



BOARD OF DIRECTORS MEETING AGENDA

SPECIAL MEETING **WEDNESDAY, JUNE 26, 2024** **2:30 P.M.**

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

DIRECTORS:

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

Regional Transportation Authority of Central Oklahoma

MEETING INFORMATION

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

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

Public Parking

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

Addressing RTA

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

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



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING AGENDA

RTA Actions

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

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

JUNE 26, 2024
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
SPECIAL MEETING

1. Call to Order – Brad Henry, RTA Board Chairperson
2. Roll Call – Brad Henry, RTA Board Chairperson
3. Consider Approval of Minutes
 - A. May 15, 2024 Regional Transportation Authority Meeting
4. Executive Director Reports – Jason Ferbrache, Interim Executive Director
5. Owner’s Representative Report – Kathryn Holmes, Holmes & Associates LLC
6. Receive Financial Reports and Ratify and Approve Claims
 - A. Period of May 1, 2024 through May 31, 2024
7. Consider approving the Renewed and Amended Professional Services Contract with Kimley Horn and Associates, Inc., (RTA 2020-001) for one year from the effective date, amount not to exceed \$100,000.
8. Consider approving the Professional Services Agreement with Cardinal Infrastructure, LLC to provide the Regional Transportation Authority of Central Oklahoma with federal advisory services, July 1, 2024 through June 30, 2025, amount not to exceed \$90,000.
9. Project Update: Alternatives Analysis Update on the West and Airport Corridors – Liz Scanlon, Kimley Horn
10. Consider a Resolution adopting the Locally Preferred Alternatives for the West Corridor with an alignment starting from the Santa Fe Intermodal Hub and ending at or near the John Kilpatrick Turnpike and for the Airport Corridor with an alignment starting from the Santa Fe Intermodal Hub and ending at the Will Rogers World Airport Terminal.
11. Public Comments – Brad Henry, RTA Board Chairperson
12. Enter into Executive Session on advise of the Municipal Counselor to discuss the purchase or appraisal of real property and to confer on matters pertaining to economic development including the transfer of property, as public disclosure of the matter discussed would interfere with the development of products or services regarding the Board’s strategy and approach for the acquisition of certain real property from BNSF for the commuter rail operation, as authorized by 25 OS. (2022 Supp) §§ 307 (B)(3) and (C) (11).



BOARD OF DIRECTORS MEETING AGENDA

13. New Business – Brad Henry, RTA Board Chairperson

Non-action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.

14. Adjournment



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:34 p.m. on Wednesday, May 15, 2024 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on May 14, 2024 at 11:33 a.m.

RTA Board of Directors Present

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

Entity

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

RTA Board of Directors Absent

Jim Gebhart, Director
Mary Mélon-Tully, Secretary
Chuck Thompson, Director

City of Edmond
City of Oklahoma City
City of Norman

Administrative Support Staff Present

Jason Ferbrache, Interim Executive Director
Chris Hall, Legal Counsel

Guests Present

Stuart Campbell, Jacobs Engineering
Scott Young, Jacobs Engineering
Amanda Carpenter, Attorney
Justin Henry, OKC Planning
Bart Vleugels, ODOT
Lonnie Blaydes, Herzog
Hannah Nolen, ACOG
Taylor Johnson, City of Norman

Linsey Nunn, OKC Finance
Kimi Diedrich, Halff
Laura Davis, HNTB
Trent Elmore, Resident
Derek Sparks, OKC Chamber
Walter Jacques, Del City Resident
Steve Harris, Huitt-Zollars

Consultants Present

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

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

1. Call to Order – 2:34 p.m.

Chairperson Brad Henry called the meeting to order at 2:34 p.m.

2. Roll Call – Brad Henry, RTA Board Chairperson

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

3. Consider Approval of Minutes
 - A. April 17, 2024 Regional Transportation Authority Meeting

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

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

Interim Executive Director Ferbrache stated that a tremendous amount of business has been conducted which will be covered in more detail in the Vehicle Review Committee's report, Owner's Representative Report and the presentations from Kimley Horn.

5. Committee Reports – Board of Directors
 - A. Vehicle Review Committee

Director Hutchison gave the verbal report in Director Thompson's absence.

Director Hutchison stated that the Vehicle Review Committee took a trip to Dallas and Sacramento. In Sacramento, the committee toured the rail manufacturing plant to view the different type of vehicle options they have. These trips will help to identify what type of vehicle will work within the BNSF corridor.

Interim Executive Director Ferbrache added that while touring the facility, staff stressed their ability to meet Buy America requirements which is very important for future federal procurement.

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

Kathryn Holmes, Owner's Representative, stated that while on the facility tour we discussed specifications, and we were informed that the specifications of the train will not meet our ridership projections. The projections were based on the length of the platform that would fit in the corridor, which is already at the maximum at 450 feet, but the single level vehicle does not have enough passenger capacity to meet our ridership projections. The thought would be to have a bi-level fleet to reach our ridership goals.

Alstom makes the bi-level vehicles and Kathryn plans to meet with them while attending the APTA Rail Conference next month. Alstom just made an order for 200 vehicles with Chicago Metro and there is an option for other agencies to be a part of that order.

7. Receive Financial Reports and Ratify and Approve Claims

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

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

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

Amanda Carpenter, RTA's legal counsel, discussed the guidelines to property acquisition to ensure compliance with all applicable federal, state, and local regulations concerning property acquisition. The attachment to the resolution explains what the federal regulations attempt to do and the policies and procedures for property acquisition.

Interim Executive Director Ferbrache stated that in a recent call with the FTA, the Regional Administrator was very clear that the RTA should not purchase property without involving them.

ADOPTED: Moved by Curry, seconded by Boggs. AYES: Boggs, Hutchison, Henry, Curry. NAYS: None.

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

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

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

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

11. Fiscal Year 2025 Budget

A. Public Hearing; and

Public hearing opened at 3:12 p.m.

No comment from the public.

Public hearing closed at 3:13 p.m.

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

Interim Executive Director Ferbrache stated that no changes were made to the budget since it was presented last month.

ADOPTED: Moved by Boggs, seconded by Curry. AYES: Boggs, Hutchison, Henry, Curry. NAYS: None.

- 12. Project Update: Alternatives Analysis Update on the West and Airport Corridors – Liz Scanlon, Kimley Horn

Liz Scanlon, Kimley-Horn, gave a PowerPoint presentation updating the Board of Directors on the Alternatives Analysis on the West and Airport Corridors, which included a recap of the February board meeting presentation, updates on engagement, and a Locally Preferred Alternative (LPA) recommendations.

- 13. Project Update: Santa Fe Intermodal Hub Study - Liz Scanlon, Kimley Horn

Liz Scanlon, Kimley-Horn, gave a PowerPoint presentation updating the Board of Directors on the Santa Fe Intermodal Hub study, which included key takeaways, such as reconnecting the pedestrian grid from Bricktown to Downtown, consider passenger connectivity to commuter rail service, revitalizing EK Gaylord Boulevard and prioritizing connection to the new Thunder Arena. The next steps would be to develop a Station Area Master Plan and pursue pedestrian connections between Downtown, Bricktown and Station.

- 14. Presentation of the MAPS 4 BRT Project – Kimley Horn

Luke Schmidt, Kimley Horn, gave a PowerPoint presentation of the MAPS 4 BRT Project, which included the project's schedule, a summary of the technical work being done, a summary of rounds 1 and 2 of engagement, and the recommended alternative.

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

None.

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

Chairperson Henry stated that the regularly scheduled meeting for June was scheduled on a holiday, so it will be rescheduled for Wednesday, June 26th at the regular location and time.

Director Hutchison stated that he will not be able to attend the June meeting.

17. Adjournment – 4:11 p.m.

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

APPROVED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **26th** day of **June 2024**.

ATTEST:

Mary Mélon-Tully, Secretary

Brad Henry, Chairperson

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

Period: 5/01/2024 to 5/31/2024						
Date	Vendor	Description	Invoice No.	Cost	Total	
5/31/2024	Holmes & Associates LLC	Consultant Fees - Labor	626	\$ 33,415.00		
		Cost Reimbursement RTA	626	\$ 1,319.03		
						\$ 34,734.03
4/30/2024	Kimley-Horn	<u>AA Update - Year 4</u>				
		Task 1 - Project Management	28168004	\$ 1,950.00		
		Task 4 - AA Process	28168004	\$ 16,167.50		
		Task 5 - Station Area/Land Use Analysis	28168004	\$ 6,750.00		
		Task 5.2 - Santa Fe Intermodal Hub Study	28168004	\$ 1,860.00		
		Task 6 - Rail Ops Planning	28168004	\$ 20,400.13		
		Expenses	28168004	\$ 310.00		
						\$ 47,437.63
4/30/2024	Kimley-Horn	<u>EDEI Project</u>				
		Project Management	196742000-0424	\$ 14,050.00		
		Project Participation	196742000-0424	\$ 19,217.84		
		Alternatives Analysis	196742000-0424	\$ 41,342.40		
						\$ 74,610.24
6/17/2024	Jacobs Engineering Group, Inc	<u>On-Call Engineering Services -Task Order No. 4</u>				
		Professional Services	WFXS1104-03	\$ 620.00		
		Professional Services	WFXS1104-04	\$ 1,192.50		
						\$ 1,812.50
6/13/2024	PCI Municipal Services	Parking Fees - April 2024	217258	\$ 6.00		
		Parking Fees - May 2024	217159	\$ 7.00		
						\$ 13.00
3/20/2024	Cardinal Infrastructure	Professional Services - February 2024	2855	\$ 4,440.00		
		Professional Services - March 2024	2872	\$ 2,722.50		
		Professional Services - April 2024	2896	\$ 962.50		
		Professional Services - May 2024	2926	\$ 1,787.50		
						\$ 9,912.50
6/3/2024	AlphaVu	Transit Research	2021	\$ 9,250.00		
						\$ 9,250.00
5/10/2024	BNSF	Preliminary Engineering	90267719	\$ 27,736.88		
		Preliminary Engineering	90268981	\$ 20,612.45		
						\$ 48,349.33
6/1/2024	COTPA	Admin Services Fee	24-111	\$ 2,443.00		
		Reimbursement for Printing	24-111	\$ 26.55		
						\$ 2,469.55
Total Claims						\$ 228,588.78

APPROVED by the Regional Transportation Authority of Central Oklahoma, and **SIGNED** by the Treasurer and Chairman on this 26th day of June 2024.

