



Transportation Policy Board of the Chisholm Trail Metropolitan Planning Organization

Notice of Meetings

Notice is hereby given that the Transportation Policy Board of the Chisholm Trail Metropolitan Planning Organization will meet in regular session at 11:30 AM on Wednesday, March 12, 2025, in Room 403/404 of the Stride Bank Center, located at 301 South Independence Avenue, Enid, Oklahoma, and the agenda for said meeting is as follows:

- AGENDA -

Transportation Policy Board of the Chisholm Trail Metropolitan Planning Organization

	Page
1. Call to Order/Roll Call.	
2. Minutes.	
1. Consider approval of minutes of the Transportation Policy Board Special Meeting of November 13, 2024.	2 - 6
Transportation Policy Board of the Chisholm Trail Metropolitan Planning Organization - Nov 13 2024 - Minutes - Pdf	
3. Business.	
1. Discuss and consider approval of supporting ODOT Safety Performance Targets	7
Current ODOT Safety Targets	
2. Discuss and consider approval of the Request for Qualifications for the Metropolitan Transportation Plan (MTP).	8 - 29
CTMPO MTP RFQ	
3. Discuss and consider approval of a subcommittee for the development of the Metropolitan Transportation Plan (MTP).	30
MTP Subcommittee	
4. Discuss the next steps of the MPO's efforts to meet federal and state objectives concerning transportation and transit planning, civil rights, safety and reporting.	
4. Adjourn.	

City of Enid
Transportation Policy Board of the Chisholm Trail Metropolitan Planning
Organization
Minutes

The Transportation Policy Board of the Chisholm Trail Metropolitan Planning Organization of the City of Enid, County of Garfield, State of Oklahoma, met in special session at 11:30 AM on Wednesday, November 13, 2024, in Room 403/404 of the Stride Bank Center, located at 301 South Independence Avenue in said city, pursuant to notice provided to the Clerk of the City of Enid no less than forty-eight hours prior to said meeting, and which notice was posted no later than 11:30 AM on the 12th day of November, 2024. The minutes for said meeting are as follows:

1. CALL TO ORDER/ROLL CALL.

Chairman Mason called the meeting to order with the following members present and absent:

PRESENT: Enid Mayor David Mason, Enid City Commissioners Derwin Norwood and Rob Stallings, North Enid Mayor Jason Dockins, Designee for the Executive Director of NODA Cecil Michael, Designee for the District IV Transportation Director Sarah McElroy, Aviation Advisory Board Chairman Ken Girty

ABSENT: Chairman of the Garfield County Commissioners Reese Wedel, ODOT District IV Engineer Trenton January, EPTA General Manager Demetria Dixon

Others present were Enid City Manager Jerald Gilbert, Enid Assistant City Clerk Jessica Gilbert, Enid City Attorney Carol Lahman, NORTPO Representative Vicki Eggers, ODOT Transportation Manager Travis Rigdon.

2. MINUTES.

1. Consider approval of minutes of the September 18, 2024 Transportation Policy Board Special Meeting.

Moved by Rob Stallings, seconded by Derwin Norwood, to approve minutes of the September 18, 2024 Transportation Policy Board Special Meeting.

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

3. BUSINESS.

1. Introduction of City of Enid's MPO Planner.

Taylor Massey was introduced as the new Transportation Planner for the City

of Enid and MPO.

2. Discuss and take action the 2025 Schedule of Regular Meetings.

Moved by Derwin Norwood, seconded by Rob Stallings, to approve the 2025 Schedule of Regular Meetings for the Transportation Policy Board as follows:

- February 12, 2025
- March 12, 2025
- April 9, 2025
- May 14, 2025
- June 11, 2025
- July 9, 2025
- August 13, 2025
- September 10, 2025
- October 8, 2025
- November 12, 2025
- December 10, 2025

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

3. Discuss and take action on the Environmental Justice (EJ) Plan.

City Attorney Carol Lahman explained that the Environmental Justice (EJ) Plan addressed the needs of various populations, particularly those lacking access to transportation, non-English speakers, the elderly, and minority communities. This initiative was rooted in federal mandates that have evolved over the years, with updates occurring as recently as 2023. The Board discussed the implications of the plan and how it aligned with federal objectives aimed at promoting inclusivity.

