.18 Conflict of Interest

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

13.19 Construction of Terms

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

13.20 Out of State Corporations

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

13.21 RTA Ownership of Work Product

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

13.22 Force Majeure

An event of “Force Majeure” occurs when an event beyond the control of the party claiming Force Majeure prevents such party from fulfilling its obligations. An event of Force Majeure includes, without limitation, disruptions to travel resulting from pandemic, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for

employees.

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

13.23 Counterparts

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

13.24 Notices

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

For the Consultant:

Kimley-Horn and Associates,
Inc.,
ATTN: Liz Scanlon
10 Almaden Boulevard, Suite
1250
San Jose, CA 95113
Liz.Scanlon@kimley-horn.com
Office Phone: 669.800.4157
Cell Phone: 650.431.8200

For the RTA

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

With copy to:

RTA Owner's Representative
ATTN: Kathryn Holmes
P.O. Box 526057
Salt Lake City, UT 84152
kathryn@holmesassociatesllc.com

Office Phone: 801.410.4449
Cell Phone: 703.999.4440

THE PARTIES have caused this Contract to be executed by their respective authorized representatives as the day, month, and year first written above.

Regional Transportation Authority of Central Oklahoma

Chairman

Secretary

Kimley-Horn and Associates, Inc.

By: _____

Its: _____

EXHIBIT A: SCOPE OF SERVICES AND TASKS

EXHIBIT A SCOPE OF SERVICES AND TASKS

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA ALTERNATIVES ANALYSIS UPDATE AND NEPA DOCUMENTATION

SCOPE OF WORK OVERVIEW

SUMMARY

The Regional Transportation Authority of Central Oklahoma (RTA) requires the assistance of a professional consultant team to conduct an Alternatives Analysis (AA) Update in the Central Oklahoma Region (the Project). The consultant will update the previously prepared Commuter Corridor Study (CCS) prepared in 2015 that developed Locally Preferred Alternatives (LPA) for three corridors, identifying the costs, benefits, environmental and social impacts, and financial feasibility of the three corridors. The goals of this AA Update is to support the development of a Fixed Guideway System Plan, complete an AA document, assess the critical land use and transportation technical analysis, including stakeholder and public outreach, prioritization of projects, selection by RTA Board of the Locally Preferred Alternatives (LPA), complete the NEPA process and prepare Federal Transit Administration Capital Investment Grant (CIG) grant materials. The Project is being funded with FTA planning funds and future activities will be supported with FTA discretionary grant funding, requiring the consultant to adhere to all applicable FTA Capital Investment Grant (CIG) requirements.

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

SCOPE OF WORK INTRODUCTION

This scope of work includes the services required for completion of development of a Regional Fixed-Guideway System Plan, an updated AA, adoption of the LPAs for each corridor, assisting RTA with project prioritization, and completion of environmental documentation pursuant to the National Environmental Policy Act (NEPA) and the FTA Capital Investment Grant (CIG) application. Key tasks to support these major milestones include project management, public involvement, engineering, prepare opinions of probable costs, service development planning, land use and station area planning, and travel demand and ridership modeling.

The duration of this scope of work is expected to be completed over the course of multiple years. This scope of work is organized into Project Year increments. It is generally understood that this scope of work will be assessed and refined on an annual fiscal year basis. The intent of this scope of work is to meet the deliverables identified in the Request for Qualifications. The RTA is defined within this scope of work as the designated contract representative and/or Executive Director.

ASSUMPTIONS:

- For this Scope of Work and associated Fee, the Project is organized into the following

Project Development steps and organized in Fiscal Year increments:

- Year 1 - AA update with adoption of the corridor LPAs
 - Assess previous study
 - Update AA on North/South/East Corridor
 - Develop Regional Fixed-Guideway System Plan
 - Validate corridor mode
 - Validate station location
 - Conduct operation Planning
 - Manage project website and social media
 - Update concept engineering and opinion of cost estimates
- Year 2 – Finalize LPA/Project Priority setting and Pre-NEPA planning
 - Continue the planning process to further refine Project elements such as station area plans, service plan, engineering, and engagement
 - Initiate FTA CIG grant process
 - Model ridership
 - Conduct service development- parameter setting, scenario development
- Year 3 and 4 - NEPA Process and FTA Grant application
 - Notice of Intent including Scoping
 - Conduct Existing Conditions/Impact Analysis technical field work and documentation
 - Manage NEPA public engagement
 - Conduct Preliminary Engineering
 - Draft Environmental Document (CatEx, EA or EIS) and Final Document
 - Conduct Public Comment Period and respond to public comment received
 - Draft Decision Document (FTA-led document)
 - Model ridership
 - Conduct service development - implementation planning and agency capacity building/training
 - Continue FTA Grant application process
 - Project Development
 - Financial Plan and all required plans/submittals
- Conclusion of Year 1 is the completion of the Regional Fixed-Guideway System Plan and identification of the LPA for corridor, mode and station locations for North, South, and East.
- Conclusion of Year 1 is complete the process to adopt the LPA into the Association of Central Oklahoma Governments (ACOG) Regional Transportation Plan and Kimley-Horn supporting the Board prioritizing Project work to identify a single corridor to focus all subsequent technical work.
- Years 2, 3 and 4 are generally focused on one Project corridor.

- Station area planning, engineering, service development and NEPA levels of effort to be reassessed at each Fiscal Year in order to optimize the work effort and refine work plan.
- Station area planning, engineering, and service planning are all intended to be progressively refined/detailed over time. For example, throughout the project development phase, more engineering completed will further refine the Project definition to support impact analysis during NEPA.
- The class of action under NEPA is unknown pending completion of the LPA and pre-NEPA planning as well as engagement with Lead Federal Agency (anticipated to be FTA).

**REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA
ALTERNATIVES ANALYSIS UPDATE
SCOPE OF WORK**

YEAR 1

The objective of the Year 1 scope of work is to complete the Regional Fixed-Guideway System Plan, AA Update and selection of the corridor LPAs.

TASK 1: PROJECT MANAGEMENT

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

Task 1.1: Project Initiation

Kimley-Horn will prepare an overall Project Operations Plan (POP) in accordance with RTA's requirement and FTA guidance. The POP will establish procedures that the Project team will follow during the Study including the Project schedule and milestones, labor and cost budget by task, administrative procedures, and the quality plan. As part of the POP, Kimley-Horn will create the Project document control system to provide a logical system for the storage and retrieval of electronic files. Kimley-Horn will submit the draft POP to the RTA for one round of review and comment. Kimley-Horn will submit the final controlled POP to the RTA.

Kimley-Horn will create an internal/external ShareFile system that is anticipated to be accessible to RTA, RTA's Owner's Representative, sub-consultants, and other stakeholders. The ShareFile site will be used to store a Project Technical Library, externally focused Project correspondence, and Project materials including presentations, meeting notes, and draft and final deliverables.

Kimley-Horn will prepare a Quality Management Plan (QMP) providing documentation of the quality control/quality assurance (QC/QA) plan. The QMP will be used to communicate to our sub-consultants, and Kimley-Horn will conduct independent quality reviews of sub-consultant products. The QC/QA will be used to review subconsultant products prior to delivery to the RTA.

Kimley-Horn will create the master project schedule for the Study utilizing the schedule included in the consultant proposal. Kimley-Horn will utilize Microsoft Project and will report on the monthly progress of plan vs. actual progress for the Study.

Task 1.2 Monthly Reporting

Kimley-Horn will prepare monthly invoices and progress reports and will submit to RTA. Reporting will indicate tasks completed in prior month and upcoming schedule activities.

Task 1.3 Meetings

Kimley-Horn will participate the following Project Management meetings:

- Weekly PM check-in with RTA Owner's Rep (assumes weekly over the course of the 12-month schedule duration);
- Internal Task Managers meeting will be weekly for the first 60 days of the Project and then fall to bi-weekly;
- Monthly attendance at RTA's Board meetings (assumed to be once per month each year). It is assumed that the Kimley-Horn PM and Deputy PM will attend in-person and Task Managers appropriate for agenda items or topical discussions related to the Study.
- Within the first 60-days, Kimley-Horn will facilitate a workshop with RTA's Board of Directors, RTA Owner's Rep, and key staff to set expectations, discuss Project goals/objectives, and review the schedule. This workshop will include the Kimley-Horn PM, Deputy PM, and Task Managers. Kimley-Horn will prepare a presentation to support the discussion and associated meeting summary reflecting the main points discussed during the workshop including Action Items.

Deliverables:

- Draft Project Operations Plan
- Final controlled electronic POP
- Quality Management Plan
- Project SharePoint site
- Master Project Schedule Microsoft Project
- Monthly Invoice and Progress Report
- RTA Board Workshop Summary
- Prepare Meeting Minutes

TASK 2: PUBLIC ENGAGEMENT

For Year 1, Kimley-Horn will perform the following services for this task:

Task 2.1 Public Involvement Plan

Kimley-Horn will develop, monitor, and implement a Public Involvement Plan, in coordination with RTA, anticipated to consist of the following elements:

- Project Background
- Engagement Approach Overview
- Project Schedule & Key Milestones
- Equity-based Engagement including Title VI and Limited English Proficiency (LEP)
- Roles and Responsibilities
- Engagement Activities
- Documentation of Feedback
- Project Contacts

Task 2.2 Project Website and Social Media

Kimley-Horn will create an interactive Project website to serve as the Digital Project Hub (Hub)

for the Project. The Hub is anticipated to include:

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

Kimley-Horn recommends utilizing Social Pinpoint as the Hub platform for this project. Kimley-Horn will seek concurrence from the RTA on the use of Social Pinpoint as well as the overall format (look and feel) of the Hub to ensure consistency with the RTA's branding. All content to be posted to the Hub will be pre-approved by RTA.

Setup, management, and content curation will be performed by Kimley-Horn for the duration of the Project and will be for the Project only. Kimley-Horn will perform the following:

- *As-needed website updates.* Updates will be posted on the Hub periodically to provide up-to-date Project-related news. It is anticipated that updates will be completed at key project milestones or at key decision-points. During Year 1, this is limited to the milestones related to the AA and LPA.
- *Engagement opportunities.* The Hub will offer feedback mechanisms to receive comments or feedback. A comment form will be live on the Hub for the duration of the Study and submissions will be received, logged, and responded to as applicable. Kimley-Horn will generally respond to comments within two weeks of receipt. Kimley-Horn will vet draft responses to public comment with RTA prior to submitting. Kimley-Horn will provide reports on the number/type of comments to RTA on monthly basis.
- *Interactive FAQ.* Kimley-Horn will develop Frequently Asked Questions to post to the Hub. The FAQ will grow and evolve throughout the Project as questions are asked, input is gathered, and the Project advances to ensure that the FAQ is relevant and up to date.
- *Interactive Mapping.* An interactive map will be included as part of the Project website to finalize alignment and station location options and associated design components, as applicable. The map will include the ability to interact on the Project, the corridors, the communities, or the station areas as applicable.

Kimley-Horn will support RTA with social media content. No content will be posted to social media without approval from the RTA. Kimley-Horn will post Project updates in Year 1 coincident with the AA and LPA. Social media will be limited to the accounts made specifically for the Study on Facebook, Instagram, and Twitter at the direction of RTA in a pre-approved social media sequence.

Task 2.3 Engagement Activities and Meeting Materials

Engagement in Year 1 will be largely digital via the Hub and social media. In Year 1, Kimley-Horn will support RTA with public engagement focused on education and reacquaintance with the AA study. The public engagement activities will be online.

Deliverables:

- Public Involvement Plan
- Project Website and Social Media Posts

TASK 3: ASSESSMENT OF PRIOR STUDIES

Kimley-Horn will perform a thorough review of the 2015 Commuter Corridor Study (CCS) and relevant prior studies to bring forward what is most relevant and informative to the updated AA study to utilize as foundational work in the alternatives development and to build upon for technical assessment. Kimley-Horn will provide a written assessment of the 2015 CCS for one round of review by RTA. Kimley-Horn will request RTA concurrence on the assessment to ensure that the elements moving forward are mutually agreed upon, in particular with regard to data collection, opinion of probable cost estimates, conceptual engineering, and environmental datasets.

Deliverables:

- 2015 CCS Assessment Memo (Draft and Final)

TASK 4: ALTERNATIVES ANALYSIS PROCESS

Kimley-Horn will use the information from the 2015 CCS as a starting point to complete the following tasks.

Task 4.1 Regional Fixed- Guideway System Plan

Building on the 2015 CCS, Kimley-Horn will prepare a Regional Fixed-Guideway System Plan consisting of fixed-guideway transit corridors to outline a regional plan. It is assumed that the North, South, and East Corridors from the 2015 CCS will be included but additional corridors could emerge. The focus on this system planning is assessing the long-term horizon (minimally 2040) for increasing mass transit mode share for Central Oklahoma. The system plan will focus on growth markets to be served via fixed-guideway services within the region (i.e., higher capacity transit into downtown); ridership potential; high-capacity transit modes; and conceptual station areas to access transit systems. Kimley-Horn will work with the RTA to:

1. Develop updated Goals & Objectives using the 2015 CCS as the starting point for each Corridor (i.e., North, South, and East)
2. Confirm future regional population and employment growth to identify major travel corridors that transit could serve
3. Determine benefits and trade-offs for appropriate transit mode to serve corridors
4. Develop station siting requirements

The system plan will consider regional project phasing investments over a 20 to 30- year planning horizon to assist with identification of a Program of Projects. Kimley-Horn, at the direction of RTA, will assist with considerations of priorities for projects to advance into detailed analysis and ultimately environmental review.

Kimley-Horn will submit a draft Regional Fixed-Guideway System Plan for Central Oklahoma for the RTA Board to provide input and feedback. Kimley-Horn will complete one round of comments and produce a final Plan for adoption by the RTA.

In conjunction with the development of the Regional Fixed-Guideway System Plan, Kimley-Horn will consult with the RTA in developing a prioritization plan. It is assumed that the North and South corridors will likely be advanced as commuter rail projects. Other corridors will be re-evaluated in light of recent streetcar and BRT investments and will include a mode analysis. All corridors will be subject to station location analysis.

Deliverables

- Regional Fixed-Guideway System Plan (Draft and Final)

Task 4.2 Alternatives Analysis

Upon adoption of the Regional Fixed-Guideway System Plan, Kimley-Horn will complete the following:

1. Develop draft Purpose and Need Statement
2. Establish a set of qualitative (land use, station area inputs, etc.) and quantitative (ridership, travel time, cost, etc.) evaluation criteria to guide the analysis based upon the Purpose and Need.
3. Determine and/or confirm with RTA the initial Definition of Alternatives, using the 2015 CCS as the starting point, to bring forward previously studied options.
4. Conduct a first level assessment to reconfirm merits of the previous work and identify viable alternatives to further examine. The intent of this step is to eliminate alternatives that do not meet stated goals/objectives and the Purpose and Need Statement.
5. Conduct second level assessment utilizing the STOPS ridership data, Service Development and Station Area Planning inputs to refine alternatives. This step of the process will further examine alternatives for fatal flaws, major areas of concern, and overall performance. Kimley-Horn will identify the Benefits and Trade-offs for each alternative.

The AA will rely on outputs from Tasks 5, 6, and 7 of this scope of work. Kimley-Horn will prepare necessary graphics and maps for the AA.

Task 4.3 Concept Engineering & Opinions of Probable Cost Estimates

To support the AA process, Kimley-Horn will perform conceptual engineering and planning level opinion of probable capital cost estimates to support the selection of the LPA. Kimley-Horn will review the 2015 CCS and other readily available engineering data or product

provided by RTA to utilize as part of the AA. Opinions of probable cost estimates will need to be brought to year-of-expenditure or 2020 dollars. Kimley-Horn will provide opinions of probable capital costs estimates consistent with FTA Standard Cost Categories and cost estimating methodology. Conceptual engineering, generally not to exceed 5 percent design level, will be completed to assess fatal flaws of the alternatives and provide planning-level opinions of probable cost estimates. Kimley-Horn will use readily available mapping, as-builts, plans, quantity data, and other relevant information provided by RTA to support the effort. This task supports the AA study focused on two corridors defined as North/South (Edmond to Norman) and East (Oklahoma City to Tinker Air Force Base).

Task 4.4: Operations & Maintenance Cost Modeling

To support the AA, Kimley-Horn will gather information on cost structures of peer regional/commuter railroads to build a concept cost library for providing an opinion on estimating Operations & Maintenance (O&M) cost estimates. O&M costs will be conceptually based on representative service plan, including route miles, train miles, car miles, stations, and total fleet size.

Deliverables:

- Technical Memo regarding opinion of probable capital cost estimates
- Technical Memo regarding opinion of probable O&M cost estimates
- Technical Memo regarding conceptual engineering and next steps

Task 4.5 Locally Preferred Alternative (LPA) Selection

Upon the conclusion of the AA process, Kimley-Horn will provide a recommendation regarding the selection of the LPA to the RTA. Kimley-Horn will prepare a LPA recommendation memo to summarize the recommended LPA and process next steps to adoption of the LPA into the fiscally constrained plan and advancing to NEPA.

Deliverables:

- LPA Recommendations and Suggested Next Steps Memo

Task 4.6 Documentation

Kimley-Horn will prepare the final AA/LPA document that will present the findings of the process. The document is anticipated to include the following:

- Executive Summary
- Purpose and Need Statement
- AA Process
 - Assessment and Methodology
 - Evaluation Criteria and Measures of Effectiveness
 - Evaluation Matrix
 - Alternatives definition
- AA Findings including:
 - Land use assessment
 - Ridership

- Public engagement
- Service development
- Evaluation ratings
- Recommended LPAs

It is expected that the final draft will be submitted to RTA for review and Kimley-Horn will respond to one round of comments/review. The final document will be submitted to RTA in electronic PDF format.

Deliverables:

- Draft Final AA Document
- Final AA Document

TASK 5: STATION AREA AND LAND USE ANALYSIS

Kimley-Horn will perform a phased effort of land use that builds on various needs through the AA and NEPA process. In Year 1, to support the AA and eventual selection of the LPA, Kimley-Horn will evaluate station area locations, which will not exceed the number of stations identified in the 2015 CCS for the North, South, and East corridors, with the relative benefits and trade-offs for the number and location of stations for the north/south and east corridor.

Kimley-Horn will prepare for and attend up to 12 meetings with the cities of Edmond, Oklahoma City, Moore, Norman, Del City, and Midwest City as part of the station location validation effort. Materials prepared for the meetings may include agendas, graphics, presentation materials, sign-in sheets, handouts, and/or meeting summaries for each meeting. Kimley-Horn will keep notes and records of each meeting and activity attended to document feedback, discussion, and/or key decisions. Notes of meetings shall not serve as meeting minutes unless agreed to in writing/email prior to the meeting.

Task 5.1 Validation and Initial Station Location

Kimley-Horn will begin with assessment and validation of the station locations in the 2015 CCS. This task will be done collaboratively with the preparation of the Service Plan and Ridership Modeling to identify appropriate station locations to support the respective transit corridor/mode. This will build upon the station siting requirements set as part of the Regional Fixed-Guideway Plan.

Kimley-Horn will also assess land use and development opportunities:

- Review local community comprehensive plans and transit studies to understand local policy and vision alignment with planned station areas.
- Conduct a concept market conditions assessment to understand the current and future market trends for the respective communities. This will give guidance on existing baseline potential for the region and show whether current economic data supports the types of development that support transit.

- Perform a GIS-based worksheet analysis to review underutilized land, connectivity, and proximity of each select station area to perform a land use scoring on potential station areas.

Deliverables:

- Station location evaluation worksheets
- Draft Market Assessment Report
- Final Market Assessment Report
- On-going: Meeting Materials, Meeting Notes and Summaries

TASK 6: RAIL OPERATIONS PLANNING

Kimley-Horn will conduct concept-level service planning to support the AA. The objective of operational planning during alternatives development is to support evaluation of modes, station locations, and input regarding the potential benefits and performance of corridors. This process will also identify potential tradeoffs among service, operations, and infrastructure which will aid in the decision-making process for the LPAs. Kimley-Horn will focus on advisory input regarding service parameters for transit systems to the RTA.

TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING

Kimley-Horn will build an FTA Simplified Trips-on-Project (STOPS) travel demand model for this Study.

The STOPS model will be calibrated to the region for an agreed upon base year and used to produce base and forecast year ridership projections for the Project alternatives. For each alternative, the TDM will be calibrated to match available ridership information of each alternative and then will be utilized to produce transportation system performance metrics not available as STOPS outputs.

Deliverables:

- Travel Modeling Methodology Memo
- Calibrated STOPS model for base year

RTA-provided Data: *RTA will provide the following datasets for input into the STOPS model*

- Current on-board survey data
- Existing transit system ridership
- Observed station boardings
- Current year socioeconomic data
- General Transit Feed Specification files of existing transit service
- Auto travel times from the travel demand model to calibrate to the base year

TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT

No activity in Year 1

TASK 9: NEPA DOCUMENTATION

No activity in Year

**REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA
ALTERNATIVES ANALYSIS UPDATE
SCOPE OF WORK**

**YEAR 2
FUTURE AUTHORIZATION**

The objective of the Year 2 scope of work is to complete the pre-NEPA planning work by continuing station area planning, service planning, ridership modeling and concept engineering. This work will continue the planning process for the LPA Project(s) for readiness to enter into the NEPA process and the FTA CIG application.

TASK 1: PROJECT MANAGEMENT

Kimley-Horn will continue to perform project management to execute the scope of work, monitor the Project schedule and budget.

Task 1.1: Project Operations Plan and Tools

Kimley-Horn will update the Project Operations Plan (POP), to allow for the procedures to be kept current.

Kimley-Horn will continue to manage the internal/external ShareFile system accessible to RTA, RTA's Owners Representative, sub- consultants, and other stakeholders.

Kimley-Horn will update the Quality Management Plan (QMP).

Kimley-Horn will continue to manage the master Project schedule.

Task 1.2 Monthly Reporting

Kimley-Horn will prepare monthly Invoices and Progress Report and will submit to RTA. Reporting will indicate tasks completed in prior month, and upcoming schedule activities.

Task 1.3 Meetings

Kimley-Horn will participate the following Project Management meetings:

- Weekly PM check-in with RTA Owner's Rep (assumes weekly over the course of the 12-month schedule duration);
- Internal Task Managers meeting will be bi-weekly;
- Monthly attendance at RTA's Board meetings (assumed to be once per month each year). It is assumed that the Kimley-Horn PM and Deputy PM will attend in-person, and Task Managers appropriate for Agenda items or topical discussions related to the Study.

Deliverables:

- Updated Project Operations Plan
- Updated Quality Management Plan

- Master Project Schedule Microsoft Project
- Monthly Invoice and Progress Report

TASK 2: PUBLIC ENGAGEMENT

In Year 2, it is anticipated that Kimley-Horn will perform the following services for this task:

Task 2.1 Public Involvement Plan

Kimley-Horn will update the Public Involvement Plan.

Task 2.2 Project Website and Social Media

Kimley-Horn will continue to monitor and update the Hub (Hub) for the Project.

Kimley-Horn will continue content management and administration of the Hub. All content to be posted to the Hub will be pre-approved by RTA. Kimley-Horn will perform the following:

- *As-need updates.* Updates will be posted on the Hub periodically to provide up-to-date Project-related news. It is anticipated that updates will be completed at key project milestones or at key decision-points.
- *Engagement opportunities.* The Hub will offer feedback mechanisms to receive comments or feedback. A comment form will be live on the Hub for the duration of the Study and submissions will be received, logged, and responded to as applicable. Kimley-Horn will generally respond to comments within two weeks of receipt. Kimley-Horn will vet draft responses to public comment with RTA prior to submitting. Kimley-Horn will provide reports on the number/type of comments to RTA on monthly basis.
- *Interactive FAQ.* Kimley-Horn will continue to update the Frequently Asked Questions (FAQ) to post to the Hub. The FAQ will grow and evolve throughout the Project as questions are asked, input is gathered, and the Project advances to ensure that the FAQ is relevant and up to date.
- *Interactive Mapping.* An interactive map will be included as part of the Project website to finalize alignment and station location options and associated design components, as applicable. The map will include the ability to interact on the Project, the corridors, the communities, or the station areas as applicable.

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

Task 2.3 Content Management System

Kimley-Horn will maintain a list of involved stakeholders in the process to be utilized by the RTA and the Project Team. The list of stakeholders will be provided periodically and upon request to RTA.

Task 2.5 Graphics and Visualizations

Kimley-Horn will prepare necessary graphics and visualizations related to the planning process for public involvement content including such items as presentations and maps/exhibits.

Task 2.6 Engagement Activities and Meeting Materials

For Year 2, Kimley-Horn will work with the RTA to develop the appropriate engagement plan for activities to support the planning process. Engagement could take the form of online tools (survey, comment forms), workshops, and convening a Project Stakeholder Advisory Group.

Deliverables:

- Updated Public Involvement Plan
- Website and Social Media

TASK 3: ASSESSMENT OF PRIOR STUDIES

This task is assumed complete by Year 2.

TASK 4: ALTERNATIVES ANALYSIS AND PLANNING

Assuming the LPA has been selected, Kimley-Horn will continue planning toward the initiation into NEPA.

4.1 Regional Fixed- Guideway System Plan

This task is assumed complete by Year 2.

Task 4.2 Alternatives Analysis

This task is assumed complete by Year 2.

Task 4.3 Concept Engineering & Opinions of Probable Cost Estimates

Kimley-Horn will perform conceptual engineering and planning level opinions of probable capital cost estimates advance the selected LPA. Opinions of probable cost estimates will be advanced consistent with FTA Standard Cost Categories and cost estimating methodology. Conceptual engineering, generally not to exceed 15 percent design level, will be completed to assess fatal flaws of the alternatives and provide planning-level opinion of probable cost estimates.

Task 4.4: Operations & Maintenance Cost Modeling

Kimley-Horn will refine estimating Operations & Maintenance (O&M) opinion of probable cost estimates. O&M costs will be conceptually based on representative service plan, including route miles, train miles, car miles, stations, and total fleet size.

Deliverables:

- Updated O&M cost estimate methodology
- O&M Cost model

Task 4.5 Locally Preferred Alternative (LPA) Selection

This task is assumed complete by Year 2.

Task 4.6 Documentation

Kimley-Horn will prepare necessary documentation to support the Project through the planning process.

Deliverables:

- TBD

Task 4.7 Priority Setting and pre-NEPA Planning

Kimley-Horn will continue to support RTA with Project priority setting and adoption of the LPA into the Regional Transportation Plan.

If the LPA is the focus of multiple projects, or multiple phased investments in multiple corridors, Kimley-Horn, at the direction of RTA, will assist with the strategic planning of priorities for projects to advance into environmental review. This includes advancing engineering and planning work culminating in a draft Project description for NEPA documentation. At the direction of RTA, Kimley-Horn will assist with the necessary steps to prepare the LPA for adoption into the region transportation plan.

Deliverables:

- Draft Project Definition Memo for NEPA

TASK 5: STATION AREA AND LAND USE ANALYSIS

When the recommended LPA(s) is completed, and leading into NEPA documentation, Kimley-Horn will complete detailed station area planning to inform and evaluate the following:

- Land use based on station typology
- Mobility & Connectivity (First/Last Mile)
- Infrastructure needs
- Open Space
- Station serving facilities (transit parking, bus access, maintenance, etc.)
- Catalytic private and public projects
- Zoning Assessment (based on transit-readiness)

These topics are anticipated to be explored through the following subtasks:

- A. Transit-Oriented Development Workshop(s) – One day devoted to the physical urban design and draft plans for development around a station. Discussions with select groups to determine the community's desires for the station area. Assembly of the guiding

principles for each community's stations.

- B. Station Development Plans – Final graphic 2D plan of the preferred station area to support policy recommendations related to each specific station and guide analysis.
- C. Station Area Analysis – Report out of each station's collective data and summarized into succinct infographics for use in explaining the analysis.
- D. Station Area 3D Visualization – creation of a 3D visualization that allows for a deeper understanding of how the development at the station relates to its context and the compatibility of the urban realm to the station platform.

Kimley-Horn assumes that the station locations subject to this work will be focused on locations set forth by the LPA.

Deliverables:

- Station workshop agenda, schedule and base documentation for event (location and logistics planned by Client and/or local municipality; option for digital workshop available)
- Station area development plan (rendered 2D plan)
- Station area analysis report with content related to subjects outlined in this task.
- Station area 3D Visualization through stills and/or digital video

Task 5.1 Validation and Initial Station Location

This task is assumed complete by Year 2.

Task 5.2 Station Typology

Based on chosen station areas within the AA process, Kimley-Horn will work with RTA and member cities on the development of a station typology based on predetermined criteria (i.e. context, density, character) to determine the common traits and evolving conditions of stations and surrounding development.

Deliverables:

- Station typology definitions
- Map of station typology layout

Task 5.3 Financial Model Support – Gap Analysis

Utilizing the development plans, Kimley-Horn will assess a net new development analysis on the value creation. Kimley-Horn will recommend pathways to capture that value. This will be accomplished by:

- A. Determine options for value capture with local economic development professionals and municipal representatives.
- B. Build a financial analysis model to assess the value creation within each station area, based on a market-feasible horizon for development. (Pre-Rail, Post-Rail, Beyond Post Rail)

- C. Based on value capture methods, determine potential gap funding available within the mechanisms prescribed and determine capture potential per station area and per/municipality.
- D. Prepare recommendations for Innovative Funding Strategy as a final report. *Kimley-Horn and its subconsultants are not giving advice or making recommendations with regard to municipal securities or financial products. If such advice or recommendations are needed, RTA should retain a Municipal Advisor registered with the Securities and Exchange Commission.*

Deliverables:

- Meeting agendas, schedules and notes from sessions with economic development and municipal representatives
- Value creation model in excel
- Value capture analysis in excel
- Innovative Funding Strategy report

Task 5.4 FTA Grant Supportive Policy Setting

Along with RTA and local municipalities, Kimley-Horn will provide recommendations related to station area locations to be compliant with FTA grant criteria requirements in each municipality which may include:

- Zoning and Subdivision Ordinance updates
- Joint Development Policy
- Affordable Housing Policy
- Traffic and Parking Management
- Development Incentive and Funding Policy
- Comprehensive Plan updates
- Capital Improvement Plan updates
- Parks, Recreation and Open Space Master Plans
- Local Transportation Plan (First/Last Mile)

Deliverables:

- To be determined upon analysis for station areas

TASK 6: RAIL OPERATIONS PLANNING

Kimley-Horn will work with RTA to develop the service plan, passenger rail functional analysis, and facilities planning and prepare the transit operations plan. Service development will be an iterative process with the objective to set clear objectives for service delivery from the outset. The following sets forth the anticipated scope of work but is subject to refinement upon completion of the AA and adoption of the LPAs.

Task 6.1. Service Development Workshop

Kimley-Horn will develop and facilitate a workshop to introduce the client to the service development process and ensure that all Project stakeholders have a baseline of knowledge of timetable centric service planning in which service, operations, and infrastructure considerations are developed and assessed through an integrated process.

Deliverables:

- Intro to Service Development Workshop

Task 6.2. Planning Parameters Development

Kimley-Horn, in coordination with RTA, will define a set of rail service planning goals/desired outcomes and operational and infrastructural parameters. These parameters will set the rail service goals and boundary conditions for service, operations, and infrastructure within which the initial service concepts will be defined. Planning parameters include but are not limited to:

Service

- Peak and off-peak frequency goals
- Service goals by train type by corridor (e.g. Local only service or introduction of express trains, etc.)
- Station hierarchy definition (for differentiation by service type)
- Passenger convenience and legibility
- Connectivity
- Travel times

Operations

- System headways (assumptions on future signal performance)
- Dwell times / terminal turn times
- Rolling stock types (DMU, diesel-hauled, etc.)
- Recovery times

Infrastructure

- Define and code existing and planned track configuration for full study area (definition of study area finalized with client team)
- Identify opportunities and constraints for future network expansion
- The initial meetings with RTA will define a set of conditions to bound the initial main-line service explorations. Identifying which of these parameters reflect hard constraints and which can be subject to further analysis is integral to this exercise.

Deliverables:

- Service Planning goals table and evaluation framework
- Assumptions table including all applicable parameters needed to develop service concepts and identification of options, where applicable, for each parameter
- Initial draft of universe of potential infrastructure projects for consideration

Data Requirements:

- Track charts
- Market research input

Task 6.3 Initial Service and Operations Concepts Exploration

The Service Concept Development task will use an iterative process to develop service concepts consisting of a select network configuration and set of stopping patterns and frequencies that meet one or more of the service goals and/or emphasize service to certain travel markets. These concepts will be reconciled to be free of operating conflicts and illustrated with stringlines and netgraphs for discussion and review with the working group. The iterative process may also identify operational parameters and/or infrastructure investments that impede achieving the service goals as defined. This is the key step in the analysis and is highly iterative with multiple interactions with RTA during this development phase.

Kimley-Horn will develop multiple service concepts (using the tool Viriato) representing a range of outcomes envisioned for the passenger rail network. As tradeoffs among service, operations, and infrastructure are identified during the planning process, these will be documented and presented to RTA. Two key areas of interaction and input/feedback from the working group are the acceptability or service adjustments as we adjust the service to fit within the operation and infrastructure constraints; and the feasibility of potential infrastructure changes to reflect the needs of the service and operation plan.

Deliverables:

- Up to five (5) service concepts including associated technical outputs as appropriate to describe and depict the concept (stringline, netgraphs, and/or customer timetables);
- Documentation of tradeoffs among network configurations, service, operations, and infrastructure options.

Task 6.4 Development / Refinement of Scenarios

Up to two representative concepts will then be selected for further refinement and evaluation. These service concepts will be refined to serve as a basis for more detailed terminal area analysis as well as development of near-term concepts.

Deliverables:

- Up to two (2) Full-day bi-directional service concepts including associated technical outputs as appropriate to describe and depict the concept (stringline, netgraphs, and/or customer timetables);
- Documentation of tradeoffs among network configurations, service, operations, and infrastructure options.
- Presentation style report documenting concept development and refinement

Task 6.5 Develop Asset Requirements for the Implementation of New Service in the Near Term

Kimley-Horn will use the refined service plan(s) developed in Task 6.4 to perform more detailed analysis of asset requirements for new service in the near term. This analysis will focus on a functional description of the infrastructure and the rolling stock, with a focus on how trains on the main line corridors move through the terminal area including identification of

needs for approach tracks, station tracks and platforms, and storage needs. Other infrastructure identification will include requirements for double track, single track, new stations, and minor investments in signaling. In addition, this task will identify the requirements for rolling stock: size of the fleet, specifications for the power supply, definition of the trainsets, with examples of potential trainsets.

Two key areas of interaction and input/feedback from the working group are critical – the acceptability of service adjustments as we adjust the operations concept to fit within the infrastructure and rolling stock constraints; and the feasibility of potential infrastructure changes to reflect the needs of the service and operation plan.

Deliverables:

- Network functional layout
- Annotated terminal / location area track diagrams showing routes by train type / operator
- Platform occupancy diagram showing peak station usage for full station
- Fleet size
- Rolling Stock main specifications (supply, capacity, composition, performance)
- Midday and overnight storage locations
- Presentation style report documenting the aforementioned items

Task 6.6 Scenario Phasing

Once an agreed concept has been developed for the horizon year, the final step is to develop, collaboratively with RTA, a phased service-investment program. This program will identify major interim milestones for the reasonable expansion of service and a high-level list of infrastructure investments bound by the integrated vision defined by RTA. These concepts will result from identifying and organizing the capital projects required to achieve the associated increments of service growth for each milestone in succession up to the end use case scenario.

Kimley-Horn will work with RTA to define a set of metrics for evaluation of phasing options. This could include operational efficiency, ridership, equity, Project readiness and funding availability. Based on the evaluation framework, phasing analysis will be performed to identify the relative merits of different phasing approaches.

Deliverables:

- Identification of the technical requirements in terms of infrastructure & rolling stock for the implementation of the new service
- Phasing analysis and evaluation comparing phasing options

TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING

Kimley-Horn will update the calibrated FTA Simplified Trips-on-Project (STOPS) travel demand model with updated data, such as on-board survey. The STOPS model will be calibrated to the region for an agreed upon base year and used to produce base and forecast year ridership

projections for the Project alternatives. Data will be provided to Kimley-Horn for updates to the STOPS Model.

Deliverables:

- Travel Demand Modeling Report and output

TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT

Kimley-Horn will begin the process of the FTA CIG grant application. Kimley-Horn will begin to prepare required grant materials starting with the preparation of the financial planning framework. This will be conducted in accordance to FTA's guidance for Financial Plans. Kimley-Horn or its subconsultants are not giving advice or making recommendations with regard to municipal securities or financial products. If such advice or recommendations are needed, the Client should retain a Municipal Advisor registered with the Securities and Exchange Commission.

Deliverables:

- TBD

TASK 9: NEPA DOCUMENTATION

No activity anticipated in Year 2.

**REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA
ALTERNATIVES ANALYSIS UPDATE
SCOPE OF WORK**

**YEAR 3 AND 4
FUTURE AUTHORIZATION**

The objective of the Year 3 and 4 scope of work is to complete NEPA environmental review for the LPA Project(s), embark on implementation-level operations planning for the agreed-upon service, and enter the FTA CIG process.

During this project phase, it is understood that project management, public involvement, station area planning, ridership modeling, engineering, and financial planning will continue to occur. In addition, the following refined efforts will be included:

NEPA DOCUMENTATION

Following the selection of the LPAs and the development of the Project implementation strategy, the Kimley-Horn team will advance the project(s) into and through the NEPA review process.

The full scope of work for the NEPA process will be developed after the selection of the LPA.

RAIL OPERATIONS PLANNING

Following the selection of the LPAs and the development of the service plan for new service including asset requirements and phasing, Kimley-Horn will continue to advance the service planning effort toward implementation plan.

The full scope of work for the rail operations implementation planning, capacity building and training will be developed after the selection of the LPA.

FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT

Following the selection of the LPAs and the development of the Project implementation strategy, the Kimley-Horn team will advance the FTA capital grant process.

The full scope of work for the FTA grant process will be developed after the selection of the LPA.

EXHIBIT B: PROJECT SCHEDULE, MILESTONES

PROPOSED SCHEDULE

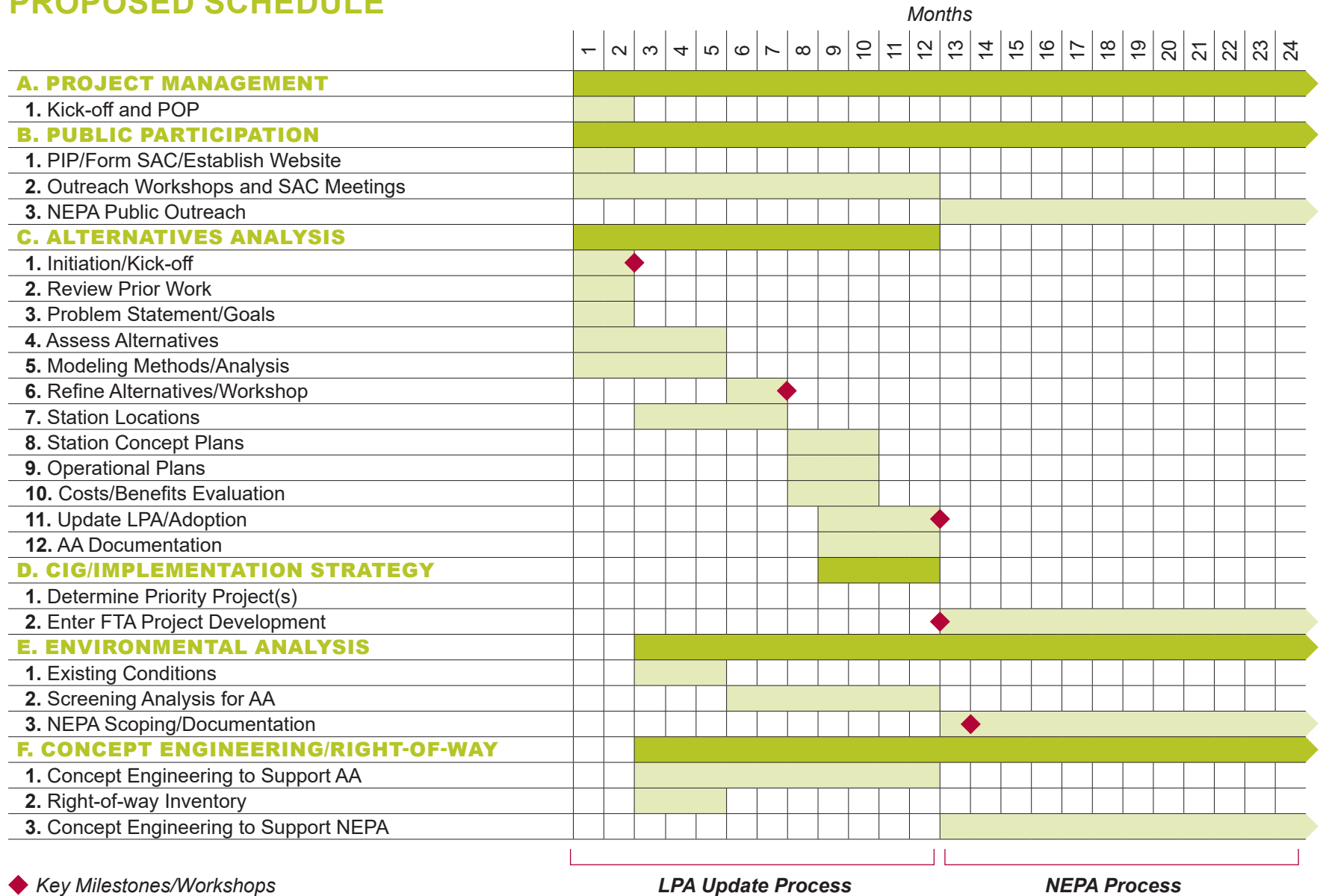


EXHIBIT C: COMPENSATION BASIS

**Exhibit “C”
Compensation Basis**

**Regional Transportation Authority of Central Oklahoma
Alternatives Analysis and NEPA Project**

Hourly Billing Rate Schedule

July 15, 2020

<u>Classification</u>	<u>Billing Rate Range *</u>
Analyst	\$90 - \$140
Professional	\$100 - \$230
Senior Professional I / Project Manager	\$135 - \$340
Senior Professional II / Sr Quality Control	\$320 - \$380
Senior Technical Support	\$75 - \$180
Technical Support	\$75 - \$125
Support Staff	\$70 - \$120

** Rates effective until July 14, 2021*

** Annual rate increases occur July 15th each year and shall be no more than 4%*

** Reimbursable expenses will be charged at 10% mark up*

** Subconsultants will be billed at 5% markup*

COST ESTIMATE
ACCEPTED JULY 15, 2020

Kimley-Horn and Associates, Inc Cost Estimate Summary		Year 1		Year 2 Estimated Range				Year 3 and 4 Estimated Range			
		Hours	Costs	KHA Hours	Cost	KHA Hours	Cost	KHA Hours	Cost	KHA Hours	Cost
Task 1:	PROJECT MANAGEMENT	374	\$ 80,128	750	\$ 175,000	1050	\$ 248,000	1000	\$ 250,000	1630	\$ 375,000
	Subs	0	\$ -		\$ -		\$ -				
Task 2:	PUBLIC ENGAGEMENT	216	\$ 34,399	600	\$ 120,000	820	\$ 157,000	700	\$ 175,000	1250	\$ 290,000
	Subs	0	\$ -		\$ -		\$ -				
Task 3:	ASSESSMENT OF PRIOR STUDIES	146	\$ 25,676	0	\$ -	0	\$ -		0	0	\$ -
	Subs	0	\$ -		\$ -		\$ -				
Task 4	ALTERNATIVES ANALYSIS PROCESS/ ENGINEERING	1,026	\$ 246,466	450	\$ 160,000	800	\$ 290,000	3600	\$ 750,000	4300	\$ 880,000
	KHA Labor	1,026	\$ 243,891		\$ 110,000		\$ 190,000				\$ 870,000
	Subs	-	\$ 2,575		\$ 50,000		\$ 100,000				\$ 10,000
Task 5	STATION AREA AND LAND USE ANALYSIS	600	\$ 122,865	2500	\$ 500,000	4000	\$ 700,000	2500	\$ 450,000	2900	\$ 560,000
	KHA Labor	600	\$ 122,865		\$ 485,000		\$ 675,000				\$ 510,000
	Subs				\$ 15,000		\$ 25,000				\$ 50,000
Task 6	RAIL OPERATIONS PLANNING	56	\$ 24,700	275	\$ 350,000	450	\$ 445,000	200	\$ 150,000	400	\$ 328,000
	KHA Labor	56	\$ 14,450		\$ 75,000		\$ 125,000				\$ 128,000
	Subs	-	\$ 10,250		\$ 275,000		\$ 320,000				\$ 200,000
Task 7	TRAVEL DEMAND/RIDERSHIP FORECASTING	88	\$ 142,170	90	\$ 150,000	120	\$ 265,000	100	\$ 50,000	240	\$ 273,000
	KHA Labor	88	\$ 19,170		\$ 30,000		\$ 25,000				\$ 73,000
	Subs	-	\$ 123,000		\$ 120,000		\$ 240,000				\$ 200,000
Task 8	FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	0	\$ -	50	\$ 25,000	80	\$ 37,000	400	\$ 160,000	920	\$ 271,000
	KHA Labor				\$ 15,000		\$ 17,000				\$ 196,000
	Subs				\$ 10,000		\$ 20,000				\$ 75,000
Task 9	NEPA DOCUMENTATION	0	\$ -	0	\$ -	0	\$ -	1600	\$ 800,000	4400	\$ 1,500,000
	KHA Labor										\$ 985,000
	Subs										\$ 575,000
	KHA Expenses		\$ 23,000		\$ 30,000		\$ 40,000		\$ 50,000		\$ 60,000
	Contingency		\$ -		\$ 100,000		\$ 150,000		\$ 350,000		\$ 500,000
TOTAL		2,506	\$ 699,404	4,715	\$ 1,260,000	7,320	\$ 2,332,000	10,100	\$ 3,185,000	16,040	\$ 5,037,000

- Notes:**
- 1. The budgets in each task shown here are for informational purposes only, KHA reserves the right to move budget from task to task or from subconsultant to subconsultant or sub to KHA as needed.
 - 2. The hourly billing rates shown herein are effective through June 30, 2021
 - 3. The effort shown here is a good faith attempt to estimate the effort by year. Given the nature of this project, the scope, subconsultants, timeframe and dynamics involved it may not be possible to complete each years scope as documented. Scope and associated effort may move from year to year as the project evolves.
 - 4. Years 2-4 are illustrative of potential budget ranges and will need redefined as the Milestones and Scope of Work per year are better understood
 - 5. Contingency budgets in subsequent years are to mitigate annual escalation in labor and other unfroeseen conditions

Total Cost Ranges Years 1 - 4	Lower End	\$ 5,144,404
	Upper End	\$ 8,068,404

EXHIBIT D: TASK ORDER SAMPLE

Exhibit “D”

RTA 2020-0001 ALTERNATIVES ANALYSIS UPDATE
Regional Transportation Authority of Central Oklahoma

TASK ORDER
NUMBER _____

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and Regional Transportation Authority of Central Oklahoma (the Owner) in accordance with the terms of the Professional Services Contract dated July 15th, 2020, which is incorporated herein by reference.

This Task Order is effective on _____, 2020, through July 14th, 2021.

Identification of Project Milestone:

Specific scope of basic Services:

Additional Services if required:

Schedule:

Deliverables:

Terms of compensation:

Services will be invoiced on a monthly basis. Lump sum or fixed price fees will be invoiced monthly based upon the overall percentage of services performed. For tasks that are based upon a time and materials budget, labor fee will be billed on an hourly basis according to our then-current rates per Exhibit C.