TREASURER:

**REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA**

James P. Boggs

Brad Henry, Chairperson

ATTEST:

Mary Mélon-Tully, Secretary



HOLMES & ASSOCIATES LLC

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

Invoice #624

May 31, 2024

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

Client

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

Date	Billor	Description	Hours/Qty	Rate	Amount
5/01– 5/31/2024	KAH	RTA - TIME: Time billed by K Holmes for the period 5/01/2024 to 5/31/2024	74.50	410.00	\$30,545.00
5/01– 5/31/2024	KAH	RTA - TIME: Travel time billed by K Holmes for the period 5/01/2024 to 5/31/2024	14.00	205.00	2,870.00
5/01– 5/31/2024	KAH	RTA – COSTS: Total costs incurred by KAH			\$1,319.03

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

Invoice Balance Due

\$34,734.03

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com		If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221
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RTA OF CENTRAL OK
 ATTN: JASON FERBRACHE
 2000 S. MAY AVENUE
 OKLAHOMA CITY, OK 73108

Invoice Amount: \$47,437.63
 Invoice No: 28168004
 Invoice Date: Apr 30, 2024
 Project No: 197385001.C
 Project Name: RTA OK AA/NEPA STUDY
 Project Manager: SCANLON, LIZ
 Client Reference:

Federal Tax Id: 56-0885615
 For Services Rendered through Apr 30, 2024

COST PLUS MAX

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
ALTERNATIVES ANALYSIS	131,419.00	64.62%	84,920.00	68,752.50	16,167.50
EXPENSES	17,000.00	26.74%	4,546.19	4,546.19	0.00
OFFICE EXPENSE	0.00		0.00	0.00	0.00
PROJECT MANAGEMENT	193,941.00	35.60%	69,037.50	67,087.50	1,950.00
PUBLIC ENGAGEMENT	39,576.00	5.75%	2,275.00	1,965.00	310.00
RAIL OPERATIONS PLAN	162,076.00	70.18%	113,737.04	93,336.91	20,400.13
SANTE FE IMHS	86,561.00	99.94%	86,510.00	84,650.00	1,860.00
STATION AREA ANALYSIS	60,823.00	99.88%	60,750.00	54,000.00	6,750.00
SUBCONSULTANT MARKUP	2,625.00	0.00%	0.00	0.00	0.00
TRAVEL DEMAND/RIDERSHIP	42,316.00	66.58%	28,175.00	28,175.00	0.00
Subtotal	736,337.00	61.11%	449,950.73	402,513.10	47,437.63
Total COST PLUS MAX					47,437.63

Total Invoice: \$47,437.63

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221</p>
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RTA OF CENTRAL OK
 ATTN: JASON FERBRACHE
 2000 S. MAY AVENUE
 OKLAHOMA CITY, OK 73108

Federal Tax Id: 56-0885615
 For Services Rendered through Apr 30, 2024

Invoice Amount: \$74,610.24
 Invoice No: 196742000-0424
 Invoice Date: Apr 30, 2024
 Project No: 196742000
 Project Name: RTA - WEST AND AIRPORT AA
 Project Manager: SCANLON, LIZ
 Client Reference:

COST PLUS MAX

KHA Ref # 196742000.3-28167952

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROJECT MANAGEMENT	188,097.00	72.53%	136,425.00	122,375.00	14,050.00
PUBLIC PARTICIPATION	245,776.00	95.00%	233,497.19	214,279.35	19,217.84
ALTERNATIVES ANALYSIS	723,287.47	47.27%	341,918.77	300,576.37	41,342.40
Subtotal	1,157,160.47	61.52%	711,840.96	637,230.72	74,610.24
Total COST PLUS MAX					74,610.24

Total Invoice: \$74,610.24



INVOICE NUMBER: WFXS1104-03

INVOICE DATE: 06/03/24

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

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

Project Number: WFXS1104
PO Number: 2024-019
Project Description: Task Order No. 4
Project Manager: YOUNG, SCOTT
Terms: NET 30
Due Date: 07/03/24

Billing Period From: 04/27/24
To: 05/24/24

Table with 6 columns: Description, Scheduled Value, Percent Complete, Amount Billable, Previous Billed, Current Amount Due. Includes rows for Professional Services and Grand Total, with a final row for TOTAL AMOUNT DUE THIS INVOICE.

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

Status:
5/1/24 - OK RTA Design Bi-Weekly Meeting
5/15/24 - OK RTA Design Bi-Weekly Meeting



INVOICE NUMBER: WFXS1104-04

INVOICE DATE: 06/17/24

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

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

Project Number: WFXS1104
PO Number: 2024-019
Project Description: Task Order No. 4
Project Manager: YOUNG, SCOTT
Terms: NET 30
Due Date: 07/17/24

Billing Period From: 05/25/24
To: 06/14/24

Table with 6 columns: Description, Scheduled Value, Percent Complete, Amount Billable, Previous Billed, Current Amount Due. Row 1: RTA 2023-001 On-Call Engineering Consulting Services - Task Order No. 4. Row 2: Professional Services TM \$ 11,635.00 100.00% \$ 11,635.00 \$ 10,442.50 \$ 1,192.50. Row 3: Grand Total \$ 11,635.00 100.00% \$ 11,635.00 \$ 10,442.50 \$ 1,192.50

TOTAL AMOUNT DUE THIS INVOICE \$ 1,192.50

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

Status:
5/29/2024 - OK RTA Design Bi-Weekly Meeting
6/7/2024 - RTA Service Planning Call (follow up comments provided)
6/12/2024 - OK RTA Design Bi-Weekly Meeting (review comments provided)

COTPA

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

INVOICE #: **217158**
Reference ID: **Tax Exempt**
Invoice Date: **06/13/2024**
Due Date: **06/30/2024**

Invoice To:
RTA (TE)

Invoice Details
Total Due:\$6.00
Location: Arts District Garage
Status: sent

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

Item	Rate	Qty	Total
April Vals	\$3.00	2	\$6.00

Subtotal: 6.00
Total: **\$6.00**

Notes

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

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

COTPA

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

INVOICE #: **217159**
Reference ID: **Tax Exempt**
Invoice Date: **06/13/2024**
Due Date: **06/30/2024**

Invoice To:
RTA (TE)

Invoice Details
Total Due:\$7.00
Location: Arts District Garage
Status: sent

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

Item	Rate	Qty	Total
May Vals	\$3.50	2	\$7.00

Subtotal: 7.00
Total: **\$7.00**

Notes

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

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



600 Massachusetts Avenue, NW
Suite 250
Washington, DC 20001
202-240-2857

INVOICE

INVOICE #2855
PO 2024-016
DATE: MARCH 20, 2024

TO:

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

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (February 22 to 29, 2024)			
Sherry Little	1.0	\$550.00	\$550.00
Auke Mahar-Piersma	5.5	\$550.00	\$3,025.00
Jamie Harrell	1.5	\$550.00	\$825.00
Total			\$4,400.00
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

Thank you for your business!



600 Massachusetts Avenue, NW
Suite 250
Washington, DC 20001
202-240-2857

INVOICE

INVOICE #2872
PO 2024-016
DATE: APRIL 10, 2024

TO:

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

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (March 1 to 31, 2024)			
Sherry Little	1.2	\$550.00	\$660.00
Auke Mahar-Piersma	0.5	\$550.00	\$275.00
Karen Stratman	3.25	\$550.00	\$1,787.50
Total			\$2,722.50
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

Thank you for your business!



600 Massachusetts Avenue, NW
Suite 250
Washington, DC 20001
202-240-2857

INVOICE

INVOICE #2896
PO 2024-016
DATE: JUNE 4, 2024

TO:

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

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (April 1 to 30, 2024)			
Sherry Little	0.5	\$550.00	\$275.00
Auke Mahar-Piersma	0.5	\$550.00	\$275.00
Jamie Harrell	0.75	\$550.00	\$412.50
Total	1.75		\$962.50
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

Thank you for your business!



600 Massachusetts Avenue, NW
Suite 250
Washington, DC 20001
202-240-2857

INVOICE

INVOICE #2926
PO 2024-016
DATE: JUNE 12, 2024

TO:

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

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (Mayc1 to 31, 2024)			
Sherry Little	0.50	\$550.00	\$275.00
Auke Mahar-Piersma	2.00	\$550.00	\$1,100.00
Jamie Harrell	0.75	\$550.00	\$412.50
Total	3.25		\$1,787.50
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

Thank you for your business!

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



BILL TO

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

INVOICE # 2021
DATE 06/03/2024
DUE DATE 07/03/2024
TERMS Net 30

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

BALANCE DUE **\$9,250.00**



INVOICE

CUSTOMER NUMBER : 1011660
INVOICE NUMBER : 90267719
AMOUNT :\$27,736.88
DATE :05/10/2024

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

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

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

BNSF TIN NO.41-6034000

CONTRACT NO: SA7002424

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

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

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

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

100% BILLABLE TO REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

WBS 7-0024-24

PARTIAL # 2

Total Costs:	\$27,736.88
Billable Pct :	100.00 %
Invoice Total :	\$27,736.88

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



INVOICE

CUSTOMER NUMBER : 1011660
INVOICE NUMBER : 90268981
AMOUNT : \$20,612.45
DATE : 06/07/2024

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

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

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

BNSF TIN NO.41-6034000

CONTRACT NO: SA7002424

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

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

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

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

100% BILLABLE TO REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

WBS 7-0024-24

PARTIAL # 3

Total Costs:	\$20,612.45
Billable Pct :	100.00 %
Invoice Total :	\$20,612.45

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



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

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

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

Invoice #: 2024-112

Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice Date: 6/1/24

Invoice For: Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price	
1	Admin Services Fee -May 2024	1	\$2,443.00		\$2,443.00	
2	Reimbursement for Printing May 2024	1	\$26.55		\$26.55	
NOTES: RTA PO # 2024-002						
				Invoice Subtotal	\$2,469.55	
				Tax Rate		
				Sales Tax	\$0.00	
				Other		
				Deposit Received		
Make all checks payable to EMBARK					TOTAL	\$2,469.55

Regional Transportation Authority of Central Oklahoma FY2024 Year End Forecast

Presented June 21, 2023

Prepared by RTA Support Team (unaudited)

OPERATIONS

Sources	Total YE	FY24		
	Forecast	Budget	Variance	Variance %
Local Contributions	\$2,462,616	\$2,462,616	\$0	
Total Operations Revenues	\$2,462,616	\$2,462,616	\$0	0%

Expenditures

Contracts and Services	Est. Remaining	FY24		
	Forecast	Budget	Variance	Variance %
Professional Services - COTPA Administration	\$29,382	\$29,382	\$0	
Professional Services - Holmes & Associates	\$600,000	\$600,000	\$0	
Professional Services - Kimley Horn ⁽¹⁾	\$724,638	\$724,638	\$0	
Professional Services - On-Call Engineering Consultant	\$100,000	\$100,000	\$0	
Transfer to Grant Activity for Local Grant Match ⁽²⁾	\$428,462	\$428,462	\$0	
BNSF Study Fee	\$500,000	\$500,000	\$0	
Professional Services-Legal	\$9,000	\$9,000	\$0	
Financial Planning	\$100,000	\$100,000	\$0	
Independent Financial Audit	\$9,300	\$9,300	\$0	
Website Hosting Fee	\$2,500	\$2,500	\$0	
Branding	\$10,000	\$10,000	\$0	
Conference/Training	\$7,850	\$7,850	\$0	
Directors & Officer Liability Insurance	\$3,500	\$3,500	\$0	
Advertising/Public Notice	\$1,000	\$1,000	\$0	
Printing & Binding	\$500	\$500	\$0	
Postage	\$100	\$100	\$0	
Mileage	\$20	\$20	\$0	
Parking	\$250	\$250	\$0	
Travel	\$20,000	\$20,000	\$0	
Market Research Services	\$111,000	\$111,000	\$0	
Other Services & Fees	\$300	\$300	\$0	
Total Contracts and Services	\$2,657,802	\$2,657,802	\$0	0%
Equipment and Supplies				
Office Supplies	\$320	\$320	\$0	
Food	\$1,000	\$1,000	\$0	
Other Supplies	\$200	\$200	\$0	
Total Equipment and Supplies	\$1,520	\$1,520	\$0	0%
Total Operations Expenditures	\$2,659,322	\$2,659,322	\$0	0%

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

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

GRANT ACTIVITY

Sources	Est. Remaining	FY24		
	Forecast	Budget	Variance	Variance %
Federal Grant ⁽³⁾	\$685,538	\$685,538	\$0	
Transfer from Operations for Local Grant Match ⁽⁴⁾	\$428,462	\$428,462	\$0	
Total Grant Revenues	\$1,114,000	\$1,114,000	\$0	0%

Expenditures

Contracts and Services	Est. Remaining	FY24		
	Forecast	Budget	Variance	Variance %
Professional Services - RAISE Grant Consultant Fees	\$1,114,000	\$1,114,000	\$0	
Total Grant Expenditures	\$1,114,000	\$1,114,000	\$0	0%

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

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

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



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving the Renewed and Amended Professional Services Contract with Kimley-Horn and Associates, Inc., (RTA 2020-001) for one year from the effective date, amount not to exceed \$100,000.