Moved by Derwin Norwood, seconded by Rob Stallings, to approve the Environmental Justice (EJ) Plan.

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

4. Discuss and take action on the Limited English Proficiency (LEP) Plan.

Ms. Lahman provided insights into the necessary steps for effective communication with non-English speakers. The LEP Plan aimed to ensure inclusivity in transportation discussions for residents with limited English proficiency.

Ms. Lahman outlined current efforts, including Spanish translations available on the MPO's website, and expressed the need for real-time translation services at meetings. The Board acknowledged that while Spanish resources were adequate, there was a pressing need to provide services for other languages, particularly Marshallese, due to community demographics.

A question arose regarding the need for translation services for non-citizens. Ms. Lahman clarified that federal law mandated protections for all residents within the Metropolitan Planning Area (MPA), regardless of their citizenship status. Thus, the LEP Plan must accommodate all individuals residing in the area, ensuring their voices are heard in transportation discussions. The Board recognized the need to proactively seek translators, especially for languages represented in the community.

Moved by Kenneth Girty, seconded by Derwin Norwood, to approve the Limited English Proficiency (LEP) Plan.

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

5. Discuss and take action on the Title VI Complaint Process.

Moved by Derwin Norwood, seconded by Rob Stallings, to approve the Title VI Complaint Process.

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

6. Discuss and take action the Title VI Assurances.

Moved by Derwin Norwood, seconded by Rob Stallings, to approve the Title VI Assurances.

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

7. Discuss and take action on the Title VI Plan.

Moved by Derwin Norwood, seconded by Rob Stallings, to approve the Title VI Plan.

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

8. Discuss and take action on a resolution approving the Chisholm Trail MPO's

Adjusted Urban Boundary Map.

Sarah McElroy explained that approval of this item would align the Adjusted Urban Boundary (AUB) to the Metropolitan Planning Area (MPA). They would then begin functional classification.

Moved by Kenneth Girty, seconded by Derwin Norwood, to approve the Chisholm Trail MPO's Adjusted Urban Boundary Map.

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

9. Discuss and take action on a resolution adopting the Chisholm Trail MPO's Transportation Improvement Program (TIP).

Moved by Kenneth Girty, seconded by Rob Stallings, to approve a resolution adopting the Chisholm Trail MPO's Transportation Improvement Program (TIP).

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

10. Discuss and take action on the Self-Certification Statement.

Ms. McElroy explained that this document ensured the TIP process complied with all federal guidelines. Upon approval, it would be submitted to the STIP Coordinator at ODOT. From there, the Chisholm Trail MPO's TIP would be incorporated into the state's TIP before advancing to the federal level for final approval.

Moved by Derwin Norwood, seconded by Rob Stallings, to approve the Self-Certification Statement.

Carried by the following votes:

Ayes: David Mason, Derwin Norwood, Rob Stallings, Jason Dockins, Cecil Michael, Sarah McElroy, Ken Girty

11. Discuss the next steps of the MPO's efforts to meet federal and state objectives concerning transportation and transit planning, civil rights, safety and reporting.

Discussion was held regarding training opportunities for the MPO's Transportation Planner. Additionally, ensuring the MPO website remains up to date was emphasized, including uploading all documents approved by the MPO's Policy Board. Preparation for the Metropolitan Transportation Plan (MTP), due in 2026, should also begin, as it will provide a 20- to 25-year

outlook on future transportation needs.

4. ADJOURN.

There being no further business to come before the Board at this time, Chairman Mason adjourned the meeting at 11:53am.

PM 1 – Safety Targets

Calendar Year 2025 Safety Performance Targets	
Number of Fatalities	770
Fatality Rate per HMVMT	1.70
Number of Serious Injuries	2054
Serious Injury Rate per HMVMT	4.55
Total Number of Non-Motorized Fatalities and Serious Injuries	299

For more information on Transportation Performance Management visit

<https://www.fhwa.dot.gov/tpm/>



REQUEST FOR PROPOSALS
2050 METROPOLITAN TRANSPORTATION PLAN

The Chisholm Trail Metropolitan Planning Organization (herein referred to as MPO) invites qualified consultants to respond to the Request for Qualifications (RFQ) to provide professional services for the 2050 Metropolitan Transportation Plan.

