

**AGREEMENT
BY AND BETWEEN
THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND
CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY**

CFDA NUMBER: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

This AGREEMENT made and entered into this _____ day of _____, 2022, by and between the Association of Central Oklahoma Governments (ACOG), and the Central Oklahoma Transportation and Parking Authority (COTPA), and jointly as PARTICIPANTS, for the following intents and purposes, to wit:

WHEREAS, ACOG is responsible for Metropolitan Transportation Planning activities within the Transportation Management Area (TMA) as identified in the FY 2021 Unified Planning Work Program (UPWP), as funded through Agreements with the Oklahoma Department of Transportation (DEPARTMENT), , and as authorized by the Federal Highway Administration (FHWA), and in compliance with the Federal Transit Agency (FTA); and,

WHEREAS, ACOG is responsible to maintain the comprehensive, continuing and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at a minimum expense for the Central Oklahoma Region; and,

WHEREAS, ACOG's FY 2021 UPWP committed funding and participation toward the effort of updating the Commuter Corridors study; and,

WHEREAS, COTPA is the fiscal and administrative agent for the Regional Transit Authority of Central Oklahoma (RTA); and,

WHEREAS, COTPA, on behalf of the RTA, has procured services and expended funding to update the Commuter Corridors Study to the benefit of the region; and,

NOW THEREFORE, for and in consideration of the mutual covenant contained herein, the parties hereto do hereby mutually promise and agree as follows:

SECTION 1 – Purpose

The purpose of this agreement is to support and assist with the ongoing efforts to update the Commuter Corridors study, as identified and prescribed in the FY 2021 UPWP.

SECTION 2 – Statement of Work

COTPA is administering and overseeing planning services, and is using its 5307 funds to directly pay to update the Commuter Corridors Study with a high capacity transit plan and Alternatives Analysis Study to meet the objectives as agreed to and envisioned in ACOG FY2021 UPWP.

The Scope of Work is referenced in the FY 2021 UPWP as follows:

COTPA will provide administrative and planning support for the Regional Transportation Authority (RTA) of Central Oklahoma. As part of this effort, right-of-way research and rail negotiations will be ongoing. An update to the Commuter Corridors Study, which will include refreshing ridership numbers, costs, and enhanced coverage of transit, will be performed to ensure FTA grant eligibility. Eligible reimbursement expenses include: update Alternatives Analysis on the North/South/East corridors,

validated corridor mode, validated station locations, system cost estimate, model ridership numbers, and scenario development. Ineligible expenses include: development of Fixed-Guideway System Plan (adopted in April 2021), public outreach, website/social media work, and other engagement efforts.

SECTION 3 - Financing

ACOG presently has funds available, as allocated and authorized through FHWA and ODOT, in the approved FY 2021 UPWP for reimbursement to COTPA of direct costs for this planning and Alternatives Analysis Study's scope of work, in the amount not to exceed actual costs of \$700,000 (\$560,000 FHWA and \$140,000 local match).

Such funds shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart E.

The financing provided by this AGREEMENT is for eighty percent (80%) of total actual auditable costs on a reimbursement basis, as customary for the FHWA PL funds. The remaining match will be funded by the RTA.

SECTION 4 – Effective Date

The provisions of this AGREEMENT shall become retroactively effective to July 1, 2020 on the date of execution by ACOG. This AGREEMENT shall be effective until all funding provided under Section 3 has been expended but in no event shall the term of this AGREEMENT be extended beyond June 30, 2022 for expenditure of FHWA Metropolitan Planning Funds (PL Funds) without supplementation as provided by SECTION 13 of this AGREEMENT. Section 13's Supplementation to extend this AGREEMENT to September 30, 2021 is provided in Exhibit "F". This AGREEMENT may be terminated earlier upon thirty (30) days written notice by either party as provided for in SECTION 14 of this AGREEMENT.

SECTION 5 - Audit

As part of this AGREEMENT, COTPA agrees that all work was procured and administered in accordance with all FTA requirements, including the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F, state laws, regulations, and other provisions of this AGREEMENT.

SECTION 6 – Dispute Resolution

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or the DEPARTMENT's financial participation in any work item or items contained in the UPWP and reimbursed through this Agreement, the details of such disagreement shall be forwarded to the Deputy Director of the Department and the Executive Director of ACOG who jointly shall make the final determination after consultation with FHWA.

SECTION 7 - Payment

Payments for services described in this AGREEMENT shall be disbursed by the ACOG on the basis of documented monthly and/or periodic billings from COTPA showing the total actual costs incurred. Such billings shall be submitted each month. In no case shall payments exceed an amount equal to that percentage of the work actually completed and reported in monthly and/or periodic progress reports. A

final invoice for claims arising under this AGREEMENT for work completed before or during June 2022, shall be submitted no later than July 15, 2022.