Background At the July 15, 2020, meeting of the Regional Transportation Authority of Central Oklahoma (RTA) (Item 8), the Board adopted a Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., to update the Alternatives Analysis of the Commuter Corridor Study.

The RTA successfully negotiated a four-year contract, executed by task orders based upon available funds. Year One included the update of the Alternatives Analysis of the Commuter Corridor Study (CCS) with the adoption of the corridor Locally Preferred Alternatives and the development of a Regional Rail Transit System Plan. Years Two through Three, included implementing strategy work and work related to the planning process of the Local Preferred Alternatives (LPA) projects including station areas, service development, and ridership modeling.

Per the professional services agreement, the contract is renewable annually for additional one-year periods at the option of the RTA.

Under this proposed Renewed and Amended Professional Service Contract, the RTA Owner's Representative will authorize services and deliverables by a Final Task Order produced in accordance with this Contract.

Recommendation: Approve Renewed and Amended Professional Service Contract

Reviewed by:

Jason Ferbrache
Interim Executive Director

Contract Number: **RTA 2020-001**

Renewed and Amended Professional Services Contract

PROJECT:

RTA 2020-001 ALTERNATIVES ANALYSIS UPDATE

OWNER:

Regional Transportation Authority
of Central Oklahoma

CONSULTANT:

Kimley-Horn and Associates, Inc

**RENEWAL AND AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
RTA 20-001 KIMLEY-HORN AND ASSOCIATES, INC.**

This **RENEWED AND AMENDED PROFESSIONAL SERVICES CONTRACT** (“Renewal and Amendment”) is made and entered into and shall be effective as of July 1, 2024 (“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, each a “Party” and collectively “Parties.”

RECITALS

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”); and

WHEREAS, in response to the RFQ, the Consultant submitted a Proposal dated June 5, 2020 (“Proposal”); and

WHEREAS, Consultant agreed 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”); and

WHEREAS, on July 15, 2020, Consultant was awarded a four-year contract (“the Initial Contract”) which expires by its terms on July 15, 2024; and

WHEREAS, paragraph 2.3 of the Initial Contract allows amendments, modifications, or changes when signed by all Parties in writing; and

WHEREAS, paragraph 3.1 Term of provides that at the end of the Initial Term, the contract is renewable annually for additional one-year periods at the option of the RTA.

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 Renewal and Amendment, the Parties agree to renew the Initial Contract for one year, from July 1, 2024, to June 30, 2025, and to amend the Initial Contract as follows:

- I. In **Article 3 – DESCRIPTION OF WORK, Paragraph 3.2 Commencement** is replaced in its entirety to read as follows:

This Renewal and Amendment shall commence upon the Effective Date with the issuance by RTA of a Task Order (TO). This TO will govern the subsequent Contract Year (July 1 – June 30) and will specifically document the scope, schedule, milestones, and budget for that task.

- II. In **ARTICLE 5 – COMPENSATION, Paragraph 5.1 Total Fees & Charges** is replaced in its entirety to read as follows:

Kimley-Horn shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement and any Final Task Order under this Agreement at the rates provided in Exhibit “C” Compensation Basis or as otherwise provided in any given Final Task Order; provided, no compensation shall be due or owing:

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

Consultant acknowledges and agrees that this Agreement does not guarantee any work to Consultant. In no event will compensation exceed one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.

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

B. As needed, the RTA may issue Task Order Requests specifically referencing this Agreement, identifying a project the RTA desires to be performed by Consultant, setting forth the desired Services and Deliverables, the desired completion date, and any other Terms and Conditions applicable to the desired project.

C. Upon receipt of Task Order Requests, Consultant will respond within ten (10) calendar days, or as otherwise agreed upon by the Parties, by submitting a Task Order Proposal to the RTA Owner’s Representative. Task Order Proposals will include at least the following information: an explanation of and approach for the project, a scope of work, project schedule, budget, fees, detailed cost breakdown, and list of key personnel to be involved in the project, and any other information in response to specific requests in the Task Order Request.

D. Costs associated with the preparation of Task Order Proposals are not compensable under this Agreement.

E. Upon receipt of Task Order Proposals, the RTA will review the proposal and may

elect to approve it, reject it, or use it as a basis for further negotiations with Consultant.

F. If the Parties further negotiate a Task Order Proposal, Consultant will submit to the RTA a revised and updated Task Order Proposal reflecting the product of the further negotiations.

G. Task Order Proposals are subject to the approval of the RTA and Task Order Proposal will not become Final Task Orders or be binding upon the RTA until they are approved, in writing, by the RTA.

III. In **ARTICLE 13 – MISCELLANEOUS, Paragraph 13.24 Notices** is replaced in its entirety to read as follows:

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

For the Consultant:

Kimley-Horn and
Associates, Inc.,
ATTN: Liz Scanlon
1125 17th St #1400
Denver, CO 80202
Liz.Scanlon@kimley-horn.com
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
910 S Donner Way #304
Salt Lake City, UT 84108
kathryn@holmesassociatesllc.com
Cell Phone: 703.999.4440

FURTHERMORE, except as modified and amended herein by this Renewal and Amendment, all other terms and provisions of the Initial Contract, to include the related Attachments and Exhibits incorporated by reference, shall remain in full force and effect and are binding on the parties. In the event of any conflict between the provisions of this Renewal and Amendment and the provisions of the Initial Contract, the provisions in this Renewal and

Amendment shall control.

The undersigned authorized representative of Kimley-Horn and Associates, Inc. affirms that Kimley-Horn and Associates, Inc. will be bound by its proposal, the terms and conditions of the Initial Contract, and this Renewal and Amendment.

Regional Transportation Authority of Central Oklahoma

Chairman

Secretary

Kimley-Horn and Associates, Inc.

By: _____

Its: _____



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving the Professional Services Agreement with Cardinal Infrastructure, LLC to provide the Regional Transportation Authority of Central Oklahoma with federal advisory services, July 1, 2024 through June 30, 2025, amount not to exceed \$90,000.

Background On January 15, 2024 the Regional Transportation Authority of Central Oklahoma (RTA) requested three informal quotes for providing federal advisory services for the RTA. Cardinal Infrastructure, LLC (“Cardinal”) submitted a quote on February 12, 2024, and was selected to provide the services needed for an initial term beginning February 23, 2024, through June 30, 2024.

The RTA and Cardinal desire to extend the initial term and have negotiated an agreement, which is being submitted for consideration.

All services and projects will be performed on a task order basis in accordance with the terms and conditions of this agreement.

Recommendation: Approve Professional Services Agreement

Reviewed by:

Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

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

WHEREAS, on January 15, 2024, the RTA requested three (3) informal quotes for providing federal advisory services for the RTA; and

WHEREAS, Cardinal submitted its quote on February 12, 2024; and

WHEREAS, Cardinal was selected to provide federal advisory services for an initial term of February 23, 2024, to June 30, 2024; and

WHEREAS, the RTA and Cardinal desire to extend the initial term and have negotiated and desire to enter into this Agreement.

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

Article 1 | PURPOSE AND SCOPE OF AGREEMENT

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

1.2 Scope of Agreement.

- A. This document, together with the following attachments, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, either written or oral.
- B. The following attachments are incorporated in and made a part of this Agreement as if fully set out herein:

- Attachment A (Services and Deliverables)
- Attachment B (Compensation)
- Attachment C (Certificate of Insurance)
- Attachment D (Notice to Proceed)
- Attachment E (Cardinal Proposal)

Attachment F (Federal Terms and Conditions)

- C. Any reference to the Agreement herein shall include all of the above-listed incorporated attachments, unless otherwise expressly provided.
- D. If there is a conflict in the Terms and Conditions between the text of this document and any Terms and Conditions in any attachment, then the Terms and Conditions of this document shall govern and control.
- E. The Terms and Conditions contained in this Agreement shall also govern and control all Final Task Orders issued under this Agreement, unless otherwise specified in a given Final Task Order. If there is a conflict in the Terms and Conditions between the text of this document and the Terms and Conditions in any Final Task Order, then the Terms and Conditions of the Final Task Order shall govern and control.

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

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

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

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

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

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

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

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

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

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

2.1 Effective Date and Term. This Agreement shall become effective upon execution by the last Party hereto (“Effective Date”) and shall be in effect through June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

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

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

Article 3 | SERVICES

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

3.2 Task Orders.

- A. All Services and Deliverables must be authorized by a Final Task Order produced in accordance with this Agreement.
- B. As needed, the RTA may issue Task Order Requests specifically referencing this Agreement, identifying a project the RTA desires to be performed by Cardinal, setting forth the desired Services and Deliverables, the desired completion date, and any other Terms and Conditions applicable to the desired project.
- C. Upon receipt of Task Order Requests, Cardinal will respond within ten (10) calendar days, or as otherwise agreed upon by the Parties, by submitting a Task Order Proposal to the RTA. Task Order Proposals will include at least the following information: an explanation of and approach for the project, a scope of work, project schedule, budget, fees, detailed cost breakdown, and list of key personnel to be involved in the project, and any other information in response to specific requests in the Task Order Request.
- D. Costs associated with the preparation of Task Order Proposals are not compensable under this Agreement.

- E. Upon receipt of Task Order Proposals, the RTA will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with Cardinal.
- F. If the Parties further negotiate a Task Order Proposal, Cardinal will submit to the RTA a revised and updated Task Order Proposal reflecting the product of the further negotiations.
- G. Task Order Proposals are subject to the approval of the RTA and Task Order Proposal will not become Final Task Orders or be binding upon the RTA until they are approved, in writing, by the RTA.