Any proposal received after 4:00 pm local time on April 9, 2025 will not be accepted. Submittals must conform to the prepared Scope of Work and Schedule within the RFQ and be less than 25 pages.

The digital proposal shall also include the name and address of respondent, and shall be sent to tmassey@enid.org. The Subject line should read: CTMPO 2050 MTP.

SCOPE OF WORK

INTRODUCTION

The MPO is seeking consulting services to produce a mandated Metropolitan Transportation Plan (MTP). The consultant will assist the MPO in reviewing background data and analysis, crafting performance metrics, developing and evaluating alternatives, engaging the public and producing the policies and programs for the new MTP.

The primary deliverable products for the MTP Update shall include the following:

- Project Administration
- Document Current Socioeconomic and Transportation Conditions
- Provide a robust public engagement experience that is compelling, well- attended, educational, delivers actionable information, and “reports out.”
- Policy Development, Recommendation and Alternatives (Policy Plan)
- Flexibility and Revisions

Success on the MTP will be measured as followed:

- Excellent Project Administration
- Plan Goal Development
- Current Socioeconomic and Transportation Conditions
- Review the 2050 Future Data
- Air Quality
- Safety & Congestion
- Active Transportation
- List of 2050 Projects
- Financial Cost of 2050 Projects
- Creation of Travel Demand Model
- Providing public engagement experience that is compelling, educational, delivers actionable information, and “reports out”.
- Executive Summary and Technical Documentation

BACKGROUND

During to the 2020 Census, the population of the Urban Area around Enid in Garfield County reached over 50,000. Therefore, a Metropolitan Planning Organization was created and includes Enid, North Enid, and surrounding areas within Garfield County. The MPA has experienced challenges in expanding/growing infrastructure maintenance costs. The development of the 2050 MTP will allow the MPO to better plan future development and construction projects.

TASKS: These are the minimum tasks required for the project.

Task 1. Project Administration

1.1 Kick-off and Project Management Meetings

Deliverable: Conduct a minimum 60-minute kick-off meeting with staff to review the scope, project schedule, public engagement plan, and deliverables.

1.2 Ongoing Project Management

Develop calendar and timeline of tasks to complete the project. Consultant will provide a Project Management Plan that specifies and commits to maintaining regular communication with the MPO project manager, takes ownership of keeping follow-up items moving forward, and provides a written status report and invoice on a monthly basis.

Deliverable: Provide bi-weekly email updates to the MPO staff team of activities completed and upcoming activities.

Deliverable: Provide monthly written report to MPO staff team that includes tracking of deliverables to date, tracking of budget expenditures to date, monthly invoice, and list of activities planned for coming month.

1.3 MPO Technical Committee Involvement

Schedule and conduct bi-weekly project meetings with MPO staff team, and consistent meetings with the MTP Subcommittee. The consultant will provide updates and interactive exercises with the Technical Committee and Policy Committee.

Deliverable: Facilitate up to four (4) 60 minute meetings with the MTP Subcommittee to engage their input in the project.

Deliverable: Provide an approximate 10-minute update to the Tech and Policy Committee on a monthly basis.

1.4 Public Engagement and Communication Plan (Defined further in Task 3)

Develop a robust public engagement and communication plan and schedule of public meetings. Provide leadership in developing content for promoting attendance at and synthesizing information from each public engagement effort that complies with the MPO's adopted Title VI plan. Devise various graphics, branding, toolbox, website design and social media platforms to share information with the general public and MPO committees. Coordinate with MPO's Public Information department to use applicable branding /font preferences.

Task 2. Document Current Socioeconomic and Transportation Conditions

2.1 Collect and Analyze Socioeconomic Data

The consultant will utilize and evaluate any U.S. Census, State, Local or other socioeconomic and land use data as applicable.