Other special terms of Task Order:

ACCEPTED:

REGIONAL TRANSPORTATION KIMLEY-HORN AND ASSOCIATES, INC.
AUTHORITY OF CENTRAL OKLAHOMA

BY: _____

BY: _____

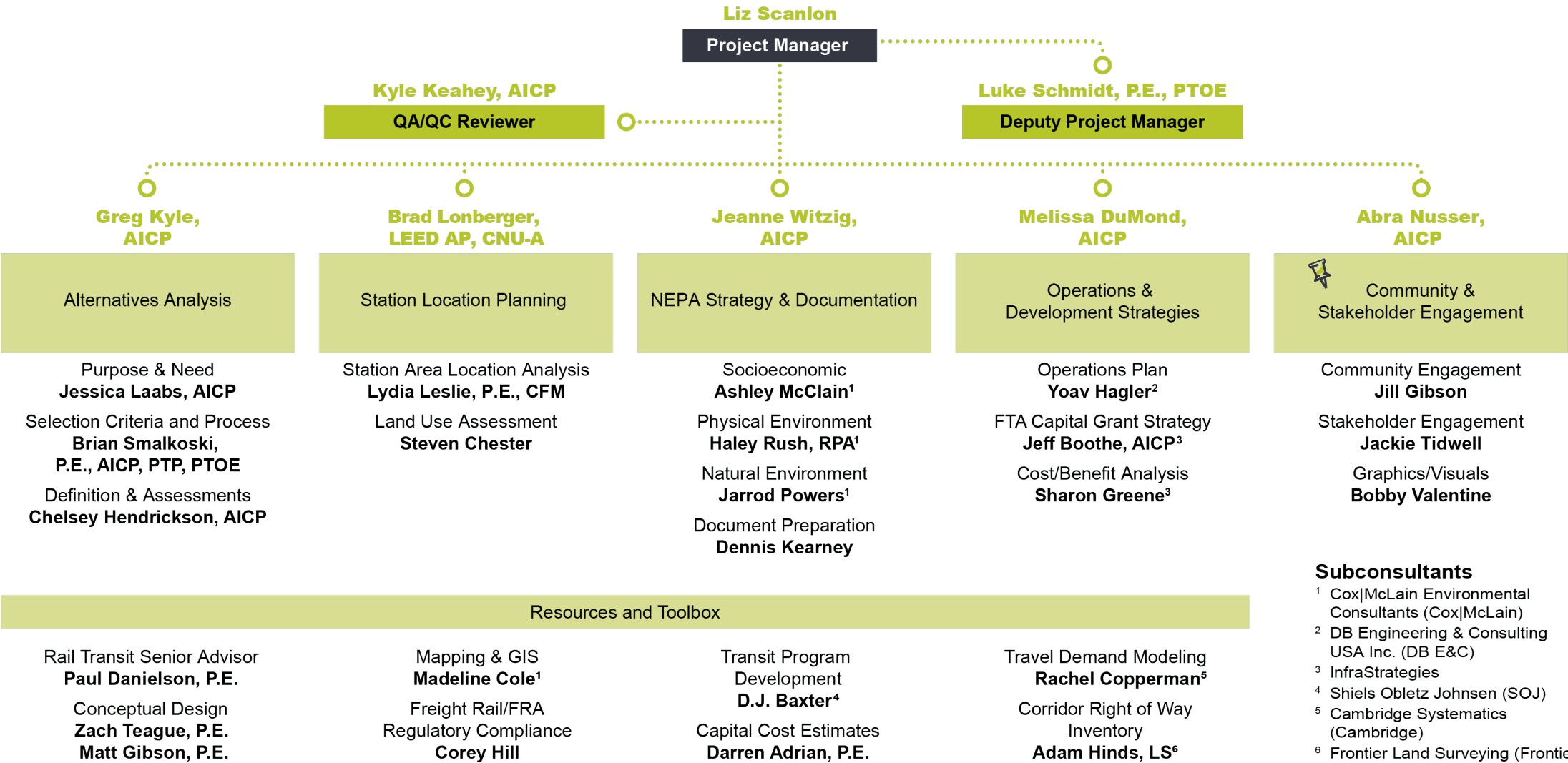
TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT E: STAFFING CHART AND KEY PERSONNEL



ATTACHMENT B

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

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Liz Scanlon*	Kimley-Horn	Project Manager	N/A	N/A	N/A	Master of City and Metropolitan Planning
Luke Schmidt*	Kimley-Horn	Deputy Project Manager	Professional Engineer PTOE	PE/28691	TX PE/120384 PTOE/4778	Bachelor of Science
Kyle Keahey	Kimley-Horn	QA/QC Review	Amer Instit Cert Planners	N/A	AICP/013399	Master of Regional and City Planning
Greg Kyle	Kimley-Horn	Major Task Lead: Alternatives Analysis	Amer Instit Cert Planners	N/A	AICP/013000	Master of Science, Urban Planning
Brad Lonberger	Kimley-Horn	Major Task Lead: Station Location Planning	CNU Accredited LEED Accredited	N/A	N/A	Master of Architecture
Jeanne Witzig	Kimley-Horn	Major Task Lead: NEPA Strategy and Documentation	Amer Instit Cert Planners	N/A	AICP/8617	Master of Urban and Regional Planning
Melissa DuMond	Kimley-Horn	Major Task Lead: Operations Development Strategies	Amer Instit Cert Planners	N/A	AICP/153811	Master of Natural Resources and Public Administration
Abra Nusser	Kimley-Horn	Major Task Lead: Community and Stakeholder Outreach	Amer Instit Cert Planners	N/A	AICP/025822	Master of Public Administration
Jessica Laabs	Kimley-Horn	Purpose and need Statement	Amer Instit Cert Planners	N/A	N/A	Master of Science, Urban Planning
Brian Smalkoski	Kimley-Horn	Alternatives Selection Criteria and Process	Professional Engineer, PTOE, AICP, PTP	N/A	AZ PE/65544, PTOE/47531, AICP/022815, PTP/83	Master of Civil Engineering
Chelsey Hendrickson	Kimley-Horn	Alternatives Definition & Assessments	Amer Instit Cert Planners	N/A	AICP/028585	Master of Urban and Regional Planning
Lydia Leslie	Kimley-Horn	Station Area Location Analysis	Professional Engineer	PE/18432	N/A	Bachelor of Science
Steven Chester	Kimley-Horn	Land Use Assessment	N/A	N/A	N/A	Master of Urban and Regional Planning
Dennis Kearney	Kimley-Horn	NEPA Document Preparation	Prof. Trans. Planner	N/A	PTP	Bachelor of Science
Jill Gibson	Kimley-Horn	Community Outreach	N/A	N/A	N/A	Master of Arts

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

ATTACHMENT B

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

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Jackie Tidwell	Kimley-Horn	Stakeholder Engagement	N/A	N/A	N/A	Master of Urban Planning and Policy
Bobby ValeIntine	Kimley-Horn	Graphics/ Visualization	N/A	N/A	N/A	Master of Urban Planning and Policy
Paul Danielson	Kimley-Horn	Rail Transit Senior Advisor	Professional Engineer	N/A	MN PE/23197	Bachelor of Science
Zach Teague	Kimley-Horn	Conceptual Design	Professional Engineer	N/A	TX PE/23197	Bachelor of Science
Matt Gibson	Kimley-Horn	Conceptual Design	Professional Engineer	N/A	FL PE/69872	Bachelor of Science
Corey Hill	Kimley-Horn	Freight Rail/FRA Regulatory Compliance	N/A	N/A	N/A	Master of Public Administration
Darren Adrian	Kimley-Horn	Capital Cost Estimates	Professional Engineer	N/A	CA PE/C53031	Bachelor of Science
Rachel Copperman	Cambridge Systematics	Travel Demand Model	N/A	N/A	N/A	Ph.D., Transportation Engineering
Ashley McLain	Cox McLain	NEPA: Socioeconomic	Amer Instit Cert Planners	N/A	AICP/5785	Master of Science
Haley Rush	Cox McLain	NEPA: Physical Environment	Registered Prof Archeologist	N/A	RPA/989965	Master of Arts
Jarrold Powers	Cox McLain	NEPA: Natural Environment	N/A	N/A	N/A	Master of Science
Madeline Cole	Cox McLain	Mapping and GIS	N/A	N/A	N/A	Bachelor of Science
Yoav Hagler	DB E&C	Operations Plan	N/A	N/A	N/A	Master of Science
Adam Hinds	Frontier	Corridor Right-of-Way Inventory	Prof Land Surveyor	PLS/1781	N/A	Bachelor of Science
Jeff Boothe	InfraStrategies	FTA Capital Grant Strategy	N/A	N/A	N/A	Juris Doctor

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.

EXHIBIT F: REQUIRED INCLUSIONS - CERTIFICATIONS AND FORMS

STANDARD FORM (SF) 255 Architect-Engineer And Related Services Questionnaire for Specific Project	1. Project Name/Location for which Firm is Filing: Alternatives Analysis Update/Central OK	2a. <i>Commerce Business Daily Announcement</i> Date, if any: N/A	2b. Agency Identification Number, if any: SOL *																																
5. Firm (or Joint Venture) Name & Address: Kimley-Horn and Associates, Inc. 14101 Wireless Way Building A, Suite 150 Oklahoma City, OK 73134	3a. Name, Title & Telephone Number of Principal to Contact: Mr. Paul B. Danielson, P.E., Principal 651.645.4197																																		
	3b. Address of office to perform work, if different from Item 3: Please see attached list.																																		
4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel <u>to be utilized</u> on this project on line (A) and In-house personnel on line (B).																																			
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">(A)_____ (B) <u>315</u> Administrative</td> <td style="width: 25%;">(A)_____ (B) <u>20</u> Electrical Engineers</td> <td style="width: 25%;">(A)_____ (B) <u>0</u> Oceanographers</td> <td style="width: 25%;">(A)_____ (B) <u>143</u> CAD Operators</td> </tr> <tr> <td>(A)_____ (B) <u>0</u> Architects</td> <td>(A)_____ (B) <u>0</u> Estimators</td> <td>(A) <u>14</u> (B) <u>97</u> Planners Urban/Regional</td> <td>(A)_____ (B) <u>2</u> Construction Managers</td> </tr> <tr> <td>(A)_____ (B) <u>0</u> Chemical Engineers</td> <td>(A)_____ (B) <u>5</u> Geologists</td> <td>(A)_____ (B) <u>0</u> Sanitary Engineers</td> <td>(A) <u>2</u> (B) <u>159</u> Project Managers</td> </tr> <tr> <td>(A) <u>5</u> (B) <u>1527</u> Civil Engineers</td> <td>(A)_____ (B) <u>11</u> Hydrologists</td> <td>(A)_____ (B) <u>0</u> Soils Engineers</td> <td>(A)_____ (B) <u>325</u> IT Specialists</td> </tr> <tr> <td>(A)_____ (B) <u>13</u> Construction Inspectors</td> <td>(A)_____ (B) <u>0</u> Interior Designers</td> <td>(A)_____ (B) <u>141</u> Specification Writers</td> <td>(A)_____ (B) _____</td> </tr> <tr> <td>(A)_____ (B) <u>0</u> Draftsmen</td> <td>(A)_____ (B) <u>115</u> Landscape Architects</td> <td>(A)_____ (B) <u>77</u> Structural Engineers</td> <td>(A)_____ (B) _____</td> </tr> <tr> <td>(A)_____ (B) <u>2</u> Ecologists</td> <td>(A)_____ (B) <u>16</u> Mechanical Engineers</td> <td>(A)_____ (B) <u>17</u> Surveyors</td> <td>(A) <u>22</u> (B) <u>4264</u> Total Personnel</td> </tr> <tr> <td>(A)_____ (B) <u>0</u> Economists</td> <td>(A)_____ (B) <u>0</u> Mining Engineers</td> <td>(A) <u>1</u> (B) <u>311</u> Transportation Engineers</td> <td></td> </tr> </table>				(A)_____ (B) <u>315</u> Administrative	(A)_____ (B) <u>20</u> Electrical Engineers	(A)_____ (B) <u>0</u> Oceanographers	(A)_____ (B) <u>143</u> CAD Operators	(A)_____ (B) <u>0</u> Architects	(A)_____ (B) <u>0</u> Estimators	(A) <u>14</u> (B) <u>97</u> Planners Urban/Regional	(A)_____ (B) <u>2</u> Construction Managers	(A)_____ (B) <u>0</u> Chemical Engineers	(A)_____ (B) <u>5</u> Geologists	(A)_____ (B) <u>0</u> Sanitary Engineers	(A) <u>2</u> (B) <u>159</u> Project Managers	(A) <u>5</u> (B) <u>1527</u> Civil Engineers	(A)_____ (B) <u>11</u> Hydrologists	(A)_____ (B) <u>0</u> Soils Engineers	(A)_____ (B) <u>325</u> IT Specialists	(A)_____ (B) <u>13</u> Construction Inspectors	(A)_____ (B) <u>0</u> Interior Designers	(A)_____ (B) <u>141</u> Specification Writers	(A)_____ (B) _____	(A)_____ (B) <u>0</u> Draftsmen	(A)_____ (B) <u>115</u> Landscape Architects	(A)_____ (B) <u>77</u> Structural Engineers	(A)_____ (B) _____	(A)_____ (B) <u>2</u> Ecologists	(A)_____ (B) <u>16</u> Mechanical Engineers	(A)_____ (B) <u>17</u> Surveyors	(A) <u>22</u> (B) <u>4264</u> Total Personnel	(A)_____ (B) <u>0</u> Economists	(A)_____ (B) <u>0</u> Mining Engineers	(A) <u>1</u> (B) <u>311</u> Transportation Engineers	
(A)_____ (B) <u>315</u> Administrative	(A)_____ (B) <u>20</u> Electrical Engineers	(A)_____ (B) <u>0</u> Oceanographers	(A)_____ (B) <u>143</u> CAD Operators																																
(A)_____ (B) <u>0</u> Architects	(A)_____ (B) <u>0</u> Estimators	(A) <u>14</u> (B) <u>97</u> Planners Urban/Regional	(A)_____ (B) <u>2</u> Construction Managers																																
(A)_____ (B) <u>0</u> Chemical Engineers	(A)_____ (B) <u>5</u> Geologists	(A)_____ (B) <u>0</u> Sanitary Engineers	(A) <u>2</u> (B) <u>159</u> Project Managers																																
(A) <u>5</u> (B) <u>1527</u> Civil Engineers	(A)_____ (B) <u>11</u> Hydrologists	(A)_____ (B) <u>0</u> Soils Engineers	(A)_____ (B) <u>325</u> IT Specialists																																
(A)_____ (B) <u>13</u> Construction Inspectors	(A)_____ (B) <u>0</u> Interior Designers	(A)_____ (B) <u>141</u> Specification Writers	(A)_____ (B) _____																																
(A)_____ (B) <u>0</u> Draftsmen	(A)_____ (B) <u>115</u> Landscape Architects	(A)_____ (B) <u>77</u> Structural Engineers	(A)_____ (B) _____																																
(A)_____ (B) <u>2</u> Ecologists	(A)_____ (B) <u>16</u> Mechanical Engineers	(A)_____ (B) <u>17</u> Surveyors	(A) <u>22</u> (B) <u>4264</u> Total Personnel																																
(A)_____ (B) <u>0</u> Economists	(A)_____ (B) <u>0</u> Mining Engineers	(A) <u>1</u> (B) <u>311</u> Transportation Engineers																																	
5. If submittal is by JOINT-VENTURE list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm: (Attach SF 254 for each if not on file with Procuring Office.) N/A																																			
5a. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																			

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

Name & Address	Specialty	Worked with Prime before (Yes or No)
1) Cambridge Systematics, Inc. 505 E. Huntland Drive, Suite 550 Austin, TX 78752	Travel Demand Modeling	Yes
2) Cox McLain Environmental Consulting, Inc. 8401 Shoal Creek Boulevard, Suite 100 Austin, TX 78757	NEPA Strategy & Documentation	Yes
3) DB Engineering & Consulting USA, Inc. 770 L Street, Suite 1240 Sacramento, CA 95814	Operations Development Strategies	Yes
4) Frontier Land Surveying, LLC 600 W. 18 th Street Edmond, OK 73013	Corridor Right of Way Inventory	Yes
5) InfraStrategies, LLC 2211 Michaelson Drive, Suite 900 Irvine, CA 92612	Operations Development Strategies	Yes
6) Shields Obletz Johnsen, Inc. 1140 SW 11 th Ave, Suite 500 Portland, OR 97205	Transit Program Development	Yes
7)		
8)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project:	
a. Name & Title: Elizabeth A. Scanlon Senior Planner	a. Name & Title: Luke A. Schmidt, P.E., PTOE Transportation and Mobility Lead (OK)
b. Project Assignment: Project Manager	b. Project Assignment: Deputy Project Manager
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>2</u> With Other Firms <u>16</u>	d. Years experience: With This Firm <u>9</u> With Other Firms <u>0</u>
e. Education: Degree(s) / Year / Specialization Master / 2009 / City and Metropolitan Planning Bachelor of Arts / 2001 / Communication	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 2011 / Civil Engineering
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline 2016 / Professional Engineer, OK 2019 / Professional Traffic Operations Engineer
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> San Jose Station Planning Services, San Jose, CA – Program Manager Point of the Mountain Alternatives Analysis Study, Salt Lake City, UT – Senior Advisor San Mateo County Transit District, San Francisco Bay Area, CA* – Director of Caltrain Planning Honolulu Authority for Rapid Transportation, Honolulu, HI* – Director of Planning/Right-of-Way Utah Transit Authority, Salt Lake City, UT* – Environmental Compliance Specialist <p><i>*Work performed prior to joining Kimley-Horn</i></p>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Oklahoma City Convention Center Area Mobility Study – Oklahoma City, OK Oklahoma City Convention Center Parking Garage Circulation Study and Design – Oklahoma City, OK Oklahoma City Downtown Parking Study – Oklahoma City, OK Oklahoma City Core to Shore Parking Study – Oklahoma City, OK Citywide Transportation Impact Fee TIA – Oklahoma City, OK Transportation Impact Fee – Intersection Improvements – 6 Intersections – Oklahoma City, OK NW Expressway at N Rockwell Ave Intersection Improvements – Oklahoma City, OK OU Medical Center Traffic Study – Oklahoma City, OK Will Rogers World Airport Revenue Control Study and Implementation – Oklahoma City, OK Edmond Bicycle Master Plan – Edmond, OK Edmond ITS Communication Master Plan – Edmond, OK

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

a. Name & Title: William Keahey, AICP Senior Planner	a. Name & Title: Gregory S. Kyle, AICP Senior Planner
b. Project Assignment: QA/QC Reviewer	b. Project Assignment: Major Task Lead: Alternatives Analysis
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u><1</u> With Other Firms <u>34</u>	d. Years experience: With This Firm <u>19</u> With Other Firms <u>7</u>
e. Education: Degree(s) / Year / Specialization Master / 1983 / Regional and City Planning Bachelor of Arts / 1981 / Environmental Sciences	e. Education: Degree(s) / Year / Specialization Master of Science / 1994 / Urban Planning Master / 2005 / Business Administration Bachelor of Science / 1992 / Political Science
f. Active Registration: Year First Registered / Discipline 1998 / American Institute of Certified Planners	f. Active Registration: Year First Registered / Discipline 1997 / American Institute Certified Planners
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> MARTA, Planning Support and Technical Services Contract, Atlanta, GA * – Program Director and "More MARTA" Program Management Officer Houston METRO, Northwest Transit Center Expansion, Houston, TX* – Project Director Gulf Coast Rail District, Westpark Corridor Study, Houston, TX* – Project Manager Capital Metro, General Planning Consultant Contract, Austin, TX* – Program Director City of Austin/Capital Metro, Austin Urban Rail Project, Austin, TX – Urban Rail Lead VIA Metropolitan Transit, Program Management Support Services Contract, San Antonio, TX* – Program Manager Roaring Fork Transportation Authority (RFTA), VelociRFTA Bus Rapid Transit, Glenwood Springs/Aspen, CO* – Program Manager DART, Northwest Corridor to Irving/DFW Preliminary Engineering and Draft/Final EIS, Dallas, TX* – Deputy Project Manager and Environmental Task Leader 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> SFRTA, Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Fort Lauderdale, FL – Project Manager Miami Beach Light Rail Transit/Modern Streetcar Environmental Documentation and P3 Procurement Support, Miami, FL – Environmental Task Lead LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles, CA – Deputy Project Manager Advanced Planning, Environmental Approval, and Preliminary Engineering Services for the San Rafael Transit Center Relocation, San Rafael, CA – Principal-in-Charge SFRTA, General Planning Consultant, South Florida – Contract Manager

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

a. Name & Title: Christopher (Brad) Lonberger, LEED AP, CNU-A Planner	a. Name & Title: Jeanne M. Witzig, AICP Senior Environmental Planner
b. Project Assignment: Major Task Lead: Station Location Planning	b. Project Assignment: Major Task Lead: NEPA Strategy and Documentation
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>1</u> With Other Firms <u>14</u>	d. Years experience: With This Firm <u>14</u> With Other Firms <u>18</u>
e. Education: Degree(s) / Year / Specialization Executive Master / 2020 / Business Administration Master / 2007 / Architecture, Suburb and Town Design (Urban Design/Planning) Bachelor of Science / 2006 / Architecture	e. Education: Degree(s) / Year / Specialization Master / 1987 / Urban and Regional Planning Bachelor of Science / 1984 / Wildlife Management
f. Active Registration: Year First Registered / Discipline 0000 / Congress for New Urbanism, CNU Accredited 2008 / LEED Accredited Professional	f. Active Registration: Year First Registered / Discipline 1990 / American Institute of Certified Planners
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> MAPS 3 – Conceptual Development Planning Oklahoma City, OK* - <i>Urban Designer</i> Lindsay Street Redesign Norman, OK* - <i>Economic Strategist and Public Engagement</i> American Indian Cultural Center and Museum (AICCM) Site Study Oklahoma City, OK* - <i>Lead Urban Designer and Phasing Strategy</i> Fort Worth High-Speed Rail Station Area Analysis Initiative Fort Worth, TX* - <i>Project Manager</i> Trinity Lakes: 200-acre Mixed-use TOD Fort Worth, TX - <i>Project Manager</i> Durham-Orange Light Rail Transit Design and Value Capture Plan Durham and Orange, NC* - <i>Urban Design Task Lead and Deputy Project Manager</i> <p><i>*Work performed prior to joining Kimley-Horn</i></p>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Bottineau Transitway Draft Environmental Impact Statement and Related Transitway Development Efforts, Hennepin County, MN – Environmental Task Manager Washington County Regional Railroad Authority, Gateway Corridor Draft Environmental Assessment, Twin Cities, MN – Project Manager AC Transit, East Bay BRT FEIS/FEIR, Oakland, CA – Environmental Planner Cobb County DOT, Connect Cobb Environmental Assessment, Cobb County, GA – FTA Strategic Advisor Minneapolis-Duluth/Superior Passenger Rail Alliance, Program Management of Northern Lights Express (NLX) Environmental Review, Minneapolis/Duluth, MN – Project Manager

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

a. Name & Title: Melissa E. DuMond, AICP Senior Planner	a. Name & Title: Abra Nusser, AICP Planner
b. Project Assignment: Major Task Lead: Operations Development Strategies	b. Project Assignment: Major Task Lead: Community and Stakeholder Outreach
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>2</u> With Other Firms <u>18</u>	d. Years experience: With This Firm <u><1</u> With Other Firms <u>12</u>
e. Education: Degree(s) / Year / Specialization Master of Public Administration / 2006 / Environmental Policy and Management Master of Natural Resources / 2006 / Natural Resource Policy Bachelor of Science / 1999 / Environmental Studies	e. Education: Degree(s) / Year / Specialization Master / 2008 / Public Affairs (MPA) Bachelor of Arts / 2006 / Political Science Certificate / 2008 / Local Government Management Certificate / 2008 / City Planning
f. Active Registration: Year First Registered / Discipline 2007 / American Institute of Certified Planners	f. Active Registration: Year First Registered / Discipline 2012 / American Institute of Certified Planners
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> San Mateo County Transit District, Program Management Services for the Dumbarton Rail Corridor Project, San Mateo County, CA – Project Manager Washington Metropolitan Area Transit Authority (WMATA), Flexible Metrorail Operational Analysis, Washington, DC – Project Manager Virginia DRPT, Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Washington, DC to Richmond, VA – Service Planning/Environmental Task Manager Caltrain, Caltrain Business Plan Support, San Mateo, CA – Project Manager California State Transportation Agency (CalSTA), Statewide Passenger Rail Network Integration and Station Planning Activities, Sacramento, CA – Project Manager FRA Program Support for Amtrak Capital Grant Program Oversight/Governance, Washington, DC – Project Planner 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Downtown Master Plan, Celina, TX – Project Manager* Lavon Community Assessment, Lavon, TX – Project Manager* Denton Plan 2030, Denton, TX – Project Manager* <p><i>*Work performed prior to joining Kimley-Horn</i></p>

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

a. Name & Title: Jessica D. Laabs, AICP Senior Environmental Planner	a. Name & Title: Brian R. Smalkoski, P.E., AICP, PTP, PTOE Vice President
b. Project Assignment: Alternatives Analysis: Purpose and need Statement	b. Project Assignment: Alternative Analysis : Alternatives Selection Criteria and Process
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>13</u> With Other Firms <u>7</u>	d. Years experience: With This Firm <u>16</u> With Other Firms <u>5</u>
e. Education: Degree(s) / Year / Specialization Master of Science / 2000 / Urban Planning Bachelor of Arts / 1998 / Environmental Science	e. Education: Degree(s) / Year / Specialization Master of Science / 2003 / Civil Engineering Bachelor of Arts / 1999 / Geology Bachelor of Arts / 1999 / Management
f. Active Registration: Year First Registered / Discipline 2003 / Amer Institute of Certified Planners	f. Active Registration: Year First Registered / Discipline 2009 / Professional Engineer AZ, CO, ID, MI, MN, MT, NM, NV, OR, UT, WA, WI 2008 / American Institute Certified Planners 2010 / Professional Traffic Operations Engineer 2007 / Professional Transportation Planner
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Northstar Corridor Development Authority (MN), Northstar Commuter Rail Project– Environmental Planner California High Speed Rail Authority, Los Angeles to Anaheim Project – Technical Reviewer City of Milwaukee (WI), Milwaukee Streetcar 4th Street Extension Project – Environmental Lead Hennepin County Regional Railroad Authority (MN), Bottineau Transitway Alternatives Analysis Study – QC/QA Reviewer Hennepin County Regional Railroad Authority (MN), Blue Line (Bottineau) Transitway Project – Environmental Planner Ramsey County Regional Railroad Authority (MN), Rush Line Corridor BRT Project – Environmental Lead Memphis Area Transit Authority (TN), Innovation Corridor BRT Project – Environmental Lead 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis, Dakota County, MN – Project Manager Minnesota DOT, Southern Rail Corridor Feasibility Study and Alternatives Analysis, Rochester, MN – Project Manager. Northstar Corridor Development Authority, Northstar Commuter Rail Planning, Design, and Program Management, Minneapolis, MN – Project Engineer Hennepin County Regional Railroad Authority, Stage I Transportation Interchange Environmental Assessment at 5th Street (Target Field Station), St. Paul, MN – Deputy Project Manager

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

a. Name & Title: Chelsey G. Hendrickson, AICP Planner	a. Name & Title: Lydia M. Leslie, P.E., CFM Civil Engineer
b. Project Assignment: Alternatives Analysis: Alternatives Definition & Assessments	b. Project Assignment: Station Location: Station Area Location Analysis
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>6</u> With Other Firms <u>2</u>	d. Years experience: With This Firm <u>4</u> With Other Firms <u>0</u>
e. Education: Degree(s) / Year / Specialization Master / 2014 / Urban and Regional Planning Bachelor of Science / 2012 / Business Economics Bachelor of Arts / 2012 / Urban and Regional Planning	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1989 / Civil Engineering
f. Active Registration: Year First Registered / Discipline 2015 / American Institute of Certified Planners	f. Active Registration: Year First Registered / Discipline 1997 / Professional Engineer, OK 2010 / Certified Floodplain Manager, OK
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> • Metro Transit, Blue Line LRT Extension, Hennepin County, MN – Project Planner • Metro Transit, Advanced Design Consultant Services for the METRO Green Line Extension, Minneapolis, MN – Project Planner • Ramsey County Regional Railroad Authority (RCRRA), Rush Line Corridor Environmental Analysis, Ramsey County, MN – Project Planner • SANDAG, Purple Line LRT Feasibility Study, San Diego, CA – Project Planner • City of Mankato, Transit Development Plan, Mankato, MN – Deputy Project Manager • Washington County Regional Railroad Authority, Red Rock Corridor Implementation Plan (BRT), Washington County, MN – Project Planner • Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis, Dakota County, MN – Project Planner • Metropolitan Council, E Line Corridor Study Alternative Evaluation – Project Planner 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> • Downtown Parking Management Study, Oklahoma City, OK – Project Engineer • Capitol Hill High School and Speegle Stadium Roadway, Parking Lot, and Storm Sewer Reconstruction, Oklahoma City, OK – Project Manager • City Stockyards Street Enhancement (Historic Stockyards Streetscape), Oklahoma City, OK – Project Manager • OKC Convention Center Garage, Oklahoma City, OK – Project Engineer • South Lakes Park Facility Improvements, Oklahoma City, OK – Project Manager • Route 66 Park, Oklahoma City, OK – Project Manager • OneOK Canadian Valley, Thomas, OK – Project Manager • OKC Omni Hotel Convention Center, Oklahoma City, OK – Project Engineer • Robinson Bridge Bike Improvements & Road Diet, Oklahoma City, OK – Project Engineer

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

a. Name & Title: Steven Chester Planner	a. Name & Title: Dennis M. Kearney Planner
b. Project Assignment: Station Location: Land Use Assessment	b. Project Assignment: NEPA Strategy and Documentation: Document Preparation
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>1</u> With Other Firms <u>11</u>	d. Years experience: With This Firm <u>2</u> With Other Firms <u>16</u>
e. Education: Degree(s) / Year / Specialization Master / 2011 / Urban and Regional Planning (Urban Placemaking) Bachelor of Arts / 2008 / Environmental Science and Geography	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1999 / Conservation and Resources Studies
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Colorado Air and Spaceport Subarea Plan, Adams County, CO – Project Manager Transportation Master Plan, Golden, CO – Project Planner Flaming Gorge Way Corridor Study, Green River, CO – Project Manager Ruxton Avenue Functionality Project, Manitou Springs, CO – Project Planner Transportation and Mobility Plan, Manitou Springs, CO – Project Manger Downtown Erie Parking and Circulation Master Plan, Erie, CO – Project Planner Parker Road Corridor Plan Parker, CO – Project Planner Blueprint Denver, Denver, CO- Deputy Project Manager* The Square on 21st Demonstration Project, Denver, CO – Project Manager* Denver Comprehensive Plan 2040, Denver, CO – Project Planner* Transit Oriented Denver, Denver, CO – Project Planner* <i>*Work performed prior to joining Kimley-Horn</i>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Evergreen Senior Home Specific Plan and Post Initiative EIR, San Jose, CA – Project Planner California High Speed Rail Authority, Central Valley Wye, Central Valley Area, CA – Senior Planner/Author for Supplemental EIR/EIS* San Francisco Municipal Transportation Agency, Loop Project, San Francisco, CA – Deputy Project Manager for Environmental Assessment* City of San Francisco, Better Market Street, San Francisco, CA – Environmental Documentation Task Lead* San Francisco Transbay Joint Powers Authority, Terminal Supplemental EIS/EIR – Senior Planner* City of South San Francisco, Forbes Office/R&D EIR, South San Francisco, CA – Project Manager County of Alameda, Cherryland Community Center Environmental Documentation, Alameda County, CA – Project Manager* <i>*Work performed prior to joining Kimley-Horn</i>

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

a. Name & Title: Jill A. Gibson Planner	a. Name & Title: Jaclyn Tidwell Planner
b. Project Assignment: Community and Stakeholder: Community Outreach	b. Project Assignment: Community and Stakeholder: Stakeholder Engagement
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>3</u> With Other Firms <u>9</u>	d. Years experience: With This Firm <u>1</u> With Other Firms <u>9</u>
e. Education: Degree(s) / Year / Specialization Master of Arts / 2007 / American Studies Bachelor of Arts / 2005 / American Studies	e. Education: Degree(s) / Year / Specialization Master / 2017 / Urban Planning and Policy Bachelor of Arts / 2009 / Political Science
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> BART Silicon Valley (BSV) Phase II TOD Program Management, San Jose, CA – Project Manager Diridon Program Management Planning Support Services, San Jose, CA – Project Planner BART Silicon Valley (BSV) Phase II On-Call Planning Services, San Jose, CA – Project Manager Caltrain, San Jose, CA* – Principal Planner North County Transit District, San Diego County, CA* – Senior Transportation Planner <p><i>*Work performed prior to joining Kimley-Horn</i></p>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Diridon Program Management Services, San Jose, CA – Project Planner San Francisco Bay Area Planning and Urban Research Association (SPUR) (2017-2019), San Jose, CA – San Jose Policy Director* Participatory Budgeting Project, Chicago, IL (2016) – Community Outreach Graduate Intern* Victory Gardens Theater, Chicago, IL (2015-2016) – Community Engagement Manager* Arts & Business Council of Greater Nashville, Nashville, TN (2012-2015) – Director of Programs & Community Initiatives; Program Coordinator* <p><i>*Work performed prior to joining Kimley-Horn</i></p>

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

a. Name & Title: Robert D. Valentine Senior Graphic Designer	a. Name & Title: Zach Teague, P.E. Vice President
b. Project Assignment: Community and Stakeholder: Graphics/Visualization	b. Project Assignment: Resources and Toolbox: Conceptual Design
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>5</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>13</u> With Other Firms <u>5</u>
e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1990 / City and Regional Planning	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 2001 / Civil Engineering
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline 2006 / Professional Engineer, TX 2011 / Professional Engineer, VA 2011 / Professional Engineer, DC 2019 / Professional Engineer, MD
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> City of Anaheim, Anaheim Rapid Connection Streetcar, Anaheim, CA – Visualization Production Manager GRTC Transit System, Pulse BRT Engineering and Design Services, Richmond, VA – Visualization Production Manager Metro Transit, Blue Line Light Rail Transit Extension, Twin Cities, MN – Visualization Production Manager Washington County Regional Railroad Authority, Gateway Corridor Draft Environmental Assessment, Washington County, MN – Visualization Specialist UDOT, 5600 W Railroad Crossing, Salt Lake City, UT – Graphic Designer Hampton Roads Transit (HRT), Peninsula Bus Rapid Transit Documented Categorical Exclusion, Newport News and Hampton, VA – Graphic Designer 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Broadmoor Commuter Rail Station and Track Design, Austin, TX – Lead Track Engineer Alameda Corridor East Construction Authority, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA – Railroad Design Engineer Gulf Coast Rail District, Passenger Rail Access Study – North Corridor to Central Business District, Houston, TX – Deputy Project Manager Gulf Coast Rail District (GCRD) Rail Network Study - Commuter Rail Right-of-Way Feasibility Study, Houston, TX – Deputy Project Manager Virginia Department of Rail and Public Transportation, Transforming Rail in Virginia Program, VA Statewide – Lead Rail Engineer Houston METRO East End LRT Corridor, Houston, TX – Project Engineer Port San Antonio Town Center Transit Access Study, San Antonio, TX – Project Engineer Metro Transit, Blue Line Light Rail Transit Extension, Hennepin County, MN – QA/QC Reviewer Hassayampa Valley Rail Corridors Cost Analysis Update, Phoenix, AZ – Lead Track Engineer

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

a. Name & Title: Matthew S. Gibson, P.E. Civil Engineer	a. Name & Title: Darren J. Adrian, P.E. Senior Vice President
b. Project Assignment: Resource and Toolbox: Conceptual Design	b. Project Assignment: Resources and Toolbox: Capital Cost Estimates
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>15</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>15</u> With Other Firms <u>13</u>
e. Education: Degree(s) / Year / Specialization Bachelor of Science / 2004 / Civil Engineering	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1991 / Civil Engineering
f. Active Registration: Year First Registered / Discipline 2009 / Professional Engineer, FL	f. Active Registration: Year First Registered / Discipline 1995 / Professional Engineer, CA 1996 / Professional Engineer, UT
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Ft. Lauderdale, FL – Senior Project Tampa Streetcar Extension and Modernization Feasibility Study and Project Development, Tampa, FL – Senior Project Engineer Milwaukee Streetcar Project Owner's Representative Services, Milwaukee, WI – Project Engineer Miami Beach Light Rail/Modern Streetcar P3 Program Management, Miami, FL – Senior Project Engineer Miami River-Miami Intermodal Center Capacity Improvement, Miami, FL – Senior Project Manager 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> OCTA 17th Street Grade Separation Project, Santa Ana, CA – Project Manager UPRR/ACE Fullerton Road Grade Separation, City of Industry, CA – Civil/Roadway Manager City of Corona, McKinley Grade Separation, Corona, CA – Civil/Roadway Manager Exposition LRT Project, Phase 2 Design-Build, Los Angeles County, CA – Subconsultant Project Manager on the design-build team UPRR/Sunset Avenue Grade Separation, Banning, CA – Senior Engineer BNSF, I-215/Cactus Avenue Grade Separation, Moreno Valley, CA City of Mountain View, Transit Center Master Plan, Mountain View, CA – Project Engineer Alameda Corridor East Construction Authority, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA – Project Manager

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

a. Name & Title: Corey Hill Project Manager / Transit	a. Name & Title: Paul B. Danielson, P.E. Principal Director
b. Project Assignment: Resources and Tools: Freight Rail/FRA Regulatory Compliance	b. Project Assignment: Resources and Toolbox: Rail Transit Senior Advisor
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>3</u> With Other Firms <u>22</u>	d. Years experience: With This Firm <u>18</u> With Other Firms <u>18</u>
e. Education: Degree(s) / Year / Specialization Master / 1997 / Public Administration Bachelor of Science / 1994 / Political Science	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1984 / Civil Engineering
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline 1987 / Professional Engineer, CA 1994 / Professional Engineer, MN 1994 / Professional Engineer, AZ 2010 / Professional Engineer, IL
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> FRA, Washington, DC – Executive Director* FRA Office of Program Delivery, Washington, DC – Director* FRA Program Support for Amtrak Capital Grant Program Oversight/Governance, Washington, DC – Project Manager Program Management for Transforming Rail in Virginia Program, Richmond, VA – Program Director Virginia Department of Rail and Public Transportation (DRPT), Transit Development Plan for Petersburg Area Transit, Petersburg, VA – Principal-in-Charge DRPT, Transit Development Plan for Greater Lynchburg Transit Company, Lynchburg, VA – Principal-in-Charge DRPT, Transit Capital Program Prioritization Staff Support, Northern Virginia, VA – Principal-in-Charge North Carolina Department of Transportation, Incremental Service Development Plan for High Speed Rail between Richmond, VA and Raleigh, NC – Senior Advisor 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Northstar Corridor Development Authority, Northstar Commuter Rail Planning, Design, and Program Management, Twin Cities, MN – Project Manager Hennepin County Regional Railroad Authority, Bottineau Transitway Alternatives Analysis & Draft EIS, Twin Cities, MN – Project Manager Robert Street Transitway Alternatives Analysis, Dakota County, MN – Principal-in-Charge Metro Transit, Blue Line LRT Extension, Twin Cities, MN – Project Manager FTA, Program Management Oversight Services IDIQ, Nationwide, US – Task Manager

*Work performed prior to joining Kimley-Horn

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
(1) Northstar Corridor Development Authority Minneapolis, MN	Northstar Commuter Rail Planning, Design and Program Management	Metro Transit (Minn/StPaul) 560 Sixth Avenue North Minneapolis, MN 55411-4398 Mr. Mark Fuhrmann 612.373.3810	11/15/2011	318,757	6,729
(2) Wave Streetcar Alternatives Fort Lauderdale, FL	Analysis/Environmental Assessment and Small Starts Application	South Florida Regional Transportation Authority (SFRTA) 801 NW 33rd Street Pompano Beach, FL 33064 Rob Bostian 954.777.4635	11/03/2011	173,000	1,600
(3) Dakota County Regional Railroad Authority, Robert Street Transitway Dakota County, MN	Alternatives Analysis	Dakota County, MN 14955 Galaxie Avenue Apple Valley, MN 55124 Joe Morneau 952.891.7986	03/15/2016	1,357	684
(4) Miami River Miami, FL	Miami Intermodal Center Capacity Improvement (MR-MICCI)	South Florida Regional Transportation Authority (SFRTA) 801 NW 33rd Street Pompano Beach, FL 33064 Loraine Cargill 954.876.0056	10/15/2015	753	418
(5) Santa Clara VTA, Diridon Intermodal Facility CA	Program Management and Planning Support	Santa Clara Valley Transportation Authority (SCVTA) 3331 N. First Street, Bldg. 82 San Jose, CA 95134-1906 Scott Haywood 408.321.5892	01/03/2020	6,000	1,200
(6) Hennepin County Regional Railroad Authority Hennepin County, MN	Bottineau Transitway Alternatives Analysis Study	Hennepin County 701 Fourth Avenue South Suite 400 Minneapolis, MN 55415-1843 Joe Gladke 612.348.2134	04/01/2010	900,000	175
(7) Washington Metropolitan Area Transit Authority (WMATA) DC	Flexible Metrorail Operational Analysis	Washington Metropolitan Area Transit Authority (WMATA) 600 Fifth Street NW Washington, DC 20001 Tom Hutchings 703.228.3809	04/01/2019	389	183
(8) Washington County Regional Railroad Authority Washington County, MN	Gateway Corridor Draft Environmental Assessment	Washington County, MN 11660 Myeron Road North Stillwater, MN 55082 Mr. Andrew Gitzlaff, AICP, LEED AP 651.430.4338	02/01/2017	3,585	619
(9) Metropolitan Council, Preliminary Engineering St. Paul, MN	Southwest Light Rail Transit Project/Green Line Extension	Metropolitan Council 390 Robert Street North St. Paul, MN 55101-1805 Mr. Chris Weyer 612.373.3820	01/01/2017	16,799	15,251
(10) City of Milwaukee, Milwaukee Streetcar Project Owner's Representative Services Milwaukee, WI	Representative Services	City of Milwaukee Room 704 Municipal Building 841 North Broadway Milwaukee, WI 53202 Mr. John Duggan 414.286.2489	11/01/2018	434	502


9. All work by firms or joint-venture members currently being performed directly for federal agencies..

a. Project Name & Location	b. Nature of Firm's Responsibility	b. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
FHWA EFLHD, Transportation Planning, Pavement Design, Performance Management, Traffic Monitoring, Safety Reports & Studies, and Asset Management Eastern Region, US United States	(Prime) Transportation Planning, Pavement Design, Performance Management, Traffic Monitoring, Safety Reports & Studies, and Asset Management	Federal Highway Administration, Office of Federal Lands Highway 21400 Ridgetop Circle Sterling, VA 20166-6511 Chris Jaeschke (RETIRED) 703.404.6201	73%	4,937	2,625
NAVFAC Mid-Atlantic, IDIQ Contract for Traffic Engineering and Transportation Planning Services (N4008516R126) Norfolk, VA United States	(Prime) Traffic Engineering and Transportation Planning Services	NAVFAC Mid-Atlantic 9324 Virginia Avenue Norfolk, VA 23511-3095 Philip Cole 757.341.1431	50%	1,465	254
Cattail Cove State Park/Sandpoint Marina and Campground Design Services	(Prime) Design Services	Arizona State Parks 23751 N. 23 rd Ave #190 Phoenix, AZ 85085 James Hannasch 602.542.4174	75%	1,167	235

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

Kimley-Horn is a full-service planning and engineering firm that specializes in transit projects across the United States. Our services include commuter rail, heavy rail, light rail and bus rapid transit planning; alternatives analysis/major investment studies; route planning and station location; transit operation planning; community engagement; transit facilities; bus operations planning; and travel demand. Kimley-Horn is a leading consultant in the planning, design, implementation, and construction management of transit/rail corridor extensions and improvements, including alternatives development, state/federal environmental documentation, traffic engineering, and civil engineering. Comparable transit agencies that we regularly serve include the South Florida Regional Transportation Authority (West Palm Beach-Miami), Metro Transit (Twin Cities), Santa Clara Valley Transportation Authority (San Jose), San Diego Association of Governments / Metropolitan Transit System (San Diego), LA Metro (Los Angeles), and Washington Area Metropolitan Transit Authority (Washington, DC).

10. The foregoing is a statement of facts.

Signature:  Typed Name and Title: Paul B. Danielson, P.E., Principal | Director

Date:

06/03/2020

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

Kimley-Horn and Associates, Inc.
14101 Wireless Way, Building A, Suite 150
Oklahoma City, OK 73134

Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, TX 76102

Kimley-Horn and Associates, Inc.
4582 South Ulster Street, Suite 1500
Denver, CO 80237

Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275
Las Colinas, TX 75063

Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017

Kimley-Horn and Associates, Inc.
765 The City Drive, Suite 200
Orange, CA, 92868

Kimley-Horn and Associates, Inc.
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

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

Kimley-Horn and Associates, Inc.
767 Eustis Street, Suite 100
Saint Paul, MN 55114

Kimley-Horn and Associates, Inc.
11400 Commerce Park Drive, Suite 400
Reston, VA 20191

LETTER OF AUTHORIZATION

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

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

Regional Transportation Authority of Central Oklahoma:

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

Sincerely,

_____ Signature of Authorized Agent	_____ Print Title	_____ Date
_____ Print Name	_____ Email Address	

Title: *(must be checked)*

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

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

ANTI/NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

Paul Danielson, P.E.

Type Name of Authorized Agent

Principal/Authorized Signer

Title

Paul Danielson

Signature

Kimley-Horn and Associates, Inc.

Company Name

767 Eustis Street, Suite 100, St. Paul, MN

Address

55114

Zip Code

651.645.4197

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

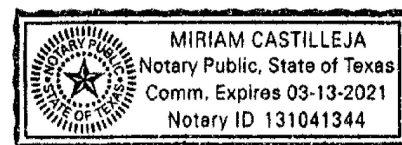
State of * Texas

County of * Dallas

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

)
)
)

SS.



Signed and sworn to before me on this 4th day of June, 2020 by Paul Danielson.
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: 131041344
~~-(Oklahoma)~~ Texas

Type Name of Notary Public Miriam Castilleja

My Commission Expires: 03-13-2021
[Date/Year]

Signature of Notary Public

Miriam Castilleja

[49 Okla. Stat. 1985 §119]

EXHIBIT G: INSURANCE

A. Minimum Aggregate Limits of Policies and Continuing Coverage

1. Worker's Compensation and Employer's Liability Insurance. The Consultant shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the employees, unless such employees are covered by the protection afforded by the Consultant. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the Consultant is exempt under the laws of the State of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the Consultant must provide the RTA and its participating trusts a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.
2. Commercial General Liability Insurance. The Consultant shall provide and maintain commercial general liability insurance coverage sufficient to meet the including the RTA and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.
 - a) Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b) All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c) Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
3. Automobile Liability Insurance. The Consultant shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the GTCA, including the RTA and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.
 - a) Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b) All other liability in an amount not less than One Hundred Seventy-Five Thousand

Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

- c) Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

B. Notice of Change, Reduction, Suspension, Lapse, or Cancellation

1. Consultant shall be responsible for providing the RTA actual notice of any change, reduction, suspension, lapse, or cancellation of any insurance provided under this Contract at least thirty (30) days prior to such change, reduction, suspension, lapse, or cancellation.
2. Should any insurance required by this Contract be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Contract, then RTA may terminate this Contract for cause and Consultant shall also be liable and responsible for any claim by RTA on their own behalf or on behalf of another, for:
 - a) any loss or damages, including direct, indirect, and consequential; and
 - b) any cost or expense, including attorney fees, court costs and administrative expenses; and
 - c) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.
3. The RTA reserves the right to withhold payment of any funds otherwise due Consultant to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

C. Other Requirements

1. The Consultant agrees to purchase and maintain prior to the approval of and during the life of this Contract, with an insurance company acceptable to the RTA the insurance policies set forth in Section A of this Exhibit G which may be met through a combination of primary and excess policies.
2. The Consultant must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth in Section A of this Exhibit G. Certified, true, and exact copies of all insurance certificates required, and endorsement pages shall be provided to the RTA and its participating trusts on a timely basis if requested by RTA staff.
3. All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the RTA and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

4. Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.
5. All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the RTA and its participating trusts are named additional insureds without reservation or restriction. The RTA and any of its participating trusts shall be named as loss payees on the Consultant's valuable papers insurance policy for this Project.
6. All insurance coverage (except professional liability and worker's compensation and employer's liability policies) of the Consultant shall be primary and non-contributory to any insurance or self-insurance program carried by the RTA and its participating trusts.
7. All insurance policies (except professional liability and worker's compensation and employer's liability policies) shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.
8. All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Consultant is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Consultant's deductible is different than declared, then the RTA and its participating trusts will hold an equal amount from pay claims until corrected.
9. Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Consultant/Consultant's self-insured retention.
10. The insurance coverage and limits required of the Consultant under this contract are designed to meet the minimum requirements of the RTA and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Consultant have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the Consultant should seek professional assistance.
11. All policies, except Professional Liability Insurance, shall be in the form of an occurrence insurance coverage or policy. If any insurance is written in a claims-made form, the Consultant shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

12. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the RTA Contracting Officer prior to execution of this contract and are attached hereto. The certificates must be signed by the authorized representative of the insurance company(s) shown in the certificates. The Consultant must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the Project or Contract number and Project or Contract description or name.
13. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.
14. The Consultant authorizes the RTA and its participating trusts to confirm all information so furnished as to the Consultant's compliance with its bonds and insurance requirements with the Consultant's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the Consultant shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the RTA and its participating trusts. The RTA and its participating trusts may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The RTA and its participating trusts. The RTA and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.
15. In the event of a reduction in any aggregate limit, the Consultant shall immediately notify the RTA and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the RTA and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Consultant hereby agrees to promptly authorize and have delivered to the RTA and its participating trusts such statement.
16. All insurance coverage required under this Contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the RTA and its participating trusts. If the Consultant is providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the RTA and its participating trusts.