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

3.4 Remedy for Inadequate Performance.

- A. In the event Cardinal performs Services and Deliverables and the RTA can demonstrate that they do not comply with the Terms and Conditions of this Agreement, Cardinal shall, upon receipt of written notice and request from the RTA, re-perform the services (at no additional cost to the RTA).
- B. Cardinal will correct, at no cost to the RTA, any and all errors in its work product submitted to the RTA, provided the RTA gives notice to Cardinal.

3.5 Standard of Care. In performing its Services and Deliverables pursuant to this Agreement, Cardinal and its employees, agents, and project team shall exercise the degree of care, skill, and diligence normally exercised by members of Cardinal's profession performing services of the same or a similar nature at the time Cardinal's services are performed. Cardinal shall also require its subcontractors (if any) to exercise the same degree of care, skill, and diligence normally exercised by members of that subcontractor's profession.

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

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

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

Article 4 | COMPENSATION AND INVOICING

4.1 Compensation for Completed Services.

- A. Cardinal shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement and any Final Task Order under this Agreement at the rates provided in Attachment B (Compensation) or as otherwise provided in any given Final Task Order; provided, no compensation shall be due or owing:
1. In the absence of a Final Task Order;
 2. In the absence of a properly executed purchase order;
 3. For undocumented, incomplete, or unaccepted Services and Deliverables; or
 4. In excess of ninety thousand dollars (\$90,000) in any RTA Fiscal Year.
- B. In no event will compensation exceed ninety thousand dollars (\$90,000) in any RTA Fiscal Year.

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

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

4.4 Invoicing.

- A. Cardinal shall submit invoices to the RTA on a monthly basis for payment in a form specified or approved by the RTA. Such invoices must be received by the RTA no later than the twenty-fifth (25th) calendar day of each month. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover Services and Deliverables incurred by Cardinal in performance of any Final Task Order during the preceding accounting period.
- B. Supporting documentation for all Services and Deliverables contained in an invoice will be submitted with each invoice.

- C. The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to Cardinal within twenty (20) calendar days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.
- D. The RTA will pay Cardinal the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.

Article 5 | TERMINATION

5.1 Termination for Convenience.

- A. At any time, either Party may terminate this Agreement for convenience upon not less than seven (7) calendar days' written notice to the other Party.
- B. Upon receipt of such notice, both Parties shall immediately discontinue all Services and Deliverables and activities (unless otherwise agreed by the Parties).
- C. Cardinal will promptly send properly documented invoices to the RTA for any Services and Deliverables performed up to the time of notice due compensation pursuant to the Agreement.
- D. The RTA will pay Cardinal for any unpaid fully performed Services and Deliverables, that are in accordance with the Standard of Care, up to the time of notice, in accordance with the Terms and Conditions of this Agreement.

5.2 Termination for Cause.

- A. The RTA may terminate this Agreement for cause if Cardinal or any of its employees, agents, project team, or subcontractors (if any):
 - 1. Breach any of the Terms and Conditions of this Agreement;
 - 2. Fail or are unable to perform any of their obligations under this Agreement;
 - 3. Engage in fraud or willful misconduct; or
 - 4. Act in violation of Oklahoma or federal law.
- B. The RTA shall effectuate such termination by delivering to Cardinal written notice of the termination specifying the basis of the cause.
- C. Upon receipt of such notice, Cardinal shall immediately discontinue all Services and Deliverables and activities (unless the notice directs otherwise).
- D. The RTA will pay Cardinal for all undisputed accrued amounts due and payable for Services and Deliverables already performed and accepted by the RTA prior to the effective termination date which are not rendered useless or impaired by the stated cause

or breach. Otherwise, the RTA shall not be required to make any additional payments to Cardinal whatsoever and the RTA will not have any further obligations to Cardinal.

- E. The RTA may hold any outstanding payments for prior completed Services and Deliverables and any retainage as security for payment of any costs, expenses, or damages incurred by the RTA by reason of Cardinal's breach or other cause for termination.
- F. The RTA, in its sole discretion, may provide Cardinal up to thirty (30) calendar days to cure (i) a breach of any of the Terms and Conditions of this Agreement or (ii) a failure or inability to perform any of its obligations under this Agreement. In such case, the notice of termination will also state the time period in which cure is permitted and any other appropriate conditions. If Cardinal fails to remedy its breach or non-performance within the period of time allowed, the RTA shall have the right to terminate this Agreement without any further obligation to Cardinal.

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

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

Article 6 | LIABILITY AND INDEMNIFICATION

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

6.2 Reimbursement. Cardinal shall reimburse the RTA for any Liabilities the RTA may incur pursuant to the negligent, reckless, or intentionally wrongful acts or omissions of Cardinal or its

officers, employees, agents, suppliers, or subcontractors pursuant to Section 6.1 in this Agreement within thirty (30) calendar days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

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

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

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

Article 7 | INSURANCE

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

7.2 Coverage. Coverage shall include the following policies with limits as that set forth:

- A. Commercial General Liability Insurance - commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with a limit of one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) general aggregate.
- B. Automobile Liability Insurance - automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with a limit of one-million dollars \$1,000,000 combined single limit per accident.
- C. Professional Liability (Errors and Omissions) Insurance - professional liability (errors and omissions) insurance appropriate to Cardinal' profession, with a limit of one-million dollars (\$1,000,000) per claim and two-million dollars (\$2,000,000) aggregate.

7.3 Duration of Coverage.

- A. All insurance required under this Agreement shall be procured and maintained in full force and effect:
 - 1. Prior to and as a condition of approval of this Agreement;
 - 2. For the duration of this Agreement; and
 - 3. Until formal acceptance of all Services and Deliverables.

B. In the event Cardinal procures and maintains professional liability insurance in the form of “claims-made” coverage, Cardinal will continuously renew its professional liability policy for two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.

7.4 Additional Insureds. All insurance (except professional liability) shall provide that the RTA is named as an additional insured.

7.5 Certifications and Endorsements. Cardinal shall provide the RTA with certificates of insurance and endorsement pages evidencing compliance with the terms of this Agreement prior to and as a condition of approval of this Agreement and on a timely basis upon request by the RTA for the duration of this Agreement. Certificates of insurance will list the RTA as certificate holders and reflect in the “DESCRIPTION OF OPERATIONS” field: “Additional insured(s) on the listed policies are those required in the contract.” Said certificates of insurance and endorsement pages are provided in Attachment C (Certificate of Insurance) hereto.

7.6 Confirmation Authority. Cardinal authorizes the RTA to confirm Cardinal’s insurance compliance directly with Cardinal’s Global Risk Management Department.

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

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

7.9 Deductibles. Cardinal shall be wholly responsible for all deductibles and self-insured retentions that exist in all insurance policies required in this Article 7.

7.10 Occurrence Policies. All policies shall be in the form of “occurrence” coverage; provided professional liability insurance may be procured and maintained in the form of “claims-made” coverage, only if Cardinal continuously renews its professional liability policy for two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.

7.11 Subrogation Waived. Cardinal hereby grants to the RTA a waiver of any right to subrogation which any insurer of said Cardinal may acquire against the RTA by virtue of the payment of any loss under such insurance, with the exception of Professional Liability Insurance.

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

7.13 Change or Cancellation.

- A. Cardinal shall provide actual prior notice to the RTA of any change, reduction of limits below those required herein, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement and shall use all reasonable endeavors to do so as soon as possible, but at least thirty (30) calendar days (except ten (10) days for non-payment of premium) prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The material change, reduction of limits below those required herein, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless Cardinal has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing Cardinal has been and will continue to be in full compliance with the insurance terms of this Agreement.
- C. If any insurance policy or coverage required by this Agreement is materially changed, limits reduced below those required herein, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, the RTA may at its sole option suspend this Agreement without extension of deadlines until there is full compliance with the insurance terms and conditions or terminate this Agreement and seek damages for a breach of this Agreement.
- D. If any insurance policy or coverage required by this Agreement is materially changed, limits reduced below those required herein, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, Cardinal shall be fully responsible and liable for and the RTA may at its option withhold payment otherwise due Cardinal to pay any claim by the RTA for any loss, damages, costs, or expenses, including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, or terminated insurance policy or coverage been in effect without limitation as to the policy amount.

Article 8 | OTHER TERMS

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

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

8.3 Confidentiality.

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

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

8.5 Work Product.

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

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

8.7 Right to Audit. Cardinal shall provide sufficient access to the RTA and its authorized representatives to inspect and audit records and information related to the performance of this Agreement, and any invoices and supporting documentation, as reasonably may be required. However, the makeup of mutually agreed upon hourly rates and multipliers and Cardinal' accounting or financial records related to fixed price or lump sum Services are not subject to audit or examination.

8.8 Records.

- A. Cardinal will maintain complete and accurate records in sufficient detail to permit evaluation of its performance under this Agreement with respect to its:
 - 1. Work Product; and
 - 2. Costs, expenses, receipts, and other such information.

- B. Cardinal will:
 - 1. Maintain said records in accordance with generally accepted accounting principles;
 - 2. Keep said records for a period of at least five (5) years after expiration or termination of this Agreement; and
 - 3. Make said records available in a timely manner upon the request of the RTA until the expiration of the five (5) years.

- C. If supplemental examination or audit of records is necessary due to concerns raised by the RTAs preliminary examination or audit of records, and the RTAs supplemental examination or audit of the records ultimately discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

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

To Cardinal:

Cardinal Infrastructure, LLC
Attn: Sherry Little
600 Massachusetts Avenue, NW
Suite 250
Washington, DC 20001
Telephone: (202) 412-2855
Email:
sherry@cardinalinfrastructure.com

To RTA:

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

and

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

and

Municipal Counselor's Office
Attn: Christopher Hall
200 N Walker Ave., Fourth Floor
Oklahoma City, OK 73102
Telephone: (405) 297-3926
Email: christopher.hall@okc.gov

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

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

8.12 Governing Law and Venue. The Parties expressly agree that this Agreement shall be construed and interpreted in accordance with and subject to the laws of the state of Oklahoma. Venue for all legal proceedings arising out of this Agreement shall be in the state or federal court with competent jurisdiction in Oklahoma County, Oklahoma.

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

8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

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

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

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

8.18 Executive Director Authority.

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

8.19 Force Majeure. Neither Party will incur any liability to the other if its performance or use of the services is prevented, hindered, or delayed by causes beyond its reasonable control and without its fault or negligence, except for the payment of monies for services already rendered pursuant to this Agreement. Causes beyond a Party's control may include, but are not limited to, acts of God or the public enemy, war, terrorist events, compliance with any order or request of any government authority, national or regional emergencies, manmade or natural disasters, riots, strikes, or other concerted acts of workmen, whether direct or indirect, extreme weather events, or epidemics and pandemics, or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the RTA or Cardinal.

Article 9 | FEDERAL TERMS AND CONDITIONS

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

APPROVED by Cardinal Infrastructure, LLC this ____ day of _____, 2024.