SECTION 8 – Progress Reports

COTPA shall provide to the ACOG monthly and/or periodic reports of expenditures, by work items and a narrative discussion of accomplishments on work program items. Such reports shall be submitted in such form as may be specified by the ACOG.

SECTION 9 – Inspection of Work

The ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description, which the ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. The ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

SECTION 10 - Records

The COTPA hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR 200. Such records will be made available for inspection by the ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to the ACOG with respect to the study. Copies of such records shall be furnished at cost to the ACOG.

SECTION 11 – Ownership of Data

The ownership of the data collected under this AGREEMENT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANTS, for joint use, subject to the applicable Federal and State laws and regulations.

SECTION 12 – Reports

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by COTPA and/or its consultants and reimbursed in whole or in part by the ACOG, shall be submitted to the PARTICIPANTS for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of FHWA and FTA shall be made directly in writing provided the same is sent to the ACOG at the same time.

SECTION 13 – Amendments or Modifications of Agreement

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by the ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with same formalities as are observed in the execution of this AGREEMENT.

SECTION 14 - Termination of Agreement

This AGREEMENT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this AGREEMENT by giving thirty (30) days notice in writing to the other PARTICIPANT as referenced in SECTION 24 of this AGREEMENT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, COTPA shall deliver at cost to the ACOG all items mentioned in SECTIONS 10 and 12 of this AGREEMENT within thirty (30) calendar days following the effective termination date.

SECTION 15 Government Wide Non-procurement Suspension and Debarment

The PARTICIPANTS agree to comply and assures the compliance of each third-party beneficiary and sub-recipient, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," and in compliance of 2 CFR 200.

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the Chief Administrative Officer of the COTPA as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgments involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

SECTION 16 RESPONSIBILITY FOR CLAIMS AND LIABILITY

COTPA, The DEPARTMENT, ACOG, FHWA and FTA mutually recognize that each party is a governmental entity subject to the provisions of their respective Governmental Tort Claims Act (51 O.S. § 151 et seq.). The parties hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act, without waiving any of the party's defenses, exemption or sovereignty. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

SECTION 17 – Civil Rights Act of 1964

COTPA and the ACOG agree that all operations under the terms of this AGREEMENT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

- (1) Compliance with Regulations: The COTPA will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) Nondiscrimination: The PARTICIPANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The COTPA will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the COTPA for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractors or supplier shall be notified by the COTPA of the PARTICIPANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- (4) Information and Reports: The COTPA will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT, FHWA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of COTPA is in the exclusive possession of another who fails or refuses to furnish this information, the COTPA shall so certify to the DEPARTMENT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the PARTICIPANT's noncompliance with the non-discrimination provisions of this contract, the ACOG shall impose such contract sanctions as it, the DEPARTMENT FHWA or the FTA may determine to be appropriate including, but not limited to:
 - (a) withholding of payments to the COTPA under the contract until the COTPA complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The COTPA will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The COTPA will take such action with respect to any subcontract or procurement as the DEPARTMENT, the FHWA or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event COTPA becomes involved in, or is threatened with, litigation with a subcontractors or supplier as a result of such direction, the COTPA may request the State to enter into such litigation to protect the interests of the State, and, in addition, the COTPA may request the United States Attorney to enter into such litigation to protect the interests of the United States.

SECTION 18- Compliance with Minority Business Enterprise Act

COTPA and the ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs," a copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this AGREEMENT.

SECTION 19- Compliance with Certification Regarding Lobbying

COTPA agrees to adhere to Section 1352, Title 31, U.S. Code, which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan, or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this AGREEMENT.

SECTION 20 – Covenant Against Contingent Fees

COTPA warrants that it has not employed or retained any company or person specifically to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the ACOG shall have the right to annul this AGREEMENT without liability, or at its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION 21 – Entire Agreement, Exhibits, and Prior Understanding

This AGREEMENT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS. All attached exhibits are incorporated into this Agreement by reference and should there be a conflict between the Agreement and exhibits then the order of the documents will identify the priority and precedential value of each document.

SECTION 22 – Governing Laws and Regulations

PARTICIPANTS shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this AGREEMENT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, each PARTICIPANT shall furnish the other PARTICIPANT with satisfactory proof of its compliance therewith.

This AGREEMENT shall be governed and construed in accordance with the laws of the State of Oklahoma, this Agreement's cited federal rules, regulations and laws, and the applicable rules, regulation, policies, and procedures of the ACOG.

SECTION 23 - Headings

Section headings used in this AGREEMENT are inserted for convenience of reference only and shall not be deemed a part of this AGREEMENT for any purpose.

SECTION 24 – Binding Effect & Counterpart

This AGREEMENT shall be binding upon and inure to the benefit of the ACOG and the COTPA and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

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.