Deliverable: Prepare a report on relevant trends and their implications for policy and transportation demands for the MPO. Document how different trends will influence analyses and performance metrics later in the process.

2.2 Review the 2050 Future Data

Land use
Population
Employment
School data

2.3 Air Quality

Document current status of AQ in the region
Document past AQ reports

2.4 Safety and Congestion

List/map congested corridors

2.5 Transit

Available Transit Services in the UA
Possibility of expanding Transit

2.6 Active Transportation

Current and future networks
Pedestrian network
Bike network
Other modes

2.7 List of 2050 Projects

Roadways
Not Bike Ped
Not Bridges
Not Buses

2.8 Project 2050 Costs (Construction and Maintenance) and Performance Metrics

- The consultant will review the approved projects list and funding sources and will work with MPO staff to develop the costs for the 2050 Plan.
- The consultant will develop a programming sequence for the approved projects – sorting them into 10-year increments (short, medium, and long term) This work will include a conceptual budget on how the complete program of projects would be funded and implemented. This will be fiscally constrained using existing and reasonably forecasted local, state and federal revenues. ODOT and the member communities will be the resource for this information.
- As part of this work, the consultant will validate costs of construction and ongoing operating and maintenance costs to confirm adequacy of funding levels and identify discrepancies, if any. This will entail coordination with ODOT and member communities.
- Both Federal, State, local, bond and other forms of funding will be considered.
- Develop and recommend a methodology for local revenue assumptions 2020 through 2050.
- Review specific methodology with the MTP Subcommittee, Technical Committee, and Policy Committee and get consensus on methodology before moving on to other tasks. Questions to be answered include:
 - Will we assume ongoing extensions of existing local revenue sources at flat levels as currently approved by voters?
 - Will we assume that all local revenue sources are not renewed on their pending sunset dates?
 - Will we use a combination of the above methods?
- The consultant will develop metrics of system performance including, but not limited to, Vehicle Miles Traveled (VMT), travel times in key corridors, economic impacts and other metrics informed by the expertise of the consultant and the input of the MTP Subcommittee and the Technical Committee.

Deliverable: The consultant will provide a written report that addresses each of the items in scope 2.8, including maps, charts, tables, explanatory text and graphics necessary to communicate findings and recommendations.

Deliverable: The written report described in deliverable 2.8. will provide the foundation for a more complete and final report prepared for adoption by the MPO Policy Board.

Financial Cost of 2050 Projects
 Projects – Estimates
 Bridges – Estimates
 Pedestrian Network (planned)
 Bike Network (planned)
 Transit (planned)
 Local Bond Projects
 RTA
 Other

2.9 Develop Travel Demand Model (TDM)

The consultant will create a TDM for the MPO Urban Area (UA).

Deliverable: Calibrated model through 2050. (The base year will be determined during negotiations.)

2.10 Environmental Impacts

The consultant will collect the following information and map, where possible, these impacts located in the UA. This will include contacting state agencies and other groups to collect base year information. (The base year will be determined during negotiations.)

Flood plains
 Tribal land
 Lost residential and businesses due to transportation projects between 2020-2050
 Archaeological sites
 Leaking Underground Storage Tanks (LUST) Sites
 Historical Sites/Districts
 Aquifer/Water Quality
 Endangered Species
 Public Noise Sensitive Areas
 Tribal Trust Land

Task 3: Provide a robust public engagement experience that is compelling, well- attended, educational, and delivers actionable information

- 3.1** Develop a communication “brand” so that the purpose, vision and approach for the MTP is conveyed in a way that community members can easily understand.

We want the community to understand what we are doing, why we are doing it, how they can engage and why it matters.

Deliverable: Develop a clean, concise, consistent way to communicate to the public the goals, vision, approach, how they can be involved, and the significance of the project.

- 3.2** Consider tools and options for a robust public engagement experience and seek guidance for approach from the MPO staff.

Deliverable: Share recommendations with the MTP Subcommittee as requested by the project manager and refine the tools and approach so that there is buy-in from the MTP Subcommittee.