By: _____

Its: _____

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

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

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA**

Mary Mélon-Tully, Secretary

Brad Henry, Chairperson

REVIEWED for form and legality

Assistant Municipal Counselor

ATTACHMENT A
Services and Deliverables

Cardinal will provide the RTA with federal advisory services, to include, but not limited to the following:

- Strategic Engagement Plan
- Liaison with Congress and the Department of Transportation
- CIG Project Support
- Identifying Other Funding Opportunities
- Regulatory Support
- Grant Review
- Coalition Building
- Upon request, travel to OKC to tour alignment and present on the CIG Program to RTA Board

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

ATTACHMENT B
Compensation

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

FEE STRUCTURE

As compensation for this scope of work and in recognition of the nature of constrained finances leading up to local voter approval for RTA's capital projects that must be taken into account, Cardinal Infrastructure will bill RTA at a discounted blended hourly billable rate of \$550 hourly. This will allow RTA staff to utilize Cardinal's resources on a limited as-needed basis with a not-to exceed monthly amount of \$7,500. Additionally, RTA will cover any required non-local travel and lodging, which will be approved by RTA in advance.

Following the approval of local funding and permission to proceed on the capital projects as envisioned, Cardinal Infrastructure proposes a monthly retainer amount of \$11,500 monthly to perform the broader scope of work envisioned by the pursuit of federal resources to advance these projects.

ATTACHMENT C
Certificate of Insurance

ATTACHMENT D
Notice to Proceed



Regional Transportation Authority
of Central Oklahoma

2000 S MAY AVENUE,
OKLAHOMA CITY, OK 73108
405.297.1331
rtaok.org

February 22, 2024

Cardinal Infrastructure, LLC
Attn: Sherry Little
600 Massachusetts Avenue, NW
Suite 250
Washington, DC 20001

RE: Federal Advisory Services to the Regional Transportation Authority of Central Oklahoma

Dear Ms. Little,

Your firm has been selected to provide federal advisory services to the Regional Transportation Authority of Central Oklahoma (RTA) per your attached proposal. The first term of the agreement will begin on February 22, 2024, and will end on June 30, 2024. The total expenses for this term shall not exceed \$50,000, PO number 2024-016. Should the actual cost exceed this amount, please notify the RTA prior to proceeding with additional work.

Work is to be performed under the supervision of the RTA Owner's Representative. If you have any questions concerning the above, please contact Kathryn Holmes at (703) 999-4440 or kathryn@holmesassociatesllc.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Ferbrache'.

Jason Ferbrache
Interim Executive Director
Regional Transportation Authority of Central Oklahoma

Enclosure

Regional Transit Authority

2000 South May
Oklahoma City, Oklahoma 73108
Phone: (405) 297-1854

PURCHASE ORDER

DATE	2/22/2024
PO #	2024-018

VENDOR

Cardinal Infrastructure, LLC
Attn: Sherry Little
600 Massachusetts Avenue, NW Ste 250
Washington, DC 20001

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
Chankins			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Contract and Services	Federal Advisory Services - Term 1	1	50,000.00	50,000.00
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SUBTOTAL	50,000.00
TAX	-
SHIPPING	-
OTHER	-
TOTAL	\$ 50,000.00

Comments or Special Instructions
RTA Proposal Dated 2-22-24
Please note purchase order number on claims for payment.
Thank You

If you have any questions about this purchase order, please contact
Christina Hankins * 405.297-1854 * christina.hankins@okc.gov



ATTACHMENT E
Proposal

Jason Ferbrache
Interim Executive Director
&
Kathryn Holmes
RTA Owner's Representative
Regional Transportation Authority for Central Oklahoma
2000 S May Ave.
Oklahoma City, OK 73108

Subject: Proposal for Federal Advisory Services

Dear Mr. Ferbrache and Ms. Holmes:

Cardinal Infrastructure, LLC (Cardinal) is pleased to submit this proposal for federal advisory services to the Regional Transportation Authority of Central Oklahoma (RTA).

RTA's goal of developing and operating a comprehensive regional transit system for the benefit of the citizens of Central Oklahoma is both bold and historic. Cardinal Infrastructure has the expertise, history, and skill to ensure that RTA succeeds in that endeavor, having secured well over \$10 billion in Capital Investment Grant (CIG) funding for clients in Arizona, California, Louisiana, Minnesota, Nevada, Utah, and Washington since 2016.

Cardinal Infrastructure is a DC-based federal advisory group specializing in representing transit industry partners before the federal government. As a boutique firm, the Cardinal difference lies in our highly skilled team of transportation professionals, with significant House, Senate, and U.S. Department of Transportation backgrounds, offering a targeted and tailored approach designed to address RTA's planning and capital project goals. As a firm, we have the experience and knowledge necessary to engage with the Oklahoma congressional delegation, the Congressional Committees with relevant jurisdiction, and the Department of Transportation to advocate on your behalf. We will fight for your priorities in the surface transportation reauthorization and annual appropriations process, to secure competitive federal funding, advance federally funded projects, and collaborate with industry supporting organizations. Cardinal has worked in tandem with newly-established agencies through the new recipient process, so we are familiar with the expectations from FTA, and can immediately provide RTA with that expertise.

Attached you will find our proposal for review and consideration. It includes the myriad of services we will provide to you, a profile of our company, as well as a summary of our qualifications. I am proud of the firm's successful track record in helping local governments partner with the federal government to produce significant investment in their communities. Thank you for your consideration.

Sincerely,

Sherry E. Little

Sherry E. Little, Managing Partner
sherry@cardinalinfrastructure.com

Scope of Services

The Cardinal Philosophy

Cardinal Infrastructure will approach the service of this contract as if we are an extension of Regional Transportation Authority of Central Oklahoma's staff; this results in regular communications, ongoing collaboration, and meaningful discussions on legislative, regulatory, and project priorities. Cardinal will report back to RTA on a daily, weekly, and monthly basis, as appropriate via email, text, virtual and telephone meetings. These meetings offer an opportunity to provide both feedback and quality control. Cardinal will also travel to Oklahoma to meet RTA leadership, staff, and Board Members to learn more about the plan for a regional transit system and provide our expertise to the project.

Strategic Engagement Plan

Cardinal Infrastructure will provide a strategic engagement plan to engage federal officials and support RTA's federal priorities. This plan is not static. It will morph over time to address new challenges and reinforce these relationships to provide strong federal support for regional transit. This plan will focus on increasing the support of your Congressional delegation, facilitate a fruitful relationship with FTA Region 6 leadership and CIG HQ staff, ensure meetings with FTA and FRA political leadership, and place RTA in front of key Congressional committee staff to promote your transit plans and ultimately secure robust appropriations for this project.

Cardinal Infrastructure will ensure that RTA Board Members and leaders are put in positions to have their voices represented with stakeholders in Washington. Cardinal believes that empowering clients to be advocates for their projects with decision-makers, rather than lobbyists taking the lead, is the best path to success and our team has the requisite experience to navigate Administrations and Members of Congress from either party.

Liaison with Congress and the Department of Transportation

As a firm that focuses exclusively on public transit, Cardinal Infrastructure has the unique ability to track relevant issues in real-time and remain in regular communication with USDOT, FRA and FTA headquarters and regional offices, as well as the Congressional committees that authorize and appropriate federal transportation funds. We are prepared to continuously monitor and review legislation, regulatory changes, and administrative policy of relevance to you, communicate significant proposed actions, and help develop and communicate your positions to Congressional and federal agency staff. We will maintain contact with Congressional offices, committees, and federal agencies that correspond to RTA's agenda and remain alert to any policy areas that could have a beneficial or detrimental impact on your project and policy priorities. We will schedule, write talking points for, attend, and execute follow-up for RTA officials to meet with Members of Congress, political appointees, and federal career staff on federal project and policy priorities.

Cardinal has familiarity with the FTA's Region 6 office as well as the headquarters staff. Beyond personal relationships, we understand the working dynamics between HQ and Region leadership and how to foster engagement between the two groups to support capital projects.

CIG Project Support

Cardinal Infrastructure is well versed in the challenges inherent in each stage of FTA's CIG program, as well as other DOT programs, having advised numerous clients on specific areas to emphasize as their projects develop. With Cardinal's advice and facilitation, you will be proactive in coordinating your project with FTA regional and headquarters staff, as well as with the Build America Bureau as necessary. Our goal is to have RTA well prepared for the next steps in project advancement and execution. We have the professional background to identify project risks and mitigate them in cooperation with all the necessary stakeholders.

Identifying Other Funding Opportunities

Cardinal Infrastructure will review RTA's funding needs, their relevance to available federal funding programs, and help review proposals for grant applications. We will also assist in grants that require community-based partnerships among state and local governments and the private sector. As a result of the bipartisan infrastructure law, there are notable changes to existing discretionary grant programs, including the CIG program, as well as the establishment of new programs for which RTA will become eligible. We will provide strategic guidance on the implementation of the surface transportation authorization programs and infrastructure law initiatives to best position you for competitive federal funding.

Cardinal is highly knowledgeable of and successful in securing competitive and discretionary grant programs for its clients including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) transportation grants (formerly BUILD/TIGER), Transportation Infrastructure Finance and Innovation Act (TIFIA), Transit Oriented Development planning grants, SMART grants, Low-No bus grants and innovative mobility program funds.

Regulatory Support

Cardinal Infrastructure will take inventory of policy and regulations primed for enactment that may affect RTA, then make a detailed assessment of pending federal rules, regulations, and guidance. We will identify government priorities of interest – capitalizing on timing and keeping a close eye on federal agency activity – most importantly, implementation of existing authorizing law and pending guidance changes to the CIG program. These efforts will include providing guidance on new regulatory requirements as a result of the Infrastructure Investment and Jobs Act and the future surface transportation reauthorization in 2026 – all of which will impact RTA's pursuit of CIG funds.

Grant Review

Cardinal Infrastructure's team has a long and successful history of reviewing grant applications and advising on which project features would be most compelling to an audience. We facilitate meetings with federal agencies to discuss grant objectives and guidelines before and after proposals are requested; and for debriefs, if necessary, following unsuccessful applications. In so doing, we coach clients on how to refine the application in the future and improve its chances of success. Our team also assists in determining the Administration's key goals of each discretionary opportunity, as well as, obtaining local, regional, and Congressional support for applications.

Coalition Building

Cardinal Infrastructure is invested in the future of the Regional Transportation Authority of Central Oklahoma and its mission of developing and operating a comprehensive regional transit system for its citizens. We will work to advance RTA's agenda via annual appropriations, surface transportation reauthorization, and various stand-alone legislation to further your priorities. As appropriate, we will coordinate efforts with the American Public Transportation Association (APTA) and the CIG Working Group and other key industry groups. These ongoing activities will ensure our team can properly advise you on the best practices utilized by CIG project sponsors nationwide and advise on potential project funding impacts resulting from legislative and regulatory proposals.

In summary, the Cardinal team believes our proposal and our proven record in meeting transit client needs will serve the Regional Transportation Authority of Central Oklahoma well, both now and in the future.