SECTION 25 - Notices

All notices, demands, requests, or other communications, which may be or are required to be given, served or sent by either party to the other pursuant to the AGREEMENT shall be in writing and shall be deemed to have been properly given or sent:

- (1) if intended for the ACOG, by electronic transmission, mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the state at:

Mark W. Sweeney, Executive Director
Association of Central Oklahoma Governments
4205 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73105

- (2) if intended for COTPA, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to COTPA at:

Jason Ferbrache, Executive Director
Central Oklahoma Transportation and Parking Authority
2000 S May
Oklahoma City, Oklahoma 73108

SECTION 26 - Severability

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

IN WITNESS WHEREOF, the Chairperson of the Central Oklahoma Transportation and Parking Authority has set his hand and seal this _____ day of _____, 2022 and the Executive Director of the Association of Central Oklahoma Governments has set his/her hand and seal this _____ day of _____, 2022.

IN WITNESS WHEREOF, the Chairperson of the Central Oklahoma Transportation and Parking Authority has set his hand and seal this 4th day of March, 2022 and the Executive Director of the Association of Central Oklahoma Governments has set his/her hand and seal this _____ day of _____, 2022.

CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

Reviewed and Approved
as to Legality and Form:

Stanley Ranson

Assistant Municipal Counselor

Approved:



[Signature]

Secretary

Date

[Signature]

Chairperson

Date

Central Oklahoma Transportation and Parking

Authority

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS:

Reviewed and Approved
as to Legality and Form:

Attorney

Date

Executive Director

Date

Association of Central Oklahoma Governments
4205 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73105

EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

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

- (1) That he or she is the fully authorized agent of the Prospective COTPA in this project which involves, Federal funding and has full knowledge and authority to make this certification.
- (2) That, neither the Prospective COTPA nor any person associated therewith in the capacity of director, officer, manager, auditor or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and
 - c. Has a proposed debarment pending; and
 - d. Has been indicted, convicted, or had a civil judgment rendered against any of the afore-mentioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

If none so state by entering the word none: none



Chairman
Central Oklahoma Transportation and Parking Authority

3/4/2022

Date

EXHIBIT B (page 1 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier PARTICIPANTS.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
-- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier COTPA is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier COTPA knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier COTPA shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier COTPA learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "PARTICIPANT," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier COTPA agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier COTPA further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. COTPA, in a covered transaction, may rely upon a certification of a prospective COTPA in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A COTPA may decide the method and frequency by which it determines the eligibility of its principals. Each COTPA may, but is not required to, check the Non-procurement List.

EXHIBIT B (page 2 of 2)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a COTPA is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a COTPA in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
– Lower Tier Covered Transactions**

- (1) The prospective lower tier COTPA certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
- (2) Where the prospective lower tier COTPA is unable to certify to any of the statements in this certification, such prospective COTPA shall attach an explanation to this proposal.

EXHIBIT C (page 1 of 2)

NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, the COTPA, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

- (1) The COTPA and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
- (2) That any subcontract entered into by the COTPA for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees", and the same shall be appended to said subcontract and incorporated therein by reference.
- (3) The COTPA shall refrain from "discriminatory practices", as hereinafter defined. It is a discriminatory practice for the COTPA to:
 - (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age or handicap; or
 - (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or
 - (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining; or
 - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by the COTPA indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment; or
 - (e) Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991; or
 - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
 - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or

EXHIBIT C (page 2 of 2)

- (h) Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991; or
 - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991.
- (4) The COTPA further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to the COTPA in the performance of this Contract.
- (5) Sanctions for Noncompliance - In the event the COTPA violates or refuses to abide by any of the provisions herein set forth, the ACOG reserves the right and option to:
- (a) Withhold payments to the COTPA until the COTPA furnishes satisfactory evidence of compliance and correction of all violations; or
 - (b) Cancel, terminate or suspend the Contract, in whole or in part, without further liability to the ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
 - (c) All violations which are not corrected by the COTPA within such time as is specified by the ACOG in its notice of violation, shall be reported to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- (6) Immediately upon notification of Contract award, the COTPA shall submit to the ACOG a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- (7) The COTPA hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties and responsibilities of said Commission.
- (8) The COTPA further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

EXHIBIT D (page 1 of 2)

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES
POLICY STATEMENT**

It is the policy of the Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) (formerly MBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE/WBE requirements of 49 CFR Part 23 applies to this Agreement.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the Oklahoma Department of Transportation and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation and its Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Department of Transportation, may result in termination of the contract by the recipient or other such remedy, as the recipient deems appropriate.