Deliverable: Provide a presentation to staff and the MTP Subcommittee that conveys how the public outreach program will work.

- 3.3** Apply the results of work completed in Tasks 1 through 5 and create a public engagement tool which demonstrates choices and the metric impacts of those choices.

For example, as a public participant chooses wider roads and reduced automobile travel times, emissions may increase. Conversely, as a public participant chooses grade separated bike lanes and policy disincentives to automobile traffic, economic performance may be reduced.

Deliverable: Create a graphically engaging and educational system which shows transportation and policy choices and the impacts and trade-offs of these choices and provide access so that at least 100 to 400 members of the public may participate.

Deliverable: Complete a 100 to 400 person survey to determine and measure relative support from the community on various transportation policy and project choices.

- 3.4** Create a public engagement tool that helps define what it means to have “The finest transportation system in the country”.

- 3.5** Provide a mechanism for aggregating and synthesizing public participation inputs so the results can be reported in meaningful ways.

There are at least two and probably additional ways to share this data:

1. Explain the rigorous nature of transportation planning analysis and why various choices result in various outcomes. For example, explain how planners calculate with credibility the impacts of bike lanes on VMT reduction and the subsequent impacts on economic activity. In other words, explain why conclusions being drawn are credible and defensible.
2. Synthesize the range of responses of public input in a manner that policy makers

and the general public can understand. For example, provide an aggregate response of all answers, a focus on weighted outliers, and an expert analysis of reading “between the data points” to arrive at what seems to be a consensus or majority perspective of the public.

- 3.6** Provide program, schedule and communication tools for reporting out the Executive Summary and Technical Report.

Deliverable: Ensure that the information gleaned from the planning effort is widely available and strategically shared with critical groups including elected bodies, appointed commissions, media contacts, and the MTP Subcommittee. This work will include drafting a press release, a published final plan, developing a PowerPoint presentation, and conducting outreach in partnership with MPO staff.

- 3.7** Develop an outreach methodology to engage minority, low-income, and LEP populations.

Deliverable: Develop data collection tools to document engagement of minority, low-income and LEP populations as part of the outreach process.

Task 4: Policy Development, Recommendation and Alternatives (Policy Plan)

Deliverable: The consultant will synthesize the results of the planning, financial, performance and public engagement inputs and develop a policy recommendation for the MTP. This Executive Summary will make a case for why a particular policy approach is being recommended and provide alternative policy scenarios with pros and cons of each.

Task 5: Flexibility and Revisions

The tasks listed herein are the minimum tasks expected for work to meet the project objectives. If, during the course of the project, tasks are discovered that must be performed to reach the project objectives, the agency PM will request a quote for the additional work and a revised project schedule. The PM will then submit justification and the quote and schedule revision to the MPO Policy Board for approval.

Task 6: Plan Report and Website

Complete the 30-60 page Plan. Assemble the associated reports on Plan website.

AGREEMENT

for

PROFESSIONAL ENGINEERING SERVICES

between the

CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION

and

of

, Oklahoma

2050 Metropolitan Transportation Plan

Contract Date: _____

Table of Contents

AGREEMENT	3
ARTICLE I - SCOPE OF SERVICES.....	3
ARTICLE II - TIME OF PERFORMANCE	3
ARTICLE III - BASIS OF PAYMENT.....	4
ARTICLE IV - ADDITIONAL SERVICES	4
ARTICLE V - TERMINATION.....	5
ARTICLE VI - ASSIGNMENTS	5
ARTICLE VII – STANDARDS OF PERFORMANCE	5
ARTICLE VIII - INDEMNITY	6
ARTICLE IX - INSURANCE	6
ARTICLE X - CITY RESPONSIBILITIES	7
ARTICLE XI - PRECEDENCE OF THIS AGREEMENT.....	7
ARTICLE XII - FORCE MAJEURE	7
ARTICLE XIII - SEVERABILITY	8
ARTICLE XIV - OWNERSHIP OF DOCUMENTS	8
ARTICLE XV – THIRD PARTY BENEFICIARY	8
ARTICLE XVI – GENERAL PROVISIONS	8
ATTACHMENT “A” – SCOPE OF SERVICES	
ATTACHMENT “B” – PROJECT SCHEDULE	
ATTACHMENT “C” – FEE SCHEDULE	
APPEDIX “A” – ADDITIONAL STANDARDS APPLICABLE TO CONSULTANTS	

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made by and between the Chisholm Trail Metropolitan Planning Organization, an Oklahoma Municipal Corporation, hereinafter referred to as the “MPO,” and _____, an Oklahoma Corporation, hereinafter referred to as “Engineer.”