Experience and Capabilities

Cardinal Infrastructure formed in August 2016 from a collaboration of two partners from Spartan Solutions, LLC, Sherry E. Little and Severn E. S. Miller, alongside Anja Graves, President of CHG & Associates, LLC. Following 25 years of working together in various capacities on transit projects, Cardinal's principals decided to join forces, providing legal, regulatory, and policy services within a single entity. First and foremost, know that Cardinal Infrastructure is exclusively a transit firm, and with that the RTA would get focused and highly specific counsel. We understand how proposed legislation and rule makings will affect the work of RTA because we were involved in those processes for decades on both the Congressional and federal agency sides.

Cardinal Infrastructure's Managing Partner, Ms. Little served under two Chairmen of the Senate Banking Committee (Chairman Phil Gramm of Texas and Chairman Richard Shelby of Alabama) while authoring seven years' worth of transit law, overseeing the Federal Transit Administration and managing the nominations process for the agency's political appointee. She later left the US Senate to serve as President George W. Bush's appointee as Deputy Administrator, and Acting Administrator of the FTA. Mr. Miller served as her Chief Counsel during that time, managing all the legal affairs of the \$12 billion agency.

Firm staff have worked in a variety of government and private capacities to draft, amend, and advocate for the passage of the Infrastructure Investment and Jobs Act (IIJA, 2021); Fixing America's Surface Transportation Act (FAST, 2015); Moving Ahead for Progress in the 21st Century Act (MAP-21, 2012); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA, 2005); and the Intermodal Surface Transportation Efficiency Act (ISTEA, 1998), authoring specific portions of IIJA, FAST, SAFETEA and ISTEA. Firm staff authored several versions of the Capital Investment Grant program and subsequent revisions including revisions within IIJA. Additionally, Cardinal has worked to ensure robust funding of federal transportation programs, including the CIG program, and secured project and policy priorities through surface transportation authorizing language. Following legislation being signed into law, Cardinal has worked to implement policy through

comments and advocacy on proposed rules, regulations, and guidance documents with the U.S. Department of Transportation (DOT).

The firm has expanded to include several additional staff who are equipped to help Regional Transportation Authority of Central Oklahoma build out their rail system. In addition to Ms. Little, RTA will be supported by Mr. Auke Mahar-Piersma, former Staff Director of the Railroad Subcommittee and Deputy Staff Director of the Highways and Transit Subcommittee of the House Transportation and Infrastructure Committee; and Mr. Jamie Harrell, former Director of Administration of the House Transportation and Infrastructure Committee.

Individual resumes can be provided upon request.

References

Metropolitan Council and Hennepin County Regional Railroad Authority

Cardinal Infrastructure has worked with the Metropolitan Council and Hennepin County Regional Railroad Authority to advance its Capital Investment Grant projects, including the \$2 billion Southwest Light Rail Transit, \$1.5 billion METRO Blue Line Extension (Bottineau LRT), and \$150 million Metro Transit's Orange Line Bus Rapid Transit project.

Cardinal has helped secure regulatory approvals and funding, including \$74 million for the Orange Line, and four Letters of No Prejudice. Cardinal has garnered support from the Minnesota delegation, private sector, contractors, and key stakeholders. In collaboration with the State of Minnesota and Hennepin County, Cardinal has coordinated fly-ins for Governor Walz and business stakeholders, meeting with the Office of the Secretary, as well as senior political appointees. Furthermore, to assist on right-of-way negotiations with a freight railroad, Cardinal has outlined and executed a complex strategy for county, state, and federal discussions with Burlington Northern Santa Fe (BNSF).

Our firm assisted the Metropolitan Council and Hennepin County in having its full funding grant agreement signed on September 14th, 2020, securing \$928.8 million in federal funding from the Administration. This effort comprised of coordinating with the USDOT and White House, along with providing strategic counsel on how best to leverage the private sector stakeholders and engage with the Administration. In 2022, Cardinal worked with multiple Senate offices and built a coalition to secure a \$425 million plus-up in the FY23 Omnibus spending bill for several CIG projects that needed additional federal assistance to fill gaps fueled by recent inflation and supply chain challenges. With Cardinal assistance, Met Council was successful in obligating \$100 million of their Coronavirus Response and Relief Supplemental Appropriations (CRRSA) allocation to their Southwest LRT project, helping fill a local share gap after inflation associated with COVID-19 and supply shocks significantly increased costs.

Reference: Metropolitan Council Chairman Charles Zelle, Charles.Zelle@metc.state.mn.us, 612-322-1013; Hennepin County Commissioner Marion Greene, Marion.Greene@hennepin.us, 612-910-8728; Kareem Murphy, Intergovernmental Relations Director, 612-596-9711, kareem.murphy@hennepin.us, 701 – 4th Avenue South, Minneapolis, MN 55415.

Virginia Railway Express

Cardinal Infrastructure has worked on behalf of Virginia Railway Express (VRE) for over seven years, assisting with identifying federal funding opportunities for capital projects and serving as a liaison to VRE's Congressional delegation, the Federal Transit Administration, and Federal Railroad Administration.

Our team has assisted VRE in submitting grant applications for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program, Better Utilizing Investments to Leverage Development (BUILD) grant program, and Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant program.

Cardinal worked with VRE to modify FRA rules and regulations; including, but not limited to FRA's metrics and minimum standards for measuring the performance and service quality of intercity passenger train operations; Railroad System Safety Program (SSP) (49 CFR 270) rule requiring commuter and intercity passenger railroads to develop and implement a SSP; and private investment project procedures, specifically related to third-party contracting guidelines. We have also worked with FRA and VRE's Congressional delegations to provide updates on Positive Train Control progress and implementation. Currently, Cardinal is working on regulatory relief for VRE by seeking Congressional action to amend the timeline to secure additional liability insurance when the statutory liability cap is increased.

References: Joe Swartz, Director of Government and Community Affairs, jswartz@vre.org, 571-238-9056, 1500 King St., Suite 202, Alexandria, VA 22314.

Spokane Transit Authority

Cardinal Infrastructure has worked with the Spokane Transit Authority (STA) for eleven years, principally educating and advising staff and the Board regarding the FTA's Capital Investment Grant (CIG) program, and particularly the Small Starts program. Cardinal assisted in securing \$53.4 million in federal funding for STA's City Line Project. STA has been developing its City Line, which is STA's first CIG project. City Line is a 5.8 mile-long bus rapid transit (BRT) corridor in central Spokane. Cardinal Infrastructure assisted STA at every stage of the Small Starts process, providing strategic, policy and legal advice to speed the project through the FTA processes and eventually opening the line for revenue service on-time and \$5 million under budget.

Our firm has assisted STA in obligating COVID-19 relief funding and understanding the eligibility requirements for the numerous supplemental emergency relief funding programs. We continue to provide counsel on utilizing COVID-19 relief funding and strategizing on the use of anticipated increased funding as a result of the Infrastructure Investment and Jobs Act.

Reference: Susan Meyer, Chief Executive Officer, smeyer@spokanetransit.com, 509-325-6000, W. 1230 Boone Ave. Spokane, WA 99201

Utah Transit Authority

Cardinal Infrastructure has worked with the Utah Transit Authority for over two decades helping them secure federal funds to build out an extensive expansion of transit in a rapidly growing

metropolitan area. UTA has advanced light rail, street car, BRT and commuter rail to meet the needs of its growing population with multiple CIG projects advancing over several years.

Cardinal's most recent work with UTA has been to advise them on how to retain their eligibility in the Core Capacity program for the expansion of the FrontRunner commuter rail system after a steep drop in ridership from COVID. Cardinal advocated for this project at FTA and sought congressional relief from statutory requirements. With the Winter Olympics returning to Salt Lake City in 2034, Cardinal will again be advocating for a new round of CIG projects to solidify the transit system for the Olympic games.

Reference: Jay Fox, Executive Director of UTA, jfox@rideuta.com, 801-236-4708, 669 W 200 S, Salt Lake City, UT 84104

Fee Structure

As compensation for this scope of work and in recognition of the nature of constrained finances leading up to local voter approval for RTA's capital projects that must be taken into account, Cardinal Infrastructure proposes a discounted blended hourly billable rate of \$550 hourly. This would presumably allow RTA staff to utilize our firm's resources on a limited as-needed basis with a not-to-exceed monthly amount of \$7,500. Additionally, we propose that you cover any required non-local travel and lodging, which will require your advance approval.

Following the approval of local funding and permission to proceed on the capital projects as envisioned, Cardinal Infrastructure proposes a monthly retainer amount of \$11,500 monthly to perform the broader scope of work envisioned by the pursuit of federal resources to advance these projects. It is anticipated that the term of the assignment shall be two years; however either party may elect to terminate any Letter Agreement with or without cause upon 30 days written notice.

ATTACHMENT F
Federal Terms and Conditions



601 Pennsylvania Avenue NW, Suite 900, Washington, DC 20004 202-434-8266 cardinalinfrastructure.com

July 18, 2022

Kathryn Holmes
Owners Representative
Regional Transportation Authority of Central Oklahoma
2000 S. May Avenue
Oklahoma City, OK 73108

Subject: Proposal for Federal Advisory Services

Dear Ms. Holmes,

Cardinal Infrastructure, LLC (Cardinal) is pleased to submit this proposal for federal advisory services to assist the Regional Transportation Authority of Central Oklahoma (RTA) in advancing its capital projects, advocating for federal legislative and regulatory priorities, engaging with industry associations, and providing strategic counsel on federal programs and regulations.

The bipartisan Cardinal team, consisting of Anja Graves, Sherry E. Little, Severn E. S. Miller, Michael Pieper, and Carter McCoy offer a distinctly different approach to serving the RTA. The difference lies in our highly skilled team of transportation professionals, with significant congressional and federal agency backgrounds, offering a targeted and tailored approach designed to address your specific federal agenda.

Our clients will attest to our knowledge and skill in developing effective legislative, regulatory, and business strategies that bring tangible results. With legal, regulatory, and legislative expertise, our firm has the experience, knowledge, and judgment required to master the dynamic conditions of today's policy and planning climate.

The attached proposal outlines our approach to federal advisory services for the RTA. For this scope of work, Cardinal proposes a monthly retainer of \$15,000. The monthly retainer is not inclusive of travel costs; to be approved in advance by the RTA.

Anja Graves, Partner, has the authority to bind the firm, and is prepared to sign a contractual agreement. We welcome the opportunity to work with RTA and would be pleased to answer any questions you might have regarding our proposal.

Sincerely,

Anja Graves, Partner/Member



Firm Background and Qualifications

Cardinal Infrastructure is a federal advisory firm focused on transportation and infrastructure related issues. Our clients include public transit agencies, cities, regional authorities, private-sector businesses, and nonprofit organizations; all specifically related to transportation and infrastructure matters. The firm's principals have years of experience on Capitol Hill and in the executive branch, successfully navigating the statutory, regulatory, funding, and political process, and communicating client priorities to relevant federal stakeholders.

Firm partners have worked in a variety of capacities to draft, amend, and advocate the passage of the Inflation Reduction Act of 2022 (IRA), the Infrastructure Investment and Jobs Act (IIJA), Fixing America's Surface Transportation (FAST) Act, Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA), and Intermodal Surface Transportation Efficiency Act (ISTEA); authoring specific portions of SAFETEA and ISTEA. Furthermore, Cardinal has worked to ensure robust funding of federal transportation programs and secured project and policy priorities through surface transportation authorizing language. Following legislation being signed into law, Cardinal has worked to implement policy through comments and advocacy on proposed rules, regulations, and guidance documents.