DESCRIPTIONS (Continued from Page 1)

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This page has been left blank intentionally.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/13/2020

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com																					
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : National Union Fire Ins. Co.</td><td>19445</td></tr> <tr> <td colspan="2">INSURER B : Aspen American Insurance Company</td><td>43460</td></tr> <tr> <td colspan="2">INSURER C : New Hampshire Ins. Co.</td><td>23841</td></tr> <tr> <td colspan="2">INSURER D : Lloyds of London</td><td>085202</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Union Fire Ins. Co.		19445	INSURER B : Aspen American Insurance Company		43460	INSURER C : New Hampshire Ins. Co.		23841	INSURER D : Lloyds of London		085202	INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : National Union Fire Ins. Co.		19445																				
INSURER B : Aspen American Insurance Company		43460																				
INSURER C : New Hampshire Ins. Co.		23841																				
INSURER D : Lloyds of London		085202																				
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER: 20-21****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			5268169	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	<input checked="" type="checkbox"/> Contractual Liab						MED EXP (Any one person) \$25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			015893685 (AOS) 015893686 (CA)	04/01/2020 04/01/2020	04/01/2021 04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: RTA 2020-0001 ALTERNATIVES ANALYSIS UPDATE; L. Scanlon. The RTA and its participating trusts are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EXHIBIT H: REQUEST FOR QUALIFICATION RFO 2020-0001



**Regional Transportation Authority
of Central Oklahoma**

REQUEST FOR QUALIFICATIONS (RFQ)

RTA ALTERNATIVES ANALYSIS UPDATE

RELEASE DATE: May 4, 2020

TABLE OF CONTENTS

I.	OVERVIEW	3
II.	ABOUT RTA.....	3
III.	BACKGROUND.....	3
A.	Previous Regional Transit Studies	4
B.	Current Locally Preferred Alternatives	4
1.	North Corridor LPA	4
2.	South Corridor LPA	5
3.	East Corridor LPA	5
IV.	SCOPE OF WORK	5
A.	Project Management and Coordination Meetings.....	6
1.	Project Management Plan	6
2.	Project Management Meetings	6
3.	Project Coordination / Documentation / Correspondence	7
4.	Monthly Reporting / Invoices	7
5.	Quality Assurance / Quality Control	7
6.	Project Control System	8
B.	Public Participation.....	8
1.	Public Involvement Plan	8
2.	Public Outreach.....	8
3.	Content Management	9
C.	Alternatives Analyses	10
1.	Project Initiation.....	10
2.	Review and Assess Previously Completed Work.....	10
3.	Develop Problem Statement, Goals, Objectives and Evaluation Criteria.....	11
4.	Assessment of Alternatives	11
5.	Travel Demand Modeling	12
6.	Refine Transit Alternatives.....	13
7.	Station Location Analysis	13
8.	Document Station Elements and Site Envelope.....	14
9.	Develop Operational Plans	14
10.	Evaluate Cost, Benefits, and Impacts	15
11.	Updated Locally Preferred Alternatives.....	16
12.	Prepare Alternatives Analysis Documentation and	16
	Conduct NEPA Analysis	16
V.	Anticipated Timeline	17
VI.	Consultant Requirements.....	17
VII.	Proposal Instructions and Guidelines	20
VIII.	Proposal Requirements and Evaluation Criteria.....	21
IX.	RTA Rights	23

REQUEST FOR QUALIFICATIONS ALTERNATIVES ANALYSIS UPDATE

The Regional Transportation Authority of Central Oklahoma (“RTA”) invites qualified firms or teams to submit qualifications to provide consulting services in connection with RTA’s desire to complete an Alternatives Analysis Update for rail corridors in the Central Oklahoma Region.

I. OVERVIEW

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

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

II. ABOUT RTA

On February 20, 2019, the Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

III. BACKGROUND

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

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

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

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

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

A. Previous Regional Transit Studies

There have been several transit studies conducted in the Central Oklahoma Region. The studies are available for review at www.rtaok.org.

B. Current Locally Preferred Alternatives

The Commuter Corridors Study reflects the transit vision for the Central Oklahoma Region. Currently for the North, South, and East Corridors there are LPAs that were approved in 2015. Although the CCS culminated in the selection of an LPA for each corridor, the LPAs were not adopted into a financially constrained transportation plan.

1. North Corridor LPA

The North Corridor would connect the downtown Oklahoma City Santa Fe Intermodal Hub and Edmond. This corridor was recommended to be served by commuter rail. The existing BNSF right-of-way would be utilized wherever possible along the 14-mile alignment. Additionally, a five-mile extension of the Oklahoma City streetcar was recommended to run along Classen Boulevard between NW 10th Street and Walker Avenue to NW 63rd Street to provide a connection to a future commuter rail station near the Chesapeake Energy campus. Capital costs for commuter rail were estimated between \$260 million and \$360 million, with

the streetcar route expansion estimated between \$270 million and \$370 million. Ongoing operating and maintenance costs were estimated at \$5 million per year for the commuter rail and \$2.5 million per year for the streetcar extension. Commuter rail ridership for the entire North/South Corridor (between Edmond and Norman) was projected at approximately 5,700 daily riders. For the extension of streetcar service to the rail station near the Chesapeake Energy campus, daily ridership was expected to reach about 2,100.

2. South Corridor LPA

The South Corridor recommendation would connect the downtown Oklahoma City Santa Fe Intermodal Hub and Norman extending to State Highway 9 via commuter rail. Existing BNSF right-of-way would be used as available along the 17-mile route. Capital costs for commuter rail between Norman and Oklahoma City were estimated between \$310 million and \$410 million, with an estimated operating and maintenance cost of \$5.5 million per year. Commuter rail ridership for the entire North/South Corridor (between Edmond and Norman) was projected at approximately 5,700 daily riders.

The combined alignments of the North and South Corridors would allow for a one-seat ride between Norman and Edmond.

3. East Corridor LPA

The East Corridor recommendation would connect Tinker Air Force Base, Midwest City and Del City to the downtown Oklahoma City Santa Fe Intermodal Hub via streetcar. Also recommended was an internal circulator on Tinker Air Force Base that would be operated by the base. Capital costs for this 9-mile streetcar were estimated between \$320 million and \$440 million, with an estimated operating and maintenance cost of \$2.5 million per year. Streetcar ridership was estimated at 2,300 per day. This alignment would use abandoned railroad right-of-way in Midwest City and Reno Avenue to provide direct access to the intermodal hub for connections to the Oklahoma City streetcar and future commuter rail services to Edmond and Norman.

IV. SCOPE OF WORK

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

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

A. Project Management and Coordination Meetings

1. Project Management Plan

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

Activities:

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

Deliverables:

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

2. Project Management Meetings

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

Activities:

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

Deliverables:

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

3. Project Coordination / Documentation / Correspondence

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

Activities:

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

Deliverables:

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

4. Monthly Reporting / Invoices

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

- Estimated percentage of work completed and budget expended per major task
- Schedule activity report
- Work activities anticipated for following month for major tasks
- Existing and anticipated issues/problems that may affect the budget, schedule or work products
- Updated project schedule with milestones and deliverables
- Monthly invoices documenting project costs and remaining budget by major task.

Activities:

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

Deliverables:

- One original and one copy of the monthly invoice and supporting documents.
- One original and one copy of the monthly progress and schedule report.

5. Quality Assurance / Quality Control

The consultant and all subcontractors shall prepare a Quality Assurance Plan. The consultant team will comply with the Consultant's Quality Assurance Plan by designating Quality Assurance/Quality Control reviewers for each major deliverable provided to RTA. Documentation of the QA/QC reviews will be available to for RTA review. Each QA/QC

reviewer will have experience in the required discipline area for each major deliverable.

Activities:

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

Deliverables:

- QA/QC stamped deliverables

6. Project Control System

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

B. Public Participation

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

1. Public Involvement Plan

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

Activities:

- Prepare Public Involvement Plan

Deliverables:

- Public Involvement Plan

2. Public Outreach

During the course of the AA update, the consultant will conduct a number of public meetings to present information to the general public, as well as to receive input. The consultant will coordinate with the Stakeholder Advisory Committee to hold a series of public workshops for the AA update. These workshops should inform participants on the study and allow feedback on proposed transit technologies, alignments, and community impacts. The consultant shall assist the Stakeholder Advisory Committee in preparing for these meetings, presenting technical information (when requested), and

documenting the meetings. The consultant will attend a wide range of public meetings, including public open houses, station/station area planning meetings, meetings of the RTA, and meetings of ACOG upon request. The consultant may be required to attend and participate in additional meetings with the cities that comprise the RTA.

Activities:

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

Deliverables:

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

3. Content Management

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

Activities:

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

Deliverables:

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

C. Alternatives Analyses

RTA seeks a consultant with experience with AA preparation and a demonstrated track record working with the Federal Transit Administration to update an Alternatives Analysis Plan and Locally Preferred Alternatives for the Central Oklahoma Metropolitan Region. The AA process is defined in detail and must be carried out with excellent technical skill and constant communication with FTA to be successful. A successful consultant will demonstrate knowledge of the AA process and aptitude regarding the technical analyses needed to produce a technically sound AA. It is expected the consultant will begin the NEPA process required at the conclusion of an AA to meet requirements for NEPA in order for a project to be considered by the FTA for entry into the project development phase of the Capital Improvement Grant (CIG) program. The consultant should be experienced in NEPA project management and technical analyses in the event the project advances to an AA/DEIS or Environmental Assessment, as the case may be. It is important that the Alternatives Analysis process follow guidance that FTA publishes regarding New Starts and Small Starts requirements. The LPA and NEPA work that results from this study should have all the elements required by FTA to advance into the New Starts process and position the project to be eligible for FTA discretionary grant program funds.

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

1. Project Initiation

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

Activities:

- Schedule Kick-Off Meeting

Deliverables:

- Meeting Minutes

2. Review and Assess Previously Completed Work

There have been numerous prior studies for transit improvements in the Central Oklahoma Region. As a result, there is a great deal of published information that can be called on to inform this AA. The consultant will review and summarize the findings in order to synthesize relevant issues and identify how these issues are to be addressed in the AA. The consultant will review other transportation and land use resources from the area to assess anticipated future conditions.

Activities:

- Review and assess previously conducted work

Deliverables:

- Technical memorandum summarizing previously completed work including key directions that will guide the alternatives analysis.

3. Develop Problem Statement, Goals, Objectives and Evaluation Criteria

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

Activities:

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

Deliverables:

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

4. Assessment of Alternatives

Using the Commuter Corridors Study as a starting point, the purpose of this task is to evaluate the alternatives previously considered by the CCS for continued development. This task will focus on alternative definition. Feasibility of alternatives will determine alternatives to be taken to further development. This task will document alternatives to undergo more detailed evaluation. The consultant will utilize prior planning work to narrow the range of reasonable alternatives to the maximum extent permitted by FTA under the requirements under 23 CFR 450.318(a)-(c).

Activities:

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

Deliverables:

- Technical Memorandum: Refined definition of alternatives

- Technical Memorandum: Refined conceptual capital and operational cost estimates

5. Travel Demand Modeling

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

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

Activities:

- Review and update as appropriate the future land use assumption inputs into the travel model
- Understand the proposed corridors and their compatibility with transit-supportive land uses (e.g., higher density housing, mixed use developments, campuses, etc.)
- Prepare a series of GIS maps showing land use densities by type (e.g., employment, households, etc.)
- Update assumptions regarding transit operations based on information provided by RTA Owner's Representative regarding likely actual trackage rights and operating scenario that may be permitted by BNSF
- Update service headways based on an assessment of what is realistic in terms of trackage, stations, etc.
- Confirm operating costs using planning level analysis.
- Create a reasonable course of action for producing a final product that can interact with the FTA transit ridership evaluation tool Simplified Trips-on-Project Software (STOPS), and for producing (and preserving) forecasts that will be acceptable to FTA for a New or Small Starts project evaluation
- Interact with FTA, RTA and ACOG as needed in this process.

Deliverables:

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

6. Refine Transit Alternatives

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

Activities:

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

Deliverables:

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

7. Station Location Analysis

The purpose of this task is to determine the number and locations of stations, and complete station site selection to include alternate station site locations and all aspects of preliminary station planning. The consultant will coordinate this task with cities in the RTA service area in order to develop/access station area principles, station location evaluation criteria, and station area planning guidelines. Additionally, the consultant will provide a corridor real estate analysis. It is possible that stations recommended in this study may differ than currently approved station areas. The consultant will work with affected cities in order to understand how any new proposed station area can be incorporated into the land use visions and goals for each jurisdiction.

Activities:

- Review transit engineering station location from prior corridor studies.
- Ensure that station locations are closely coordinated with land use planning efforts from the affected cities
- Station intensity analysis for use in future value capture models
- Develop transit engineering station location evaluation criteria and measures for each station

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

Deliverables:

- Station location report
- Engineering station location evaluation criteria

8. Document Station Elements and Site Envelope

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

Activities:

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

Deliverables:

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

9. Develop Operational Plans

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

- i. Service standards
- ii. Station locations
- iii. Travel times
- iv. Headway (by time period)
- v. Fare structure
- vi. Hours of service
- vii. Type of vehicles
- viii. Number of vehicles required
- ix. Peak load capacity
- x. Vehicle miles travelled
- xi. Vehicle hours travelled

Activities:

- Develop operational plans

Deliverables:

- Operational plans

10. Evaluate Cost, Benefits, and Impacts

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

Activities:

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

Deliverables:

- Initial, interim and final Capital and Operating Cost Reports
- Cost change tracking mechanism and cost baseline for corridor LPA

11.Updated Locally Preferred Alternatives

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

Activities:

- Document refined detailed definition of alternatives

Deliverables:

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

12. Prepare Alternatives Analysis Documentation and Conduct NEPA Analysis

The purpose of this task is to prepare the AA document for review by RTA, Federal Transit Administration, and ODOT prior to finalization and circulation to the general public. The AA will summarize the alternatives that have been considered, the affected environment, the anticipated environmental impacts associated with the project, alternative mitigation measures, and the costs and performance of the project. This task shall summarize all information prepared.

Activities:

- Develop AA document outline
- Create draft AA document
- Create meeting materials for use in presentations to the RTA, ACOG, ODOT, and general public
- Develop materials for LPA approval
- Complete applicable NEPA activities for project development
- Develop materials for submission to FTA

Deliverables:

- Presentations to the RTA for the purposes of LPA selection and adoption
- Presentations to the ACOG for the purposes of LPA inclusion in a financially constrained transportation plan
- Meeting minutes
- Final AA Document
- Document NEPA analysis disclosing effects of project implementation on the environment
- Materials for submission to FTA

V. Anticipated Timeline*

* Please note that dates may be extended or delayed as a result of the COVID-19 public health crisis. All information about schedule changes will be posted at www.rtaok.org.

May 4, 2020	Issue Request for Proposals – First Advertisement Date
May 11, 2020	Second Advertisement Date
May 15, 2020 2:30 to 4:30	Pre-proposal conference via Zoom Meeting at https://okc.zoom.us/j/93126845543 Meeting ID: 931 2684 5543 or by dialing 1 346 248 7799. All callers on the conference call will be muted but may submit questions in writing until 5:00 p.m. on May 14 to info@rtaok.org . Attendance is encouraged, but not a requirement for proposal.
May 19, 2020 12:00 noon	Questions regarding proposal due
May 22, 2020 5:00	RTA will post responses to questions at www.rtaok.org
June 5, 2020 5:00 p.m. CST	PROPOSALS DUE electronically to info@rtaok.org
June 9, 2020	Technical Advisory Committee and Evaluation Committee will narrow submissions using the evaluation criteria to a short list of qualified consultants
June 10, 2020	RTA to announce short list of qualified candidates
June 17, 2020	RTA to conduct interviews with short listed consultant teams
July 1, 2020 2:30 p.m.	RTA Board Meeting to announce selection of consultant; RTA Board Meeting/Selected Consultant Kick Off Meeting

VI. Consultant Requirements

1. All communications, of any nature with respect to this RFQ, shall be to Owner's Representative. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the RTA Board of Directors, the Evaluation Committee, the Technical Advisory Committee, the Stakeholder Advisory Committee, or RTA/COPTA staff.
2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract, where the decision or action can have an economic or other impact on the interests of a regulated

or affected organization. This statement will not count toward the page limit.

3. Respondent will conform to all applicable state and federal regulations (See “Exhibits”).
4. The most qualified respondent will be requested to submit a cost proposal for commencement of the negotiation process. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The respondent must be prepared to provide, upon request, specific detail of estimated costs (direct labor, fee, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. In the event agreement cannot be reached with the respondent within a reasonable amount of time as determined by the RTA, negotiations will be terminated, and the next most qualified respondent will be contacted.
5. In the event there is a single response to this RFQ and said respondent meets all of the requirements of the selection process, a detailed cost proposal shall be requested from the single proposer. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The respondent shall provide, upon request, specific detail of estimated costs (direct labor, fee, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. In the event an agreement cannot be negotiated with the single respondent in a satisfactory manner, RTA will terminate the negotiations and may re-solicit.
6. Subject to applicable laws and RTA policy, financial information required to be submitted with cost proposals to establish financial responsibility and other financial data, such as wages, overhead rates, shall be handled as confidential and utilized only as a basis for proposal evaluation. Reasonable efforts will be made to avoid disclosure except as necessary for evaluation. All information provided by respondents to be considered confidential or proprietary must be so labeled at time of submittal.
7. Performance under a contract awarded pursuant to this RFQ is estimated to commence July 1, 2020 and shall remain in full force and effect until completion of the project no later than December 2021.
8. Respondents agree to permit access to financial records for a pre-award audit to verify the accuracy of financial data, should RTA determine that such an audit is required prior to negotiations or award of contract.
9. This RFQ, its addenda, along with all documents provided by the successful respondent will become part of the awarded contract and subject to the terms and conditions of the contract.
10. The award of a contract is subject to funding availability. RTA makes no representations that a contract will be awarded as a result of this solicitation. RTA reserves the right to waive any minor irregularities that may be contained in this RFQ. RTA reserves the right to reject all responses and re-solicit or cancel this procurement if deemed by RTA to be in its best interest, without indicating any reasons for such action.
11. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. RTA assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFQ. Each respondent shall hold RTA harmless and free from any and all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFQ.
12. All contracts, subcontracts, and purchase orders resulting from this Request for Proposals will contain all State and Federal contract provisions required by law.

13. Respondent will be responsible to ensure all personnel proposed are qualified through training, experience, and appropriate certification for the tasks assigned.
14. Key personnel are those individuals specifically identified in the Consultant Proposed Staffing Plan as being set forth to effectively manage all aspects of the work in a quality, timely and efficient manner. When respondent list key personnel, the respondent is agreeing to make the personnel available to complete work on the contract at whatever level the project requires.
15. Proposals and their content become property of RTA and are treated as non-public records until the contract has been executed by all necessary officials of the respondent and RTA. The proposal of the successful respondent will be open to public inspection for a period of one year after the contract has been executed.
16. As part of the proposal evaluation, RTA may provide constructive criticism of the proposals submitted for this project. Debriefing information may consist of scores of the first-ranked respondent's proposal/interview and the scores, strengths and weaknesses of the respondent's own proposal/interview. Respondents may contact the RTA Owner's Representative for a formal debriefing.
17. Notice to Proceed will be issued by RTA Owner's Representative after contract execution. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.
18. All protests with respect to this solicitation must be in writing and received by RTA within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:

RTA Owner's Representative
Kathryn@HolmesAssociatesLLC.com
P.O. Box 526057
Salt Lake City, UT 84152

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

22. All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the parties represented.

VII. Proposal Instructions and Guidelines

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

Proposal Instructions and Guidelines		
Instruction	Description of Requirement	Violation Penalty or Disqualification
Page Limits	The maximum allowable number of pages for the proposal is 10. The Cover Page (Attachment A), Consultant Proposed Staffing Plan (Attachment B), resumes, 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 with no additional information beyond that which is required, as identified on Attachment B .	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 April 13, 2020	Disqualification
Interviews	If interviews are required, attend the date and time instructed by RTA Owner's Representative	Disqualification
Fee Discussion	Submit a proposal without any reference to consultant fees on this project or any past, present or future project	Disqualification
Cover Page	Provide a complete Cover Page , including a signed, verbatim acknowledgement as identified in Attachment A .	Disqualification
DBE Goal	The goal for participation in this proposal by qualified DBEs is 2%	Guideline
Required Forms	Submit all Required Forms , as identified in Attachments A-E .	Disqualification

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

The Evaluation Team will then meet to discuss the proposals and comments from individual Evaluation Team members and determine whether interviews are necessary or whether the

selection may be made based on the average scores from the proposals. Final proposal score results are the average of voting Evaluation Team members' scores.

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

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

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

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

VIII. Proposal Requirements and Evaluation Criteria

1. The proposal should be organized with the following sections:
 - a. Cover Page (Attachment A)
 - b. Project Team
 - c. Key Personnel Resumes
 - d. Capability of the Firm(s)
 - e. Approach to the Project
 - f. Consultant Proposed Staffing Plan (Attachment B)
 - g. Required Forms (Exhibit 1)

2. Proposal Section Requirements and Evaluation Criteria:

- a. Cover Page. The Cover Page is one page. It may be on the Prime consultant's letterhead and will consist of the information in Attachment A with no additional information. The information is not required to be in the exact format in Attachment A, as long as each item of requested information is presented, with no additional information. Proposals will be considered non-responsive and will be disqualified if the Cover Page is not attached to the proposal; if the acknowledgement is not included on the Cover Page; and/or if there is additional information included on the Cover Page. No evaluation points are assigned to this section and the Cover Page will not count as one of the allowed pages.
- b. Project Team. The Evaluation Team will evaluate how well the qualifications and experience of the proposed project team members related to the specific project. The Evaluation Team will score proposals based upon the following criteria:

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

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

% of Section Total	Capability of the Firm(s) Section Criteria
40	Describe your project team firms' capability, experience and unique qualifications to perform the specific type of work identified in the scope of work.
20	Discuss the logistics relating to how the project team firms will provide the

	services requested.
40	Choose a similar project identified in the project team section and discuss in detail what your project team firms did to make that project a success.
35	Maximum points available for this section of the proposal (out of 100).

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

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

- e. Consultant Proposed Staffing Plan. The consultant is expected to provide a Consultant Proposed Staffing Plan in the form of **Attachment B**. The staffing plan must identify the certification and education levels of the individuals proposed for use on the contract, including sub-consultants' personnel. When consultants list key personnel on the proposed staffing plan, the consultant is agreeing to make the personnel available to complete the services in the contract at whatever level the project requires.

The Consultant Proposed Staffing Plan must be included in the proposal but will not count as one of the allowed pages. No other information is allowed on these pages. If additional information is provided, the staffing plan will be removed. No evaluation points are assigned to this section.

IX. RTA Rights

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

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

ATTACHMENT B

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

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

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

STANDARD
FORM (SF)

255

Architect-Engineer
and Related Services
Questionnaire for
Specific Project

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

**

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

*

2b. Agency Identification
Number, if any:

SOL *

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

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

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

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

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

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

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

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

[illegible]

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

[illegible]

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

[illegible]

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

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

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

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

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

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

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

LETTER OF AUTHORIZATION

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

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

Regional Transportation Authority of Central Oklahoma:

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

all forms related to on behalf of _____ .
Company Name

Sincerely,

Signature of Authorized Agent Print Title Date

Print Name Email Address

Title: *(must be checked)*

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

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

ANTI/NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

Type Name of Authorized Agent Title

Signature

Company Name

Address Zip Code

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

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

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

My Commission Number: _____
[Oklahoma]

Type Name of Notary Public

My Commission Expires: _____
[Date/Year]

Signature of Notary Public

EXHIBIT I: CONSULTANT'S PROPOSAL

RTA ALTERNATIVES ANALYSIS UPDATE

Date June 5, 2020

Project Name and Description
RTA Alternatives Analysis Update

Prime Consultant
Kimley-Horn and Associates, Inc.

Prime Consultant's Federal ID#
EIN# 56-0885615

Sub-Consultants (if any) Cambridge Systematics, Inc. • Cox|McLain Environmental Consulting, Inc. • DB Engineering & Consulting USA, Inc. • Frontier Land Surveying, LLC • InfraStrategies, LLC • Shiels Obletz Johnsen, Inc.

Prepared by

Kimley»Horn

Prepared for

**Regional Transportation
Authority of Central Oklahoma**

PRIMARY CONTACT

Primary Contact Name (Prime) Liz Scanlon
Address 10 Almaden Boulevard • Suite 1250
City, State, Zip San Jose, CA 95113
Email Liz.Scanlon@kimley-horn.com
Office Phone 669.800.4157
Cell Phone 650.431.8200

SECONDARY CONTACT

Secondary Contact Name (Prime) Luke Schmidt, P.E., PTOE
Address 14101 Wireless Way • Building A, Suite 150
City, State, Zip Oklahoma City, OK 73134
Email Luke.Schmidt@kimley-horn.com
Office Phone 405.241.5447
Cell Phone 405.435.3255

ACKNOWLEDGMENT

I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.

Signature 

Name Paul Danielson, PE.
Title Principal





PROJECT TEAM

Kimley-Horn has identified an experienced team to provide all of the skills and expertise required to support the RTA's needs. This organization chart presents the structure of our team, our key team members, and delineates respective roles and responsibilities. The individuals we have selected for our team have experience working on similar AA and NEPA projects nationwide.

Kimley-Horn's resources, combined with the services of our subconsultants, provide an unmatched team with extensive capabilities and availability. Most of our subconsultants are frequent teaming partners of Kimley-Horn on transit projects. Our team provides the RTA with diverse experience, local knowledge, well-established relationships, and proven performance in delivering quality projects.

Subconsultants

¹ Cox|McLain Environmental Consultants (Cox|McLain)

² DB Engineering & Consulting USA Inc. (DB E&C)

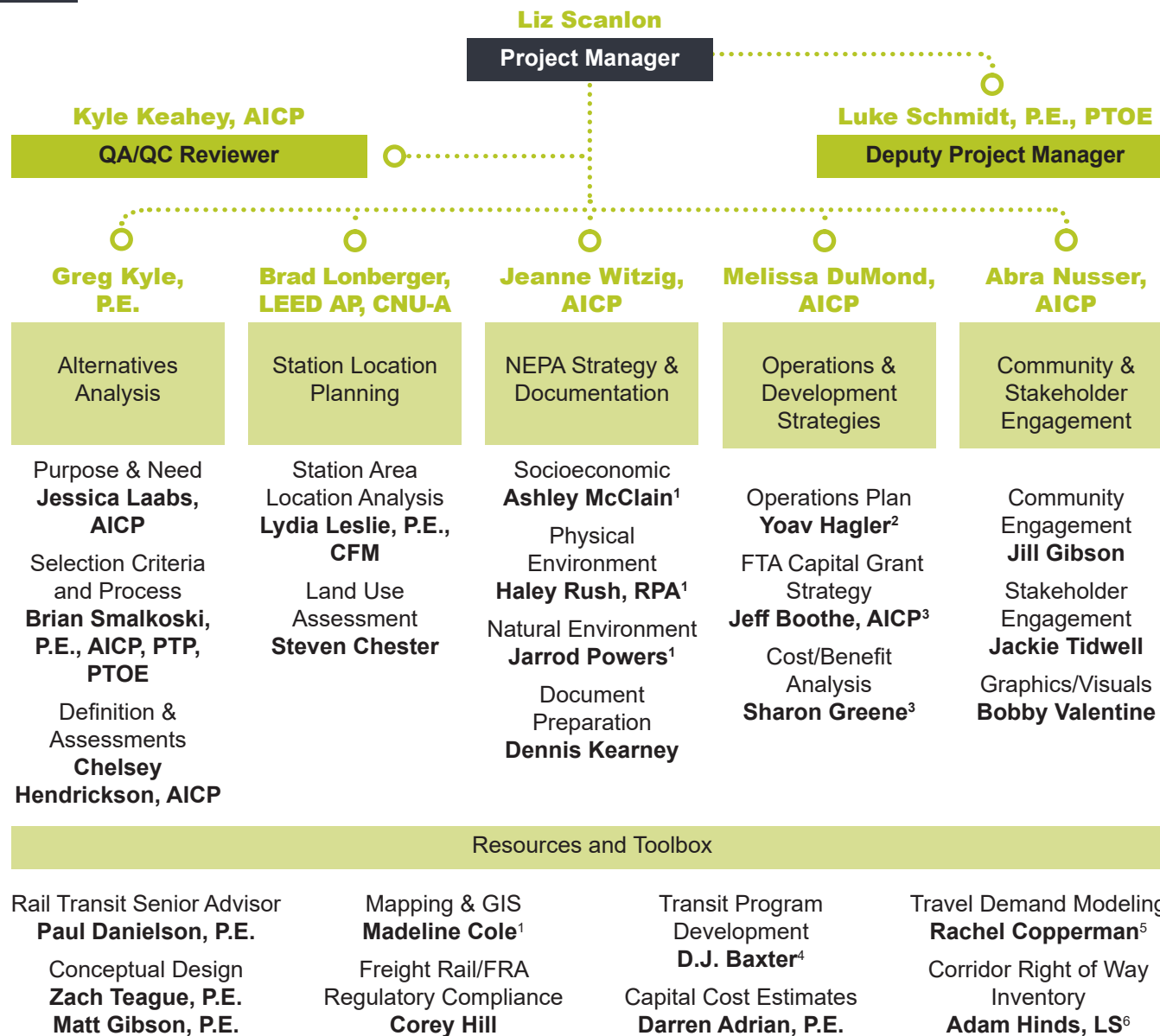
³ InfraStrategies

⁴ Shiels Oblatz Johnsen (SOJ)

⁵ Cambridge Systematics (Cambridge)

⁶ Frontier Land Surveying (Frontier)

ORGANIZATION CHART



RESUMES

Liz Scanlon

Project Manager

Liz has 19 years of experience in project delivery for federally funded transit projects. Liz offers the RTA of Central Oklahoma a wealth of experience leading transit planning, land use, environmental compliance, stakeholder and public engagement, and major capital program development and delivery. Her primary areas of focus include building stakeholder relationships, rail transit long-range service visioning, policy development, and station and facilities planning for transit properties. Prior to joining Kimley-Horn, Liz served for 10 years at three different transit agencies in Utah, Hawaii, and California. Liz has been in the client's shoes, navigating project development and the community planning process. In addition, Liz has worked extensively with the Federal Transit Administration (FTA) on projects funded through the Capital Investment Program.

AVAILABILITY: 80%

PROFESSIONAL CREDENTIALS

Master of City and Metropolitan Planning,
University of Utah

Bachelor of Arts, Communication,
University of Colorado, Boulder

RELEVANT EXPERIENCE

San Jose Station Planning Services, San Jose, CA – Program Manager. Liz led the multi-disciplinary planning process to create a long-term vision for the growth of San Jose Diridon station that includes elements such as implementation strategies, community engagement, rebuilding the commuter rail track envelope, considerations for the historic train station, and access planning. Liz provides overall project facilitation and communication between four public agencies (Caltrain, California High Speed Rail Authority, VTA, and the City of San Jose) working to co-create this vision.

Point of the Mountain Alternatives Analysis Study, Salt Lake City, UT – Senior Advisor. As a subcontractor to Parametrix, Liz provided strategic and advisory guidance to Utah Transit Authority, and multiple local stakeholder, on the transit and land use alternatives analysis. Liz provided input on the purpose and need, selection criteria and performance measures, and stakeholder community strategies.

San Mateo County Transit District, San Francisco Bay Area, CA* – Director of Caltrain Planning. For the 51-mile Caltrain commuter rail, Liz directed strategic policy initiatives, planned for blended rail services with the California High Speed Rail Authority, planning efforts 32 Caltrain stations, at-grade crossing/separation studies, and stakeholder engagement with 19 jurisdictions. Liz also advised on the right-of-way delivery for the electrification of the current diesel commuter rail service, including reporting key milestones to FTA.

Honolulu Authority for Rapid Transportation, Honolulu, HI* – Director of Planning/Right-of-Way. Liz oversaw all environmental compliance, permitting, and right-of-way acquisition for Hawaii's first rail transit system. Liz also prepared and secured the Full Funding Grant Agreement (FFGA) from FTA for \$1.55 billion for the \$5.2 billion Honolulu Rail Transit Project and served as HART's liaison to FTA Region IX.

Utah Transit Authority, Salt Lake City, UT* – Environmental Compliance Specialist. Liz prepared NEPA documentation, including mitigation monitoring programs. Liz also regularly coordinated with FTA. Liz was part of the delivery of the FrontRunner system, which is the first commuter rail system in Utah.

**Work performed prior to joining Kimley-Horn*



Luke Schmidt, P.E., PTOE

Deputy Project Manager

Luke lives in Oklahoma City and currently serves as Kimley-Horn's Oklahoma Transportation and Mobility Lead. Luke's professional career focuses on mobility planning and engineering. He works with both public and private clients focusing on solutions to solve short term problems through implementation and construction plans as well as long term planning through area mobility studies as well as long term mobility master plans. His balance of public and private clients provides a critical perspective related what is feasible on the private side and implementation on the public side. As the local mobility engineer on the project and working in all member RTA Cities, Luke provides a local understanding and in-depth knowledge of the context of this project and desired outcomes. Luke also provides expertise related parking studies, bicycle facility planning/design, ADA design, and intersection improvements.

AVAILABILITY: 80%

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering,
Iowa State University

Professional Engineer in OK

Professional Traffic Operations Engineer

Oklahoma Traffic Engineering Association,
Member and Consultant Chair

Institute of Transportation Engineers, Member

RELEVANT EXPERIENCE

OKC Mobility Study Using Transportation Impact Fees, Oklahoma City, OK

– Project Manager. Kimley-Horn was selected to evaluate major areas of the City to determine existing and future mobility deficiencies, congestion mitigation recommendations, and planning level cost estimates to be funded by Transportation Impact Fees. The project leveraged existing transportation data, future developments/development trends, and the regional Travel Demand Model to analyze and calibrate future scenarios.

Oklahoma City Convention Center Area Mobility Study, Oklahoma City, OK –

Project Manager. Kimley-Horn was tasked by the City of Oklahoma City to evaluate the parking for the Core to Shore Area of downtown as well as an area traffic circulation and access study for the new downtown Convention Center. The studies evaluated both existing and ultimate build-out of the study limits. The study's findings and recommendations helped to determine intersection control, street directionality, offsite intersection improvements, and long-term parking plans.

In addition to the projects above, Luke has served in a leadership role on dozens of local projects, including:

- Edmond ITS Communication Master Plan – Edmond, OK
- Oklahoma City Core to Shore Parking Study – Oklahoma City, OK
- Citywide Transportation Impact Fee TIA – Oklahoma City, OK
- Cleveland County Parking Study – Cleveland County, OK
- Memorial Drive Corridor Study – Bixby, OK
- Tulsa Complete Streets – Tulsa, OK
- NW Expressway at N Rockwell Ave Intersection Improvements – Oklahoma City, OK
- OU Medical Center Traffic Study – Oklahoma City, OK
- Will Rogers World Airport Revenue Control Study and Implementation – Oklahoma City, OK
- Tulsa Signal Timing Project – Tulsa, OK
- ODOT ADA Self-Evaluation and Transition Plan – Statewide, OK

Kyle Keahey, AICP

QA/QC Reviewer

Kyle is a successful transit project manager, having managed 10 fixed guideway projects through the project development process, resulting in over \$6 billion in capital infrastructure investment. He has more than three decades of experience working with FTA and leading clients and project teams through the rigorous planning, environmental, preliminary engineering, funding, and public engagement efforts necessary to deliver challenging transit projects. Kyle is known for his demonstrated ability to organize and efficiently manage project team efforts, and has been responsible for delivering seven FTA RODs, three Local EAs (DART), and 10 FTA EA FONSIs.

AVAILABILITY: 30%

PROFESSIONAL CREDENTIALS

Master of Regional and City Planning, University of Oklahoma

Bachelor of Arts, Environmental Sciences, University of Denver

American Institute of Certified Planners

RELEVANT EXPERIENCE

- MARTA, Planning Support and Technical Services Contract, Atlanta, GA * – Program Director and “More MARTA” Program Management Officer
- Houston METRO, Northwest Transit Center Expansion, Houston, TX* – Project Director
- Gulf Coast Rail District, Westpark Corridor Study, Houston, TX* – Project Manager
- Capital Metro, General Planning Consultant Contract, Austin, TX* – Program Director
- City of Austin/Capital Metro, Austin Urban Rail Project, Austin, TX – Urban Rail Lead
- VIA Metropolitan Transit, Program Management Support Services Contract, San Antonio, TX* – Program Manager
- Roaring Fork Transportation Authority (RFTA), VelociRFTA Bus Rapid Transit, Glenwood Springs/Aspen, CO* – Program Manager
- DART, Northwest Corridor to Irving/DFW Preliminary Engineering and Draft/Final EIS, Dallas, TX* – Deputy Project Manager and Environmental Task Leader
- UTA, Mid-Jordan LRT Project Preliminary Engineering and Draft/Final EIS, Salt Lake City, UT* – Project Manager
- UTA, Weber County to Salt Lake City Commuter Rail PE/EIS, Salt Lake City, UT* – Project Manager and EIS Task Leader
- RTD, West Corridor Light Rail Transit PE/EIS, Denver, CO* – Project Manager and EIS Task Leader
- DART, NW LRT Line to Carrollton, PE/EIS, Dallas, TX* – Deputy Project Manager and EIS Task Leader
- DART, Manager of Corridor and Environmental Planning, Dallas, TX* – Project Manager for multiple transit projects, including:
 - » North Central Corridor Extension to Plano EIS, South Oak Cliff Local EA, West Oak Cliff Local EA, North Central Corridor to Park Lane Local EA, RAILTRAN Commuter Rail EA (Trinity Railway Express)
- Houston METRO, Senior Environmental Planner, Houston, TX* – Project Manager and coordination with FTA for multiple transit projects, including:
 - » System Connector LRT AA/DEIS, SW Freeway Transitway AA/EIS, North Freeway Transitway Extension AA/EA, Eastex Freeway Transitway AA/EA

**Work performed prior to joining Kimley-Horn*

Greg Kyle, AICP

Major Task Lead:

Alternatives Analysis

Greg has 26 years of multifaceted transportation and transit planning experience working on a range of projects, including transit alternatives analyses; NEPA compliance; transit-oriented development; project development for transit projects; transit station area master planning and transit station site location analyses; and transit station design and construction oversight. Greg has extensive experience preparing environmental documentation for rail projects and helping guide projects to achieve environmental approval. Greg previously spent 13 years as the Contract Manager for the South Florida Regional Transportation Authority (which operates the Tri-Rail commuter rail system) General Planning Consultant contract, coordinating the successful completion of more than 80 assignments during this period.

AVAILABILITY: 70%

PROFESSIONAL CREDENTIALS

Master of Science, Urban Planning, Florida State University

Master of Business Administration, Florida Atlantic University

Bachelor of Science, Political Science, Florida State University

American Institute of Certified Planners

RELEVANT EXPERIENCE

South Florida Regional Transportation Authority (SFRTA), Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Fort Lauderdale, FL – Project Manager. Greg led the preparation of the AA/EA for the Wave Streetcar for SFRTA. The AA/EA evaluated technology and alignment options and selected a Locally Preferred Alternative (LPA). The outcome of the effort was a Finding of No Significant Impact (FONSI) for the project's LPA, satisfying the requirements of NEPA. Subsequently, a Supplemental EA was prepared to address design changes developed in the Project's Preliminary Engineering phase. Greg also was responsible for preparation of successful Federal grant applications through the TIGER program and the Small Starts program.

Miami Beach Light Rail Transit/Modern Streetcar Environmental Documentation and P3 Procurement Support, Miami, FL – Environmental Task Lead. The City of Miami Beach planned an LRT or modern streetcar system in South Beach. The 4-mile LRT/modern streetcar system would operate on an exclusive guideway and was planned to be advanced as a public-private-partnership (P3). Greg led the preparation of the environmental impact review document. Kimley-Horn has also supported the City of Miami Beach in the procurement of a public-private-partnership (P3) to design, build, operate, maintain, and finance the project.

LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles, CA – Deputy Project Manager. Kimley-Horn is the prime consultant for a 16-mile BRT project connecting the San Fernando Valley with the San Gabriel Valley. The project, which is a key element of Metro's Twenty-Eight by '28 Vision in preparation for the 2028 Summer Olympics, will connect the Metro North Hollywood Red and Orange lines station with the Foothill Gold Line stations in Pasadena. The Kimley-Horn team is responsible for development of all technical products including planning studies, conceptual engineering, and environmental work, potentially including Preliminary Engineering leading up to a P3 procurement.

Advanced Planning, Environmental Approval, and Preliminary Engineering Services for the San Rafael Transit Center Relocation, San Rafael, CA – Principal-in-Charge. Greg is currently working with Golden Gate Transit to finalize the site selection and acquisition process for the relocation of this transit center that will be displaced by the extension of a regional rail service, the Sonoma-Marín Area Rail Transit commuter rail line. This effort involves preparing the project for environmental approval for the selected site and preliminary design for the project.

SFRTA, General Planning Consultant, South Florida – Contract Manager. From 2004 to 2017, Greg served as the contract manager for the general planning consultant to SFRTA, which operates the Tri-Rail commuter rail system in South Florida. Responsibilities included short- and long-range transportation planning, facilities planning and development, alternative analyses and major investment studies, station area/transit-oriented development and oversight, financial planning and analysis, environmental analysis, and conceptual site planning.

Brad Lonberger,

LEED AP, CNU-A

Major Task Lead:

Station Location Planning

Brad is a seasoned urban designer specializing in TOD design, funding strategies, corridor redevelopment and context sensitive design approaches. Brad believes there is an inextricable link between transportation and development and that careful design of transit facilities can significantly impact adjacent development. His focus on development and its economic impact identifies design implications that result in real-world impacts and return on investment strategies to maximize the benefits of implementation.

AVAILABILITY: 70%

PROFESSIONAL CREDENTIALS

Executive Master of Business Administration,
Quantic School of Business and Technology

Master of Architecture, Suburb and Town Design
(Urban Design/Planning), University of Miami

Bachelor of Architecture University of Miami

Congress for the New Urbanism, CNU Accredited

LEED Accredited Professional, US Green
Building Council

**Work performed prior to joining Kimley-Horn*

RELEVANT EXPERIENCE

MAPS 3 – Conceptual Development Planning, Oklahoma City, OK – Urban Designer.*

Centered around the Great Park and the future convention center and Oklahoma City Blvd reconstruction, detailed with the client, opportunities for development among the major projects. Focused on key implementation sites, coordination of optimal first phase development scenarios, and potential extension of the streetcar south into the Great Park.

Lindsay Street Redesign, Norman, OK – Economic Strategist and Public

Engagement.* Focused on the education behind new development patterns related to a complete street redesign of Lindsay Street from Interstate 35 to University of Oklahoma gateway. Met with landowners, discussed opportunities for suburban retrofit and discussed strategy behind return on investment with the new roadway construction.

American Indian Cultural Center and Museum (AICCM) Site Study, Oklahoma City, OK

– Lead Urban Designer and Phasing Strategy.* Worked with strategists of the Chickasaw Nation to develop a framework for development patterns centered around the AICCM campus. Included the structuring of a phasing strategy based on a variety of market conditions as the AICCM facility opens after construction completion.

Fort Worth High-Speed Rail Station Area Analysis Initiative, Fort Worth, TX – Project

Manager.* This initiative focused on site selection for the Downtown Fort Worth High-Speed Rail Station. The NCTCOG-sponsored effort was a partnership with NCTCOG, the City of Fort Worth and Trinity Metro to align the goals and objectives of the City with the needs for the high-speed rail system. Station selection determined the best solution to maintain Fort Worth's community values as it pertained to walkability, development and economic potential and quality of life.

Trinity Lakes: 200-acre Mixed-use TOD, Fort Worth, TX – Project Manager.*

Brad was responsible for developing plans, zoning, and financial incentive packages for a 200-acre mixed-use TOD in Fort Worth. Work included redesign of Trinity Boulevard, a major thoroughfare, into a complete street, with multi-modal facilities. Currently he serves as the development manager regarding infrastructure and design for the master development. This includes on-going meetings and negotiations with Trinity Metro, City of Fort Worth, NCTCOG, design engineers and landowners to implement the new Trinity Station.

Durham-Orange Light Rail Transit Design and Value Capture Plan, Durham and

Orange, NC* – Urban Design Task Lead and Deputy Project Manager. Brad was charged with developing the FTA sponsored Station Area Planning and Value Capture Analysis. His work covered the design of 19 station areas, including park-n-ride, suburban and urban stations, analysis of development potential at each station, and creation of a value capture and economic development tool based on potential development within a 50-year horizon.

Jeanne Witzig, AICP

Major Task Lead:

NEPA Strategy and Documentation

Jeanne serves as a project manager, strategic advisor, and senior environmental planner for transit projects across the country. She has 30 years of experience managing the environmental review process at the federal level under FTA, FRA, FHWA, and FAA. Jeanne has worked closely with all levels of government on numerous projects in urban and suburban settings and has extensive experience on projects where the integration of the NEPA, Section 4(f)/6(f) and 106 processes was critical to successfully advance the project. She was instrumental in coordinating with AC Transit and the FTA during the FEIS/ROD for East Bay BRT in Alameda County. Whether a project requires a Categorical Exclusion, Environmental Assessment or and Environmental Impact Statement, Jeanne has successfully advanced all modes of transit through the varying complexities of the environmental review process. Jeanne is known and respected for her ability to work in a multidisciplinary planning and design environment and her genuine efforts to develop creative solutions that advance projects through FTA's project development process.

AVAILABILITY: 70%

PROFESSIONAL CREDENTIALS

Master of Urban and Regional Planning,
University of Wisconsin

Bachelor of Science, Wildlife Management,
University of Minnesota

American Institute of Certified Planners

RELEVANT EXPERIENCE

Bottineau Transitway Draft Environmental Impact Statement and Related Transitway Development Efforts, Hennepin County, MN – Environmental Task Manager. Kimley-Horn led the Bottineau Transitway through the NEPA process to continue development from the alternatives analysis phase for this 13-mile-long corridor. Kimley-Horn's role included both environmental documentation as well as conceptual engineering to identify the challenges and opportunities for implementation of the project in the corridor. As the environmental manager for this project, Jeanne provided leadership to effectively navigate the federal and state environmental review process and documentation requirements.

Washington County Regional Railroad Authority, Gateway Corridor Draft Environmental Assessment, Twin Cities, MN – Project Manager. Kimley-Horn led the Gateway Corridor through the NEPA and Minnesota Environmental Policy Act process by completing the draft EA. Jeanne provided leadership in developing decision-making strategies and ensuring the technical analysis completed was sound, thorough, and understandable. She also managed the consultant team in successfully coordinating with stakeholder agencies. Kimley-Horn is now leading the engineering and design of this BRT line, known as the Gold Line.

AC Transit, East Bay BRT FEIS/FEIR, Oakland, CA – Environmental Planner.

Kimley-Horn supported AC Transit and the prime consultant in the development of an approximately 10-mile, high-level BRT project. Jeanne provided strategic and timely direction regarding the FTA review and processing requirements while conducting overall quality review of the Final EIS and Record of Decision documents.

Cobb County DOT, Connect Cobb Environmental Assessment, Cobb County, GA – FTA Strategic Advisor. Kimley-Horn prepared an EA and related technical studies for the proposed Northwest Atlanta Corridor, also known as Connect Cobb. Jeanne led the strategic streamlining team and was the FTA and NEPA advisor for the project.

Minneapolis-Duluth/Superior Passenger Rail Alliance, Program Management of Northern Lights Express (NLX) Environmental Review, Minneapolis/Duluth, MN – Project Manager. The NLX is a proposed 155-mile-long, high-speed passenger rail service that will reestablish regional rail service between the Twin Cities and Twin Ports. As the overall project manager for the environmental review phase of the project, Jeanne worked closely with the Alliance, MnDOT, WisDOT, resource agencies, and the FRA. Serving as an extension of MnDOT and Alliance staff, Jeanne guided the project through FRA's requirements for a service level environmental document. Jeanne led to the successful identification of a preferred alternative.

Melissa DuMond, AICP

Major Task Lead:

Operations & Development Strategies

Melissa is a conscientious project manager who undertakes assignments with tight deadlines, fiscal constraints, and balancing multiagency missions. She specializes in strategic planning efforts deployed to address specific issues with stakeholder management, service optimization, environmental clearance, and financing of capital investments seeking partnership at the federal, state, and local levels and private sector. She has experience serving as key staff representing or supporting local, state, and federal leadership including Board of Directors and special committees. Melissa possesses practical knowledge of federal, state, and local programs; NEPA; state environmental laws; and land management and planning. Prior to joining Kimley-Horn, Melissa served most recently as the Director of Planning & Integration for the California High-Speed Rail Authority in Sacramento. Prior to that, she was FRA's Southwest Regional Manager responsible for more than \$4 billion in federal appropriations from FRA's High Speed Intercity Passenger Rail Program.

AVAILABILITY: 70%

PROFESSIONAL CREDENTIALS

Master of Public Administration, Environmental Policy and Management, North Carolina State University

Master of Natural Resources, Natural Resources Policy, North Carolina State University

Bachelor of Science, Environmental Studies, University of North Carolina at Wilmington

American Institute of Certified Planners

RELEVANT EXPERIENCE

San Mateo County Transit District, Program Management Services for the Dumbarton Rail Corridor Project, San Mateo County, CA – Project Manager.

Kimley-Horn is serving as the owner's representative for the District in its partnership for rehabilitation/reconstruction of the Dumbarton Rail Corridor and is providing senior staff to support the agency in a program management capacity. The project is currently in the planning phase under a partnership of Facebook and Plenary Americas (Cross Bay Transit Partners, LLC) with an exclusive negotiating agreement with the San Mateo County Transit District. The project is being developed to be fully compliant with FTA's CIG program for new service and new infrastructure between Redwood City and Union City, CA, connecting to Caltrain, Capital Corridor, BART, ACE and local transit services at each station. The team is currently developing alternatives including the Locally Preferred Alternative to be incorporated into the Long Range Transportation Plan, MTC's Plan Bay Area 2050.

Washington Metropolitan Area Transit Authority (WMATA), Flexible Metrorail Operational Analysis, Washington, DC – Project Manager. Under an on-call planning contract, Kimley-Horn assisted WMATA with the development of a comprehensive understanding of the network operations of Metrorail for the purpose of identifying operational and capital improvements to maximize the usefulness and efficiency of the system for customers while minimizing the costs of operations. Responsibilities included developing service goals and service approaches that account for variations in ridership patterns across the network and address repair and reinvestment program operations and work zoning constraints; developing a baseline understanding of the opportunities and constraints for additional infrastructure; analysis of current operations and developing appropriate operational parameters within which the service scenarios will be developed; developing a summary of international best practice applicable to WMATA; and developing a model to calculate the revenue (ridership) and operating cost impacts of alternatives, along with the capital investment costs, such that return on investment (ROI) can be compared to determine the best alternative.

Virginia DRPT, Transforming Rail in Virginia Program, Statewide, VA – Service Planning/Environmental Task Manager. Kimley-Horn supported DRPT in negotiations with CSXT that culminated in a historic acquisition announced in December 2019 of over 400 miles of track in VA for passenger rail service development. Melissa led the service development planning efforts, and is currently leading program development activities..

Caltrain, Caltrain Business Plan Support, San Mateo, CA – Project Manager.

Kimley-Horn is providing Caltrain with project management services to help the agency advance its first-ever business plan, the basis of which is providing blended service with high-speed rail along the Peninsula Corridor.