- W I T N E S S E T H -

WHEREAS, the accomplishments of the work and services described in this Agreement are necessary and essential to the Chisholm Trail Metropolitan Planning Organization; and,

WHEREAS, the MPO deems this Contract and the services to be performed hereunder to be unique as a professional engineering services contract; and,

WHEREAS, the professional engineering services will be performed in the Engineer's offices; and,

WHEREAS, the MPO desires to engage the Engineer to provide professional engineering services described in this Agreement, and the Engineer is willing to perform such services as outlined herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

The specific services, which the Engineer agrees to furnish, are as indicated in Attachment “A,” entitled “Scope of Services,” which is attached hereto and incorporated by reference as if fully set out herein. General responsibilities between the MPO and the Engineer are enumerated in Attachment “A.” Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment to this Agreement.

ARTICLE II - TIME OF PERFORMANCE

Work items as described in Article I will be completed and submitted to the MPO in accordance with completion time as listed in Attachment “B,” entitled “Project Schedule,” which is attached hereto and incorporated by reference as if fully set out herein. Time of Performance will be based on the Engineer’s receipt of the executed contract documents and the subsequent written notice to proceed. Time is of the essence.

ARTICLE III - BASIS OF PAYMENT

The MPO agrees to pay the Engineer for professional engineering services as described in Article I, and in Attachment "A" of this Agreement, up to and not to exceed the amount of _____ dollars (\$_____), as set out in Attachment "C," entitled "Fee Schedule," which is attached hereto and incorporated by reference as if fully set out herein.

For services as described in Article I, the Engineer shall invoice on the basis of percentage completion of each task shown in Attachment "A." These rates will be in effect through the end of the contract.

Billing periods shall be monthly. Following any billing period in which services have been rendered, the Engineer will prepare an invoice and submit to the MPO. Payments to Engineer shall generally be made within thirty (30) days of receipt of invoice.

ARTICLE IV - ADDITIONAL SERVICES

In the event additional services are required through changes in the scope of the project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, the Engineer shall, upon written authorization by the MPO, perform the additional services as mutually agreed by both parties by supplemental agreement.

Additional services may include the following:

1. Services resulting from significant change in general scope of the project including, but not limited to, changes in size, complexity, or character of project.
2. If public hearings in addition to that described in Attachment "A" are required, time spent in preparing for and attending such hearings will be considered as additional services.
3. Preparing to serve or serving as a consultant or witness for the owner in any litigation or other legal or administrative proceeding involving the project and for which the Engineer is not a subject of the action. Preparation for and involvement in any litigation, or other legal or administrative proceeding in which the Engineer is a subject of the action, shall not be an additional service and such cost shall not be the responsibility of the MPO.
4. Additional services in connection with the project, including services normally furnished by the owner and services not otherwise provided for in this agreement.

Compensation to the Engineer by the MPO for services performed under Article IV of this Agreement shall be as agreed upon between the MPO and the Engineer at the time these services are authorized.

Payment to Engineer for Additional Services shall generally be made within thirty (30) days of presentation and approval of the Engineer's statement of services rendered and/or expenses incurred.

ARTICLE V - TERMINATION

It is understood and agreed that the MPO may suspend, terminate, cancel or abandon this agreement in whole or in part without any liability other than payment for any of the work already performed by the Engineer upon the date of notification of suspension, abandonment, or cancellation. In the event of suspension, termination, abandonment or cancellation of this agreement, the MPO agrees to pay the Engineer for that portion of the work performed in accordance with the provisions of Article III herein.