EXHIBIT D (page 2 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S

BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

- (1) It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
 - (a) Including qualified small and minority business on solicitation lists.
 - (b) Assuring that small and minority businesses are solicited whenever they are potential sources.
 - (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - (d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority businesses.
 - (e) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
 - (f) If any subcontracts are to be let, requiring the prime subcontractor to take the affirmative steps in (a) through (e) above.
- (2) Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
- (3) Grantees are encouraged to procure goods and services from labor surplus areas.
- (4) Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

EXHIBIT E

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards in excess of \$100,000, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



Chairman
Central Oklahoma Transportation and Parking Authority

3/4/2022
Date

STATUS VERIFICATION SYSTEM AFFIDAVIT

State of Oklahoma)
County of Oklahoma)

Affiant, Chris Kauffman, of lawful age, and having been first duly sworn, on oath states:

1. Affiant is the duly authorized agent of the Central Oklahoma Transportation and Parking Authority (PARTICIPANT). Affiant is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the procurement of this contract;
2. That the COTPA has registered and fully participates in the Status Verification System, as required by Title 25 O.S. §1313(B)(1), to verify the work eligibility status of all new employees of the PARTICIPANT.

FURTHER AFFIANT SAITH NOT.


Chairman
Chris Kauffman
Printed Name

3/4/2022
Date
Chairman
Title

STATUTORY AFFIDAVIT

State of Oklahoma)
)
County of Oklahoma)

Affiant, Chris Kauffman, of lawful age, and having been first duly sworn, on oath states:


1. That I am the duly authorized agent of the Central Oklahoma Transportation and Parking Authority to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of that contract, 74 OS §85.22.

2. That neither the COTPA nor anyone subject to the COTPA's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract to which this statement is attached, 74 OS §85.22.

3. That no person who has been involved in any manner in the development of this Agreement while employed by the ACOG or Oklahoma Department of Transportation shall be employed to fulfill any of the services provided for under this contract, 74 OS §85.42.

4. That, to the best of my knowledge and belief, the COTPA has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services or final product acquired by this contract, 74 OS §85.41.

FURTHER AFFIANT SAITH NOT.



Chairman
Chris Kauffman

Printed Name

3/4/2022

Date

EXHIBIT F

NO COST TIME EXTENSION (NCTE)

NO COST TIME EXTENSION (NCTE)

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
FHWA PL FUNDS: Proj No.: PL – 0450 (047) AL, JP No.: 11767(35)
CFDA NUMBER: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

This No Cost Time Extension is made effective this 30 day of JUNE, 2021 by and between the State of Oklahoma, acting through its administrative agency, the Oklahoma Department of Transportation herein after called the DEPARTMENT, and the Association of Central Oklahoma Governments as the CONTRACTOR.

WITNESSETH

WHEREAS, on the 8th day of July, 2020, the DEPARTMENT entered into an agreement to obtain the personal services of CONTRACTOR.

NOW THEREFORE, it is mutually agreed between the parties hereto the aforesaid agreement is hereby amended as follows:

The DEPARTMENT is requesting a No Cost Time Extension from July 1, 2021 through June 30, 2022 for CONTRACTOR to complete the following as identified in the FY 2021 Unified Planning Work Program (UPWP).

Task 2.02

16. Coordination and Support of the RTA

COTPA will provide administrative and planning support for the Regional Transportation Authority (RTA) of Central Oklahoma. As part of this effort, right-of-way research and rail negotiations will be ongoing. An update to the Commuter Corridors Study, which will include refreshing ridership numbers, costs, and enhanced coverage of transit, will be performed to ensure FTA grant eligibility.

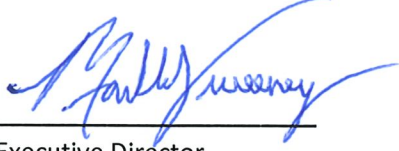
COTPA will also serve as staff liaison to the Oklahoma City RTA Board members and work with the RTA in various areas to support improved transit in OCARTS area.

The City of Norman will serve as staff liaison to the Norman RTA Board Member and will work with the RTA in various areas to support improved transit in the OCARTS area.
(Norman)

No new funding will be added to the agreement.

All other provision of this agreement except as previously amended herein, remain in full force and effect.

Association of Central Oklahoma Governments



Executive Director
ACOG

6/30/2021
Date

Oklahoma Department of Transportation

Recommended for Approval:

DocuSigned by:
Matt Swift 6/30/2021
FE8D2A58853B426...
Strategic Asset & Performance
Management Division Date

Recommended for Approval:

DocuSigned by:
Rick Johnson 6/30/2021
CC30BD48D0D5408...
Director of Capital Programs Date

Approved as to Form and Legality:

DocuSigned by:
David Miley 6/30/2021
8DC602346F2F458...
General Counsel Date

For the Department:

DocuSigned by:
D. D. Sell 6/30/2021
29E327E9B9A345C...
Deputy Director Date