Abra Nusser, AICP

Major Task Lead:

Community and Stakeholder Outreach

Abra has over 17 years of experience in government and law-related fields, and over 12 years of experience in city planning. She specializes in urban design, strategic planning, city planning, placemaking, and community engagement. Her planning experience includes comprehensive planning, community engagement, public relations and marketing, regulatory mechanisms and ordinances, neighborhood planning, corridor/mobility planning, small area/sector planning, development review and entitlements, historic preservation, and grant writing. She is a public speaker on comprehensive planning, community engagement, innovation districts, development review, leadership, and land use planning. She has led neighborhood and community planning efforts and implemented zoning ordinances, comprehensive plans, small area plans, corridor plans, overlay districts, and city policies. Abra has also coordinated multiple interdepartmental strategic planning sessions, process improvements, management enhancements, training sessions, and efficiency audits.

AVAILABILITY: 70%

PROFESSIONAL CREDENTIALS

Master of Public Affairs, The University of Texas at Dallas

Graduate Certificate in Local Government Management, The University of Texas at Dallas

Graduate Certificate in City Planning, The University of Texas at Dallas

Bachelor of Arts, Political Science (w/ Criminal Justice), Texas State University

American Institute of Certified Planners

RELEVANT EXPERIENCE

Downtown Master Plan, Celina, TX – Project Manager.* This award-winning Plan for Community Engagement utilizing Design Thinking was adopted unanimously. It proposed expanding the town Square, restructuring the mobility framework and increasing pedestrian mobility and safety, and developed and created character districts that reflected each area's unique characteristics, while also representing the historic Downtown as a whole.

Lavon Community Assessment, Lavon, TX – Project Manager.* The Lavon Community Vision Assessment created an updated Vision for Lavon as they began to see growth and was customized to offset budget constraints the City was facing in developing a full comprehensive plan at the time. The planning process led to the adoption of three separate initiatives that covered a lot of information into one single Vision — a community survey, strategic plan, and comprehensive plan foundations.

Denton Plan 2030, Denton, TX – Project Manager.* Abra was a lead for Denton Plan 2030, the first comprehensive plan in the country of its kind to proactively plan for the biggest factor impacting land use in the community: the presence of over 500 hundred gas wells and a complex web of associated infrastructure within its corporate limits and Extraterritorial Jurisdiction (ETJ). Denton is a fast-growing city with many challenging dynamics present including, but not limited to, two large universities (University of North Texas and Texas Women's University), a thriving and growing regional airport, and an active drilling and production industry (i.e. gas wells). The City of Denton required an updated policy and vision framework to manage growth, promote reinvestment, and improve quality of life in the community.

Denton Plan 2030, Denton, TX – Project Manager.* involved a significant community engagement component utilizing innovative and modern techniques such as Mindmixer, special work groups, social media, and extensive media, in-print, and online outreach. Community engagement at the forefront of the project led to a successful and smooth public hearing process and a document that has the fingerprints of the community's most passionate leaders. The Denton Plan Ambassador group served as messengers to and from the community throughout the process and performed crucial QA/QC functions toward the end of the drafting phase. Crafting the Plan around the community's strong character was the highest content priority that came from overwhelming community feedback on the topic. This ownership and buy-in was priceless in the product that was produced.

**Work performed prior to joining Kimley-Horn*

Jessica Laabs, AICP

Alternatives Analysis:

Purpose and Need Statement

Jessica has 20 years of experience as an environmental planner. Her specialty is in navigating the FTA NEPA process and developing environmental documents. She has extensive experience in scoping and environmental analysis. Jessica has led broad environmental teams and provided focused expertise in purpose and need development, alternatives analysis, environmental justice, agency coordination, and Section 4(f) analysis. She has experience with all levels of environmental review from Documented Categorical Exclusions to complex Environmental Impact Statements covering multiple transit modes including light rail transit, commuter rail, streetcar, and bus rapid transit.

AVAILABILITY: 50%

PROFESSIONAL CREDENTIALS

Master of Science, Urban Planning, University of Iowa

Bachelor of Arts, Environmental Science,
Simpson College

American Institute of Certified Planners

RELEVANT EXPERIENCE

- Northstar Corridor Development Authority, Northstar Commuter Rail Project, , Twin Cities, MN – Environmental Planner
- California High Speed Rail Authority, Los Angeles to Anaheim Project, Los Angeles, CA – Technical Reviewer
- City of Milwaukee, Milwaukee Streetcar 4th Street Extension Project, Milwaukee, WI – Environmental Lead
- Hennepin County Regional Railroad Authority, Bottineau Transitway Alternatives Analysis Study, Hennepin County, MN – QC/QA Reviewer
- Hennepin County Regional Railroad Authority, Blue Line Transitway Project, Hennepin County, MN – Environmental Planner
- Ramsey County Regional Railroad Authority, Rush Line Corridor BRT Project, Ramsey County, MN – Environmental Lead
- Memphis Area Transit Authority, Innovation Corridor BRT Project, Memphis, TN – Environmental Lead
- Minnesota DOT, Southern Rail Corridor Feasibility Study and Alternatives Analysis, Rochester, MN – QC/QA Reviewer
- Washington County Regional Railroad Authority, Red Rock Corridor Alternatives Analysis, Washington County, MN – Project Planner
- Minnesota DOT, Statewide Passenger Rail and Freight System Plan, Statewide, MN – Public Involvement Lead
- Metro Transit, Central Corridor (Green Line) Light Rail Transit Project, Twin Cities, MN – Project Planner
- Anoka County Regional Rail Authority (MN), Northstar Foley and Ramsey Station Studies, Anoka County, MN – Project Manager
- Cobb County DOT, Northwest Atlanta Corridor Alternatives Analysis Study (Connect Cobb Environmental Assessment), Cobb County, GA – Environmental Planner
- Dakota County Regional Railroad Authority, METRO Orange Line Extension Study, Dakota County, MN – Environmental Planner
- Washington County Regional Railroad Authority, Gateway Corridor Project, Washington County, MN – Environmental Lead
- Hennepin County Regional Railroad Authority, Kenilworth Freight Rail Relocation Analysis, Hennepin County, MN – Environmental Planner

Brian Smalkoski, P.E., AICP, PTP, PTOE

Alternatives Analysis:

Selection Criteria and Process

Brian is an experienced senior transportation planner and engineer. His broad experience and background allow him to weave together planning, engineering, and public involvement. He has worked on nearly 30 rail and transit projects around the country, including providing QC/QA for Central Corridor LRT, serving as project manager for the Southern Rail Corridor Feasibility Study and Alternatives Analysis, the multimodal transportation task leader for the Target Field Station EA, reviewing land use along Bottineau corridor for the DEIS, and completing the Small Starts application for the Northstar Corridor Commuter Rail extension. He has led transit-oriented development planning, traffic engineering and multimodal transportation planning, rail and aviation planning, travel demand modeling, and economic analysis projects around the country.

AVAILABILITY: 40%

PROFESSIONAL CREDENTIALS

Master of Science, Civil Engineering, University of Minnesota

Bachelor of Arts, Geology, University of Minnesota

Bachelor of Arts, Management, University of Minnesota

Professional Engineer in AZ, CO, ID, MI, MN, MT, NM, NV, OR, UT, WA, and WI

American Institute of Certified Planners

Professional Traffic Operations Engineer

Professional Transportation Planner

RELEVANT EXPERIENCE

- Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis, Dakota County, MN – Project Manager
- Dakota County Regional Railroad Authority, METRO Orange Line Extension Study, Dakota County, MN – Project Manager
- Minnesota DOT, Southern Rail Corridor Feasibility Study and Alternatives Analysis, Rochester, MN – Project Manager
- Northstar Corridor Development Authority, Northstar Commuter Rail Planning, Design, and Program Management, Minneapolis, MN – Project Engineer
- Hennepin County Regional Railroad Authority, Stage I Transportation Interchange Environmental Assessment at 5th Street (Target Field Station), St. Paul, MN – Deputy Project Manager
- City of Milwaukee, Milwaukee Streetcar Project Owner's Representative Services, Milwaukee, WI – Project Engineer
- Metropolitan Council, Advanced Design Consultant Services for the Metro Green Line Extension (Southwest LRT) Project, Minneapolis, MN – Project Engineer
- City of Mankato, Transit Development Plan, Mankato, MN – QA/QC Reviewer
- Minnesota Valley Transit Authority, Strategic Plan, Burnsville, MN – Project Manager
- Metro Transit, Green Line (Central Corridor) LRT, Twin Cities, MN – QA/QC Reviewer
- Hennepin County Regional Railroad Authority, Blue Line (Bottineau) Transitway DEIS and Related Transitway Development Efforts, Hennepin County, MN – Land Use Task Lead

Chelsey Hendrickson, AICP

Alternatives Analysis:

Alternatives Definition & Assessments

Chelsey is a transportation planner who specializes in transit planning and public engagement. Transit planning has been a significant aspect of Chelsey's work throughout her career. She has played key roles in the success of several transit projects. Since joining Kimley-Horn, Chelsey's experience on transit planning projects have ranged from transit development plans to county transit plans, campus transit plans, and bus networks for LRT and BRT projects. Prior to joining Kimley-Horn, Chelsey worked for Metro Transit in the Twin Cities and worked on several service planning projects aimed to address changes in travel patterns and opportunities to improve efficiency or address changing land use and travel patterns. Chelsey is passionate about her work in transportation planning, since mobility has such a great impact on people's lives.

AVAILABILITY: 60%

PROFESSIONAL CREDENTIALS

Master of Urban and Regional Planning,
University of Minnesota

Bachelor of Science, Business Economics,
Miami University

Bachelor of Arts, Urban and Regional Planning,
Miami University

American Institute of Certified Planners

RELEVANT EXPERIENCE

- Metro Transit, Blue Line LRT Extension, Hennepin County, MN – Project Planner
- Metro Transit, Advanced Design Consultant Services for the METRO Green Line Extension, Minneapolis, MN – Project Planner
- Ramsey County Regional Railroad Authority (RCRRA), Rush Line Corridor Environmental Analysis, Ramsey County, MN – Project Planner
- SANDAG, Purple Line LRT Feasibility Study, San Diego, CA – Project Planner
- City of Mankato, Transit Development Plan, Mankato, MN – Deputy Project Manager
- Washington County Regional Railroad Authority, Red Rock Corridor Implementation Plan (BRT), Washington County, MN – Project Planner
- Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis, Dakota County, MN – Project Planner
- Metropolitan Council, E Line Corridor Study Alternative Evaluation – Project Planner
- City of Mankato, Transit Development Plan, Mankato, MN – Deputy Project Manager
- Gwinnett County Transit Microtransit Pilot Study, Gwinnett County, GA – Project Planner
- Grand Forks Transit Development Plan, Grand Forks, ND – Project Planner
- Rochester Transit Development Plan Implementation, Rochester, MN – Project Planner



Lydia Leslie, P.E., CFM

Station Location:

Station Area Location Analysis

Lydia is a senior civil engineering professional in Kimley-Horn's Oklahoma City office. She has over 30 years of experience working in and for the City and understands the unique local considerations related to assessing, selecting, permitting, and developing a site in Central Oklahoma. Lydia has designed projects for municipal owners, as well as commercial developers, home builders, hotel developers, and private schools. She began her career at the City of Oklahoma City Public Works Department in 1990 working in the Contract Administration Department and the Drainage Department. Additional experience includes site design, master plans, hydraulics, and drainage studies.

AVAILABILITY: 70%

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering,
Texas Tech University

Professional Engineer in OK

Certified Floodplain Manager, OK

RELEVANT EXPERIENCE

- Downtown Parking Management Study, Oklahoma City, OK – Project Engineer
- Capitol Hill High School and Speegle Stadium Roadway, Parking Lot, and Storm Sewer Reconstruction, Oklahoma City, OK – Project Manager
- City Stockyards Street Enhancement (Historic Stockyards Streetscape), Oklahoma City, OK – Project Manager
- OKC Convention Center Garage, Oklahoma City, OK – Project Engineer
- South Lakes Park Facility Improvements, Oklahoma City, OK – Project Manager
- Route 66 Park, Oklahoma City, OK – Project Manager
- OneOK Canadian Valley, Thomas, OK – Project Manager
- OKC Omni Hotel Convention Center, Oklahoma City, OK – Project Engineer
- Robinson Bridge Bike Improvements & Road Diet, Oklahoma City, OK – Project Engineer

Steven Chester

Station Location:

Land Use Assessment

Steven brings 12 years of experience and a passion for city planning and design to his project management approach. His strong analytical background is complemented by an extensive knowledge of data visualization, community engagement, and exceptional graphic design skills. Steven is skilled in project management, multimodal transportation planning, creative placemaking, and Transit Oriented development, all with an emphasis on creating great places for people of all backgrounds, ages, and abilities. Steven joined Kimley-Horn after working for eight years with the City of Denver's Community Planning and Development Department (CPD), where he was the project manager for various neighborhood plans, station area plans, and a critical team member on multi-year city-wide planning initiatives such as Comprehensive Plan 2040 and Blueprint Denver. While with Denver CPD, Steven also worked closely with many different City departments and agencies to build consensus and create a culture of collaboration centered around innovative community planning and design.

AVAILABILITY: 65%

PROFESSIONAL CREDENTIALS

Master of Urban and Regional Planning, Urban Placemaking, University of Colorado, Denver

Bachelor of Arts in Environmental Science and Geography, Middlebury College

RELEVANT EXPERIENCE

- Colorado Air and Spaceport Subarea Plan, Adams County, CO – Project Manager
- Transportation Master Plan, Golden, CO – Project Planner
- Flaming Gorge Way Corridor Study, Green River, CO – Project Manager
- Ruxton Avenue Functionality Project, Manitou Springs, CO – Project Planner
- Transportation and Mobility Plan, Manitou Springs, CO – Project Manager
- Downtown Erie Parking and Circulation Master Plan, Erie, CO – Project Planner
- Parker Road Corridor Plan Parker, CO – Project Planner
- Blueprint Denver, Denver, CO – Deputy Project Manager*
- The Square on 21st Demonstration Project, Denver, CO – Project Manager*
- Denver Comprehensive Plan 2040, Denver, CO – Project Planner*
- Transit Oriented Denver, Denver, CO – Project Planner*
- Decatur-Federal/Sun Valley Neighborhood Plan and General Development Plan (GDP), Denver, CO – Project Manager*
- Westwood Neighborhood Plan, Denver, CO – Project Manager*

**Work performed prior to joining Kimley-Horn*

Ashley McLain,

AICP

Cox|McLain

NEPA Strategy and Documentation: **Socioeconomic**

Ashley is President and Principal at COX|McLAIN Environmental Consulting Inc., a WBE/DBE/HUB firm she and two partners established in September 2007. Ashley was an environmental educator and researcher from 1991 to 1997 and has been a consultant assessing the environmental impacts of public and private development projects since 1997. She is an experienced NEPA practitioner with a focus on socioeconomic and Environmental Justice issues and extensive experience with linear transportation and transit projects. She has managed concurrent projects including Environmental Impact Statements, Environmental Assessments, Community Impact Assessments, Major Investment Studies, Environmental Information Documents, Planning and Environmental Linkage studies, and Categorical Exclusions. Specialties include indirect and cumulative impact analyses. She has successfully managed NEPA compliance projects for infrastructure in the southwest for more than 20 years.

AVAILABILITY: 40%

PROFESSIONAL CREDENTIALS

Bachelor of Arts, American Studies, Stanford University

Master of Science, Community and Regional Planning, University of Texas at Austin

American Institute of Certified Planners

Woman of the Year 2016. Employer of the Year 2009, WTS Heart of Texas Chapter.

RELEVANT EXPERIENCE

- Project Connect – Blue Line and Gold Line; Capital Metropolitan Transportation Agency (CapMetro), Travis County, TX – Project Principal and Project Manager
- VIA Transit Agency General Planning Contract, San Antonio, Texas – Environmental Project Manager
- CapMetro Downtown Red Line Station, Austin, TX – Environmental Project Manager
- Dallas Area Rapid Transit (DART) Union Station to Oak Cliff Streetcar Environmental Assessment, Dallas, TX – Environmental Task Lead
**Project received the Outstanding Achievement Award for Excellence in Environmental Document Preparation in the EA category from Federal Transit Authority.*
- ODOT NEPA Services Projects, Statewide, OK – Project Principal, QA/QC Lead for ODOT NEPA projects



Haley Rush, RPA

Cox|McLain

NEPA Strategy and Documentation: **Physical Environment**

Haley is a knowledgeable archeologist with more than 11 years of experience with transportation compliance projects throughout Oklahoma, Texas, and Louisiana. She serves as Cox|McLain's Principal Investigator specializing in conducting research, survey, excavation (including burials), construction monitoring, artifact analysis, and curation. Haley is an expert in Section 106 compliance and credentials exceed Secretary of Interior's Standards for archeology. She is experienced with supported federal agencies in their consultation with multiple tribes.

AVAILABILITY: 50%

PROFESSIONAL CREDENTIALS

Bachelor of Arts, Anthropology, Texas State University

Master of Arts, Anthropology, Texas State University

Registered Professional Archeologist (RPA)

RELEVANT EXPERIENCE

- Cultural Resources Survey for Proposed Improvements to SH 20 in Claremore, Rogers Co., OK – Principal Investigator
- Cultural Resources Survey for Proposed Improvements to Turner Turnpike (I 44) in Creek and Tulsa Counties, OK – Principal Investigator
- TxDOT Tribal Planning Group, Gainesville, TX – Principal Investigator
- Texas Military Forces and TxDOT Tribal Coordination Meeting, Austin, TX and Tulsa, OK – Principal Investigator



Jarrold Powers

Cox|McLain

NEPA Strategy and Documentation: **Natural Environment**

Jarrold is an Ecologist at Cox|McLain Environmental Consulting, Inc. He has conducted habitat evaluations in support of numerous environmental projects for oil and gas corporations, state and local government, and small to large businesses in Oklahoma and across the country. Technical areas of expertise include identifying and characterizing landscapes, vegetation, wildlife, and aquatic systems. He has conducted formal Clean Water Act Section 404 water and wetland delineations for ODOT, Oklahoma Turnpike Authority, water line corridors, transmission line corridors, pipeline corridors, wind power sites, large commercial sites, and oil and gas site development along with providing meeting support and permitting. He is experienced in preparing CEs, EAs, as well as consultation documents for coordination with USACE and USFWS guidelines and preparing hazardous materials documents. Jarrold offers additional expertise as an ecologist and has a diverse background in both aquatic and terrestrial habitats. He has several years of Threatened & Endangered habitat surveys, aquatic species surveys, and wetland delineations. His ability to collect and interpret field data and his knowledge of environmental regulations combine to prepare accurate and administratively complete compliance documents.

AVAILABILITY: 50%

PROFESSIONAL CREDENTIALS

Master of Science, Natural Resource Ecology and Management/Aquatic Ecology and Management, Oklahoma State University

Bachelor of Science, Natural Resource Ecology and Management/Wildlife Ecology and Management, Oklahoma State University

RELEVANT EXPERIENCE

- City of Checotah Water Intake, City of Checotah, McIntosh County, OK – Lead Biologist
- Autumn II Plant, Sofidel America, Rogers County, OK – Lead Biologist
- Northeast Loop I-44 to I-40, Oklahoma Turnpike Authority, Oklahoma County, OK – Field Lead
- A26 to Wellston and Wellston to R-900 Pipeline Project, OK – Crew Chief
- Mud Creek, Pawnee County, OK – Biologist
- White Oak Creek, McCurtain County, OK – Biologist
- Whiskey Creek, Carter County, OK – Biologist

Dennis Kearney

NEPA Strategy and Documentation:

Document Preparation

Dennis is a Senior Environmental Planner with nearly 20 years of experience managing NEPA/CEQA projects throughout California in the areas of transit, transportation, land use development, and energy transmission/distribution. He has worked recently with California High Speed Rail Authority, Santa Clara Valley Transportation Authority, Caltrans, Orange County Transportation Authority, and various state and federal agencies in the San Francisco region. His environmental expertise focuses on preparing CEQA/NEPA documentation, permitting, reviewing resource management plans, environmental reporting, and developing impact assessments while collaborating with project managers, county agencies, developers, project attorneys, and other key individuals to ensure environmental compliance. Dennis also has extensive stakeholder and public outreach experience, including facilitation of long-term project working groups, technical advisory groups, as well as large-scale community meetings related to community impact assessments (CIA), environmental impact statements (EIS) and environmental impact reports (EIR). He also has experience reviewing, interpreting, and drafting amendments to state and federal permitting documents for agencies including USFWS, CDFW, NOAA, USCOE, SHPO, and SWRCB.

AVAILABILITY: 50%

PROFESSIONAL CREDENTIALS

Bachelor of Science, Conservation and Resources Studies, University of California, Berkeley

Professional Transportation Planner

RELEVANT EXPERIENCE

- Santa Clara Valley Transportation Authority, FTA Rail Corridor Community Development Strategy Study – Project Manager
- Santa Clara Valley Transportation Authority, Construction Education and Outreach Planning – Lead Task Manager
- San Francisco Municipal Transit Agency SFMTA, Third Street Light Rail Line Project EA – Deputy Project Manager *
- California High Speed Rail Authority/BNSF, Los Angeles to Anaheim Segment EIS/EIR – Senior Planner
- California High Speed Rail Authority, Central Valley Wye Segment Supplemental EIS/EIR – Senior Planner*
- Orange County Transportation Authority/Caltrans, Interstate 405 Improvement Project – Senior Planner*
- San Francisco Transbay Joint Powers Authority, Terminal Supplemental EIS/EIR – Senior Planner*
- United States Coastguard, Integrated Deepwater System Program Programmatic EIS – Deputy Project Manager*
- United States Bureau of Reclamation, East Park Reservoir Resource Management Plan EA – Project Manager*
- United States Navy, Concord Naval Weapons Station INRMP/EA – Deputy Project Manager*
- United States Navy, Ft. Hunter Liggett Bombing Range EA – Project Manager *

*Work performed prior to joining Kimley-Horn

Yoav Hagler

DB E&C

Operations Development Strategies: *Operations Plan*

Yoav is an experienced planner who specializes in rail operations analysis, service planning and scheduling, and strategic planning. Yoav also has a strong background in economics and finance. Yoav comes to DB after eight years with WSP and SMA in which he successfully led a wide variety of technical projects. Yoav served in Project Manager, Deputy Project Manager and lead technical analyst roles for various projects focusing on the Northeast Corridor and California. These projects include NEC Future, the Washington Union Station Master Plan, an Economic Analysis of the Northeast Corridor, and strategic service studies in Northern and Southern California. Yoav led a strategic planning effort in the Merced-Sacramento corridor as part of Phase II planning for California High-Speed Rail and the Richmond – Washington DC corridor in Virginia. Most recently, Yoav recently led the development of the Long-Range Service Vision as part of the Caltrain Business Plan accepted by the Caltrain board of directors in October 2019.

AVAILABILITY: 30%

PROFESSIONAL CREDENTIALS

Bachelor of Arts, Wesleyan University

Master of Science, Urban Planning,
Columbia University

RELEVANT EXPERIENCE

- Caltrain Business Plan, Statewide, CA – Project Planner
- Virginia Department of Rail and Public Transportation, Transforming Rail in Virginia Program Strategic Corridor Planning, Statewide VA – Service Planning Task Lead
- California High Speed Rail Authority, Integrated Planning Study, Southern California, CA – Project Manager
- Long Island Rail Road, Network Strategy Study, Long Island, NY – WSP Project Manager
- Federal Railroad Administration, Northeast Corridor Future, Northeastern United States – Alternatives Development & Service Planner

Jeff Boothe, AICP

InfraStrategies

Operations Development Strategy: FTA Capital Grant Strategy

Jeff has spent nearly forty years in the public transit industry. He combines deep and long-standing knowledge of FTA statutes, rules, and guidance with extensive project experience. He has worked with agencies in advancing projects seeking to navigate the New Starts and now Capital Investment Grants (CIG) processes for project approvals. Further, Jeff has shaped the laws, regulations and guidance for project approvals having directly drafted the current definitions for Bus Rapid Transit Projects, the Program of Interrelated Projects and advocated for the elimination of the “baseline” alternative, the FTA Alternatives Analysis process and Final Design leading to the current stream-lined project approval process. As Chair of the Capital Investment Grants Working Group, he has had a greater impact on the current CIG project approval than any person not currently working at FTA or on Capitol Hill. Further, Jeff has extensive project level experience working directly for transit agencies with projects in the New Starts and now CIG process.

AVAILABILITY: 30%

PROFESSIONAL CREDENTIALS

Bachelor of Arts, Political Science, Stanford University,

Juris Doctor, George Mason University

American Institute of Certified Planners

RELEVANT EXPERIENCE

- Tampa Bay Area Regional Transit Authority Project, Tampa Bay, FL – Strategic Advisor
- Downtown-Riverfront Streetcar Project, Sacramento, CA – Strategic Advisor
- Seattle Center City Loop, Seattle, WA – FTA Capital Grant Strategy
- Atlanta Regional Transit-Link Authority (ATL), Atlanta, GA – Advisor on Federal Statutes and Guidance
- Dumbarton Rail Corridor Project, Menlo Park, CA – FTA Compliance Advisor
- Jacksonville Transportation Authority, Jacksonville Ultimate Urban Circulator (U2C) Autonomous Vehicle Project – FTA Strategic Advisor
- Beach Corridor Transit Options, Miami Beach, FL – Project Alternatives Advisor
- Los Angeles Streetcar, Inc. Project, Los Angeles, CA – Funding Identification
- Atlanta Beltline Transit Task Force, Atlanta, GA – Strategic Advisor

Sharon Greene

InfraStrategies

Operations Development Strategies: **Cost/Benefit Analysis**

Sharon has been at the forefront of innovation in transportation and infrastructure development and finance for more than 45 years. Sharon is a specialist in transportation economics, infrastructure finance, and transportation planning, with experience throughout the US and abroad. She has led projects and managed programs in public transit, and high speed, intercity, and commuter rail; highways and toll facilities; and freight and goods movement. Sharon provides financial consulting services to many agencies that are currently in various stages of the FTA CIG process; agencies pursuing USDOT competitive funding and financing opportunities, including INFRA and BUILD (formerly TIGER) grants and the Transportation Infrastructure Finance and innovation Act and Railroad Rehabilitation and Improvement Financing federal loan programs; and agencies pursuing state and regional discretionary funding. Her financial consulting services were instrumental in obtaining capital funding for agencies including Utah Transit Authority, Valley Metro Rail (Phoenix), Dallas Area Rapid Transit, LA Metro, Albuquerque, Jacksonville, and Honolulu Authority for Rapid Transit (HART). Her work has been cited frequently by USDOT, FTA, and her public sector clients as representing the state-of-the-art in financial analysis for transportation capital investment.

AVAILABILITY: 30%

PROFESSIONAL CREDENTIALS

Master Urban & Regional Planning MCP, Kennedy School of Government, Harvard University

Bachelor of Arts, Tufts University

RELEVANT EXPERIENCE

- Local Option Motor Fuel Tax Feasibility Study and P3 Advisory, Louisiana Department of Transportation and Development (LADOTD). Statewide, LA – Project Manager
- Omaha Urban Circulator Funding and Financing Assessment, Omaha, NE – Project Manager
- Cobb County 2050 Transportation and Transit Plan, Cobb County, GA – Financial Modeling and Strategies Specialist
- U2C Program Financial Advisory Services, Jacksonville Transit Authority (JTA), Jacksonville, FL – Financial Strategist
- Evaluation of P3 Options for Completion of the Honolulu Rail Transit Project, HART, Honolulu, HI – Financial Planner
- Chicago Transit Authority Red Purple Line Modernization / Core Capacity Project Financial Plan and Red Line Extension Financial Plan, Chicago, IL – Project Manager
- South Shore Line Core Capacity Project and West Lake Corridor New Starts Projects, Northern Indiana Commuter Transportation District (NICTD), Northern Indiana – Financial Planner for FTA New Starts Application

Jill Gibson

Community and Stakeholder:

Community Outreach

Jill has extensive experience in land use and transportation planning for Transit Oriented Development, as well as expertise in community engagement. She brings detailed knowledge of transit, multimodal transportation planning, community development, station planning, community outreach, and stakeholder engagement. Jill has led several teams managing large transportation planning projects, including establishing and monitoring short-range and long-range goals, budgets, and schedules. She has led long-term collaborative efforts with stakeholders and is experienced in working with and presenting to a variety of internal and external stakeholders including planning commissions, city and neighborhood councils, and community groups. Jill has led transit-oriented development planning initiatives for a diverse range of cities and transit agencies. Her strength is bringing together stakeholders to create walkable, vibrant, connected, and equitable places all centered around transit.

AVAILABILITY: 60%

PROFESSIONAL CREDENTIALS

Master of Arts, American Studies, California State University, Fullerton

Bachelor of Arts, Covenant College, Tennessee

RELEVANT EXPERIENCE

- BART Silicon Valley (BSV) Phase II TOD Program Management, San Jose, CA – Project Manager
- Diridon Program Management Planning Support Services, San Jose, CA – Project Planner
- BART Silicon Valley (BSV) Phase II On-Call Planning Services, San Jose, CA – Project Manager
- Caltrain, San Jose, CA* – Principal Planner
- North County Transit District, San Diego County, CA* – Senior Transportation Planner

**Work performed prior to joining Kimley-Horn*

Jackie Tidwell

Community and Stakeholder: *Stakeholder Engagement*

Jackie is a planning analyst with Kimley-Horn who brings 10 years of experience with community engagement and outreach and program coordination for a variety of public sector and nonprofit organizations. She has supported outreach efforts for the redesign of Diridon Intermodal Station. Prior to joining Kimley-Horn, Jackie worked on research, policy, and advocacy related to Diridon as well as a broad portfolio of policy areas in San Jose including housing and public space for SPUR. She currently supports outreach, organizational policy, and overall program management elements of the ongoing Integrated Station Concept Plan and supports Liz with coordinating the partner agencies and consultant support.

AVAILABILITY: 60%

PROFESSIONAL CREDENTIALS

Master of Urban Planning and Policy, University of Illinois, Chicago

Bachelor of Arts, Political Science, Belmont University

RELEVANT EXPERIENCE

- Diridon Program Management Services, San Jose, CA – Project Planner
- San Francisco Bay Area Planning and Urban Research Association (SPUR) (2017-2019), San Jose, CA – San Jose Policy Director*
- Participatory Budgeting Project, Chicago, IL (2016) – Community Outreach Graduate Intern*
- Victory Gardens Theater, Chicago, IL (2015-2016) – Community Engagement Manager*
- Arts & Business Council of Greater Nashville, Nashville, TN (2012-2015) – Director of Programs & Community Initiatives; Program Coordinator*

**Work performed prior to joining Kimley-Horn*

Bobby Valentine

Community and Stakeholder:

Graphics/Visualization

Bobby is a pioneer in the integration of drones and LiDAR technology and its benefits to the industry. This practice has proven to supplement and augment the traditional decision-making cycles. Bobby is an out-of-the-box thinker who consistently looks for best-in-breed technology solutions to address client needs and issues. Bobby is a 25-year veteran in the fields of 3D modeling, animation, video production, media implementation, and creative communication techniques. Bobby brings significant experience and expertise in all aspects of visual communications, technology integration, and creative solutions. Prior to joining Kimley-Horn, he spent 19 years at other engineering consulting firms providing solutions for government and commercial customers using a variety of technologies and service offerings. Bobby is a certified unmanned aerial vehicle (UAV) operator and private pilot. He is continually looking for ways to capture photography, videography, and photogrammetry to help augment traditional decision-making tools.

AVAILABILITY: 50%

PROFESSIONAL CREDENTIALS

Bachelor of Science, City and Regional Planning,
California Polytechnic State University, San Luis
Obispo

RELEVANT EXPERIENCE

- City of Anaheim, Anaheim Rapid Connection Streetcar, Anaheim, CA – Visualization Production Manager
- GRTC Transit System, Pulse BRT Engineering and Design Services, Richmond, VA – Visualization Production Manager
- Metro Transit, Blue Line Light Rail Transit Extension, Twin Cities, MN – Visualization Production Manager
- Washington County Regional Railroad Authority, Gateway Corridor Draft Environmental Assessment, Washington County, MN – Visualization Specialist
- UDOT, 5600 W Railroad Crossing, Salt Lake City, UT – Graphic Designer
- Hampton Roads Transit (HRT), Peninsula Bus Rapid Transit Documented Categorical Exclusion, Newport News and Hampton, VA – Graphic Designer

Paul Danielson, P.E.

Resources and Toolbox:

Rail Transit Senior Advisor

Paul is Kimley-Horn's National Rail and Transit Practice Leader who brings 35 years of diverse civil engineering experience, including leading large-scale rail, transit, and transportation engineering projects for municipal, state, and federal clients. He understands how to implement large, regionally significant transit projects in urban and metro areas. Paul's recent work experience covers the planning, environmental, and engineering phases of two light rail extensions in the Twin Cities including navigating FTA funding and environmental processes. This experience with navigating federal processes, working with numerous stakeholders to reach consensus, guiding corridors through planning and environmental processes with an eye toward implementation, and building sustainable and defensible decision-making gives Paul a thorough understanding of the technical needs of this contract. Furthermore, Paul is skilled at communicating with clients, stakeholders, and the public. He is an accomplished project manager who can successfully manage many firms and ongoing tasks and achieve a high level of performance from each teammate. For his most recent LRT project, Paul managed 23 subconsultants and issued 21 separate task orders and completed each on time and within budget and to the client's satisfaction.

AVAILABILITY: 25%

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, North Dakota State University

Professional Engineer in AZ, CA, IL, and MN

RELEVANT EXPERIENCE

Northstar Corridor Development Authority, Northstar Commuter Rail Planning, Design, and Program Management, Twin Cities, MN – Project Manager. Paul Danielson led Kimley-Horn's efforts to provide overall project management and engineering services for the final design of the Northstar Commuter Rail Project, which is a 40-mile-long corridor with seven multimodal stations and a new vehicle maintenance facility to service locomotives and rolling stock. Paul's involvement in this project included the planning, environmental, preliminary engineering, final design, construction, and implementation phases of the project. His overall project management led to the first commuter rail line in Minnesota.

Hennepin County Regional Railroad Authority, Bottineau Transitway Alternatives Analysis & Draft EIS, Twin Cities, MN – Project Manager. Paul oversaw Kimley-Horn's efforts in completing an alternatives analysis (as a subconsultant) followed by a Draft EIS through NEPA/MEPA (as prime consultant) for the Bottineau Corridor from downtown Minneapolis into north Hennepin County. Kimley-Horn led the most promising alignments for two possible modes (BRT or LRT) through the environmental process to gain consensus that resulted in the selection of a locally-preferred alternative of LRT. The project was conducted to meet the FTA's New Starts guidelines. Kimley-Horn led both the environmental documentation and the conceptual engineering phases. This project resulted in the Blue Line Light Rail Transit Extension project, for which Kimley-Horn was selected as prime consultant.

Robert Street Transitway Alternatives Analysis, Dakota County, MN – Principal-in-Charge. The Dakota County Regional Railroad Authority and the Ramsey County Regional Railroad Authority selected Kimley-Horn to conduct an AA to identify and assess potential transit service options in the area and determine a locally-preferred alternative to advance through the FTA's New Starts grants program. In addition, the Kimley-Horn team conducted public involvement to identify concerns and interests of stakeholders within the study area to increase awareness of the study.

Metro Transit, Blue Line LRT Extension, Twin Cities, MN – Project Manager. Paul served as project manager responsible for all elements of successful project design for the preliminary engineering, final design, and construction phase services for this 13-mile light rail transit FTA New Starts corridor. As the prime consultant, Kimley-Horn led the overall project management, track design, civil engineering, traffic engineering, and architectural design. The project is currently at 90% complete but has been put on hold due to an impasse on agreements with the freight railroads. Paul successfully managed station and OMF siting activities gaining consensus from the 5 communities on the location of each station. The OMF siting included development of integration of the OMF to a planned city park.

Zach Teague, P.E.

Resources and Toolbox:

Conceptual Design

Zach has more than 18 years of transit and transportation experience specializing in the preparation and development of conceptual, preliminary, and final design for rail, transit, and roadway projects. This experience has been used on heavy and light rail transit, streetcar, commuter rail, freight rail, BRT, automated people movers, highway interchanges, grade separations, urban freeways, and urban and rural roadways. He has considerable experience in planning and design of rail and bus transit systems operating in semi-exclusive and fully exclusive rights-of-way. Having been involved in transit design projects from a planning, design, construction, and program management perspective, he has significant experience in all phases of project design and implementation. Zach's track design experience as well as urban roadway design experience provides him a broader view of the opportunities and constraints that must be considered when planning and designing transit facilities in differing operational and physical conditions.

AVAILABILITY: 40%

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in DC, MD, TX, and VA

RELEVANT EXPERIENCE

- Broadmoor Commuter Rail Station and Track Design, Austin, TX – Lead Track Engineer
- Alameda Corridor East Construction Authority, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA – Track Engineer
- Sunset Avenue Grade Separation at IH-10, Banning, CA – Track Engineer
- Gulf Coast Rail District, Passenger Rail Access Study – North Corridor to Central Business District, Houston, TX – Deputy Project Manager
- Gulf Coast Rail District, Commuter Rail Right-of-Way Feasibility Study, Houston, TX – Deputy Project Manager
- Virginia Department of Rail and Public Transportation, Transforming Rail in Virginia Program, Statewide, VA – Lead Track Engineer
- District Department of Transportation (DDOT), Benning Road Reconstruction and Streetcar Project, Washington, DC – Track Engineer
- Houston METRO East End LRT Corridor, Houston, TX – Lead Track Engineer
- Port San Antonio Town Center Transit Access Study, San Antonio, TX – Project Engineer
- Hassayampa Valley Rail Corridors Cost Analysis Update, Phoenix, AZ – Lead Track Engineer
- FTA Project Management Oversight Services IDIQ, 2009-2014, Nationwide – Project Engineer
- City of Miami Beach, Miami Beach LRT/Modern Streetcar Project Alternatives Analysis and Environmental Clearance, Miami Beach, FL – Track Engineer
- SFRTA, WAVE Streetcar Alternatives Analysis and Environmental Assessment, Ft. Lauderdale, FL – Track Engineer
- SANDAG/MTS LRT Renewal Project Blue Line Stations, San Diego, CA – Lead Track Engineer
- City of Alexandria, Alternatives Analysis and Environmental Assessment for the West End Transitway, Alexandria, VA – Conceptual Engineering Design Lead
- City of Virginia Beach Light Rail Transit General Engineering Services, Virginia Beach, VA – Project Engineer
- Metro Transit, Blue Line Light Rail Transit Extension, Hennepin County, MN – Track QA/QC Reviewer
- Arlington County, Program Management Services for Columbia Pike and Crystal City Streetcar Lines, Arlington County, VA – Project Engineer

Matt Gibson, P.E.

Resources and Toolbox:

Conceptual Design

Matt is a civil engineer with over 16 years of experience in transit and transportation, site development, utility, and roadway projects. He brings planning, design, and construction experience on a variety of projects, primarily in dense urban environments. Recent applicable projects include the Wave Streetcar project in Fort Lauderdale which included conceptual and advanced design of a 2.5 mile streetcar route and new maintenance facility; Small Starts Grant and TIGER IV Grant applications, documentation, reporting and compliance; supplemental NEPA Supplemental Environmental Assessment; coordination and third-party agreements with utility owners; and developing RFP documents to procure design-build contractor. Matt also served as senior project engineer for the Miami Beach Light Rail project and Tampa Streetcar Extension project working on conceptual engineering, alternative comparisons, utility impacts, capital cost estimates and reports, and environmental impact analysis.

AVAILABILITY: 40%

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology

Professional Engineer in FL

RELEVANT EXPERIENCE

- Wave Streetcar Alternatives Analysis/Environmental Assessment, Small Starts Application and Compliance, and Program Management Services, Ft. Lauderdale, FL – Senior Project Engineer
- Tampa Streetcar Extension and Modernization Feasibility Study, Project Development, and Alternatives Analysis, Tampa, FL – Senior Project Engineer
- Miami Beach Light Rail/Modern Streetcar P3 Program Management, Miami, FL – Senior Project Engineer
- Miami River-Miami Intermodal Center Capacity Improvement, Miami, FL – Senior Project Engineer
- South Florida Regional Transportation Authority Infrastructure Upgrades (railroad grade crossing replacement program), Miami to West Palm Beach, Florida – Senior Project Engineer
- Milwaukee Streetcar Project Owner's Representative Services, Milwaukee, WI – Senior Project Engineer

D.J. Baxter

Shiels Oblatz Johnsen

Resources and Toolbox:

Transit Program Development

D.J. is a Partner and Senior Project Manager at Shiels Oblatz Johnsen, where he is currently supporting public and private real estate and transit development projects across the country. His work includes planning for private developments at transit stations, and support for multiple aspects of modern streetcar projects. From 2007 to 2016, D.J. served as the Executive Director of the Redevelopment Agency of Salt Lake City, where he oversaw the operations of Utah's largest redevelopment agency. Prior to his appointment to the RDA Director's position, D.J. served as the Senior Advisor to the Salt Lake City Mayor, as the Project Manager for Envision Utah, and as an Associate at Bear West, a private land use planning and consulting firm. During his 15 years at Salt Lake City, D.J. worked to advance a wide array of multi-modal transportation initiatives, including the Sugar House Streetcar, UTA's Central Station, the Union Pacific track realignment at Grant Tower, the acquisition of Union Pacific rights-of-way for trails, and the improvement of infrastructure for cycling, walking, and transit. D.J. holds a law degree from the University of Utah, and focuses his work on urban design, development and public finance, and public transportation.

AVAILABILITY: 25%

PROFESSIONAL CREDENTIALS

Juris Doctor, University of Utah College of Law

Bachelor of Arts, Political Science,

Swarthmore College

RELEVANT EXPERIENCE

**Partner, Shiels Oblatz Johnsen, Inc. Salt Lake City, UT & Seattle, WA
September 2016 - present**

- Manage public-sector real estate acquisition and development projects
- Support TOD planning and downtown development strategies
- Support planning, development, and operations of urban streetcar projects
- Current and recent clients include:
 - » City of Oklahoma City, OK (streetcar)
 - » City of Milwaukee, WI (streetcar)
 - » Orange County Transportation Authority, CA (streetcar)
 - » City of Tampa, FL (streetcar)
 - » Dee's, Inc. (private mixed-use TOD)
 - » Utah Transit Authority (TOD)

Executive Director, Redevelopment Agency of Salt Lake City, Salt Lake City, Utah, April 2007 – January 2016

- Oversaw the development and administration of \$62 million annual operating budget, managed \$30 million revolving loan fund, and led city efforts to stimulate investment in 8 urban renewal project areas.
- Led City's efforts to develop the Sugar House Streetcar and Greenway projects to stimulate redevelopment.
- Directed RDA's acquisition of land and transit-oriented planning and development around Salt Lake City's Central Station, 900 South Station (Central 9th), and Sugar House Streetcar and Greenway.
- Led the planning and development of the Eccles Theater in downtown Salt Lake City, the acquisition of the Utah Theater, and oversaw renovation and management of the Gallivan Utah Center and Gallivan Avenue retail shops.
- Negotiated agreement to realign Union Pacific freight tracks through downtown Salt Lake City, securing the 900 South and Folsom Avenue rights-of-way for future trails.
- Shifted focus of RDA investments to fostering street-level pedestrian activity through programming and design of public spaces; the application of financial incentives and design emphasis to increase the quality and pedestrian orientation of new developments; and concentrating development around trails and transit stations.

Corey Hill

Resources and Toolbox:

Freight Rail/FRA Regulatory Compliance

Corey has 26 years of experience serving in governance roles for federal, state, regional, and local agencies. His areas of responsibility have included multibillion-dollar rail and transit projects and program management for multibillion-dollar capital grant and loan portfolios at the state and federal levels. As the Project Manager for the \$5.6 billion Dulles Corridor Metrorail Project (Silver Line), Corey led the Virginia Department of Rail and Public Transportation's early development of the project and advancement through FTA's New Starts Program. As the Director of the Office of Program Delivery for the Federal Railroad Administration (FRA), Corey led a multidisciplinary office that was integrated with grantees into rail project delivery for over 400 intercity passenger rail, high-speed passenger rail, and freight rail projects funded through a \$25 billion portfolio.

AVAILABILITY: 30%

PROFESSIONAL CREDENTIALS

Master of Public Administration, George Mason University

Bachelor of Science, Political Science, James Madison University

RELEVANT EXPERIENCE

- FRA, Washington, DC – Executive Director*
- FRA Office of Program Delivery, Washington, DC – Director*
- FRA Program Support for Amtrak Capital Grant Program Oversight/Governance, Washington, DC – Project Manager
- Program Management for Transforming Rail in Virginia Program, Richmond, VA – Program Director
- Virginia Department of Rail and Public Transportation (DRPT), Transit Development Plan for Petersburg Area Transit, Petersburg, VA – Principal-in-Charge
- DRPT, Transit Development Plan for Greater Lynchburg Transit Company, Lynchburg, VA – Principal-in-Charge
- DRPT, Transit Capital Program Prioritization Staff Support, Northern Virginia, VA – Principal-in-Charge
- North Carolina Department of Transportation, Incremental Service Development Plan for High Speed Rail between Richmond, VA and Raleigh, NC – Senior Advisor
- City of Richmond, High-Speed Rail Support Services, Richmond, VA – Project Manager

**Work performed prior to joining Kimley-Horn*

Darren Adrian, P.E.

Resources and Toolbox:

Capital Cost Estimates

Darren brings over 28 years of professional experience in civil engineering related to planning, design, and construction of improvements on roadway and rail-related projects. His strengths include implementing and overseeing multidisciplinary design and environmental studies related to rail grade separations, at-grade crossings, and roadway modifications surrounding railways. He has extensive experience coordinating with BNSF and local agencies on these projects. He brings significant knowledge of railroad standards and procedures. The work also has given Darren strong working relationships and knowledge of standards within agencies having jurisdiction and enabling him to lead efforts in resolving agency concerns and obtaining necessary approvals/permits in a timely and efficient manner. Moreover, Darren has a broad technical background that encompasses a wide range of civil engineering areas such as rail, roads, traffic, grading, drainage, and utilities. He effectively manages and coordinates multidisciplinary projects using a hands-on approach for providing solutions to the most challenging issues.

AVAILABILITY: 25%

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona

Professional Engineer in CA and UT

RELEVANT EXPERIENCE

- OCTA 17th Street Grade Separation Project, Santa Ana, CA – Project Manager
- UPRR/ACE Fullerton Road Grade Separation, City of Industry, CA – Civil/Roadway Manager
- City of Corona, McKinley Grade Separation, Corona, CA – Civil/Roadway Manager
- Exposition LRT Project, Phase 2 Design-Build, Los Angeles County, CA – Subconsultant
- Project Manager on the design-build team
- UPRR/Sunset Avenue Grade Separation, Banning, CA – Senior Engineer
- BNSF, I-215/Cactus Avenue Grade Separation, Moreno Valley, CA
- City of Mountain View, Transit Center Master Plan, Mountain View, CA – Project Engineer
- Alameda Corridor East Construction Authority, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA – Project Manager

Rachel Copperman, Ph.D.

Cambridge Systematics

Resources and Toolbox:

Travel Demand Model

As a Principal at Cambridge, Rachel has experience in passenger and freight travel demand modeling and forecasting, travel survey methods, activity and tour-based modeling, and measuring uncertainty within the travel forecasting process. Rachel is involved in the re-estimation, calibration, and validation of Alamo Area Metropolitan Planning Organization's (AAMPO's) travel demand model, and led the implementation of both STOPS and the AAMPO model for producing ridership and traffic modeling for VIA. She is also leading the effort to produce ridership and revenue forecasts for the California High-Speed Rail System, and serves as the Project Manager for the development of the Houston-Galveston Area Council ABM Model Update to improve transit forecasting within the model.

AVAILABILITY: 40%

PROFESSIONAL CREDENTIALS

Ph.D., Transportation Engineering,
University of Texas at Austin

Master of Science, Civil Engineering,
University of Texas at Austin

Bachelor of Science, Systems and Information
Engineering, University of Virginia

RELEVANT EXPERIENCE

- VIA Rapid Transit Corridor Project, San Antonio, TX – Travel Demand Model
- Capital Metro Blue Line Engineering Design Services, Austin, TX – Travel Demand Model
- DART TCI Tool for the Dallas Region, Dallas TX – TCI Algorithms for Regional Travel Model
- H-GAC Activity-Based Model Update, Houston, TX – Project Manager
- TxDOT Houston District Subarea Study, Houston, TX – Travel Demand Project Manager
- California High-Speed Rail Ridership and Revenue Forecasting Study, Statewide, CA – Project Manager
- AAMPO Travel Model Updates, San Antonio, TX – Travel Modeler
- FHWA Exploratory Modeling and Simulation, Nationwide – Travel Demand Specialist
- Utah DOT Salt Lake City to Moab Rail Feasibility Project, Salt Lake City, UT – Ridership Forecasting/Travel Demand Model



LOCAL

Madeline Cole

Cox|McLain

Resources and Toolbox:

Mapping and GIS

Madeline is the GIS Coordinator at Cox|McLain. She has six years of experience in the oil and gas/pipeline/wind/environmental industries. Prior to working for Cox McLain, Madeline was the GIS and Database Supervisor for an Oil and Gas Consulting Firm based in Oklahoma City. Madeline has overseen GIS and Database deliverables for over 100 projects and clients. Madeline's background includes graphic representation of permitting, leasing, wildlife, federal lands, and environmental data. Madeline has also worked on a development team for an interactive online mapping system which she then managed as a technology startup company. Madeline has worked on numerous state and federal environmental permit applications for oil and gas, pipelines, seismic shoots and wind farms. Her ability to interpret field data and graphically represent the information for detailed plats and reports combine to prepare accurate and administratively complete compliance documents. She has participated in BLM, BIA, USFS, USFWS, USACE, and ODWC coordination on projects across Oklahoma, Texas, Kansas, Mississippi, New Mexico, Colorado, Louisiana, Wyoming and Arkansas. Working in this industry Madeline has extensive experience with interagency coordination and the importance of communication between agencies. Providing accurate information in a timely manner using the best available data can make the difference in the success of the project.