Such amount shall be paid by the MPO after acceptance of same upon the Engineer's delivering or otherwise making available to the MPO all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VI - ASSIGNMENTS

The Engineer shall not assign any interest in this contract and shall not transfer any interest in same, without the prior written consent of the MPO.

ARTICLE VII – STANDARDS OF PERFORMANCE

In the performance of these services, the Engineer shall act as an independent consulting agency, subject to general criteria as set forth in Article I. The Engineer uses the engineering experience of its Engineering staff to provide reasonable diligence and agrees to use its good faith and best efforts to perform all the work required to address the Scope of Services as outlined in Article I.

The Engineer shall perform professional services in accordance with good engineering practices, using normally acceptable methods and to normally acceptable accuracy.

The Engineer shall be responsible for its own work described in Article I and for the following:

1. Professional quality;
2. Technical accuracy;
3. Compilation of existing project related data;
4. Taking general notes during meetings and providing a letter of understanding after each meeting;
5. Satisfactory completion of project objectives in accordance with the Scope of Services described in Attachment "A";

6. Without additional compensation, correcting and revising errors or deficiencies in design, data, drawings, analysis and services originated by the Engineer;
7. Providing the staff as outlined in the organizational chart of the proposal or approved equal. The MPO reserves the right to terminate this agreement if this item cannot be provided;
8. Providing monthly progress reports, with updated time schedule for phases of work;
9. Provide all soil testing as required for complete design of the work.

ARTICLE VIII - INDEMNITY

The Engineer agrees to defend, indemnify, and hold harmless the MPO and its officers, agents, and employees from and against all suits, injury, or personal property damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, error, or omission of the Engineer or its agents or employees. The Engineer is not required hereunder to defend the MPO, its officers, agents, or employees, or any of them from assertions that they were negligent, nor to indemnify and save them harmless from liability based on the City's negligence.

ARTICLE IX - INSURANCE

The Engineer shall carry and keep in force during this contract, policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, whichever is greater.

Public Liability

Bodily Injury, each person	\$100,000.00
Bodily Injury, each accident	300,000.00
Property Damage, Aggregate	100,000.00
Contractual Liability – Same as Public Liability as required by statute	
Employer's Liability and Workmen's Compensation – as required by statute	

Automobiles and Trucks Owned, Hired, and Non-Owned

Bodily Injury, each person	\$ 50,000.00
Bodily Injury, each accident	100,000.00
Property Damage, each accident	25,000.00

The Engineer shall carry and keep in force during the term of this contract and for a period of three (3) years following completion of this contract a policy of Architects and Engineers Professional Liability Insurance in the amount of one million dollars (\$1,000,000.00).

Certificates showing the Engineer is carrying the above described insurance in at least the above specified minimum amounts shall be furnished to the MPO prior to the MPO issuing a notice to

proceed. Said certificates shall further provide that the Insurer will not cancel said insurance without the Insurer first giving the City ten (10) days written notice of cancellation. Engineer shall provide certificates on insurance within seven (7) days of contract execution and before the Engineer takes any action on this Agreement.

ARTICLE X - CITY RESPONSIBILITIES

The MPO agrees to provide information, assistance, and compensation as follows:

1. Designate a project representative to observe general project progress and workmanship;
2. Place, at the disposal of the Engineer, all the available reports, map plans, files, and other data pertinent to the services required under this Agreement;
3. Coordinate appropriate meetings;
4. Coordinate and participate in all reviews, audits, and meetings with pertinent regulatory authorities;
5. Assist in providing access to and making provisions for the Engineer to enter upon public and private property as required for the Engineer to perform services covered by this Agreement;
6. Give prompt, written notice to the Engineer whenever MPO observes or otherwise becomes aware of any defect in the project;
7. Assume primary responsibility for all aspects pertaining to the coordination with Federal, State, and local governmental agencies;
8. Reimburse the Engineer for approved professional services as rendered;
9. Provide appropriate review of any materials, information, results and other matters, as requested by the Engineer, in a manner as to not impinge upon the agreed to project schedule.