Cardinal is highly knowledgeable of and successful in securing competitive and discretionary grants for clients, including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) transportation grants (formerly BUILD/TIGER), Capital Investment Grants (CIG), Buses and Bus Facilities grants, Low or No Emission Vehicle grants, and innovative mobility program funds. We are also keenly aware of and have worked on projects involving the Army Corps of Engineers, Environmental Protection Agency, Department of Labor, Federal Emergency Management Administration's Transit Security Grant program, and Department of Energy's Advanced Vehicle Technologies and Connected Communities programs.

In addition, several public transit agency clients have, with our guidance, leveraged programs financed by the federal government; including those administered by USDOT's Build America Bureau – for example, assistance in securing and providing regular guidance for the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan program.

Firm Experience

Cardinal Infrastructure assists in expediting the federal grant process and provides thorough reviews of federal rules and regulations affecting proposed or existing projects. Working in conjunction with federal agencies, we advise clients on how to satisfy planning, environmental and other federal grant requirements. We also provide technical and management advice during the planning, engineering, and construction phases of project development. To achieve our goals and ensure effectiveness, we continuously consult with senior federal agency staff in headquarters and regional offices on the status and merits of proposed projects.

With legal, regulatory, and legislative expertise, our firm has the experience, knowledge, and judgment required to master the dynamic conditions of today's policy and planning climate. We advise and counsel clients on a spectrum of vital services – from initial and advanced policy and planning considerations to regulatory compliance, financing, risk assessment, contracting, and procurement. We have a proven record of successfully navigating the statutory, regulatory, and funding processes to assist our clients in overcoming obstacles and meeting their unique goals.



Furthermore, Cardinal has a long and successful history of reviewing and assisting in writing and preparing grant applications. We provide strategic guidance on grant writing and conduct grant reviews as needed to strengthen proposals. In so doing, we monitor agency notices of funding announcement and notice of funding opportunity release dates, facilitate meetings with federal agencies to discuss grant objectives and guidelines before and after proposals are requested; and for debriefs, if necessary, following unsuccessful applications. In so doing, coaching clients on how to refine the application in the future and improve its chances of success. Our team also assists in determining the Administration's key goals of each discretionary opportunity, as well as, obtaining local, regional, and congressional support for applications.

Scope of Work

Federal Agency Engagement

Cardinal will provide analysis of proposed rules, regulations, and federal guidance documents, as well as discretionary grant programs to ensure RTA is best situated to grow its services and operations. Cardinal will proactively advise RTA on issues relating to transportation and infrastructure funding and other transit and rail regulatory issues, with a focus on issues that may impact RTA's capital projects.

Our federal agency engagement activities will include:

- Provide strategic counsel to RTA on projects in or soon to be entered into the Capital Investment Grant (CIG) Program.
- Advise RTA on CIG projects as they enter project development, advancing them through project engineering and into construction.
- Assist in securing Letters of No Prejudice or other CIG-related authorizations.
- Advise and comment on proposed federal rules, regulations, and guidance documents including but not limited to the Federal Transit Administration's (FTA) Capital Investment Grants Program.
- Serve as a liaison between FTA career officials or political appointees and RTA leadership.
- Engage with the White House, USDOT, FTA, Office of Management and Budget, and related agencies on RTA project priorities.
- Meet with and educate members of the Administration on RTA's capital projects and federal policy and regulatory priorities.
- Advise on new federal programs for which RTA is eligible (i.e., smart city programs, bus infrastructure, transit oriented development and new mobility programs, etc.).

Congressional and Legislative Liaison

Cardinal Infrastructure will work in coordination with RTA leadership and your consultants to liaise with your congressional delegation and relevant committees of jurisdiction to advance capital projects. As necessary, Cardinal will engage with Congress on specific issues regarding your capital projects or services. Our work includes, but is not limited to, surface transportation reauthorization, comprehensive infrastructure investment legislation, annual transportation appropriation bills, and tax legislation. Our congressional and legislative activities include:

- Identify emerging threats and opportunities to RTA's capital projects and long-term planning needs; crafting strategies to increase or reduce opposition.
- Educate Members of Congress on RTA's CIG projects and related FTA issues.
- Prepare persuasive talking points and advocacy materials.
- Assist in securing congressionally directed spending requests for RTA's priority projects.



- Engage with congressional caucuses, including the Congressional Bus Caucus, Future of Transportation Caucus, and Smart City Caucus.
- Communicate with RTA's delegation and relevant committees of jurisdiction, including the House Transportation and Infrastructure Committee, House Appropriations Committee, House Energy and Commerce Committee, Senate Appropriations Committee, and Senate Banking, Housing, and Urban Affairs Committee.

Key Personnel

Anja Graves – Partner

Anja Graves has dedicated herself to serving the legislative and regulatory needs of clients, working with private, public, and municipal clients on a variety of transportation, infrastructure, and community economic development issues. Anja effectively and efficiently serves her clients' interests in the legislative and administrative spheres through the reputation she has developed over 18 years as a trusted, innovative expert on transportation and infrastructure subject areas.

Anja helps secure authorizations, appropriations, and regulatory relief for firm clients. Prior to forming Cardinal Infrastructure, Anja was the President of CHG & Associates, a federal relations firm in Washington, DC. In addition to her extensive government affairs experience, Anja worked for the Secretary's Office at the Department of Housing and Urban Development (HUD). Working closely with former Secretaries Andrew Cuomo and Mel Martinez, Anja managed the procurement and budgeting process, contracts and grants, project evaluations, and HUD's role in housing reconstruction in Central America after hurricanes Mitch and George. Ms. Graves is experienced in local and state government through her work as an urban planner for the City of San Jose, as well as an environmental planner working for the Silicon Valley Manufacturing Group in California.

Ms. Graves holds a B.A. from the University of California and a Masters in Urban Planning from New York University. She is a member of APTA, Women's Transportation Seminar, Capital Investment Grants Working Group, Streetcar Coalition, Bus Coalition, Transportation Research Forum, and the Road Gang.

Sherry E. Little – Partner

With top-level experience in both the legislative and executive branches of the U.S. government, Sherry spent 15 years on Capitol Hill, including 9 years as senior staff to the Senate Banking Committee, which has jurisdiction over transportation and transit matters. She then served as Deputy Administrator and Acting Administrator of the Federal Transit Administration (FTA) under President George W. Bush.

Sherry authored the Section 5309 New Starts statutory language and then administered that program as the nation's top transit official. Her FTA and congressional perspectives allow her to appreciate the pressure of navigating the Federal transit program, and to work with clients to build technical capacity for this highly complex industry.

While serving as senior staff to the Senate Banking Committee, Sherry wrote the legislative framework for the establishment of the FTA's first innovative project delivery program – the Public-Private Partnership Pilot Program. It was designed to promote the greater use of private sector capital and technical expertise in the development, financing, construction, and maintenance of public transportation throughout the country. As Deputy Administrator of FTA, she designed the key features and eligibility criteria, and selected the participants for the pilot program. As a result of her leadership with the three selected projects, a new public-private partnership model has gained acceptance and is being pursued as a procurement mechanism throughout the country.



Sherry provides expert guidance through the statutory and regulatory components of federal infrastructure funding and financing, including the Transportation Infrastructure Finance and Innovation Act and public-private partnerships.

Severn “Sev” E. S. Miller – Of Counsel

Former Chief Counsel of the Federal Transit Administration, Sev Miller has more than 21 years of relevant broad-based legal and strategic counseling experience, with extensive legal expertise in the transit industry. His counsel includes legal and policy analysis and advice on transit-related legal and funding issues, Federal compliance and procurement, technical capacity, and mitigation of organizational risk.

As Chief Counsel of FTA, Sev was the principal legal advisor, directing all aspects of FTA's legal activities and supported all aspects of daily operations, including primary responsibility for rulemaking and enforcement. In this role, Sev assisted the Administrator in analyzing and approving grants for proposed transit projects, ensured compliance with all procurement, labor and environmental requirements, and briefed Congressional staff, state and local officials, and officials in other Federal agencies regarding FTA projects and programs.

Sev educates and advises Boards and staff on a wide spectrum of vital services – from initial policy and planning considerations, to financing and risk assessment, contracting and procurement in connection with infrastructure projects nationwide. Sev offers intelligent application of, and suggests methods of compliance with, Federal laws and regulations and other legal requirements. During his long career serving in government and the private sector, Sev has had numerous opportunities to work closely with Republican and Democratic elected officials at all levels, has provided technical assistance in a bipartisan manner, and has consistently built and nurtured bipartisan relationships.

Michael Pieper – Senior Advisor

Michael is a government affairs professional with over 30 years of work in federal and state government affairs. He has held leadership positions in congressional offices, state government and electoral politics. With over 15 years of experience lobbying U.S. Congress, Michael is skilled in legislative strategy, messaging, public relations, issue advocacy, coalition building, and grassroots programs.

Michael consults for a variety of clients in the transportation and manufacturing industries. Prior, he served as the Executive Vice President of Government and Public Affairs for R&R Partners in Washington, DC. In this role, Michael managed DC operations for lobbying, public relations, and issue advocacy. Michael managed federal lobbying staff in Washington, DC and represented clients in areas including transportation, local government, healthcare, mining, education, insurance and public lands. Michael served as the lobbyist for the Nevada Department of Transportation, and the Nevada Governor's office after his tenure as a chief of staff in the U.S. House for a senior member of the House Committee on Appropriations.

Similar Representation and References

Valley Metro

Cardinal has worked with Valley Metro in Phoenix, Arizona for five years to advance its Capital Investment Grant (CIG) program projects and various federal policy priorities. Our team has guided Valley Metro through the CIG process, securing \$75 million from Small Starts in September 2019 for the Tempe Streetcar, a Full Funding Grant Agreement for \$529.83 million in January 2021 for their South Central light rail extension, and a \$158 million grant in November 2021 for the Northwest Extension Phase II light rail project. We also aided in obtaining critical Letters of No Prejudice (LONP) for Tempe Streetcar and two New Starts light rail projects, the



Southcentral Light Rail Extension and Northwest Extension Phase II. Weve reviewed and helped draft competitive discretionary grant applications, including the FTA's Integrated Mobility Innovation Program. Most recently, in July 2021, Cardinal helped arrange a visit by USDOT Secretary Buttigieg to Phoenix to learn more about Valley Metro's capital program.

Cardinal Infrastructure worked with Senator Martha McSally (R-AZ) and other Senate offices to successfully pass the McSally-Jones amendment to the FY 2020 Transportation-HUD appropriations bill. The amendment prevented a 12% cut to transit formula programs. The appropriations bill also included language advocated for by Cardinal Infrastructure that requested fully funding the FTA administrative budget per the FAST Act, as the administrative budget received cuts in FY 19 appropriations.

References: Alexis Tameron Kinsey, Chief of Staff, 602-821-6677, atameronkinsey@valleymetro.org, 101 N 1st Ave, Suite 1400, Phoenix, AZ 85003.