AVAILABILITY: 60%

PROFESSIONAL CREDENTIALS

BA, Geography, University of Oklahoma

RELEVANT EXPERIENCE

- EW 0470 Bridge Replacement over Ivanhoe Creek ("Bridge 019"), Circuit Engineering District 8 (CED) County Checklist and State 404 Form, Ellis County, OK – GIS Lead
- EW 0480 Bridge Replacement over Ivanhoe Creek ("Pipe"), Circuit Engineering District 8 (CED) County Checklist and State 404 Form, Ellis County, OK – GIS Lead
- N 2920 Bridge Replacement over Pond Creek ("Bridge 333"), Circuit Engineering District 8 (CED) County Checklist, Grant County, OK – GIS Lead
- Archeological Survey for Improvements to American Horse Lake Road and Bridge Replacement (NBI 5175), CC Environmental, Blaine County, OK – GIS Lead
- Historic Structure Report for National Register of Historic Places Consideration, The Original nine-foot section of Route 66 roadbed, southwest Ottawa County, OK ("Ribbon Road") – GIS Lead
- Cultural Resources Survey of the South Cantonment and Northern Firing Ranges at Camp Gruber Training Center, Braggs, Muskogee, OK – Oklahoma Military Department (OMD) – GIS Lead

Adam Hinds, LS

Frontier Land Surveying

Resources and Toolbox:

Corridor Right-of-Way Inventory

In more than 15 years of providing land surveying services in the State of Oklahoma, Adam has performed the surveying tasks in all aspects of the projects and has been instrumental in formulating new policies and procedures for field crews and office staff to abide by, which delivered to clients the quality of product expected. Adam maintains an attentiveness to research of advancements in technology, hardware, and software in the land surveying industry to aid in providing clients a quality, cost effective product.

AVAILABILITY: 70%

PROFESSIONAL CREDENTIALS

Civil-Survey Technology, Oklahoma State University

Land Surveyor in OK

Oklahoma Society of Land Surveyors (OSLS)

Annual Oklahoma Society of Land Surveyors
Convention – Oklahoma City, OK

National Geodetic Survey OPUS Projects Training &
Certification – Albuquerque, NM

International LiDAR and Mapping Forum – Denver, CO

ASPRS LiDAR Conference – Tampa Bay, FL

RELEVANT EXPERIENCE

- I-44/US-75 Interchange in Tulsa, Tulsa County, OK – Design Surveyor (including LiDAR)
- SE 4th Street Railroad Crossing, Moore, OK – Design Surveyor
- I-40 Crosstown Relocation/Railroad Realignment, Oklahoma City, OK – Topographic Surveyor
- Topographic Surveys of Railway, Multiple Oklahoma Locations – Project Surveyor
- Locations include Flynn Yard, Portland Wye, Shattuck, and Waynoka

KIMLEY-HORN TEAM QUALIFICATIONS TABLE

To demonstrate our extensive qualifications, below is a table of projects completed by our team within the past 10 years.

Project Name, Location	Completion Year	Key Staff Involved	Type of Project/Brief Description	Project Used to Secure Federal Funds?	Services Performed/ Specific Project Role	Client/Name and Phone Number of Reference
TRAX Extension Project/TRAX Red Line Salt Lake County, UT	2011	Liz Scanlon (Project Planner), Kyle Keahey (Project Manager)	FTA New Starts funded light rail transit to southwest Salt Lake County along abandoned freight rail corridor with 10 new stations	Yes	NEPA document, mitigation monitoring program, station planning, outreach, Permitting, Land Use Assessment support, and FTA New Starts Application	Utah Transit Authority Mary DeLoretto 801.741.8808
Honolulu Rail Project Honolulu, HI	2015	Liz Scanlon (Planning Director)	Honolulu Transit Project in Honolulu is 20-mile elevated, fixed guideway project with 21 new stations and new maintenance facility	Yes	Mitigation Monitoring, Permitting, NEPA, Station Planning, Outreach, Right-of-Way Acquisition, FTA New Starts	Honolulu Authority for Rapid Transportation Jon Nouchi 808.768.8302
Citywide Mobility Study using Transportation Impact Fees Oklahoma City, OK	2020	Luke Schmidt (Project Manager)	Evaluation of existing and future mobility deficiencies, congestion mitigation recommendations, and planning level cost estimates to be funded by Transportation Impact Fees	No	Mobility study	City of Oklahoma Eric Wenger 405.297.3486
CapMetro Urban Rail Travis County, TX	2015	Kyle Keahey (Project Manager)	Alternatives analysis with a sharp focus on the FTA New Starts evaluation criteria	No*	Alternatives Analysis	Capital Metro Javier Arguello** 512.770.4759

*Efforts followed FTA CIG guidelines

**Mr. Javier is no longer with Capital Metro

Project Name, Location	Completion Year	Key Staff Involved	Type of Project/Brief Description	Project Used to Secure Federal Funds?	Services Performed/ Specific Project Role	Client/Name and Phone Number of Reference
Wave Streetcar Fort Lauderdale, FL	2018	Greg Kyle (Project Manager), Zach Teague (Project Engineer), Bobby Valentine (Visualization Specialist)	Fixed guideway Wave Streetcar and new station sites in Downtown Fort Lauderdale in Broward County, FL	Yes	Alternatives Analysis, Environmental Assessment, FTA Small Starts application, Engineering, cost estimates, Land Use and Planning	Florida Department of Transportation (District 4) Robert E. Bostian, Jr., P.E. 954.777.4427
Miami River-Miami Intermodal Center Capacity Improvement (MR-MICCI) Miami, FL	2015	Greg Kyle (Project Manager)	Addition of mainline track(s) to the Tri-Rail Miami Airport Station, which in the future will be accommodated within the Miami Intermodal Center's Miami Central Station.	Yes	Alternatives Analysis, NEPA, and FTA Funding Application Support	South Florida Regional Transportation Authority Loraine Kelly-Cargill, AICP 954.788.7921
Northstar Commuter Rail Minneapolis, MN	2011	Paul Danielson (Project Manager), Brian Smalkoski (Project Planner), Jeanne Witzig (Environmental Lead), Jessica Laabs (Public Involvement Specialist)	Northstar Commuter Rail Project including BNSF coordination, LRT extension, six-new stations, and new maintenance facility	Yes	Overall Project Management, Planning, NEPA document, coordination with BNSF, FTA Small Starts Application, Cost Estimates, and Design	Metro Transit Mark Fuhrmann 612.373.3810
Durham-Orange Light Rail Transit Station Area Planning Durham and Orange, NC	2018	Brad Lonberger (Deputy PM, Lead Urban Designer)	TOD and station area planning, urban design, and value capture analysis for 19 stations along the planned D-OLRT line.	Yes	TOD Planning, Affordable Housing Policy, Joint Development Policy, Value Capture Analysis, Conceptual Design, Zoning Analysis and Writing	GoTriangle Patrick McDonough 919.259.2464

Project Name, Location	Completion Year	Key Staff Involved	Type of Project/Brief Description	Project Used to Secure Federal Funds?	Services Performed/ Specific Project Role	Client/Name and Phone Number of Reference
WMATA Flexible Metrorail Operations Analysis Washington D.C.	2019	Melissa DuMond (Project Manager)	Comprehensive rail network operations plan to identify operational/ capital improvements	No	Service goals development, ridership and revenue modeling, identify opportunities and constraints, Best practices research	Washington Metropolitan Area Transit Authority Kevin Combes 202.962.1843
Celina Downtown Master Plan Celina, TX	2019	Abra Nusser (Project Manager)	Downtown Master Plan including award-winning public engagement	No	PM, Planning, Design, Community Engagement, Market/Economics	City of Celina, TX Alexis Jackson, AICP 214.949.6446
Robert Street Transitway Dakota County, MN	2016	Brian Smalkoski (Project Manager), Paul Danielson (Principal-in-Charge), Chelsey Hendrickson (Project Planner)	The Dakota County Regional Railroad Authority and the Ramsey County Regional Railroad Authority study of transit service options	No*	Alternatives Analysis, Community Outreach, Conceptual Engineering	Dakota County Regional Railroad Authority Joe Morneau 952.891.7986
Cox McLain CapMetro Project Connect Blue Line and Gold Line Travis County, TX	2020	Ashley McLain (Project Principal and Project Manager)	CapMetro planning process for major enhancements to Austin's transit infrastructure	No*	Environmental Analysis Memorandum, Alternative Analysis, Bridging Document, and Planning and Environmental Linkages study	HNTB Sara Hage 312.798.0347

**Efforts followed FTA CIG guidelines*

Project Name, Location	Completion Year	Key Staff Involved	Type of Project/Brief Description	Project Used to Secure Federal Funds?	Services Performed/ Specific Project Role	Client/Name and Phone Number of Reference
DB E&C Caltrain Business Plan San Carlos, CA	2019	Yoav Hagler (Project Manager)	Caltrain 2040 Service Vision Plan to determine operations plan of commuter rail corridor from Gilroy to San Francisco	N/A	Service and Operations Planning exploring long-range investments to increase service over time	Caltrain Sebastian Petty 650.622.7831
InfraStrategies Link Union Station Project Los Angeles, CA	2018	Jeff Boothe (Strategic and Financial Advisor)	LA Union Station multimodal transit and passenger rail planning and expansion project.	No	Financial and grant funding strategy and analysis to secure \$400M state grant	Los Angeles County Transportation Authority Jeanet Owens 213.922.6877
Shiels Obletz Johnsen Sugar House Streetcar Salt Lake City, UT	2016	D.J. Baxter (as Executive Director of the Redevelopment Agency of Salt Lake City), Project Lead	Streetcar & Greenway Development TIGER II Grant Awarded 2010	Yes	Alternatives analysis, NEPA, FTA TIGER Grant, Outreach, Design, Implementation Oversight	Redevelopment Agency of Salt Lake City Ralph Becker 801.550.2812
Cambridge Systematics VIA Comprehensive Professional Services San Antonio, TX	2019	Rachel Copperman (Modeling Lead)	Complete VIA Vision 2040 Long Range Plan	No	Development of network purpose and need, STOPS and regional travel demand models to forecast ridership and regional mobility benefits, comprehensive network analysis	VIA Metropolitan Transit Timothy Mulry 210.299.5918



CAPABILITY OF KIMLEY-HORN

KIMLEY-HORN CAPABILITY, EXPERIENCE, AND UNIQUE QUALIFICATIONS

Kimley-Horn is a full-service planning and engineering firm that specializes in transit projects across the United States. Our services include commuter rail, heavy rail, light rail and bus rapid transit planning; alternatives analysis/major investment studies; route planning and station location; transit operation planning; community engagement; transit facilities; bus operations planning; and travel demand. Kimley-Horn is a leading consultant in the planning, design, implementation, and construction management of transit/rail corridor extensions and improvements, including alternatives development, state/federal environmental documentation, traffic engineering, and civil engineering. Comparable transit agencies that we regularly serve include the South Florida Regional Transportation Authority (West Palm Beach-Miami), Metro Transit (Twin Cities), Santa Clara Valley Transportation Authority (San Jose), San Diego Association of Governments / Metropolitan Transit System (San Diego), LA Metro (Los Angeles), and Washington Area Metropolitan Transit Authority (Washington, DC).

LOGISTICS OF THE TEAM



Liz Scanlon

Our team will be led by Project Manager Liz Scanlon, a national transit expert located in San Jose, CA. Liz offers the RTA of Central Oklahoma 19 years of experience in project delivery for federally funded transit projects. Her successful portfolio includes leadership roles on projects involving transit planning, land use, environmental compliance, stakeholder and public engagement, and major capital program development and delivery. In addition, Liz has worked extensively with the FTA on projects funded through the Capital Investment Program. Liz will work in close partnership with Deputy Project Manager Luke Schmidt, P.E., PTOE. Luke – an Oklahoma City resident – currently serves as Kimley-Horn's



**Luke Schmidt,
P.E., PTOE**

Oklahoma Transportation and Mobility Lead. His experience working in all RTA member cities affords him in-depth knowledge of this project's history and desired outcomes. Together, Liz and Luke will lead a team of highly qualified individuals with proven experience required for this project. They will work together to allocate appropriate local and national resources based on project needs and will provide regular oversight of the activities undertaken by the subconsultants selected for this team. Our team includes subconsultants that act as seamless team members able to provide their specific areas of expertise when required. Liz and Luke, your primary points of contact, will coordinate all team members' efforts and deliverables. At the outset of the project, our team will conduct a project initiation meeting with team members to coordinate the project plan including milestones, and deliverables. Regularly scheduled project coordination meetings will

be held to make sure that efforts remain on track with the project plan. Kimley-Horn will review work performed by subconsultants as part of our Quality Control standards.

Liz and Luke know that a clear definition of responsibilities and frequent communication are key to successfully delivering a project of this size and complexity. Liz and Luke will meet regularly with the RTA of Central Oklahoma for all major meetings and will maintain focus on the project's big picture path and strategy. She will be responsible for keeping project deliverables in line with FTA expectations and positioning the project as a strong candidate for the Capital Investment Grant Program. Luke will attend technical meetings with municipalities and regional partners such as ACOG, leveraging his local knowledge and mobility expertise to help navigate important project components such as station area and land use analysis.

SUBCONSULTANTS

Cambridge Systematics (Cambridge) will provide travel demand modeling. Cambridge has developed travel forecasting guidelines with the FTA and supports the FTA as it devises strategies to increase ridership. Cambridge is also well versed in the use of STOPS to supplement traditional four-step models.

Cox|McLain Environmental Consultants (Cox|McLain), an OK-certified DBE firm, will support NEPA strategy and documentation efforts. Cox|McLain offers the RTA a variety of transit and local experience, from initial study area definition, to constraints identification, to alternatives analysis support, and NEPA documentation whether it be for a CE, EA, or EIS.

DB Engineering & Consulting USA (DB E&C) will assist with operations planning for this project. DB E&C offers RTA a successful history of developing solutions to freight and passenger capacity projects on the BNSF network. DB E&C has worked with BNSF on projects in Chicago, Los Angeles, San Diego, California's Central Valley, and Seattle. Each of these locations are critical locations to BNSF's freight franchise and host popular commuter and regional passenger services. The foundation of DB E&C's success is the ability to blend the needs of BNSF to provide critical, essential freight rail service with the demands of a reliable, affordable mobility service to the traveling public.

Frontier Land Surveying, an Oklahoma DBE firm, serves as our local survey partner providing corridor right-of-way inventory services. Frontier's project manager, Adam Hinds, LS, has experience working on rail projects, including the I-40 Realignment in Oklahoma City.

InfraStrategies will assist with FTA CIG program and funding strategies. Kimley-Horn partners with InfraStrategies on transit projects across the country, relying on their extensive experience with infrastructure project development, funding and finance, financial analysis and planning, organizational development, innovative project delivery, and public-private partnerships (P3s). InfraStrategies staff have served as financial directors and senior advisors at three of the top major engineering and planning firms, held leadership positions at the USDOT and FTA, and have led some of the nation's largest transportation agencies.

Shiels Oblatz Johnsen (SOJ) specializes in the planning and execution of transit projects, and the management of development projects for public, private, and non-profit clients. SOJ has navigated very challenging, high visibility projects through the planning, financing, site selection and acquisition, design, permitting, and construction process. SOJ's portfolio includes Economic Development evaluations for the OKC Streetcar Corridor Alternatives and Development Analyses project.

We are committed to exceeding the 2% DBE goal through a meaningful partnership with Cox|McLain and Frontier.

SIMILAR PROJECT

WAVE STREETCAR AA/EA & PROGRAM MANAGEMENT

Project Background

The proposed Wave Streetcar is a 2.57-mile modern streetcar system with 10 stations. The Wave Streetcar will serve the highest concentration of activity-generating uses, including government, education, shopping, recreation and entertainment centers within the downtown core. The Wave Streetcar will also help forge connections between the newest areas of transit-oriented development and existing neighborhoods that are targeted for revitalization. The Project included the Alternatives Analysis (AA) and Environmental Assessment (EA) continuing through the Project Development (PD) phase as an FTA Small Starts project. The AA/EA was completed in 2012 and the project subsequently progressed through Preliminary Engineering (PE). A Supplemental EA was completed in 2015 to address changes to the project including a new location for the vehicle maintenance and storage facility (VMSF). A Small Starts Grant Agreement was executed for the project in 2017.

Kimley-Horn's Role in the Wave Streetcar

Kimley-Horn was selected by the South Florida Regional Transportation Authority (SFRTA) in 2011 to help the agency and partners complete the NEPA process. During this timeframe, SFRTA assumed the lead role on the project from the Fort Lauderdale Downtown Development Authority (DDA). Kimley-Horn advanced technical work started by the

DDA and confirmed the work was performed and documented consistent with FTA requirements for PD. Kimley-Horn prepared the AA/EA document, led the project through the formal Public Hearing process, and drafted the Finding of No Significant Impact on behalf of the FTA to document the environmental finding and measures to minimize harm. Upon completion of the NEPA process, Kimley-Horn was selected to serve in a Program Management role which included a lead role in PE (30% design), successful funding applications (Small Starts and TIGER grants), and FTA reporting and coordination with the Project Management Oversight Contractor (PMOC).

From the outset, the project was envisioned to provide a sustainable and permanent transportation investment to anchor the future growth, implement a major transportation component of the adopted comprehensive plans of the City of Fort Lauderdale and Broward County, and spur economic development by enhancing mobility options for the current and future population.

Working closely with our client and stakeholders, we helped refine a two-tiered approach for the documentation of the evaluation of alternatives. The approach included a No-Build Alternative, Transportation System Management Alternative, and 11 Transit Circulator (Build) Alternatives during the Tier 1 analysis. Based on several factors including ridership potential, costs (capital and operations and maintenance (O&M), and engineering constraints, the most promising Build Alternatives were advanced to Tier 2. During Tier 2, the remaining Build Alternatives were refined with a focus on providing the service best able to meet travel demands and project goals and objectives, balanced against cost considerations. Additional evaluation criteria applied in the evaluation of the Tier 2 Alternatives included operational considerations,

environmental constraints, and transportation effectiveness.

We concisely documented the technical analysis for the evaluation of alternatives. Ultimately, a modern streetcar technology was selected as the Locally Preferred Alternative (LPA) for the project.

After the selection of the LPA, our team completed the environmental documentation. **A key element of this project's success was understanding the community's concerns.** Project impacts, such as temporary detours and access restrictions during construction (including the need to close a bridge over the New River for several months to implement improvements necessary to accommodate the streetcar) were primary community concerns. To mitigate and assuage these concerns, we emphasized project benefits including spurring increased economic activity along the alignment, enhancing mobility for transportation disadvantaged, and increasing accessibility to employment opportunities. The EA was packaged together with the AA to streamline the review process and obtain the NEPA clearance for this project. Kimley-Horn was responsible for leading the project through the formal Public Hearing process preparing meeting notices, a formal video presentation, and fully staffing the hearings.

Our team also completed the required components for FTA Capital Investment Grant award including preparing PE plans, capital and O&M cost estimates, the project financial plan, and all required grant documents. The project ultimately sought FTA funding through the Small Starts Program to complement funding obtained through a TIGER grant. **Kimley-Horn led the preparation of the Small Starts templates receiving a Medium-High rating** and subsequently prepared the support documents steering the project through the PMOC's readiness review and the execution of a Project Construction Grant Agreement.



Key Project Components:

- Alternatives Analysis
- NEPA Documentation
- Successful Funding Applications
- FTA Capital Investment Grant
- Stakeholder and Community Engagement



APPROACH TO THE PROJECT

Kimley-Horn understands that a significant effort has already been completed toward the goal of bringing high-capacity transit to the Oklahoma City region. In our review of the 2015 Commuter Corridors Final Report, there is a tremendous foundation to build upon to update the Alternatives Analysis (AA) and advance into Project Development. Kimley-Horn will build upon the work already completed to provide a focused, concise update of the AA to arrive at the updated Locally Preferred Alternatives (LPA) and advance the priority project(s) into the environmental review process.

PROJECT SCHEDULE

The schedule on the following page highlights the major activities and key milestones required to update the alternatives analysis and LPA definitions for the rail corridors in the Central Oklahoma. We have identified the necessary steps to complete the AA update based on the scope of work and our proposed approach that will lead to LPA revisions for the South, North, and East Corridors. We have identified a CIG/Implementation Strategy Task that is critical to defining the ultimate program definition and sequencing of projects. This activity will be essential to determining which project or program of projects will be advanced into the NEPA process.

We also recognize the importance of public outreach activities during the AA process, and throughout the NEPA documentation efforts.

We have identified a number of outreach activities (regular Stakeholder Advisory Committee (SAC) meetings, website updates, public outreach events/workshops) that may be considered throughout the process. While we recognize that these activities are scalable in terms of frequency or budget, they are critical to the successful advancement of this program, particularly when the projects enter into the NEPA review and approval process.

PROJECT MANAGEMENT AND PROJECT KICK-OFF

Kimley-Horn has extensive experience with managing transit projects during all phases of project development. We will develop an overall Project Operations Plan (POP) in accordance with the RTA's requirement and FTA guidance. The POP will establish a project document control system to provide a logical system for the storage and retrieval of electronic files. There also will be an external ShareFile system that will be accessible to RTA, RTA's Owners Representative, sub-consultants, and other stakeholders. The ShareFile site will be used to store a Project Technical Library, externally focused project correspondence, and project materials including presentations, meeting notes, and draft and final deliverables.

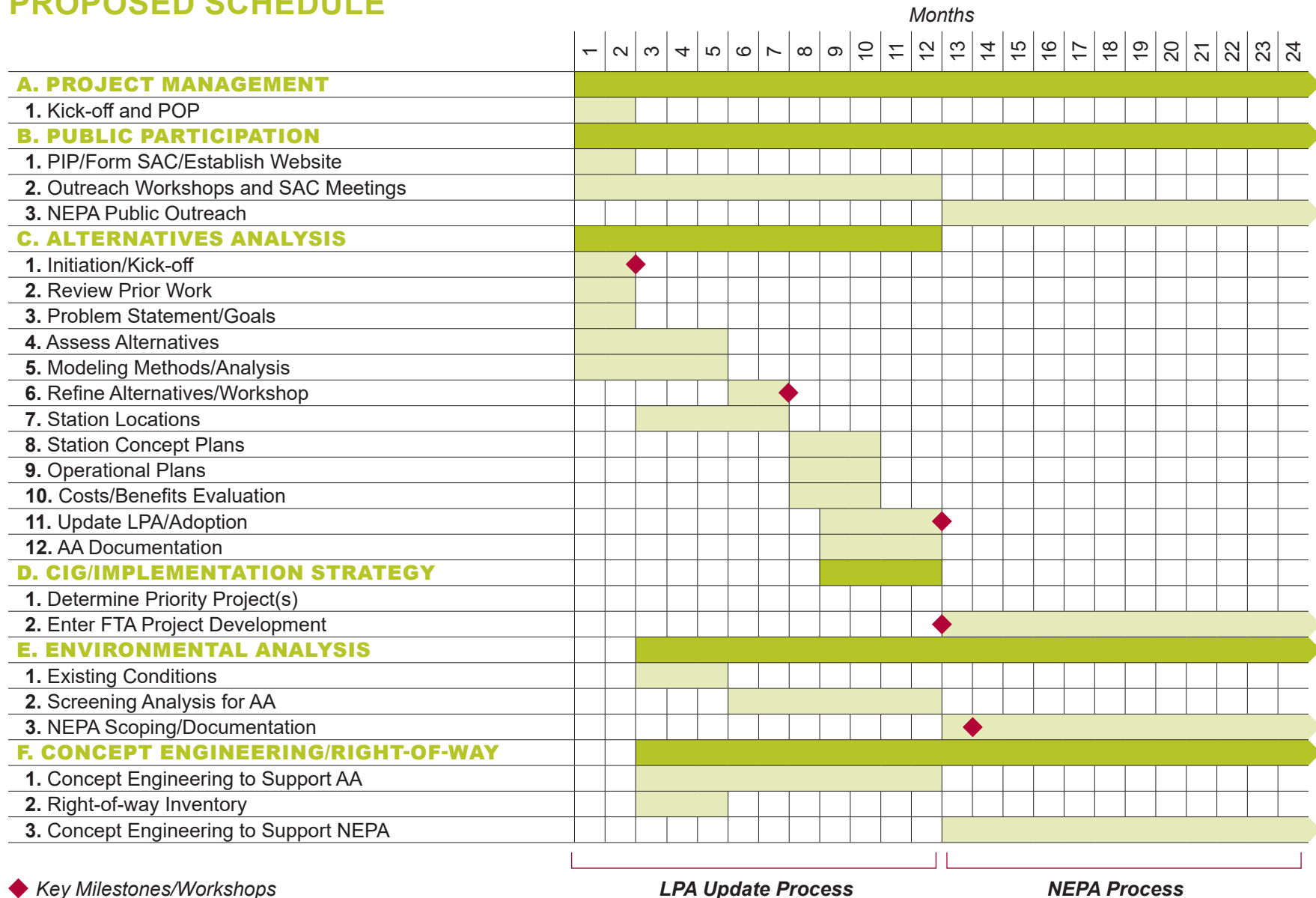
Kimley-Horn will also prepare a Quality Management Plan (QMP) providing comprehensive documentation of our quality control/quality assurance (QC/QA) approach

that includes Kimley-Horn's total quality management program. The QMP will be clearly communicated to our sub-consultants and Kimley-Horn will conduct independent quality reviews of sub-consultant products. The objective is to ensure that each project deliverable is properly reviewed and checked for accuracy and will be satisfactory to RTA and the FTA.

Kimley-Horn will use our firmwide management information system to prepare monthly progress reports and invoices. Our accounting system is highly automated, with online time recording capability, and real-time access for the project manager to review project financials.

Within the first 60-days, Kimley-Horn will facilitate a **success management workshop** with the RTA Board of Directors, RTA Owner's Rep, and key staff to set expectations, discuss project goals/objectives, and review the schedule. **This important step ensures we are aligned for success.**

PROPOSED SCHEDULE



PUBLIC ENGAGEMENT

Success for the AA and the updated LPAs will require transparency throughout the process, receiving feedback to align the project with community priorities and values, and providing clear, regular, and easy to understand materials. We will begin with a Public Involvement Plan (PIP) that conforms to RTA and FTA requirements. We will outline a collaborative engagement process that will work with the SAC, the RTA Board of Directors, and local communities. We will build on what has already been done to maintain momentum.

Our talented team of communications experts will have a seat at the table with our technical team in order to develop innovative content to effectively communicate every aspect of a project. Graphic design is a powerful way to effectively communicate what would otherwise be viewed as complex information to technical and nontechnical audiences. Kimley-Horn's storytelling specialists will work with RTA to develop professional exhibits, such as renderings, to educate, engage and inform the SAC, RTA board members, elected officials, regional stakeholders, business representatives, and the public as the project steps through each phase of the process.

Key Public Involvement Tools Kimley-Horn will create:

- Project Website
- Branded Templates
- Comment Form and Tracking database
- Factsheets and FAQ's
- English Language Proficiency materials

Following the project kick-off, the Kimley-Horn team will consult with RTA and the SAC to prepare an up-to-date stakeholder database that includes relevant stakeholders from the Commuter Corridor Study as well as suggest prospective new stakeholders. This database will be updated continuously throughout the planning and design process and will serve as the distribution list for branded email notifications to inform stakeholders of project meetings, milestones, progress, and accomplishments as well as to solicit input.

ASSESSMENT OF PRIOR STUDIES

Quite a lot of work has been completed to inform the AA update efforts, including the 2015 Commuter Corridor Final Report. Kimley-Horn will perform a review of various existing studies and plans to bring forward what is most relevant and informative to our study, to utilize as foundational work in the alternatives development and to build upon for technical assessment. We will meet with each city to discuss existing plans to understand land use, connectivity and transportation plans, economic and demographic forecasts, existing and future development plans, right-of-way and utility data, and community impact areas. Understanding the previous work, and the current expectations of the cities and regional partners, will help our team craft a concise, clear and nuanced set of goals and objectives. This is an important activity that will fundamentally guide the alternatives analysis process.

ALTERNATIVES ANALYSIS PROCESS

The completion of a thorough AA is critical not only for establishing regional priorities and projects that best serve the community's future mobility needs, but also in terms of securing Federal funds. Though AAs are no longer officially required by FTA prior to entering into the Project Development Phase, the project sponsor must define the proposed project to provide a clear purpose, need, and expected outcomes/benefits.

Using the information from past studies as the starting point, Kimley-Horn will take a two-step process for the alternatives analysis. First, we will establish evaluation criteria to guide the analysis which will be based upon the defined goals and objectives. The criteria would include both qualitative (land use, station area inputs, etc) and quantitative (ridership, travel time, cost, etc) measures and can include a mix of weighted and non-weighted measures. The initial definition of alternatives would be built upon the 2015 Commuter Corridor LPAs to bring forward previously studied options. We would take a first level assessment to reconfirm merits of the previous work and quickly zero in on viable alternatives to further examine. During this time, our modelers, station area, operations, and environmental analysts will dive into specific assessment subjects. The second step of the process would be to take a slightly deeper dive into the alternatives to examine for fatal flaws, major areas of concern, optimization, and overall performance. Benefits for each alternative will be identified and evaluated, including ridership, equity, and

Problem Statement Goals and Objectives, and Evaluation Factors

overall effectiveness in meeting the project's purpose and community needs. We will also engage our engineering team to assess the physical infrastructure and update the cost estimates. Our FTA experts will provide guidance throughout to provide input on how the emerging alternatives would be viewed by FTA. We expect that the second step will provide sufficient refinement to realize an emerging set of LPAs. The final step would be to complete a refinement, particularly relative to the number and locations of stations and the project's operating characteristics.

Kimley-Horn's approach relies heavily on stakeholder and public outreach. We would provide updates and presentations to the RTA and the SAC to ensure that our work is transparent and guided by input. We anticipate at least three community engagement points during the AA process: an initial reintroduction to the project, the results of the alternatives refinement, and presenting the LPA recommendations.

STATION AREA ANALYSIS

The 2015 Commuter Corridors Final Report concluded with recommendations for station locations for each project corridor. We will first review the materials from the previous study, and then engage with each city to determine the current ambition for these areas relative to transit, land use, and economic development. We will need to understand if these locations are still preferred to assess the opportunities

Definition of Alternatives

Methodologies

Analysis

Selection of LPA

Alternatives Analysis Final Report

that the cities have to create more transit-supportive activity centers. Crafting the appropriate land use strategy along transit corridors and at station areas requires a deep understanding of the local and state policy, market environment, and the community values related to transit.

Station area analysis will also need to be analyzed through an operational performance lens to ensure that the number of stations and their locations are optimal for the proposed transit mode. Best practice recommendations for station spacing, for example, is important to the overall performance efficiency for rolling stock. Commuter rail vehicles operate very differently than light rail so stations spaced too closely can degrade transit vehicle performance, thereby impacting overall travel time and ridership. We noted, for example, that the average station spacing is 2 miles for the North and South Corridors, which is considered very close spacing for commuter rail operations. Kimley-Horn, along with our teaming partner DB Engineering & Consulting, have performed similar analyses. The operational planning iteration will help inform service parameters to inform station location selection.

RAIL OPERATIONS PLANNING

Kimley-Horn has partnered with DB Engineering & Consulting (DB E&C) to develop the operations plan. We believe that operations

planning is critical to support the AA process. We have created an Operations & Development team, led by Melissa DuMond, to create an iterative operations planning process to inform the AA process. We believe this will enhance the process by setting clear objectives for service delivery from the outset. Working together with our station planning team, we will assess scenarios to respond to market needs and work within a realistic set of operating parameters and infrastructure availability to provide the best service for the users.

DB E&C will utilize a conceptual planning tool, Viriato, that allows the rapid assessment of multiple alternatives. Working with the RTA and the SAC, we will define a set of service goals and desired outcomes. These go hand in hand with the market analysis and ridership forecasts to assess alternatives against the stated project goals. These parameters can include peak and off-peak frequency goals, headways, station hierarchy, passenger experience, and travel times.

The objective of operational planning during alternatives development is to optimize the potential benefits and performance of transit corridors. This process will also identify potential tradeoffs among service, operations, and infrastructure which will aid in the decision-making process for the LPAs.

We understand that corridors potentially use Burlington-Northern Santa Fe Railroad (BNSF) right-of-way (North and South Corridors adjacent to and East within

abandoned corridor). Our team brings extensive experience in working with freight corridor owners, including BNSF, as well as FRA. Melissa DuMond and Corey Hill both held leadership positions with the FRA and were part of the recent negotiation of rail line acquisition in Virginia with CSXT.

RIDERSHIP FORECASTING

Kimley-Horn has teamed with Cambridge Systematics for this project to complete the travel demand modeling. Ridership forecasts are an important element of fixed guideway transit planning, environmental impact analysis, and project justification. Successful forecasts accurately portray the benefits for the project and the impacts that its implementation will have on mobility, transit ridership, and the parallel roadway system.

As part of this task, we will review the Oklahoma City Area Regional Transportation Study (OCARTS) travel demand model (TDM). We will focus the review on base year and forecast years' demographic data, highway and transit networks, and highway skims. We will also review the structure and parameters of the mode choice model. We recommend using the FTA Simplified Trips-on-Project

Software (STOPS), as the primary model for developing transit ridership forecasts for the corridors. Developing forecasts utilizing STOPS will ensure that the resultant ridership is acceptable to FTA for a New or Small Starts project evaluation. The STOPS model will be calibrated to the region for an agreed upon base year and used to produce base and forecast year ridership projections for the project alternatives. For each alternative, the TDM will be calibrated to match ridership of each alternative and then will be utilized to produce additional transportation system performance metrics not available as STOPS outputs. Cambridge has extensive experience with the STOPS modeling for FTA-funded projects. No one knows this model better.

LPA SELECTION

Following the evaluation of alternatives, and prior to initiating NEPA scoping, we propose to undertake key policy steps to prepare for embarking on the federal funding process. FTA discretionary funds are highly competitive, so we encourage our clients to be extremely organized and well prepared to enter into the pipeline to make a good impression on FTA. We believe that the Project Definition is critical to doing this. The focus of the LPA may be multiple projects, or multiple phased investments in multiple corridors. As we prepare the recommendation for the LPA, we propose to also put forth a Program of Projects strategy for adoption into the Fiscally Constrained Plan. Working with RTA and ACOG, we will help determine the priorities, sequencing, funding plan, and strategy to implement. While we do not know the outcome

of the LPA, one possible example outcome might be to initiate limited-stop service from Norman to Edmond via Oklahoma City with a longer-range plan to add stations as ridership grows. This is a critical step and we would coalesce the public engagement input regarding benefits and priorities, market assessment and land use, travel model forecasts married with costs for cost-benefit projections, and operating parameters and performance. All of these data points will help to develop the right strategy to advance into the FTA Project Development process.

FTA CAPITAL GRANT PROGRAM STRATEGY

We understand that the RTA anticipates requesting FTA capital funds. The strategy for the CIG process should start early in the process rather than at the end of it. We are national experts in navigating the FTA CIG process. We will begin thinking about the CIG strategy at the outset given the complexity of the multi-year process. This is to ensure that we have carefully devised the appropriate strategy and completed the necessary work to help RTA successfully engage with FTA. For example, FTA will expect demonstration of the local funding commitment and a sponsor with the financial capacity to complete the project, as well as operate it. The adoption and confirmation of the LPA(s) into the fiscally constrained plan as well as a proposed program of projects prioritization will provide a clear path for CIG funding consideration.

Our team knows what FTA expects of project sponsors. Our experts collectively bring the RTA

Defining Transit Operations:

- How frequent?
- How fast is the trip?
- How often during the commuter hours?
- How many people might use it?

an unsurpassed level of federal transit expertise from a variety of perspectives. FTA will expect robust cost estimates, clear leadership and support, and technical capacity to deliver the project. Early in the project, we will work to maximize the CIG rating by closely collaborating with the RTA and other stakeholders by aligning with technical requirements through the AA process, the environmental review, and public outreach efforts.

NEPA DOCUMENTATION

Following the selection of the LPAs and the development of the project implementation strategy, the Kimley-Horn team will advance the project(s) into and through the NEPA review process. Kimley-Horn has a proven record of working with FTA and local project sponsors to advance projects through the environmental review process – whether that approach is a categorical exclusion (CE), environmental assessment (EA), or environmental impact statement (EIS). The potential use of the BNSF corridor will likely involve the FRA as an interested party, which can add some complexity.

FTA CIG process is highly competitive. Our team will help position RTA:

- Clear project definition
- Sound cost estimates
- Demonstrated local financial commitments
- Achievable schedule
- Understand risks early on
- Strong local and regional support

The Kimley-Horn team brings experts that have successfully helped transit projects nationwide receive more than \$9 billion in CIG funds.

Kimley-Horn teamed with Cox McClain for this project because we have a strong teaming partnership and we are familiar with applicable federal, state, and local environmental regulations surrounding transportation projects. As part of the AA and NEPA, we will utilize GIS to perform iterative, targeted and robust analysis. We will prepare environmental constraints mapping for each corridor, and then build upon that mapping to conduct greater level of detail analysis as the alternative's definition and selection advances. We propose preparing an annotated outline of the environmental document to clearly define critical resources and set the road map for successfully completing the required environmental documentation. Our team brings extensive experience and expertise in all resource areas for NEPA documentation.

Our approach to environmental coordination is centered around developing relationships and an open dialogue with key staff at FTA. Our experience shows that early face-to-face coordination is the most effective way to identify and address concerns and move the NEPA process along as efficiently as possible.

TEAM COLLABORATION

The Kimley-Horn team has significant experience managing large teams to deliver on multiple work streams concurrently. We are known by our clients as Project Managers who are versatile and cooperative as a project goes through the delivery process. Kimley-Horn is unique among most consulting firms because we are an employee-owned, one-profit-center company. This benefits RTA because we are able and committed to offering you the best qualified professionals regardless of location. It allows us to leverage our national and local expertise to deliver RTA the best project.

Kimley-Horn is devoted to providing excellent client services to deliver the vision of the our clients. Partnership is everything within our firm culture – both internally, with our sub-consultants, and most importantly, with our clients. This means that will work as a team to deliver this project. We will listen to and understand your direction, manage deliverables, provide regular status updates, and keep the project on time and within budget. Our Project Manager and Deputy Project Manager will operate where “no light shines” between them to ensure that the work conducted in remote locations are in alignment with local expectations. As a firm, we utilize web-based tools as a matter of business course, including Microsoft Teams for daily team communication and coordination.

RISKS, CHALLENGES, CONFLICTS AND POTENTIAL MITIGATION

RTA ALTERNATIVES ANALYSIS MAP

Kimley-Horn has examined the study corridors and has identified challenges and constraints and areas of opportunity. These will be examined as part of the AA and NEPA process



1 Areas along the BNSF right-of-way are narrow and close to nearby residential neighborhood. Mitigation measures like barriers, or sound dampening may be needed.

2 Multiple bridge crossings will need to be closely examined including proximity to the Kilpatrick Turnpike, I-44, and 36th Street.

3 Design solutions may be needed for the interface with the recent ODOT project that included a new rail truss.

4 Further exploration of the Classen Streetcar extension will be a significant opportunity to connect communities with new transit mode.

5 Opportunity for smart land use, transit and mobility connections which is viewed favorably by FTA CIG Rating Assessment.

6 Transit service to OK's largest employer is a significant opportunity, but interfaces with military installations create challenges that will need to be factored into the Project Schedule for NEPA and delivery.

7 Former Crossroads Mall is an opportunity site for future station and TOD.

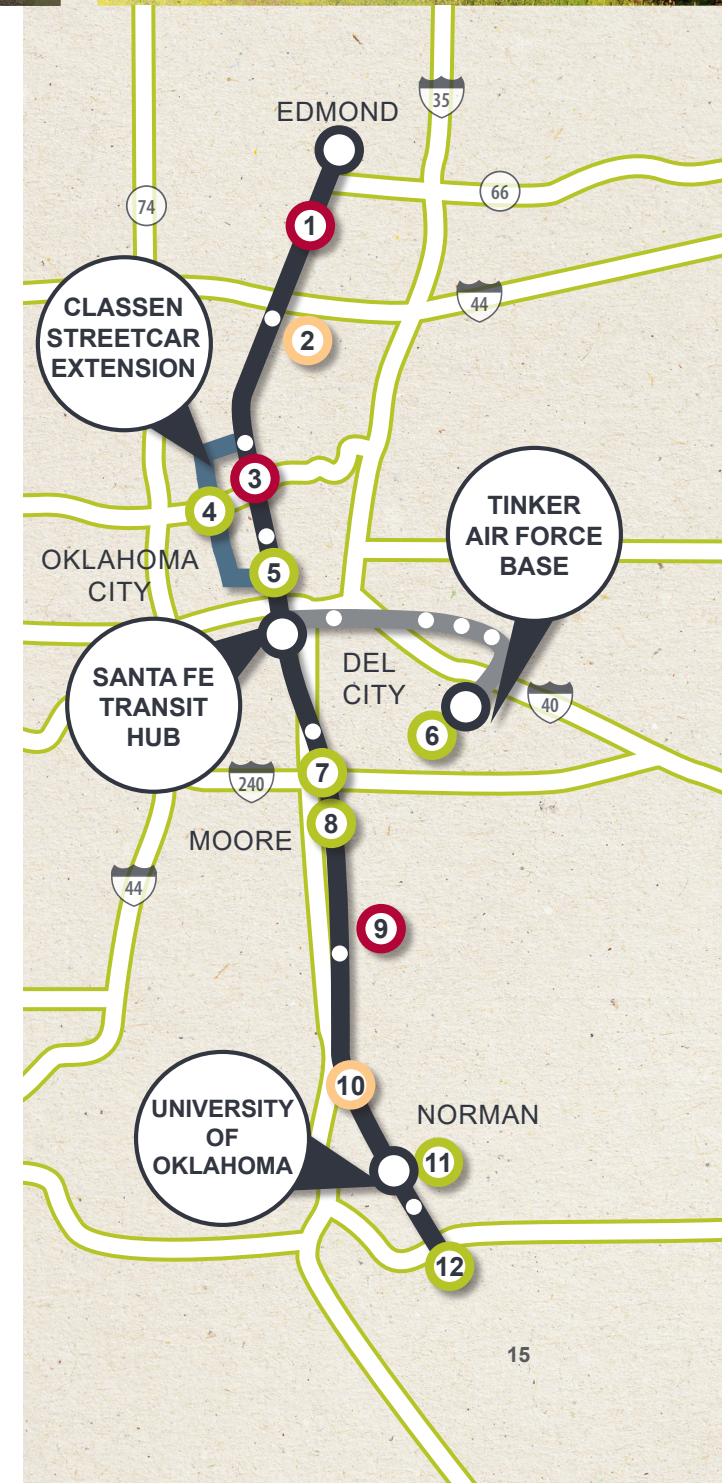
8 BNSF Railyard could be shared use with new passenger rail.

9 Proximity to residences or sensitive areas may require mitigation.

10 Crossings and right-of-way constraints along the corridor may require creative design solutions such as Robinson Street.

11 Downtown Norman poses excellent land use and economic development opportunity and area for high ridership capture with employment centers such as OU.