ARTICLE XI - PRECEDENCE OF THIS AGREEMENT

Additions and amendments to this Agreement shall be made by written Amendment to this Agreement, of which the Amendment shall become a part. All provisions of this Agreement shall remain in force unless specifically modified by written amendment.

ARTICLE XII - FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, war, fire and acts of God, but not including normal weather conditions.

ARTICLE XIII - SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Agreement; this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS

All documents, drawings, plans, reports, studies, surveys, maps, photographs, photographic negatives, specifications, work notes, work sheets, visual aids, data, electronic data and other materials prepared, made, compiled, or used by the Engineer hereunder, whether finished and completed or not, shall be the property of the MPO and may be reproduced, distributed and published in whole or in part by the MPO without permission or any additional payments of fees to the Engineer or others. Upon completion of services provided for hereunder, or upon termination of this contract, said documents, drawings, plans, reports, studies, surveys, maps, photographs, photographic negatives, specifications, work notes, work sheets, visual aids, data, electronic data and other materials whether finished and completed or not, organized in such manner as to permit it to be easily identified, shall be delivered to the MPO by the Engineer.

ARTICLE XV – THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the MPO or Engineer.

ARTICLE XVI – GENERAL PROVISIONS

1. Non-Discrimination. The parties hereto, for themselves and their successors and assigns, and for their subcontractors, do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or nation origin.
2. Compliance with Laws. Engineer shall conduct its business under the terms of this Agreement in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this Agreement. The products used in performance of this Agreement and the resulting work will comply with all Federal laws.
3. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

4. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
5. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
6. Bargaining. The MPO and the Engineer have had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.
7. Counterparts. This Agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the parties hereto until signed by all of the parties.
8. E-Verify. The MPO requires that all contractors use E-Verify, the electronic employment eligibility verification system designated by the Secretary of Homeland Security, to verify that employees working pursuant to this Agreement are legally authorized to work in the United States. Engineer agrees to use E-Verify to verify the employment eligibility of all employees who may perform services pursuant to this Agreement. Engineer also agrees to require all subcontractors who perform services under this Agreement to use E-Verify to verify the employment eligibility of all employees who may perform services pursuant to this Agreement.
9. Sovereign Immunity. By entering into this Agreement, the MPO and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Governmental Tort Claims Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year last written below.

Chisholm Trail Metropolitan Planning Organization

David M Mason, Policy Board Chairman

Date: _____

(SEAL)

Attest:

Summer Anderson, Secretary

Date: _____

“Engineer”

Signature

Printed Name and Title

Approved as to Form:

Carol Lahman, City Attorney

Appendix A

USE OF CONSULTANTS

Under terms of this AGREEMENT, the Chisholm Trail MPO may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by Chisholm Trail MPO. Contracts for work to be done must, at a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that the DEPARTMENT shall ensure that each MPO insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction the MPO may make. All contracts and discussions between the DEPARTMENT and consultants retained by Chisholm Trail MPO must be initiated through Chisholm Trail MPO.

The paragraph governing use of consults and Exhibit B which are included in Appendix A are part of the 2024-2025 Chisholm Trail Metropolitan Planning Organization Continuing, Cooperative and Comprehensive Long Range Transportation Planning Agreement between the Chisholm Trail Metropolitan Organization and the Oklahoma Department of Transportation (ODOT). These provisions are included at the request of ODOT and are intended to inform consults of additional standards they will be governed by.

EXHIBIT B (page 1 of 2)**ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS**

This certification applies to subconsultants, 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 PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT 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. A PARTICIPANT in a covered transaction may rely upon a certification of a prospective PARTICIPANT 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 PARTICIPANT may decide the method and frequency by which it determines the eligibility of its principals. Each PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT is unable to certify to any of the statements in this certification, such prospective PARTICIPANT shall attach an explanation to this proposal.

MTP Subcommittee

- Jason Unruh – City Engineer
- Jacquelyn Porter – Community Development Director
- Sarah McElroy – ODOT Planning Coordinator
- Brock Spencer – NORTPO Transportation Director
- Representative from North Enid
- Representative from Enid Public Transit Authority
- Representative from Garfield County