Utah Transit Authority

Utah Transit Authority (UTA) has been a client for over 25 years. The Cardinal Infrastructure team has helped UTA acquire over \$2.5 billion in federal approvals and funding for the purchase of buses and vans, several intermodal terminals, bus maintenance facilities, park and ride, construction of 45 miles of the Trax light rail system, a 90-mile commuter rail line, bus rapid transit, streetcar, Intelligent Transportation System, and transit oriented development.

Cardinal assisted UTA in advancing its Provo-Orem and Ogden/Weber State University Bus Rapid Transit (BRT) projects through the Capital Investment process. We helped UTA secure a \$75 million single year grant agreement for Provo-Orem BRT and most recently 4 allocations totaling \$84 million for the Ogden BRT. We have also helped UTA secure \$11 million in 2018 for the construction of its Depot District Clean Fuel Technology Center under the Buses and Bus Facilities grant program and, in 2016, a \$5.4 million Low and No-Emission Vehicle Deployment Program Project grant toward five battery-electric zero-emission buses.

Furthermore, in 2018 we helped in securing \$2.8 million from the Federal Railroad Administration's Consolidated Rail Infrastructure and Safety Improvements program to assist in implementing positive train control software for 44 miles of track for its commuter train, FrontRunner.

Additionally, Cardinal assisted UTA in securing a number of other federal grants, including \$26 million in TIGER funding to construct the Sugar House Streetcar, an additional \$20 million TIGER grant for First/Last Mile Connections, a \$250,500 transit oriented development planning grant for analysis of land use and development around BRT stations, \$2.7 million in Transit Investments for Greenhouse Gas and Energy Reduction (TIGGER) funding for an electric bus project at the University of Utah in 2011, a 2010 Bus Livability grant for \$5 million, and \$1.74 million in funding from the State of Good Repair Discretionary Grant Program.

Most recently, Cardinal worked with UTA to secure \$525,000 from the FY 2020 FTA Pilot Program for Transit-Oriented Development, and over \$13 million from the FY 2020 Department of Energy's Advanced Vehicle Technologies Research program.

References: Michelle Larson, mlarsen@rideuta.com, 801-236-833-1337, 669 West 200 South, Salt Lake City, UT 84101; Carlton Christensen, Board Chairman, carlton@rideuta.com, 801-201-2091.

Hennepin County Regional Railroad Authority and Metropolitan Council



Cardinal Infrastructure has worked with the Hennepin County Regional Railroad Authority to advance its Capital projects, including the \$2 billion Southwest Light Rail Transit, \$1.5 billion METRO Blue Line Extension (Bottineau LRT), and \$150 million Metro Transit's Orange Line Bus Rapid Transit project.

Cardinal has helped secure regulatory approvals and funding, including \$74 million for the Orange Line BRT and four Letters of No Prejudice totaling more than \$800 million to begin Southwest Line construction. In last 2020, Cardinal helped finalize a FFGA for Southwest for \$928.8 million. Cardinal garnered support from the Minnesota delegation, private sector, contractors, and key stakeholders. In collaboration with the State of Minnesota and Hennepin County, Cardinal has coordinated fly-ins for Governor Walz and business stakeholders, meeting with the Office of the Secretary, as well as senior political appointees. Furthermore, to assist on right-of-way negotiations with a freight railroad, Cardinal has outlined and executed a complex strategy for county, state, and federal discussions with BNSF.

Reference: Hennepin County Commission Chair Marion Greene, 612-910-8728, Marion.Greene@hennepin.us or Kareem Murphy, Intergovernmental Relations Director, 612-596-9711, Kareem.Murphy@hennepin.us, 701 – 4th Avenue South, Minneapolis, MN 55415.

Regional Transportation Commission of Washoe County, Nevada

The Regional Transportation Commission of Washoe County (RTC) has been a client for over 20 years. RTC serves as the public transportation provide, Metropolitan Planning Organizations, and provides new roadway construction projects for regional roads. Cardinal has helped RTC obtain nearly \$400 million for transit, highway, and energy projects in Northern Nevada, including the purchase of buses, route alternatives analysis, preliminary engineering, design, and construction of a BRT line on Virginia Street, construction of two intermodal transportation centers, and an innovative bus project. More specifically, Cardinal Infrastructure helped secure a \$40.4 million CIG grant for their Virginia Street Bus RAPID Transit Extension Project in September 2019, \$16 million in TIGER funding in 2016, and \$6 million CIG grant in 2016 for the 4th Street and Prater Way BRT project, among millions of dollars in additional grant funding for zero-emission buses and related infrastructure.

Most recently, Cardinal helped RTC secure \$6.49 million from the FY 2021 Low or No Emission Vehicle grant program for the purchase of hydrogen fuel cell buses and infrastructure, as well as \$23 million from the FY 2020 BUILD grant program for the Pyramid Highway/US 395 Connection Project, which includes the installation of smart traffic signals, widened medians, bike lanes, sidewalks, and enhanced drainage and stormwater infrastructure.

Furthermore, Cardinal Infrastructure successfully advocated for language in the Senate Environment and Public Works Committee's highway portion of the FAST Act reauthorization bill that expands the Safe Routes to School Program through high school. Recently, Cardinal successfully advanced an amendment to the House surface transportation reauthorization bill, the INVEST in America Act, that excludes hydrogen fuel cell electric buses from the procurement minimums set under the Zero Emission Bus Grant Program.

References: Bill Thomas, AICP, Executive Director, 775-332-0162, bthomas@rtcwashoe.com, 1105 Terminal Way, Reno, NV 89502.



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider a Resolution approving the adoption of Locally Preferred Alternatives for the West Corridor with an alignment starting from the Santa Fe Intermodal Hub and ending at or near the John Kilpatrick Turnpike and for the Airport Corridor with an alignment starting from the Santa Fe Intermodal Hub and ending at the Will Rogers World Airport Terminal.

Background On April 18, 2023, the Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors adopted a professional service agreement (PSA) with Kimley-Horn and Associates, Inc. (Kimley-Horn), to conduct an Alternatives Analysis for the Transit Corridors to promote Economic Development and Equity Inclusion (EDEI) Project.

The PSA with Kimley-Horn and Associates, Inc., was negotiated on a fourteen-month term and funding was supported by a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant agreement between the Federal Transit Administration and the Central Oklahoma Transportation and Parking Authority on behalf of the RTA.

The activities that were carried out under the PSA included public engagement, surveys, social media and the RTA's project website. The PSA also included the advancement of an Alternatives Analysis for the West and Airport Corridors to determine the Locally Preferred Alternatives.

On May 15, 2024, Kimley-Horn recommended a Locally Preferred Alternative for the West Corridor with a mode of dedicated guideway Bus Rapid Transit and the Airport Corridor with a mode of light rail transit for consideration.

This resolution approves the LPAs for the West and Airport Corridors.

Recommendation: Resolution be adopted.

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

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 24-0006

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA APPROVING THE ADOPTION OF A LOCALLY PREFERRED ALTERNATIVE FOR THE WEST CORRIDOR WITH AN ALIGNMENT STARTING FROM THE SANTA FE INTERMODAL HUB, THEN NORTH TO NW 10TH STREET, THEN WEST ON NW 10TH STREET, THEN SOUTH ON MACARTHUR BOULEVARD, THEN WEST ON RENO AVENUE, THEN SOUTH ON COUNCIL ROAD, THEN WEST ON SW 15TH STREET, AND ENDING AT OR NEAR THE JOHN KILPATRICK TURNPIKE AND A MODE OF DEDICATED GUIDEWAY BUS RAPID TRANSIT, AND APPROVING THE ADOPTION OF A LOCALLY PREFERRED ALTERNATIVE FOR THE AIRPORT CORRIDOR WITH AN ALIGNMENT STARTING FROM THE SANTA FE INTERMODAL HUB, THEN WEST ON RENO AVENUE, THEN SOUTH ON MERIDIAN AVENUE AND ENDING AT THE WILL ROGERS WORLD AIRPORT TERMINAL, INCLUDING A CONNECTION TO THE MIKE MONRONEY AERONAUTICAL CENTER AND A MODE OF LIGHT RAIL TRANSIT.

WHEREAS, on April 18, 2023, the Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors adopted a professional services agreement (PSA) with Kimley-Horn and Associates, Inc. (Kimley-Horn), to conduct an Alternatives Analysis for the Transit Corridors to Promote Economic Development and Equity Inclusion (EDEI) Project; and

WHEREAS, the PSA was negotiated on a fourteen-month term and funding was supported by a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant agreement between the Federal Transit Administration and the Central Oklahoma Transportation and Parking Authority (COTPA) on behalf of the RTA; and

WHEREAS, the activities carried out under the PSA included public engagement via in-person and virtual live events, the project website, surveys, and social media; and

WHEREAS, public engagement efforts conducted during the project have been supportive of the technical work performed by Kimley-Horn and RTA; and

WHEREAS, the activities carried out under the PSA included the advancement of an Alternatives Analysis for the West and Airport Corridors to determine the Locally Preferred Alternatives; and

WHEREAS, Kimley-Horn recommended a Locally Preferred Alternative (LPA) for the West

Corridor to the RTA Board on May 15, 2024, for consideration; and

WHEREAS, Kimley-Horn recommended a Locally Preferred Alternative for the Airport Corridor to the RTA Board on May 15, 2024, for consideration; and

WHEREAS, the West Corridor will have an operating environment, station amenities, service frequency, and service span that meet the minimum FTA Capital Improvement Grant (CIG) requirements for bus rapid transit.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby approve the adoption of a locally preferred alternative for the West Corridor with an alignment starting from the Santa Fe Intermodal Hub, then north to NW 10th Street, then west on NW 10th Street, then south on MacArthur Boulevard, then west on Reno Avenue, then south on Council Road, then west on SW 15th Street, and ending at or near the John Kilpatrick Turnpike and a mode of dedicated guideway bus rapid transit.

BE IT FURTHER RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby approve the adoption of a locally preferred alternative for the Airport Corridor with an alignment starting from the Santa Fe Intermodal Hub, then west on Reno Avenue, then south on Meridian Avenue and ending at the Will Rogers World Airport terminal, including a connection to the Mike Monroney Aeronautical Center and a mode of light rail transit.

ADOPTED by the Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma this **26th** day of **June 2024**.

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA**

Mary Mélon-Tully, Secretary

Brad Henry, Chairperson

REVIEWED for form and legality.

Christopher Hall, Assistant Municipal Counselor



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Enter into Executive Session on advise of the Municipal Counselor to discuss the purchase or appraisal of real property and to confer on matters pertaining to economic development including the transfer of property, as public disclosure of the matter discussed would interfere with the development of products or services regarding the Board's strategy and approach for the acquisition of certain real property from BNSF for the commuter rail operation, as authorized by 25 OS. (2022 Supp) §§ 307 (B)(3) and (C) (11).

Background It is the recommendation that the Chairperson and the Board of Directors retire into executive session to confer on matters pertaining to economic development including the transfer of property

Recommendation: Enter into executive session.



Jason Ferbrache
Interim Executive Director