12 Exploration of potential sites for maintenance facility within the corridor.



ATTACHMENT B

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

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Liz Scanlon*	Kimley-Horn	Project Manager	N/A	N/A	N/A	Master of City and Metropolitan Planning
Luke Schmidt*	Kimley-Horn	Deputy Project Manager	Professional Engineer PTOE	PE/28691	TX PE/120384 PTOE/4778	Bachelor of Science
Kyle Keahey	Kimley-Horn	QA/QC Review	Amer Instit Cert Planners	N/A	AICP/013399	Master of Regional and City Planning
Greg Kyle	Kimley-Horn	Major Task Lead: Alternatives Analysis	Amer Instit Cert Planners	N/A	AICP/013000	Master of Science, Urban Planning
Brad Lonberger	Kimley-Horn	Major Task Lead: Station Location Planning	CNU Accredited LEED Accredited	N/A	N/A	Master of Architecture
Jeanne Witzig	Kimley-Horn	Major Task Lead: NEPA Strategy and Documentation	Amer Instit Cert Planners	N/A	AICP/8617	Master of Urban and Regional Planning
Melissa DuMond	Kimley-Horn	Major Task Lead: Operations Development Strategies	Amer Instit Cert Planners	N/A	AICP/153811	Master of Natural Resources and Public Administration
Abra Nusser	Kimley-Horn	Major Task Lead: Community and Stakeholder Outreach	Amer Instit Cert Planners	N/A	AICP/025822	Master of Public Administration
Jessica Laabs	Kimley-Horn	Purpose and need Statement	Amer Instit Cert Planners	N/A	N/A	Master of Science, Urban Planning
Brian Smalkoski	Kimley-Horn	Alternatives Selection Criteria and Process	Professional Engineer, PTOE, AICP, PTP	N/A	AZ PE/65544, PTOE/47531, AICP/022815, PTP/83	Master of Civil Engineering
Chelsey Hendrickson	Kimley-Horn	Alternatives Definition & Assessments	Amer Instit Cert Planners	N/A	AICP/028585	Master of Urban and Regional Planning
Lydia Leslie	Kimley-Horn	Station Area Location Analysis	Professional Engineer	PE/18432	N/A	Bachelor of Science
Steven Chester	Kimley-Horn	Land Use Assessment	N/A	N/A	N/A	Master of Urban and Regional Planning
Dennis Kearney	Kimley-Horn	NEPA Document Preparation	Prof. Trans. Planner	N/A	PTP	Bachelor of Science
Jill Gibson	Kimley-Horn	Community Outreach	N/A	N/A	N/A	Master of Arts

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

ATTACHMENT B

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

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Jackie Tidwell	Kimley-Horn	Stakeholder Engagement	N/A	N/A	N/A	Master of Urban Planning and Policy
Bobby ValeIntine	Kimley-Horn	Graphics/ Visualization	N/A	N/A	N/A	Master of Urban Planning and Policy
Paul Danielson	Kimley-Horn	Rail Transit Senior Advisor	Professional Engineer	N/A	MN PE/23197	Bachelor of Science
Zach Teague	Kimley-Horn	Conceptual Design	Professional Engineer	N/A	TX PE/23197	Bachelor of Science
Matt Gibson	Kimley-Horn	Conceptual Design	Professional Engineer	N/A	FL PE/69872	Bachelor of Science
Corey Hill	Kimley-Horn	Freight Rail/FRA Regulatory Compliance	N/A	N/A	N/A	Master of Public Administration
Darren Adrian	Kimley-Horn	Capital Cost Estimates	Professional Engineer	N/A	CA PE/C53031	Bachelor of Science
Rachel Copperman	Cambridge Systematics	Travel Demand Model	N/A	N/A	N/A	Ph.D., Transportation Engineering
Ashley McLain	Cox McLain	NEPA: Socioeconomic	Amer Instit Cert Planners	N/A	AICP/5785	Master of Science
Haley Rush	Cox McLain	NEPA: Physical Environment	Registered Prof Archeologist	N/A	RPA/989965	Master of Arts
Jarrold Powers	Cox McLain	NEPA: Natural Environment	N/A	N/A	N/A	Master of Science
Madeline Cole	Cox McLain	Mapping and GIS	N/A	N/A	N/A	Bachelor of Science
Yoav Hagler	DB E&C	Operations Plan	N/A	N/A	N/A	Master of Science
Adam Hinds	Frontier	Corridor Right-of-Way Inventory	Prof Land Surveyor	PLS/1781	N/A	Bachelor of Science
Jeff Boothe	InfraStrategies	FTA Capital Grant Strategy	N/A	N/A	N/A	Juris Doctor

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 B

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

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Sharon Greene	InfraStrategies	Cost/Benefit Analysis	N/A	N/A	N/A	Master Urban & Regional Planning
D.J. Baxter	SOJ	Program Development	N/A	N/A	N/A	Juris Doctor

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

STANDARD FORM (SF) 255 Architect-Engineer And Related Services Questionnaire for Specific Project	1. Project Name/Location for which Firm is Filing: Alternatives Analysis Update/Central OK	2a. <i>Commerce Business Daily Announcement</i> Date, if any: N/A	2b. Agency Identification Number, if any: SOL *																																
5. Firm (or Joint Venture) Name & Address: Kimley-Horn and Associates, Inc. 14101 Wireless Way Building A, Suite 150 Oklahoma City, OK 73134	3a. Name, Title & Telephone Number of Principal to Contact: Mr. Paul B. Danielson, P.E., Principal 651.645.4197																																		
	3b. Address of office to perform work, if different from Item 3: Please see attached list.																																		
4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel <u>to be utilized</u> on this project on line (A) and In-house personnel on line (B).																																			
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">(A)____ (B) <u>315</u> Administrative</td> <td style="width: 25%;">(A)____ (B) <u>20</u> Electrical Engineers</td> <td style="width: 25%;">(A)____ (B) <u>0</u> Oceanographers</td> <td style="width: 25%;">(A)____ (B) <u>143</u> CAD Operators</td> </tr> <tr> <td>(A)____ (B) <u>0</u> Architects</td> <td>(A)____ (B) <u>0</u> Estimators</td> <td>(A) <u>14</u> (B) <u>97</u> Planners Urban/Regional</td> <td>(A)____ (B) <u>2</u> Construction Managers</td> </tr> <tr> <td>(A)____ (B) <u>0</u> Chemical Engineers</td> <td>(A)____ (B) <u>5</u> Geologists</td> <td>(A)____ (B) <u>0</u> Sanitary Engineers</td> <td>(A) <u>2</u> (B) <u>159</u> Project Managers</td> </tr> <tr> <td>(A) <u>5</u> (B) <u>1527</u> Civil Engineers</td> <td>(A)____ (B) <u>11</u> Hydrologists</td> <td>(A)____ (B) <u>0</u> Soils Engineers</td> <td>(A)____ (B) <u>325</u> IT Specialists</td> </tr> <tr> <td>(A)____ (B) <u>13</u> Construction Inspectors</td> <td>(A)____ (B) <u>0</u> Interior Designers</td> <td>(A)____ (B) <u>141</u> Specification Writers</td> <td>(A)____ (B) _____</td> </tr> <tr> <td>(A)____ (B) <u>0</u> Draftsmen</td> <td>(A)____ (B) <u>115</u> Landscape Architects</td> <td>(A)____ (B) <u>77</u> Structural Engineers</td> <td>(A)____ (B) _____</td> </tr> <tr> <td>(A)____ (B) <u>2</u> Ecologists</td> <td>(A)____ (B) <u>16</u> Mechanical Engineers</td> <td>(A)____ (B) <u>17</u> Surveyors</td> <td>(A) <u>22</u> (B) <u>4264</u> Total Personnel</td> </tr> <tr> <td>(A)____ (B) <u>0</u> Economists</td> <td>(A)____ (B) <u>0</u> Mining Engineers</td> <td>(A) <u>1</u> (B) <u>311</u> Transportation Engineers</td> <td></td> </tr> </table>				(A)____ (B) <u>315</u> Administrative	(A)____ (B) <u>20</u> Electrical Engineers	(A)____ (B) <u>0</u> Oceanographers	(A)____ (B) <u>143</u> CAD Operators	(A)____ (B) <u>0</u> Architects	(A)____ (B) <u>0</u> Estimators	(A) <u>14</u> (B) <u>97</u> Planners Urban/Regional	(A)____ (B) <u>2</u> Construction Managers	(A)____ (B) <u>0</u> Chemical Engineers	(A)____ (B) <u>5</u> Geologists	(A)____ (B) <u>0</u> Sanitary Engineers	(A) <u>2</u> (B) <u>159</u> Project Managers	(A) <u>5</u> (B) <u>1527</u> Civil Engineers	(A)____ (B) <u>11</u> Hydrologists	(A)____ (B) <u>0</u> Soils Engineers	(A)____ (B) <u>325</u> IT Specialists	(A)____ (B) <u>13</u> Construction Inspectors	(A)____ (B) <u>0</u> Interior Designers	(A)____ (B) <u>141</u> Specification Writers	(A)____ (B) _____	(A)____ (B) <u>0</u> Draftsmen	(A)____ (B) <u>115</u> Landscape Architects	(A)____ (B) <u>77</u> Structural Engineers	(A)____ (B) _____	(A)____ (B) <u>2</u> Ecologists	(A)____ (B) <u>16</u> Mechanical Engineers	(A)____ (B) <u>17</u> Surveyors	(A) <u>22</u> (B) <u>4264</u> Total Personnel	(A)____ (B) <u>0</u> Economists	(A)____ (B) <u>0</u> Mining Engineers	(A) <u>1</u> (B) <u>311</u> Transportation Engineers	
(A)____ (B) <u>315</u> Administrative	(A)____ (B) <u>20</u> Electrical Engineers	(A)____ (B) <u>0</u> Oceanographers	(A)____ (B) <u>143</u> CAD Operators																																
(A)____ (B) <u>0</u> Architects	(A)____ (B) <u>0</u> Estimators	(A) <u>14</u> (B) <u>97</u> Planners Urban/Regional	(A)____ (B) <u>2</u> Construction Managers																																
(A)____ (B) <u>0</u> Chemical Engineers	(A)____ (B) <u>5</u> Geologists	(A)____ (B) <u>0</u> Sanitary Engineers	(A) <u>2</u> (B) <u>159</u> Project Managers																																
(A) <u>5</u> (B) <u>1527</u> Civil Engineers	(A)____ (B) <u>11</u> Hydrologists	(A)____ (B) <u>0</u> Soils Engineers	(A)____ (B) <u>325</u> IT Specialists																																
(A)____ (B) <u>13</u> Construction Inspectors	(A)____ (B) <u>0</u> Interior Designers	(A)____ (B) <u>141</u> Specification Writers	(A)____ (B) _____																																
(A)____ (B) <u>0</u> Draftsmen	(A)____ (B) <u>115</u> Landscape Architects	(A)____ (B) <u>77</u> Structural Engineers	(A)____ (B) _____																																
(A)____ (B) <u>2</u> Ecologists	(A)____ (B) <u>16</u> Mechanical Engineers	(A)____ (B) <u>17</u> Surveyors	(A) <u>22</u> (B) <u>4264</u> Total Personnel																																
(A)____ (B) <u>0</u> Economists	(A)____ (B) <u>0</u> Mining Engineers	(A) <u>1</u> (B) <u>311</u> Transportation Engineers																																	
5. If submittal is by JOINT-VENTURE list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm: (Attach SF 254 for each if not on file with Procuring Office.) N/A																																			
5a. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																			

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

Name & Address	Specialty	Worked with Prime before (Yes or No)
1) Cambridge Systematics, Inc. 505 E. Huntland Drive, Suite 550 Austin, TX 78752	Travel Demand Modeling	Yes
2) Cox McLain Environmental Consulting, Inc. 8401 Shoal Creek Boulevard, Suite 100 Austin, TX 78757	NEPA Strategy & Documentation	Yes
3) DB Engineering & Consulting USA, Inc. 770 L Street, Suite 1240 Sacramento, CA 95814	Operations Development Strategies	Yes
4) Frontier Land Surveying, LLC 600 W. 18 th Street Edmond, OK 73013	Corridor Right of Way Inventory	Yes
5) InfraStrategies, LLC 2211 Michaelson Drive, Suite 900 Irvine, CA 92612	Operations Development Strategies	Yes
6) Shields Obletz Johnsen, Inc. 1140 SW 11 th Ave, Suite 500 Portland, OR 97205	Transit Program Development	Yes
7)		
8)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project:	
a. Name & Title: Elizabeth A. Scanlon Senior Planner	a. Name & Title: Luke A. Schmidt, P.E., PTOE Transportation and Mobility Lead (OK)
b. Project Assignment: Project Manager	b. Project Assignment: Deputy Project Manager
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>2</u> With Other Firms <u>16</u>	d. Years experience: With This Firm <u>9</u> With Other Firms <u>0</u>
e. Education: Degree(s) / Year / Specialization Master / 2009 / City and Metropolitan Planning Bachelor of Arts / 2001 / Communication	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 2011 / Civil Engineering
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline 2016 / Professional Engineer, OK 2019 / Professional Traffic Operations Engineer
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> San Jose Station Planning Services, San Jose, CA – Program Manager Point of the Mountain Alternatives Analysis Study, Salt Lake City, UT – Senior Advisor San Mateo County Transit District, San Francisco Bay Area, CA* – Director of Caltrain Planning Honolulu Authority for Rapid Transportation, Honolulu, HI* – Director of Planning/Right-of-Way Utah Transit Authority, Salt Lake City, UT* – Environmental Compliance Specialist <p><i>*Work performed prior to joining Kimley-Horn</i></p>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Oklahoma City Convention Center Area Mobility Study – Oklahoma City, OK Oklahoma City Convention Center Parking Garage Circulation Study and Design – Oklahoma City, OK Oklahoma City Downtown Parking Study – Oklahoma City, OK Oklahoma City Core to Shore Parking Study – Oklahoma City, OK Citywide Transportation Impact Fee TIA – Oklahoma City, OK Transportation Impact Fee – Intersection Improvements – 6 Intersections – Oklahoma City, OK NW Expressway at N Rockwell Ave Intersection Improvements – Oklahoma City, OK OU Medical Center Traffic Study – Oklahoma City, OK Will Rogers World Airport Revenue Control Study and Implementation – Oklahoma City, OK Edmond Bicycle Master Plan – Edmond, OK Edmond ITS Communication Master Plan – Edmond, OK

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

a. Name & Title: William Keahey, AICP Senior Planner	a. Name & Title: Gregory S. Kyle, AICP Senior Planner
b. Project Assignment: QA/QC Reviewer	b. Project Assignment: Major Task Lead: Alternatives Analysis
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u><1</u> With Other Firms <u>34</u>	d. Years experience: With This Firm <u>19</u> With Other Firms <u>7</u>
e. Education: Degree(s) / Year / Specialization Master / 1983 / Regional and City Planning Bachelor of Arts / 1981 / Environmental Sciences	e. Education: Degree(s) / Year / Specialization Master of Science / 1994 / Urban Planning Master / 2005 / Business Administration Bachelor of Science / 1992 / Political Science
f. Active Registration: Year First Registered / Discipline 1998 / American Institute of Certified Planners	f. Active Registration: Year First Registered / Discipline 1997 / American Institute Certified Planners
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> MARTA, Planning Support and Technical Services Contract, Atlanta, GA * – Program Director and "More MARTA" Program Management Officer Houston METRO, Northwest Transit Center Expansion, Houston, TX* – Project Director Gulf Coast Rail District, Westpark Corridor Study, Houston, TX* – Project Manager Capital Metro, General Planning Consultant Contract, Austin, TX* – Program Director City of Austin/Capital Metro, Austin Urban Rail Project, Austin, TX – Urban Rail Lead VIA Metropolitan Transit, Program Management Support Services Contract, San Antonio, TX* – Program Manager Roaring Fork Transportation Authority (RFTA), VelociRFTA Bus Rapid Transit, Glenwood Springs/Aspen, CO* – Program Manager DART, Northwest Corridor to Irving/DFW Preliminary Engineering and Draft/Final EIS, Dallas, TX* – Deputy Project Manager and Environmental Task Leader 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> SFRTA, Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Fort Lauderdale, FL – Project Manager Miami Beach Light Rail Transit/Modern Streetcar Environmental Documentation and P3 Procurement Support, Miami, FL – Environmental Task Lead LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles, CA – Deputy Project Manager Advanced Planning, Environmental Approval, and Preliminary Engineering Services for the San Rafael Transit Center Relocation, San Rafael, CA – Principal-in-Charge SFRTA, General Planning Consultant, South Florida – Contract Manager

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

a. Name & Title: Christopher (Brad) Lonberger, LEED AP, CNU-A Planner	a. Name & Title: Jeanne M. Witzig, AICP Senior Environmental Planner
b. Project Assignment: Major Task Lead: Station Location Planning	b. Project Assignment: Major Task Lead: NEPA Strategy and Documentation
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>1</u> With Other Firms <u>14</u>	d. Years experience: With This Firm <u>14</u> With Other Firms <u>18</u>
e. Education: Degree(s) / Year / Specialization Executive Master / 2020 / Business Administration Master / 2007 / Architecture, Suburb and Town Design (Urban Design/Planning) Bachelor of Science / 2006 / Architecture	e. Education: Degree(s) / Year / Specialization Master / 1987 / Urban and Regional Planning Bachelor of Science / 1984 / Wildlife Management
f. Active Registration: Year First Registered / Discipline 0000 / Congress for New Urbanism, CNU Accredited 2008 / LEED Accredited Professional	f. Active Registration: Year First Registered / Discipline 1990 / American Institute of Certified Planners
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> MAPS 3 – Conceptual Development Planning Oklahoma City, OK* - <i>Urban Designer</i> Lindsay Street Redesign Norman, OK* - <i>Economic Strategist and Public Engagement</i> American Indian Cultural Center and Museum (AICCM) Site Study Oklahoma City, OK* - <i>Lead Urban Designer and Phasing Strategy</i> Fort Worth High-Speed Rail Station Area Analysis Initiative Fort Worth, TX* - <i>Project Manager</i> Trinity Lakes: 200-acre Mixed-use TOD Fort Worth, TX - <i>Project Manager</i> Durham-Orange Light Rail Transit Design and Value Capture Plan Durham and Orange, NC* - <i>Urban Design Task Lead and Deputy Project Manager</i> <p><i>*Work performed prior to joining Kimley-Horn</i></p>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Bottineau Transitway Draft Environmental Impact Statement and Related Transitway Development Efforts, Hennepin County, MN – Environmental Task Manager Washington County Regional Railroad Authority, Gateway Corridor Draft Environmental Assessment, Twin Cities, MN – Project Manager AC Transit, East Bay BRT FEIS/FEIR, Oakland, CA– Environmental Planner Cobb County DOT, Connect Cobb Environmental Assessment, Cobb County, GA – FTA Strategic Advisor Minneapolis-Duluth/Superior Passenger Rail Alliance, Program Management of Northern Lights Express (NLX) Environmental Review, Minneapolis/Duluth, MN – Project Manager

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

a. Name & Title: Melissa E. DuMond, AICP Senior Planner	a. Name & Title: Abra Nusser, AICP Planner
b. Project Assignment: Major Task Lead: Operations Development Strategies	b. Project Assignment: Major Task Lead: Community and Stakeholder Outreach
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>2</u> With Other Firms <u>18</u>	d. Years experience: With This Firm <u><1</u> With Other Firms <u>12</u>
e. Education: Degree(s) / Year / Specialization Master of Public Administration / 2006 / Environmental Policy and Management Master of Natural Resources / 2006 / Natural Resource Policy Bachelor of Science / 1999 / Environmental Studies	e. Education: Degree(s) / Year / Specialization Master / 2008 / Public Affairs (MPA) Bachelor of Arts / 2006 / Political Science Certificate / 2008 / Local Government Management Certificate / 2008 / City Planning
f. Active Registration: Year First Registered / Discipline 2007 / American Institute of Certified Planners	f. Active Registration: Year First Registered / Discipline 2012 / American Institute of Certified Planners
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> San Mateo County Transit District, Program Management Services for the Dumbarton Rail Corridor Project, San Mateo County, CA – Project Manager Washington Metropolitan Area Transit Authority (WMATA), Flexible Metrorail Operational Analysis, Washington, DC – Project Manager Virginia DRPT, Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Washington, DC to Richmond, VA – Service Planning/Environmental Task Manager Caltrain, Caltrain Business Plan Support, San Mateo, CA – Project Manager California State Transportation Agency (CalSTA), Statewide Passenger Rail Network Integration and Station Planning Activities, Sacramento, CA – Project Manager FRA Program Support for Amtrak Capital Grant Program Oversight/Governance, Washington, DC – Project Planner 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Downtown Master Plan, Celina, TX – Project Manager* Lavon Community Assessment, Lavon, TX – Project Manager* Denton Plan 2030, Denton, TX – Project Manager* <p><i>*Work performed prior to joining Kimley-Horn</i></p>

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

a. Name & Title: Jessica D. Laabs, AICP Senior Environmental Planner	a. Name & Title: Brian R. Smalkoski, P.E., AICP, PTP, PTOE Vice President
b. Project Assignment: Alternatives Analysis: Purpose and need Statement	b. Project Assignment: Alternative Analysis : Alternatives Selection Criteria and Process
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>13</u> With Other Firms <u>7</u>	d. Years experience: With This Firm <u>16</u> With Other Firms <u>5</u>
e. Education: Degree(s) / Year / Specialization Master of Science / 2000 / Urban Planning Bachelor of Arts / 1998 / Environmental Science	e. Education: Degree(s) / Year / Specialization Master of Science / 2003 / Civil Engineering Bachelor of Arts / 1999 / Geology Bachelor of Arts / 1999 / Management
f. Active Registration: Year First Registered / Discipline 2003 / Amer Institute of Certified Planners	f. Active Registration: Year First Registered / Discipline 2009 / Professional Engineer AZ, CO, ID, MI, MN, MT, NM, NV, OR, UT, WA, WI 2008 / American Institute Certified Planners 2010 / Professional Traffic Operations Engineer 2007 / Professional Transportation Planner
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Northstar Corridor Development Authority (MN), Northstar Commuter Rail Project– Environmental Planner California High Speed Rail Authority, Los Angeles to Anaheim Project – Technical Reviewer City of Milwaukee (WI), Milwaukee Streetcar 4th Street Extension Project – Environmental Lead Hennepin County Regional Railroad Authority (MN), Bottineau Transitway Alternatives Analysis Study – QC/QA Reviewer Hennepin County Regional Railroad Authority (MN), Blue Line (Bottineau) Transitway Project – Environmental Planner Ramsey County Regional Railroad Authority (MN), Rush Line Corridor BRT Project – Environmental Lead Memphis Area Transit Authority (TN), Innovation Corridor BRT Project – Environmental Lead 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis, Dakota County, MN – Project Manager Minnesota DOT, Southern Rail Corridor Feasibility Study and Alternatives Analysis, Rochester, MN – Project Manager. Northstar Corridor Development Authority, Northstar Commuter Rail Planning, Design, and Program Management, Minneapolis, MN – Project Engineer Hennepin County Regional Railroad Authority, Stage I Transportation Interchange Environmental Assessment at 5th Street (Target Field Station), St. Paul, MN – Deputy Project Manager

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

a. Name & Title: Chelsey G. Hendrickson, AICP Planner	a. Name & Title: Lydia M. Leslie, P.E., CFM Civil Engineer
b. Project Assignment: Alternatives Analysis: Alternatives Definition & Assessments	b. Project Assignment: Station Location: Station Area Location Analysis
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>6</u> With Other Firms <u>2</u>	d. Years experience: With This Firm <u>4</u> With Other Firms <u>0</u>
e. Education: Degree(s) / Year / Specialization Master / 2014 / Urban and Regional Planning Bachelor of Science / 2012 / Business Economics Bachelor of Arts / 2012 / Urban and Regional Planning	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1989 / Civil Engineering
f. Active Registration: Year First Registered / Discipline 2015 / American Institute of Certified Planners	f. Active Registration: Year First Registered / Discipline 1997 / Professional Engineer, OK 2010 / Certified Floodplain Manager, OK
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Metro Transit, Blue Line LRT Extension, Hennepin County, MN – Project Planner Metro Transit, Advanced Design Consultant Services for the METRO Green Line Extension, Minneapolis, MN – Project Planner Ramsey County Regional Railroad Authority (RCRRA), Rush Line Corridor Environmental Analysis, Ramsey County, MN – Project Planner SANDAG, Purple Line LRT Feasibility Study, San Diego, CA – Project Planner City of Mankato, Transit Development Plan, Mankato, MN – Deputy Project Manager Washington County Regional Railroad Authority, Red Rock Corridor Implementation Plan (BRT), Washington County, MN – Project Planner Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis, Dakota County, MN – Project Planner Metropolitan Council, E Line Corridor Study Alternative Evaluation – Project Planner 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Downtown Parking Management Study, Oklahoma City, OK – Project Engineer Capitol Hill High School and Speegle Stadium Roadway, Parking Lot, and Storm Sewer Reconstruction, Oklahoma City, OK – Project Manager City Stockyards Street Enhancement (Historic Stockyards Streetscape), Oklahoma City, OK – Project Manager OKC Convention Center Garage, Oklahoma City, OK – Project Engineer South Lakes Park Facility Improvements, Oklahoma City, OK – Project Manager Route 66 Park, Oklahoma City, OK – Project Manager OneOK Canadian Valley, Thomas, OK – Project Manager OKC Omni Hotel Convention Center, Oklahoma City, OK – Project Engineer Robinson Bridge Bike Improvements & Road Diet, Oklahoma City, OK – Project Engineer

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

a. Name & Title: Steven Chester Planner	a. Name & Title: Dennis M. Kearney Planner
b. Project Assignment: Station Location: Land Use Assessment	b. Project Assignment: NEPA Strategy and Documentation: Document Preparation
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>1</u> With Other Firms <u>11</u>	d. Years experience: With This Firm <u>2</u> With Other Firms <u>16</u>
e. Education: Degree(s) / Year / Specialization Master / 2011 / Urban and Regional Planning (Urban Placemaking) Bachelor of Arts / 2008 / Environmental Science and Geography	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1999 / Conservation and Resources Studies
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Colorado Air and Spaceport Subarea Plan, Adams County, CO – Project Manager Transportation Master Plan, Golden, CO – Project Planner Flaming Gorge Way Corridor Study, Green River, CO – Project Manager Ruxton Avenue Functionality Project, Manitou Springs, CO – Project Planner Transportation and Mobility Plan, Manitou Springs, CO – Project Manger Downtown Erie Parking and Circulation Master Plan, Erie, CO – Project Planner Parker Road Corridor Plan Parker, CO – Project Planner Blueprint Denver, Denver, CO- Deputy Project Manager* The Square on 21st Demonstration Project, Denver, CO – Project Manager* Denver Comprehensive Plan 2040, Denver, CO – Project Planner* Transit Oriented Denver, Denver, CO – Project Planner* <i>*Work performed prior to joining Kimley-Horn</i>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Evergreen Senior Home Specific Plan and Post Initiative EIR, San Jose, CA – Project Planner California High Speed Rail Authority, Central Valley Wye, Central Valley Area, CA – Senior Planner/Author for Supplemental EIR/EIS* San Francisco Municipal Transportation Agency, Loop Project, San Francisco, CA – Deputy Project Manager for Environmental Assessment* City of San Francisco, Better Market Street, San Francisco, CA – Environmental Documentation Task Lead* San Francisco Transbay Joint Powers Authority, Terminal Supplemental EIS/EIR – Senior Planner* City of South San Francisco, Forbes Office/R&D EIR, South San Francisco, CA – Project Manager County of Alameda, Cherryland Community Center Environmental Documentation, Alameda County, CA – Project Manager* <i>*Work performed prior to joining Kimley-Horn</i>

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

a. Name & Title: Jill A. Gibson Planner	a. Name & Title: Jaclyn Tidwell Planner
b. Project Assignment: Community and Stakeholder: Community Outreach	b. Project Assignment: Community and Stakeholder: Stakeholder Engagement
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>3</u> With Other Firms <u>9</u>	d. Years experience: With This Firm <u>1</u> With Other Firms <u>9</u>
e. Education: Degree(s) / Year / Specialization Master of Arts / 2007 / American Studies Bachelor of Arts / 2005 / American Studies	e. Education: Degree(s) / Year / Specialization Master / 2017 / Urban Planning and Policy Bachelor of Arts / 2009 / Political Science
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> BART Silicon Valley (BSV) Phase II TOD Program Management, San Jose, CA – Project Manager Diridon Program Management Planning Support Services, San Jose, CA – Project Planner BART Silicon Valley (BSV) Phase II On-Call Planning Services, San Jose, CA – Project Manager Caltrain, San Jose, CA* – Principal Planner North County Transit District, San Diego County, CA* – Senior Transportation Planner <p><i>*Work performed prior to joining Kimley-Horn</i></p>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Diridon Program Management Services, San Jose, CA – Project Planner San Francisco Bay Area Planning and Urban Research Association (SPUR) (2017-2019), San Jose, CA – San Jose Policy Director* Participatory Budgeting Project, Chicago, IL (2016) – Community Outreach Graduate Intern* Victory Gardens Theater, Chicago, IL (2015-2016) – Community Engagement Manager* Arts & Business Council of Greater Nashville, Nashville, TN (2012-2015) – Director of Programs & Community Initiatives; Program Coordinator* <p><i>*Work performed prior to joining Kimley-Horn</i></p>

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

a. Name & Title: Robert D. Valentine Senior Graphic Designer	a. Name & Title: Zach Teague, P.E. Vice President
b. Project Assignment: Community and Stakeholder: Graphics/Visualization	b. Project Assignment: Resources and Toolbox: Conceptual Design
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>5</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>13</u> With Other Firms <u>5</u>
e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1990 / City and Regional Planning	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 2001 / Civil Engineering
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline 2006 / Professional Engineer, TX 2011 / Professional Engineer, VA 2011 / Professional Engineer, DC 2019 / Professional Engineer, MD
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> City of Anaheim, Anaheim Rapid Connection Streetcar, Anaheim, CA – Visualization Production Manager GRTC Transit System, Pulse BRT Engineering and Design Services, Richmond, VA – Visualization Production Manager Metro Transit, Blue Line Light Rail Transit Extension, Twin Cities, MN – Visualization Production Manager Washington County Regional Railroad Authority, Gateway Corridor Draft Environmental Assessment, Washington County, MN – Visualization Specialist UDOT, 5600 W Railroad Crossing, Salt Lake City, UT – Graphic Designer Hampton Roads Transit (HRT), Peninsula Bus Rapid Transit Documented Categorical Exclusion, Newport News and Hampton, VA – Graphic Designer 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Broadmoor Commuter Rail Station and Track Design, Austin, TX – Lead Track Engineer Alameda Corridor East Construction Authority, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA – Railroad Design Engineer Gulf Coast Rail District, Passenger Rail Access Study – North Corridor to Central Business District, Houston, TX – Deputy Project Manager Gulf Coast Rail District (GCRD) Rail Network Study - Commuter Rail Right-of-Way Feasibility Study, Houston, TX – Deputy Project Manager Virginia Department of Rail and Public Transportation, Transforming Rail in Virginia Program, VA Statewide – Lead Rail Engineer Houston METRO East End LRT Corridor, Houston, TX – Project Engineer Port San Antonio Town Center Transit Access Study, San Antonio, TX – Project Engineer Metro Transit, Blue Line Light Rail Transit Extension, Hennepin County, MN – QA/QC Reviewer Hassayampa Valley Rail Corridors Cost Analysis Update, Phoenix, AZ – Lead Track Engineer

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

a. Name & Title: Matthew S. Gibson, P.E. Civil Engineer	a. Name & Title: Darren J. Adrian, P.E. Senior Vice President
b. Project Assignment: Resource and Toolbox: Conceptual Design	b. Project Assignment: Resources and Toolbox: Capital Cost Estimates
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>15</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>15</u> With Other Firms <u>13</u>
e. Education: Degree(s) / Year / Specialization Bachelor of Science / 2004 / Civil Engineering	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1991 / Civil Engineering
f. Active Registration: Year First Registered / Discipline 2009 / Professional Engineer, FL	f. Active Registration: Year First Registered / Discipline 1995 / Professional Engineer, CA 1996 / Professional Engineer, UT
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Ft. Lauderdale, FL – Senior Project Tampa Streetcar Extension and Modernization Feasibility Study and Project Development, Tampa, FL – Senior Project Engineer Milwaukee Streetcar Project Owner's Representative Services, Milwaukee, WI – Project Engineer Miami Beach Light Rail/Modern Streetcar P3 Program Management, Miami, FL – Senior Project Engineer Miami River-Miami Intermodal Center Capacity Improvement, Miami, FL – Senior Project Manager 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> OCTA 17th Street Grade Separation Project, Santa Ana, CA – Project Manager UPRR/ACE Fullerton Road Grade Separation, City of Industry, CA – Civil/Roadway Manager City of Corona, McKinley Grade Separation, Corona, CA – Civil/Roadway Manager Exposition LRT Project, Phase 2 Design-Build, Los Angeles County, CA – Subconsultant Project Manager on the design-build team UPRR/Sunset Avenue Grade Separation, Banning, CA – Senior Engineer BNSF, I-215/Cactus Avenue Grade Separation, Moreno Valley, CA City of Mountain View, Transit Center Master Plan, Mountain View, CA – Project Engineer Alameda Corridor East Construction Authority, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA – Project Manager

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

a. Name & Title: Corey Hill Project Manager / Transit	a. Name & Title: Paul B. Danielson, P.E. Principal Director
b. Project Assignment: Resources and Tools: Freight Rail/FRA Regulatory Compliance	b. Project Assignment: Resources and Toolbox: Rail Transit Senior Advisor
c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.	c. Name of Firm with which associated: Kimley-Horn and Associates, Inc.
d. Years experience: With This Firm <u>3</u> With Other Firms <u>22</u>	d. Years experience: With This Firm <u>18</u> With Other Firms <u>18</u>
e. Education: Degree(s) / Year / Specialization Master / 1997 / Public Administration Bachelor of Science / 1994 / Political Science	e. Education: Degree(s) / Year / Specialization Bachelor of Science / 1984 / Civil Engineering
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline 1987 / Professional Engineer, CA 1994 / Professional Engineer, MN 1994 / Professional Engineer, AZ 2010 / Professional Engineer, IL
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> FRA, Washington, DC – Executive Director* FRA Office of Program Delivery, Washington, DC – Director* FRA Program Support for Amtrak Capital Grant Program Oversight/Governance, Washington, DC – Project Manager Program Management for Transforming Rail in Virginia Program, Richmond, VA – Program Director Virginia Department of Rail and Public Transportation (DRPT), Transit Development Plan for Petersburg Area Transit, Petersburg, VA – Principal-in-Charge DRPT, Transit Development Plan for Greater Lynchburg Transit Company, Lynchburg, VA – Principal-in-Charge DRPT, Transit Capital Program Prioritization Staff Support, Northern Virginia, VA – Principal-in-Charge North Carolina Department of Transportation, Incremental Service Development Plan for High Speed Rail between Richmond, VA and Raleigh, NC – Senior Advisor 	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Northstar Corridor Development Authority, Northstar Commuter Rail Planning, Design, and Program Management, Twin Cities, MN – Project Manager Hennepin County Regional Railroad Authority, Bottineau Transitway Alternatives Analysis & Draft EIS, Twin Cities, MN – Project Manager Robert Street Transitway Alternatives Analysis, Dakota County, MN – Principal-in-Charge Metro Transit, Blue Line LRT Extension, Twin Cities, MN – Project Manager FTA, Program Management Oversight Services IDIQ, Nationwide, US – Task Manager

*Work performed prior to joining Kimley-Horn

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
(1) Northstar Corridor Development Authority Minneapolis, MN	Northstar Commuter Rail Planning, Design and Program Management	Metro Transit (Minn/StPaul) 560 Sixth Avenue North Minneapolis, MN 55411-4398 Mr. Mark Fuhrmann 612.373.3810	11/15/2011	318,757	6,729
(2) Wave Streetcar Alternatives Fort Lauderdale, FL	Analysis/Environmental Assessment and Small Starts Application	South Florida Regional Transportation Authority (SFRTA) 801 NW 33rd Street Pompano Beach, FL 33064 Rob Bostian 954.777.4635	11/03/2011	173,000	1,600
(3) Dakota County Regional Railroad Authority, Robert Street Transitway Dakota County, MN	Alternatives Analysis	Dakota County, MN 14955 Galaxie Avenue Apple Valley, MN 55124 Joe Morneau 952.891.7986	03/15/2016	1,357	684
(4) Miami River Miami, FL	Miami Intermodal Center Capacity Improvement (MR-MICCI)	South Florida Regional Transportation Authority (SFRTA) 801 NW 33rd Street Pompano Beach, FL 33064 Loraine Cargill 954.876.0056	10/15/2015	753	418
(5) Santa Clara VTA, Diridon Intermodal Facility CA	Program Management and Planning Support	Santa Clara Valley Transportation Authority (SCVTA) 3331 N. First Street, Bldg. 82 San Jose, CA 95134-1906 Scott Haywood 408.321.5892	01/03/2020	6,000	1,200
(6) Hennepin County Regional Railroad Authority Hennepin County, MN	Bottineau Transitway Alternatives Analysis Study	Hennepin County 701 Fourth Avenue South Suite 400 Minneapolis, MN 55415-1843 Joe Gladke 612.348.2134	04/01/2010	900,000	175
(7) Washington Metropolitan Area Transit Authority (WMATA) DC	Flexible Metrorail Operational Analysis	Washington Metropolitan Area Transit Authority (WMATA) 600 Fifth Street NW Washington, DC 20001 Tom Hutchings 703.228.3809	04/01/2019	389	183
(8) Washington County Regional Railroad Authority Washington County, MN	Gateway Corridor Draft Environmental Assessment	Washington County, MN 11660 Myeron Road North Stillwater, MN 55082 Mr. Andrew Gitzlaff, AICP, LEED AP 651.430.4338	02/01/2017	3,585	619
(9) Metropolitan Council, Preliminary Engineering St. Paul, MN	Southwest Light Rail Transit Project/Green Line Extension	Metropolitan Council 390 Robert Street North St. Paul, MN 55101-1805 Mr. Chris Weyer 612.373.3820	01/01/2017	16,799	15,251
(10) City of Milwaukee, Milwaukee Streetcar Project Owner's Representative Services Milwaukee, WI	Representative Services	City of Milwaukee Room 704 Municipal Building 841 North Broadway Milwaukee, WI 53202 Mr. John Duggan 414.286.2489	11/01/2018	434	502


9. All work by firms or joint-venture members currently being performed directly for federal agencies..

a. Project Name & Location	b. Nature of Firm's Responsibility	b. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
FHWA EFLHD, Transportation Planning, Pavement Design, Performance Management, Traffic Monitoring, Safety Reports & Studies, and Asset Management Eastern Region, US United States	(Prime) Transportation Planning, Pavement Design, Performance Management, Traffic Monitoring, Safety Reports & Studies, and Asset Management	Federal Highway Administration, Office of Federal Lands Highway 21400 Ridgetop Circle Sterling, VA 20166-6511 Chris Jaeschke (RETIRED) 703.404.6201	73%	4,937	2,625
NAVFAC Mid-Atlantic, IDIQ Contract for Traffic Engineering and Transportation Planning Services (N4008516R126) Norfolk, VA United States	(Prime) Traffic Engineering and Transportation Planning Services	NAVFAC Mid-Atlantic 9324 Virginia Avenue Norfolk, VA 23511-3095 Philip Cole 757.341.1431	50%	1,465	254
Cattail Cove State Park/Sandpoint Marina and Campground Design Services	(Prime) Design Services	Arizona State Parks 23751 N. 23 rd Ave #190 Phoenix, AZ 85085 James Hannasch 602.542.4174	75%	1,167	235

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

Kimley-Horn is a full-service planning and engineering firm that specializes in transit projects across the United States. Our services include commuter rail, heavy rail, light rail and bus rapid transit planning; alternatives analysis/major investment studies; route planning and station location; transit operation planning; community engagement; transit facilities; bus operations planning; and travel demand. Kimley-Horn is a leading consultant in the planning, design, implementation, and construction management of transit/rail corridor extensions and improvements, including alternatives development, state/federal environmental documentation, traffic engineering, and civil engineering. Comparable transit agencies that we regularly serve include the South Florida Regional Transportation Authority (West Palm Beach-Miami), Metro Transit (Twin Cities), Santa Clara Valley Transportation Authority (San Jose), San Diego Association of Governments / Metropolitan Transit System (San Diego), LA Metro (Los Angeles), and Washington Area Metropolitan Transit Authority (Washington, DC).

10. The foregoing is a statement of facts.

Signature:  Typed Name and Title: Paul B. Danielson, P.E., Principal | Director

Date:

06/03/2020

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

Kimley-Horn and Associates, Inc.
14101 Wireless Way, Building A, Suite 150
Oklahoma City, OK 73134

Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, TX 76102

Kimley-Horn and Associates, Inc.
4582 South Ulster Street, Suite 1500
Denver, CO 80237

Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275
Las Colinas, TX 75063

Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017

Kimley-Horn and Associates, Inc.
765 The City Drive, Suite 200
Orange, CA, 92868

Kimley-Horn and Associates, Inc.
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

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

Kimley-Horn and Associates, Inc.
767 Eustis Street, Suite 100
Saint Paul, MN 55114

Kimley-Horn and Associates, Inc.
11400 Commerce Park Drive, Suite 400
Reston, VA 20191

**STANDARD
FORM (SF)**

255

Architect-Engineer
and Related Services
Questionnaire for
Specific Project

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

RTA Alternatives Analysis Update

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

**2b. Agency Identification
Number, If any:**

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

Cambridge Systematics, Inc.
505 E. Huntland Drive, Suite 550
Austin, TX 78752

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

Dr. Rachel Copperman, Ph.D., Travel Demand Modeler Mid I,
512-691-8501

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

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

(A) <u>0</u> (B) <u>44</u> Administrative	(A) <u>0</u> (B) <u>0</u> Acoustical Engineer	(A) <u>0</u> (B) <u>0</u> Chemical Engineers	(A) <u>0</u> (B) <u>0</u> Corrosion Engineer
(A) <u>0</u> (B) <u>23</u> Computer/Management	(A) <u>0</u> (B) <u>0</u> Aerial Photographer	(A) <u>0</u> (B) <u>0</u> Chemist	(A) <u>0</u> (B) <u>0</u> Cost
(A) <u>0</u> (B) <u>5</u> Design/Graphics	(A) <u>0</u> (B) <u>0</u> Aeronautical Engineer	(A) <u>0</u> (B) <u>1</u> Civil Engineers	(A) <u>0</u> (B) <u>0</u> Draftsmen
(A) <u>0</u> (B) <u>2</u> Economists	(A) <u>0</u> (B) <u>0</u> Archeologist	(A) <u>0</u> (B) <u>0</u> Communications	(A) <u>0</u> (B) <u>0</u> Ecologists
(A) <u>1</u> (B) <u>5</u> Geographic Information	(A) <u>0</u> (B) <u>0</u> Architects	(A) <u>0</u> (B) <u>1</u> Computer Programmer	(A) <u>0</u> (B) <u>0</u> Electrical Engineers
(A) <u>0</u> (B) <u>17</u> Planners:	(A) <u>0</u> (B) <u>0</u> Biologist	(A) <u>0</u> (B) <u>0</u> Construction Engineers	(A) <u>0</u> (B) <u>0</u> Electronics Engineer
(A) <u>0</u> (B) <u>34</u> Transportation	(A) <u>0</u> (B) <u>0</u> CADD Technician	(A) <u>0</u> (B) <u>0</u> Construction Inspector	(A) <u>0</u> (B) <u>0</u> Environmental
(A) <u>0</u> (B) <u>90</u> Transportation	(A) <u>0</u> (B) <u>0</u> Cartographer	(A) <u>0</u> (B) <u>0</u> Construction Manager	(A) <u>1</u> (B) <u>223</u> Total Personnel

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

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

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

Name & Address	Specialty	Worked With Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

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

a. Name & Title:

Rachel B. Copperman, Ph.D.
Principal

b. Project Assignment:

Project Manager

c. Name of Firm with which associated:

Cambridge Systematics, Inc.

d. Years experience: With This Firm 11 With Other Firms 0

e. Education: Degree(s)/Year/Specialization

Ph.D.,2008,Transportation Engineering

M.S.E.,2005,Civil Engineering

B.S.,2004,Systems and Information Engineering

f. Active Registration: Year first Registered/Discipline

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

VIA Rapid Transit Corridor Project. For VIA Metropolitan Transit, CS developed a Rapid Transit Networkplan that identifies preferred alternatives and phasing strategy across various corridors identified in the VIA Vision 2040 Long Range Plan. Dr. Copperman is leading the ridership forecasting task to evaluate transit corridor alternatives in the San Antonio region. The ridership forecasting is evaluated using FTA's STOPS model and the regional MPO's travel demand model. The outcome of the study will be a capital improvement plan that outlines a phasing strategy for implementing a rapid transit network and describes the expected regional benefits and outcomes of investing in rapid transit.

Capital Metro Blue Line Engineering Design Services. CS is analyzing the ridership and highway impacts of a high capacity transit line connecting Austin's major commercial and educational centers. CS is applying the regional travel demand model and extracting performance measures to support the transportation network impacts assessment.

DART TCI Tool for the Dallas Region. For Dallas Area Rapid Transit (DART), Dr. Copperman was part of an effort to develop a TCI, a web-based application for identifying markets with the potential to generate high-transit ridership and improve service effectiveness. Dr. Copperman was involved in developing the TCI algorithms that are based on the mode choice coefficients from the North Central Texas Council of Governments (NCTCOG) regional travel model.

H-GAC Activity-Based Model Update. For the Houston-Galveston Area Council (H-GAC), Dr. Copperman is serving as Project manager to update the activity-based travel demand model. CS is adding enhancements to the mode choice model, reviewing and revising coefficients in transit pathbuilding, and revising other model components to enhance the model's transit forecasting capabilities. CS is also improving highway assignment to produce accurate travel time, re-validating the volume delay function, and enhancing sensitivity to toll facility demands, and other policy scenarios.

TxDOT Houston District Subarea Study. Dr. Copperman is leading an effort to provide travel demand modeling to develop subregional planning scenarios that address multimodal transportation, land use, economic and policy needs in the subregion. The scenarios will integrate land use, transportation and economic impacts while meeting the goals of mobility, safety and enabling economic opportunity. CS is enhancing the model to include sensitivities to future technologies and services, utilizing an exploratory modeling approach to develop and analyze scenarios.

California High-Speed Rail Ridership and Revenue Forecasting Study. As Project Manager, Dr. Copperman is developing an innovative statewide model to support the evaluation of high-speed rail alternatives in California. Dr. Copperman leads all aspects of the project including estimation, calibration, and validation of the models using revealed-preference and stated-preference data; evaluating alternative ridership and revenue forecasts; and developing a risk analysis model for accommodating the uncertainty involved in forecasting transit ridership and revenue.

AAMPO Travel Model Updates. For the Alamo Area Metropolitan Planning Organization (AAMPO), CS is updating the AAMPO travel model, including updating components of the trip-based model. Dr. Copperman is assisting to manage the project which includes estimation, calibration, and validation of the model and preparation of forecast year networks. As part of the project we have reweighted the household travel survey to reflect more recent regional characteristics.

Utah DOT Salt Lake City to Moab Rail Feasibility Project.

Dr. Copperman is currently developing ridership forecasts to support assessment of intercity passenger rail between Salt Lake City and Moab. The effort involves developing a sketch-planning level ridership model utilizing output from the DOT's statewide model supplemented with additional visitor travel information as well as research and observation of ridership levels on similar existing systems.

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For which Firm was/is Responsible
VIA Comprehensive Professional Services 2016 - Model Calibration and Rapid Transit Network Ridership Forecasts San Antonio, TX	Cambridge Systematics is providing an updated set of ridership forecasts that will be used in on-going planning for the rapid transit network. As part of this project, CS will update and validate the STOPS model and Alamo Area MPO model to a new base year 2018, and then apply both models to develop ridership forecasts for the future no-build, and Phase 1a and 1b Build Networks.	VIA Metropolitan Transit (TX) 800 W. Myrtle Street San Antonio, TX 78212 United States Mr. Albert Gonzalez 210-362-2408	05/31/2020	225	165
Capital Metro - Blue Line Services Austin, TX	CS is analyzing the ridership and highway impacts of a high capacity transit line connecting Austin's major commercial and educational centers. CS is applying the regional travel demand model and extracting performance measures to support the transportation network impacts assessment.	Capital Metropolitan Transportation Authority (TX) 2910 East Fifth Street Austin, TX 78702 United States Mr. Kirk Perry 512-389-7528	05/31/2020	137	137

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For which Firm was/is Responsible
HGAC Development of Models for the Houston Region Houston, TX	CS led the development of a new activity-based model (ABM) for the eight-county HGAC region and validated the integrated model system to observed data. The new ABM takes advantage of recent research on activity-based modeling while producing a practical modeling tool for HGAC.	Houston-Galveston Area Council (TX) 3555 Timmons Lane, Suite 120 Houston, TX 77027 United States	08/31/2014	980	675
California High-Speed Rail 2015 – Sacramento, CA	CS is developing an innovative statewide model to support the evaluation of high-speed rail alternatives in California.	California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 United States Lam Nguyen 916-324-1541	06/30/2022	2,951	2,924
Alamo Area MPO Travel Demand Model Update San Antonio, TX	CS is assisting the MPO with application and updates to the regional travel model. Recent and ongoing updates include improvements to external travel modeling, updated handling of visitor and airport trips, and validation to 2015 data.	Alamo Area Metropolitan Planning Organization (TX) 825 South Saint Marys Street San Antonio, TX 78205-3408	09/30/2020	350	233
Utah DOT 2016 - 2019 GE - Moab Passenger Rail Study Moab, UT	CS is conducting a high-level assessment of the potential for implementing passenger rail service between Moab, UT and Salt Lake City. This study will prepare estimates of potential ridership demand.	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84119 United States Ms. Kathy Starks 801-965-4000	12/31/2021	67	67

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For which Firm was/is Responsible
DART General Planning Consultant Services (GPC VI) - 2045 Transit System Plan Dallas, TX	CS supported the 2045 Transit System Plan (TSP). CS applied the Transit Competitiveness Index (TCI) tool to evaluate the transit market within potential rail and bus corridors and produced summary visualizations to support the analysis.	Dallas Area Rapid Transit Authority 1401 Pacific Avenue Dallas, TX 75266-7205 United States Mr. Rob Smith 214-749-3278	12/31/2019	43	43

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name & Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work for Which Firm Is Responsible
FHWA Planning 2015 - Exploratory Modeling and Simulation Study Washington, DC	Cambridge Systematics will complement the current Travel Model Improvement Program (TMIP) exploratory modeling approaches effort. Exploratory modeling emphasizes a conceptual framework for using computer experiments to learn about the world, particularly by exploiting the interplay between computer-generated visualizations that help humans form hypotheses about properties of an ensemble of computational experiments and then conduct computer searches across that ensemble to test these hypotheses systematically.	Federal Highway Administration 1200 New Jersey Avenue, SE Room E34-409 Washington, DC 20590 United States Ms. Sarah Sun 202-366-8061	79	1,027	1,027
FTA BPA Planning and Environmental Oversight of New Starts 2016 - New Starts, Small Starts, and Core Capacity Projects Washington, DC	Cambridge Systematics conducted assessments of land use and economic development effects for projects applying for New Starts and Small Starts funds for Fiscal Year 2021. CS reviewed materials submitted by project sponsors, completed draft assessments, discussed recommended ratings with FTA, and delivered final assessments and project profiles to FTA. CS has completed over 80 such assessments over the 20-plus year life of this contract.	Federal Transit Administration 1200 New Jersey Avenue, S.E. Washington, DC 20590-0001 United States Ms. Susan Eddy 202-366-5499	75	194	194
FHWA Operations 2016 - ATDM Active Management Cycle Guidance and Tech Transfer Washington, DC	This task will focus on the value of and how to effectively apply the four inter-related steps of the Active Management Cycle, as opposed to focusing on individual technologies, strategies, or operational conditions. To meet	Federal Highway Administration 1200 New Jersey Avenue, SE Room E34-409 Washington, DC 20590 United States Mr. Brendon Ricketts (720) 963-3066	79	355	108

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name & Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work for Which Firm Is Responsible
FHWA Operations 2016 - Data Analysis Workshops Washington, DC	this objective, this task will produce a guidance document which will include an assessment tool for agencies, regions, or states interested in more actively managing their transportation system. The objective of this task order is to prepare and conduct workshops on Data Analysis to advance the practice on Data Analytics/Business Intelligence, Post Project Evaluation Using Empirical Data, and Multi-Objective Trade-off Analysis.	Federal Highway Administration 1200 New Jersey Avenue, SE Room E34-409 Washington, DC 20590 United States Mr. Brendon Ricketts (720) 963-3066	92	174	174
FHWA Operations 2016 - Pooled Fund: Collaborative Development of New Strategic Planning Models Washington, DC	This task order shall furnish an agile development process conducted by staff qualified both in agile development methods and in the R programming system, to fulfill the needs of the pooled fund members. The development process shall make enhancements to and documentation for code in the VisionEval software framework (Briefly described at http://VisionEval.org and in the associated Github repositories at https://github.com/VisionEval/VisionEval , hereinafter the "VisionEval repository"), and develop new modules for computing performance metrics that meet specifications mutually agreed upon with FHWA.	Federal Highway Administration 1200 New Jersey Avenue, SE Room E34-409 Washington, DC 20590 United States Mr. Brendon Ricketts (720) 963-3066	79	598	197
NCHRP Project 25-56 - Methods for State DOTs to Reduce Greenhouse Gas	CS is developing a guidebook on currently available, practical, and	National Cooperative Highway Research Program	83	600	308

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name & Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work for Which Firm Is Responsible
Emissions from the Transportation Sector Washington, DC	innovative methods for state DOTs to assess and advance transportation-related GHG reduction strategies in planning and programming. This guidance will support state DOTs' efforts to integrate GHG emissions considerations into their decision-making processes as well as methods appropriate for collaborative activities undertaken with partners to shape outcomes outside the purview of a state DOT.	Transportation Research Board The National Academies 500 Fifth Street, NW Washington, DC 20001 United States Ms. Ann Hartell (202) 334-1621			

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

Cambridge Systematics, Inc. (CS) is a recognized leader in development and implementation of transit market research and network analysis; innovative policy and planning solutions; multimodal system evaluation and design; and multimodal performance evaluation and management. For 47 years, CS has successfully delivered some of the most challenging and visible multimodal performance and travel market evaluation projects across the U.S.

Our approach to assessing transit services, operations, and technologies considers the evaluation of travel markets using innovative market research, benefit/cost, economic, and data collection techniques in conjunction with traditional analytical tools and models. We were among the very first to incorporate marketing concepts into understanding transit customer segments. Since then, we have adapted our approach to include newer data sources, including cell phone and transit fare cards to enhance our market research concepts.

Our comprehensive experience in the area of transit service planning and market research includes studies in Los Angeles, Austin, San Diego, Santa Clara Valley, San Francisco, San Antonio, Nashville, St. Louis, Chicago, and for the California High-Speed Rail Authority. These projects launched strategic, high visibility restructuring efforts for large, countywide bus systems.

Additionally, we have engaged nationally in dozens of light-rail and bus rapid transit (BRT) corridor assessments; ongoing reviews of the financial, economic, land use, and overall submittal of more than 20 New Starts projects in support of the Federal Transit Administration (FTA); active transportation, shared mobility, and land use assessments and designs; and large and small urban transit onboard and transit rider and nonrider surveys.

Travel Demand Modeling. CS has been developing and applying travel demand forecasting models since 1972 and offers specialized technical services in transit ridership forecasting, multimodal corridor forecasting, and intercity/statewide forecasting assessment. CS has developed travel forecasting guidelines with the FTA, we are supporting the FTA as it devises strategies to increase ridership. CS is also well versed in the use of FTA's Simplified Trips-On-Project Software (STOPS) to supplement traditional four-step models. Our models have been used in major metropolitan areas such as the San Francisco Bay Area and Chicago, and smaller urban areas, including Madison, Wisconsin.

Project Planning, Development, and Implementation. CS has extensive experience in the planning, development, implementation, and evaluation of public transportation systemwide and corridor strategies, including technical and procedural guidance and project assessments. Since 1997, we have supported Federal Transit Administration's (FTA) Capital Investment Grant program for funding public transportation investments across the U.S. We also help develop major capital projects across the Nation, and led the development of transit system and corridor plans and investment strategies for projects in Boston, MA; Chicago, IL; San Antonio, TX; the San Francisco Bay Area, CA; Cobb County, GA; and the Research Triangle area, NC.

11. The foregoing is a statement of facts.

Signature: 

Typed Name and Title: Vassili Alexiadis, Executive Vice President

Date:

5/29/20

**STANDARD
FORM (SF)**

255

Architect-Engineer
And Related Services
Questionnaire for
Specific Project

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

Regional Transportation Authority of Central Oklahoma (RTA) Alternatives
Analysis Update

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

2b. Agency Identification
Number, if any:

5. Firm (or Joint Venture) Name & Address:

Cox|McLain Environmental Consulting, Inc.
8401 Shoal Creek Boulevard, Suite 100
Austin, TX 78757

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

L. Ashley McLain
President
(512) 338-2223

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

1114 N. Walker Avenue, Suite #4
Oklahoma City, Oklahoma 73103

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

(A)____ (B)____ Administrative	(A)____ (B)____ Electrical Engineers	(A)____ (B)____ Oceanographers	(A)____ (B)____ CAD Operators
(A)____ (B)____ Architects	(A)____ (B)____ Estimators	(A) <u>4</u> (B)____ Planners: Urban/Regional	(A)____ (B)____ Construction Managers
(A)____ (B)____ Chemical Engineers	(A)____ (B)____ Geologists	(A)____ (B)____ Sanitary Engineers	(A)____ (B)____ Project Managers
(A)____ (B)____ Civil Engineers	(A)____ (B)____ Hydrologists	(A)____ (B)____ Soils Engineers	(A)____ (B)____ IT Specialists
(A)____ (B)____ Construction Inspectors	(A)____ (B)____ Interior Designers	(A)____ (B)____ Specification Writers	(A) <u>2</u> (B)____ <u>Historians</u>
(A)____ (B)____ Draftsmen	(A)____ (B)____ Landscape Architects	(A)____ (B)____ Structural Engineers	(A) <u>3</u> (B)____ <u>Archeologists</u>
(A) <u>3</u> (B)____ Ecologists	(A)____ (B)____ Mechanical Engineers	(A)____ (B)____ Surveyors	(A) <u>2</u> (B)____ <u>GIS Analysts</u>
(A)____ (B)____ Economists	(A)____ (B)____ Mining Engineers	(A)____ (B)____ Transportation Engineers	(A) <u>14</u> (B)____ Total Personnel

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

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

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

Name & Address	Specialty	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project:	
a. Name & Title:	a. Name & Title:
L. Ashley McLain, AICP – Principal/Senior Planner	Courtney Filer, AICP – Senior Planner
b. Project Assignment:	b. Project Assignment:
Project Manager	Planning and Socioeconomics
c. Name of Firm with which associated:	c. Name of Firm with which associated:
Cox McLain Environmental Consulting, Inc.	Cox McLain Environmental Consulting, Inc.
d. Years experience: With This Firm...13 With Other Firms...13..	d. Years experience: With This Firm...6.. With Other Firms...10+..
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Year / Specialization
MS University of Texas at Austin/1997/Community and Regional Planning, Concentration in Environmental and Natural Resources Planning BA Stanford University/1990/American Studies	MRCP University of Oklahoma /2003/Regional and City Planning BA University of Oklahoma/2000/Anthropology
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
2000/American Institute of Certified Planners, Member No. 015785	American Institute of Certified Planners, Member No. 020905
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:
<ul style="list-style-type: none"> • Founder of COX McLAIN Environmental Consulting Inc. • Veteran environmental planner who has worked in the consulting industry since 1997 • Experienced project manager with expertise in NEPA compliance, social and economic analysis and environmental justice issues • Leads CMEC's Transit Projects and has worked on environmental documents for VIA, Capital Metro, Houston Metro, and DART • Project Principal/QA/QC reviewer for ODOT environmental evergreen contracts including Socioeconomic Specialist Studies <p>Key Project Experience:</p> <p>Project Connect – Blue Line and Gold Line; Capital Metropolitan Transportation Agency (CapMetro), Travis County, TX –Project Principal/Project Manager. CMEC supported HNTB working with CapMetro to develop major enhancements to Austin's transit infrastructure. Coordinated with planning and cultural resources staff. QA/QC reviewer for Station Area Evaluation including detailed socioeconomic analysis and GIS mapping. Supported CMEC staff and coordinated with client's task leads for preparation of the Environmental Analysis Memorandum, Alternative Analysis, Bridging Document, and Planning and Environmental Linkages study. 2018-2020; project to proceed into NEPA compliance phase in late 2020.</p> <p>VIA Transit Agency General Planning Contract – San Antonio, Texas (2017 – 2019). For Cambridge Systematics, CMEC prepared high level environmental constraints for five rapid transit corridors assessed as potential routes for various transit options in San Antonio. CMEC. CMEC prepared a detailed assessment of environmental constraints for five rapid transit corridors, including data collection, discussions of existing conditions within the study area, environmental sections of the Alternatives Analysis Report, and the Environmental Screening matrix. CMEC prepared environmental regulatory requirements for the Standard Operating Procedures for VIA during project development (2018). CMEC also prepared a Phase I Haz Mat ESA for proposed paratransit facility (BMW site) (2018).</p>	<ul style="list-style-type: none"> • Contract Manager for NEPA Services Evergreen Contract (EC 1766F 2016-2018; EC 2016E 2018-2020) • Certified planner specializing in transportation-related NEPA documentation with experience managing projects sponsored by state and <u>local governments</u>; • Deep experience managing/preparing many types of NEPA documents, including CEs, EAs, EISs, and stand-alone documents such as public involvement plans, socioeconomic studies, and indirect and cumulative impacts analyses; • Areas of expertise include community impact assessments, socio-economic and environmental justice analyses, and indirect and cumulative impact analyses; • Member of the Board of Visitors for the Regional and City Planning Division at the University of Oklahoma. Invited guest speaker on transportation planning and socio-economic issues at TxDOT Environmental Coordinators and at University of Oklahoma City Planning Conferences. <p>Key Project Experience:</p> <p>Socio-economic Study for US-281 over Washita River, Caddo County, Oklahoma. 2017 to present. Prepared the Socio-economic Study for proposed improvements to US-281, which includes the replacement of three existing narrow bridges within the 1.3 mile long project corridor. Work is being conducted for the Oklahoma Department of Transportation. Work is being conducted for Oklahoma Department of Transportation.</p> <p>Socio-economic Study for Proposed Improvements to US 69/75 in Calera, Bryan County, Oklahoma. 2016 to 2018. Completed the Socio-economic Study for the proposed improvements, including participation in field investigations and background research to identify land uses, environmental justice communities, and through-traffic-dependent businesses for the 4.45-mile-long NEPA study area. Work was conducted for the Oklahoma Department of Transportation.</p> <p>Socio-economic Study for SW 34th Street, Moore, Cleveland County, Oklahoma. 2016 to 2017. Completed the Socio-economic Study for improvements proposed at SW 34th Street, Telephone Road, and I-35 in Moore.</p>

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

a. Name & Title:	a. Name & Title:
Haley Rush, RPA – Senior Archeologist/Principal Investigator	Jarrod Powers – Senior Ecologist
b. Project Assignment:	b. Project Assignment:
Cultural Resources	Natural Environment (Hazardous Materials)
c. Name of Firm with which associated:	c. Name of Firm with which associated:
Cox McLain Environmental Consulting, Inc.	Cox McLain Environmental Consulting, Inc.
d. Years experience: With This Firm...6. With Other Firms...6..	d. Years experience: With This Firm...8 months. With Other Firms...7..
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Year / Specialization
MA Texas State University/2013/Anthropology BA Texas State University/2006/Anthropology	MS Oklahoma State University/2016/Natural Resource Ecology & Management BS Oklahoma State University/2011/Natural Resource Ecology & Management
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
National/2013/Registered Professional Archeologist (RPA)/License #989965	
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:
<ul style="list-style-type: none"> Knowledgeable archeologist with more than 11 years of experience with transportation compliance projects throughout Oklahoma, Texas, and Louisiana; Principal Investigator specializing in conducting research, survey, excavation (including burials), construction monitoring, artifact analysis, and curation; Expert in Section 106 compliance and credentials exceed Secretary of Interior's Standards for archeology; Supported federal agencies in their consultation with multiple tribes. <p>Key Project Experience:</p> <p>Cultural Resources Survey for Proposed Improvements to SH 20 in Claremore, Rogers Co. Oklahoma. January to March 2018. Served as Principal Investigator for archeology survey including archival research and report preparation for 4-mile-long, 281-acre NEPA study area. One archeological site (34RO362) and two Isolated Finds were documented. Work was conducted for ODOT.</p> <p>Cultural Resources Survey for Proposed Improvements to Turner Turnpike (I 44) in Creek and Tulsa Counties, Oklahoma. August 2016–July 2017. Served as Principal Investigator for cultural resources survey for proposed road improvements. The 22-mile-long project area covered 1,486 acres. Four new archeological sites and two isolated finds were recorded, and two previously recorded archeological sites were revisited; work was conducted for Oklahoma Turnpike Authority.</p> <p>TxDOT Tribal Planning Group, Gainesville, Texas. 2018. Facilitated coordination meetings between TxDOT officials and representatives from 12 Federally Recognized Tribes, FHWA, and NCTCOG. Tasks included organizing travel accommodations, attending the two-day meeting, and preparation of digital meeting minutes. Work performed for TxDOT.</p> <p>Texas Military Forces and TxDOT Tribal Coordination Meeting, Austin, Texas and Tulsa, Oklahoma. July 2017 to Present. Assisting in presenting information regarding an upcoming project at Camp Swift. Soliciting feedback regarding the identification and recording of traditional cultural properties on the Camp Swift property. Work is being performed for TxDOT and the Texas Military Department.</p>	<ul style="list-style-type: none"> Experienced in both aquatic and terrestrial habitats; Conducted habitat evaluations in support of numerous environmental projects for oil and gas corporations, state and local government, and small to large businesses in Oklahoma, Texas, Kansas, New Mexico, and Arkansas; Technical areas of expertise include identifying and characterizing landscapes, vegetation, wildlife, and aquatic systems; Experienced with Clean Water Act Section 404 water and wetland delineations; Experienced in preparing hazardous materials reports, CEs, EAs, and consultation documents. <p>Key Project Experience:</p> <p>White Oak Creek, McCurtain County, Oklahoma, ODOT. 2017. Performed site reconnaissance to identify potential impacts and evaluate potential affects to the project area. Work performed included desktop and site assessment to identifying T&E species habitats, classifying vegetation communities, delineation of wetlands and waters of the U.S., and evaluation potential impacts to habitat and water systems. Surveyed for nesting migratory birds as well as bald/golden eagles and documented eagle habitat. Additionally, evaluated and documented any environmental hazards. Environmental Technical Reports included T&E biological assessment, Water Resources, and Hazardous Materials ISA. Reports were used in the preparation of a PCE.</p> <p>Mud Creek, Pawnee County, Oklahoma, ODOT. 2017-2018. Performed included desktop surveys and site assessment for identifying T&E species habitats, classifying vegetation communities, delineation of wetlands and waters of the U.S. and evaluation potential impacts to habitat and water systems. Surveyed for nesting migratory birds as well as bald/golden eagles and documented eagle habitat. Phase I site assessment was completed. Environmental Technical Reports included T&E biological assessment, Water Resources, and Hazardous Materials ISA. Reports were used in the preparation of a programmatic categorical exclusion report (PCE).</p> <p>Bridge & Approaches over White Oak Creek, McCurtain County, Oklahoma, ODOT. 2017. Work performed included desktop and site assessment to identifying T&E species habitats, classifying vegetation communities, delineation of wetlands and waters of the U.S., and evaluation potential impacts to habitat and water systems. Surveyed for nesting migratory birds as well as bald/golden eagles and documented eagle habitat. Additionally, evaluated and documented any environmental hazards.</p>

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

a. Name & Title: Emily Reed, MSHP – Architectural Historian	a. Name & Title: Marcus Huerta, MA – Architectural Historian
b. Project Assignment: Senior Historian	b. Project Assignment: Historian
c. Name of Firm with which associated: Cox McLain Environmental Consulting, Inc.	c. Name of Firm with which associated: Cox McLain Environmental Consulting, Inc.
d. Years experience: With This Firm...6. With Other Firms...4..	d. Years experience: With This Firm...2. With Other Firms...1 (in this field)..
e. Education: Degree(s) / Year / Specialization MS University of Texas at Austin/ 2010/Historic Preservation BA University of North Carolina at Chapel Hill/2006/History and Art History	e. Education: Degree(s) / Year / Specialization MA University of Texas – San Antonio/2018/ Architecture BS University of the Incarnate Word// Organizational Development
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> • SOI-qualified Architectural Historian/Historian focusing on Texas and Oklahoma • Extensive knowledge of compliance procedures related to Sections 106 and 110 of the National Historic Preservation Act, Section 4(f), and National Environmental Policy Act; • NRHP evaluations completed for a wide range of resources: residential, agricultural, civic, commercial, industrial, institutional, military, public works-related, religious, transportation-related (air, road, rail). Key Project Experience: <i>Historic Resources Reconnaissance Survey for Winn Road from Pan American Drive to Rio Del Norte Drive and Pan American Drive from Loop 375 to Winn Road, El Paso County, Texas. 2017.</i> Section 106 evaluation for proposed roadway widening and construction of new-location roadway within the El Paso County Water Improvement District (EPCWID) No. 1 NRHP District. Project included application of criteria of adverse effect and consideration of Section 4(f) use for two contributing components of the Franklin Canal system. The impact to the contributing resources was found to have no adverse effect under Section 106 and determined to be <i>de minimis</i> under Section 4(f). <i>State-level Historic American Engineering Record (HAER) Documentation for East Cache Creek Bridge at East Cache Creek, Comanche County, OK, 2017.</i> Prepared documentation for an NRHP eligible pin-connected Pratt pony truss bridge as mitigation for project with USACE permit. Documentation included photographs of the bridge, evaluation of alterations and integrity, a historic context for the area, and a context for the bridge type. <i>Austin Avenue Improvements Project, Georgetown, Williamson County, TX, 2018.</i> PI for survey and Section 106 coordination for project proposing to replace the NRHP-eligible bridges over the north and south forks of the San Gabriel River. Conducted reconnaissance survey of the APE. Prepared Section 4(f) Programmatic Bridge documentation/analysis	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> • Secretary of the Interior-qualified Architectural Historian/Historian focusing on Texas and Oklahoma. • Extensive knowledge of compliance procedures related to Sections 106 and 110 of the National Historic Preservation Act and National Environmental Policy Act. • NRHP evaluations completed for a wide range of resources, primarily for transportation. • Prior to cultural resources career, 10 years of experience as a communications project manager, supervising project design, control, communications, and documentation. Key Project Experience: <i>Cultural Resources Survey for Proposed Improvements to I-40 in Pottawatomie County, Oklahoma, J/P 21007(07)(10)(13). 2019.</i> Performed architectural history survey for 7.6-mile-long ODOT roadway improvement project and co-authored report. Completed Historic Preservation Resource Identification forms. Reporting is ongoing. <i>Cultural Resource Survey for County Line Trunk Sewer in Broken Arrow, Tulsa County, Oklahoma. 2019.</i> Performed field survey, co-authored cultural resources survey report, and completed Historic Preservation Resource Identification forms for 12 historic-age resources dating from 1950 to 1970. Construction avoidance buffer recommended concerning a bridge in the study area that had been previously determined NRHP-eligible. <i>Cultural Resource Survey for Improvements to U.S. Route (US)-59, Delaware & Ottawa Counties, Oklahoma, J/P 28894(04). 2019.</i> Performed field survey, co-authored cultural resources survey report, and completed Historic Preservation Resource Identification forms for 29 historic-age resources dating from 1940 to 1973.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project:	
a. Name & Title:	a. Name & Title:
Will Dillsaver – Senior Ecologist/Project Manager	Ryan Blankenship, CWB – Senior Biologist
b. Project Assignment:	b. Project Assignment:
Natural Environment	Natural Environment
c. Name of Firm with which associated:	c. Name of Firm with which associated:
Cox McLain Environmental Consulting, Inc.	Cox McLain Environmental Consulting, Inc.
d. Years experience: With This Firm...2.. With Other Firms...11..	d. Years experience: With This Firm...5.5. With Other Firms...3..
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Year / Specialization
BS Oklahoma State University/2004/ Wildlife and Fisheries Ecology Associate of Science, Eastern Oklahoma State College	MS University of New South Wales /2011/Conservation Biology BS Texas A&M University/2010/Wildlife and Fisheries Sciences
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
	Certified Wildlife Biologist®, The Wildlife Society. 2012 Permit Holder, ODWC Scientific Collector's Permit No. 7184
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:
<ul style="list-style-type: none"> Environmental Specialist/Wildlife Biologist with over 10 years of consulting experience with ecological assessments and surveys, including but not limited to habitat assessments, threatened and endangered species surveys, Migratory Bird Treaty Act compliance, wetland delineations & vegetative assessment work Has managed numerous projects and is an experienced coordinator with USFWS, USACE, USFS, BLM, BIA, BOR, NRCS, FEMA and ODWC USFWS Section 10 permit for American Burying Beetle, Lesser Prairie Chicken (prior to delisting), Red-cockaded Woodpecker, and Gray Bat <p>Key Project Experience:</p> <p>American Burying Beetle – Coordinates/conducts presence/absence surveys in Oklahoma, Kansas, and Arkansas. Responsibilities include:</p> <ul style="list-style-type: none"> Project design <ul style="list-style-type: none"> Utilizing ESRI software to delineate potential habitat, non-habitat, or potential hazards to field crew Delineating survey boundaries and baseline transect guidelines for import onto hand-held GPS units as well as maps for surveyors Setting trap placements for maximum coverage and efficiency Coordinating with client/landowner/agency for project access Prepares Industry Conservation Plan for oil and gas projects <ul style="list-style-type: none"> Enrolls clients in USFWS's ICP and acquire Individual Project Packets Negotiates for credits with available ABB mitigation banks <p>Gray Bat – Experience includes:</p> <ul style="list-style-type: none"> Conducting species surveys for various species of bats utilizing mist nets, harp nets, and acoustic monitoring devices Ability to key species and handle specimens for collection of scientific data as well as acquiring hair and tissue samples Familiarity with USFWS decontamination procedures to help prevent spread of disease 	<ul style="list-style-type: none"> Certified Wildlife Biologist® with 7+ years of consulting experience with ecological assessments and surveys, including but not limited to habitat assessments, threatened and endangered species surveys, migratory bird treaty act compliance, wetland delineations, and vegetative assessment work. Managed numerous local, state, and federal environmental permit applications for transportation projects. Experienced coordinator with USFWS, USACE (Tulsa, Fort Worth, St. Louis, Galveston, Albuquerque), TCEQ, EPA, TPW, and ODWC. Project experience within the State of Oklahoma includes: multi-family developments, water/wastewater infrastructure, storm water management, recreational amenities, and transportation projects. Sub-permittee, USFWS Species Recovery Permit No. TE168185-4; Sub-permittee, TPWD Scientific Research Permit No. SPR-0691-409. Permit Holder, ODWC Scientific Collector's Permit No. 6849 <p>Key Project Experience:</p> <p>City of Haslet (AllianceTexas/Haslet Accessibility Improvement Project) Draft Environmental Assessment – BUILD Grant - (Tarrant County, Texas). Project Manager. Fast track roadway project would address heavy east-west truck traffic from existing Avondale-Haslet Road to SH 170/I-35W. This is a local government project (City of Haslet) with North Central Texas Council of Governments and review by TxDOT Ft. Worth District. In review at TxDOT 2019.</p> <p>Ozark Plateau Wildlife Management Area, Endangered Bat Surveys, Oklahoma 2016-2017. Threatened and Endangered Bat Biologists with the USFWS and Environmental Solutions and Innovations, Inc. Adair County, Oklahoma.</p> <p>Kaw Lake Visitor Center, Environmental Assessment, 2016 and 2017. Project Manager responsible for EA to the USACE-Tulsa District in Kay County, Oklahoma.</p> <p>State Highway 66. Lead Biologist for Biological Assessment and Water Resource Reports for the Oklahoma Department of Transportation in Rogers County, Oklahoma.</p>

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

a. Name & Title:	a. Name & Title:
Melissa "Missi" Green, RPA – Senior Archeologist	Matthew Stotts – GIS Analyst
b. Project Assignment:	b. Project Assignment:
Cultural Resources	Mapping and GIS Analysis
c. Name of Firm with which associated:	c. Name of Firm with which associated:
Cox McLain Environmental Consulting, Inc.	Cox McLain Environmental Consulting, Inc.
d. Years experience: With This Firm...5. With Other Firms...31..	d. Years experience: With This Firm...5. With Other Firms...14..
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Year / Specialization
MA Northwestern State University, LA/1982/Social Sciences BA Northwestern State University, LA/1979/Anthropology	Professional Certification in GIS, Michigan State University/2016/GIS BA, Southwest Texas State University/2001/Anthropology
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
National/1999/Registered Professional Archeologist (RPA)/License #11235	
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:
<ul style="list-style-type: none"> • Qualified registered professional archeologist with over 33 years of experience and over 500 cultural resource management projects across the U.S.; • Significant knowledge and experience in complying with Sections 106 and 110 of the National Historic Preservation Act, and the associated 36 CFR § 800 regulations, and NEPA, Public Law 91-190, as amended; • Contributor to numerous environmental documents such as CEs, EAs, and EISs for municipal, state, and federal projects; • Extensive experience with other federal regulations and directives and numerous state regulations and requirements concerning cultural resources preservation, Native American issues and concerns, and natural environmental/cultural resources issues 	<ul style="list-style-type: none"> • 19 years of environmental experience in Texas, Oklahoma, Missouri, and Louisiana. • GIS Analyst responsibilities include geospatial data generation, processing, and analysis; environmental constraints data gathering; geodatabase design and creation; cartographic map design and production; data conversion/projection; integrating CAD data into GIS projects; image rectification/manipulation; processing, correcting, and adjusting GPS and total station data; creating 3D surface contours for total station or magnetometer data; establishing and implementing QA/QC protocols; and technical support for projects using multiple coordinate systems and data formats.
<p>Key Project Experience:</p> <p><i>Cultural Resources Survey Report for Proposed Improvements to SH-7 from 9.97 Miles East of I-35 to SH-1, Murray County, Oklahoma, J/P # 30428(04). 2017-2018.</i> Conducted archeological survey with shovel testing and contributed to the report preparation for 5.31 miles of anticipated improvements along SH-7. The survey area was highly disturbed and/or contained bedrock at the surface allowing for very limited shovel testing. One archeological site, 34MR169, comprising a 1960s-era poured concrete structure of unknown function built into a hillside was recorded; the site was recommended as ineligible for inclusion on the NRHP.</p> <p><i>Cultural Resources Survey Eastern Oklahoma County Loop – Oklahoma Turnpike Authority, Oklahoma County, Oklahoma. 2016-2018.</i> Oversight of all investigations including archival review and pedestrian survey with shovel testing of approximately 21 miles of proposed new location turnpike between IH-44 and IH-40 in eastern Oklahoma County. Three historic-aged archeological sites were recorded. None of these sites were recommended eligible for inclusion on the National Register of Historic Places.</p>	<p>Key Project Experience:</p> <p><i>SH-20 in Rogers County, Oklahoma. ODOT, December 2017-March 2018.</i> GIS Lead for NEPA investigation of 264-acres; approximately 4 miles in length and 350 to 450 feet in width. Obtained data from the client, state, and county agencies to provide project support for each technical discipline from fieldwork through report production. Duties included pre-field preparation, post-field geospatial data processing, and report figure production.</p> <p><i>SH-66 in Chelsea, Rogers and Craig Counties, OK. ODOT, January 2018 to Present.</i> GIS Lead for NEPA investigation of 5.25-mile-long project area covering 270 acres. Obtained data from the client, and state GIS data clearinghouses to provide project support for each technical discipline from fieldwork through report production. Duties included pre-field preparation, post-field geospatial data processing, and report figure production.</p> <p><i>Turner Turnpike (I 44) in Creek and Tulsa Counties, OK. (OTA, Poe Associate, Inc.) August 2016 to present.</i> GIS Lead for investigations of a 1,486 acre study area measuring over 22-miles. Obtained data from the client, and state GIS data clearinghouses to provide project support for each technical discipline from fieldwork through report production. Duties included pre-field preparation, post-field geospatial data processing, and report figure production to meet ODOT GIS standards.</p>

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

a. Name & Title: Madeline Cole – GIS Coordinator	a. Name & Title: Madeline Harris – Environmental Planner
b. Project Assignment: Mapping and GIS Analyst Task Lead	b. Project Assignment: Planning and Socioeconomics
c. Name of Firm with which associated: Cox McLain Environmental Consulting, Inc.	c. Name of Firm with which associated: Cox McLain Environmental Consulting, Inc.
d. Years experience: With This Firm...1. With Other Firms...6.	d. Years experience: With This Firm...1.. With Other Firms...2..
e. Education: Degree(s) / Year / Specialization BA University of Oklahoma/2015/Geography, GIS, Sociology	e. Education: Degree(s) / Year / Specialization MRCP University of Oklahoma/2019/Regional and City Planning BA University of Oklahoma/2013/Environmental Sustainability
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> 6 years of consulting experience working as a GIS Program Manager for oil and gas, endangered species, wildlife habitat surveys, and environmental constraints in Texas, Oklahoma, Arkansas, Kansas, Mississippi, Louisiana, Wyoming, New Mexico, and Colorado. GIS Analyst responsibilities include geospatial data generation, processing and analysis; environmental constraints data gathering; geodatabase design and creation; cartographic map design and production; establishing and implementing QA/QC protocols; and technical support for projects using multiple coordinate systems and data formats. <p>Key Project Experience:</p> <p>Missouri City Park & Ride, Houston METRO, February 2019 – ongoing GIS lead for preparation of socioeconomic maps including Land Use, Community Impacts, and Environmental Justice figures for a proposed 16.5-acre Park & Ride Facility within the city limits of Missouri City, TX.</p> <p>Bridge over Poteau River EW 129.60 NS 470.70 County Road 74, Shady Point, OK, Oklahoma Department of Transportation, March 2020 – ongoing GIS lead for a 13.76-acre NEPA study area of new bridge and roadway alignment proposal being constructed south of existing bridge (NBI 1170) which is NRHP eligible. GIS deliverables include an Environmental Constraints Map for the initial FHWA and SHPO coordination, Water Resources, Wetland delineations, and endangered species survey figures.</p> <p>The original 9-foot section of Route 66 roadbed “Ribbon Road”, Ottawa County, June 2019 – ongoing GIS lead for Historic Structure Report Figures of 15.47-mile highway between Miami and Afton, Oklahoma. This report was submitted for National Register of Historic Place nomination.</p>	g. Other Experience and Qualifications relevant to the proposed project: <ul style="list-style-type: none"> Planner and policy analyst Experienced with projects in both public and private sector Experienced with preparation of planning documents, research studies, investigations, and analyses for a variety of projects <p>Key Project Experience:</p> <p>US-59 Improvements Project, Delaware and Ottawa Counties, OK – Prepared Community Impact Assessment for CE documentation for ODOT and FHWA approval.</p> <p>FM 529: SH 99 to FM 362, Harris and Waller Counties, TX – Prepared a Community Impact Assessment Technical Report for CE documentation to the TxDOT Houston District. The CE was approved by TxDOT in 2020.</p> <p>WA 1 US 82W Constraints Evaluation, Lamar County, TX – Managed the preparation of the environmental constraints report which documented the engineering and environmental constraints for the proposed reconstruction and widening of US-82W for approximately 16 miles from the Fannin County Line to Loop 286 West of Paris, Texas, in Lamar County. The constraints report was completed during January 2020.</p> <p>FM 517: SH 35 to IH 45, Brazoria and Galveston Counties, TX – Prepared a Community Impact Assessment Technical Report Revision for EA documentation to the TxDOT Houston District. The EA was approved by TxDOT in 2020.</p> <p>METRO Police Department Building, Houston, TX – Prepared a Community Impacts and Environmental Technical Report, and Land Use Technical Report for CE documentation. The CE was approved by FTA in 2020.</p>

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

a. Name & Title:	a. Name & Title:
Kate Castles – Environmental Planner	Nicole G. Cerimele, MA, RPA – Staff Archeologist
b. Project Assignment:	b. Project Assignment:
Planning and Socioeconomics	Archeology, Archival Research
c. Name of Firm with which associated:	c. Name of Firm with which associated:
Cox McLain Environmental Consulting, Inc.	Cox McLain Environmental Consulting, Inc.
d. Years experience: With This Firm...2.. With Other Firms...2..	d. Years experience: With This Firm...3.. With Other Firms...4..
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Year / Specialization
MSCR, University of Texas at Austin / 2018 / Community & Regional Planning MPAff, University of Texas at Austin / 2018 / Public Affairs BA, Southwestern University / 2012 / Environmental Studies	MA, University of Oklahoma/2017/ Anthropology BA, Trent University/2015/Anthropological Archaeology
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
American Institute of Certified Planners Candidate, Membership ID 332104 / 2019	Registered Professional Archeologist (RPA) # 17463
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:
<ul style="list-style-type: none"> Planner and policy analyst with experience working on projects sponsored by state and local governments Experience preparing many types of NEPA documents, including CEs, EAs, EISs, and stand-alone documents such as socioeconomic studies and indirect and cumulative impacts analyses Areas of expertise include community impact assessments, socio-economic and environmental justice analyses, and indirect and cumulative impact analyses 	<ul style="list-style-type: none"> Five years of experience in archeological research, primarily in Oklahoma. Current responsibilities include archeological reconnaissance, survey, excavation, historical research, assessing and documenting historic properties and determining eligibility for the National Register of Historic Places (NRHP) in compliance with Section 106 and NEPA
Key Project Experience: <i>Project Connect – Blue Line and Gold Line; Capital Metropolitan Transportation Agency (CapMetro), Travis County, TX – 2018-present.</i> Deputy Project Manager. CMEC supported HNTB working with CapMetro to plan and develop major enhancements to Austin's transit infrastructure. Managed internal communications with planning and cultural resources staff. Task lead for preparing Station Area Evaluation including detailed socioeconomic analysis and GIS mapping. Supported CMEC staff and coordinated with client's task leads for preparation of multiple deliverables including the Environmental Analysis Memorandum, Alternative Analysis, Bridging Document, and Planning and Environmental Linkages study.	Key Project Experience: <i>Archaeological Survey for EW 0470 ("019") Bridge Replacement over Ivanhoe Creek, Ellis County, Oklahoma, December 2019-January 2020.</i> Served as Principal Investigator for cultural resource survey for 0.61 acres of bridge and roadway improvements. Completed archeological survey and completed review of final report on behalf of Circuit Engineering District 8 for the USACE. <i>Archaeological Survey for EW 0480 ("Pipe") Bridge Replacement over Ivanhoe Creek, Ellis County, Oklahoma, December 2019-January 2020.</i> Served as Principal Investigator for cultural resource survey for 0.61 acres of bridge and roadway improvements. Completed archeological survey and completed review of final report on behalf of Circuit Engineering District 8 for the USACE. <i>Cultural Resources Survey for Improvements to NS-254 and EW-84 ODOT JP 31144(04), Blaine County, October-November 2019.</i> Serving as Project Archeologist for 10 acres of bridge and roadway improvements. Completed and supervised team in archaeological survey, completing background research and the preparation and documentation of final report on behalf of the Oklahoma Department of Transportation.

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
(1) Oklahoma City - Northwest Bus Rapid Transit	Historic survey supporting a NEPA FTA Categorical Exclusion	Brian Comer, HNTB Corp. 101 N Robinson Ave, Oklahoma City, OK 73102 (816) 527-2705	2019	Unknown	27.4K
(2) Capital Metro (Austin, TX) – Blue and Gold Light Rail Transit Lines	Alternatives Analysis, Planning and Environmental Linkage sections in preparation for NEPA phase	Sara Hage, HNTB Corp. 701 Brazos, Suite 450, Austin, TX 78701 (312) 520-7778	May 2020	Unknown	104K
(3) Capital Metro (Austin, TX) – Downtown Redline Station	Categorical Exclusion Reevaluation and Environmental Compliance Inspection	Steve Roth, HNTB Corp. 701 Brazos, Suite 450, Austin, TX 78701 (512) 797-9627	CE 2018 (inspections ongoing)	Unknown	62K
(4) VIA Transit (San Antonio, TX) – Rapid Transit Corridor	Detailed GIS Route Analysis, Regulations Summary for Standard Operating Procedures	Charl Everson, HNTB Corp. 130 E. Travis, Suite 200, San Antonio, TX 78205 (210) 541-1916	2019	Unknown	41K
(5) Houston Metro (Houston, TX) – General Planning Contract (subconsultant)	Various Tech Reports and CE documents (park and rides, transit centers, police station)	Sina Raouf, WSP 16200 Park Row, Suite 200, Houston, TX 77084 (281) 552-2726	2015-2020	Unknown	96K
(6) SH 28 Bridges – Pensacola Dam, Grand Lake, Mayes & Delaware Counties, OK	Socioeconomic, Biological, Historic, Archeological Specialist Studies for road repair and bridge widening	Sue Tryon, Benham 14000 Quail Springs Pkwy, Suite 500 Oklahoma City, OK 73134 (918) 232-5786	2019	Unknown	152K
(7) US 69 at Calera, Bryan County, OK	Socioeconomic Specialist Study, Documented CE and Public Involvement Support	Siv Sundaram, ODOT 200 NE 21 st Street, Oklahoma, OK 73105 (405) 522-3791	2018	Unknown	31K
(8) SW 34 th Street over I-35, City of Moore, Cleveland County, OK	Cultural Resources, Noise, Socioeconomic Specialist Studies	Cassidy Doescher, EST 480 24 th Ave NW, Norman, OK 73071 (405) 227-6067	2017	Unknown	30K
(9) Kaw Lake Overlook Environmental Assessment, Osage County, OK	EA and Specialist Studies including T&E species, Waters, Cultural Resources, HazMat	Natascha Holloway & Shanna Stierwalt, Kaw Lake Association 3517 Lake Road, Ponca City, OK 74604 (580) 269-2213	2018	Unknown	15K
(10) Turner Turnpike Improvements, Oklahoma Turnpike Authority	Cultural Resources surveys and construction monitoring	Kirsten McCullough, Garver 6450 South Lewis, Suite 300, Tulsa, OK 74136 (918) 858-3799	2018	Unknown	171K

9. All work by firms or joint-venture members currently being performed directly for federal agencies..

a. Project Name & Location	b. Nature of Firm's Responsibility	b. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
(1) IBWC Arroyo Colorado NEPA EA IDIQ Task Order- Harlingen, Texas	(1) NEPA Environmental Assessment for all environmental categories	International Boundary and Water Commission, U.S. Section 4191 N Mesa Street El Paso, TX 79902 Lanissa McCollum Contracting Officer (915) 832-4120	(1) 90%	(1) Unknown	(1) \$135K
(2) IBWC Fort Brown Phase I Environmental Site Assessment Task Order – Brownsville, Texas	(2) Fort Brown – Phase I ESA for hazardous materials		(2) 100%	(2) Unknown	(2) \$55K

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

COX|McLain Environmental Consulting Inc. (CMEC) is a WBE/DBE/HUB-certified environmental consulting firm founded in 2007 with offices in the Dallas/Ft. Worth metroplex, Houston and Austin, Texas and Tulsa and Oklahoma City, Oklahoma. Our staff includes ~70 biologists, wetland ecologists, planners, GIS specialists, archeologists, archival researchers, architectural historians, and a historic architect. Our goal is to provide the highest quality environmental and cultural resources consulting services and the best customer care in an efficient manner. CMEC specializes in National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and state antiquities code compliance and produces Categorical Exclusions, Environmental Assessments, Environmental Impact Statements, historic buildings/structures reports, archeological reports, and other compliance documents. CMEC provides compliance services critical to regulatory clearance, such as wetland/Section 404 permit support, Endangered Species Act field work and regulatory consultation, archeological and historic resources surveys and evaluations, and socioeconomic/environmental justice and community impact analysis. Our staff members have managed scores of environmental and cultural-resources projects for cities, counties, and other entities throughout Texas, Oklahoma, Louisiana and the western U.S.

Ms. McLain is President and Principal at COX|McLAIN Environmental Consulting Inc. Ms. McLain is a veteran environmental planner who has worked in the consulting industry since 1997. She is a seasoned project manager with expertise in NEPA compliance, social and economic analysis and environmental justice issues. Ms. McLain has managed concurrent projects including Environmental Impact Statements, Environmental Assessments, Community Impact Assessments, Planning and Environmental Linkage studies, and Categorical Exclusions. Ms. McLain leads CMEC's Transit Projects and has worked on environmental documents for VIA, Capital Metro, Houston Metro, and DART. She has built a team of four planners with masters' degrees and a particular interest in transit projects and their potential benefits from a socioeconomic perspective. The cultural resources team at CMEC is rapidly gaining relevant transit experience, starting with the opportunity to conduct extensive historic resources and archeological surveys in association with the VIA Modern Streetcar project. Our cultural resources staff members have worked on Section 106 compliance projects in several locations including for the Oklahoma City Northwest Bus Rapid Transit project.

CMEC's project experience is directly relevant to the Oklahoma RTA contract because we assess potential impacts to ecological, cultural, and human environment from the footprint of a proposed linear infrastructure project. We recently did the constraints data collection and GIS mapping for the VIA Rapid Transit Corridors in San Antonio and understand the difference between that initial phase and the NEPA compliance phase. In addition, we have just completed supporting the prime contractor for historic resources, archeological resources, station area analysis, and demographic information for the Alternatives Analysis and Planning and Environmental Linkage phases in preparation for NEPA compliance for Capital Metro's Blue and Gold lines in Austin, Texas. In addition, we hold several evergreen contracts with Oklahoma Department of Transportation for cultural resources, biological resources, local government projects, and NEPA projects so we are building strong institutional knowledge of environmental constraints for transportation infrastructure across the state of Oklahoma.

With 11 specialists in Oklahoma City and Tulsa, we have boots on the ground nearby. Most of our compliance projects require an alternatives analysis, which is the heart of the NEPA process. We know how to compare and contrast various mode alternatives with regard to both the sensitivity of the various resources affected, and the regulatory compliance requirements that may affect the overall level of effort and project schedule. We thrive on an interactive dialog with the design team to help them avoid, minimize, and mitigate impacts (in that order) to optimize project efficiency and clear the regulatory hurdles necessary to get a project to construction. We would greatly appreciate the opportunity to support efforts to bring more transit projects to Oklahoma City.

10. The foregoing is a statement of facts.

Signature: 

Typed Name and Title: L. Ashley McLain, President

Date: 5/28/20

✿ ✿

*

SOL *

101 Park Avenue, Unit 1
Hoboken, NJ
07030

CAD Operators
Construction Managers
Project Managers
IT Specialists

Total Personnel

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

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

[illegible]

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Yoav Hagler	
b. Project Assignment: Service & Operations Planning	
c. Name of Firm with which associated: DB Engineering & Consulting USA, Inc.	
d. Years experience: With This Firm <u>2</u> With Other Firms <u>10</u>	
e. Education: Degree(s)/Year/ Specialization B.A., Economics, Wesleyan University - 2000 M.S., Urban Planning, Columbia University - 2008	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Clayton Johanson	a. Name & Title:
b. Project Assignment: Service & Operations Planning	b. Project Assignment:
c. Name of Firm with which associated: DB Engineering & Consulting USA, Inc.	c. Name of Firm with which associated:
d. Years experience: With This Firm <u>1</u> With Other Firms <u>14</u>	d. Years experience: With This Firm _____ With Other Firms _____
e. Education: Degree(s)/Year/ Specialization B.A., Transportation and Logistics, Iowa State University - 2002	e. Education: Degree(s)/Year/ Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
Caltrain Business Plan, San Carlos, CA	Service & Operations Planning Support	Caltrain, 1250 San Carlos Ave., San Carlos, CA 94070 Sebastian Petty, 650-622-7831	2020	\$4,000,000	\$761,732
SJJPA On-Call Planning, Stockton, CA	Service & Operations Planning Support	San Joaquin Joint Powers Authority, 949 East Channel Street Stockton CA 95202, Dan Leavitt, 209-944-6266	2020	\$505,000	\$505,000
CCJPA On-Call Planning, Oakland, CA	Service & Operations Planning Support	Capitol Corridor Joint Powers Authority, 300 Lakeside Dr 14th Floor East, Oakland, CA 94612, Mike Hendley, 510-421-1063	2020	\$1,000,000	\$103,274
Atlantic Gateway, Richmond, VA	Service & Operations Planning Support	Kimley Horn, 1700 Willow Lawn Drive Suite 200 Richmond, VA 23230, Corey Hill, 804-673-3882	2020	unknown to sub	\$285,000
TAMC Network Integration, Salinas, CA	Service & Operations Planning Support	Transportation Agency for Monterey County, 55-B Plaza Circle Salinas, CA 93901, Christina Watson, 831-775-4406	2020	\$250,000	\$78,746
BNSF On-Call Planning, Fort Worth, TX	Service & Operations Planning Support	BNSF Railway, 2650 Lou Menk Dr., Fort Worth, TX 76131 D.J. Mitchell, 817-352-1230	2020	\$398,634	\$398,634

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
FRA Regional Planning in the Midwest	Service & Operations Planning Support	Quetica, LLC, 3800 American Boulevard West, Suite 1500 Bloomington, MN 55431, Holly Zimmermann, 651-964-4646	30%	\$406,030	\$31,760.00

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

11. The foregoing is a statement of facts.

Signature: _____



Digitally signed by Yoav Hagler
Date: 2020.05.29 17:48:34
+04'00'

Typed Name and Title:

Date:

**STANDARD
FORM (SF)**

255

Architect-Engineer
And Related Services
Questionnaire for
Specific Project

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

RTA Alternatives Analysis Update
Oklahoma

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

May 4, 2020

2b. Agency Identification
Number, if any:

5. Firm (or Joint Venture) Name & Address:

Frontier Land Surveying, LLC
600 W. 18th Street
Edmond, OK 73013

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

Kelly Farmer, President
(405) 285-0433

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

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

(A)____ (B) <u>1</u> Administrative	(A)____ (B)____ Electrical Engineers	(A)____ (B)____ Oceanographers	(A)____ (B) <u>5</u> CAD Operators
(A)____ (B)____ Architects	(A)____ (B)____ Estimators	(A)____ (B)____ Planners: Urban/Regional	(A)____ (B)____ Construction Managers
(A)____ (B)____ Chemical Engineers	(A)____ (B)____ Geologists	(A)____ (B)____ Sanitary Engineers	(A)____ (B)____ Project Managers
(A)____ (B)____ Civil Engineers	(A)____ (B)____ Hydrologists	(A)____ (B)____ Soils Engineers	(A)____ (B)____ IT Specialists
(A)____ (B)____ Construction Inspectors	(A)____ (B)____ Interior Designers	(A)____ (B)____ Specification Writers	(A)____ (B)____ _____
(A)____ (B)____ Draftsmen	(A)____ (B)____ Landscape Architects	(A)____ (B)____ Structural Engineers	(A)____ (B)____ _____
(A)____ (B)____ Ecologists	(A)____ (B)____ Mechanical Engineers	(A) <u>2</u> (B) <u>9</u> Surveyors	(A)____ (B)____ _____
(A)____ (B)____ Economists	(A)____ (B)____ Mining Engineers	(A)____ (B)____ Transportation Engineers	(A) <u>2</u> (B) <u>14</u> Total Personnel

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

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

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

Name & Address	Specialty	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project:	
a. Name & Title:	a. Name & Title:
Kelly E. Farmer, President	Adam K. Hinds, PLS, Vice President
b. Project Assignment:	b. Project Assignment:
Client relations, contract administration	Licensed Land Surveyor and Project Manager
c. Name of Firm with which associated:	c. Name of Firm with which associated:
Frontier Land Surveying, LLC	Frontier Land Surveying, LLC
d. Years experience: With This Firm.....6 With Other Firms.....19	d. Years experience: With This Firm.....6 With Other Firms.....15
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Year / Specialization
B.S. in Mathematics, 2000 – Oklahoma State University	Southwestern Oklahoma State University – 2004 Cameron University – 2005 Oklahoma State University OKC – 2007 – Civil-Survey Technology
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
Oklahoma C.A. - 7232	2011 - Oklahoma Licensed Surveyor #1781
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:
<p>Mrs. Farmer is a managing partner and President for Frontier Land Surveying. Having more than 19 years of experience in the land surveying and civil engineering industry with clients such as:</p> <ul style="list-style-type: none"> • Oklahoma Department of Transportation • Oklahoma Transportation Authority • Municipalities and Counties • Natural Resources and Conservation Service • Oklahoma Aeronautics Commission • Architects • Educational Institutions • Private landowners and developers <p>Mrs. Farmer is responsible for day to day management, marketing, human resources, accounting, and operations.</p> <p>As a member of another firm Mrs. Farmer has performed environmental studies, assisted with public meetings, provided field and office survey services, managed projects, and been responsible for business operations.</p>	<p>Mr. Hinds is a partner and PLS for Frontier Land Surveying. Having more than 15 years of experience including generating proposals, cost estimates and schedules, being responsible for managing crews, equipment and office staff along with performing various surveys across the state such as:</p> <ul style="list-style-type: none"> • Boundary, property, lot, subdivision and ALTA/ACSM surveys • Topographic surveys • Route and Utility surveys • Site development and Architectural surveys • Roadway, bridge and airport design surveys • Construction staking, verifications and quantities • Right-of-Way Staking • GIS

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

a. Name & Title:

Joseph H. Farmer, PLS, Vice President

a. Name & Title:

J. Wyatt Bishop, PLS

b. Project Assignment:

Licensed Land Surveyor and Project Manager

b. Project Assignment:

Licensed Land Surveyor and Project Manager

c. Name of Firm with which associated:

Frontier Land Surveying, LLC

c. Name of Firm with which associated:

Frontier Land Surveying, LLC

d. Years experience: With This Firm.....6 With Other Firms.....15

d. Years experience: With This Firm.....3 With Other Firms.....22

e. Education: Degree(s) / Year / Specialization

BS in Aviation Sciences, Oklahoma State University (Minor in Marketing)
 USAF, Basic Military Training (Honor Graduate)/Tech School (Command and Control)/ANG-Academy of Military Science (Distinguished Graduate)

e. Education: Degree(s) / Year / Specialization

Oklahoma State University OKC / Civil-Survey Technology Core Curriculum

f. Active Registration: Year First Registered / Discipline

2011 - Oklahoma Licensed Surveyor #1799

f. Active Registration: Year First Registered / Discipline

2007 - Oklahoma Licensed Surveyor #1649
 2007 - Kansas Licensed Surveyor #1467

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

Mr. Farmer is a partner and PLS for Frontier Land Surveying. Having more than 15 years of experience including generating proposals, cost estimates and schedules, being responsible for managing crews, equipment and office staff along with performing various surveys across the state such as:

- Boundary, property, lot, subdivision and ALTA/ACSM surveys
- Topographic surveys
- Route and Utility surveys
- Site development and Architectural surveys
- Roadway, bridge and airport design surveys
- Construction staking, verifications and quantities
- Right-of-Way Staking
- GIS

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

Mr. Bishop has more than 22 years of experience including generating proposals, cost estimates and schedules, being responsible for managing crews, equipment and office staff along with performing various surveys across the state such as:

- Boundary, property, lot, subdivision and ALTA/ACSM surveys
- Topographic surveys
- Route and Utility surveys
- Site development and Architectural surveys
- Roadway, bridge and airport design surveys
- Construction staking, verifications and quantities
- Right-of-Way Staking
- GIS

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
(1) I-44/US-75 Interchange, Tulsa County, Oklahoma	Control and preliminary DTM created for design by three consultant teams.	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Geoffrey King (405) 521-2621	April 2020		\$200
(2) Guardrail survey, multiple locations, multiple counties in Oklahoma	Complete guardrails surveys at 41 locations	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Derrick Anderson (405) 919-9137	February 2020		\$162
(3) US-77 from US-60, South 1 mile to US-60B, then East to US-60 Jct, Kay County Oklahoma	Design survey of highway, team coordination of LiDAR data collection, control, align, ROW, utilities, etc	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Geoffrey King (405) 521-2621	In Progress		\$181
(4) SH-116 from 2 miles east of US-59, extending east 2.2 miles, Delaware County, Oklahoma	Design survey of highway, team coordination of LiDAR data collection, control, align, ROW, utilities, etc	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Darin Stratton (405) 919-9140	In Progress, awaiting final alignment		\$231
(5) SH-9 from 108 th to 156 th Avenue East, Norman, Oklahoma	Design survey of highway, team coordination of LiDAR data collection, control, align, ROW, utilities, etc	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Derrick Anderson (405) 919-9137	August 2019		\$283
(6) SH-11 at 86 th Street near Sperry, Tulsa County, Oklahoma	Design survey of highway, data collection, control, align, ROW, utilities, etc	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Geoffrey King (405) 521-2621	October 2018		\$44
(7) Airport Road over I-40 in Weatherford, Custer County, Oklahoma	Design survey of highway, team coordination of LiDAR data collection, control, align, ROW, utilities, etc	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Kyle King (405) 521-2621	September 2018		\$103
(8) H.E. Bailly Turnpike Bridges (3) Cotton County, Oklahoma	Design survey of turnpike and bridges, control, align, utilities, etc	Oklahoma Turnpike Authority 3500 N. MLK Avenue Oklahoma City, OK 73111	June 2018		\$14
(9) I-35 from I-44 to Waterloo, Oklahoma County, Oklahoma	Study survey including team coordination of LiDAR, utilities, and alignments	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Geoffrey King (405) 521-2621	September 2017		\$159

(10) US-64 from US-177 East through Morrison, Noble County	Design survey of highway, team coordination of LiDAR data collection, control, align, ROW, utilities, etc	OK Department of Transportation 200 NE 21 st Street Oklahoma City, OK 73105 Kyle King (405) 521-2621	August 2017		\$194
--	---	--	-------------	--	-------

STANDARD FORM 255 PAGE 9 (REV. 11-92)

9. All work by firms or joint-venture members currently being performed directly for federal agencies..

a. Project Name & Location	b. Nature of Firm's Responsibility	b. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

At Frontier Land Surveying we focus on providing big firm expertise as a fearless small business. Our innovative approach to your surveying needs consistently yields the foundational building block to a successful project. Our team delivers professional land survey services from small boundary surveys to large interstate design surveys. Our "frontier" is among the extreme limits of understanding and achievement in the practice of land surveying, both in the field and the office. Our team has countless hours of training and experience in various data collection methods and processing of both conventional and LiDAR data sets. The exceptional knowledge, expertise, and skill we possess translates into a product that you can be confident is a firm foundation for your project. We understand that Frontier is only as good as our last project; therefore, we are passionate about providing unrivaled service.

Frontier was established by members with more than five decades combined experience and an extensive background in working for State and Local Governments, Counties, Federal entities, and the private sector. Our members are very familiar with what it takes to research, cost estimate, schedule, survey, compile, and submit the details of most any survey project.

Current resources include:

13 Custom workstations
 AutoCAD Civil 3D 2018
 Bentley OpenRoads
 OPUS Projects trained and qualified
 Trimble Business Center
 6 Trimble R-10 GNSS RTK GPS
 6 TDL 450H Radio Kit
 Trimble S3 Robotic Station
 Trimble SX-10 Scanning Station
 7 Trimble TSC3 survey controllers
 1 Trimble TSC 7 survey controller
 Sokkia B20 Automatic Level
 3 Magnetic Locator
 2 Subsurface Utility Locator

10. The foregoing is a statement of facts.

Date: 05/29/2020

Signature: Kelly E. Farmer Typed Name and Title: Kelly E. Farmer, President

STANDARD FORM (SF) 255 Architect-Engineer And Related Services Questionnaire for Specific Project	1. Project Name/Location for which Firm is Filing: Regional Transportation Authority of Oklahoma Alternative Analysis Update	2a. Commerce Business Daily Announcement Date, if any:	2b. Agency Identification Number, if any:
5. Firm (or Joint Venture) Name & Address: InfraStrategies, LLC 2211 Michaelson Drive Suite 900 Irvine, CA 92612		3a. Name, Title & Telephone Number of Principal to Contact: Jeffrey F. Boothe Managing Principal (703) 625-9600	
		3b. Address of office to perform work, if different from Item 3: 1875 K Street, NW Fourth Floor Washington, DC 20006	
4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel <u>to be utilized</u> on this project on line (A) and In-house personnel on line (B).			
(A)____ (B)____ Administrative (A)____ (B)____ Architects (A)____ (B)____ Chemical Engineers (A)____ (B)____ Civil Engineers (A)____ (B)____ Construction Inspectors (A)____ (B)____ Draftsmen (A)____ (B)____ Ecologists (A) <u>2</u> (B) <u>2</u> Economists	(A)____ (B)____ Electrical Engineers (A)____ (B)____ Estimators (A)____ (B)____ Geologists (A)____ (B)____ Hydrologists (A)____ (B)____ Interior Designers (A)____ (B)____ Landscape Architects (A)____ (B)____ Mechanical Engineers (A)____ (B)____ Mining Engineers	(A)____ (B)____ Oceanographers (A) <u>1</u> (B) <u>1</u> Planners: Urban/Regional (A)____ (B)____ Sanitary Engineers (A)____ (B)____ Soils Engineers (A)____ (B)____ Specification Writers (A)____ (B)____ Structural Engineers (A)____ (B)____ Surveyors (A)____ (B)____ Transportation Engineers	(A)____ (B)____ CAD Operators (A)____ (B)____ Construction Managers (A)____ (B)____ Project Managers (A)____ (B)____ IT Specialists (A)____ (B)____ _____ (A)____ (B)____ _____ (A) <u>3</u> (B) <u>3</u> Total Personnel

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

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

STANDARD FORM 255 PAGE 3 (REV. 11-92)

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

Name & Address	Specialty	Worked with Prime before (Yes or No)
1) Jeffrey F. Boothe 1875 K Street, NW Fourth Floor Washington, DC 2006	Strategic advisory services with a focus on federal funding, project governance, project development and advancement and the Capital Investment Grants Program.	Yes
2) Amanda Vandegrift 881 Peachtree Street, NE Atlanta, Georgia 30309	Strategic advisory services focused on project funding, financial modeling, financial planning, and development of project financial plans.	Yes
3) Sharon Greene 2211 Michelson Drive, Suite 900 Irvine, CA 92612	Strategic advisory services focused on project funding, financial modeling, financial planning, and development of project financial plans.	Yes
4)		

STANDARD FORM 255 PAGE 4 (REV. 11-92)

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project:	
a. Name & Title:	a. Name & Title:
Jeff Boothe, Managing Principal	Sharon Greene, Managing Principal
b. Project Assignment:	b. Project Assignment:
Strategic advisory services with a focus on federal funding, project governance, project development and advancement and the Capital Investment Grants Program.	Strategic advisory services focused on project funding, financial modeling, financial planning, and development of project financial plans.
c. Name of Firm with which associated:	c. Name of Firm with which associated:
InfraStrategies, LLC	InfraStrategies, LLC
d. Years experience: With This Firm 2 With Other Firms 32	d. Years experience: With This Firm 2 With Other Firms 45
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Year / Specialization
Bachelor of Arts, Political Science, Stanford University, 1977	Master Urban & Regional Planning MCP, Kennedy School of Government, Harvard University, 1974
Juris Doctor, George Mason University, 1987	Bachelor of Arts, Tufts University, 1968
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:
Jeff Boothe combines a deep and long-standing knowledge of FTA statutes, rules, and guidance with extensive project experience in the public transit industry. Jeff has provided strategic advisory services for more than a dozen FTA Capital Investment Grants (CIG) projects in service, he served as outside counsel for eight Full Funding Grant Agreements (FFGAs) and is currently providing strategic advisory services for eight CIG projects in the project development process. Jeff advises transit boards, elected officials, and local stakeholders on the key project issues that will arise for every major capital project, the organizational structure needed to deliver the project, local governance issues, and the lessons learned to successfully navigate the CIG program.	Sharon Greene has been at the forefront of innovation in transportation and infrastructure development and finance for more than 45 years. Sharon is a specialist in transportation economics, infrastructure finance, and transportation planning, with experience throughout the US and abroad. She has led projects and managed programs in public transit, and high speed, intercity, and commuter rail; highways and toll facilities; and freight and goods movement. Sharon provides financial consulting services to many agencies that are currently in various stages of the FTA CIG process; agencies pursuing USDOT competitive funding and financing opportunities, including INFRA and BUILD (formerly TIGER) grants and the Transportation Infrastructure Finance and innovation Act (TIFIA) and Railroad Rehabilitation and Improvement Financing (RRIF) federal loan programs; and agencies pursuing state and regional discretionary funding.

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

a. Name & Title:

Amanda Vandegrift, Principal Consultant

a. Name & Title:

b. Project Assignment:

Strategic advisory services focused on project funding, financial modeling, financial planning, and development of project financial plans.

b. Project Assignment:

c. Name of Firm with which associated:

InfraStrategies, LLC

c. Name of Firm with which associated:

d. Years experience: With This Firm 2 With Other Firms 9

d. Years experience: With This Firm..... With Other Firms.....

e. Education: Degree(s) / Year / Specialization

Master of Science, Civil Engineering, Georgia Institute of Technology, 2013

Bachelor of Science, Civil Engineering, Georgia Institute of Technology, 2012

e. Education: Degree(s) / Year / Specialization

f. Active Registration: Year First Registered / Discipline

f. Active Registration: Year First Registered / Discipline

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

As one of Mass Transit Magazine's 2018 Top 40 Under 40, Amanda is a rising star in the transportation industry. Amanda Vandegrift assists transportation providers across the country with financial planning, policy analysis, and strategic advisory services. She specializes in the development of project financial strategies and has assisted numerous agencies with positioning projects for federal grants and loans and identifying potential state, local, and private funding options. Amanda has led and coordinated complex financial work for transportation projects across the country, including the multi-billion dollar Amtrak Gateway Program into New York City and Link Union Station (Link US) Project in Los Angeles. Prior to joining InfraStrategies, Amanda worked for two major consulting firm as a specialist in transit and rail funding and financing strategies.

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

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
(1) Atlanta-Region Transit Link Authority Transit Financial Plan Atlanta, Georgia	Financial planning services, including the development of the Atlanta region's first comprehensive financial model for transit. InfraStrategies will use the model to identify funding sources and fill project funding gaps.	Jonathan Ravenelle 245 Peachtree Center Avenue, NE Suite 2300 Atlanta GA 30303-1223 404.893.3030	Ongoing	\$150,000	\$130,000
(2) Ultimate Urban Circulator Jacksonville, FL	Financial, project delivery, and strategic advisory services regarding implementation of autonomous vehicle technology.	Bernard Schmidt 121 West Forsyth Street Jacksonville, FL 32202 904.633.8548	Ongoing	\$497,000	\$497,000
(3) Transbay Rail Crossing San Francisco, CA	Strategic advisory, financial advisory, and program management support to advance the expansion and new San Francisco Bay crossing of both heavy rail and commuter rail service.	Ellen Smith 300 Lakeside Drive 21st Floor Oakland, CA 94612 510.287.4758	Ongoing		\$3,000,000
(4) Atlanta Beltline Transit Task Force Atlanta, Georgia	Strategic and financial advisory services to assess transit technology options, peer project costs, and	Clyde Higgs 100 Peachtree Street, NW Suite 2300 Atlanta, GA 30303 404.477.3648	August 2018	\$24,200	\$24,200

	develop a final report recommending how to advance transit on the Atlanta BeltLine.				
(5) Honolulu Rail Transit Project Honolulu, HI	Strategic, financial, and delivery advisory services for the planning, design, and construction of an \$8.2 billion elevated rail project, including an analysis of P3 options, financial documents for FTA, and the development of a strategic plan.	Andrew Robbins 1099 Alakea Street, Suite 1700 Honolulu, HI 96813 808.768.6262	Ongoing	\$2,500,000	\$2,500,000
(6) Creation of Atlanta-Region Transit Link Authority	Strategic advisory services to present options for the formation and adoption of a new transit authority by the Georgia Legislature.	Kevin Tanner, Chairman House Transportation Committee State Capital Atlanta, GA 404.656.3947	August 2017	\$240,000	\$120,000
(7) Link Union Station Project Los Angeles, CA	Developed financial strategy for the multi-billion multimodal transit and passenger rail project. Secured a state grant of nearly \$400 million for the project.	Jeanet Owens, Los Angeles County Transportation Authority 213.922.6877	March 2018		
(8) Fox Island Bridge Financial Model and Scenarios Pierce County, Washington	Financial, project delivery, and strategic advisory services, including the creation of a financial model, preparation of revenue estimates, and development of several financial scenarios for the replacement or rehabilitation of the Fox Island Bridge.	Kraig Shaner Bridge Engineer Supervisor (253) 798-2796		\$90,000	\$90,000

(9)					
(10)					

STANDARD FORM 255 PAGE 9 (REV. 11-92)

9. All work by firms or joint-venture members currently being performed directly for federal agencies..

a. Project Name & Location	b. Nature of Firm's Responsibility	b. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible

STANDARD FORM 255 PAGE 10 (REV. 11-92)

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

10. The foregoing is a statement of facts.

Date: May 30, 2020

Signature:



Typed Name and Title: Jeffrey F. Boothe Managing Principal

<div>STANDARD FORM (SF)</div> <div>255</div> <div>Architect-Engineer And Related Services Questionnaire for Specific Project</div>	1. Project Name/Location for which Firm is Filing:		2a. <i>Commerce Business Daily</i> Announcement Date, if any:	2b. Agency Identification Number, if any:
	Alternatives Analysis Update/Central OK			SOL *
			N/A	
3. Firm (or Joint Venture) Name & Address:		3a. Name, Title & Telephone Number of Principal to Contact:		
Shiels Obletz Johnsen, Inc. 1140 SW 11 th Ave, Suite 500 Portland, OR 97205		D.J. Baxter, Partner & Sr. Project Manager 801-414-3204		
		3b. Address of office to perform work, if different from Item 3:		
		same		
4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel <u>to be utilized</u> on this project on line (A) and In-house personnel on line (B).				
<div><div>(A)____(B)____ Administrative</div><div>(A)____(B)____ Architects</div><div>(A)____(B)____ Chemical Engineers</div><div>(A)_1_(B)_1_ Civil Engineers</div><div>(A)____(B)____ Construction Inspectors</div><div>(A)____(B)____ Draftsmen</div><div>(A)____(B)____ Ecologists</div><div>(A)____(B)____ Economists</div><div>(A)____(B)____ Electrical Engineers</div><div>(A)____(B)____ Estimators</div><div>(A)____(B)____ Geologists</div><div>(A)____(B)____ Hydrologists</div><div>(A)____(B)____ Interior Designers</div><div>(A)____(B)____ Landscape Architects</div><div>(A)____(B)____ Mechanical Engineers</div><div>(A)____(B)____ Mining Engineers</div><div>(A)____(B)____ Oceanographers</div><div>(A)____(B)____ Planners: Urban/Regional</div><div>(A)____(B)____ Sanitary Engineers</div><div>(A)____(B)____ Soils Engineers</div><div>(A)____(B)____ Specification Writers</div><div>(A)____(B)____ Structural Engineers</div><div>(A)____(B)____ Surveyors</div><div>(A)____(B)____ Transportation Engineers</div><div>(A)____(B)____ CAD Operators</div><div>(A)____(B)____ Construction Managers</div><div>(A)_2_(B)_2_ Project Managers</div><div>(A)____(B)____ IT Specialists</div><div>(A)____(B)____ _____</div><div>(A)____(B)____ _____</div><div>(A)____(B)____ _____</div><div>(A)_3_(B)_3_ Total Personnel</div></div>				
5. If submittal is by JOINT-VENTURE list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm: (Attach SF 254 for each if not on file with Procuring Office.)				
n/a – not a Joint Venture.				
5a. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No				

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

Name & Address	Specialty	Worked with Prime before (Yes or No)
1) Shiels Oblatz Johnsen, Inc. 1140 SW 11 th Ave, Suite 500 Portland, OR 97205	Transit planning, funding, federal compliance, operations and maintenance planning and cost estimating, construction oversight, testing and commissioning, SSO documentation. Real estate development, construction administration, and documentation. Owner's representative services for transit and real estate projects.	YES
2)		
3)		
4)		
5)		
6)		
7)		
8)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project:	
a. Name & Title:	a. Name & Title:
D.J. Baxter, Partner & Sr. Project Manager	Kim Knox, Partner & Sr. Project Manager
b. Project Assignment:	b. Project Assignment:
Transit Program Development	Transit Program Development
c. Name of Firm with which associated:	c. Name of Firm with which associated:
Shiels Obletz Johnsen, Inc.	Shiels Obletz Johnsen, Inc.
d. Years experience: With This Firm: 4. With Other Firms: 20.	d. Years experience: With This Firm: 20. With Other Firms: 17
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Year / Specialization
BA: 1989: Political Science JD: 1994: Law, Real Estate Development, Land Use Regulation	Bachelor of Architecture: 1981 / University of Oregon
f. Active Registration: Year First Registered / Discipline	f. Active Registration: Year First Registered / Discipline
Utah State Bar: 1994	None.
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:
<ol style="list-style-type: none"> 1. Served as Salt Lake City Redevelopment Director 2007-2016 2. Oversaw numerous planning and community engagement efforts for transit-oriented development; directed land acquisitions and dispositions; environmental remediation; developer solicitation and agreements, infrastructure planning, funding, and construction. 3. Directed/managed development of Streetcar line in Salt Lake City, funded by TIGER II Grant. 4. Oversaw and participated in NEPA clearance for streetcar project, including Alternatives Analysis and EA. 5. Currently consulting for streetcar projects across US on operations and maintenance organization, cost estimating, SSO documentation, funding strategies. 	<ol style="list-style-type: none"> 1. Project Manager for Sound Transit \$75M FTA Small Starts grant request. 2. Project Manager for OKC Streetcar Economic Development Strategy and streetcar alignment recommendations. 3. Manager for selection process for OKC Streetcar operations and maintenance contractor 4. Project Manager for Economic Development evaluation of Salt Lake City Downtown Streetcar Alternatives Analysis. 5. Development consultant for Tucson Streetcar corridor Economic Development Strategy. 6. Project Manager for Portland Interstate Light Rail Station Revitalization project.

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

a. Name & Title:

Gary Hopkins, Project Manager

a. Name & Title:

b. Project Assignment:

Transit Program Development

b. Project Assignment:

c. Name of Firm with which associated:

Shiels Oblatz Johnsen, Inc.

c. Name of Firm with which associated:

d. Years experience: With This Firm 35 With Other Firms 8

d. Years experience: With This Firm..... With Other Firms.....

e. Education: Degree(s) / Year / Specialization

e. Education: Degree(s) / Year / Specialization

Associates of Science / 1976 / Civil Engineering

f. Active Registration: Year First Registered / Discipline

ICBO Special Inspector (Structural Steel, Structural Masonry, Prestressed Concrete, Concrete) 1976 to 2015. HAZMAT 1990-2012

f. Active Registration: Year First Registered / Discipline

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

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

1. Currently working as Oklahoma City Streetcar Interface Manager, coordinating final testing, inspection, and documentation.
2. Has worked on implementation of rail construction projects continuously since 1984.
3. Has worked as City Rail Inspector and private consultant.
4. Has held various roles during startup and testing of rail systems, including inspection, administration, and conducting staff training.
5. Has worked closely with state and federal oversight agencies in Portland, OR; Kansas City, MO; Detroit, MI; Oklahoma City, OK.

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

a. Name & Title:

a. Name & Title:

b. Project Assignment:

b. Project Assignment:

c. Name of Firm with which associated:

c. Name of Firm with which associated:

d. Years experience: With This Firm..... With Other Firms.....

d. Years experience: With This Firm..... With Other Firms.....

e. Education: Degree(s) / Year / Specialization

e. Education: Degree(s) / Year / Specialization

f. Active Registration: Year First Registered / Discipline

f. Active Registration: Year First Registered / Discipline

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

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

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

a. Name & Title:

a. Name & Title:

b. Project Assignment:

b. Project Assignment:

c. Name of Firm with which associated:

c. Name of Firm with which associated:

d. Years experience: With This Firm..... With Other Firms.....

d. Years experience: With This Firm..... With Other Firms.....

e. Education: Degree(s) / Year / Specialization

e. Education: Degree(s) / Year / Specialization

f. Active Registration: Year First Registered / Discipline

f. Active Registration: Year First Registered / Discipline

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

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

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
(1) Tacoma Link Hilltop – Light Rail Expansion	Analyze grant criteria and summarize grant viability. Scope and manage multi-disciplinary team efforts for document preparation and assemble/submit grant application.	Sound Transit 401 South Jackson Street Seattle, WA 98104 Sub to CH2MHill, David Knowles 503.287.6825 (now at Otak)	2014 – Grant 2022 – Construction	\$217,000,000	\$68,000
(2) Tucson Modern Streetcar	Evaluate development potential of alternative alignments; identify capital and operating funding sources.	Tucson Modern Streetcar Sun Link PO Box 27210 Tucson, AZ 85726-7210	2014	\$196,000,000	\$33,000,000
(3) Salt Lake City Streetcar Alternatives Analysis	Evaluate development potential of alternative alignments; identify capital and operating funding sources.	Salt Lake City Transportation 349 South 200 East, Suite 150 Salt Lake City, UT 84111 Sub to URS (now AECOM) Mark Dorn (now at DEA) 503.499.0425 mark.dorn@deainc.com	2014	N/A	\$40,000
(4) OKC Streetcar Corridor Alternatives and Development Analyses	Evaluate development potential of alternative alignments; Identify development opportunities and redevelopment strategy.	Central Oklahoma Transportation and Parking Authority (COTPA) EMBARK 2000 S May Oklahoma City, OK 73108 Sub to The Planning Center, Linda Morales, CEO 520.623.6146 lmorales@azplanningcenter.com	2013	\$136,000,000	\$173,000
(5) OKC Streetcar	Development: Selection of Operations Contractor; Construction Testing & Inspection; Design Criteria Manual; Review and Responses to SSO Safety Input	City of Oklahoma City/MAPS 420 W. Main Street, Suite 400 Oklahoma City, OK 73102 Sub to Jacobs Engineering Doug L. Smith, Senior Project Manager 817.735.6065 doug.l.smith@jacobs.com	2016-2018	\$131,000,000	\$695,990
(6) Sugar House Streetcar & Greenway (S-Line)	Oversight and direction of: Feasibility and alternatives analysis; NEPA Clearance; TIGER Grant applications; interagency collaboration;	Redevelopment Agency of Salt Lake City 451 South State, Room 118 Salt Lake City, Utah 84111 Ralph Becker, Former SLC Mayor	2016	\$55,000,000 (Streetcar) \$8,000,000 (Greenway)	N/A

	funding structure and implementation; property acquisition; design, construction; business and community involvement.	801.550.2812 rbecker801@gmail.com			
(7) Central 9th Redevelopment	Property acquisitions & dispositions; extensive rezoning; district and site planning; adoption of City policy goals; budgeting, funding, and construction for infrastructure and public spaces; secured approval for adding light rail station; community & business engagement.	Redevelopment Agency of Salt Lake City 451 South State, Room 118 Salt Lake City, Utah 84111 Stan Penfold, Board Chair 801-209-3401 Stan.penfold@gmail.com	2016	\$8,000,000 (Estimate over 15 years)	N/A
(8) Salt Lake City Station Center Acquisitions and Development Strategy, Site Planning.	Adoption of policy goals, property acquisition and disposition, environmental remediation, infrastructure design and funding, interagency coordination, site and public amenities planning, contract negotiation.	Redevelopment Agency of Salt Lake City 451 South State, Room 118 Salt Lake City, Utah 84111 Stan Penfold, Board Chair 801-209-3401 Stan.penfold@gmail.com	2016	\$10,000,000 (Estimate over 10 years)	N/A
(9)					
(10)					

9. All work by firms or joint-venture members currently being performed directly for federal agencies..

a. Project Name & Location	b. Nature of Firm's Responsibility	b. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
SOJ - NONE					

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

10. The foregoing is a statement of facts.

Signature: _____



Typed Name and Title: Francesca Gambetti, Managing Director

Date:

6/4/2020

LETTER OF AUTHORIZATION

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

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

Regional Transportation Authority of Central Oklahoma:

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

Sincerely,

_____ Signature of Authorized Agent	_____ Print Title	_____ Date
_____ Print Name	_____ Email Address	

Title: (must be checked)

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

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

ANTI/NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

Paul Danielson, P.E.

Type Name of Authorized Agent

Principal/Authorized Signer

Title

Paul Danielson

Signature

Kimley-Horn and Associates, Inc.

Company Name

767 Eustis Street, Suite 100, St. Paul, MN

Address

55114

Zip Code

651.645.4197

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

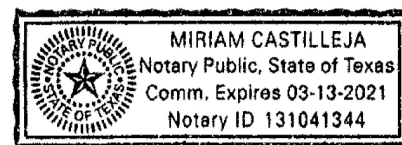
State of * Texas

County of * Dallas

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

)
)
)

SS.



Signed and sworn to before me on this 4th day of June, 2020 by Paul Danielson.
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: 131041344
~~-(Oklahoma)~~ Texas

Type Name of Notary Public Miriam Castilleja

My Commission Expires: 03-13-2021
[Date/Year]

Signature of Notary Public

Miriam Castilleja

[49 Okla. Stat. 1985 §119]



ADDENDUM

Kimley-Horn, along with its affiliates, proposed consultants, proposed subcontracts, and key personnel, does not have any 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.



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Request for Proposals, RTA 21-001 External Audit Services, for independent auditing services for the period of February 2019 through June 30, 2020, estimated cost \$15,000; and authorize the Interim Executive Director to advertise.

Background The Trust Indenture and Agreement requires an independent audit of the Regional Transportation Authority of Central Oklahoma (RTA) financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The RTA is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the RTA is to comply with all statutory and regulatory requirements.

The audit for the RTA will be for the period of February 19, 2019 through June 30, 2019, and fiscal year July 1, 2019 through June 30, 2020. The successful proposer may be retained for three to five years.

Recommendation: Request for Proposals and authorization to advertise be approved.

Reviewed by:

Jason Ferbrache
Interim Executive Director



REQUEST FOR PROPOSAL

RTA 21-001 EXTERNAL AUDIT SERVICES



RFP 2021-0001 External Audit Services

Introduction

The Regional Transportation Authority of Central Oklahoma (RTA) is a public trust, created and established under Oklahoma Statutes for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. RTA is comprised of the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City and Del City.

Objective

The Trust Indenture requires an independent audit of the Authority's financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. Oklahoma Statutes provide that an audit must be ordered on or before July 30, and that an audit must be submitted to the State Auditor and Inspector on or before December 31. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The Regional Transportation Authority of Central Oklahoma is a recipient of significant Federal funds. The Authority is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the Authority is to comply with all statutory and regulatory requirements.

Description and Scope of Services Required

A. General

The services will be an examination of the government-wide and individual fund statements (major and non-major funds) of The Regional Transportation Authority of Central Oklahoma for the period of February 19, 2019 through June 30, 2019, and fiscal year July 1, 2019 through June 30, 2020. The successful proposer may be retained for three to five years. Proposals must reflect costs for a one-year contract only, and costs for each possible succeeding year for a total



of five years.

The funds and public trust encompassed in the audit scope of services include all of those activities defined as a part of the entity of the Regional Transportation Authority of Central Oklahoma in accordance with the guidelines of the Governmental Accounting Standards Board (GASB). It is understood that changes in the entity, significantly increased or new grant programs, changing accounting standard guidelines or the Authority's interpretation of standards, and additions of non-discrete entities may be a cause for additional audit work and that substantial additional services may be a cause of additional audit fees. Increased fees or charges must be based on additional hours required and charged at rates and under terms and conditions consistent with the Audit Firm's proposal. Contracts will be stated in terms of "not to exceed" amounts.

The Audit Firm shall conduct its audit in accordance with generally accepted auditing standards (GAAS) as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) as amended or supplemented.

The Authority will receive Federal financial assistance for the fiscal year ending June 30, 2020; therefore, the audit must be conducted in accordance with the Single Audit Act, and "Government Auditing Standards," issued by the Comptroller General of the United States.

The financial reporting for the Regional Transportation Authority of Central Oklahoma will be in accordance with generally accepted accounting principles (GAAP) as prescribed by the GASB, insofar as they are compatible with Oklahoma laws.

The Audit Firm should be familiar with the State of Oklahoma Statutes dealing with financial matters of public trusts and should be familiar with the financial related sections of the Trust Indenture. The firm will be asked to review the minutes of the Authority for the fiscal year being audited.

Audit Firm must be available between audits to discuss financial reporting issue and practices. Audit Firm will participate with the Authority's Controller in



pre-audit planning. Additionally, "between audit" discussions may include minor tax or regulatory compliance issues. If such issues require written responses from Audit Firm, fees and charges will be negotiated.

B. Funds to be Audited

All funds of the Authority are subject to audit. Public Trusts Included in Examination

C. Proposal

Financial statement workpapers will be prepared by the Authority with the Audit Firm auditing those workpapers. The Firm will prepare preliminary drafts of the CAFR. The Authority will review the drafts, providing comments and assistance in finalizing the CAFR for publication. The Firm will prepare preliminary drafts and provide annual reports to the Authority for publishing.

D. General Information Applicable to Proposals

Proposals should address the Authority's CAFR, Single Audit, public trust report, and the Annual Survey of Authority Finances (SA&I 2643) separately under each option. The Authority reserves the flexibility to choose different options for any combination of reports.

E. Other Considerations

A separate management letter, prepared by the Firm, should include findings and recommendations relative to internal controls, fiscal affairs, and other significant observations of the Audit Firm during the course of the audit. All reports required by the Single Audit Act must be provided by November 15 following the fiscal year-end. Single Audit of all Federal grants must be conducted in compliance with all applicable requirements of the Single Audit Act. This work is discussed in Section V.

The Authority receives transportation grants. At this time, Certification of Section 9 Funding is not required by the Federal Transit Administration (FTA) in



relationship to National Transit Database reporting (NTD). In the event this becomes a requirement, a separate audit fee would be negotiated. The Authority requires an agreed-upon procedures report verifying vehicle revenue miles. The fee for the agreed-upon procedures report should be included in the bid, but shown separately, with the audit fee for the Authority. This agreed upon procedures report must be completed by September 30 each year.

In the event the Authority issues debt, the Audit Firm will provide appropriate assurance letters and other required services, charged at rates and actual hours expended, under terms and conditions consistent with the Audit Firm's proposal. If a separate fee proposal for these services is required, it must be included in the response to this Request for Proposal.

The Authority may request in writing that the Audit Firm provide such other accounting services for preparation of documents for court cases or other matters for which the Authority determine such services should be provided by an independent accountant. The scope, duration, and compensation for such other accounting services shall be agreed to in writing between the Authority and the Audit Firm before such work shall commence or any cost shall be incurred. The Audit Firm's approach to providing such services must be addressed in the response to this Request for Proposal.

F. Report Requirements and Responsibilities

1. The report completion schedule will consider dates the Authority meet and provide timely reports for those Trusts prior to November 15.

2. Primary accounting functions performed in the Authority's contracted accounting services division. The Interim Executive Director or designee will review and approve all public trust financial statements before their issuance. This does not prohibit the Firm's access to the trustees of the public trusts when necessary.

3. The Audit Firm will submit one copy of each report to the Office of the State of Oklahoma Auditor and Inspector on or before December 31 of each year accompanied by the appropriate fee paid by the Audit Firm. This date is a State of Oklahoma statutory requirement.

5.



G. Single Audit

The Authority must conform to Single Audit requirements. A schedule of federal and state awards will be prepared by the Authority's contracted accounting services division to be included with the Single Audit reports. The Audit Firm will be responsible for preparing, printing, and binding the Single Audit reports, including Authority management's responses to comments from the Audit Firm.

H. Single Audit for Federal Grants

The Authority requires an audit of all federal grants. This audit will include a financial audit and tests of compliance with provisions of federal laws and regulations for major and non-major federal financial assistance programs, and evaluation of internal control systems (accounting and administrative) used in administering federal financial assistance programs, as required under various federal provisions.

The Single Audit should be conducted in accordance with generally accepted auditing standards, the standards for financial and compliance audits contained in the "Government Auditing Standards" issued by the Comptroller General of the United States, the Single Audit Act, and the provisions of applicable OMB circulars or other publications.

The scope of the Single Audit work is to be determined through cooperation of the Audit Firm, representatives of applicable granting agencies, and Accounting Services Division staff.

The federal funding agencies will make a quality assessment review of the work of the Audit Firm. Therefore, all work papers must be made available for their review.

I. Management Advisory Services

The firm which receives the audit contract for the Authority may provide management advisory consulting services. Such services may be provided at the



discretion of the Authority under separately negotiated terms, conditions, and fee

J. Qualitative Assessment Guidelines

Through the scoring process (for proposals) the Evaluation Team will use the following Qualitative Assessment Guidelines when scoring. These guidelines are used to help ensure consistency in scoring.

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

K. Proposal Requirements and Evaluation Criteria

The proposal should be organized with the following sections:

- Cover Page (Attachment "A")
- Project Team



-
- Key Personnel Resumes
 - Capability of the Firm(s)
 - Approach to the Project
 - Consultant Proposed Staffing Plan
 - Required Forms (Exhibit 1)

Cover Page. The Cover Page is one page. It may be on the Prime consultant's letterhead and will consist of the information in **Attachment "A"** with no additional information. The information is not required to be in the exact format in **Attachment "A"**, as long as each item of requested information is presented, with no additional information. Proposals will be considered non-responsive and will be disqualified if the Cover Page is not attached to the proposal; if the acknowledgement is not included on the Cover Page; and/or if there is additional information included on the Cover Page. No evaluation points are assigned to this section and the Cover Page will not count as one of the allowed pages.

Project Team. The Evaluation Team will evaluate how well the qualifications and experience of the proposed project team members related to the specific project.

The consultant is expected to provide a Consultant Proposed Staffing Plan in the form of **Attachment "B"**. The staffing plan must identify the certification and education levels of the individuals proposed for use on the contract, including sub-consultants' personnel. When consultants list key personnel on the proposed staffing plan, the consultant is agreeing to make the personnel available to complete the services in the contract at whatever level the project requires.

The Consultant Proposed Staffing Plan must be included in the proposal but will not count as one of the allowed pages. No other information is allowed on these pages. If additional information is provided, the staffing plan will be removed.

The Evaluation Team will score proposals based upon the following criteria:



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

Capability of the Firm(s). The Evaluation Team will evaluate the project team firm(s) capability to perform the work. Give the location of the office from which the work is to be done and the number of partners, managers, seniors, and other professional staff employed at that office. State whether your firm is local, national, or international. Describe the management capacity and experience of your firm and procedures for the management of the engagement.

- a) **Governmental Experience** – For the office providing the services, describe the auditing experience for the last three (3)



years similar to the type of audit requested including GFOA Certificate program participation, and give the names and telephone numbers of client officials responsible for those audits listed. In particular, include experience with cities or government units of comparable size and complexity to Beneficiaries.

- b) **Single Audit Experience** - Include a subsection discussing your firm's experience in conducting a Single Audit.
- c) Describe the firm's participation in peer reviews. Include a copy of the firm's most recent quality control review report.
- d) The Evaluation Team will score proposals based upon the following criteria:

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

Audit Approach - Clearly document your firm's approach to conducting the examinations. The Evaluation Team will evaluate how well you have planned a basic course of action, what alternatives and/or preliminary approaches are proposed, and what provisions are identified for dealing with potential impacts. The Evaluation Team will score proposals based upon the following criteria:



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

The Authority will receive the recommendation(s) of the Evaluation Committee and award the contract to the top proposer.

Fees - Proposals submitted in response to this Request for Proposal should include completed Fee Proposal Form (**Attachment “C”**). The Evaluation Team will score proposals based upon the following criteria:

% of Section Total	Fee Proposal Form
75	Contract Years 1-5.
25	Rate Card by position and hourly rate.
30	Maximum points available for this section of the proposal (out of 100).



L. Insurance and Indemnification

The Audit Firm selected will be expected to comply with indemnity and insurance requirements as follows:

Indemnity - The Audit Firm agrees to release, defend, indemnify and save harmless the City and its trusts and authorities and their officers, agents and employees (i) from and against any and all loss of or damage to property, or injuries to or death of any person or persons, as well as (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever caused by the negligent acts or omissions of the Audit Firm, including, without limiting the generality of the foregoing, their officers, employees, representatives, suppliers, invitees, contractors or agents, in connection with the audit, provided, however, the Audit Firm shall not be liable hereunder for any loss or expense occasioned by the negligent acts or omissions of the City and its trusts or its officers, agents and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions or proceedings.

The insurance requirements set forth in paragraph 2 shall not be deemed to limit or define the obligations of the Audit Firm set forth in this paragraph. Further, the termination, cancellation or expiration of the Audit Contract shall not affect the obligations and rights established which the parties expressly agree will survive.

In the event the Authority determines there is a conflict of interest between the Audit Firm and the Authority with respect to legal representation, as may be required, the Audit Firm will provide and pay for separate legal counsel to represent the interests of the Authority.

This indemnity provision will be included in all contracts between the Firm and the Authority. No modifications or changes to this indemnity provision will be considered.

Insurance - The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Audit Firm hereunder from the provisions of paragraph Prior to beginning work, the Audit Firm shall obtain and furnish to the Authority current copies of certificates of insurance and a copy of



the professional liability insurance policy required in subparagraph (e.) following. The required insurance shall be maintained in full force and effect until completion and final acceptance by the Authority of the audit.

The Audit Firm shall maintain insurance, written with an insurance company acceptable to the Authority, for the coverages and amounts of coverage not less than those set forth below. Except for professional liability insurance, no claims made policy shall be accepted. The insurance certificates shall provide that there may be no termination, non-renewal or modification of such coverage without ten (10) days prior written notice to the Authority/Trust, in conformance with the provisions of this Contract. The Audit Firm shall provide evidence of insurance on a form adopted and approved by the Authority/Trust. The amounts of such coverage shall be:

- (a.) Adequate workers' compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$100,000.
- (b.) Commercial general liability coverage sufficient to meet the Authority's maximum liability under the Governmental Tort Claims Act (51 O.S. §151 et seq.) and any amendment or addition thereto. The current required minimum commercial general liability coverage is: \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the Authority or its public trusts as an additional insured.
- (c.) Comprehensive automobile liability coverage sufficient to meet the Authority's maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 et seq.) and any amendment or addition thereto. The current required minimum comprehensive automobile liability coverage is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the Authority as an additional insured.



-
- (d.) Valuable paper insurance in an amount not less than fifty percent (50%) of the Audit Firm's total fee, to assure the restoration in the event of their loss or destruction of any workpapers, documents, summaries, estimates, reports, specifications, data, calculations, computer files obtained or prepared as a part of the audit. The Authority is to be named as loss payee for its interest only.
 - (e.) Professional liability project insurance evidencing the Audit Firm's coverage in an amount not less than \$175,000.

Applicable policies, unless specified otherwise, shall remain in full force and effect until the five-year workpaper retention period has expired.

M. Other

1. A decision on the independent accounting firm who will be awarded the Authority's audit examinations should be made no later than September 16, 2020.
2. The audit working papers shall be retained by the firm for a period of at least five years and shall be made available to the successive Audit Firm at no additional cost to the Authority.
3. All statements made in the audit proposal may at the Authority's option be incorporated by reference in the audit contracts.
4. **Conflict of Interest** - The Auditing Firm may not represent any entities whose representation is in any way in conflict with the interests of the Regional Transportation Authority of Central Oklahoma trusts of which the City is the beneficiary.



N. Proposal Submittal Guidelines

The Regional Transportation Authority of Central Oklahoma will accept proposals electronically, at www.rtaok.org. You are invited to submit a proposal electronically by the proposal deadline specified below. The Authority does not provide access to a computer to prepare electronic proposals or electronic proposal submission.

O. Right to Reject

The Authority reserves the right to reject any and all proposals, to waive any informality or irregularities in any proposal received or take any other such action that may be deemed to be in the best interest of the Authority. Proposals received electronically by the Trust Specialist through the www.rtaok.org shall be the official proposal.

P. Affidavits

The sample anti-collusion affidavit and sample certificate of nondiscrimination forms provided in the proposal packet do not need to be electronically submitted with the proposal but must be signed and notarized by the selected proposer prior to contract approval.

Q. No Proposal Compensation

This Request for Proposals does not commit the Authority to pay any costs incurred in the preparation of a proposal or to contract with any proposer or proposers.



R. Proposal Timeline

Proposal Timeline	
Proposal Advertised	July 22, 2020 July 29, 2020
Questions Due	July 31, 2020
Responses Released	August 4, 2020
Proposals Due	August 12, 2020 12:00 p.m.
Evaluation Committee	August 19, 2020
Contract Award	September 16, 2020

Note: Beyond the Proposal due date, all dates are tentative and subject to change.

S. Right to Reject

The Authority reserves the right to reject any or all proposals or to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 30 days after award of the proposal.

T. Clarification

The Authority reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

U. Approval of Information Release

No reports, information, or data given to or prepared by the Firm under the contract shall be made available to any individual or organization without prior written approval of the Authority.



V. Proposal Guidelines

A copy of the Authority's Guidelines and Procedures for Professional Consultant Selection may be obtained from www.rtaok.org

W. Reservation of Rights

The Authority reserves the right to waive formalities, irregularities and defects in any and/or all proposals, except as otherwise required by law. The Authority reserves the right to: reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute a contract or to not negotiate or execute a contract with any proposer; and to solicit new or different proposals. The Authority reserves the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

X. Contract

A sample of the contract for the audit engagement is included as an attachment. This contract is substantially in the form and contains the contract provisions the Authority will be using for the term of the audit engagement which may be five years as indicated. Changes, suggestions, or other contract issues should be included in the Audit Firm's proposal.

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

ATTACHMENT “B”

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

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

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

ORM A-11B
Fee Proposal Form

Proposer: _____

RTA 2021-001 EXTERNAL AUDIT SERVICES			
Item	Description	Deliverables	Cost
1.	Contract Year 1		
2.	Contract Year 2		
3.	Contract Year 3		
4.	Contract Year 4		
5.	Contract Year 5		
6.	Rate Card for Additional Services, as needed	Position	Hourly Rate

NOTES:

EXHIBIT 1. – REQUIRED FORMS

LETTER OF AUTHORIZATION

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

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

Regional Transportation Authority of Central Oklahoma:

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

all forms related to on behalf of _____ .
Company Name

Sincerely,

Signature of Authorized Agent Print Title Date

Print Name Email Address

Title: *(must be checked)*

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

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

ANTI/NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

Type Name of Authorized Agent

Title

Signature

Company Name

Address

Zip Code

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of *

County of *

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

)

)

)

SS.

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

My Commission Number:

[Oklahoma]

Type Name of Notary Public

My Commission Expires:

[Date/Year]

Signature of Notary Public

Exhibit 1 – Required Forms

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Required Contractor & Subcontractor Information

Business Name	
Business Address1	
City	
State	
Zip Code	
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	
If you answered yes, to Question 1 or 2, how old is your firm?	
What are the firms annual gross receipts?	
Completed By:	
Title:	
Signature:	
Date:	

REGIONAL TRANSPORTATION AUTHORITY

The Regional Transportation Authority
of Central Oklahoma

Board of Directors

Brad Henry, Chairman - Oklahoma City

Marion Hutchinson, Vice Chairman - Norman

Mary Mélon, Secretary – Oklahoma City

James Boggs, Treasurer - Edmond

Donald Vick - Del City

Aaron Budd - Midwest City

Steve Eddy - Moore

Management

Jason Ferbrache, Interim Executive Director

Monthly Financial Report for Month Ended June 30, 2020

Prepared by The Oklahoma City Finance Department, Accounting Services
Division Angela Pierce CPA, Assistant Finance Director / Controller



The City of
OKLAHOMA CITY
DEPARTMENT OF FINANCE

To: The Board of Directors
Regional Transportation Authority of Central Oklahoma

From: Accounting Services Division

Date: July 8, 2020

Subject: Regional Transportation Authority of Central Oklahoma for the
Month Ended June 30, 2020 and 2019.

The financial statements presented in this report include a cash status report, balance sheet, statement of revenues and expenditures and statement of local funding.

The financial statements and schedules are unaudited and are prepared by the City Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions that you may have pertaining to the financial statements and schedules.

Respectfully submitted:

Ronda K. Shelton

Ronda K. Shelton MS, MBA
City of Oklahoma City
Municipal Accountant III

A handwritten signature in black ink, appearing to read "Angela Pierce".

Angela Pierce, CPA
City of Oklahoma City
Assistant Finance Director / Controller

Amy Lucas

Amy M. Lucas MBA
City of Oklahoma City
Accounting Manager

CASH STATUS REPORT
For the Month Ended June 30, 2020
(Unaudited)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

	OPERATING ACCOUNT	INVESTMENT SWEEP (1)	TOTAL
Beginning Balance <i>June 1, 2020</i>			
Cash on Deposit	\$1,138,888	\$-	\$1,138,888
Cash Receipts			
Transfers of Funds-Sweep	-	-	-
Transfers of Funds-Note 1	-	-	-
Interest/Dividend Earned	-	-	-
Miscellaneous	-	-	-
Total Cash Receipts	-	-	-
Cash Disbursements			
Legal	-	-	-
Bank Account Analysis Fee	-	-	-
Consultant	3,950		3,950
Contract - ACOG	-	-	-
Professional Services	2,959	-	2,959
Sweep Fee	-	-	-
Transfers of Funds-Sweep	-	-	-
Miscellaneous - Void Check	-	-	-
Total Cash Disbursements	6,909	-	6,909
Ending Balance <i>June 30, 2020</i>			
Cash on Deposit	\$1,131,979	\$-	\$1,131,979

(1) As of March 2020, there is no longer a daily sweep from the operating account to the investment account at the close of the business day and a corresponding sweep back to the operating account at the beginning of the next business day.

BALANCE SHEET
June 30,
(unaudited)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

	<u>2020</u>	<u>2019</u>	<u>Current Year % Change</u>
<u>ASSETS</u>			
<u>Current Assets:</u>			
Cash & Cash Equivalents:			
Chase Operating Account	\$1,131,979	\$1,396,772	-19%
Chase Investment Sweep	-	-	N/A
Total Cash & Cash Equivalents	<u>1,131,979</u>	<u>1,396,772</u>	<u>-19%</u>
Accounts Receivable	-	-	N/A
Total Current Assets	<u>1,131,979</u>	<u>1,396,772</u>	<u>-19%</u>
Total Assets	<u><u>1,131,979</u></u>	<u><u>1,396,772</u></u>	<u><u>-19%</u></u>
 <u>LIABILITIES</u>			
<u>Short-term Liabilities:</u>			
Deferred Revenue			
Unearned Revenue	<u>1,131,979</u>	<u>1,396,772</u>	<u>-19%</u>
Total Deferred Revenue	<u>1,131,979</u>	<u>1,396,772</u>	<u>-19%</u>
Total Short-term Liabilities	<u>1,131,979</u>	<u>1,396,772</u>	<u>-19%</u>
Total Liabilities	<u><u>1,131,979</u></u>	<u><u>1,396,772</u></u>	<u><u>-19%</u></u>
 Total Liabilities and Net Assets	 \$1,131,979	 \$1,396,772	 -19%

STATEMENT OF REVENUES AND EXPENDITURES
For the One Month and Twelve Months ended June 30,
(unaudited)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

	June 2020 Current	June 2020 Year to Date	June 2019 Current	June 2019 Year to Date
<u>REVENUE</u>				
Dividend Income	\$-	\$2,520	\$-	\$-
Beneficiary Donations:				
Del City	163	6,100	1,563	4,627
Edmond	623	23,277	5,965	17,659
Midwest City	416	15,547	3,984	11,794
Moore	421	15,750	4,036	11,948
Norman	849	31,718	8,129	24,062
Oklahoma City	4,437	165,846	42,503	125,814
Total Revenue	<u>6,909</u>	<u>260,757</u>	<u>66,180</u>	<u>195,904</u>
<u>EXPENDITURES</u>				
Administrative Services	\$-	\$19,224	\$1,910	\$14,075
Bank Account Analysis Fees	-	13		
Consultant Fees	3,950	217,828	59,928	177,487
Insurance	-	2,497	342	342
Investment Fees	-	641	-	-
Legal Services	-	12,563	4,000	4,000
Professional Services	2,959	7,990	-	-
Total Expenditures	<u>6,909</u>	<u>260,757</u>	<u>66,180</u>	<u>195,904</u>
Net Revenue over Expenditures	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

STATEMENT OF LOCAL FUNDING
For the One Month and Twelve Months ended June 30,
(unaudited)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

LOCAL SPLIT	Population	% Population	Local Share Contributed	Spent	Funds Remaining
Del City	21,332	2.3621%	\$49,579	\$22,842	\$26,738
Edmond	81,405	9.0138%	189,200	\$87,165	\$102,035
Midwest City	54,371	6.0204%	126,368	\$58,218	\$68,149
Moore	55,081	6.0990%	128,018	\$58,979	\$69,040
Norman	110,925	12.2825%	257,810	\$118,774	\$139,036
Oklahoma City	579,999	64.2222%	1,348,025	\$621,042	\$726,984
Total Revenue	903,113	100.0000%	\$2,099,000	\$967,021	\$1,131,979

After June, 2020 Claims Paid in July:

LOCAL SPLIT	Population	% Population	Local Share Contributed	Spent	Funds Remaining
Del City	21,332	2.3621%	\$49,579	\$23,877	\$25,702
Edmond	81,405	9.0138%	189,200	\$91,119	\$98,081
Midwest City	54,371	6.0204%	126,368	\$60,859	\$65,508
Moore	55,081	6.0990%	128,018	\$61,653	\$66,364
Norman	110,925	12.2825%	257,810	\$124,161	\$133,649
Oklahoma City	579,999	64.2222%	1,348,025	\$649,206	\$698,819
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,010,876	\$1,088,124

Regional Transportation Authority of Central Oklahoma Payment Claims

Period: 6/01/2020 to 6/30/2020					
Date	Vendor	Description	Invoice No.	Cost	Total
6/30/2020	Holmes & Associates LLC	Consultant Fees - Labor	720	\$ 41,277.50	
		Cost Reimbursement RTA	720	<u>\$ 2,578.07</u>	
					\$ 43,855.57
6/8/2020	Insurica	Liability Insurance Renewal	203272	<u>\$ 2,839.00</u>	
					\$ 2,839.00
Total Claims					\$ 46,694.57

RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this **15th** day of **July, 2020**.

TREASURER:

**REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

James P. Boggs

Brad Henry, Chairman

ATTEST:

Mary Mélon, Secretary



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Enter into Executive Session to discuss real property acquisition with BNSF Railroad, as authorized by 25 O.S. (2019) §307 (B)(3).

Background On advice of Legal Counsel, the Board of Directors need to enter into Executive Session to discuss real property acquisition with BNSF Railroad, as authorized by 25 O.S. (2019) §307 (B)(3).

The Chairman will report any action that occurred in executive session when the special meeting is reconvened.

Recommendation: Enter into Executive Session.

Reviewed by:

Jason Ferbrache
Interim Executive Director